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Morton College

Public Regular Board Meeting Wednesday, October 22, 2025, 10:00 AM

ON COLLEGE

MORTON COLLEGE

COMMUNITY COLLEGE DISTRICT NO.527

Minutes for the Regular Board Meeting Wednesday, September 24, 2025

1. Call to Order

The Regular Board meeting was called to order by Board Chair Leonard Cannata at 10:01 AM on Wednesday, September 24, 2025, 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
Susan Grazzini, Trustee
Charles Hernandez, Trustee
Anthony Martinucci, Trustee
Oscar Montiel, Trustee
Frances F. Reitz, Trustee
Eliana Ruiz, Student Trustee

Also Present:

Dr. Keith D. McLaughlin, President Veronice, Del Galdo Law Group, LLC

4. Citizen Comments

None

5. Reports

5.1 Student Trustee – Eliana Ruiz

Eliana provided an update on recent and upcoming student engagement activities:

Welcome Week was held to introduce students to campus resources, services, and opportunities.

Resource Fair connected students with academic and personal support services.

Involvement Week highlighted student clubs and organizations, encouraging student participation in leadership, service, and campus engagement. Growth in student organizations was noted.

Hispanic Heritage Month was celebrated in September with 11 events, including parades, cooking demonstrations, painting nights, Pilates sessions, and cultural workshops. Morton College also collaborated with local community events.

Student Feedback was presented, expressing appreciation for faculty and staff communication regarding ICE activity concerns. Students shared fears related to immigration status, neighborhood safety, and campus access. Feedback emphasized the need for ongoing transparency, reassurance, and a commitment to student safety and support. Dr. McLaughlin expressed appreciation for the remarks from the students. He reiterated the College's commitment to providing a safe and welcoming environment for all students. Dr. McLaughlin acknowledged concerns about the current climate and stated that the College, along with faculty, staff, and senior leadership, is actively exploring ways to assure student safety and well-being. He emphasized openness to ideas for practical implementation and encouraged direct feedback from students to help guide efforts in fostering a supportive campus environment.

6. President's Report

Dr. McLaughlin welcomed attendees to the September meeting and introduced guest attorney Veronica Bonilla-Lopez, who has been with the Del Galdo Law Firm for many years.

The President highlighted the focus of the report on one of the College's valued programs and its leadership team, inviting Mary Jo Buongiorno to present the Skills for Daily Living Program.

Mary Jo Buongiorno provided an overview of the Skills for Daily Living program, an enrichment program for students with mild to moderate intellectual delays. Key points included:

• Program History:

- First class offered in Summer 2016 as a fitness class with four students.
- o Academic component added later in the summer of 2016.
- Current sessions: three-week classes, Monday—Wednesday (11–2) and Thursday—Friday (11–2), with enrollments of 24 and 17 students respectively.

• Program Components:

- Skills for Daily Class: Includes one hour each of physical activity, lunch/socialization/computer time, and academics. Academic materials are individualized to student levels.
- 2. **Work Skills Experience:** Students gain practical experience working in the College library, fitness center, and volunteering at community events.
- 3. **Specialty Classes:** Offered based on student interest, including Zumba, line dancing, art, music appreciation, and summer mini sports camps.
- 4. **Panther Adventures:** Socialization activities on and off campus, including outings and campus experiences such as drumming with King Cobra Drum Line, Book of the Month Club, planetarium visits, and sporting events.

5. Special Olympics Participation:

- 15 registered athletes.
- Competitions include snowshoeing, unified soccer, bocce, and unified bags.
- Several students won gold at area meets and competed at Illinois State competitions.
- Coaches Ann and Joe recognized for long-term dedication and program development.
- Upcoming Unified Bags competition scheduled for November at North Central College.
- College fundraising events support Illinois Special Olympics, including the planned Spring "Cool School Polar Plunge" (tentatively March 24, 2026).
- 6. **Guardian Resources:** Workshops and social events for parents and guardians in partnership with Community Support Services, covering topics such as guardianship, SSI benefits, legal advocacy, and out-of-home living options.

Future Plans:

o Develop additional classes based on student interests.

- o Expand workshops for parents and guardians.
- Launch Morton College Community Volunteers program to encourage student volunteerism on and off campus.

Mary Jo expressed appreciation for the College's support over the years and invited Trustees to visit the program. Trustee Cannata confirmed the date for the Polar Plunge as March 24 and pledged a personal donation of \$1,000 to support the event.

Dr. McLaughlin and the Trustees expressed admiration for the program's impact, dedication of the staff, and commitment to lifelong learning.

Dr. McLaughlin concluded the report, highlighting the program's importance to the College's mission and the enhancement of student and family lives.

7. Consent Agenda

Trustee Martinucci made a motion to approve the consent agenda, which includes agenda items 7.1 to 7.22.2, as listed below.

Trustee Grazzini seconded the motion.

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

Nays: None Motion Carried

- 7.1. Approval of the Minutes of the Public Hearing Annual Budget for FY26 and Regular Board meeting held on August 27, 2025.
- 7.2. Approval and ratification of accounts payable and payroll for July 2025 in the amount of \$3,549,838.00 and budget transfers in the amount of \$0.00.
- 7.3. Approval of the Monthly Budget Report for the fiscal year to date ending in July 2025.
- 7.4. Approval of the Treasurer's Report for July 2025.
- 7.5. Approval and ratification of accounts payable and payroll for August 2025 in the amount of \$3,528,237.00 and budget transfers in the amount \$0.00.
- 7.6. Approval of the Monthly Budget Report for the fiscal year to date ending in August 2025.
- 7.7. Approval of the Treasurer's Report for August 2025.
- 7.8. Approval of the renewal of the Treasurer's Bond for Fiscal Year 2026 for \$8,875,000.00, at a cost of \$7,609.00 from Alliant Insurance Services, Inc.
- 7.9. Approval of out-of-state travel for Dr. Keith McLaughlin to attend the ACCT 2025 Leadership Congress in New Orleans, LA, from October 22, 2025, through October 25, 2025, at approximately \$2,600.00.
- 7.10. Approval of out-of-state travel for Trustee Susan Grazzini to attend the ACCT 2025 Leadership Congress in New Orleans, LA, from October 22, 2025, through October 25, 2025, at approximately \$2,600.00.
- 7.11. Approval of a temporary 10% increase for Vanessa Montalvo to assist with the responsibilities of Panther Pathways, effective September 1, 2025, through May 14, 2026.
- 7.12. Approval of the lane change, new salary per the Collective Bargaining Agreement (CBA) for Asiyya Ashraf, Biology, FT Faculty, effective August 18, 2025.
- 7.13. Approval of the lane change, new salary per the Collective Bargaining Agreement (CBA) for Carolyn Markel, Adult Education, FT Faculty, effective August 18, 2025.

- 7.14. Approval of the lane change, new salary per the Collective Bargaining Agreement (CBA) for Jennifer Schreier, Adult Education, FT Faculty, effective August 18, 2025.
- 7.15. Approval of the employment status of two non-tenure instructors for the academic year 2025-2026.
- 7.16. Approval of the Faculty overload employment report for the Fall 2025 semester, in the amount of \$429,066.12 as submitted, pending additional class cancellations and/or additions.
- 7.17. Approval of the Adjunct Faculty assignment/employment report for the Fall 2025 semester, at the total amount of \$719,215.17 as submitted, pending additional class cancellations and/or additions.
- 7.18. Approval and ratification of the FY26 Morton College student government association budget as submitted. Funding in the amount of \$60,000.00 will be provided from the comprehensive fee.
- 7.19. Approval for the replacement of outdated refrigeration units in the HVAC program with modern Copeland Trainer Units, a sole source vendor, in the amount of \$77,600.00.
- 7.20. Approval of Lo Destro Construction Company as the lowest responsible bidder for the Microbiology Lab upgrades, in the amount of \$346,500.00, as submitted, with \$200,000.00 funded by the Title III Grant.
- 7.21. Approval of the Settlement Agreement between Frank Marzullo and College District No. 527, Morton College.
- 7.22. Approval of Facility Use Permits
 - 7.22.1. AlphaBet Soup Productions, October 22 24, 2025, March 4-6, 2026, April 29 May 1, 2026.
 - 7.22.2. Berwyn Park District to use the S.E. End of Campus (Soccer Area) for Soccer Games in October and November 2025, Pending Certificate of Insurance.

8. Closed Session - Canceled

9. - 17. Approval of items 9-17, the updated board polices.

Trustee Martinucci made a motion to approve items 9-17: the updated board policies.

Trustee Grazzini seconded the motion.

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

Nays: None Motion Carried

18. - 19. Approval of items 18-19, the Senior Cabinet contract agreement, and FY26 salary, as submitted.

Trustee Martinucci made a motion to approve items 18-19: the Senior Cabinet contract agreement and FY26 salary, as submitted.

Trustee Collazo seconded the motion.

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

Nays: None Motion Carried

20. Approval of the corrected FY26 salary for Administrators, as submitted.

Trustee Martinucci made a motion to approve the corrected FY26 salary for Administrators, as submitted.

Trustee Grazzini seconded the motion.

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

Nays: None Motion Carried

21. Approval of the FY26 salary for Classified Excluded, as submitted.

Trustee Grazzini made a motion to approve the FY26 salary for Classified Excluded, as submitted.

Trustee Reitz seconded the motion.

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

Nays: None Motion Carried

22. Adjournment

Trustee Martinucci made a motion to adjourn the Regular Board Meeting at 10:21 a.m. Trustee Collazo seconded the motion.

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

Nays: None Motion Carried

/s/ Leonard Cannata,
Board Chair
/s/Jose Collozo

Joanna M Martin

From: Mireya Perez

Sent: Wednesday, October 15, 2025 12:06 PM

To: Board Materials

Subject: FW: Action Item 8.1 for 10/22/2025 Board Meeting

Attachments: Board AS Totals 9.30.25.pdf; BT 9.30.25.pdf; Check Register 9.30.25.pdf; Over 10k SEP

2025.pdf

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, October 15, 2025 12:04 PM **To:** Mireya Perez <mireya.perez@morton.edu>

Subject: Action Item 8.1 for 10/22/2025 Board Meeting

Propose Action: THAT THE BOARD APPROVE AND RATIFY ACCOUNTS PAYABLE AND PAYROLL FOR THE MONTH OF SEPTEMBER 2025 IN THE AMOUNT OF \$3,001,925 AND BUDGET TRANSFERS IN THE AMOUNT OF \$489,400 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 September 2025, be approved and/or ratified in the amount of \$3,001,925 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	09/30/2025	1,146,072
Payroll	09/15/2025	857,622
Payroll	09/30/2025	957,351
Student Refunds	09/30/2025	40,880
		3,001,925
O&M Restricted Fund (03) Cash Disbursements -		
Monthly	09/30/2025	0
TOTAL ALL FUNDS		\$3,001,925

AND BE IT FURTHER RESOLVED THAT budget transfers in the amount of \$489,400 be approved as outlined on the attached Journal No. 1-2 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 22nd day of October by the Board of Trustees, Morton College, Community College District no. 527, Cicero, Illinois.

Morton College					
Budget Transfers					
September 2025					
		GL Account	Description	Debit	Credit
	1	06-4010-99262-510300200	Noncredit Workforce Training: Part-Time Faculty		(5,400)
		06-4010-99262-530200000	Noncredit Workforce Training: Consultants	5,400	
	2	01-0000-00000-600000000	General: Contingency		(399,000)
		01-8080-80134-510600100	Data Center: Clerical		(85,000)
		01-8080-80134-530900000	Data Center: Other Contract Services	484,000	
			Total Budget Transfers	\$489,400	(\$489,400)

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0124666	09/05/25	Outst	0192221	Mr. Jorge Andrade	V0213856	09/02/25		100.00		100.00
								100.00		100.00
0124667	09/05/25	Recon	0229996	Peyton T. Barborek	V0213870	09/03/25		35.00		35.00
								35.00		35.00
0124668	09/05/25	Recon	0210003	Blue Cross Blue Shield o	V0213880	09/03/25		11,444.92		11,444.92
								11,444.92		11,444.92
0124669	09/05/25	Recon	0231599	Karen Bunkenburg	V0213872	09/03/25		140.00		140.00
								140.00		140.00
0124670	09/05/25	Recon	0000995	Bureau Water/Sewer Town	V0213861 V0213862 V0213863 V0213864	09/02/25 09/02/25 09/02/25 09/02/25 09/02/25 09/02/25		218.55 842.20 203.78 203.78 203.78 203.78 		218.55 842.20 203.78 203.78 203.78 203.78
0124671	09/05/25	Recon	0166319	CAPTE	V0213859	09/02/25		5,085.00		5,085.00
								5,085.00		5,085.00
0124672	09/05/25	Recon	0221348	Cesar Castaneda	V0213877	09/03/25		150.00		150.00
								150.00		150.00
0124673	09/05/25	Recon	0226114	Ryan Connor	V0213812	08/29/25		190.00		190.00
								190.00		190.00
0124674	09/05/25	Recon	0226123	Ma Del Carmen Contreras	V0213816	08/29/25		150.00		150.00
								150.00		150.00
0124675	09/05/25	Recon	0219169	Jinnie Cristerna	V0213814	08/29/25		190.00		190.00
								190.00		190.00
0124676	09/05/25	Recon	0002819	Jorge Cuate	V0213866	09/03/25		190.00		190.00
								190.00		190.00
0124677	09/05/25	Outst	0230569	Nikolas M. Dabrowski	V0213810	08/29/25		35.00		35.00

Bank Code: 01 General Checking

0124686 09/05/25 Recon 0210205 Peter Malec

0124687 09/05/25 Recon 0003232 Ms. Lisa A. Mathelier

0124688 09/05/25 Recon 0205875 Joseph Milano V0213834 08/29/25

190.00

190.00

34.57

34.57

140.00

140.00

GL Account No: 01-0000-00000-110000000 Voucher Voucher PO/BPO Voucher Cash Disc ID Date Number Amount Amount Check Check Check Vendor Check Number Date Status ID Payee Name Amount 35.00 35.00 0124678 09/05/25 Recon 0231605 Malik A. Dahhan V0213876 09/03/25 150.00 150.00 150.00 150.00 0124679 09/05/25 Recon 0196641 Leonel De Leon V0213846 09/02/25 150.00 150.00 ______ 150.00 150.00 0124680 09/05/25 Recon 0200699 Cutperto E. Del Rosario V0213867 09/03/25 150.00 150.00 150.00 150.00 0124681 09/05/25 Outst 0167715 Jorge Diaz V0213835 08/29/25 136.94 136.94 ______ 136.94 136.94 0124682 09/05/25 Recon 0217979 Nathaniel Feliciano V0213822 08/29/25 40.00 40.00 40.00 40.00 150.00 0124683 09/05/25 Recon 0211129 Adam Herges V0213868 09/03/25 150.00 150.00 150.00 V0213809 08/29/25 35.00 0124684 09/05/25 Recon 0224192 William Lewis 35.00 V0213818 08/29/25 35.00 35.00 35.00 35.00 V0213819 08/29/25 V0213869 09/03/25 35.00 35.00 V0213878 09/03/25 35.00 35.00 175.00 175.00 0124685 09/05/25 Recon 0214056 Lo's LLC V0213849 09/02/25 190.00 190.00 190.00 190.00

V0213831 08/29/25

V0213679 08/28/25

190.00

190.00

34.57

34.57

140.00

140.00

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0124689	09/05/25	Recon	0211994	Salma N. Morales	V0213845	09/02/25		200.00		200.00
							-	200.00		200.00
0124690	09/05/25	Recon	0166708	Kerilyn O'Donnell	V0213815	08/29/25		150.00		150.00
							-	150.00		150.00
0124691	09/05/25	Recon	0225962	Arnulfo Rimando, Jr.	V0213825	08/29/25		40.00		40.00
								40.00		40.00
0124692	09/05/25	Recon	0000925	Mr. Juan A. Rivera	V0213858	09/02/25		14.49		14.49
								14.49		14.49
0124693	09/05/25	Outst	0211060	Victor H. Rodriguez	V0213813	08/29/25		150.00		150.00
								150.00		150.00
0124694	09/05/25	Recon	0160663	Elias Sanchez	V0213832	08/29/25		150.00		150.00
								150.00		150.00
0124695	09/05/25	Outst	0216465	Alexander Valencia	V0213833	08/29/25	_	150.00		150.00
								150.00		150.00
0124696	09/05/25	Outst	0216435	Paul Vanek	V0213821	08/29/25		140.00		140.00
								140.00		140.00
0124697	09/05/25	Recon	0170839	Ms Cynthia D. Young	V0213844	09/02/25	_	139.00		139.00
								139.00		139.00
0124699	09/12/25	Recon	0231439	Zaireh Acsvecs	V0213954	09/08/25		118.00		118.00
								118.00		118.00
0124700	09/12/25	Void	0161316	Justin Basovsky						
0124701	09/12/25	Outst	0224991	David J. Brunke	V0213977	09/10/25	_	40.00		40.00
								40.00		40.00
0124702	09/12/25	Recon	0000783	Mr. Agustin Coronado	V0213008	07/30/25	_	3,250.00		3,250.00
							-	3,250.00		3,250.00

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0124703	09/12/25	Recon	0231551	Felcin D. Cubias Estrada	V0213971	09/10/25		150.00		150.00
								150.00		150.00
0124704	09/12/25	Recon	0000790	Mr. Refugio De La Torre	V0213979	09/10/25		162.00		162.00
								162.00		162.00
0124705	09/12/25	Recon	0216782	Jorge R. De Leon	V0213959	09/09/25		190.00		190.00
								190.00		190.00
0124706	09/12/25	Outst	0167715	Jorge Diaz	V0213907	09/04/25		80.00		80.00
								80.00		80.00
0124707	09/12/25	Recon	0002659	Easy English News	V0213915	09/04/25		1,449.00		1,449.00
								1,449.00		1,449.00
0124708	09/12/25	Recon	0217979	Nathaniel Feliciano	V0213908	09/04/25		40.00		40.00
								40.00		40.00
0124709	09/12/25	Recon	0000724	Dr. Brian R. Gilligan		09/04/25 09/04/25		234.50 240.00		234.50 240.00
								474.50		474.50
0124710	09/12/25	Recon	0230339	Ryan M. Groberski	V0213925 V0213940	09/05/25 09/05/25 09/08/25 09/10/25		35.00 35.00 35.00 35.00		35.00 35.00 35.00 35.00
								140.00		140.00
0124711	09/12/25	Recon	0137499	Pedro Guardian	V0213124	07/31/25		1,250.00		1,250.00
								1,250.00		1,250.00
0124712	09/12/25	Recon	0210775	Timothy Gyoerkoes	V0213904	09/04/25		140.00		140.00
								140.00		140.00
0124713	09/12/25	Recon	0224192	William Lewis	V0213973	09/10/25		35.00		35.00
								35.00		35.00
0124714	09/12/25	Outst	0192111	Ms. Carolyn R. Markel	V0213944	09/08/25		550.00		550.00
								550.00		550.00

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0124715	09/12/25	Outst	0001779	Daniel Meziere	V0213949	09/08/25		250.00		250.00
							-	250.00		250.00
0124716	09/12/25	Recon	0207205	Anthony P. Milano	V0213947	09/08/25		110.00		110.00
							-	110.00		110.00
0124717	09/12/25	Recon	0229625	Conrado Rosales	V0213808	08/29/25		150.00		150.00
								150.00		150.00
0124718	09/12/25	Outst	0224794	Wil White	V0202539 V0202542 V0202577	11/07/24		30.00 30.00 30.00		30.00 30.00 30.00
							-	90.00		90.00
0124719	09/12/25	Outst	0219032	Matthew Youkhanna	V0213950	09/08/25		250.00		250.00
							-	250.00		250.00
0124722	09/15/25	Recon	0177469	Bright Start College Sav	V0214179	09/15/25		100.00		100.00
								100.00		100.00
0124723	09/15/25	Recon	0001371	Colonial Life & Accident	V0214183	09/15/25		12.00		12.00
								12.00		12.00
0124724	09/15/25	Outst	0101061	Morton College Faculty	V0214181	09/15/25	_	84.79		84.79
								84.79		84.79
0124725	09/15/25	Recon	0001563	State Disbursement Unit	V0214191 V0214192			50.00 417.00		50.00 417.00
								467.00		467.00
0124726	09/15/25	Recon	0231420	Thomas H Hooper	V0214194	09/15/25		735.00		735.00
							-	735.00		735.00
0124727	09/15/25	Recon	0175113	Algor Plumbing	V0213938 V0213939 V0214001	09/08/25		1,423.40 1,883.25 374.40		1,423.40 1,883.25 374.40
							-	3,681.05		3,681.05

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Check Amount
0124728	09/15/25	Recon		Alldata			P0017550	975.00	 975.00
								975.00	 975.00
0124729	09/15/25	Outst	0002866	Associated Attractions I	V0213854	09/02/25		1,500.00	 1,500.00
								1,500.00	1,500.00
0124730	09/15/25	Recon	0000973	AT&T	V0214175 V0214176	09/15/25 09/15/25	B0006261 B0006261	1,197.23 940.11	1,197.23 940.11
								2,137.34	 2,137.34
0124731	09/15/25	Recon	0001953	AT&T Mobility	V0214013	09/11/25	в0006311	72.48	 72.48
								72.48	72.48
0124732	09/15/25	Outst	0231555	BAM Mascots Inc	V0214127	09/12/25	P0017559	7,950.00	7,950.00
								7,950.00	7,950.00
0124733	09/15/25	Recon	0000986	Berwyn Development Corp	V0214055	09/12/25		1,000.00	1,000.00
								1,000.00	 1,000.00
0124734	09/15/25	Recon	0000995	Bureau Water/Sewer Town	V0214014	09/11/25	в0006305	573.80	 573.80
								573.80	573.80
0124735	09/15/25	Recon	0216258	Chicago Foundation for W	V0214065	09/12/25		500.00	 500.00
								500.00	500.00
0124736	09/15/25	Recon	0001195	Cintas Corporation	V0214016 V0214017	09/11/25 09/11/25	B0006271 B0006271	313.38 313.38	313.38 313.38
								626.76	626.76
0124737	09/15/25	Recon	0001752	Comcast	V0214019	09/11/25	в0006327	341.80	 341.80
								341.80	341.80
0124738	09/15/25	Recon	0217792	FedEx	V0214025	09/11/25	в0006344	11.05	 11.05
								11.05	11.05
0124739	09/15/25	Recon	0224420	The Heating & Cooling Wo	V0213962	09/09/25		19,250.00	 19,250.00
								19,250.00	 19,250.00

Bank Code: 01 General Checking

7,222.59

GL Account No: 01-0000-00000-110000000 Check Check Vendor Voucher Voucher PO/BPO Voucher Cash Disc Date Status ID Payee Name ID Date Number Amount Amount Check Check Vendor Check Number Amount 88.18 284.78 65.32 438.28 438.28 0124741 09/15/25 Outst 0231564 J&M Elote Carts LLC V0213727 08/28/25 50.00 50.00 50.00 50.00 2,490.00 0124742 09/15/25 Recon 0001673 M.L. Plumbing LLC. V0213953 09/08/25 2,490.00 2,490.00 2,490.00 0124743 09/15/25 Recon 0001299 McMaster-Carr V0214149 09/12/25 P0017549 362.10 362.10 ______ 362.10 350.00 0124744 09/15/25 Recon 0211994 Salma N. Morales V0214135 09/12/25 350.00 350.00 350.00 0124745 09/15/25 Recon 0231023 Muellermist Service Corp V0214151 09/12/25 P0017502 2,365.00 V0214152 09/12/25 P0017482 2,480.00 2,365.00 4,845.00 4,845.00 0124746 09/15/25 Recon 0208924 Nicor Gas V0214034 09/11/25 B0006301 1,839.67 1,839.67 ______ 1,839.67 1,839.67

 V0214040
 09/11/25
 B0006346
 464.98

 V0214041
 09/11/25
 B0006346
 44.00

 V0214042
 09/11/25
 B0006346
 42.99

 0124747 09/15/25 Recon 0220780 Oreilly Auto Parts 464.98 -44.00 42.99 463.97 463.97 125.98

 V0212757 07/15/25
 125.98
 125.98

 V0213857 09/02/25
 15.00
 15.00

 V0213879 09/03/25
 302.50
 302.50

 V0213894 09/03/25
 829.40
 829.40

 V0213895 09/03/25
 1,154.15
 1,154.15

 V0213897 09/03/25
 1,673.75
 1,673.75

 V0213898 09/03/25
 959.30
 959.30

 V0213956 09/09/25
 256.41
 256.41

 V0213966 09/09/25
 535.20
 535.20

 V0213966 09/09/25
 1,370.90
 1,370.90

 0124748 09/15/25 Recon 0002406 Paisans Pizza 302.50 829.40 1,154.15 1,673.75

7,222.59

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0124749	09/15/25	Recon	0002805		V0214044		B0006384	225.72		225.72
								225.72		225.72
0124750	09/15/25	Recon	0182899	Sherwin Williams	V0214046	09/11/25	B0006314	113.90		113.90
								113.90		113.90
0124751	09/15/25	Recon	0206041	Welding Industrial Supp	V0214157	09/12/25	P0017501	169.50		169.50
								169.50		169.50
0124752	09/15/25	Recon	0161212	WSCCI	V0213912	09/04/25		45.00		45.00
								45.00		45.00
0124753	09/19/25	Outst	0196413	Tomas Blasberg	V0213995	09/11/25		150.00		150.00
								150.00		150.00
0124754	09/19/25	Outst	0211068	Oscar Carreon	V0213192	08/04/25		1,250.00		1,250.00
								1,250.00		1,250.00
0124755	09/19/25	Outst	0001009	College of DuPage	V0214199	09/15/25		150.00		150.00
								150.00		150.00
0124756	09/19/25	Outst	0226123	Ma Del Carmen Contreras	V0213996	09/11/25		150.00		150.00
								150.00		150.00
0124757	09/19/25	Outst	0000783	Mr. Agustin Coronado	V0213888	09/03/25		1,426.16		1,426.16
								1,426.16		1,426.16
0124758	09/19/25	Recon	0000866	Mr. Alejandro L. Franco	V0213251	08/07/25		750.00		750.00
								750.00		750.00
0124759	09/19/25	Outst	0230339	Ryan M. Groberski	V0214059	09/12/25		35.00		35.00
								35.00		35.00
0124760	09/19/25	Recon	0219182	Andrew J. Hietpas	V0214057	09/12/25		280.00		280.00
								280.00		280.00
0124761	09/19/25	Recon	0003203	ICCB	V0213989	09/11/25		500.00		500.00
								500.00		500.00

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Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0124762	09/19/25	Recon	0209257	Illinois Public Risk Fun	V0214280	09/18/25		727.00		727.00
								727.00		727.00
0124763	09/19/25	Recon	0224192	William Lewis	V0214060	09/12/25		35.00		35.00
								35.00		35.00
0124764	09/19/25	Recon	0171358	Sean P. McHugh	V0214058	09/12/25		280.00		280.00
								280.00		280.00
0124765	09/19/25	Recon	0205875	Joseph Milano	V0213807	08/29/25		110.00		110.00
								110.00		110.00
0124766	09/19/25	Outst	0231775	Mike Ortiz	V0213991	09/11/25		250.00		250.00
								250.00		250.00
0124767	09/19/25	Recon	0001780	Gary Spevak	V0213993	09/11/25		250.00		250.00
							•	250.00		250.00
0124768	09/19/25	Outst	0202282	Pedro Trejo Jr	V0213994	09/11/25		190.00		190.00
								190.00		190.00
0124769	09/19/25	Recon	0002767	West Central Municipal C	V0214075	09/12/25		1,950.00		1,950.00
								1,950.00		1,950.00
0124782	09/26/25	Outst	0002686	Sergio Alvarez	V0214290	09/19/25		190.00		190.00
								190.00		190.00
0124783	09/26/25	Outst	0000981	American Library Associa	V0214352	09/23/25		925.00		925.00
								925.00		925.00
0124784	09/26/25	Outst	0209512	The Art Institute of Chi	V0214261	09/17/25		5,000.00		5,000.00
								5,000.00		5,000.00
0124785	09/26/25	Outst	0221083	Andres Balladares	V0214331	09/22/25		150.00		150.00
								150.00		150.00
0124786	09/26/25	Outst	0231857	Kelli Bogdan	V0214367	09/24/25		150.00		150.00

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								150.00		150.00
0124787	09/26/25	Outst	0231802	Justin Brown	V0214216	09/16/25		150.00		150.00
							_	150.00		150.00
0124788	09/26/25	Outst	0231803	Gabrion Caushi	V0214215	09/16/25	_	190.00		190.00
								190.00		190.00
0124789	09/26/25	Outst	0208901	Ivan Chavez	V0214326	09/22/25	_	190.00		190.00
								190.00		190.00
0124790	09/26/25	Outst	0226123	Ma Del Carmen Contreras	V0214198	09/15/25	_	150.00		150.00
								150.00		150.00
0124791	09/26/25	Recon	0000783	Mr. Agustin Coronado	V0214256	09/17/25	=	100.00		100.00
								100.00		100.00
0124792	09/26/25	Outst	0229624	Everardo X. Coss	V0214328	09/22/25		150.00		150.00
								150.00		150.00
0124793	09/26/25	Outst	0231799	Gabriel Elikman	V0214200	09/15/25		150.00		150.00
								150.00		150.00
0124794	09/26/25	Outst	0000724	Dr. Brian R. Gilligan	V0214344	09/22/25	-	11.99		11.99
								11.99		11.99
0124795	09/26/25	Outst	0202943	Susan K. Grazzini	V0213992	09/11/25	-	599.37		599.37
								599.37		599.37
0124796	09/26/25	Outst	0230339	Ryan M. Groberski	V0214313 V0214333			35.00 100.00		35.00 100.00
							-	135.00		135.00
0124797	09/26/25	Outst	0229811	Albert Hampton	V0214324	09/22/25		220.00		220.00
							-	220.00		220.00
0124798	09/26/25	Outst	0003196	Cesar Ibarra	V0214309	09/19/25		190.00		190.00
							_	190.00		190.00

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Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0124799	09/26/25	Outst	0231826	Taylor Isirov	V0214296	09/19/25		150.00		150.00
							_	150.00		150.00
0124800	09/26/25	Outst	0231834	Michael P. Kennedy	V0214329	09/22/25		190.00		190.00
							_	190.00		190.00
0124801	09/26/25	Outst	0222270	Michael Kostal	V0214321	09/22/25		120.00		120.00
							_	120.00		120.00
0124802	09/26/25	Outst	0220397	Oscar Lagunas	V0214217	09/16/25		150.00		150.00
								150.00		150.00
0124803	09/26/25	Void	0174013	Ann M. Lewis						
0124804	09/26/25	Outst	0224192	William Lewis	V0214286 V0214312			35.00 35.00		35.00 35.00
					V0211312	05/15/25	_	70.00		70.00
0124805	09/26/25	Outst.	0210205	Peter Malec	V0214311	09/19/25		150.00		150.00
	,						_	150.00		150.00
0124806	09/26/25	Recon	0207205	Anthony P. Milano	V0214288	09/19/25		40.00		40.00
							_	40.00		40.00
0124807	09/26/25	Outst	0015253	Kelly L. Noble	V0214412	09/25/25		250.00		250.00
							_	250.00		250.00
0124808	09/26/25	Outst	0166708	Kerilyn O'Donnell	V0214197	09/15/25		190.00		190.00
							=	190.00		190.00
0124809	09/26/25	Outst	0231858	Kevin Ortega	V0214366	09/24/25		190.00		190.00
							_	190.00		190.00
0124810	09/26/25	Outst	0222322	Nicole E. Pettinato	V0214320	09/22/25		360.00		360.00
							_	360.00		360.00
0124811	09/26/25	Outst	0002368	Craig Reges	V0214325	09/22/25		220.00		220.00
							_	220.00		220.00

Check Number		Check Status		Payee Name	Voucher ID	Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0124812	09/26/25	Outst	0180020	Kevyn Rodriguez	V0214349			99.00		99.00
							•	99.00		99.00
0124813	09/26/25	Outst	0211060	Victor H. Rodriguez	V0214330	09/22/25		150.00		150.00
							•	150.00		150.00
0124814	09/26/25	Recon	0222594	Alexandra Roman	V0214282	09/18/25		112.00		112.00
								112.00		112.00
0124815	09/26/25	Outst	0229625	Conrado Rosales	V0214327	09/22/25		150.00		150.00
								150.00		150.00
0124816	09/26/25	Recon	0209442	Carmen E. Ruiz-Guerrero	V0214276	09/18/25		250.00		250.00
								250.00		250.00
0124817	09/26/25	Outst	0209112	Fermin Sanchez Ortega	V0214310	09/19/25		150.00		150.00
								150.00		150.00
0124818	09/26/25	Outst	0002822	Cayetano Silva	V0214291	09/19/25		150.00		150.00
								150.00		150.00
0124819	09/26/25	Outst	0226102	Stericycle, Inc	V0214343	09/22/25		44.94		44.94
								44.94		44.94
0124820	09/26/25	Outst	0226555	Adam Thatcher	V0214318	09/22/25		1,000.00		1,000.00
								1,000.00		1,000.00
0124821	09/26/25	Outst	0231800	Robert Till	V0214201	09/15/25		150.00		150.00
								150.00		150.00
0124822	09/26/25	Outst	0178006	Lidia Y. Torres Pineda	V0213918	09/05/25		25.50		25.50
								25.50		25.50
0124843	09/30/25	Outst	0177469	Bright Start College Sav	V0214570	09/30/25		100.00		100.00
								100.00		100.00
0124844	09/30/25	Outst	0001371	Colonial Life & Accident	V0214574	09/30/25		12.00		12.00
								12.00		12.00

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Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0124845	09/30/25	Outst	0101061	Morton College Faculty	V0214572	09/30/25		80.62		80.62
								80.62		80.62
0124846	09/30/25	Outst	0001563	State Disbursement Unit		09/30/25 09/30/25		50.00 417.00		50.00 417.00
								467.00		467.00
0124847	09/30/25	Outst	0231420	Thomas H Hooper	V0214587	09/30/25		735.00		735.00
								735.00		735.00
0124848	09/30/25	Outst	0175113	Algor Plumbing	V0214425	09/26/25	в0006289	30.22		30.22
								30.22		30.22
0124849	09/30/25	Outst	0208384	Altorfer Industries Inc.	V0214213	09/16/25		1,567.48		1,567.48
								1,567.48		1,567.48
0124850	09/30/25	Outst	0002866	Associated Attractions I	V0213998	09/11/25		1,500.00		1,500.00
								1,500.00		1,500.00
0124851	09/30/25	Outst	0001953	AT&T Mobility			B0006284 B0006338	535.88 144.96		535.88 144.96
								680.84		680.84
0124852	09/30/25	Outst	0001401	AZ Commercial			B0006388 B0006279	30.09 59.10		30.09 59.10
								89.19		89.19
0124853	09/30/25	Outst	0001195	Cintas Corporation	V0214446	09/26/25	в0006271	313.38		313.38
								313.38		313.38
0124854	09/30/25	Outst	0001195	Cintas Corporation	V0214447	09/26/25	в0006271	313.38		313.38
								313.38		313.38
0124855	09/30/25	Outst	0001752	Comcast	V0214449	09/26/25	в0006335	392.49		392.49
								392.49		392.49
0124856	09/30/25	Outst	0001752	Comcast	V0214448	09/26/25	в0006309	237.98		237.98
								237.98		237.98

	Bank Co	ode:	01	General	Checking
GL	Account	No:	01-	-0000-000	000-110000000

Check Number		Check Status	Vendor ID	Payee Name		Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0124857	09/30/25	Outst	0001013	ComEd	7	V0214450	09/26/25	B0006362	18,054.86		18,054.86
									18,054.86		18,054.86
0124858	09/30/25	Outst	0001676	Del Galdo Law Group, I	LLC V	V0214452	09/26/25	в0006308	5,517.50		5,517.50
									5,517.50		5,517.50
0124859	09/30/25	Outst	0226075	Dream Big Athletics, I	LLC V	V0214062	09/12/25		1,200.00		1,200.00
									1,200.00		1,200.00
0124860	09/30/25	Outst	0217792	FedEx				B0006344 B0006344	17.42		24.08 17.42
									41.50		41.50
0124861	09/30/25	Outst	0001034	Flinn Scientific Inc				P0017586 P0017586	595.79 31.50		595.79 31.50
									627.29		627.29
0124862	09/30/25	Outst	0007936	Ford Motor Company	7	V0214566	09/29/25	P0017635	1,650.00		1,650.00
									1,650.00		1,650.00
0124863	09/30/25	Outst	0210378	Hinckley Springs	7	V0215664	09/30/25	B0006303	64.92		64.92
									64.92		64.92
0124864	09/30/25	Outst	0001381	Home Depot/GECF	7 7 7 7	V0214489 V0214490 V0214491 V0214492	09/29/25 09/29/25 09/29/25 09/29/25	B0006390 B0006390 B0006390 B0006390 B0006390	12.47 66.16 60.78 349.72 16.33		12.47 66.16 60.78 349.72 16.33
							,,		505.46		505.46
0124865	09/30/25	Outst	0231564	J&M Elote Carts LLC	7	V0214212	09/16/25		370.00		370.00
									370.00		370.00
0124866	09/30/25	Outst	0001076	Jack's Rental, Inc	7	V0214416	09/25/25		365.55		365.55
									365.55		365.55
0124867	09/30/25	Outst	0228377	K Brothers Fence				P0017448 P0017419	562.50 487.00		562.50 487.00
									1,049.50		1,049.50

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Check Number			Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0124868	09/30/25	Outst	0001299	McMaster-Carr	V0214592	09/29/25	P0017587	1,004.85		1,004.85
								1,004.85		1,004.85
0124869	09/30/25	Outst	0001289	Menards	V0214503	09/29/25	B0006277	127.95		127.95
				Menards	V0214504	09/29/25	B0006277	109.99		109.99
								237.94		237.94
0124870	09/30/25	Outst	0002725	NACAT	V0214593	09/29/25	P0017654	75.00		75.00
								75.00		75.00
0124871	09/30/25	Outst	0209352	NCH Corporation	V0214345	09/23/25		272.95		272.95
								272.95		272.95
0124872	09/30/25	Outst	0220780	Oreilly Auto Parts	V0215632	09/30/25	B0006346	37.47 43.46 2.29		37.47
					V0215633	09/30/25	B0006346	43.46		43.46
					V0215634	09/30/25	B0006346			2.29
								83.22		83.22
0124873	09/30/25	Outst	0002406	Paisans Pizza	V0213670	08/28/25		251.99 1,868.60		251.99
					V0213885	09/03/25		1,868.60		1,868.60
					V0214160	09/12/25		587.50		587.50
					VU214162	09/12/25		2 900 00		2 900 00
					V0211103	09/17/25		587.50 1,279.00 2,900.00 185.00		587.50 1,279.00 2,900.00 185.00
					V0214272	09/17/25		84.73		84.73
					V0214365	09/24/25		38.00		38.00
					V0214410	09/25/25		112.68		112.68
								7,307.50		7,307.50
0124874	09/30/25	Outst	0231838	Sunbelt Rentals, Inc	V0214413	09/25/25		4,540.68		4,540.68
								4,540.68		4,540.68
0124875	09/30/25	Outst	0210806	Synergy Sports	V0214292	09/19/25		1,000.00		1,000.00
								1,000.00		1,000.00
0124876	09/30/25	Outst	0155715	Technology Management Re	V0215635	09/30/25	B0006339	2,241.05		2,241.05
								2,241.05		2,241.05
0124877	09/30/25	Outst	0001006	Town of Cicero	V0214521	09/29/25		75.00		75.00
								75.00		75.00

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Check Number		Check Status	Vendor ID	Payee Name			PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0124878	09/30/25	Outst	0001188	Vestis Services, LLC	V0214440	09/26/25		77.93		77.93
								77.93		77.93
0124879	09/30/25	Outst	0206041	Welding Industrial Suppl	V0214609 V0214610	09/29/25 09/29/25	P0017562 P0017585	169.50 498.96		169.50 498.96
								668.46		668.46
0124880	09/30/25	Outst	0001240	Enterprise Leasing Compa	V0215638	09/30/25 09/30/25 09/30/25		191.78 191.78 191.78		191.78 191.78 191.78
								575.34		575.34
0124881	09/30/25	Outst	0222645	PrestoSports, LLC	V0215644	09/30/25		225.00		225.00
								225.00		225.00
E0031659	09/02/25	Outst	0001485	Citibank, N.A.	V0212895 V0212954 V0212982 V0212983 V0212988 V0213167 V0213225	07/16/25 07/22/25 07/22/25 07/29/25 07/30/25 07/30/25 07/30/25 07/31/25 08/05/25 08/28/25		329.04 151.74 56.16 257.95 48.37 98.66 498.20 362.58 145.60 927.44		329.04 151.74 56.16 257.95 48.37 98.66 498.20 362.58 145.60 927.44
E0031660	09/04/25	Outst	0000749	Ms Jennifer L. Angelilli	V0213874	09/03/25		23.98		
70021661	00/04/05		0166681			00/05/05		23.98		23.98
E0031661	09/04/25	Outst	0166671	Ms. Cara A. Bonick	VU213595	08/26/25		335.70 		335.70 335.70
E0031662	09/04/25	Outst	0189374	Mr. Joseph M. Camarillo	770213828	08/29/25		80.00		80.00
E0031002	03/04/23	Outst	0109374	MI. UUSEPII M. Callallilu	V0213020	00/25/25		80.00		80.00
E0031663	09/04/25	Outst	0152864	Christopher R. Dominguez	V0213847	09/02/25		475.00		475.00
								475.00		475.00
E0031664	09/04/25	Outst	0000931	Mr. Juan M. Franco	V0213848	09/02/25		21.00		21.00

Check Number		Check Status		Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								21.00		21.00
E0031665	09/04/25	Outst	0229675	Jeremiah D. Lesure	V0213873	09/03/25		35.00		35.00
								35.00		35.00
E0031666	09/04/25	Outst	0002697	Dr. Keith McLaughlin	V0213677	08/28/25	_	60.63		60.63
								60.63		60.63
E0031667	09/04/25	Outst	0187216	Mr. Neil J. Moss	V0213830	08/29/25	_	80.00		80.00
								80.00		80.00
E0031668	09/04/25	Outst	0000928	Mr. James P. O'Connell,	V0213826	08/29/25	_	80.00		80.00
								80.00		80.00
E0031669	09/04/25	Outst	0000953	Liliana Raygoza	V0213840	08/29/25	_	70.92		70.92
								70.92		70.92
E0031670	09/04/25	Outst	0000738	Ms Gina G. Torres	V0213548	08/21/25	-	85.68 		85.68
								85.68		85.68
E0031671	09/04/25	Outst	0201801	Michael R. Traversa	V0213811 V0213820 V0213827 V0213871 V0213875 V0213882 V0213901	08/29/25 08/29/25 09/03/25 09/03/25 09/03/25		110.00 110.00 110.00 110.00 110.00 110.00 4,000.00		110.00 110.00 110.00 110.00 110.00 110.00 4,000.00
					V0213301	05/05/25	-	4,660.00		4,660.00
E0031672	09/04/25	Outst	0158266	Mr. Christopher J. Wido	V0213817	08/29/25		110.00		110.00
				-			-	110.00		110.00
E0031673	09/04/25	Outst	0229747	Campus Works, Inc	V0213893	09/03/25		5,291.31		5,291.31
							-	5,291.31		5,291.31
E0031674	09/04/25	Outst	0219860	ComPsych Corporation	V0213532	08/20/25		450.00		450.00
							-	450.00		450.00
E0031676	09/09/25	Outst	0188213	Old National Bank	V0212986 V0213433			291.72 72.00		291.72 72.00

Check Number		Check Status	Vendor ID	Payee Name	TD	Doto	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
					V0213487 V0213892 V0213926 V0213928 V0213928 V0213230 V0213236 V0213237 V0213239 V0213239 V0213295 V0213324 V0213881 V0213881 V0213886 V0213887 V0213889 V0213890 V0213920	08/18/25 09/03/25 09/05/25 09/05/25 09/05/25 09/05/25 08/06/25 08/06/25 08/06/25 08/06/25 08/11/25 08/12/25 08/13/25 09/03/25 09/03/25 09/03/25 09/03/25 09/03/25 09/03/25	B0006317 B0006370 B0006371 B0006341	887.00 2,623.00 150.00 82.99 49.99 99.00 329.50 490.00 120.00 402.01 58.00 231.21 294.03 280.15 1,537.00 188.28 2,614.90 1,123.40 3,372.46 25.31		887.00 2,623.00 150.00 82.99 49.99 99.00 329.50 490.00 120.00 402.01 58.00 231.21 294.03 280.15 1,537.00 188.28 2,614.90 1,123.40 3,372.46 25.31
							-	15,321.95		15,321.95
E0031678	09/11/25	Outst	0225621	John Bongiorno	V0212542	07/10/25		3,750.00		3,750.00
								3,750.00		3,750.00
E0031679	09/11/25	Outst	0206556	Lisa Booko	V0212927	07/23/25		1,750.00		1,750.00
								1,750.00		1,750.00
E0031680	09/11/25	Outst	0189374	Mr. Joseph M. Camarillo	V0213906	09/04/25		80.00		80.00
							_	80.00		80.00
E0031681	09/11/25	Outst	0205769	Dwayne Cruz	V0202610 V0211993 V0211994		_	114.00 3,750.00 3,750.00		114.00 3,750.00 3,750.00
								7,614.00		7,614.00
E0031682	09/11/25	Outst	0220269	Senon A. Cruz	V0212500	07/09/25	_	2,000.00		2,000.00
							_	2,000.00		2,000.00
E0031683	09/11/25	Outst	0225665	Urim Demirovski	V0211997	07/03/25	_	2,000.00		2,000.00
								2,000.00		2,000.00
E0031684	09/11/25	Outst	0208811	Stephen Dowjotas	V0211990	07/03/25	-	4,250.00		4,250.00

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	Bank Code:	01 General Checking
GL	Account No:	01-0000-00000-110000000

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								4,250.00		4,250.00
E0031685	09/11/25	Outst	0230907	Reginald E. Fernandez	V0212931	07/23/25		750.00		750.00
							-	750.00		750.00
E0031686	09/11/25	Outst	0219905	Ashley Finke	V0213969	09/10/25		600.00		600.00
							•	600.00		600.00
E0031687	09/11/25	Outst	0000931	Mr. Juan M. Franco	V0212866	07/21/25		4,250.00		4,250.00
							•	4,250.00		4,250.00
E0031688	09/11/25	Outst	0229675	Jeremiah D. Lesure	V0213924 V0213941			35.00 35.00		35.00 35.00
							-	70.00		70.00
E0031689	09/11/25	Outst	0061069	Hector L. Munoz	V0213163	07/31/25		1,250.00		1,250.00
							-	1,250.00		1,250.00
E0031690	09/11/25	Outst	0000928	Mr. James P. O'Connell,	V0213905 V0213952			80.00 21.00		80.00 21.00
							-	101.00		101.00
E0031691	09/11/25	Outst	0230520	Kali Phillips	V0212839	07/17/25		2,000.00		2,000.00
							-	2,000.00		2,000.00
E0031692	09/11/25	Outst	0160605	Ms Rebecca M. Primm	V0213951	09/08/25		670.26		670.26
							-	670.26		670.26
E0031693	09/11/25	Outst	0224552	Cristian Revenco	V0213921	09/05/25		135.00		135.00
							-	135.00		135.00
E0031694	09/11/25	Outst	0201801	Michael R. Traversa	V0213942 V0213948 V0213975	09/08/25		110.00 250.00 110.00		110.00 250.00 110.00
							-	470.00		470.00
E0031695	09/11/25	Outst	0158266	Mr. Christopher J. Wido	V0213909 V0213976			110.00 110.00		110.00
						., ., _,	-	220.00		220.00

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Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0031696	09/11/25	Outst	0219389	Brookshandyman & Assembl	V0213911	09/04/25		300.00		300.00
								300.00		300.00
E0031697	09/11/25	Outst	0202383	Flexible Benefit Service	V0213919	09/05/25		847.00		847.00
								847.00		847.00
E0031698	09/11/25	Outst	0207766	Massachusetts Mutual Lif	V0213982	09/10/25		984.88		984.88
								984.88		984.88
E0031699	09/15/25	Outst	0001422	CCCTU-Cope Fund	V0214180	09/15/25		173.00		173.00
								173.00		173.00
E0031700	09/15/25	Outst	0001374	College & University Cre	V0214182	09/15/25		200.00		200.00
								200.00		200.00
E0031701	09/15/25	Outst	0191845	Metropolitan Alliance of	V0214184	09/15/25		62.00		62.00
								62.00		62.00
E0031702	09/15/25	Outst	0163075	Morton College Foundatio	V0214185	09/15/25		66.17		66.17
								66.17		66.17
E0031703	09/15/25	Outst	0001372	Morton College Teachers		09/15/25 09/15/25		3,148.43 1,888.91		3,148.43
								5,037.34		5,037.34
E0031704	09/15/25	Outst	0209135	Omni Financial Group, In	V0214188	09/15/25		10,883.67		10,883.67
								10,883.67		10,883.67
E0031705	09/15/25	Outst	0001513	SEIU Local 73 Cope	V0214189	09/15/25		28.00		28.00
								28.00		28.00
E0031706	09/15/25	Outst	0001373	Service Employees Intl U	V0214190	09/15/25		251.01		251.01
								251.01		251.01
E0031707	09/15/25	Outst	0001161	State Univ Retirement Sy	V0214193	09/15/25		89,100.39		89,100.39
								89,100.39		89,100.39
E0031708	09/15/25	Outst	0231721	Jacqueline Almaguer	V0213983	09/10/25		450.00		450.00

	Bank Co	ode:	01	General	Checking
GL	Account	No:	01-	-0000-000	000-110000000

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID			Voucher Amount	Cash Disc Amount	Check Amount
								450.00		450.00
E0031709	09/15/25	Outst	0230542	Silvia Chavez	V0214015	09/11/25	в0006348	2,172.50		2,172.50
								2,172.50		2,172.50
E0031710	09/15/25	Outst	0182919	Mr. Ryan Denson	V0214020	09/11/25	в0006353	2,974.30		2,974.30
								2,974.30		2,974.30
E0031711	09/15/25	Outst	0231781	Jessica Garcia-Padua	V0213999	09/11/25		360.15		360.15
								360.15		360.15
E0031712	09/15/25	Outst	0170244	Jonathan S. Gomez	V0213945	09/08/25		900.00		900.00
								900.00		900.00
E0031713	09/15/25	Outst	0227639	Katherine Norris	V0214036	09/11/25	B0006368	1,417.00		1,417.00
								1,417.00		1,417.00
E0031714	09/15/25	Outst	0231130	Julia Ojeda	V0213931 V0213964			91.00 825.00		91.00 825.00
								916.00		916.00
E0031715	09/15/25	Outst	0202280	4AllPromos LLC	V0214078	09/12/25	P0017452	2,301.29		2,301.29
								2,301.29		2,301.29
E0031716	09/15/25	Outst	0013221	4IMPRINT	V0214079	09/12/25	P0017475	369.68 276.48		369.68 276.48
					V0214080 V0214081	09/12/25	P0017508 P0017509	362.98		362.98
								1,009.14		1,009.14
E0031717	09/15/25	Outst	0209709	Accurate Employment Scre	V0214000	09/11/25	в0006320	5,310.59		5,310.59
								5,310.59		5,310.59
E0031718	09/15/25	Outst	0190802	All-Types Elevators Inc			B0006293 B0006293			569.60 569.60
					VUZ141/4	09/13/23	В0000293	1,139.20		1,139.20
T0021710	00/15/05	0	0100100	American General Committee	******	00/11/05	D0006360	,		
F0031/19	09/15/25	outst	0188188	Amazon Capital Services	V0214003	09/11/25	B0006350	123.96		18.96 123.96
							B0006376 B0006340	58.61 41.11		58.61 41.11
4										

Check	Check	Check	Vendor		Voucher ID	Voucher	PO/BPO	Voucher	Cash Disc	Check
Number	Date	Status	ID	Payee Name	ID	Date	Number	Amount	Amount	Amount
					V0214006	09/11/25	B0006369	131.79		131.79
					V0214007	09/11/25	B0006372	65.81		65.81
					V0214008	09/11/25	B0006382	545.60		545.60
					V0214009	09/11/25	B0006361	173.61		173.61
					V0214010	09/11/25	B0006372	79.76		79.76
					V0214011	09/11/25	B0006383	57.49		57.49
					V0214012	09/11/25	B0006316	146.43		146.43
					V0214085	09/12/25	P0017500	394.10		394.10
					V0214087	09/12/25	P0017510	456.01		456.01
					V0214088	09/12/25	P0017512	309.47		309.47
					V0214089	09/12/25	P0017521	395.92		395.92
					V0214090	09/12/25	P0017522	598.00		598.00
					VUZ14U91	09/12/25	P0017542	54.99		54.99
					VUZ14U9Z	09/12/25	P0017542	1/1.93		1/1.93
					VUZ14U94	09/12/25	P0017543	59.34		59.34
					VU214U95	09/12/25	P0017546	34.85		34.85
					VUZ14U96	09/12/25	D0017545	28.89 165.60		28.89 165.60
					770214090	09/12/25	D0017545	105.00		105.00
					7/0214100	09/12/25	D0017551	77 74		77 74
					V0214100 V0214100	09/12/25	D0017561	29 92		29 92
					V0211102	09/12/25	D017536	148 12		148 12
					V0214103	09/12/25	P0017530	299 46		299 46
					V0211101	09/12/25	P0017538	1.357.92		1.357.92
					V0211103	09/12/25	P0017539	359.28		359.28
					V0214108	09/12/25	P0017466	6.94		6.94
					V0214109	09/12/25	P0017541	30.73		30.73
					V0214111	09/12/25	P0017541	337.19		337.19
					V0214112	09/12/25	P0017517	606.59		606.59
					V0214113	09/12/25	P0017544	315.81		315.81
					V0214114	09/12/25	P0017520	350.91		350.91
					V0214115	09/12/25	P0017529	31.64		31.64
					V0214116	09/12/25	P0017565	17.94		17.94
					V0214117	09/12/25	P0017572	175.81		175.81
					V0214118	09/12/25	P0017573	197.07		197.07
					V0214119	09/12/25	P0017584	54.85		54.85
					V0214120	09/12/25	P0017581	586.48		586.48
					V0214121	09/12/25		6.00-		-6.00
					V0214124	09/12/25	P0017583	95.77		95.77
					V0214125	09/12/25	P0017582	1,996.49		1,996.49
					V0214126	09/12/25	P0017577	9.99		9.99
							•	Voucher Amount 131.79 65.81 545.60 173.61 79.76 57.49 146.43 394.10 456.01 309.47 395.92 598.00 54.99 171.93 59.34 34.85 28.89 165.68 436.94 77.74 29.92 148.12 299.46 1,357.92 359.28 6.94 30.73 337.19 606.59 315.81 350.91 31.64 17.94 175.81 197.07 54.85 586.48 6.00- 95.77 1,996.49 9.99		11,629.90
E0031720	09/15/25	Outst	0198820	Asure Software	V0214076					143.81
							•	143.81		143.81
E0031721	09/15/25	Outst	0001818	Blackboard LLC	V0213837	08/29/25		49,484.00		49,484.00
							•			

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Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0031722	09/15/25	Outst	0201853	Club Automation, LLC	V0214018	09/11/25	B0006322	1,348.52		1,348.52
								1,348.52		1,348.52
E0031723	09/15/25	Outst	0000989	Dick Blick	V0214022 V0214177	09/11/25 09/15/25	B0006380 B0006359	229.89 31.86- 29.40 31.86		229.89 -31.86 29.40 31.86
								259.29		259.29
E0031724	09/15/25	Outst	0209578	DisposAll Waste Services	V0214023	09/11/25	B0006302	291.75		291.75
								291.75		291.75
E0031725	09/15/25	Outst	0002145	Ed2Go	V0213899	09/03/25		2,923.00		2,923.00
								2,923.00		2,923.00
E0031726	09/15/25	Outst	0002185	Ellucian Inc.	V0213836	08/29/25		64,766.00		64,766.00
								64,766.00		64,766.00
E0031727	09/15/25	Outst	0218528	ezCater, Inc	V0214128 V0214129 V0214130 V0214131 V0214132 V0214133	09/12/25 09/12/25 09/12/25 09/12/25 09/12/25 09/12/25	P0017566 P0017567 P0017523 P0017498 P0017499 P0017473	171.77 202.36 155.12 232.56 221.12 356.63		171.77 202.36 155.12 232.56 221.12 356.63
								1,339.56		1,339.56
E0031728	09/15/25	Outst	0219437	Farmer's Fridge	V0214024	09/11/25	В0006366	1,180.06		1,180.06
								1,180.06		1,180.06
E0031729	09/15/25	Outst	0212859	Floods Royal Flush Inc	V0214158	09/12/25	в0006357	110.00		110.00
								110.00		110.00
E0031730	09/15/25	Outst	0196370	Follett Higher Education	V0213957	09/09/25		672.75		672.75
								672.75		672.75
E0031731	09/15/25	Outst	0183673	Forvis, LLP	V0214026	09/11/25	в0006315	21,705.00		21,705.00
								21,705.00		21,705.00
E0031732	09/15/25	Outst	0001960	Freestyle Photo Supplies	V0214146	09/12/25	P0017483	94.98		94.98

15 Oct 2025

Check Number		Check Status	Vendor ID	Payee Name			PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								94.98		94.98
E0031733	09/15/25	Outst	0201760	Garvey's Office Products	V0214147	09/12/25	P0017395	17,243.35		17,243.35
							-	17,243.35		17,243.35
E0031734	09/15/25	Outst	0205972	Gas Plus DBA Buddy Bear	V0214028	09/11/25	в0006299	113.94		113.94
							-	113.94		113.94
E0031735	09/15/25	Outst	0219615	Harbor Freight Tools	V0214029	09/11/25	в0006331	213.96		213.96
							-	213.96		213.96
E0031736	09/15/25	Outst	0201903	Hudl	V0213978	09/10/25		3,568.00		3,568.00
							-	3,568.00		3,568.00
E0031737	09/15/25	Outst	0001647	Iron Mountain	V0214077	09/12/25	в0006336	1,031.77		1,031.77
							-	1,031.77		1,031.77
E0031738	09/15/25	Outst	0001775	Jostens	V0214033	09/11/25	в0006337	10.21		10.21
							-	10.21		10.21
E0031739	09/15/25	Outst	0201765	M&M Limousine Service In	V0214148	09/12/25	P0017477	5,364.00		5,364.00
							-	5,364.00		5,364.00
E0031740	09/15/25	Outst	0001339	Minuteman Press of Lyons	V0214150	09/12/25	P0017507	183.95		183.95
							-	183.95		183.95
E0031741	09/15/25	Outst	0227823	Neuco Inc	V0213932 V0213933 V0213935 V0213936 V0213937 V0213955	09/06/25 09/06/25 09/06/25 09/06/25		237.73 83.82 1,792.04 240.52 208.54 105.00		237.73 83.82 1,792.04 240.52 208.54 105.00
E0031742	09/15/25	Outst	0217543	NobleTec, LLC	V0214035	09/11/25	B0006343	,		7,256.00
				, -			-	7,256.00		7,256.00
E0031743	09/15/25	Outst	0208992	NRG Business Marketing L	V0214037	09/11/25	B0006365	,		3,354.26
				-			-	3,354.26		3,354.26

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Bank Code: 01 General Checking GL Account No: 01-0000-00000-110000000

15 Oct 2025

Check Number		Check Status	Vendor ID		Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0031744	09/15/25	Outst	0001122	Office Depot Business So			B0006306 B0006306	178.35 35.93		178.35 35.93
								214.28		214.28
E0031745	09/15/25	Outst	0224297	Pass With PASS, LLC	V0213913	09/04/25		1,312.50		1,312.50
								1,312.50		1,312.50
E0031746	09/15/25	Outst	0002777	ProQuest LLC	V0213922	09/05/25		5,671.80		5,671.80
								5,671.80		5,671.80
E0031747	09/15/25	Outst	0201778	Quality Logo Products, I	V0214153 V0214154	09/12/25 09/12/25	P0017451 P0017456	240.00 450.12		240.00 450.12
								690.12		690.12
E0031748	09/15/25	Outst	0183893	REACH	V0213841	08/31/25		5,600.00		5,600.00
								5,600.00		5,600.00
E0031749	09/15/25	Outst	0001967	Shaw Media	V0214045	09/11/25	в0006377	224.94		224.94
								224.94		224.94
E0031750	09/15/25	Outst	0001156	Smithereen Exterminating	V0214047	09/11/25	в0006270	186.00		186.00
								186.00		186.00
E0031751	09/15/25	Outst	0229014	Spa in Your Space Mobile	V0214053	09/11/25		460.00		460.00
								460.00		460.00
E0031752	09/15/25	Outst	0211532	Tri-Electronics, Inc.	V0213958	09/09/25		4,794.00		4,794.00
								4,794.00		4,794.00
E0031753	09/15/25	Outst	0002095	TruGreen LP	V0214048	09/11/25	B0006285	758.28		758.28
								758.28		758.28
E0031754	09/15/25	Outst	0226256	Unique Products & Servic	V0214155	09/12/25	P0017558	425.00		425.00
								425.00		425.00
E0031755	09/15/25	Outst	0001703	Vernier Science Educatio	V0214156	09/12/25	P0017535	946.05		946.05
								946.05		946.05

	Bank Co	ode:	01	General	Checking
GL	Account	No:	01-	-0000-000	000-110000000

Check Number	Check Date	Status	Vendor ID	Payee Name	ID	Date	Number	Voucher Amount	Amount	Check Amount
E0031756	09/15/25			Watermark Insights, LLC				14,740.98		14,740.98
								14,740.98		14,740.98
E0031757	09/15/25	Outst	0177607	YBP Library Services	V0214049 V0214050	09/11/25 09/11/25	B0006360 B0006360	27.00 263.90		27.00 263.90
								290.90		290.90
E0031758	09/16/25	Outst	0225313	Corporate Payment System	V0213986 V0213987 V0213988 V0213990	09/11/25 09/11/25 09/11/25 09/11/25		419.03 3,370.18 4,266.55 1,299.00		419.03 3,370.18 4,266.55 1,299.00 9,354.76
E0031759	09/16/25	Outst	0190089	30E Solutions	V0214220	09/16/25	B0006342	·		5,000.00
								5,000.00		5,000.00
E0031760	09/16/25	Outst	0001890	Konica Minolta Bus Solut	V0214222 V0214223 V0214224 V0214225 V0214226 V0214227 V0214228 V0214230 V0214231 V0214233 V0214234 V0214235 V0214235 V0214236 V0214237 V0214238	09/16/25 09/16/25 09/16/25 09/16/25 09/16/25 09/16/25 09/16/25 09/16/25 09/16/25 09/16/25 09/16/25 09/16/25 09/16/25 09/16/25 09/16/25	B0006386 B0006386 B0006386 B0006386 B0006386 B0006386 B0006386 B0006386 B0006386 B0006386 B0006386 B0006386 B0006386 B0006386	105.00 90.00 90.00 90.00 240.00 90.00 80.00 105.00 74.71 105.00 90.00 80.00 240.00 90.00 90.00 90.00 105.00		105.00 90.00 90.00 90.00 240.00 90.00 80.00 105.00 74.71 105.00 90.00 80.00 240.00 90.00 90.00 105.00
E0031761	09/16/25	Outst	0002233	Konica Minolta Premier F	V0214239 V0214240 V0214241 V0214242 V0214243 V0214244 V0214245 V0214246 V0214247 V0214248	09/16/25 09/16/25 09/16/25 09/16/25 09/16/25 09/16/25 09/16/25 09/16/25 09/16/25	B0006387 B0006387 B0006387 B0006387 B0006387 B0006387 B0006387 B0006387 B0006387			641.00 451.00 332.61 654.91 626.94 193.47 3,920.72 1,960.36 4,011.50 2,409.54

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Check Amount	Cash Disc Amount	Voucher Amount	PO/BPO Number	Voucher Date	Voucher ID	Payee Name		Check Status		Check Number
1,204.77		1,204.77	B0006387	09/16/25	V0214249					
16,406.82		16,406.82	=							
12.00		12.00		09/11/25	V0214051	Ms. Lauren Caruso	0200455	Outst	09/18/25	E0031762
12.00		12.00	_							
4,000.00		4,000.00		09/15/25	V0214210	Mauricio Guerrero-Bucio	0210685	Outst	09/18/25	E0031763
4,000.00		4,000.00	_							
1,525.00		1,525.00		09/17/25	V0214267	Mrs. Nancy N. Jeffries	0156123	Outst	09/18/25	E0031764
1,525.00		1,525.00	_							
35.00		35.00		09/12/25	V0214064	Jeremiah D. Lesure	0229675	Outst	09/18/25	E0031765
35.00		35.00	_							
500.00		500.00		09/08/25	V0213946	Teresa Meza	0228375	Outst	09/18/25	E0031766
500.00		500.00	_							
110.00		110.00		09/12/25	V0214061	Hector L. Munoz	0061069	Outst	09/18/25	E0031767
110.00		110.00	_							
99.00		99.00		09/17/25	V0214255	Ivan Munoz	0212423	Outst	09/18/25	E0031768
99.00		99.00	_							
4,000.00		4,000.00		09/17/25	V0214254	Mrs. Guadalupe Perez	0000863	Outst	09/18/25	E0031769
4,000.00		4,000.00								
35.00 35.00		35.00 35.00		08/29/25 09/12/25		Cristian Revenco	0224552	Outst	09/18/25	E0031770
70.00		70.00								
56.00		56.00		09/15/25	V0214208	Diana Salgado	0218609	Outst	09/18/25	E0031771
56.00		56.00	_							
100.00		100.00		09/11/25	V0213985	Mr. Bradley J. Sleeth	0003089	Outst	09/18/25	E0031772
100.00		100.00	_							
49.00		49.00	-	09/15/25	V0214206	Henrique Soares	0224941	Outst	09/18/25	E0031773

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Check Number		Check Status		Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								49.00		49.00
E0031774	09/18/25	Outst	0201801	Michael R. Traversa	V0214196	09/15/25		220.00		220.00
								220.00		220.00
E0031775	09/18/25	Outst	0158266	Mr. Christopher J. Wido	V0214195	09/15/25		220.00		220.00
								220.00		220.00
E0031776	09/18/25	Outst	0156097	ACI Payments, Inc.	V0214066	09/12/25		8,482.66		8,482.66
								8,482.66		8,482.66
E0031777	09/18/25	Outst	0201801	Michael R. Traversa		08/28/25 08/28/25		315.33 99.00		315.33 99.00
								414.33		414.33
E0031781	09/25/25	Outst	0217233	Domonique M. Bealer	V0213980	09/10/25		311.00		311.00
								311.00		311.00
E0031782	09/25/25	Outst	0002990	Ms Carolina Castillo	V0214277	09/18/25		266.00		266.00
								266.00		266.00
E0031783	09/25/25	Outst	0212408	Jesse A. Galeana	V0214347	09/23/25		26.50		26.50
								26.50		26.50
E0031784	09/25/25	Outst	0214955	Mr. Samuel Gamino	V0214362	09/24/25		860.60		860.60
								860.60		860.60
E0031785	09/25/25	Outst	0229675	Jeremiah D. Lesure	V0214332	09/22/25		100.00		100.00
								100.00		100.00
E0031786	09/25/25	Outst	0192110	Mrs. Joanna M. Martin	V0214383	09/24/25		65.68		65.68
								65.68		65.68
E0031787	09/25/25	Outst	0204642	George Martinez	V0213768	08/28/25		2,000.00		2,000.00
								2,000.00		2,000.00
E0031788	09/25/25	Outst	0197664	Ms. Claudia Mosqueda	V0214360	09/24/25		862.00		862.00
								862.00		862.00

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Check Number		Check Status		Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0031789	09/25/25	Outst	0061069	Hector L. Munoz		08/29/25 09/19/25		2,500.00		2,500.00
								2,610.00		2,610.00
E0031790	09/25/25	Outst	0226318	Vanessa Nisbet	V0214209	09/15/25		475.00		475.00
								475.00		475.00
E0031791	09/25/25	Outst	0000925	Mr. Juan A. Rivera	V0214361	09/24/25		1,193.72		1,193.72
								1,193.72		1,193.72
E0031792	09/25/25	Outst	0019347	Sandra L. Salas	V0214260	09/17/25		65.94		65.94
								65.94		65.94
E0031793	09/25/25	Outst	0220632	Thomas J. Schlesinger	V0214319	09/22/25		600.00		600.00
								600.00		600.00
E0031794	09/25/25	Outst	0216705	Stephanie M. Gassensmith	V0213779	08/28/25		2,000.00		2,000.00
								2,000.00		2,000.00
E0031795	09/25/25	Outst	0195022	Ms. Jennifer Schreier	V0214322	09/22/25		744.88		744.88
								744.88		744.88
E0031796	09/25/25	Outst	0201801	Michael R. Traversa	V0214314 V0214334	09/19/25 09/22/25		110.00 220.00		110.00 220.00
								330.00		330.00
E0031801	09/30/25	Outst	0001422	CCCTU-Cope Fund	V0214571	09/30/25		173.00		173.00
								173.00		173.00
E0031802	09/30/25	Outst	0001374	College & University Cre	V0214573	09/30/25		200.00		200.00
								200.00		200.00
E0031803	09/30/25	Outst	0160763	Illinois Education Assoc	V0214575	09/30/25		1,816.04		1,816.04
								1,816.04		1,816.04
E0031804	09/30/25	Outst	0191845	Metropolitan Alliance of	V0214576	09/30/25		62.00		62.00
								62.00		62.00

ACCOUNTS PAYABLE CHECK REGISTER Page 30 Period 09/01/2025 - 09/30/2025

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Check Number		Check Status		Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0031805	09/30/25	Outst	0163075	Morton College Foundatio	V0214577	09/30/25		46.67		46.67
							-	46.67		46.67
E0031806	09/30/25	Outst	0001372	Morton College Teachers		09/30/25 09/30/25		2,859.27 1,826.17		2,859.27 1,826.17
							•	4,685.44		4,685.44
E0031807	09/30/25	Outst	0209135	Omni Financial Group, In	V0214580	09/30/25		10,544.29		10,544.29
							•	10,544.29		10,544.29
E0031808	09/30/25	Outst	0001513	SEIU Local 73 Cope	V0214581	09/30/25		28.00		28.00
							-	28.00		28.00
E0031809	09/30/25	Outst	0001373	Service Employees Intl U	V0214582	09/30/25		251.01		251.01
							-	251.01		251.01
E0031810	09/30/25	Outst	0001161	State Univ Retirement Sy	V0214585	09/30/25		96,773.58		96,773.58
							-	96,773.58		96,773.58
E0031811	09/30/25	Outst	0231721	Jacqueline Almaguer	V0213984	09/11/25		450.00		450.00
							-	450.00		450.00
E0031812	09/30/25	Outst	0190583	Alyssa I. Barrera	V0214279	09/18/25		3,900.00		3,900.00
							-	3,900.00		3,900.00
E0031813	09/30/25	Outst	0230542	Silvia Chavez	V0214445	09/26/25	B0006348	2,693.90		2,693.90
							-	2,693.90		2,693.90
E0031814	09/30/25	Outst	0182919	Mr. Ryan Denson	V0214453	09/26/25	B0006353	2,974.30		2,974.30
							-	2,974.30		2,974.30
E0031815	09/30/25	Outst	0170244	Jonathan S. Gomez	V0214202	09/15/25		900.00		900.00
							-	900.00		900.00
E0031816	09/30/25	Outst	0001466	5 Star Interpreting, LLC		09/17/25 09/18/25		570.00 760.00		570.00 760.00
							-	1,330.00		1,330.00

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Check Number	Date	Status	ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0031817	09/30/25	Outst	0171475	ABC Automotive Electroni	V0214422	09/26/25	B0006391	2,767.55		2,767.55
								2,767.55		2,767.55
E0031818	09/30/25	Outst	0168159	ACS	V0214274	09/18/25		868.00		868.00
								868.00		868.00
E0031819	09/30/25	Outst	0196815	Advance Auto Parts	V0214423	09/26/25	B0006321	34.47		34.47
								34.47		34.47
E0031820	09/30/25	Outst	0169985	Alcove Insights, LLC	V0214253	09/16/25		810.00		810.00
								810.00		810.00
E0031821	09/30/25	Outst	0182207	Alliant Insurance Servic	V0214426	09/26/25	B0006389	12,500.00		12,500.00
								12,500.00		12,500.00
E0031822	09/30/25	Outst	0188188	Amazon Capital Services	V0214467	09/29/25	B0006350	21.84		21.84
				-	V0214469	09/29/25	B0006382	75.47		75.47
					V0214470	09/29/25	B0006382	32.95		32.95
					V0214471	09/29/25	B0006382	199.50		199.50
					V0214472	09/29/25	B0006382	66.01		66.01
					V0214473	09/29/25	B0006382	11.99		11.99
					V0214474	09/29/25	B0006381	150.64		150.64
					V0214475	09/29/25	B0006340	106.65		106.65
					V0214476	09/29/25	B0006340	13.78		13.78
					V0214477	09/29/25	B0006340	70.26		70.26
					V0214478	09/29/25	B0006372	103.60		103.60
					V0214479	09/29/25	B0006290	71.29		71.29
					V0214480	09/29/25	B0006352	85.31		85.31
					V0214481	09/29/25	B0006352	105.00		105.00
					V0214523	09/29/25	B0006340	69.32-		-69.32
					V0214524	09/29/25	P0017400	189.99		189.99
					V0214525	09/29/25		189.99-		-189.99
					V0214527	09/29/25	P0017621	617.22		617.22
					V0214528	09/29/25	P0017622	267.39		267.39
					V0214529	09/29/25	P0017600	203.19		203.19
					V0214530	09/29/25	P0017611	198.04		198.04
					V0214531	09/29/25	P0017611	25.98		25.98
					V0214532	09/29/25	P0017607	13.03		13.03
					V0214533	09/29/25	P0017613	22.67		22.67
					V0214534	09/29/25	P0017614	27.93		27.93
					V0214535	09/29/25	P0017620	34.12		34.12
					V0214536	09/29/25	P0017629	98.97		98.97
					V0214538	09/29/25	P0017623	344.89		344.89
					V0214539	09/29/25	P0017630	173.76		173.76
				Amazon Capital Services	V0214540	09/29/25	P0017624	105.48		105.48

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Check Number	Check	Check	Vendor	Payee Name	Voucher		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
					V0214541	09/29/25	P0017593	454.81 1,612.01 678.94 379.99 1,638.00 148.87 18.49 516.63 16.49 16.49- 78.07 98.97 111.37 402.07 41.26 258.86 97.78 513.34 27.90		454.81
					V0214542	09/29/25	P0017632	1,612.01		1,612.01
					V0214543	09/29/25	P0017639	678.94		678.94
					V0214544	09/29/25	P0017640	379.99		379.99
					V0214545	09/29/25	P0017532	1,638.00		1,638.00
					V0214546	09/29/25	P0017514	148.87		148.87
					V0214547	09/29/25	P0017564	18.49		18.49
					V0214548	09/29/25	P0017571	516.63		516.63
					V0214549	09/29/25	P0017581	16.49		16.49
					V0214550	09/29/25		16.49-		-16.49
					V0214551	09/29/25	P0017615	78.07		78.07
					V0214552	09/29/25	P0017598	98.97		98.97
					V0214553	09/29/25	P0017599	111.37		111.37
					V0214554	09/29/25	P0017601	402.07		402.07
					V0214555	09/29/25	P0017605	41.26		41.26
					V0214556	09/29/25	P0017589	258.86		258.86
					V0214557	09/29/25	P0017590	97.78		97.78
					V0214558	09/29/25	P0017591	513.34		513.34
					V0214559	09/29/25	P0017592	27.90		27.90
					V0214560	09/29/25	P0017597	208.54		208.54
					V0215637	09/30/25	P0017646	16.49- 78.07 98.97 111.37 402.07 41.26 258.86 97.78 513.34 27.90 208.54 384.66		384.66
								10,848.20		10,848.20
E0031823	09/30/25	Outst	0186287	Amity Hospital Service I	V0214427	09/26/25	B0006385	600.00		600.00
								600.00		600.00
E0031824	09/30/25	Outst	0169207	Arbor Scientific	V0215639	09/30/25	P0017631	491.44		491.44
								491.44		491.44
E0031825	09/30/25	Outst	0001272	Batteries Plus LLC	V0214432	09/26/25	в0006274	254.64		254.64
								254.64		254.64
E0031826	09/30/25	Outst	0200061	Believers	V0214268	09/17/25		495.00		495.00
					V0214363	09/24/25		495.00 225.00		225.00
								720.00		720.00
E0031827	09/30/25	Outst	0194510	Blades of Glory Inc	V0214433	09/26/25	B0006294	700.00		700.00
10031027	07/30/23	Julbi	0171310	Diages of Giory inc			B0006294	700.00		700.00
							B0006294	700.00 700.00		700.00
							B0006291	700.00		700.00
								2,800.00		2,800.00
E0031828	09/30/25	Outst	0219909	Body Plumbing Inc	V0214441	09/26/25	B0006392	720.50		720.50
								720.50		720.50

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Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0031829	09/30/25	Outst	0229747	Campus Works, Inc		, -, -,	B0006394 B0006393	16,033.00 28,600.00		16,033.00 28,600.00
							-	44,633.00		44,633.00
E0031830	09/30/25	Outst	0209459	Cornerstone Government A	V0214451	09/26/25	в0006379	14,000.00		14,000.00
							-	14,000.00		14,000.00
E0031831	09/30/25	Outst	0222089	Corporate Traditions, IN	V0214281	09/18/25		2,000.00		2,000.00
							-	2,000.00		2,000.00
E0031832	09/30/25	Outst	0212349	Del's Moving Inc	V0214258	09/17/25		950.00		950.00
							-	950.00		950.00
E0031833	09/30/25	Outst	0231129	Diesels Brew LLC	V0214408	09/24/25		487.00		487.00
							-	487.00		487.00
E0031834	09/30/25	Outst	0209578	DisposAll Waste Services	V0214454 V0214482	09/26/25 09/29/25	B0006302 B0006302	575.71 555.56		575.71 555.56
							-	1,131.27		1,131.27
E0031835	09/30/25	Outst	0231697	Element451, Inc	V0214136	09/12/25		107,966.00		107,966.00
							=	107,966.00		107,966.00
E0031836	09/30/25	Outst	0218528	ezCater, Inc			P0017578 P0017556	288.66 128.66		288.66 128.66
							-	417.32		417.32
E0031837	09/30/25	Outst	0219326	Ferrilli	V0215663	09/30/25	в0006345	4,200.00		4,200.00
							-	4,200.00		4,200.00
E0031838	09/30/25	Outst	0196370	Follett Higher Education	V0214284 V0214358 V0214564 V0214565	09/24/25 09/29/25		26,378.70 604.97 124.99- 245.75- 26,612.93		26,378.70 604.97 -124.99 -245.75
E0031839	09/30/25	Outst	0202852	Freepoint Energy Solutio	V0214502	09/29/25	B0006364			34,539.88
				_ 52			-	34,539.88		34,539.88

	Bank Co	ode:	01	General	Checking
GL	Account	No:	01-	-0000-000	000-110000000

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0031840	09/30/25	Outst	0201760	Garvey's Office Products				1,119.12 390.00		1,119.12
								1,509.12		1,509.12
E0031841	09/30/25	Outst	0001056	Hildebrand Sporting Good	V0211300	09/29/25 09/29/25 09/29/25 09/29/25	1001/303			497.25 10,370.00 460.00 4,145.00
								15,472.25		15,472.25
E0031842	09/30/25	Outst	0001061	ICCTA	V0214251	09/16/25		1,300.00		1,300.00
								1,300.00		1,300.00
E0031843	09/30/25	Outst	0193931	Johnson Controls Inc	V0214357	09/24/25		3,930.00		3,930.00
								3,930.00		3,930.00
E0031844	09/30/25	Outst	0001775	Jostens	V0214496		B0006337	10.21		10.21 10.21 10.21
								30.63		30.63
E0031845	09/30/25	Outst	0222209	Kanopy Inc	V0214259	09/17/25		1,000.00		1,000.00
								1,000.00		1,000.00
E0031846	09/30/25	Outst	0001890	Konica Minolta Bus Solut	V0214520 V0215631	09/29/25 09/30/25	B0006386 B0006386	75.32 9,232.25		75.32 9,232.25
								9,307.57		9,307.57
E0031847	09/30/25	Outst	0002233	Konica Minolta Premier F	V0214499 V0214500	09/29/25	B0006387 B0006387	332.61 654.91 249.67 9,033.89		332.61 654.91 249.67 9,033.89
								10,271.08		10,271.08
E0031848	09/30/25	Outst	0002364	Labyrinth Learning	V0214269	09/17/25		960.00		960.00
								960.00		960.00
E0031849	09/30/25	Outst	0231326	Mi Flow Studio	V0213981	09/10/25		250.00		250.00
								250.00		250.00

Bank Code: 01 General Checking GL Account No: 01-0000-00000-110000000

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0031850	09/30/25	Outst	0217543	NobleTec, LLC	V0214505 V0215642	09/29/25 09/30/25	B0006343 P0017617	7,256.00 34,207.13		7,256.00 34,207.13
								41,463.13		41,463.13
E0031851	09/30/25	Outst	0001122	Office Depot Business So	V0214506 V0214507 V0214594 V0214611	09/29/25 09/29/25 09/29/25 09/29/25	B0006306 B0006306 P0017580 P0017580	53.17 30.53- 334.63 0.90		53.17 -30.53 334.63 0.90
								358.17		358.17
E0031852	09/30/25	Outst	0219663	Paragon Micro Inc	V0214596	09/29/25	P0017627 P0017405 P0017594	541.35 862.60		318.04 541.35 862.60
								1,721.99		1,721.99
E0031853	09/30/25	Outst	0001128	Pasco Scientific	V0214598 V0215643	09/29/25 09/30/25	P0017421 P0017547	405.00 664.50		405.00 664.50
								1,069.50		1,069.50
E0031854	09/30/25	Outst	0001529	Pocket Nurse Enterprises	V0214599	09/29/25	P0017568	479.96		479.96
								479.96		479.96
E0031855	09/30/25	Outst	0169797	Russo's Power Equipment,	V0214508 V0214509 V0214511	09/29/25 09/29/25 09/29/25	B0006288 B0006288 B0006288	260.49 284.58 284.58-		260.49 284.58 -284.58
								260.49		260.49
E0031856	09/30/25	Outst	0157227	Staples Advantage	V0215645	09/30/25	P0017655	152.43		152.43
								152.43		152.43
E0031857	09/30/25	Outst	0002889	Suburban Door Check & Lo	V0214513 V0214515			158.00 802.00		158.00 802.00
								960.00		960.00
E0031858	09/30/25	Outst	0226256	Unique Products & Servic	V0214600 V0214601 V0214603 V0214604 V0214605 V0214606	09/29/25	P0017596 P0017595	572.46 298.86 258.96 66.00 120.00 225.72		572.46 298.86 258.96 66.00 120.00 225.72

15 Oct 2025 ACCOUNTS PAYABLE CHECK REGISTER Page 36 11:11 Period 09/01/2025 - 09/30/2025

Bank Code: 01 General Checking
GL Account No: 01-0000-00000-110000000

Check Check Check Vendor Voucher Voucher PO/BPO Voucher Cash Disc Check Number Date Status ID Payee Name ID Date Number Amount Amount Amount E0031859 09/30/25 Outst 0001703 Vernier Science Educatio V0214607 09/29/25 P0017540 1,073.30 1,073.30 ______ 1,073.30 1,073.30 E0031860 09/30/25 Outst 0001183 Ward's Natural Science V0214608 09/29/25 P0017575 242.25 242.25 242.25 242.25 E0031861 09/30/25 Outst 0001406 Wex Bank V0214518 09/29/25 B0006307 2,169.68 2,169.68 2,169.68 2,169.68 E0031862 09/30/25 Outst 0161212 WSCCI V0214414 09/25/25 500.00 500.00 ______ 500.00 500.00 E0031863 09/30/25 Outst 0177607 YBP Library Services V0214519 09/29/25 B0006360 50.73 50.73

1,146,071.80

1,146,071.80

15 Oct 2025 CHECK REGISTER SUMMARY REPORT Page 37 11:11 Period 09/01/2025 - 09/30/2025

Bank Code	Account Number	Description	Debit	Credit
01 General Checking	01-0000-00000-230000000	General : Accounts Payable	1,146,071.80	0.00
	01-0000-00000-110000000	General : Cash	0.00	1,146,071.80
			1,146,071.80	1,146,071.80

Morton College Over 10K Report September 2025

Vendor Name	Check Date	Check Number	Board Approved Date	Amount	Item Description Line 1
Alliant Insurance Services, Inc	9/30/2025	E0031821	6/25/2025	\$12,500.00	Oct, Nov & Dec 2025
Amazon Capital Services	9/15/2025	E0031719	8/28/2024	\$11,629.90	100 count AAA Batteries
Amazon Capital Services	9/30/2025	E0031822	8/28/2024	\$10,848.20	100ft measure
Blackboard LLC	9/15/2025	E0031721	9/30/2024	\$49,484.00	Blackboard Learn SAAS
Blue Cross Blue Shield of Illinois	9/5/2025	0124668	EXEMPT	\$11,444.92	Sept25: Accidental &
Campus Works, Inc	9/4/2025	E0031673	EXEMPT	\$5,291.31	Travel expense - Interim
Campus Works, Inc	9/30/2025	E0031829	6/25/2025	\$44,633.00	IT CIO Services
ComEd	9/30/2025	0124857	8/27/2025	\$18,054.86	Electricity
Cornerstone Government Affairs, Inc.	9/30/2025	E0031830	3/26/2025	\$14,000.00	August Consulting Service
Element451, Inc	9/30/2025	E0031835	8/27/2025	\$107,966.00	Element451
Ellucian Inc.	9/15/2025	E0031726	8/27/2025	\$64,766.00	Business Objects
Follett Higher Education Group, LLC	9/15/2025	E0031730	EXEMPT	\$672.75	Intro to the speechmaking
Follett Higher Education Group, LLC	9/30/2025	E0031838	EXEMPT	\$26,612.93	3rd party sponsor book
Forvis, LLP	9/15/2025	E0031731	6/25/2025	\$21,705.00	Audit Services
Freepoint Energy Solutions, LLC.	9/30/2025	E0031839	8/27/2025	\$34,539.88	Energy Charge
Garvey's Office Products Inc	9/15/2025	E0031733	EXEMPT	\$17,243.35	Garvey Furniture
Garvey's Office Products Inc	9/30/2025	E0031840	EXEMPT	\$1,509.12	Lab Chairs
Hildebrand Sporting Goods	9/30/2025	E0031841	2/27/2025	\$15,472.25	baseball apparel
Konica Minolta Bus Solut	9/16/2025	E0031760	8/27/2025	\$1,854.71	Maintenance
Konica Minolta Bus Solut	9/30/2025	E0031846	8/27/2025	\$9,307.57	Maintenance
Konica Minolta Premier Finance	9/16/2025	E0031761	8/27/2025	\$16,406.82	500-0608163-000
Konica Minolta Premier Finance	9/30/2025	E0031847	8/27/2025	\$10,271.08	500-0637476-000
NobleTec, LLC	9/15/2025	E0031742	8/27/2025	\$7,256.00	August Billing
NobleTec, LLC	9/30/2025	E0031850	8/27/2025	\$41,463.13	Barracuda Backup 3080
Old National Bank	9/9/2025	E0031676	EXEMPT	\$15,321.95	ACCT Registration New
Omni Financial Group, Inc.	9/15/2025	E0031704	EXEMPT	\$10,883.67	Payroll Deductions
Omni Financial Group, Inc.	9/30/2025	E0031807	EXEMPT	\$10,544.29	Payroll Deductions
Paisans Pizza	9/15/2025	0124748	EXEMPT	\$7,222.59	Dual Enrollment
Paisans Pizza	9/30/2025	0124873	EXEMPT	\$7,307.50	18" Cheese Pizza
State Univ Retirement Systems	9/15/2025	E0031707	EXEMPT	\$89,100.39	Payroll Deductions
State Univ Retirement Systems	9/30/2025	E0031810	EXEMPT	\$96,773.58	Payroll Deductions
The Heating & Cooling Works	9/15/2025	0124739	EXEMPT	\$19,250.00	Emergency Repair
Watermark Insights, LLC	9/15/2025	E0031756	8/27/2025	\$14,740,98	Watermark Invoice

\$ 826,077.73



Joanna M Martin

From: Mireya Perez

Sent: Wednesday, October 15, 2025 4:12 PM

To: Board Materials

Subject: Board action - Monthly Budget Report for Month End September 2025

Attachments: MC- SEPT 2025 MONTHLY BUDGET REPORT.pdf

Proposed Action: THAT THE MONTHLY BUDGET REPORT FOR FISCAL YEAR TO DATE ENDING SEPTEMBER 2025 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 FY26 Budget Report Month Ending September 30, 2025



Morton Community College Budget Report Summary September 30, 2025

Funds		Actual		Budget	%		Budget Remaining	
Education Fund								
Revenue	\$	10,709,075	\$	32,269,031	33.2%	\$	21,559,956	
Expenditures	Ψ	(7,467,628)	7	(32,485,615)	23.0%	7	(25,017,987)	
Net	\$	3,241,447	\$	(216,584)		\$	(3,458,031)	
Operations & Maintenance Fund								
Revenue	\$	474,424	\$	3,435,800	13.8%	\$	2,961,376	
Expenditures		(841,560)		(3,545,800)	23.7%		(2,704,240)	
Net	\$	(367,136)	\$	(110,000)		\$	257,136	
Restricted Purpose Fund								
Revenue	\$	171,570	\$	22,947,817	0.7%	\$	22,776,247	
Expenditures		(3,764,200)		(22,947,817)	16.4%		(19,183,617)	
Net	\$	(3,592,630)	\$	-		\$	3,592,630	
Audit Fund								
Revenue	\$	25,669	\$	101,922	25.2%	\$	76,253	
Expenditures		(31,705)		(101,922)	31.1%		(70,217)	
Net	\$	(6,036)	\$	-		\$	6,036	
Liability, Protection & Settlement Fund								
Revenue	\$	254,093	\$	984,426	25.8%	\$	730,333	
Expenditures		(737,372)		(984,426)	74.9%		(247,054)	
Net	\$	(483,279)	\$	-		\$	483,279	
General Bond Obligation Fund								
Revenue	\$	251,565	\$	691,152	36.4%	\$	439,587	
Expenditures				(642,075)	0.0%		(642,075)	
Net	\$	251,565	\$	49,077		\$	(202,488)	
Operations & Maintenance (Restricted) Fund								
Revenue	\$	24,773	\$	4,700,524	0.5%	\$	4,675,751	
Expenditures		(128,146)	_	(4,700,524)	2.7%		(4,572,378)	
Net	\$	(103,373)	\$	-		\$	103,373	
All Funds		44.041.150		CE 420 CZ2	40.007		F2 242 F25	
Revenue	\$	11,911,169	\$	65,130,672	18.3%	\$	53,219,503	
Expenditures		(12,970,611)		(65,408,179)	19.8%	\$	(52,437,568)	
Net	\$	(1,059,442)	\$	(277,507)		\$	781,935	

EDUCATION FUND REVENUE September 30, 2025

3cptc///30, 2023	 Actual Budget		%	R	Budget Remaining	
REVENUE						
LOCAL GOVERNMENT						
Property taxes	\$ 2,247,400	\$	8,816,400	25.5%	\$	6,569,000
Total Local Government	\$ 2,247,400	\$	8,816,400		\$	6,569,000
CORPORATE PERSONAL PROPERTY TAXES	\$ 25,248	\$	1,500,000	1.7%	\$	1,474,752
SURS HEALTH - ON BEHALF PAYMENTS	\$ -	\$	-	0.0%	\$	-
STATE GOVERNMENT						
ICCB credit hour grants	\$ 641,007	\$	2,791,517	23.0%	\$	2,150,510
ICCB equalization grants	1,275,040		4,173,529	30.6%		2,898,489
CTE formula grant	 		225,000	0.0%		225,000
Total State Government	\$ 1,916,047	\$	7,190,046		\$	5,273,999
STUDENT TUITION AND FEES						
Tuition	\$ 4,912,592	\$	11,065,000	44.4%	\$	6,152,408
Fees	 1,329,095		2,295,535	57.9%		966,440
Total Tuition and Fees	\$ 6,241,687	\$	13,360,535		\$	7,118,848
MISCELLANEOUS						
Sales and service fees	\$ 8,444	\$	250,550	3.4%	\$	242,106
Investment revenue	270,249		1,200,000	22.5%		929,751
Nongovernmental gifts & scholarships	 -		1,500	0.0%		1,500
Total Other Sources	\$ 278,693	\$	1,452,050		\$	1,173,357
Total Revenue	\$ 10,709,075	\$	32,319,031	33.1%	\$	21,609,956
Transfers in	\$ -	\$	<u>-</u>	0.0%	\$	-
Total Revenue and Transfers in	\$ 10,709,075	\$	32,319,031	33.1%	\$	21,609,956

EDUCATION FUND EXPENDITURES

September 30, 2025

September 30, 2025	Actual	Budget	%	Budget Remaining
EXPENDITURES				
By Program:				
Instruction				
Salaries	\$ 1,878,683	\$ 9,641,809	19.5%	\$ 7,763,126
Employee benefits	322,460	1,161,955	27.8%	839,495
Contractual services	138,461	590,000	23.5%	451,539
Material and supplies	138,652	816,320	17.0%	677,668
Conferences and meetings	8,018	90,200	8.9%	82,182
Total Instruction	2,486,274	12,300,284	20.2%	9,814,010
Academic Support				
Salaries	225,378	1,222,715	18.4%	997,337
Employee benefits	39,783	186,204	21.4%	146,421
Contractual services	163,144	336,000	48.6%	172,856
Material and supplies	81,141	308,400	26.3%	227,259
Conferences and meetings	10,036	55,950	17.9%	45,914
Fixed charges	26,678.00	150,000	17.8%	123,322
Total Academic Support	546,160	2,259,269	24.2%	1,713,109
Student Services				
Salaries	547,622	2,501,609	21.9%	1,953,987
Employee benefits	110,066	428,827	25.7%	318,761
Contractual services	181,162	454,000	39.9%	272,838
Material and supplies	3,507	210,575	1.7%	207,068
Conferences and meetings	28,239	208,150	13.6%	179,911
Fixed charges	-	26,500	0.0%	26,500
Total Student Services	870,596	3,829,661	22.7%	2,959,065
Public Service/Continuing Education	02.500	202.417	20.0%	200 011
Salaries	92,506	302,417	30.6%	209,911
Employee benefits	11,886	34,843	34.1% 12.3%	22,957
Contractual services	18,531	151,000		132,469
Material and supplies	1,001	24,200	4.1%	23,199
Conferences and meetings	3,352	17,850	18.8%	14,498
Other tuition/fee waiver	390	10,500	<u>3.7%</u> 23.6%	10,110
Total Public Service/Continuing Education	127,666	540,810	23.6%	413,144
Auxiliary Services	66.244	242.540	24 20/	246 227
Salaries	66,311	312,548	21.2%	246,237
Employee benefits	17,146	54,781	31.3%	37,635
Contractual services	311,743	556,000	56.1%	244,257
Material and supplies	65,257	251,000	26.0%	185,743
Conferences and meetings	28,932	347,000	8.3%	318,068
Fixed charges	200	40,000	0.5%	39,800
Total Auxiliary Services	489,589	1,561,329	31.4%	1,071,740

EDUCATION FUND EXPENDITURES

September 30, 2025

Зерсениен 30, 2023	Actual Bud		Budget %		Budget Remaining	
EXPENDITURES						
Institutional Support						
Salaries	\$	619,180	\$	3,169,608	19.5%	\$ 2,550,428
Employee benefits		198,539		793,268	25.0%	594,729
Contractual services		1,178,915		2,712,500	43.5%	1,533,585
Material and supplies		27,814		522,500	5.3%	494,686
Conferences and meetings		42,608		236,800	18.0%	194,192
Fixed charges		-		1,500	0.0%	1,500
Other		27,198		130,000	20.9%	102,802
Total Institutional Support	_	2,094,254		7,566,176	27.7%	 5,471,922
Scholarships, Student Grants & Waivers						
Student grants and scholarships		853,089		1,900,000	44.9%	1,046,911
Total Scholarships, Student Grants & Waivers		853,089		1,900,000	44.9%	1,046,911
Contingencies		-		640,293	0.0%	640,293
Total Expenditures	\$	7,467,628	\$	30,597,822	24.4%	\$ 23,130,194
Transfers out		-		2,341,500	0.0%	2,341,500
Total Expenditures and Transfers out		\$7,467,628	\$	32,939,322	22.7%	\$ 25,471,694

OPERATION & MAINTENANCE FUND REVENUE AND EXPENDITURES September 30, 2025

	Budget	%	Budget Remaining
Property taxes \$ 449 CORPORATE PERSONAL PROPERTY TAXES 2 STATE GOVERNMENT			
CORPORATE PERSONAL PROPERTY TAXES 2 STATE GOVERNMENT			
STATE GOVERNMENT	,176 \$ 1,763,800	25.5%	\$ 1,314,624
	5,248 850,000	3.0%	824,752
ICCB equalization grants			
	- 791,000	0.0%	791,000
MISCELLANEOUS			
Sales and service fees	- 5,000	0.0%	5,000
Facilities	- 16,000	0.0%	16,000
Investment revenue	10,000	0.0%	10,000
Total Miscellaneous	- 31,000	0.0%	31,000
Transfers in	<u>-</u>		
Total Revenue \$ 47-	\$ 3,435,800	13.8%	\$ 2,170,376
EXPENDITURES			
By Program:			
Operations and Maintenance of Plant			
	6,920 \$1,552,689		\$1,195,769
• •	9,781 215,611		155,830
	1,586 663,000		471,414
• • • • • • • • • • • • • • • • • • • •	0,896 188,000		147,104
Conferences and meetings	- 6,500		6,500
	2,377 910,000		717,623
Other	- 10,000		10,000
Total Operations and Maintenance of Plant 84	1,560 3,545,800	23.7%	2,704,240
Total Expenditures \$ 84			

RESTRICTED PURPOSE FUND REVENUE

September 30, 2025				Budget
	Actual	Budget	%	Remaining
REVENUE				
STATE GOVERNMENT				
ICCB	-	\$1,747,071	0.0%	1,747,071
ISBE grant revenue- other	78,000	262,764	29.7%	184,764
Other Sources	12,390	9,292,394	0.1%	9,280,004
Total State Government	90,390	11,302,229	0.8%	11,211,839
FEDERAL GOVERNMENT				
ICCB	-	969,999	0.0%	969,999
Department of education	81,180	10,665,589	0.8%	10,584,409
Other	-	10,000	0.0%	10,000
Total Federal Government	81,180	11,645,588	0.7%	10,594,409
Total Revenue	\$ 171,570	\$ 22,947,817	0.7%	\$ 21,806,248

RESTRICTED PURPOSE FUND EXPENDITURES September 30, 2025

September 50, 2025	Actual	Budget	%	Budget Remaining
EXPENDITURES	Actual	Dauget	70	Kemaning
By Program:				
Instruction				
Salaries	\$ 301,2	1,507,539	20.0%	\$ 1,206,296
Employee benefits	55,0		1.1%	5,157,206
Contractual services	2,1	107 82,748	2.5%	80,641
Material and supplies	54,1	124 396,551	13.6%	342,427
Conferences and meetings	:	151 48,354	0.3%	48,203
Student grants and scholarships	4	405 343,468	0.1%	343,063
Total Instruction	413,0	7,590,926	5.4%	7,177,836
Academic Support				
Salaries		81,283	0.0%	81,283
Employee benefits		600,000	0.0%	600,000
Other Contract Services	13,5	556 56,125	0.0%	42,569
Material and supplies	1,7	7,000	0.0%	5,257
Conferences and meetings	2	281 12,000	0.0%	11,719
Other Fixed Charges		1,720	0.0%	1,720
Total Academic Support	15,5	580 758,128	2.1%	742,548
Student Services				
Salaries	12,	268 72,510	16.9%	60,243
Employee benefits	1,	098 1,017,651	0.1%	1,016,553
Other Contract Services	11,	520 137,360	8.4%	125,840
Material and supplies	3,	300 261,193	1.3%	257,893
Conferences and meetings	2,	154 10,170	21.2%	8,016
Total Student Services	30,	1,498,884	2.0%	1,468,545
Public Service/Continuing Education				
Salaries	63,	008 229,879	27.4%	166,871
Employee benefits	13,	865 277,310	5.0%	263,445
Contractual services	4,	635 9,610	48.2%	4,975
Material and supplies	1,	103 29,029	3.8%	27,926
Conferences and meetings	4	456 25,500	1.8%	25,044
Student grants and scholarships	3,1	9,295	33.7%	6,165
Total Public Service/Continuing Education	86,	197 580,623	14.8%	494,426

RESTRICTED PURPOSE FUND REVENUE AND EXPENDITURES September 30, 2025

3cp.c.ii.sci 30, 2023	Actual	Budget	<u></u> %	Budget Remaining
Auxiliary Services				
Employee benefits	\$ -	\$ 125,000	0.0%	\$ 125,000
Total Auxiliary Services		125,000	0.0%	125,000
Operations and Maintenance of Plant				
Employee benefits	-	750,000	0.0%	750,000
Total Operation and Maintenance of Plant		750,000	0.0%	750,000
Institutional Support				
Employee benefits	-	1,300,000	0.0%	1,300,000
Conferences and meetings	-	-	0.0%	-
Total Institutional Support	-	1,300,000	0.0%	1,300,000
Scholarships, Student Grants & Waivers				
Salaries	14,070	156,521	9.0%	142,451
Student grants and scholarships	3,204,924	10,187,735	31.5%	6,982,811
Total Scholarships, Student Grants & Waivers	3,218,994	10,344,256	31.1%	7,125,262
<u>Total Expenditures</u>	\$ 3,764,201	\$ 22,947,817	16.4%	\$ 19,183,617

AUDIT FUND REVENUE AND EXPENDITURES September 30, 2025

<u>revenue</u>	 <u>Actual</u>	 <u>Budget</u>	<u>%</u>	Budget emaining
LOCAL GOVERNMENT				
Property taxes	\$ 25,670	\$ 86,872	29.5%	\$ 61,202
MISCELLANEOUS	 	 		
Investment revenue	 -	 50	0.0%	 50
<u>Total Revenue</u>	\$ 25,670	\$ 86,922	29.5%	\$ 61,252
<u>Transfers in</u>	-	15,000	0.0%	15,000
Total Revenue and Transfers in	\$ 25,670	\$ 101,922	25.2%	\$ 76,252
EXPENDITURES By Program: Institutional Support				
Contractual services	31,705	101,922	31.1%	 70,217
Total Expenditures	\$ 31,705	\$ 101,922	31.1%	\$ 70,217

LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES September 30, 2025

	Actual		Budget	%		Budget
REVENUE						
LOCAL GOVERNMENT						
Property taxes	\$ 254,093	\$	984,326	25.8%	\$	730,233
MISCELLANEOUS	 				-	
Investment revenue	 		100	0.0%		100
Total Revenue	\$ 254,093	\$	984,426	25.8%	\$	730,333
<u>EXPENDITURES</u>						
By Program: 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	45,059		70,000	64.4%		24,941
Contractual services	189,073		210,000	90.0%		20,927
Other Fixed Charges	503,239		477,026	105.5%		-26,213
Total Institutional Support	 737,371		757,026	97.4%		19,655
Total Expenditures	\$ 737,371	\$	994,426	74.2%	\$	257,055

GENERAL BOND OBLIGATION FUND REVENUE AND EXPENDITURES September 30, 2025

	Actual	Budget	%	Budget emaining
REVENUE				
LOCAL GOVERNMENT	 	 		
Property taxes	\$ 251,565	\$ 691,052	36.4%	\$ 439,487
MISCELLANEOUS		 		
Investment revenue	 -	 100	0.0%	 100
Total Revenue	251,565	 691,152	36.4%	439,587
EXPENDITURES				
By Program: Institutional Support				
Fixed charges	-	 642,075	0.0%	 642,075
TRANSFERS OUT	 -	 	0.0%	 <u> </u>
Total Expenditures	\$ -	\$ 642,075	0.0%	\$ 642,075

OPERATIONS & MAINTENANCE (RESTRICTED) FUND REVENUE AND EXPENDITURES September 30, 2025

							Budget
		Actual		Budget	%		Remaining
REVENUE							
STATE GOVERNMENT							
Capital Development Board		-		2,374,024	0.0%		2,374,024
Total	<u> </u>	-		2,374,024	0.0%		2,374,024
OTHER SOURCES					 -	1	
Investment Interest		24,773			0.0%		(24,773)
Total		24,773	_	-	0.0%		(24,773)
TRANSFERS IN	\$	-	\$	2,326,500	0.0%	\$	2,326,500
Total Revenue and Transfers in	\$	24,773	\$	4,700,524	0.5%	\$	4,675,751
EXPENDITURES							
By Program:							
Operations and Maintenance of Plant							
Contractual services		-		260,000	0.0%		260,000
Capital outlay		128,146		4,440,524	2.9%		4,312,378
Total Operation and Maintenance of Plant		128,146	_	4,700,524	2.7%		4,572,378
Total Expenditures	\$	128,146	\$	4,700,524	2.7%	\$	4,572,378

Joanna M Martin

From: Mireya Perez

Sent: Wednesday, October 15, 2025 12:07 PM

To: Board Materials

Subject: FW: Action Item 8.3 for 10/22/2025 Board Meeting

Attachments: TR 9.30.25.pdf

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, October 15, 2025 12:05 PM **To:** Mireya Perez <mireya.perez@morton.edu>

Subject: Action Item 8.3 for 10/22/2025 Board Meeting

Proposed Action: THAT THE MONTHLY TREASURER'S REPORTS FOR SEPTEMBER 2025 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: September 2025

Institution	Purchased	Principal	Rate	Туре	Maturity
The Illinois Funds, Springfield					
, , ,	1-May-06	\$12,406,166.91	4.369%	TIF Prime Fund	30-Sep-25
	Sum	\$12,406,166.91			
Grand Total		\$ 12,406,166.91			

MORTON COLLEGE BOARD OF TRUSTEES REQUEST FOR BOARD ACTION

PROPOSED ACTION:	THAT THE BOARD APPROVE THE COLLEGE CALENDAR FOR
ACADEMIC YEAR 202	-2027 AS SUBMITTED

RATIONALE:	[Required by	Board Policy	v #3.9 of the	Board-Union A	Agreement]
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Having an approved master calendar for the College at this time will allow us to begin necessary institutional planning and scheduling of classes.

COST ANALYSIS: Approving the College Calendar for the next year, 2026-2027 allows

the college adequate time for developing an advanced registration

schedule.

ATTACHMENTS: Proposed College Calendar for 2026- 2027



Morton College

2026 -2027

Academic Calendar

August 2026										
Su	M	Т	W	Th	F	Sa				
						1				
2	3	4	5	6	7	8				
9	10	11	12	13	14	15				
16	17	18	19	20	21	22				
23	24	25	26	27	28	29				
30	31									

September 2026									
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6	7	8	9	10	11	12			
13	14	15	16	17	18	19			
20	21	22	23	24	25	26			
27	28	29	30						

October 2026										
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18	19	20	21	22	23	24				
25	26	27	28	29	30	31				

November 2026								
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29	30							

December 2026								
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January 2027									
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31									

February 2027									
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March 2027										
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April 2027									
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May 2027									
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	June 2027									
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July 2027									
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August 2027										
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22	23	24	25	26	27	28				
23	24	25	26	27	28	29				
30	31									

= College Closed
= No classes / College Open
= Virtual Classes / Campus Closed
= Important Dates



Morton College

2026 - 2027

Academic Calendar

= College Closed

■ = No classes / College Open

= Virtual Classes / Campus Closed

= Important Dates

Fall 2026 Semester	Spring 2027 Semester	Summer 2027 Sessions
Faculty Engagement Day, 8/13 Semester Begins, 8/17 Labor Day Recess (MC Closed), 9/5-9/7 Indigenous Peoples' Day (MC Closed), 10/12 Midterm Week, 10/13-10/19 Veterans' Day (MC Closed), 11/11 Thanksgiving Recess (MC Closed), 11/26–11/29 Final Exam Week, 12/5–12/11 Winter Recess Begins (No Classes), 12/12 Final Grades Due (2 P.M.), 12/14 (MC open) Winter Break Schedule Begins 12/19- 1/3 (MC Closed) Winter 1ntersession Begins 12/15	 Winter Break Schedule Ends 1/4 - (MC open) Faculty Seminar Day, 1/14 Martin Luther King, Jr. Day (MC Closed), 1/18 Semester Begins, 1/19 Presidents' Day, 2/15 (MC Closed) Pulaski Day (MC Closed) 3/1 Midterm Week, 3/14-3/20 Spring Recess, 3/26-3/28 (MC Closed) Spring Break (No classes), 3/29-4/4 Staff Professional Day – 4/1 No classes; college offices are closed Classes Resume, 4/5 Final Exam Week, 5/14-5/20 Commencement, 5/21 Final Grades Due (2 P.M.), 5/24 	 Summer Schedule begins – MC closed or Fridays 5/28- 8/6 Memorial Day (MC Closed), 5/31 1st 5-Week Session, 6/1–7/1 Final Grades Due (2 P.M.), 7/6 8-Week Session, 6/14-8/5 Juneteenth Observed (MC Closed), 6/17 Independence Day Observed (MC Closed), 7/5 Final Grades Due (2 P.M.), 8/9 2nd 5-Week Session, 7/6–8/5 Final Grades Due (2 P.M.), 8/9
Winter Intersession (All Classes Virtual) 12/15- 1/3 Final Grades Due (2 P.M) 1/4		

MORTON COLLEGE BOARD OF TRUSTEES REQUEST FOR BOARD ACTION

PROPOSED ACTION:	THAT THE BOARD APPR	OVE THE COLLEGE C	ALENDAR FOR
ACADEMIC YEAR 202	7-2028 AS SUBMITTED		

RATIONALE:	Required by	Board Policy	v #3.9 of the	Board-Union A	Aareement1

Having an approved master calendar for the College at this time will allow us to begin necessary institutional planning and scheduling of classes.

COST ANALYSIS: Approving the College Calendar for the next year, 2027-2028 allows

the college adequate time for developing an advanced registration

schedule.

ATTACHMENTS: Proposed College Calendar for 2027-2028



Morton College

2027 - 2028

Academic Calendar

	August 2027									
Su	M	Т	W	Th	F	Sa				
1	2	3	4	5	6	7				
8	9	10	11	12	13	14				
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22	23	24	25	26	27	28				
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30	31									

September 2027								
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October 2027									
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November 2027									
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December 2027									
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	February 2028									
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	March 2028									
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	April 2028								
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	June 2028										
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July 2028										
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August 2028								
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27	28	29	30	31				

= College Closed
= No classes / College Open

= Virtual Classes / Campus Closed= Important Dates



Morton College

2027 - 2028

Academic Calendar

= College Closed

■ = No classes / College Open

= Virtual Classes / Campus Closed

= Important Dates

Fall 2027 Semester	Spring 2028 Semester	Summer 2028 Sessions
Faculty Seminar Day, 8/12 Semester Begins, 8/16 Labor Day Recess (MC Closed), 9/4-9/6 Indigenous Peoples' Day (MC Closed), 10/11 Midterm Week, 10/12-10/18 Veterans' Day (MC Closed), 11/11 Thanksgiving Recess (MC Closed), 11/25–11/28 Final Exam Week, 12/4–12/10 Winter Recess Begins (No Classes), 12/11 Final Grades Due (2 P.M.), 12/13 (MC open) Winter Break Schedule Begins 12/18- 1/2 (MC Closed) Winter 2027 Intersession	 Winter Break Schedule Ends 1/3 - (MC open) Faculty Seminar Day, 1/13 Martin Luther King, Jr. Day (MC Closed), 1/17 Semester Begins, 1/18 Presidents' Day, 2/21 (MC Closed) Pulaski Day (MC Closed) 3/6 Midterm Week, 3/12–3/18 Spring Break (No classes), 3/19–3/26 Staff Professional Day – 3/23 No classes; college offices are closed Classes Resume, 3/27 Spring Recess (MC Closed), 4/14- 4/16 Classes Resume, 4/17 Final Exam Week, 5/12–5/18 	 Summer Schedule begins – MC closed on Fridays 5/26- 8/11 (Classified staff will be on campus 8/11) Memorial Day (MC Closed), 5/29 1st 5-Week Session, 5/30–6/29 Final Grades Due (2 P.M.), 7/3 8-Week Session, 6/12–8/3 Juneteenth (MC Closed), 6/19 Independence Day (MC Closed), 7/4 Final Grades Due (2 P.M.), 8/7 2nd 5-Week Session, 7/3–8/3 Final Grades Due (2 P.M.), 8/7
 Winter Intersession Begins 12/14 Winter Intersession (All Classes Virtual) 12/14- 1/2 Final Grades Due (2 P.M) 1/3 	Commencement, 5/19 Final Grades Due (2 P.M.), 5/22	

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. Course Withdrawals BIO 160, ECE 220, ECE 140, ECE 230, and ECE 225
- 2. Curriculum Withdrawal ECE Nature Based Certificate
- 3. Admission Criteria Update AAS PTA
- 4. SLO Updates: PHT 113 & PHT 123

COST ANALYSIS: N/A

ATTACHMENTS: Disposition Sheet – October 7th, 2025

Item	Agenda Item	Action	Approved	Details or Approved	Vetoed	Tabled	Effective
#		Necessary	as	w/Modifications			Date
			Presented				
1	Course		Х				Fall 2026
	Withdrawals –						
	BIO 160, ECE						
	220, ECE 140,						
	ECE 230, and						
	ECE 225						
2	Curriculum		Х				Fall 2026
	Withdrawal –						
	ECE Nature						
	Based						
	Certificate						
3	Admission		Х				Fall 2026
	Criteria Update						
	– AAS PTA						

4	SLO Updates:	Х		Fall 2026
	PHT 113 & PHT			
	123			

Curriculum Committee Disposition Sheet			Meeting Date:			October, 7 2025	
Item#	Agenda Item	Action Necessary	Approved as Presented	Details or Approved w/Modification	Vetoed	Tabled	Effective Date
1	BIO 160		x				Fall 2026
2	BIO 150		x				Fall 2026
3	ECE Certificate		х				Fall 2026
4	ECE 220		x				Fall 2026
5	ECE 140		Х				Fall 2026
6	ECE 230		Х				Fall 2026
7	ECE 225		Х				Fall 2026
8	AAS PTA		Х				Fall 2026
9	PHT 113		х				Fall 2026
10	PHT 123		х				Fall 2026
11							
12							
13							
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16							
17							
18							

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

PROPOSED ACTION: That the Board approve the FY26 salary for two additional Classified Excluded as submitted.

RATIONALE Annual salary increases for classified staff excluded positions.

Salary increases recommended are based on job performance.

COST ANALYSIS:

Elizabeth Napolitano salary increase, \$18.95 Refugio de La Torre salary increase, \$16.66

<u>PROPOSED ACTION</u>: THAT THE BOARD APPROVE THE DIFFERENTIAL PAY REPORT FOR FACULTY IN THE AMOUNT OF \$33,277.06 AS SUBMITTED, PENDING ADDITIONAL CLASS CANCELLATIONS AND/OR ADDITIONS.

RATIONALE: [Required by Board Policy 2.3, Board Union Agreements, and Chapter 110, Act 805, Section 3-26 of the Illinois Compiled Statutes] Includes full-time and adjunct faculty.

COST ANALYSIS: \$33,277.06 – Full-Time & Part-Time Faculty

<u>ATTACHMENT:</u> DIFFERENTIAL/CBA PAY STIPEND REPORT – FALL 2025

2025 Fall Faculty Course by Arrangements/Independent Study

Faculty ID	Person Full Name	Section Name	Section Title	Enrollment	Credits	Section Load	Differential Load	Rate	Assignment Paid Amount	Assignment Instructional Method	Section Start Date	Section End Date
0197414	Balek, Lou	CIS-136-01	Identity with Windows Serve	1	3	3	1.50	1221	\$1,831.50	CBA	9/4/2025	12/12/2025
0000917	Dominguez, Carlos	MAT-124-01	Finite Mathematics	1	4	4	2	1272	\$2,544.00	CBA	8/18/2025	12/6/2025
0195025	Edgar, Jason	IND-199-01	Competitive Debate	1	1	0.33	0.33	1272	\$419.76	IND	9/15/2025	12/6/2025
0195025	Primm, Rebecca	IND-199-02	ART 213 - Ceramics 2	1	1	0.33	0.33	1272	\$419.76	IND	9/17/2025	12/12/2025
0195558	Pulaski, Andrew	LAW-204-01	Criminal Law	2	3	3	1.50	1330	\$1,995.00	CBA	9/2/2025	12/10/2025
0195558	Pulaski, Andrew	LAW-205-01	Criminal Law II	3	3	3	2.25	1330	\$2,992.50	CBA	9/2/2025	12/10/2025
0195558	Pulaski, Andrew	PLS-202-01	Residential Real Estate	2	3	3	1.50	1330	\$1,995.00	CBA	9/2/2025	12/10/2025
0195558	Pulaski, Andrew	PLS-204-01	Family Law	2	3	3	1.50	1330	\$1,995.00	CBA	9/2/2025	12/10/2025

Total \$14,192.52

Adjunct Course by Arragements

Adjunct Course by Arragomente												
Faculty ID	Person Full Name	Section Name	Section Title	Enrollment	Credits	Differential Load	Minimum Load	Rate	Assignment Paid Amount	Assignment Instructional Method	Section Start Date	Section End Date
0003082	Bondlow, Fred	BUS-201-01	Cost Accounting	1	3	0.30	0.33	1077.98	\$355.73	CBA	8/18/2025	12/12/2025
0162452	Foltz, Chris	FIR-132-01	Tactics and Strategy	1	3	0.30	0.33	1077.98	\$355.73	CBA	8/18/2025	12/9/2025
0218000	Lambert, Thera	SCM-107-NR	Transportation & Traffic Mgmt	1	3	0.30	0.33	979.93	\$323.38	CBA	8/18/2025	12/12/2025
0000862	Napoletano, Elizabeth	GSP-111-01	Game Development Essentials	2	3	0.60		1038.76	\$623.26	CBA	9/2/2025	12/10/2025
0215248	Pinto, Lincoln	BUS-102-22	Managerial Accounting	4	3	1.20		979.93	\$1,175.92	СВА	8/20/2025	12/10/2025
0215248	Pinto, Lincoln	BUS-205-NR	Principles of Auditing	3	3	0.90		979.93	\$881.94	CBA	8/18/2025	12/12/2025

Total \$3,715.95

2025 Fall Differential Pay Stipend Report

Person Full Name	Section Name	Section Title	Enrollment	Students Over	Rate	Differential Pay	Credits	Assignment Instructional Method	Section Start Date	Section End Date
Alvino, Frank	CPS-200-NR	C++ Programming	24	4	940.71	\$225.77	3	LEC	8/18/2025	12/12/2025
Alvino, Frank	CPS-200-NR	C++ Programming	24	4	940.71	\$338.66	3	LAB	8/18/2025	12/12/2025
Ashraf, Asiyya	BIO-212-1E	Microbiology	23	5	1164	\$523.80	4	LAB	8/18/2025	12/10/2025
Ashraf, Asiyya	BIO-212-1E	Microbiology	23	5	1164	\$523.80	4	LEC	8/18/2025	12/10/2025
Ashraf, Asiyya	BIO-212-2F	Microbiology	22	4	1164	\$419.04	4	LAB	8/18/2025	12/8/2025
Ashraf, Asiyya	BIO-212-2F	Microbiology	22	4	1164	\$419.04	4	LEC	8/18/2025	12/8/2025
Ashraf, Asiyya	BIO-212-31	Microbiology	22	4	1164	\$419.04	4	LAB	8/18/2025	12/10/2025
Ashraf, Asiyya	BIO-212-31	Microbiology	22	4	1164	\$419.04	4	LEC	8/18/2025	12/10/2025
Callon, Michael	ENG-101-6E	Rhetoric I	26	2	1272	\$228.96	3	LEC	8/19/2025	12/9/2025
Casey, Robert	MAT-201-1G	Calculus I	31	1	1272	\$190.80	5	LEC	8/19/2025	12/11/2025
Chesters, Samantha	ENG-102-NR3	Rhetoric II	26	2	1272	\$228.96	3	LEC	9/2/2025	12/12/2025
Crockett, Janet	CHM-105-1D	General Chemistry I	25	1	1272	\$114.48	5	LAB	8/18/2025	12/10/2025
Crockett, Janet	CHM-105-1D	General Chemistry I	25	1	1272	\$114.48	5	LEC	8/18/2025	12/10/2025
Ebersold, Robert	BUS-111-1E	Principles of Business	35	3	979.93	\$264.58	3	LEC	8/18/2025	12/10/2025
Ebersold, Robert	ECO-101-1C	Principles of Economics I	33	1	979.93	\$88.19	3	LEC	8/18/2025	12/10/2025
Farina, Peter	BIO-203-1C	Anatomy & Physiology I	23	3	1077.98	\$291.05	4	LEC	8/18/2025	12/10/2025
Farina, Peter	BIO-203-2E	Anatomy & Physiology I	25	5	1077.98	\$485.09	4	LEC	8/18/2025	12/10/2025
Farina, Peter	BIO-204-5F	Anatomy & Physiology II	23	3	1077.98	\$291.05	4	LEC	8/18/2025	12/10/2025
Finke, Ashley	PHT-114-1B	Fundamentals of Kinesiology I	16	2	1272	\$228.96	4	LAB	8/19/2025	12/9/2025
Finke, Ashley	PHT-114-1B	Fundamentals of Kinesiology I	16	2	1272	\$228.96	4	LEC	8/19/2025	12/9/2025
Gilmartin, Beth	PHT-101-NR	Medical Terminology/Clinicians	26	10	1164	\$698.40	2	LEC	8/18/2025	12/12/2025
Gilmartin, Beth	PHT-111-1B	Patient Mgt Basic Skills/Pta	16	2	1164	\$69.84	2	LEC	8/21/2025	10/17/2025
Gilmartin, Beth	PHT-111-1B	Patient Mgt Basic Skills/Pta	16	2	1164	\$209.52	2	LAB	8/21/2025	10/17/2025
Green, Amy	NUR-107-C1	Foundations of Nursing Prac I	16	8	1272	\$915.84	4	LEC/LAB	8/18/2025	10/8/2025
Halmon, Jamie	PEH-103-NR3	Nutrition	26	2	1272	\$228.96	3	LEC	9/2/2025	12/12/2025
Jonas, David	HVA-102-11	Basic Heating & A/C	17	1	1221	\$73.26	3	LAB	8/19/2025	12/9/2025
Jonas, David	HVA-102-11	Basic Heating & A/C	17	1	1221	\$73.26	3	LEC	8/19/2025	12/9/2025
Jonas, David	HVA-105-11	Basic HVAC/R Controls	17	1	1221	\$73.26	3	LAB	8/21/2025	12/11/2025
Jonas, David	HVA-105-11	Basic HVAC/R Controls	17	1	1221	\$73.26	3	LEC	8/21/2025	12/11/2025
Jonas, David	HVA-202-11	Heat Load Calc & Syst Design	17	1	1221	\$109.89	3	LEC	8/22/2025	12/12/2025
Kloss, Robert	ENG-101-KE	Rhetoric I	25	1	979.93	\$88.19	3	LEC	8/22/2025	12/12/2025
Mallett, Klaudia	PSY-101-1B	Intro to Psychology	33	1	1132.55	\$101.93	3	LEC	8/18/2025	12/8/2025
Mallett, Klaudia	PSY-101-9C	Intro to Psychology	33	1	1132.55	\$101.93	3	LEC	10/20/2025	12/10/2025
Martinez, Clara	NUR-107-C1	Foundations of Nursing Prac I	16	8	1221	\$293.04	4	LEC	8/18/2025	10/8/2025
Martinez, Clara	NUR-107-C1	Foundations of Nursing Prac I	16	8	1221	\$586.08	4	LAB	8/18/2025	10/8/2025
Martinez, Clara	NUR-107-C2	Foundations of Nursing Prac I	10	2	1221	\$73.26	4	LEC	8/18/2025	10/8/2025
Martinez, Clara	NUR-107-C3	Foundations of Nursing Prac I	12	4	1221	\$146.52	4	LEC	8/18/2025	10/8/2025
Martinez, Clara	NUR-110-A1	Clinical Judgement in Nursing	21	1	1221	\$73.26	2	LEC	8/22/2025	12/5/2025
Martinez, Clara	NUR-110-B1	Clinical Judgement in Nursing	28	8	1221	\$586.08	2	LEC	8/22/2025	12/5/2025
Martinez, Francisco	BUS-111-2F	Principles of Business	33	1	940.71	\$84.66	3	LEC	8/19/2025	12/9/2025

2025 Fall Differential Pay Stipend Report

Person Full Name	Section Name	Section Title	Enrollment	Students Over	Rate	Differential Pay	Credits	Assignment Instructional Method	Section Start Date	Section End Date
Mc Cormack, John	ENG-101-5B	Rhetoric I	25	1	979.93	\$88.19	3	LEC	8/19/2025	12/11/2025
Montalvo, Vanessa	PSY-101-NR3	Intro to Psychology	34	2	940.71	\$169.33	3	LEC	9/2/2025	12/12/2025
Montgomery, Jered	HUM-150-1E	Humanities Through the Arts	33	1	1221	\$109.89	3	LEC	8/18/2025	12/10/2025
Montgomery, Jered	MUS-100-NR2	Music Appreciation	26	1	1221	\$109.89	3	LEC	8/18/2025	12/12/2025
Montgomery, Jered	MUS-100-NR4	Music Appreciation	26	1	1221	\$109.89	3	LEC	9/2/2025	12/12/2025
Muhammad, Eugene	PHI-125-NR1	Wrld Religions in Global Conte	33	1	988.33	\$88.95	3	LEC	8/18/2025	12/12/2025
Mulvey, Irene	NUR-105-EC1	Basic Nursing Assistant Traini	17	1	1272	\$101.76	7	LAB	8/14/2025	12/9/2025
Mulvey, Irene	NUR-105-EC1	Basic Nursing Assistant Traini	17	1	1272	\$190.80	7	LEC	8/14/2025	12/9/2025
Pearson, Dennis	BIO-204-1B	Anatomy & Physiology II	24	4	1272	\$457.92	4	LEC	8/19/2025	12/11/2025
Pearson, Dennis	BIO-204-2C	Anatomy & Physiology II	23	3	1272	\$343.44	4	LEC	8/19/2025	12/9/2025
Perusich, James	ENG-086-6L	Reading & Writing III	25	1	1077.98	\$97.02	3	LEC	8/26/2025	12/9/2025
Pierce, Tom	ENG-088-5B	Basic Composition	25	1	1330	\$119.70	3	LEC	8/19/2025	12/11/2025
Pierce, Tom	ENG-101-CR1	Rhetoric I	11	1	1330	\$119.70	3	LEC	8/18/2025	12/10/2025
Seo, Kymberly	BIO-204-61	Anatomy & Physiology II	26	6	1330	\$718.20	4	LEC	8/18/2025	12/8/2025
Sonnier, Celeste	ENG-102-NR4	Rhetoric II	25	1	1272	\$114.48	3	LEC	8/25/2025	12/12/2025
Stanukinas, Melissa	BIO-110-1C	Biology: a Cellular Approach	21	1	1221	\$146.52	5	LEC	8/18/2025	12/10/2025
Thomas, Paul	BIO-203-94	Anatomy & Physiology I	25	5	964.23	\$433.90	4	LEC	8/19/2025	12/11/2025
Tsang, Yukto	BIO-203-6F	Anatomy & Physiology I	25	5	1272	\$572.40	4	LEC	8/19/2025	12/9/2025
Tsang, Yukto	BIO-204-3E	Anatomy & Physiology II	25	5	1272	\$572.40	4	LEC	8/19/2025	12/11/2025
					Total	\$15,368.59				
						\$33,277.06	Grand Total			

Joanna M Martin

From: Mireya Perez

Sent: Tuesday, October 14, 2025 3:17 PM

To: Board Materials

Cc: Keith McLaughlin; Murneka Davis

Subject: RE: Board action - Early Retirement Incentive Plan

Attachments: Morton College Early Retirement Program.2025-2026.pdf

That the Board approve the Early Retirement Incentive Plan as submitted.

I will send you the plan as soon as it is finalized.

Thank you,



Mireya Perez

P: (708) 656-8000, Ext. 2289 mireya.perez@morton.edu

MORTON COLLEGE EARLY RETIRMENT PROGRAM

PLAN DOCUMENT

AND

SUMMARY PLAN DESCRIPTION

OCTOBER 22, 2025

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MORTON COLLEGE EARLY RETIREMENT PLAN

INTRODUCTION

Morton College (the "College") is offering the Morton College Early Retirement Plan (the "Plan"), effective November 1, 2025. The purpose of the Plan is to provide additional separation benefits, to which employees might not otherwise be entitled upon separation, to eligible employees who agree to voluntarily separate their employment from the College according to the terms of the Plan. In exchange for the benefits offered under the Plan, employees must sign a general release provided by the College and comply with all other terms of the Plan.

Participation in the Plan shall be on a strictly voluntary basis. The choice is entirely yours. No one at the College is requiring you to accept or reject participation in the Plan.

This document serves as both the Official Plan Document and the Summary Plan Description. Your rights and duties are governed by the terms of this document. The Plan will terminate when the College has met all of its separation obligations under the Plan.

ELIGIBLE EMPLOYEE

Eligible employees of the College may apply to participate in the Plan. You are an "eligible employee" if you:

- are at least fifty-five (55) years old as of November 1, 2025;
- are or will have been a full-time regular employee of the College as of November 1,2025 with at least ten (10) full years of service as of that date;
- are not in the process of being involuntarily terminated; and
- by 5:00 p.m. on December 31, 2025 commit to leaving the College's employment on June 30, 2026 (for Staff and Administrators), or August 15, 2026 (for Faculty), if accepted to participate in the Plan.

The following individuals are <u>not</u> eligible to participate in the Plan: (1) Independent contractors, consultants, individuals performing services for the College who have entered into an independent contractor or consulting agreement with the College, leased employees and any temporary employees of the College; and (3) Individuals not treated as employees by the College on its payroll.

CONDITIONS OF ELIGIBILITY

An otherwise eligible employee who is accepted to participate in the Plan shall not be eligible for separation benefits under the Plan if the Plan Administrator determines, in his or her sole discretion, that <u>any</u> of the following apply:

- (a) the employee ceases to be an eligible employee as defined above;
- (b) the eligible employee's employment with the College terminates by reason of death, or, absent agreement of the College, the employee quits, resigns or abandons his or her job, before his or her Voluntary Separation Date (as described later);
- (c) the employee is terminated because of unacceptable performance under the College's performance evaluation process or because of a violation of one of the College's policies;
- (d) the employee accepts any other position with the College as a compensated employee;
- (e) the employee timely revokes the Waiver and Release Agreement ("Agreement");
- (f) the employee fails to comply with the terms of the Plan; or
- (g) the Plan is terminated.

PLAN APPLICATION, ACCEPTANCE AND REVOCATION PROCEDURE

If you meet the definition of eligible employee above and you want to participate in the Plan, you must submit an application. The application form is attached to this document as **Attachment** I. You must return the signed application form to the Department of Human Resources during the application period. The application period begins on November 1, 2025, and ends at 5:00 p.m. central time on December 31, 2025 (referred to as the "Application Period"). If you do not submit a completed application form before 5:00 p.m. central time on December 31, 2025 you cannot become a participant. If you complete, sign and submit the application form, you are indicating that you are willing to voluntarily separate from your employment with the College **on June 30, 2026 (for Staff and Administrators), or August 15, 2026 (for Faculty),** in exchange for the separation benefits described below.

The date you choose to separate from the College is known as your "Voluntary Separation Date." Your Voluntary Separation Date must occur on June 30, 2026 (for Staff and Administrators), or August 15, 2026 (for Faculty).

PLAN LIMITATION OF PARTICIPANTS

As of the date of the distribution of this Morton College Early Retirement Program Plan Document and summary Plan Description Packet, the College's intends on allowing the following number of employees to participate in this Early Retirement Program:

- A. Eight (8) employees from the Faculty;
- B. Eight (8) employees from the Staff; and
- C. Eight (8) employees from the Administration.

The College reserves the right to deny participation to eligible employees to the extent the College determines, in its sole discretion, that their departure would have an adverse impact on critical operations. For example, an otherwise eligible employee may be denied participation based on certain skills, certifications, knowledge or abilities which the College values highly. Similarly, in a situation where the number of employees applying to participate within a job classification, department, or classification within a department would result in the need for the College to hire replacement personnel should everyone be permitted to participate, the College will limit the number of applicants who can participate as set forth above. In such an event, the College, in its sole discretion, shall determine which employees in which classifications and/or departments will be permitted to participate and which will not.

The College will advise each applicant in writing as soon as practicable whether his or her application has been approved. If your application is approved, you will be provided with final copies of the Waiver and Release Agreement for review and consideration. During this review period, you will have until December 19, 2025, to change your mind and revoke your application. Any revocation of your application must be in writing and submitted to the Plan Administrator by the close of business on December 19, 2025.

If your application form is not revoked by such date, then your employment with the College will terminate even if you later change your mind, choose not to execute the Waiver and Release Agreement, or revoke the Waiver and Release Agreement.

SEPARATION BENEFITS

Eligible employees, who execute and do not subsequently revoke their signed Waiver and Release Agreement, will be entitled to the Separation Pay set forth below, *in addition to* those benefits to which they may already be entitled by law, College policy, or applicable collective bargaining agreement upon their separation:

Separation Pay.

<u>Separation Pay:</u> Fifty percent (50%) of base salary, less required federal and state tax withholdings. This Separation Pay will be considered wages and participants will see these wages reflected on their 2026 W-2 form. However, the Separation Pay is <u>not considered pensionable earnings for service credit purposes with the State Universities Retirement System ("SURS").</u> Base salary is further defined as base contractual salary to be received from the College for the academic year. Base salary shall not include summer school pay, overload pay, overtime pay or other non-regular salary or earnings.

On or soon after your Voluntary Separation Date, you must timely complete an election form as to whether you will select COBRA health insurance. For additional Information Regarding COBRA, you will receive information in a separate letter from the College's third-party administrator.

NON-PLAN PAYOUTS

All other accrued payouts (e.g., pay for accrued but unused vacation, holidays, personal days, accrued and unused compensatory time etc.) will be made consistent with existing College policy, pay plans, union contracts (if applicable) and/or law, and are not part of the consideration offered under this Plan.

WAIVER AND RELEASE AGREEMENT

To receive the separation benefits described above, you must submit a signed Waiver and Release Agreement to the Human Resources Director on or before June 30, 2026 (for Staff and Administrators), or on or before August 15, 2026 (for Faculty). Under no circumstances can you return a Waiver and Release Agreement before your Voluntary separation Date. The *draft* Waiver and Release Agreement is attached hereto as **Attachment** II. If your application is accepted, you will be provided with the *final copy* of the Waiver and Release Agreement. Should you change your mind after signing the Agreement, you may revoke it within seven (7) days after the date you sign it. If you wish to revoke the Waiver and Release Agreement, you must do so in writing and the Human Resources Director must receive your request to revoke within the seven (7) day period. If you revoke the Waiver and Release Agreement, you will not be eligible to receive any benefits available under the Plan. It is recommended that you contact your personal attorney, at your own expense, to review the Waiver and Release Agreement if you so desire.

REEMPLOYMENT WITH THE COLLEGE

Morton College will follow the SURS return to work employee restrictions (40 ILCS 5/15-139) for any retiree wishing to return to work in any capacity.

PLAN ADMINISTRATION

The Human Resources Director is the "Plan Administrator." The Plan Administrator has discretion to determine an employee's eligibility for Plan benefits and to construe the terms of the Plan, including making factual determinations. Benefits under the Plan shall be payable only if the Plan Administrator determines, in his or her sole discretion, that an eligible employee is entitled to them. Any decision of the Plan Administrator is final and conclusive with respect to all questions concerning the Plan's administration.

The Plan Administrator may delegate to other persons responsibilities for performing certain duties of the Plan Administrator, where he or she deems reasonable and necessary. The Plan Administrator shall be entitled to rely upon the information and advice furnished by such delegates and experts, unless the Plan Administrator actually knows such information and advice is inaccurate or unlawful. In no event shall an eligible employee or any person be entitled to challenge a decision of the Plan Administrator in court or in any other administrative proceeding unless and until the claim and appeals procedures described below have been complied with and exhausted.

CLAIMS PROCEDURE FOR PLAN BENEFITS

If an employee (a "claimant") believes that he or she is entitled to benefits, or to greater benefits than are paid under the Plan, or was improperly denied the ability to participate in the Plan, the claimant may file a claim for benefits in writing with the Plan Administrator. If the claimant does not provide all the necessary information for the Plan Administrator to process his or her claim, the Plan Administrator may request additional information and set deadlines for the claimant to provide that information. Within ninety (90) days after receiving a claim, the Plan Administrator will:

- ♦ Either accept or deny the claim completely or partially; and
- ♦ Notify the claimant of acceptance or denial of his or her claim.

If the claim is completely or partially denied, the Plan Administrator will furnish a written notice to the claimant containing the following information:

- Specific reasons for the denial;
- ♦ Specific references to the Plan provisions on which any denial is based;
- ♦ A description of any additional material or information that must be provided by the claimant in order to support the claim; and
- ♦ An explanation of the Plan's appeal procedures.

The claimant may appeal the denial of his or her claim and have the Plan Administrator reconsider the decision. The claimant or his or her authorized representative has the right to:

- ♦ Request an appeal by written request to the Plan Administrator not later than sixty (60) days after receipt of notice from the Plan Administrator denying the claimant's claim;
- ♦ Upon request and free of charge, review or receive copies of any documents, records or other information relevant to the claimant's claim; and
- ♦ Submit written comments, documents, records and other information relating to the claimant's claim in writing to the Plan Administrator.

In deciding the claimant's appeal, the Plan Administrator shall take into account all comments, documents, records and other information submitted by the claimant relating to the claim, regardless of whether such information was submitted or considered in the initial review of the claim. If the claimant does not provide all the necessary information for the Plan Administrator to process the appeal, the Plan Administrator may request additional information and set deadlines for the claimant to provide that information.

The Plan Administrator will make a decision with respect to such an appeal within sixty (60) days after receiving the written request for such an appeal. The claimant will be advised of the Plan Administrator's decision on the appeal in writing. The notice will set forth: (1) the specific reasons for the decision; (2) the specific reference to Plan provisions upon which the decision on the appeal is based; and (3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records or other information relevant to his or her claim.

AMENDMENT/TERMINATION/VESTING

An eligible employee has no vested right to separation benefits under the Plan. The College reserves the right, in its sole discretion, to amend or terminate the Plan in writing at any time signed by any authorized officer of the College.

NO ASSIGNMENT

Separation benefits payable under the Plan shall not be subject to assignment, transfer, garnishment, attachment, alienation, pledge, sale, execution or encumbrance of any kind and any attempt to do so shall be void, except as required by law.

RETURN OF SEPARATION PAYMENTS

An eligible employee shall be required to return to the College all separation benefits (or portion thereof) that the College paid by mistake of fact, mistake of law, or contrary to the terms of the Plan.

NO REPRESENTATIONS CONTRARY TO THE PLAN

No employee, officer, director, trustee or elected official of the College has the authority to alter, vary or modify the terms of the Plan, except by means of an authorized written amendment. No verbal or written representations contrary to the terms of the Plan and its written amendments shall be binding upon any person or entity.

NO GUARANTEE OF EMPLOYMENT

The Plan shall not confer reemployment rights with the College upon any person. No person shall be entitled, by virtue of the Plan, to remain employed by the College and nothing in the Plan shall restrict the right of the College to terminate an eligible employee's or any other person's employment at any time.

PLAN FUNDING

No eligible employee shall acquire by reason of the Plan any rights in or title to College assets, funds, or property. All separation benefits are unfunded obligations of the College, and the College shall pay them from its operating fund. No employee, officer, director or agent of the College guarantees in any manner the payment of Plan separation benefits.

APPLICABLE LAW

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

SEVERABILITY

If the Plan Administrator or a court of competent jurisdiction finds, holds or deems any provision of the Plan to be void, unlawful or unenforceable under any applicable statute or other controlling law, the provision shall be severed from the Plan and the remainder of the Plan shall continue in full force and effect.

MISCELLANEOUS PROVISIONS

All College property (i.e., keys, credit cards, documents and records, printers, laptop computers, pagers, identification cards, equipment, automobile, car/mobile telephones, parking sticker, passwords, access codes, etc.) must be returned by an eligible employee as of his or her Voluntary Separation Date.

The Plan is hereby authorized by the College, effective November 1, 2025, by execution of this Plan, by the College's duly authorized officer.

Morton College		
Dr. Keith McLaug	ghlin	

ATTACHMENT I (Page 1 or 2)

MORTON COLLEGE EARLY RETIREMENT PLAN

APPLICATION FORM

I believe I am eligible for the Morton College Early Retirement Plan (the "Plan") and wish to apply for Plan benefits.

I acknowledge and agree that I understand the terms and conditions of the Plan and that my decision to apply is voluntary, and that I have been advised to consult with an attorney and my Union representative (if applicable).

I wish to voluntarily separate from my employment with Morton College on:

- 1. June 30, 2026 for Staff or Administrative employee [_____] (check box); OR
- 2. August 15, 2026 for Faculty employee [____] (check box.

I understand that if my application is accepted, I may revoke my signed application form by notifying the Human Resources Director, in writing, on or before 5:00 p.m. on December 19, 2025. I acknowledge that if I timely revoke my application form, I will not be entitled to any separation benefits under the Plan.

I also understand that if my application is accepted and I do not timely revoke my application, my employment will be terminated as of my Voluntary Separation Date regardless of whether I execute the Waiver and Release Agreement.

I further acknowledge that in order to receive the receive the separation benefits described in the Plan, I must sign the *final* Waiver and Release Agreement on or after my Voluntary Separation Date, but <u>not</u> before my Voluntary Separation Date. If I do not sign the Waiver and Release Agreement, or if I revoke my signed Waiver and Release Agreement, I acknowledge that I will not be entitled to any separation benefits under the Plan.

ATTACHMENT I (Page 2 of 2)

MORTON COLLEGE EMPLOYEE RETIREMENT PLAN

	Name of Eligible Employee - Please Print
	Signature of Eligible Employee
	Eligible Employee's Social Security Number
	Date
PLEASE RETURN TO:	
Morton College Department of Human Resources 3801 S. Central Avenue Cicero, IL 60804	
RECEIVED BY:	
Human Resources	
Department Printed Name	
Γitle	
Date 2025	
a.m./p.m.	

ORIGINAL COPY TO BE RETAINED BY THE HUMAN RESOURCES
DEPARTMENT PHOTOCOPY TO BE GIVEN TO EMPLOYEE FOR HIS/HER
RECORDS

ATTACHMENT II

MORTON COLLEGE EMPLOYEE RETIREMENT PLAN

WAIVER AND RELEASE AGREEMENT

This Waiver and Release Agreement ("Agreement) is executed, made, and entered into on this
WHEREAS, Employee is currently employed by the College as (title or jodescription);
WHEREAS, the College has offered certain employees participation in a program known as the College of Cicero Voluntary Separation Incentive Plan (the "Plan");
WHEREAS, Employee has submitted an application to participate in the Plan, and the Plan Administrator has determined that Employee is eligible to participate pursuant to the terms of the Plan;
NOW THEREFORE, for good and valuable consideration as set forth below, the sufficiency which is hereby acknowledged, the Parties hereby undertake the obligations set forth below an otherwise agree as follows:
1. <u>Recitals.</u> The Recitals set forth above shall be incorporated and made a part of the covenants of this Agreement.
2. Resignation of Employment. Effective on this day of, 202 ("Voluntary Separation Date"), Employee voluntarily resigns his/her employment with the College, and Employee shall cease conducting business by or on behalf of the College.
3. <u>Payment Terms</u> . Employee shall receive the amounts set forth below (referred to as "Separation Payment") from, or on behalf of, the College, provided the College has received an original of this Agreement executed and dated by Employee.

<u>Separation Payment:</u> Fifty percent (50%) of base salary, less required federal and state tax withholdings. This Separation Pay will be considered wages and participants will see these wages reflected on your 2026 W-2 form. However, the Separation Pay is <u>not considered pensionable earnings for service credit purposes with the State Universities Retirement System ("SURS"). Base salary is further defined as base contractual salary to be received from the College for the academic year. Base salary shall not include summer school pay, overload pay, overtime pay or other non-regular salary or earnings.</u>

Employee acknowledges that the Separation Payments in this Paragraph 3 constitute adequate consideration for Employee's promises herein, and that Employee would not otherwise be entitled to these payments.

Employee further acknowledge that he or she has received all other compensation, including but not limited to, payment for accrued unused vacation, personal days and, where applicable pursuant to a collective bargaining or written agreement, sick days to which he or she was entitled from the College upon his or her separation from employment.

- 4. Employee Waiver and Release. In consideration for the separation benefits to be provided to me under the terms of the College of Cicero Voluntary Separation Incentive Plan (the "Plan"), which I acknowledge to be additional to any other compensation or benefits that the College is obligated to provide, I, on behalf of myself and my heirs, executors, administrators, attorneys and assigns, hereby waive, release and forever discharge the College, its trustees, employees, and agents, past, present, and future, and each of its and their respective successors and assigns (hereinafter collectively referred to as "Releasees"), from any and all known or unknown actions, causes of action, claims or liabilities of any kind which have or could be asserted against the Releases arising out of or related to my employment with and/or separation from employment with the Employer and/or any of the other Releases and/or any other occurrence up to and including the date of this Waiver and Release Agreement, including, but not limited to:
- any and all claims, actions, causes of action or liabilities arising under Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. 1981,1983,1985,1988, and all amendments to the foregoing statutes; the Age Discrimination in Employment Act, as amended; the Employee Retirement Income Security Act, as amended; the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act, as amended; the Family and Medical Leave Act, as amended; the Illinois Human Rights Act, as amended; the Wage Payment and Collection Act, as amended; the Illinois Public Labor Release Act, as amended; the Public Employee Disability Act, as amended; the Public Safety Employee Benefits Act, as amended; and/or any and all other federal, state, and local, or municipal employment discrimination or personal statutes, regulations, executive orders and/or ordinances (including, but not limited to, claims, actions, causes of action or liabilities based on race, color, age, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, off-duty conduct, arrest or conviction record, marital status, parental status, military or veteran status, source of income, genetic background or predisposition, entitlement to benefits, attainment of benefit plan rights, union activities, harassment, retaliation, or any other status or conduct protected by local, state of federal law, constitutions, regulations, ordinances or executive orders); and/or
- any and all claims, actions, causes of action or liabilities asserting the College has violated its personnel policies, procedures, handbooks, any covenant of good faith and fair dealing, or any express or implied contract of any kind; and/or

- any and all claims, actions, causes of action or liabilities whatsoever including, but not limited to, claims asserting the College has violated public policy, statutory or common law, including claims for: separation pay, wrongful termination, personal injury; invasion of privacy; retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract; negligence; detrimental reliance; loss of consortium to me or any member of my family; promissory estoppel; claims based upon breach of contract; and/or
- claims, actions, causes of action or liabilities arising under any other common law; federal, state, or local statute, law, ordinance, or regulation; or other claim whatsoever arising out of, or relating to, my employment with, and/or separation from, employment with the College and/or any of the other Releases; and/or
- any and all claims, actions, causes of action, or liabilities asserting the College is in any way obligated for any reason to pay me damages, expenses, litigation costs (including attorneys' fees) back pay, front pay, disability or other benefits (other than any accrued pension benefits), compensatory damages, punitive damages, and/or interest.

Notwithstanding the above General Release of all claims, I am *not* waiving or releasing: (i) claims for workers' compensation; (ii) claims for medical conditions caused by exposure to hazards during my employment of which I was not aware before or at the time I signed this Waiver and Release Agreement; (iii) claims arising after the date on which I sign this Waiver and Release Agreement; (iv) claims for vested or accrued benefits under a State employee benefit plan; (v) claims under state law which I may have for indemnification and for legal defense (or legal fees) against the College for acts I took while engaged in the performance of my duties as a public employee; or (vi) my rights to file a charge with the U.S. Equal Employment Opportunity Commission ("EEOC") or any other employment practices agency and to participate in an agency investigation.

Employee represents that he or she has not suffered any on-the-job injury for which he or she has not already filed a claim.

- 5. No Reinstatement or Reemployment. I further waive, release and discharge release from any reinstatement rights which I have or could have, and further waive any right to any monetary recovery should any federal, state or local administrative agency pursue any claims on my behalf arising out of, or related to, my employment or separation form employment with the College. I also agree that the College will be under no obligation to employ me or re-employ me, or to consider me for employment or reemployment.
- 6. <u>Neutral Construction.</u> The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of who drafted the Agreement.
- 7. <u>Complete Agreement</u>. This Agreement sets forth all of the terms and conditions of the agreement between the Parties concerning the subject matter hereof and any prior oral communications are

- superseded by this Agreement. The Parties understand and agree that all of the terms and promises of this Agreement, including the "Whereas" clauses, are contractual and not mere recitals.
- 8. <u>Effect on Previous Agreements.</u> This Agreement supersedes any and all prior agreements, understandings and communications between the Parties.
- 9. <u>Amendment.</u> This Agreement may be amended only by a written document signed by Employee and an authorized Executive Officer of the College.
- 10. <u>Severability.</u> In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will, at the College's discretion, remain enforceable
- 11. <u>Right to Counsel.</u> Employee acknowledges that he or she was informed that he or she has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that he or she has been advised by competent legal counsel of his or her own choosing in connection with the review and execution of this Confidential Settlement Agreement.
- 12. Employee Acknowledgment. Employee declares that he or she has completely read this Agreement and acknowledges that it is written in a manner calculated to be understood by Employee. Employee fully understands its terms and contents, including the rights and obligations hereunder, and freely, voluntarily and without coercion enters into this Agreement. Further, Employee agrees and acknowledges that he or she has had the full opportunity to investigate all matters pertaining to his or her claims, if any, and that the waiver and release of all rights or claims he or she may have under any local, state or federal law is knowing and voluntary.
- 13. <u>Time to Consider Agreement and Right to Revoke.</u> Employee understands that he or she has been given at least forty-five (45) days to consider the meaning and effect of this Waiver and Release Agreement (the "Consideration Period") prior to signing this Agreement, and agrees that this Consideration Period has been reasonable and adequate. Employee understands that he or she has seven (7) days from the day Employee signs this Agreement to revoke Employee's acceptance of this Agreement (the "Revocation Period") by so advising the Plan Administrator in writing. Employee understands that this Agreement shall not become effective or enforceable until this Revocation Period has expired. Employee understands that if he or she revokes this Waiver and Release Agreement, he or she will not be entitled to separation benefits under the Plan.
- 14. <u>Execution</u>. All persons executing this Agreement have the power and authority to bind the respective Party he or she represents. This Agreement may be signed in counterpart originals with the effect as if all signatures were on the same piece of paper.

PLEASE READ CAREFULLY. THIS DOCUMENT INCLUDES EMPLOYEE'S RELEASE OF KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREFORE, the Parties hereto have executed this Agreement with their hands and seals on the dates set forth beneath their signatures.

I acknowledge and agree that I have carefully read and fully understood all of the provisions of this Waiver and Release Agreement and that I voluntarily enter into this Agreement by signing below.

EMPLOYEE	MORTON COLLEGE
Printed Name of Employee	College Duly Authorized Representative
Signature of Employee	
Date	Date

PLEASE RETURN SIGNED ORIGINAL TO: Morton College Department of Human Resources

3801 South Central Avenue Cicero, IL 60804

ONCE EXECUTED BY BOTH PARTIES AND THE SEVEN (7) DAY REVOCATION PERIOD HAS EXPIRED, A COPY WILL BE PROVIDED TO THE EMPLOYEE FOR HIS OR HER RECORDS

PROPOSED ACTION: THAT THE BOARD APPROVE THE
MEMORANDUM OF UNDERSTANDING BETWEEN MORTON COLLEGE
AND COOK COUNTY TEACHERS UNION, LOCAL 1600, A.F.T. AS
SUBMITTED.

RATIONALE:

COST ANALYSIS:

ATTACHMENT: MEMORANDUM OF UNDERSTANDING OVERLOAD

CONTRACTUAL MEMORANDUM OF UNDERSTANDING & AGREEMENT BETWEEN

MORTON COLLEGE COMMUNITY COLLEGE DISTRICT 527, AND MORTON COLLEGE COOK COUNTY TEACHERS UNION, LOCAL 1600, A.F.T.

This memorandum of understanding (hereinafter "MOU") is hereby made and entered into by and between the Morton College Community College District 527 (hereinafter "College") and the Morton College Cook County Teachers Union, Local 1600, A.F.T. (hereinafter "Union").

The purpose of this MOU is to provide Overload Adjustments to certain individuals that the parties have agreed should have their Overload rates adjusted due to their unique circumstances. The parties have met and negotiated the changes set forth in this MOU in good faith and for the benefit of the bargaining unit covered by the parties' Collective Bargaining Agreement that runs from August 16, 2024, through August 15, 2028. Therefore, it is mutually understood and agreed by and between the parties that:

1. The parties have met and bargained and agree that upon ratification of this MOU by both parties, the Faculty members set forth on Attachment A shall receive an Overload Adjustment for the specific academic years set forth therein, and for the specific amounts identified in Attachment A.

This Memorandum of Understanding will take effect upon the signature of the Union and the Employer and shall be a fully enforceable provision of the parties' current Collective Bargaining Agreement.

Keith McLa ghlin (Oct 2, 2025 12:02:28 CDT)	Jan Crockett
Keith McLaughlin	Janet Crockett
Morton College President	Faculty Union President
Date: 10/02/2025	Date: 10/2/25

PROPOSED ACTION:

THAT THE BOARD APPROVE A RESOLUTION APPROVING AND ADOPTING A MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN MORTON COMMUNITY COLLEGE DISTRICT 527 AND LOYOLA UNIVERSITY MEDICAL CENTER

RATIONALE:

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

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

COST ANALYSIS:

\$ 0.00

ATTACHMENT:

AFFILIATION AGREEMENT RESOLUTION

A RESOLUTION APPROVING AND ADOPTING A PHYSICAL THERAPY ASSISTANT AFFILIATION AGREEMENT BETWEEN MORTON COLLEGE AND

LOYOLA UNIVERSITY MEDICAL CENTER

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

WHEREAS, Morton is created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Public Community College Act of the State of Illinois ("Act"), as supplemented and amended; and

WHEREAS, the educational program at Morton for Physical Therapy Assistant ("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, Loyola University Medical Center, ("Loyola") is an Illinois not-for-profit corporation that operates mainly as a hospital and healthcare facility and is able to provide students a clinical setting to satisfy the clinical component of the Program; and

WHEREAS, Morton desires to enter into an educational affiliation agreement with Loyola, to allow Morton students a clinical setting to satisfy the clinical component of the Program. Said agreement is attached hereto as **Exhibit A** and is hereinafter referred to as the "Agreement"; and

WHEREAS, Loyola desires to enter into the Agreement with Morton to provide Morton students with a clinical setting so that 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, with Loyola.

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 of 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 Loyola, 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 Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney. 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, and the Morton Board Secretary is hereby authorized and directed to attest and countersign 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. Renewal.

Unless this Resolution is repealed by a majority vote of the Board, the 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 interests of Morton.

Section 5. 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 6. 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 7. 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 8. Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this 22nd day of October 2025.

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

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

EXHIBIT A

EDUCATION AFFILIATION AGREEMENT

This Education Affiliation Agreement ("Agreement") is entered into by and between Loyola University Medical Center, an Illinois non-profit corporation ("Organization") and Morton College ("School") on November 1, 2025. (For convenience, Organization and School are sometimes hereinafter referred to individually as a "Party" and collectively at the "Parties.")

WHEREAS, School offers a course of education which requires that students receive clinical educational experience as part of their professional preparation to students enrolled in the programs identified in **Exhibit A**;

WHEREAS, Organization has an interest in, and resources for, providing an educational experience consistent with the School's requirements; and

WHEREAS, School wishes to affiliate with Organization for the purpose of allowing qualified students to obtain such educational experience.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Parties agree as follows:

I. SCHOOL DUTIES

- A. <u>Education Experience.</u> School shall determine which students, and the number of students who, will participate in each educational experience rotation at Organization pursuant to this Agreement (each, a "Student", and, collectively, the "Students"), which determination shall be subject to approval by Organization. The School shall plan and administer the educational requirements to satisfy the requirements of all applicable laws, regulations and licensing or supervising agencies.
- B. Student Records and Family Education Rights and Privacy Act ("FERPA"). School shall maintain all educational records and reports relating to Student's clinical training at Organization. School shall comply with the requirements of FERPA and shall have direct control over Student records for purposes of FERPA. Since Organization is not an "educational agency or institution" nor does it receive funding from the Secretary of Education of the United States of America, the School is solely responsible for FERPA compliance. School is responsible for all record keeping related to any required documentation of Organization's access to Student records and/or School's disclosure of personally identifiable information from Student records to Organization or to other third parties without the eligible Student's written consent. School further acknowledges that it has adopted a FERPA policy and issues an annual notification to eligible Students as required by FERPA.
- C. <u>Supervision.</u> School shall be responsible to supervise or arrange for the supervision of all Students in accordance with pertinent laws and regulations, which supervision may or may not be on site. All Student observations and/or educational experience at Organization shall be subject to the approval of the Organization.
- D. <u>Training.</u> School shall screen its Students for training, background, basic skills, professional ethics, attitude, behavior and experience and shall recommend for placement in the Organization education experience program only those Students who meet the requirements for participation established by the School and the

Organization.

- E. <u>Policies.</u> School shall assure that Students comply with the policies, procedures, laws, standards, bylaws and rules and regulations of Organization and its affiliates at all times, provided Organization shall be responsible for making available Organization-specific policies, standards, bylaws, rules and regulations.
- F. <u>OSHA Training.</u> All School employees involved in the educational experience with Organization and Students shall document appropriate training concerning applicable OSHA requirements, including without limitation, blood borne pathogens.
- G. Health Certification of Students and Faculty Who Are Present at Organization. An authorized representative of School will sign <u>Exhibit C</u> for each Student and faculty and supply to Organization prior to the Student or faculty starting any education experience with Organization. Organization may request and School shall provide proof of required vaccinations provided by Student. Such Health Certificate requires attestation that Organization has viewed proof that Student has received the following vaccinations:
 - 1. Tuberculin skin test (must be completed not more than one (1) year prior to start date); the Tuberculin Assessment Form must be completed if previous Tuberculin test was positive;
 - 2. MMR:
 - a) If born before January 1, 1957, documentation of measles, mumps and rubella titers showing immunity. If non-immune, two MMR vaccinations;
 - b) If born on or after January 1, 1957, documentation of two MMR vaccinations;
 - 3. Attestation of having had the chicken pox or varicella titer as showing immunity;
 - 4. Hepatitis B vaccination or proof of immunity to Hepatitis B, (or written refusal of Hepatitis B vaccination signed by the Student that expressly holds the Organization harmless for any Hepatitis B exposure or infection that may result from the Student's education experience at Organization) and/or such other immunization and health-related testing as may be required by the applicable state level health department or the Occupation Health and Safety Administration for each Student assigned to Organization, as these requirements may change from time to time; for purposes of this Agreement, a Student shall be considered to be vaccinated against Hepatitis B if such Student has received at least one (1) injection of the vaccine and is in the process of completing the required services of three injections;
 - 5. Flu vaccine for the season of the rotation:
 - 6. COVID-19 while not a vaccination required by Organization, Students and faculty/staff are strongly encouraged by Organization to be vaccinated against COVID-19.

If Students or faculty have a religious or medical exemption to any of the above vaccinations, School is required to note that School has approved an exemption on **Exhibit C** for the Student or faculty member. School shall inform Students and faculty that proof of vaccination or exemption may be requested by Organization at any time while Student and/or faculty are present in Organization facilities and that such proof must be immediately presented to Organization upon request.

- H. <u>Confidentiality</u>. School will advise all Students assigned to Organization regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. School will also advise all Students that the confidentiality requirements survive the expiration or earlier termination of this Agreement.
- I. Notification. School shall notify the Organization at least thirty (30) days prior to the date it desires to establish an educational experience for the Students. Such notification shall include the names, addresses and other information required in this Section I and the requirements of the Students' educational experience at Organization. After opportunity to review each Student's academic and experience record and other information provided by School, each Student's participation in the education experience at Organization shall be subject to final approval of Organization which shall not be unreasonably withheld.
- J. <u>Control of Academic Program.</u> School shall have complete control over all academic aspects of the educational experience program, including but not limited to, admissions, administration, faculty appointments, program design, grading, examinations, evaluations and discipline.
- K. Participation Agreement. School shall require and ensure that each Student selected to participate in the educational experience at Organization signs the "Student Participation Agreement" attached hereto and incorporated herein as Exhibit B. School will provide signed Exhibit B forms for each Student and will provide to Organization prior to the Student arriving for an educational experience.
- L. <u>Personal Protective Equipment ("PPE")</u>. School will advise each Student and Faculty that they will be required to wear appropriate PPE which is approved by Organization. Use of PPE will be in accordance with Organization guidance, such guidance adheres to CDC and state requirements.
- M. <u>Background Check</u>. School shall perform a criminal background check on each Student where required by applicable law. Such criminal background check shall include fingerprinting if required by the laws of the state where Organization is located. Any felony conviction within the previous five (5) years, and certain other convictions regardless of the length of time since conviction, may preclude a student from being accepted. Other situations will be considered on a case-by-case basis, taking into account risks to patients, employees, and the organization.

II. ORGANIZATION DUTIES

A. <u>Professional Experience.</u> Organization shall provide Students with supervised educational experience appropriate for up to such number of Students and educational experience contact hours per semester as agreed upon by the Parties. Each Student's educational experiences shall be outlined in the form of attached

hereto as <u>Exhibit C</u>. Organization shall provide the appropriate use of its facilities by Students enrolled in the School or otherwise provided by the School.

- B. <u>Participation.</u> During educational experiences, Students shall be permitted to participate in professional services at the Organization's facilities under the supervision of the appropriate professional staff of the Organization and the School. The scope of the Students' participation will be determined by the applicable Organization policies and to the extent permitted by law and at discretion of Organization staff.
- C. <u>Emergency.</u> In the event of an emergency, or when required, Organization shall have the right to temporarily relieve or remove a Student from a specific assignment.
- D. <u>Student Removal.</u> Organization, in its sole discretion, may immediately remove from its premises, and suspend or terminate the participation of, any Student in any education experience governed by this Agreement if Organization determines that the Student failed to observe applicable policies, procedures, rules, regulations or the instruction of Organization supervisors. Organization will immediately notify School of any such removal, suspension or termination.
- E. <u>Laws.</u> Organization shall comply with all applicable laws and regulations.
- F. <u>Non-Teaching Patients</u>. No provision of this Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of the Organization medical staff from designating any patient as a non-teaching patient.
- G. Right of Refusal. No provision of this Agreement shall prevent Organization from refusing to accept any student who has previously been discharged for cause as an employee of Organization, who has been removed from or relieved of responsibilities for cause by Organization, or who would not be eligible to be employed by Organization. Organization shall notify School in writing of its refusal to accept a student and the basis for the refusal; School shall not thereafter submit such student for clinical experience at Organization. Organization shall retain the right to decline the assignment of students from School at any time for operational reasons.
- H. Patient Care. Organization shall maintain responsibility for patient care.
- I. <u>Facilities: Emergency Care.</u> Organization shall provide reasonable access to conference room space and dining facilities for Students and faculty as necessary. Organization shall supply, to the best of its ability, to Students and faculty, emergency medical care or, if advisable, a prompt referral to the nearest appropriate medical facility in any emergency requiring medical attention.
- J. <u>Student Information.</u> To the extent Organization receives or accesses personal information about Students, Organization will keep such information confidential, only use such information as contemplated by this Agreement and protect such

information in the same manner in which it protects Organization employee information.

III. MUTUAL DUTIES

- A. <u>Student Assignment.</u> The School and Organization shall mutually agree upon assignment of Students to particular Organization facilities.
- B. Non-discrimination. No Student shall, on the grounds of race, color, sex, creed, age, national origin or any other legally protected status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any provision of this Agreement. Regarding any position for which a Student is qualified, neither Organization nor School shall discriminate against any Student because of physical or mental disability. Each Party agrees to treat qualified disabled Students without discrimination based upon their physical or mental disability in all educational activities associated with this Agreement, and to afford such individuals reasonable accommodations at the expense of the School.
- C. <u>Liaison and Supervision Requirements.</u> Each Party will appoint a liaison to serve as a communication link between the Parties. Each Party will provide qualified and competent individuals in adequate number for the instruction and/or supervision of Students.

IV. RELATIONSHIP OF THE PARTIES

- A. <u>Legal Status of Students.</u> It is understood and agreed that the Students are enrolled in a professional education program offered by the School. The Students shall not be deemed or considered to be employees or agents of Organization for any purpose and shall remain at all times Students of the School. Students will not be entitled to receive any compensation or benefits from Organization, including, but not limited to, health care insurance, vacation or sick time or any other benefit of employment, directly or indirectly.
- B. <u>Independent Contractor Status.</u> It is mutually understood and agreed that Organization and School are, and shall be at all times, performing as independent contractors of each other. Nothing in this Agreement is intended or shall be deemed or construed to create an agency, employer/employee, partnership, franchise, or fiduciary relationship between Organization and School and any relationship between Parties is nothing other than that of educational affiliates. Neither Party shall have the right to bind the other to any contractual or other obligation.

V. TERM AND TERMINATION

- A. <u>Term and Extension Period.</u> This Agreement shall commence on November 1 2025, ("Effective Date"), and shall remain in effect for a term of three years expiring on October 31, 2028 ("Term"), unless earlier terminated pursuant to the provisions of this Agreement. At the end of the Term, the Parties may, by mutual written agreement, agree to extend this Agreement for a period of no more than one (1) year ("Extension Period").
- B. <u>Termination by Either Party.</u> During the Term of the Agreement, it may be terminated with or without cause by either Party on thirty (30) days' prior written notice. Notwithstanding any such termination, all Students already enrolled in and participating in an educational experience pursuant to this Agreement at the time of the notice of termination shall be given a period of time not to exceed the shorter

- of: (i) the end of the semester; or (ii) six (6) months from the date of the notice of termination during which to complete the current course in their educational experience at Organization, during which time the terms of this Agreement shall continue to govern the balance of such Students' education experiences.
- C. <u>Termination for Breach.</u> In the event that either Party gives notice to the other Party that the other Party has materially breached any obligation under this Agreement and such breach has not been cured within fifteen (15) days following the giving of such notice, the Party giving such notice will have the right to terminate this Agreement immediately.
- D. <u>Legal Opinion</u>. If Organization obtains a written opinion of legal counsel stating that, in the event of an audit or investigation, this Agreement is likely to be challenged by any governmental agency as illegal or improper or resulting in fines, penalties or exclusion from the Medicare or Medicaid program, loss of tax-exempt status or its ability to obtain tax-exempt financing, Organization may terminate this Agreement by providing written notice to School. Within ten (10) days of such notice, the Parties shall meet and confer to discuss mutually acceptable means of restructuring the relationship to eliminate the legal concern. In the event that the Parties are unable to reach agreement on new terms within twenty (20) days of their meeting, this Agreement shall automatically terminate.
- E. <u>Force Majeure.</u> If either Party is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, governmental restrictions, fire or other casualty, emergency, closure of a facility or department or any other cause beyond the reasonable control of the Party, such non-performing Party shall be excused of performance and shall not be in breach of this Agreement, for a period equal to any such prevention, delay or stoppage. Notwithstanding this provision, a Party may terminate this Agreement immediately upon written notice if such events continue for thirty (30) days or longer.

VI. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- A. <u>Confidentiality of Proprietary Information</u>. During the term of this Agreement and in perpetuity thereafter, regardless of the reason for the termination of this Agreement, School and/or Students shall hold all data and information, in any form, which is confidential and proprietary to Organization or its affiliates used or encountered during the term of this Agreement ("Proprietary Information") in confidence and shall not discuss, communicate or disclose to others, or make any copy or use of the Proprietary Information without first obtaining the written consent of Organization, unless required by law.
- B. Patient Identification. The identity of a patient, the nature of procedures or services provided to patients and information included in the patient's medical records shall be confidential and shall not be disclosed by the School or Students other than for use in direct patient care unless authorized in writing by Organization or as may be required by law. Without limiting the foregoing, the School agrees to comply with all applicable federal and state confidentiality laws including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended, and its related regulations ("HIPAA").

- C. <u>Records.</u> Organization shall have custody and control of all medical records and charts in patient files. Neither the School nor the Student may remove or copy such records except with written permission of Organization.
- D. <u>Studies and Research.</u> School and/or Student shall submit to Organization for review and approval all reports, projects, theses, and publications based upon studies and research (including subject recruitment) arising out of or directly related to the cooperative education experience prior to release. Approval of the Organization shall not be unreasonably withheld.
- Ownership of Work. School acknowledges that Organization intends that any and E. all work product created or developed by Students in the performance of their educational experience under this Agreement shall be the sole and exclusive property of Organization. School hereby agrees it claims no intellectual property right of any kind and further irrevocably conveys, transfers, and assigns to Organization all right, title and interest in and to, including all intellectual property rights in and to, such work product, whether or not such work product is deemed a "work made for hire" under the Copyright Act. School irrevocably waives any and all claims School may now or hereafter have in any jurisdiction to so called "moral rights" with respect to the work product and shall provide to Organization all assistance reasonably required to perfect Organization's and its affiliate's rights in the work product hereunder. Notwithstanding the foregoing, Student and School may use work product created or developed in the performance of an educational experience under this Agreement for the sole purpose of satisfying or administering School course requirements or otherwise as permitted by Section VI(D) above and for no other purpose.

VII. INDEMNIFICATION AND INSURANCE

- A. <u>Indemnification.</u> Unless otherwise prohibited by law (in which case neither Party assumes any costs, expenses or liabilities of the other Party nor waives any defenses available to it), each Party shall indemnify, defend and hold harmless the other Party, including, but not limited to, their officers, employees, directors, Trustees and agents (collectively, the "Indemnified Party"), from and against all liability, claims, losses, damages and expenses, including reasonable legal fees and expenses, arising solely from their acts and omissions in the performance of their duties and obligations under this Agreement. In such an event, the Indemnified Party shall have the option either of providing its own defense for which Indemnifying Party shall promptly pay the Indemnified Party its reasonable cost and expenses or the Indemnified Party may tender the defense to the Indemnifying Party, which shall assume it. These obligations shall survive the cancellation, termination or expiration of this Agreement.
- B. <u>Notification</u>. Each Party shall notify the other within ten (10) days of receipt of any lawsuits, claims or notices of intent to file a lawsuit based in any manner on the services provided under this Agreement.
- C. <u>Professional Liability Insurance.</u> The School shall not assign any Students or instructors to Organization until the instructors and Students can demonstrate professional liability insurance coverage with policy limits of not less than \$1,000,000 per claim/occurrence and \$3,000,000 aggregate per year. If School is legally prohibited from procuring insurance and participates in an applicable state

- sponsored insurance or tort claims program, then the terms of such state sponsored program shall apply in lieu of the terms herein pertaining to professional liability insurance policies.
- D. <u>General Liability Insurance.</u> School shall not assign any Students or instructors to Organization until the instructors and Students can demonstrate general liability insurance coverage with policy limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate per year, adding the Organization as an additional insured with respect to this Agreement.
- E. <u>Workers Compensation Insurance.</u> School shall not assign any instructors to Organization until the School can demonstrate workers compensation insurance in amounts required in accordance with applicable laws within the state where the educational experience is being performed.
- F. Extended Reporting Period Coverage. In the event that any of the insurance coverages referenced above are written on a claims-made basis, then such policy or policies shall be maintained during the Term of this Agreement and for a period of not less than three (3) years following the termination or expiration of this Agreement or, extended reporting period coverage ("tail") is required.
- G. <u>Student Health Insurance</u>. School will inform Student that it is the responsibility of each Student participating in the education experience at Organization to have health insurance to cover emergency health care for illnesses or injuries resulting from the Student's field experience at Organization. It shall be the responsibility of the Student to provide payment or adequate health insurance coverage for such emergency care and any subsequent care. Organization may require each Student to provide proof of insurance prior to beginning the education experience with Organization and upon request thereafter.
- H. Proof of Insurance. Attached to this Agreement as an Exhibit is a copy of School's certificates of insurance required under this section. School shall provide Organization Facilities with updated certificates of insurance annually and upon request, to maintain compliance with the terms of this Agreement. Said certificates of insurance shall not be materially amended or cancelled without thirty (30) days' prior written notice to Organization.

I. <u>Organization Insurance</u>. Organization will maintain professional liability and commercial general liability insurance for itself and its employees, which covers Hospital's operations at all sites where services are performed, with limits as follows: General Liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate) and Professional Liability of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

VIII. MISCELLANEOUS

- A. <u>Governing Law.</u> The laws of the state where the services are to be performed govern this Agreement, regardless of choice of law principles.
- B. <u>Venue</u>. Venue shall be proper only in the jurisdiction where the services were performed or delivered.
- C. <u>Amendment.</u> An amendment of this Agreement is not effective unless it is in writing and signed by each of the Parties.
- D. <u>Waiver</u>. Waiver of any provision(s) of this Agreement is not effective unless the waiver is in writing and signed by the Party against whom enforcement of the waiver is sought. Failure to enforce any provision does not constitute a waiver of that provision.
- E. <u>Reformation or Removal.</u> The provisions of this Agreement will be deemed severable and if any part of any provision is determined to be unenforceable, the provision may be removed or changed to the extent reasonably necessary to make the provision, as so changed, enforceable.
- F. <u>Severability</u>. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement will not in any way be affected or impaired, but will remain binding in accordance with their terms.
- G. <u>Headings.</u> The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision.
- H. Notices. Notice shall be given in writing and shall be effective upon depositing the notice in first-class mail or certified mail, return receipt requested, to Organization or School at the addresses below or upon actual receipt by the other Party. Facsimile notices shall be delivered during the receiving Party's normal business hours and shall be effective only if the sending Party maintains written confirmation of facsimile receipt. Either Party may change the address to which notices are to be sent by notice given in accordance with the provisions of this Section.

Organization: Loyola University Medical Center

2160 S. First Avenue Maywood, IL 60153 Attn: President Copy to: Loyola Medicine

One Westbrook Corporate Center, Suite 840

Westchester, IL 60154

Attn: Senior Vice President & General Counsel

School: Morton College

3801 S. Central Avenue Cicero, IL 60804-4398 Attention: Office of President

Copy to: Morton College PTA Program

3801 S. Central Avenue Cicero, IL 60804-4398 Attention: Program Director

Copy to: The School Legal Counsel at:

Del Galdo Law Group, LLC 1441 South Harlem Ave. Berwyn, IL 60402

Attention: School Law Practice Group

I. <u>Enforceability.</u> This Agreement is intended for the benefit of the Parties only. There are no other intended third-party beneficiaries.

- J. <u>Presumption.</u> There is no presumption for or against either Party as a result of such Party being the principal drafter of this Agreement.
- K. <u>Entire Agreement.</u> This Agreement, including all Exhibits referenced herein, constitutes the entire agreement between the Parties concerning the subject matter herein. This Agreement supersedes all prior and concurrent negotiations, agreements and understandings between the Parties, whether oral or in writing, concerning the subject matter hereof.
- L. <u>Assignment.</u> This Agreement may not be assigned, except by Organization to a parent, subsidiary, successor, or affiliated entity, without the written consent of the parties. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

ORGANIZATION	SCHOOL				
By: Eolizalti Eaus	By:				
Name: Elizabeth Early Title: President	Name: Title:				
Date:	Date:				

EXHIBIT A

PROGRAMS:

Physical Therapy Assistant

Exhibit B Student Participation Agreement

Ι,	("Student"), in consideration of participating in the education
	(print name)
experience	program provided by
("Organizat following:	ion"), through my participation in Organization's training program, hereby agree to the
Organization governing p	I will comply with all applicable, policies, procedures, rules and regulations of on, and the instructions of Organization supervisors, including but not limited to, those patient confidentiality. I will further observe professionally appropriate modes of dress, and grooming at all times.
2. instructions	I will participate in education and training opportunities in accordance with the of Organization supervisors.
participation judgment I instructions care or the appropriate and its dir	I understand and acknowledge that Organization has the right to take certain cluding but not limited to, the right to suspend or terminate me from, or limit my n in, the education experience program, or to evaluate me unfavorably, if in its exclusive have failed to observe applicable policies, procedures, rules, regulations, or the of Organization supervisors, or have compromised the standard or quality of patient esafety of patients, or for other reasonable cause, including the failure to follow modes of dress, grooming and behavior. I hereby voluntarily release Organization ectors, officers, employees, agents and representatives from any and all liability arch actions.
4. shall be rec	I acknowledge that the educational experience received by me from Organization eived as a student at
a participar benefits, no compensation	(insert school name) my professional training, and not as an employee of Organization. I understand that as at in this educational program, I shall not be entitled to compensation or employee or shall I be considered an employee of Organization for purposes of unemployment on, minimum wage laws, workers' compensation, income tax withholding, Social nefits, or any other purpose or benefit.
	I understand that any and all work product created or developed by me in the e of my educational experience program at Organization shall be the sole and exclusive Organization and that I agree to abide by Organization's policies and procedures in such

regard. I hereby irrevocably convey, transfer, and assign to Organization all right, title and interest in and to, including all intellectual property rights in and to, such work product, whether or not such work product is deemed a "work made for hire" under the Copyright Act. I irrevocably waive any and all claims I may now or hereafter have in any jurisdiction to so called "moral rights" with respect to the work product and shall provide to Organization all assistance reasonably required to perfect Organization's and its affiliate's rights in the work product hereunder. Notwithstanding the foregoing, I understand I may use work product created or developed in the performance of an educational experience under this Agreement for the sole purpose of satisfying School course

requirements and for no other purpose.

6. I understand and acknowledge shall have complete control over all academic aspect limited to, admissions, administration, faculty examinations and evaluations. I hereby voluntarily employees, agents and representative from any and	(insert school name) ts of the educational program, including but not appointments, program design, grading, release Organization and its directors, officers,
7. I understand Organization requires School prior to the start of my educational experience submit such proof or receive a religious or medical prohibit me from participating in an educational expession to proof of receiving include: TB (or negative seasonal in nature must be current prior to the start of the start	exemption as applicable from my School will erience at Organization. Immunizations I must creening), Mumps, Rubella, Rubeola, Varicella derstand that vaccines which are, or may be,
8. I have reviewed the Patient Rights	Information.
9. I have read this Participation A opportunity to ask questions and any of my quest signing it.	greement carefully and have had sufficient ions were answered to my satisfaction before
Student's Signature	Date
Guardian Signature if Student is a minor	Date

Exhibit C EDUCATIONAL EXPERIENCE AND HEALTH CERTIFICATION FORM

Student/School Information

Organization Supervisor/Preceptor Information

Student Name:					Superv	isor/Preceptor Nar	ne:	
Address:								
					Title:			
Telephone:					Dept.:			
*License #:					•			
*License Expiration I	Date:				Teleph	one:		***
School:					*Licen	se #:		
Address:					*Licen	se Expiration Date	;	
Course Name and Nu					Project	;		
Faculty Liaison/Coord	dinator:				CPR Sta	tus:		
Telephone:								
Practicum Dates:	thr	ough						
Projected Education E	Experience Ho	urs:						
CPR Status:	-		1					
Immunization Status Insert Date of Each Immunization or Completion	TB Evaluation Date Completed	Mumps	Rubella	Rubeola	Varicella Zoster	Hepatitis B Vaccine Date/Declination	Influenza Vaccine	COVID-19 Vaccine
School upervisor/Preceptor ame								
tudent Name								
*Information is necessary If an exemption was gra	•		-	-	-		late it was gra	nted.
eviewed the vaccina	tion informa	tion reau	ired for th	e Student a	nd Sunervi	sor/Precentor no	ited above	and affirm
t the required vacci		•			-	•		
igious exemption fo								
n this document on	behalf of Sc	hool.						
int Name, Role/Title	e with School							
gnature				— Dat	e			

PROPOSED ACTION:

THAT THE BOARD APPROVE A RESOLUTION APPROVING AND ADOPTING A MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN MORTON COMMUNITY COLLEGE DISTRICT 527 AND PHYSICAL THERAPY PROVIDERS INC

RATIONALE:

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

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

COST ANALYSIS:

\$ 0.00

ATTACHMENT:

AFFILIATION AGREEMENT RESOLUTION

A RESOLUTION APPROVING AND ADOPTING CLINICAL AFFILIATION AGREEMENT BETWEEN MORTON COMMUNITY COLLEGE DISTRICT NO. 527 AND

PHYSICAL THERAPY PROVIDERS INC.

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, Physical Therapy Providers Inc. ("PTP") may be a unit of local government and a public agency of the State of Illinois; and

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

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

WHEREAS, PTP owns and operates a number occupational therapist clinic in Chicago, Illinois that is suitable for providing students a clinical setting to satisfy the clinical component

of the Program; and

WHEREAS, Morton desires to enter into the affiliation agreement with PTP to provide Morton students a clinical setting to satisfy the clinical component of the Program (and said Agreement is attached hereto as <u>Exhibit A</u> and is hereinafter referred to as the "Agreement"); and

WHEREAS, PTP 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 PTP.

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 PTP, 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.

Th	is	Reso	lution	shall	he	effect	ive	and	in	ful1	force	October	26.	2022.

Passed by a vote of ayes and nays at a 22 nd day of October 2025.	Regular Meeting of the Board of Trustees held this
Chair, Board of Trustees	<u> </u>
Illinois Community College District No. 527	
Attest:	
Secretary, Board of Trustees Illinois Community College District No. 527	_

EXHIBIT A

Standard Clinical Affiliation Agreement

PHYSICAL THERAPIST ASSISTANT PROGRAM (Revised March 2023)

This agreement is designed for use as a standardized form. Parties should call one another's attention to any specific changes made or proposed to be made to the template, to ensure an accurate, common understanding of their agreement.

AFFILIATION AGREEMENT

BETWEEN MORTON COLLEGE AND PHYSICAL THERAPY PROVIDERS INC.

THIS AFFILIATION AGREEMENT (the "**Agreement**") is entered into this 1st day of December 1, 2025, by and between Physical Therapy Providers Inc. ("**Facility**") and Morton Community College District No. 527 ("**School**"). (For convenience, the Facility and School are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".)

WHEREAS, the School desires to utilize various Facility sites (<u>Exhibit A</u>) that may be available for the purpose of providing practical learning and clinical experiences ("Clinical Program") (<u>see Exhibit B</u> for a list of programs and <u>Exhibit C</u> for program-specific requirements) for students of the School; and

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

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

A. SCHOOL RESPONSIBILITIES:

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

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

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

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

B. FACILITY RESPONSIBILITIES:

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

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

C. OTHER RESPONSIBILITIES:

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

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

- 2. <u>Determination of instructional period.</u> The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.
- 3. **Determination of number of participating students.** The number of students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the Parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at the Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, the Facility may reduce the number of students eligible to participate in the Clinical Program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.
- 4. Evaluation of students' clinical experiences. Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students.

5. Removal of students.

- (a) The School has the right to remove a student from the Clinical Program. The School shall notify the Facility of such removal in writing.
- (b) The Facility may immediately remove any student participating in the Clinical Program from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

D. TERM OF AGREEMENT:

The term of this Agreement shall be for five (5) years, to commence on December 1, 2025 and terminate on November 30, 2030 unless earlier terminated by either Party under the terms of this Agreement. Either Party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students of the School who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth herein.

E. ADDITIONAL TERMS:

- 1. <u>Stipulations as to liability.</u> Subject to applicable state law, neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other Party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 2. <u>Additional insurance coverage.</u> Any additional applicable insurance coverage requirements shall be set out by the Parties in <u>Exhibit C</u> to this agreement.
- 3. <u>Indemnification.</u> Each Party to the Agreement will indemnify and hold the other harmless from and against all claims, demands, costs, expense, liabilities and losses, including reasonable attorney's fees, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such Party, its employees, agents or contractors or any failure of such Party to act in performance of its duties and obligations under this Agreement. The provisions of this Section shall survive termination of this Agreement.
- 4. **Qualifications of School faculty.** The School represents that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures upon request.
- 5. <u>Assignment of Agreement.</u> This Agreement may not be assigned without the prior written consent of the other Party, which will not be unreasonably withheld.
- 6. <u>Excluded Providers.</u> Each Party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.
- 7. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the Parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the Parties.
- 8. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.
- 9. Non-Discrimination. The Parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

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

If to the Facility:

Therapy Providers 4505 W 95th Street Oak Lawn, IL 60453

With a Copy to:

If to the School:

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

and to:

Morton College PTA Program 3801 S. Central Avenue Cicero, IL 60804-4398 Attention: PTA Program Director

Program Director

Facsimile: (708) 656-8031

With a Copy to:

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

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

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

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

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

PHYSICAL THERAPY PROVIDERS INC.	MORTON COLLEGE:
Printed Name. M Shkoor All Rhan	Printed Name: Keith McLaughlin
Title: Owner	Title: President
Date: 9/1/25	Date:

EXHIBIT A

NAME/LOCATION OF FACILITY SITES:

Therapy Providers Of America Inc. 4505 W 95th St, Oaklawn, IL 60453

Physical Therapy Providers Inc. 6222 S Pulaski Rd, Chicago, IL 60629

Therapy Providers South Inc. 18636 S Dixie Hwy, Homewood, IL 60430

Occupational Therapy Providers Inc. 3849 W 95th St, Evergreen Park, IL 60805

EXHIBIT B

LIST OF PROGRAMS:

Physical Therapist Assistant Program

EXHIBIT C

PROGRAM SPECIFIC REQUIREMENTS

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

Facility: Physical Therapy Providers

Inc.

School: Morton College

Program: Physical Therapy Assistant

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

Requirement	Yes	No
1. Verification that the student/s have met the requirements for Hepatitis B vaccination with proof of titer.	х	
2. Verification that student/s have met the requirements for the MMR vaccination with proof of titer.	X	
3. A criminal background check with acceptable results as indicated by the facility:	X	
4. A 10-panel drug screening with negative results.		X
5. Verification that student/s have met the requirements for the Varicella (Chicken pox) vaccination with proof of titer.	X	
6. Verification that student/s have met the requirements for Tetanus, Diphtheria, and Pertussis (Tdap) vaccination with proof of titer.	х	
7. Verification that the student/s have an annual TB screening with a QuantiFERON test.	х	
8. Verification that the student/s have a flu shot for the current flu season.		X
9. Verification that students have an annual Physical Examination	х	
10. Verification that the student/s have a COVID-19 Vaccination with proof of vaccination: State and site dependent		Х
11. Additional insurance coverage If yes, type of insurance and coverage required:		х
12. Other:		

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

Requirement					
1. Copy of relevant facility policies (paragraph B.8)	X				
2. Evidence of academic credentials, certifications and licensures of	X				
individual(s) overseeing student(s) experiences (paragraph B.6)					
3. Other					

EXHIBIT D

Confidentiality of Protected Health Information

1. **Definitions**

The following definitions apply only to this Exhibit.

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

2. Obligations of Business Associate

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

- g. If the Business Associate obtains PHI in a Designated Record Set, the Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Facility directs or agrees to pursuant to 45 CFR §164.526 at the request of the Facility or an Individual, and in the mutually agreed time and manner.
- h. The Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Facility, available to the Facility or to the Secretary, in a mutually agreed time and manner or as designated by the Secretary, for purposes of the Secretary determining the Facility's compliance with the Privacy Rule.
- i. The Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- j. The Business Associate agrees to provide to the Facility or an Individual, in a mutually agreed time and manner, PHI obtained in accordance with this Agreement, to permit the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- 3. Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in the Agreement, the Business Associate may use or disclose PHI to perform functions related to the clinical portion of the Physical Therapist Assistant Program under the Affiliation Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Facility or the minimum necessary policies and procedures of the Facility.

4. Obligations of the Facility and Provisions for the Facility to Inform the Business Associate of Privacy Practices and Restrictions if Relevant to Business Arrangement

- a. The Facility shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Facility in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI.
- b. The Facility shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
- c. The Facility shall notify the Business Associate of any restriction to the use or disclosure of PHI that the Facility has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- 5. <u>Permissible Requests by the Facility</u>. The Facility shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Facility.

6. Term and Termination

a. <u>Term.</u> The obligations of this Attachment shall become effective, if at all, in accordance with the provisions set forth in Section C.1. of this Agreement, and shall continue until all PHI provided by the Facility to the Business Associate, or created or received by the Business Associate on behalf of the Facility, is destroyed or returned to the Facility. If it is infeasible to return or destroy PHI, all protections are extended to such PHI, in accordance with the termination provisions in this Section of the Attachment.

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

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

PROPOSED ACTION: The board approve the student ride along resolution adopting agreement with the River Forest Fire Department.

RATIONALE

Students are required to complete 525 hours of ride time per COAEMSP (accrediting organization) and adding River Forest Fire Department as a location aids students in

completing this requirement.

COST ANALYSIS: N/A

A RESOLUTION APPROVING AND ADOPTING AN INTERNSHIP AGREEMENT BETWEEN MORTON COLLEGE AND THE VILLAGE OF RIVER FOREST

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 ("Act"), as supplemented and amended; and

WHEREAS, the educational program at Morton for Emergency Medical Services ("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, the Village of River Forest ("VRF") is an Illinois unit of local government that is able to provide students a clinical setting to satisfy the clinical component of the Program; and

WHEREAS, Morton desires to enter into an educational affiliation agreement with VRF, to allow Morton students a clinical setting to satisfy the clinical component of the Program. Said agreement is attached hereto as **Exhibit A** and is hereinafter referred to as the "Agreement"; and

WHEREAS, VRF desires to enter into the Agreement with Morton to provide Morton students with a clinical setting so that 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**, with VRF.

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 of 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 VRF, 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 Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney. 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, and the Morton Board Secretary is hereby authorized and directed to attest and countersign 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. Renewal.

Unless this Resolution is repealed by a majority vote of the Board, the 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 interests of Morton.

Section 5. 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 6. 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 7. 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 8. Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this 22nd day of October 2025.

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

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

EXHIBIT A

INTERNSHIP AGREEMENT BETWEEN

THE VILLAGE OF RIVER FOREST

AND

MORTON COLLEGE

This Internship Agreement ("Agreement") is entered into this 25th day of September, 2025, by and between the Village of River Forest ("Village") and Morton College ("Morton"). (For convenience, the Village and Morton may hereinafter sometimes be referred to individually as a "Party" and collectively as the Parties.")

In consideration of the mutual promises and agreements hereinafter set forth, the Village and Morton agree as follows:

GENERAL PROVISIONS:

- A. This affiliation is for the sole and limited purpose of providing clinical training for certain students enrolled in Morton's Emergency Medical Services Program and Fire Science Program under the auspices of the Village's Fire Department ("Internship Program").
- B. Nothing herein shall be deemed to create any association, partnership, or joint venture between the Village and Morton.
- C. Students or trainees enrolled at Morton who participate in the Internship Program shall be referred to herein as "Students." Employees of Morton who are involved in the instruction or supervision of the training of the Students in the Internship Program shall be referred to herein as "Faculty." Nothing herein shall be deemed to create an employee-employer relationship between the Students or Faculty and the Village, and such Students and Faculty are not to be considered as employees of the Village for any purpose, and are not entitled to any of the benefits that accrue to or are provided by the Village to its employees. Further, none of the benefits of employment at Morton shall accrue to any employee of the Village, including the accrual of tenure.
- D. No Morton Student, Faculty or staff member will be discriminated against by either Party in any aspect of this affiliation on the basis of sex, race, creed, religion, national origin, age, disability or any other category protected by law, rule or regulation.
- E. Morton shall maintain in force for the duration of this Agreement comprehensive malpractice or professional liability insurance providing coverage against all claims, demands, loss of judgments arising out of any act or omission of students or faculty, with respect to the rendering or failure to render medical or nursing treatment or any other

health-related care, and the administration of drugs or use of medical supplies, apparatus, appliances, and equipment. This policy shall provide coverage against the aforementioned risks in the amount of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) aggregate. Morton will provide proof of insurance to the Village upon request, and name the Village as an additional insured.

- F. Morton agrees to hold harmless and indemnify the Village against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the Village, including reasonable attorney's fees and expenses, arising out of the acts or omissions of Morton, its trustees, officers, agents, Students, Faculty or employees, under this Agreement.
- G. The Village agrees to hold harmless and indemnify Morton against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Morton, including reasonable attorney's fees and expenses, arising out of the acts or omissions of the Village, its trustees, officers, agents, and employees, under this Agreement.
- II. THE VILLAGE'S FIRE DEPARTMENT SHALL:
- A. Maintain the standards required for approval and/or accreditation for the educational program(s).
- B. Make reasonably available, and permit the use of, the following by Morton Faculty and Students:
- 1. Fire Department Facility
- 2. Rooms, or areas, in which groups of Students may hold discussions and receive clinical instruction;
- 3. Supplies and equipment commonly available for patient care (emergency medical services), and sources of information for educational purposes; and
- 4. Conference room.
- C. Provide emergency medical care in cases of accidents occurring on duty; however, all Students are solely responsible for their own medical insurance coverage and medical fees and costs that may be incurred as a result of participating under the Internship Program.

- D. Designate a member of its staff qualified in the requirements of the Internship Program to serve as coordinator. The coordinator will represent the Village's Fire Department in all matters related to the Internship Program.
- E. Provide services of its staff when/where possible on a guest lecturer basis with the mutual agreement of the Village's Fire Department and Morton.
- F. Assure that Students, while performing as such, will not replace members of Fire Department staff.

III. MORTON SHALL:

- A. Assume responsibility for any necessary approval by the Illinois Community College Board.
- B. Provide qualified Faculty members, who are competent practitioners.
- C. Plan all clinical instruction, hours, days, and places of assignment in cooperation with, and with the approval of, the Medical Director of the Fire Department or his/her designated representative.
- D. Be responsible for Student grading.
- E. Advise Students of the requirement to observe policies, procedures, and other regulations imposed by the Village's Fire Department in connection with professional conduct and patient welfare. These rules and regulations shall be covered by the immediate supervisor of the Students during the first day of clinical study and/or during the orientation. The Village's Fire Department may resolve any problem situation in favor of the patient's welfare and restrict, limit, or end Student involvement until any incident in question can be clarified by the Village's Fire Department staff and any involved Faculty member. Morton shall withdraw, upon recommendation, any Student(s) who fail(s) to meet the standards agreed upon.
- F. Make all reasonable efforts to assure that Students will be subject to the authority, policies, and regulations of the Village's Fire Department.
- G. Advise Students of the requirement to submit complete physical examination forms, as required by the Village's Fire Department.
- H. Comply with the removal of a Student from the Village's Fire Department if after a conference it is the reasonable opinion of the Village's Fire Department that the Student's performance or conduct is detrimental to patients or the Village's Fire Department personnel.

- I. Require Students to carry hospitalization insurance.
- J. Require students to maintain current CPR certification.
- IV. THE VILLAGE'S FIRE DEPARTMENT AND MORTON SHALL:
- A. Jointly develop a clinical instruction guide designed to meet the educational aims of the entire Internship Program curriculum. The clinical instruction guide shall describe the proposed clinical areas, patient care, and patient service facilities to be utilized by Morton.
- B. Have the right to request conferences to be scheduled at regular intervals for the purpose of planning, discussing, and enhancing the Internship Program.
- V. IT IS FURTHER AGREED THAT:
- A. The terms and conditions of the Agreement may be amended, deleted, or new provisions added from time to time upon written agreement of the authorized agents of the Parties.
- B. This writing shall constitute the sole agreement between the Parties.
- C. This Agreement shall commence upon execution by duly authorized agents of the Parties hereto, in their official capacities only, and shall have an initial term of one (1) year.
- D. This Agreement will automatically renew for an additional one (1) year terms, unless either Party provides notice of intent to terminate the Agreement, as provided herein.
- E. Either Party may terminate the Agreement upon written notice of one (1) semester or five (5) months, whichever is less, to the other Party with or without cause. Any students enrolled in the Internship Program at the time of termination shall be permitted to complete the then current clinical rotation under the terms and conditions stated herein.
- F. This Agreement shall be construed under the laws of Illinois, regardless of choice of law principles. If any provision shall be invalid under such laws, such invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular provisions held to be invalid, and all rights and obligations of the Parties shall be construed and enforced accordingly. All disputes shall be resolved in the Circuit Court of Cook County or U.S. District Court for the Northern District of Illinois.
- G. Each of the Parties hereto, and the individuals executing the Agreement for them, represent to the other Party that they have the requisite power and authority to make and enter into this Agreement and to perform its obligations thereunder, and that this Agreement does not violate any provisions of the corporate charter or bylaws of any corporate Party or any statute, act, or ordinance under which any unincorporated

institution Party hereto is organized, or violate any agreement or commitment executed or made by any Party.

- H. This Agreement is executed by an authorized representative of Morton College in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- I. The Village represents that its Fire Department possesses all professional or business licenses required by law, if any, and all qualifications and accreditations necessary to fully perform its obligations under this Agreement.
- J. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFIT OR SAVINGS.
- K. The Village certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- L. If the Village has more than 25 employees, the Village's Fire Department certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1, et seq.
- M. Time is of the essence of this Agreement.
- N. Notices required to be sent hereunder shall be sent by prepaid registered mail with return receipt requested, and are effective upon receipt.

NOTICES TO VILLAGE SHALL BE SENT TO:

[VILLAGE FILL IN]

With a copy to: With a copy to:

NOTICES TO MORTON COLLEGE SHALL BE SENT TO:

Michael Rose

Associate Dean for Strategic Initiatives, Adult, Career & Technical Education Morton College

3801 S. Central Ave.

Cicero, IL 60804

Michael.Rose@morton.edu	
With a copy to:	
Del Galdo Law Group, LLC Attn: Michael 7	T. Del Galdo
1441 S. Harlem Ave.	
Berwyn, IL 60402	
IN WITNESS WHEREOF, the Parties have of duly authorized representatives as of the	caused this Agreement to be executed by their date(s) indicated below.
MORTON COLLEGE	VILLAGE OF RIVER FOREST
By:	By: Mattillald
Title:	Title: Mayor Village Adort
Print name:	Village Administrator Print name: Matt Wash
Date:	Date: 9/29/25
	Attestby:
	Title: Village Clerk
	Print name:
	Date:

MORTON COLLEGE BOARD OF TRUSTEES REQUEST FOR BOARD ACTION

PROPOSED ACTION: Replace 45 indoor wireless access points for a total cost of \$28,572.36.

RATIONALE: Currently 45 of the current wireless access points for Morton College are out of warranty, no longer serviceable, maintainable or supportable and at the end of their useful life. If not replaced, wireless connectivity issues and failures will result.

Additionally, all the new wireless access points will improve performance, reliability, security, scalability and cost efficiency.

COST ANALYSIS: Paragon being the cheapest.

PARAGON:

45 AP REPLACEMENT: \$28,572.36

NOBLETEC \$67,300.08

CDW \$54,728.90

ATTACHMENT: 3 quotes for 45 access point replacements.

Paragon Micro

PO Box 775695 Chicago IL 60677-5695



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

Bill To:

Morton College John Bax 3801 S Central Ave Cicero IL 60804 Ship To:

Morton College John Bax 3801 S Central Ave Cicero IL 60804 Quote

Q5234405

Date:	Expires:				
10/13/2025	11/12/2025				
Sales Rep					
Mangan, Marty 847 719 7199 mmangan@paragonmicro.com					
Customer Contact					
Contact: Chavez, Raul Account: 18523753 PO#:					

Phone: Email: Raul.Chavez@morton.edu

Quote Name				Terms	Cost	Center		
Aruba AP					Net 30			
Exteri	nal I	Notes						
Qty		MPN	Description			Notes	Unit Price	Total
4	45	JZ337A	HPE Aruba AP-535 (US) - Campus - wireless at Wi-Fi 6 - 2.4 GHz, 5 GHz	ccess point - Zig	Bee, Bluetooth,		630.30	28,363.50
	2	Q9G71A	HPE Aruba AP-MNT-MP10-D Campus Type D - for HPE Aruba AP-504, AP-505, AP-514, AP-51 AP-575	Mounting bracke 5, AP-534, AP-5	et (pack of 10) - 335, AP-555,		104.43	208.86
				Shippir	ng Cost (FedEx	Ground® (2-5 E	Subtotal Business Days)) Total	28,572.36 0.00 \$28,572.36
We va	lue	your business a	and will continue to provide you with excelle	nt service in a	ddition to our con	nprehensive prod	uct line.	
			TIMATED and may change depending on the sent by Paragon Micro's Accounting Departr		by the destination	's tax jurisdiction	at the time of invoic	ing.
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 #								
Autho	rized	d Signature		Date				

MORTON COLLEGE BOARD OF TRUSTEES REQUEST FOR BOARD ACTION

PROPOSED ACTION: Approval of \$39,073.13 budget for Adobe licenses from JourneyEd for Morton College.

RATIONALE: Adobe licenses for Morton College departments and students.

Quotes

- Journeyed.com \$39,073.13
- NobleTec \$39,884.94
- CDWG #39.987.64



80 E. McDermott Dr. Allen, TX 75002 Phone 1-800-876-3507 Fax (866) 947-4604 Remit Payments To: JourneyEd.com, Inc. Attn: Accounts Receivable P.O. Box 732357 Dallas, TX 75373-2357

Quote

Quote #	10573688
Valid Through	12/05/25*See Notes
Sales Rep	Marcy Rodriguez
Direct	469-461-7932
Ship Via	Ground
Email	mrodriguez@journeyed.co
Email	m

BILL TO

Accounts Payable Morton College 3801 S. Central Avenue Cicero, IL 60804

SHIP TO

John Bax Interim CIO Morton College 3801 S. Central Avenue Cicero, IL 60804

Items

Line #	Part #	os	Description	Price	Qty	Line Price
1	1761556	N/A	Adobe Adobe Acrobat Pro Teams Multiple Platforms Multi-Lingual Subscription Renewal Named User License Level 4 12 Months VIP	115.54	75	8,665.50
2	1885379		Adobe Adobe Creative Cloud All Apps Enterprise Multiple Platforms Multi-Lingual Subscription Renewal Named User Student License Pack (Min 100+) Level 4 12 Months VIP	137.72	100	13,772.00
3	1611615	N/A	Adobe Adobe Stock Teams (Large) Multiple Platforms Multi-Lingual Subscription Renewal Education Named License (Team 750 assets per month) Level 4 12 Months VIF	2,159.88	1	2,159.88
4	1759534		Adobe Creative Cloud All Apps Shared Device License VIP Shared Device 12 Months HED SHRD DEV Lic Ent Sub Renewal Level 4	193.01	75	14,475.75

\$39,073.13	Subtotal:
0	Shipping:
\$0.00	Tax:
\$39.073.13	Total:

Notes

- License term is from 12/14/2025 through 12/13/2026.
- Term quotes are valid for 30 days from the date issued. Any changes made to the quote may affect the pricing offered.
 Hardware quotes may not be valid for 30 days and are subject to change due to current market conditions. Please check with your rep before accepting
- Payment this quote assumes payment by check or ACH. Payment by credit card will result in an additional 3% fee to cover costs.
- Products by accepting this quote, you agree to review all products, quantities, and system requirements to ensure they are correct.
- Availability quotes do not hold or guarantee product availability.
- Returns Most unopened items may be returned within 30 days of receipt for a refund. All software Licensing and Electronic Software Downloadable (ESD) products are non-returnable and non-refundable.
- We reserve the right to modify our policies at any time without prior notice to our customers.
- Please include your tax exempt ID number on all purchase orders.
- Terms & Conditions: http://journeyed.com/page/terms_and_conditions

Signature:			

MORTON COLLEGE BOARD OF TRUSTEES REQUEST FOR BOARD ACTION

PROPOSED ACTION: Replace, add and upgrade storage needed by Morton College for additional needed capacity for a total cost of \$32,716.77.

RATIONALE: A portion of the current core virtualized hypervisor environment's storage for Morton College is out of warranty, no longer maintainable, supportable and at the end of their service life. Additional capacity is also needed within this environment for Morton College's for the facilities management controls and other IT system solutions for migration to be run within it. The new storage adds capacity needed and will improve performance, reliability, security, scalability and cost efficiency.

COST ANALYSIS: Not replacing, upgrading and adding the needed capacity to Morton College's storage environment will lead to increased downtime, costly outages and disruptions to business operations. Based on comparative quotes received it is recommended to purchase NETAPP storage through CDW (highlighted in green below).

NOBLETEC:

NETAPP - \$121,337.60

PARAGON MICRO:

NETAPP - \$86,607.75

CDW:

NETAPP - \$32,716.77

ATTACHMENT: vendors quotes for servers, storage and installation services.



Netapp E4012 series, 172TB Usable 5YR Detail



Prepared For: Morton College Submitted By: Kelsey Baker

Customer #: 1307885 Account Representative
Attention: Phone: 312-547-2628

Attention: Raul Chavez Phone: 312-547-2628

Project: Storage for cameras E-Mail: kelsey.baker@cdwg.com

Date: 10/17/2025 Quote #: 20511218

		Date: 10/1//2020	Quote #: 20511218							
	Qty.	Part Numbers	Description							
	1	E4012	Network Accessories - E4012							
	1	E-X5724A-0E-C	nclosure,2U-12,DE212C,Empty,2PSU,913W,0E,-C							
	2	E4000A-32GB-C	etwork Accessories - E4000A,32GB Cntrlr,No HIC,-C							
	8	E-X4902A-0E-C	DSK DRV,22TB,7.2K,12GB,Non-FDE,DE212C,-C	SK DRV,22TB,7.2K,12GB,Non-FDE,DE212C,-C						
	176	OS-SANTRICITY-TB-NLSAS-01	Network Accessories - OS Enable, Per 1TB, SANTRICITY, NLSAS, 01	etwork Accessories - OS Enable, Per 1TB, SANTRICITY, NLSAS, 01						
	4	X6597-C	SFP+ Optical 10Gb Shortwave,E-Series,-C							
	1	DOC-DE2XXC-SYS-C	Install Documents, System, DE212C, DE224C, -C							
	4	X-50510-00-C	Blank,Dsk Drv Filler,DE212C,-C	lank,Dsk Drv Filler,DE212C,-C						
-	1	X-52197-00-0E-C	Pwr Cord,In-Cabinet,2m,C14-C13,E-Series,0E,-C							
are	1	DE212C-E4000-EXP	Network Accessories - DE212C-E4000-EXP							
Hardware	1	E-X5723A-DM-0E-C	Encl,2U-12,DE212C,Empty,2PSU,913W,DM,0E,-C							
На	2	E-X5720B-0E-C	IOM12B,SAS,12GB,E-SERIES,0E,-C CAT: D							
	6	E-X4902A-0E-C	DSK DRV,22TB,7.2K,12GB,Non-FDE,DE212C,-C							
	132	OS-SANTRICITY-TB-NLSAS-01	Network Accessories - OS Enable,Per 1TB,SANTRICITY,NLSAS,01							
	4	X-26004-00-0E-C	Cable,miniSAS HD-miniSAS HD,SAS3,1m,0E,-C							
	1	X-52197-00-0E-C	Pwr Cord,In-Cabinet,2m,C14-C13,E-Series,0E,-C							
	6	X-50510-00-C	Blank, Dsk Drv Filler, DE212C,-C							
	4	X-26010-00	Cable,Host,Optical,LC/LC,OM4,2m							
	2	X6561-R6	Cable,Ethernet,2m RJ45 CAT6 (Cat: M)							
				Extended Sell						
			Hardware Total:	\$21,003.32						
	1	CS-NBD-REPLACEMENT	Next Business Day Parts Replacement (60 MTH mos.)							
t	1	CS-NBD-REPLACEMENT	Next Business Day Parts Replacement (60 MTH mos.)							
Support	1	CS-G1-SE-ADVISOR	SupportEdge Advisor (60 MTH mos.)							
Sul	1	CS-G1-SE-ADVISOR	SupportEdge Advisor (60 MTH mos.)							
				Extended Sell						
			Support Total:	\$11,713.45						
				Extended Sell						
			Solution Total:	\$32,716.77						

Pricing expires 30 calendar days from date on Proposal

Prepared By: Sandra Vargas (SA Support Specialist)

Prices are contingent on final pricing approval from Manufacturer

Quote provided based on specification provided by customer. No workload validation has been done.

The terms and conditions provided on this link apply: https://www.cdwg.com/content/cdwg/en/terms-conditions.html Applicable Taxes and Shipping not shown.

MORTON COLLEGE BOARD OF TRUSTEES REQUEST FOR BOARD ACTION

PROPOSED ACTION: Replace and upgrade servers needed by Morton College virtualized hypervisor environment with installation for a total cost of \$70,294.

RATIONALE: A portion of the current core virtualized hypervisor environment of servers for Morton College are out of warranty, no longer maintainable, supportable and at the end of their service life. Additional capacity is also needed within this environment for Morton College's for the facilities management controls and other IT system solutions for migration to be run within it. The upgraded servers add capacity needed and will improve performance, reliability, security, scalability and cost efficiency.

COST ANALYSIS: Not replacing, upgrading and adding the needed capacity to Morton College's virtualized hypervisor server will lead to increased downtime, costly outages and disruptions to business operations. Based on comparative quotes received it is recommended to purchase servers through Nobeltec with installation support from Nobletec (all highlighted in green below).

NOBLETEC: SERVERS - \$64,044 NOBLETEC: INSTALLATION - \$6,250

NOBLETEC:

SERVERS - \$64,044

PARAGON MICRO:

SERVERS - \$72,085.75

CDW:

SERVERS - \$116,918.45

ATTACHMENT: vendors quotes for servers, and installation services.



Here is your requested quote DL360

Quote# C029410v1

Prepared For:

Morton College

Attn: Raul Chavez

Prepared By:
Kathy Koce
NobleTec, LLC



Product

DESCRIPTION		PRICE	QTY	EXT. PRICE
P52499-B21	HPE DL360 G11 8SFF NC CTO CHASSIS	\$12,808.80	5	\$64,044.00
- P67080-B21	HPE GOLD 6526Y 2.8GHz 16C 195W CPU	\$0.00	5	\$0.00
- P64706-B21	HPE 32GB 2RX8 DDR5-5600 SMART MEM KIT	\$0.00	80	\$0.00
- P26262-B21	HPE BCM57414 ETH 10/25GB 2-PORT SFP28 ADPTR	\$0.00	10	\$0.00
- P48908-B21	HPE 1U HIGH PERF FAN KIT DL3X0 G11	\$0.00	5	\$0.00
- P38995-B21	HPE 800W FLEX SLOT PLAT HS PWR SUPP G10 G11	\$0.00	10	\$0.00
- P48183-B21	HPE NS204i-u NVME HOT PLUG BOOT DEVICE G11	\$0.00	5	\$0.00
- P48905-B21	HPE HIGH PERF HEAT SINK KIT DL3XX/560 G11	\$0.00	5	\$0.00
- P48920-B21	HPE NS204i-u FRONT INT CABLE KIT DL360 G11	\$0.00	5	\$0.00
- P52341-B21	HPE EASY INSTALL RAIL KIT 3 DL3XX G11	\$0.00	5	\$0.00
- BD505A	HPE ILO ADV W/ 3YR 24X7 TS SVR LTU	\$0.00	5	\$0.00
- H44ZBE	HPE 3Y TC ESS DL360G11 SMART CHOICE SVC	\$0.00	5	\$0.00
		Sı	ubtotal.	\$64.044.00

Subtotal: **\$64,044.00**

Quote #C029410 v1 Page: 2 of 3



DL360



Prepared by:
NobleTec, LLC

Kathy Koce
630-974-5652
kathy.koce@nobletecllc.com

Prepared for:

Morton College

3801 S Central Ave Cicero, IL 60804 Raul Chavez (702) 857-3439 Raul.chavez@morton.edu

Quote Information:

C029410

Version: 1

Delivery Date: 10/14/2025 Expiration Date: 10/16/2025

Quote Summary

DESCRIPTION	AMOUNT
Product	\$64,044.00
	Total: \$64.044.00

NobleTec reserves the right to adjust pricing and product offerings for reasons including, but not limited to, changing market conditions, discontinuation, unavailability, manufacturer price changes, supplier price changes and pricing errors. Taxes, shipping and other fees may apply. Credit card orders over \$1,000.00 may incur a 3% credit card processing surcharge. This quote is subject to NobleTec Terms and Conditions located at: https://www.nobletecllc.com/terms-and-conditions/

NobleTec, LLC

Morton College

Signature:		Signature:	-
Name:	Kathy Koce	Name:	Raul Chavez
Title:		Date:	
Date:	10/14/2025		

Quote #C029410 v1 Page: 3 of 3



Here is your requested quote NETWORKING - 50 Hour Retainer October 2025

Quote# C029512v1

Prepared For:

Morton College

Attn: Raul Chavez

Prepared By:
Kathy Koce
NobleTec, LLC



Product

DESCRIPTION		PRICE	QTY	EXT. PRICE
RETAINER	Retainer / Prepaid Labor Block Hours / Valid for 2 Years	\$125.00	50	\$6,250.00

Purpose

 The purpose of the retainer agreement is to provide ready access to the NobleTec Professional Services Team at a reduced labor rate

Advantages

- 24x7 Priority Service
- Assigned Account Manager
- Volume discounted labor rates

Examples of Usage

- Schedule a Named Engineer for Routine Onsite Visits
- Help Desk
- Systems Administration
- Server, Storage, Networking, and Security Projects
- Desktop and Notebook Deployments

24x7 Emergency Services

- We provide 24x7 availability including onsite Emergency support
- Emergency support outside normal business hours will be invoiced at 1.5x the above stated labor rate

This quote is subject to NobleTec Terms and Conditions located at: https://www.nobletecllc.com/terms-and-conditions/

Subtotal: \$6,250.00

Quote #C029512 v1 Page: 2 of 3



NETWORKING - 50 Hour Retainer October 2025



Prepared by:
NobleTec, LLC

Kathy Koce
630-974-5652
kathy.koce@nobletecllc.com

Prepared for:

Morton College

3801 S Central Ave Cicero, IL 60804 Raul Chavez (702) 857-3439 Raul.chavez@morton.edu

Quote Information:

C029512

Version: 1

Delivery Date: 10/17/2025 Expiration Date: 10/31/2025

Quote Summary

DESCRIPTION	AMOUNT
Product	\$6,250.00
Total:	\$6,250.00

NobleTec reserves the right to adjust pricing and product offerings for reasons including, but not limited to, changing market conditions, discontinuation, unavailability, manufacturer price changes, supplier price changes and pricing errors. Taxes, shipping and other fees may apply. Credit card orders over \$1,000.00 may incur a 3% credit card processing surcharge. This quote is subject to NobleTec Terms and Conditions located at: https://www.nobletecllc.com/terms-and-conditions/

NobleTec, LLC

Morton College

Signature:		Signature:	
Name:	Kathy Koce	Name:	Raul Chavez
Title:		Date:	
Date:	10/17/2025		

Quote #C029512 v1 Page: 3 of 3

MORTON COLLEGE BOARD OF TRUSTEES REQUEST FOR BOARD ACTION

PROPOSED ACTION: Replace the current networking core and three edge telecom closet switch stacks (consisting of three switches each) that are end of life with Paragon for \$64,570.46 – Core and \$93,916.20 – Edge for a total of \$158,486.66.

RATIONALE: Current Morton College networking switches are out of warranty, no longer maintainable or supportable and at the end of their service life. If not replaced networking failure will result. The new switches will improve performance, reliability, security, scalability and cost efficiency.

COST ANALYSIS: Not replacing the current Morton College switches will lead to increased network downtime, costly outages and disruptions to business operations. Additionally, not replacing will cause Morton College's network performance, reliability, security, scalability and costs to suffer.

ATTACHMENTS: Quotes for Core and Edge networking replacement

Core networking replacement.

PARAGON -\$64,570.46

• NT - \$80,641.46

• CDW - \$72,103.96

Edge networking replacement.

PARAGON:

- 108 B \$31,305,40
- 111 C \$31,305.40
- 360 C \$31,305.40

NOBLETEC:

- 108 B \$39,989.43
- 111 C \$39,989.43
- 360 C \$39,989.43

CDW

- 108 B \$33,943.76
- 111 C \$33,943.76
- 360 C \$33,943.76

Paragon Micro

PO Box 775695 Chicago IL 60677-5695



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

Bill To:

Morton College John Bax 3801 S Central Ave Cicero IL 60804

Ship To:

Morton College John Bax 3801 S Central Ave Cicero IL 60804

Quote

Q5234403

Expires: Date: 10/13/2025 11/12/2025

Sales Rep

Mangan, Marty 847 719 7199 mmangan@paragonmicro.com

Customer Contact

Contact: Chavez, Raul Account: 18523753 PO#:

Phone:

Email: Raul.Chavez@morton.edu

Quote Name	Terms	Cost Center
Morton College-Core Upgrade	Net 30	

External Notes

Qty	MPN	Description	Notes	Unit Price	Total
2	C9300-48P-E	Cisco Catalyst 9300 - Network Essentials - switch - L3 - managed - 48 x 10/100/1000 (PoE+) - rack-mountable - PoE+ (437 W)		4,242.93	8,485.86
2	CON-SNC-C93 004PE	Cisco Smart Net Total Care - Extended service agreement - replacement - 8x7 - response time: next day - for P/N: C9300-48P-E, C9300-48P-E++, C9300-48P-E=, C9300-48P-E-RF, C9300-48P-E-WS		1,997.76	3,995.52
2	PWR-C1-1100 WAC-P/2	Cisco Config 1 Secondary Power Supply - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300-48H-1E, C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A		798.30	1,596.60
2	STACK-T1-50C M	Cisco StackWise 480 - Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48		42.01	84.02
2	CAB-SPWR-30 CM	Cisco StackPower - Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48		39.92	79.84
2	C9300-NM-2Q	Cisco - Expansion module - 40 Gigabit QSFP+ x 2 - for P/N: C9300-24U-10E, C9300-48H-1E, C9300-48UB-A, C9300-48UB-E		1,071.42	2,142.84
2	C9300-DNA-E- 48-3Y	Cisco Digital Network Architecture Essentials - Term License (3 years) - 48 ports - for P/N: C9300-48H-E, C9300-48UB-E, C9300-48U-E, C9300-48UN-E, C9300-DNA-E-48=		453.63	907.26
2	C9300X-24Y-E	Cisco Catalyst 9300X - Network Essentials - switch - L3 - managed - 24 x 1/10/25 Gigabit SFP28 - rack-mountable		10,504.02	21,008.04
2	CON-SNC-C93 00XYE	Cisco Smart Net Total Care - Extended service agreement - replacement - 8x7 - response time: next day - for P/N: C9300X-24Y-E, C9300X-24Y-E=		4,945.52	9,891.04
2	PWR-C1-715W AC-P/2	Cisco Config 1 Secondary Power Supply - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 100-240 V - 715 Watt - for Catalyst 9300 (Higher Scale) (715 Watt), 9300L (715 Watt)		525.21	1,050.42
2	STACK-T1-50C M	Cisco StackWise 480 - Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48		42.01	84.02
2	CAB-SPWR-15 0CM	Cisco StackPower - Power cable - 5 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48		42.01	84.02
2	C9300X-NM-2 C	Cisco Catalyst 9300 Series Network Module - Expansion module - 40Gb Ethernet / 100Gb Ethernet QSFP x 2 - for P/N: C9300X-12Y-A, C9300X-12Y-E, C9300X-12Y-EDU, C9300X-24HX-1A, C9300X-24Y-A		1,071.42	2,142.84
2	C9300-DNA-L- E-3Y	Cisco Digital Network Architecture Essentials - Subscription license (3 years)		247.06	494.12
20	SFP-10G-SR-S =	Cisco - SFP+ transceiver module - 10GbE - 10GBase-SR - LC/PC multi-mode - up to 1310 ft - 850 nm		267.59	5,351.80
6	QSFP-40G-CS R-S=	Cisco - QSFP+ transceiver module - FCoE, 40GbE - 40GBASE-SR - LC multi-mode - up to 1310 ft - 850 nm - for P/N: C9400-SUP-1XL-Y=, C9500-24Y4C-EDU, C9500-32C-E=, C9500-32C-EDU, C9500-32QC-EDU		838.23	5,029.38
2	C9300-NM-2Q =	Cisco - Expansion module - 40 Gigabit QSFP+ x 2 - for Catalyst 9300		1,071.42	2,142.84

Page 2 of 2

Paragon Micro

PO Box 775695 Chicago IL 60677-5695



Quote

Q5234403

Date:	Expires:
10/13/2025	11/12/2025

Qty	MPN	Description		Notes	Unit Price	Total
			Shipping Cost (FedEx	Ground® (2-5 Busi	Subtotal ness Days)) Total	64,570.46 0.00 \$64,570.46

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.

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Accepted By: Printed Name	Purchase Order #	
Authorized Signature	Date	

Paragon Micro

PO Box 775695 Chicago IL 60677-5695



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

Bill To:

Morton College John Bax 3801 S Central Ave Cicero IL 60804

Ship To:

Morton College John Bax 3801 S Central Ave Cicero IL 60804 Quote

Q5234967

Date: Expires: 10/15/2025 11/14/2025

Sales Rep

Mangan, Marty 847 719 7199 mmangan@paragonmicro.com

Customer Contact

Contact: Chavez, Raul Account: 18523753 PO#:

Phone:

Email: Raul.Chavez@morton.edu

Terms	Cost Center
Net 30	

External Notes

Qty	MPN	Description	Notes	Unit Price	Total
	4 C9300-48T-E	Cisco Catalyst 9300 - Network Essentials - switch - L3 - managed - 48 x 10/100/1000 - rack-mountable		3,442.84	13,771.36
	4 C9300-DNA-E- 48-3Y	Cisco Digital Network Architecture Essentials - Term License (3 years) - 48 ports - for P/N: C9300-48H-E, C9300-48UB-E, C9300-48U-E, C9300-48UN-E, C9300-DNA-E-48=		443.56	1,774.24
	4 PWR-C1-350W AC-P/2	Cisco Config 1 Secondary Power Supply - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - 350 Watt - for Catalyst 9300 (350 Watt), 9300L (350 Watt)		266.95	1,067.80
	4 STACK-T1-50C M	Cisco StackWise 480 - Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48		41.07	164.28
	4 CAB-SPWR-30 CM	Cisco StackPower - Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48		39.02	156.08
	2 C9300-48P-E	Cisco Catalyst 9300 - Network Essentials - switch - L3 - managed - 48 x 10/100/1000 (PoE+) - rack-mountable - PoE+ (437 W)		4,147.37	8,294.74
	2 STACK-T1-50C M	Cisco StackWise 480 - Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48		41.07	82.14
	2 CAB-SPWR-30 CM	Cisco StackPower - Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48		39.02	78.04
	2 C9300-DNA-E- 48-3Y	Cisco Digital Network Architecture Essentials - Term License (3 years) - 48 ports - for P/N: C9300-48H-E, C9300-48UB-E, C9300-48U-E, C9300-48UN-E, C9300-DNA-E-48=		443.56	887.12
	PWR-C1-1100 WAC-P/2	Cisco Config 1 Secondary Power Supply - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300-48H-1E, C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A		780.33	1,560.66
	2 C9300-NM-2Q =	Cisco - Expansion module - 40 Gigabit QSFP+ x 2 - for Catalyst 9300		1,047.28	2,094.56
	QSFP-40G-CS R-S=	Cisco - QSFP+ transceiver module - FCoE, 40GbE - 40GBASE-SR - LC multi-mode - up to 1310 ft - 850 nm - for P/N: C9400-SUP-1XL-Y=, C9500-24Y4C-EDU, C9500-32C-E=, C9500-32C-EDU, C9500-32QC-EDU		687.19	1,374.38

Page 2 of 2

Paragon Micro

PO Box 775695 Chicago IL 60677-5695



Quote

Q5234967

Date:	Expires:
10/15/2025	11/14/2025

Qty	MPN	Description		Notes	Unit Price	Total
			Shipping Cost (FedEx	Ground® (2-5 Busi	Subtotal ness Days)) Total	31,305.40 0.00 \$31,305.40

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	

Paragon Micro

PO Box 775695 Chicago IL 60677-5695



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

Bill To:

Morton College John Bax 3801 S Central Ave Cicero IL 60804

Ship To:

Morton College John Bax 3801 S Central Ave Cicero IL 60804 Quote

Q5234970

Date: Expires: 10/15/2025 11/14/2025

Sales Rep

Mangan, Marty 847 719 7199 mmangan@paragonmicro.com

Customer Contact

Contact: Chavez, Raul Account: 18523753 PO#:

Phone:

Email: Raul.Chavez@morton.edu

Quote Name	Terms	Cost Center
111C	Net 30	

External Notes

Qty	MPN	Description	Notes	Unit Price	Total
	4 C9300-48T-E	Cisco Catalyst 9300 - Network Essentials - switch - L3 - managed - 48 x 10/100/1000 - rack-mountable		3,442.84	13,771.36
	4 C9300-DNA-E- 48-3Y	Cisco Digital Network Architecture Essentials - Term License (3 years) - 48 ports - for P/N: C9300-48H-E, C9300-48UB-E, C9300-48U-E, C9300-48UN-E, C9300-DNA-E-48=		443.56	1,774.24
	4 PWR-C1-350W AC-P/2	Cisco Config 1 Secondary Power Supply - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - 350 Watt - for Catalyst 9300 (350 Watt), 9300L (350 Watt)		266.95	1,067.80
	4 STACK-T1-50C M	Cisco StackWise 480 - Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48		41.07	164.28
	4 CAB-SPWR-30 CM	Cisco StackPower - Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48		39.02	156.08
	2 C9300-48P-E	Cisco Catalyst 9300 - Network Essentials - switch - L3 - managed - 48 x 10/100/1000 (PoE+) - rack-mountable - PoE+ (437 W)		4,147.37	8,294.74
	2 STACK-T1-50C M	Cisco StackWise 480 - Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48		41.07	82.14
	2 CAB-SPWR-30 CM	Cisco StackPower - Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48		39.02	78.04
	2 C9300-DNA-E- 48-3Y	Cisco Digital Network Architecture Essentials - Term License (3 years) - 48 ports - for P/N: C9300-48H-E, C9300-48UB-E, C9300-48U-E, C9300-48UN-E, C9300-DNA-E-48=		443.56	887.12
	PWR-C1-1100 WAC-P/2	Cisco Config 1 Secondary Power Supply - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300-48H-1E, C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A		780.33	1,560.66
	2 C9300-NM-2Q =	Cisco - Expansion module - 40 Gigabit QSFP+ x 2 - for Catalyst 9300		1,047.28	2,094.56
	QSFP-40G-CS R-S=	Cisco - QSFP+ transceiver module - FCoE, 40GbE - 40GBASE-SR - LC multi-mode - up to 1310 ft - 850 nm - for P/N: C9400-SUP-1XL-Y=, C9500-24Y4C-EDU, C9500-32C-E=, C9500-32C-EDU, C9500-32QC-EDU		687.19	1,374.38

Page 2 of 2

Paragon Micro

PO Box 775695 Chicago IL 60677-5695



Quote

Q5234970

Date:	Expires:
10/15/2025	11/14/2025

Qty	MPN	Description		Notes	Unit Price	Total
			Shipping Cost (FedEx	Ground® (2-5 Busi	Subtotal ness Days)) Total	31,305.40 0.00 \$31,305.40

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.

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Accepted By: Printed Name	Purchase Order #
Authorized Signature	Date

Paragon Micro

PO Box 775695 Chicago IL 60677-5695



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

Bill To:

Morton College John Bax 3801 S Central Ave Cicero IL 60804

Ship To:

Morton College John Bax 3801 S Central Ave Cicero IL 60804 Quote

Q5234407

Date: Expires: 10/13/2025 11/12/2025

Sales Rep

Mangan, Marty 847 719 7199 mmangan@paragonmicro.com

Customer Contact

Contact: Chavez, Raul Account: 18523753 PO#:

Phone:

Email: Raul.Chavez@morton.edu

Quote Name	Terms	Cost Center
IDF 360C	Net 30	

External Notes

Qty		MPN	Description	Notes	Unit Price	Total
	4	C9300-48T-E	Cisco Catalyst 9300 - Network Essentials - switch - L3 - managed - 48 x 10/100/1000 - rack-mountable		3,442.84	13,771.36
	4	C9300-DNA-E- 48-3Y	Cisco Digital Network Architecture Essentials - Term License (3 years) - 48 ports - for P/N: C9300-48H-E, C9300-48UB-E, C9300-48U-E, C9300-48UN-E, C9300-DNA-E-48=		443.56	1,774.24
	4	PWR-C1-350W AC-P/2	Cisco Config 1 Secondary Power Supply - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - 350 Watt - for Catalyst 9300 (350 Watt), 9300L (350 Watt)		266.95	1,067.80
	4	STACK-T1-50C M	Cisco StackWise 480 - Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48		41.07	164.28
	4	CAB-SPWR-30 CM	Cisco StackPower - Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48		39.02	156.08
	2	C9300-48P-E	Cisco Catalyst 9300 - Network Essentials - switch - L3 - managed - 48 x 10/100/1000 (PoE+) - rack-mountable - PoE+ (437 W)		4,147.37	8,294.74
	2	STACK-T1-50C M	Cisco StackWise 480 - Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48		41.07	82.14
	2	CAB-SPWR-30 CM	Cisco StackPower - Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48		39.02	78.04
	2	C9300-DNA-E- 48-3Y	Cisco Digital Network Architecture Essentials - Term License (3 years) - 48 ports - for P/N: C9300-48H-E, C9300-48UB-E, C9300-48U-E, C9300-48UN-E, C9300-DNA-E-48=		443.56	887.12
	2	PWR-C1-1100 WAC-P/2	Cisco Config 1 Secondary Power Supply - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300-48H-1E, C9300L-24UXG4XA-RF, C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300X-24HX-1A		780.33	1,560.66
	2	C9300-NM-2Q =	Cisco - Expansion module - 40 Gigabit QSFP+ x 2 - for Catalyst 9300		1,047.28	2,094.56
	2	QSFP-40G-CS R-S=	Cisco - QSFP+ transceiver module - FCoE, 40GbE - 40GBASE-SR - LC multi-mode - up to 1310 ft - 850 nm - for P/N: C9400-SUP-1XL-Y=, C9500-24Y4C-EDU, C9500-32C-E=, C9500-32C-EDU, C9500-32QC-EDU		687.19	1,374.38

Page 2 of 2

Paragon Micro

PO Box 775695 Chicago IL 60677-5695



Quote

Q5234407

Date:	Expires:
10/13/2025	11/12/2025

Qty	MPN	Description		Notes	Unit Price	Total
			Shipping Cost (FedEx	Ground® (2-5 Busi	Subtotal ness Days)) Total	31,305.40 0.00 \$31,305.40
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.

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Accepted By: Printed Name	Purchase Order #
Authorized Signature	Date

DATE: 10-15-25

PROPOSED ACTION: Approval of the contract between Morton College and Lo Destro Construction Company for the renovation project in Biology Lab 344C, pending final legal review.

RATIONALE: To renovate lab 344C

COST ANALYSIS:

ATTACHMENT: AIA Document A101- 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-fifth day of September in the year Two Thousand Twenty-Five (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Morton College 3801 South Central Road Cicero, IL 60804 Phone Number: 708-656-8000

and the Contractor: (Name, legal status, address and other information)

Lo Destro Construction Company 211 E. Ontario, Suite 500 Chicago, IL 60611

Phone Number: 312-521-5599

for the following Project: (Name, location and detailed description)

Morton College - Microbiology Lab Remodel 3801 South Central Avenue Cicero, 60804 Architects Project No.: 225077.00

The Architect: (Name, legal status, address and other information)

Legat Architects 549 W. Randolph Street Suite 602 Chicago, IL 60661 Phone Number: 312-258-9595

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An Additions and Deletions Report that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- THE CONTRACT DOCUMENTS
- THE WORK OF THIS CONTRACT
- DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- CONTRACT SUM
- 5 **PAYMENTS**
- DISPUTE RESOLUTION
- TERMINATION OR SUSPENSION 7
- MISCELLANEOUS PROVISIONS
- ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

[]	X.J	The date of this Agreement.
]	1	A date set forth in a notice to proceed issued by the Owner.
]]	Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.
- [X]By the following date: February 27, 2026

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§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

Not Applicable.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred and Forty-Six Thousand Five Hundred Dollars and Zero Cents (\$ 346,500.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Alternate No. 1- All work associated with additional casework as identified in the drawings

\$66,500.00

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item Price Conditions for Acceptance

Not applicable.

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item Price

Contingency Allowance \$10,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item Units and Limitations Price per Unit (\$0.00)

Not applicable.

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Contractor and the ContractorsSurety's, if any, agrees to credit or pay, as the case may be, to the Owner,Liquidated Damages of One Thousand Dollars (\$1,000.00) for each calendar day of delay per Phase from the required date of Substantial Completion to the actual date of Substantial Completion for all work.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Not applicable.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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(68dd8a96a85db0e7f1c1d4cc)

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month
- § 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

All Applications for Payment shall be accompanied by Lien Waivers from the Contractor and applicable Subcontractors. The Lien Waiver, when taken together, shall equal the sum due under the respective Application for Payment.

The Schedule of Values shall allocate all work to be preformed by Subcontractors. All Subcontractors and supplier's waivers to be trailing. If Subcontractors and supplier's waivers haven't been received by the following Payment Application, the Payment Application will be held until all trailing waivers have been received.

All Applications for Payment shall be accompanied by the Contractor's and Subcontractors' Certified Payrolls within the time-period provided of work preformed on each Payment Application as required by the Illinois Prevailing Wage Act.

Refer to the Illinois Department of Labor's website at https://www2.illinois.gov/idol/laws-rules/conmed/pages/prevailingwage-rates.aspx for the required and prerequisites of this Act as well as the text of the Act and all related regulations. Certified Transcripts of Payroll are to be submitted directly to the Illinois Department of Labor via their on-line, Certified Transcript of Payroll Portal no later than the 15th of each calendar month following a month in which construction on the project has occurred.

- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201[™]–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:

User Notes:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the

Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Performance Bonds/Payment Bonds, and Certificates of Insurance.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Retainage shall not be reduced below ten percent (10%) until all documents as required in the Instruments of Services have been received, reviewed and approved by Architect.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: (Insert any other conditions for release of retainage upon Substantial Completion.)

Not applicable.

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Not applicable.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

0.00 %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[]	X]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
]]	Litigation in a court of competent jurisdiction
]]	Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)
Joseph Florio
Morton College

3801 South Central Road Cicero, IL 60804 Phone Number: 708-656-8000

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Nick Santarelli Lo Destro Construction Company

211 E. Ontario, Suite 500 Chicago, IL 60611

User Notes:

Phone Number: 312-521-5599

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™_2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.
- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM_2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not applicable.

§ 8.7 Other provisions:

Not applicable.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- § 9.1 This Agreement is comprised of the following documents:
 - AIA Document A101TM–2017, Standard Form of Agreement Between Owner and Contractor
 - .2 AIA Document A101TM-2017, Exhibit A, Insurance and Bonds - Not used
 - AIA Document A201TM-2017, General Conditions of the Contract for Construction indicated as Exhibit .3 "A" attached hereto
 - Building information modeling exhibit, dated as indicated below: (Insert the date of the building information modeling exhibit incorporated into this Agreement.)
 - Drawings shall be indicated as Exhibit "B" attached hereto

Title Number Date

Specifications / Table of Contents shall be indicated as Exhibit "C" attached hereto

Section Title Date **Pages**

Addenda, if any:

Number	Date	Pages
00 90 01 - Addendum No. 1	August 21, 2025	1 page plus referenced
		attachment -2 pages total
00 90 02 - Addendum No. 2	September 2, 2025	2 pages total

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

User Notes:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204TM–2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this Agreement.)

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	[]	The Sustainability Plan:	20.700		
		Title	Date	Pages	
	[X]	Supplementary and other	Conditions of the Contract:		
		Document	Title	Date	Pages
		00 82 00	Prevailing Wage Requirements July 15, 2025	August 15, 2025	11
		00 82 10	Certification of Monthly Payroll	August 15, 2025	1
		00 82 20	Certification of Prevailing Wage	August 15, 2025	1
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1 Document A201° – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Morton College - Biology A &P Lab Remodel

THE OWNER:

(Name, legal status and address)

Morton College 3801 South Central Road Cicero, Illinois 60804

THE ARCHITECT:

(Name, legal status and address)

Legat Architects, Inc. 549 W. Randolph St., Ste 602 Chicago, Illinois 60661-2234

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- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

e-mail docinfo@aiacontracts.com.

User Notes: (846685048)

Morton College Microbiology Lab Remodel Architects Project No. 225077.00

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM_2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM_2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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G202TM–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

- § 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- § 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

- § 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.
- § 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.
- **§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.
- § 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

- § 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

- § 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.
- § 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- § 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

- § 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

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- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.
- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

- § 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- § 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

- § 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- § 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

- § 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- § 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
- § 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

- § 3.8.2 Unless otherwise provided in the Contract Documents,
 - allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

- § 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.
- § 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- § 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.
- § 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

- § 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

- § 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

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§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

- § 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.
- § 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

- § 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- § 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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- § 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.
- § 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts
- § 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
- § 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.
- **§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.
- § 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

- § 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
 - .1 The change in the Work;
 - .2 The amount of the adjustment, if any, in the Contract Sum; and
 - .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

- § 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- § 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
 - .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - .4 As provided in Section 7.3.4.
- § 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- 1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

- **§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

- § 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- § 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

- § 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.
- § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

- § 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.
- § 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- 4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- § 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
- § 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11 LIQUIDATED DAMAGES

§ 9.11.1 The Contractor is solely responsible for substantially completing the work of the project by the scheduled Substantial Completion Dates. This responsibility includes all work, including that of the Contractors forces, subcontractors and suppliers. The Contractor acknowledges that the Owner will suffer significant financial loss if the Project is not Substantially Complete on the date(s) set forth in the Contract Documents. The Contractor further acknowledges that the measure of such loss would not be susceptible to precise calculation. To protect the Owner against said loss, the Owner and the Contractor hereby agree that the Contractor and the Contractor's surety, if any,

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shall be liable for and shall pay to the Owner Liquidated Damages of One Thousand Dollars (\$1,000.00) per calendar day for each day of delay from the Date of Substantial Completion for all work.

§ 9.11.2 Payments of Liquidated Damages are in addition to other damages that may be incurred by the Owner and are not a penalty. All such Liquidated Damages may be set off against any monies that may be due to the Contractor.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

- § 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to
 - .1 employees on the Work and other persons who may be affected thereby;
 - .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
 - .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- § 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.
- § 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

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Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

- § 11.1.2 The Contractor shall also purchase and maintain such insurance naming the Owner and the Architect as additional insureds on the policy and will protect the Owner and the Architect and their agents and employees from expenses including attorneys' fees arising out of or resulting from the performance of the Work provided that such claim, damage, loss or expense (1) is attributable to bodily injury sickness, disease or death, or to injury to, or destruction of tangible property (property other than the work itself, including the loss of use therefrom, and (2) is caused in whole or part of any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them maybe liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph.
- § 11.1.3 In any and all claims against the Owner or the Architect, or any of their agents or employees, by any employee or the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the insurance obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Worker's Compensation Acts, disability benefits acts or other employee benefit acts.
- § 11.1.4 The insurance obligations of the Contractor under this paragraph shall not extend to the liability of the Architect, their agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports., surveys, Change Orders designs or specification, or (2) the giving of or failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- § 11.1.5 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including: (1) Premises Operations, including X, C and U coverages as applicable; (2) Independent Contractor's Protective; (3) Products and Competed Operations; (4) Personal Injury Liability with Employment Exclusion deleted; (5) Contractual, including specified provision for Contractor's obligation under Paragraph 3.18; (6) Owned, non-owned and hired motor vehicles; and (7) Board Form Property Damage, including Completed Operations.
- § 11.1.6 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting prior shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.
- § 11.1.7 Minimum limits of liability shall be as follows:
 - 1. Workers' Compensation
 - (a) State: Statutory
 - (b) Employer's Liability:
 \$1,000,000 per accident
 \$500,000 disease, policy limit
 \$500,000 disease, each employee
 - 2. Comprehensive or Commercial General Liability, including Premises Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage:
 - (a) Bodily Injury:
 - \$1,000,000 each occurrence
 - \$1,000,000 aggregate
 - (b) Property Damage:
 - \$1,000,000 each occurrence
 - \$1,000,000 aggregate
 - (c) Products and Completed Operations to be maintained for one (1) year after final payment: \$1,000,000 aggregate
 - (d) Property Damage Liability Insurance shall provide X, C and U coverage.
 - (e) Broad Form Property Damage Coverage shall include Completed Operations.
 - 3. Contractual Liability:

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- (a) Bodily Injury: \$1,000,000 each occurrence \$1,000,000 aggregate
- (b) Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate
- 4. Personal Injury, with Employment Exclusion deleted: \$1,000,000 aggregate
- 5. Business Auto Liability (including owned, non-owned and hired vehicles):
 - (a) Bodily Injury: \$500,000 each person \$1,000,000 each occurrence
 - (b) Property damage: \$1,000,000 each occurrence
- 6. Umbrella Excess Liability: \$1,000,000 over primary insurance
- § 11.1.8 The Contractor shall provide surety bonds of the types, such penal sums and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 11.1.9 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- § 11.1.10 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

- § 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.
- § 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any

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dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

- § 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- § 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

- § 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.
- § 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.
- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

Exhibit "A" Page 37 of 45

- § 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

- § 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
 - 1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
 - **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
 - .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
 - .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

- § 14.2.1 The Owner may terminate the Contract if the Contractor
 - .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
 - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- § 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - .2 Accept assignment of subcontracts pursuant to Section 5.4; and

- Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

- § 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.
- § 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
 - that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause .1 for which the Contractor is responsible; or
 - .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

- § 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- § 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall
 - cease operations as directed by the Owner in the notice;
 - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
 - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- § 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

CLAIMS AND DISPUTES ARTICLE 15

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

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§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker

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and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

- § 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.
- § 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.
- § 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.
- § 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.
- § 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.
- § 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.
- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

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- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.
- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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- § 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.
- § 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

- § 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- § 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- § 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- § 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

- § 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

SCHEDULE OF DRAWINGS

GENERAL DRAWINGS

G-001 TITLE SHEET

G-201 SYMBOLS AND PROJECT GENERAL NOTES

ARCHITECTURAL DRAWINGS

A-001	OVERALL REFERENCE PLANS
AD-101	FLOOR PLANS - BASE BID DEMOLITION
A-101	FLOOR PLANS - BASE BID
A-102	FLOOR PLANS - ALTERNATE BID
AQ101	EQUIPMENT PLAN - BASE BID
AQ102	EQUIPMENT PLAN - ALTERNATE BID
AQ103	EQUIPMENT DETAILS - INSTRUCTOR STATION
AQ104	EQUIPMENT DETAILS - STUDENT WORK TABLES
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MECHANICAL DRAWINGS

M-001	MECHANICAL LEGEND
M-002	MECHANICAL SPECIFICATIONS
M-101	MECHANICAL FLOOR PLANS - BASE BID
M-102	MECHANICAL FLOOR PLANS - ALTERNATE BID
M-400	MECHANICAL SCHEDULES AND DETAILS

PLUMBING DRAWINGS

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P-001	PLUMBING SPECIFICATIONS
P-101	PLUMBING FLOOR PLANS - BASE BID
P-102	PLUMBING FLOOR PLANS - ALTERNATE BID
P-400	PLUMBING SCHEDULES AND DETAILS
P-500	BASE SCOPE PLUMBING RISERS
P-501	ALTERNATE SCOPE PLUMBING RISERS

ELECTRICAL DRAWINGS

E-001	ELECTRICAL AND FIRE ALARM LEGEND
E-002	ELECTRICAL SPECIFICATIONS
E-101	ELECTRICAL FLOOR PLANS - BASE BID
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MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION:

That The Board approve the hiring of Monica Sanchez Torres as a full-time Student Success Coach with an effective start date of Monday, November 3, 2025.

RATIONALE:

The Academic Advising department has had an unfilled position for over a year. Filling this role would help redistribute advisor caseloads more evenly and enhance the effectiveness of services provided by the Student Success Coach.

COST ANALYSIS:

\$69,060.49

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION:

That The Board approve the hiring of Neyda Diaz as a full-time Student Success Coach with an effective start date of Monday, October 27, 2025.

RATIONALE:

The Academic Advising department has had an unfilled position for over a year. Filling this role would help redistribute advisor caseloads more evenly and enhance the effectiveness of services provided by the Student Success Coach.

COST ANALYSIS:

\$67,984.00



CONSEJO DE ADMINISTRACIÓN DE POLITICAS DE MORTON COLLEGE

Illinois Community College District No. 527

TÍITULO: Misión NO.

SECCIÓN: i PAGE: 1 de 1

MISIÓN:

Enriquecer la calidad de vida de nuestra comunidad a través de modelos ejemplares de enseñanza y aprendizaje, servicios comunitarios y oportunidades de aprendizaje perdurables.

OBJETIVOS:

- 1. Maximizar los recursos institucionales enfocados al aprendizaje de nuestros estudiantes.
- 2. Evaluar continuamente el proceso de aprendizaje de nuestros estudiantes con el objetivo de proporcionarles nuevas formas de apoyo para lograr el éxito.
- 3. Desarrollar programas educativos que respondan y sirvan las necesidades de la comunidad.
- 4. Motivar a las familias de nuestras comunidades a aprovechar las oportunidades que Morton College les ofrece.
- 4.5. Garantizar el enriquecimiento de sus programas educativos y servicios de apoyo estudiantil comprometiéndose con el autoestudio y la evaluación continua.

APROBADO POR EL CONSEJO DE ADMINISTRACIÓN: 25 de octubre, 2001; 28 de noviembre,

2018

RÉVISADO: 27 de octubre, 2004; 1 de octubre de 2025

RÉAFIRMADO: 17 de octubre, 2018; 30 de noviembre, 2022; 22 de octubre de 2025



Illinois Community College District No. 527

TITLE: Mission Statement NO.

SECTION: i PAGE: 1 of 1

Mission Statement

MISSION:

To enhance the quality of life of our diverse community through exemplary teaching and learning opportunities, community service, and life-long learning.

GOALS:

- 1. Maximize the College's resources to support student learning.
- 2. Conduct ongoing assessment of student learning to discover new ways to help students succeed.
- 3. Develop responsive curricula and programs to serve community needs.
- Encourage community families to embrace the educational opportunities Morton College provides.
- 4.5. Ensure the enrichment of its educational programs and student support services by making a commitment to ongoing self-study and assessment.

DATE APPROVED BY BOARD OF TRUSTEES: October 25, 2001, November 28, 2018

DATES REVISED: October 27, 2004; October 1, 2025

DATES REAFFIRM: October 17, 2018; November 30, 2022; October 22, 2025



Illinois Community College District No. 527

TITLE: Philosophy and Objectives NO.

SECTION: ii PAGE: 1 of 2

Philosophy

Morton College affirms its role as an integral part of the Illinois Community College System, committed to advancing the mission of accessible, affordable, and high-quality education for all residents of District 527. The College embraces its responsibility to foster opportunity, equity, and excellence in teaching, learning, and community engagement.

The Board of Trustees believes that education is both a public trust and a community partnership. Morton College exists to serve the evolving needs of its students and the broader community by cultivating curiosity, creativity, critical thinking, and lifelong learning. The College's programs and services are designed to support students at every stage of their journey—from academic preparation to degree completion, transfer, and meaningful employment.

In fulfilling this purpose, the Board reaffirms the College's commitment to the values of Compassion, Equity, Accountability, Innovation, and Excellence, and to fostering a culture of inquiry, evidence, and continuous improvement.

Objectives

In alignment with the philosophy and mission of Morton College and the objectives of the Illinois Community College Board, the College shall:

1. Provide Accessible Learning Pathways

Offer comprehensive programs that include transfer education, workforce and technical training, adult and continuing education, and lifelong learning opportunities responsive to community needs.

2. Advance Student Success and Equity

Create conditions that enable all students to achieve their goals through high-impact teaching, proactive support services, and inclusive learning environments.

3. Promote Innovation and Continuous Improvement

Encourage creativity and evidence-based decision making across all areas of the College, using data to inform planning, assessment, and resource allocation.

4. Support Faculty and Staff Excellence

Recruit, develop, and retain a diverse, highly qualified, and collaborative faculty and staff whose professional expertise enriches the student experience.

DATE APPROVED BY BOARD OF TRUSTEES: December 27, 1977; November 28, 2018

DATES REVISED: October 23, 1980; March 24, 1983; October 17, 2018; October 1, 2025



Illinois Community College District No. 527

TITLE: Philosophy and Objectives NO.

SECTION: ii PAGE: 2 of 2

5. Engage the Community and Strengthen Partnerships

Collaborate with schools, employers, and community organizations to align education with workforce needs, expand opportunities, and enhance the quality of life in the district.

6. Steward Public Trust and Resources

Manage institutional resources responsibly, transparently, and sustainably in service to the College's mission and community.

The following statements pertain to the philosophy and objectives which guide the deliberations and decisions of the Board of Trustees:

Morton College is an integral part of the Illinois Community College System organized to provide education and training to the citizens of the district and to participate as a partner in the statewide Community College System.

Responsible for the direction of Morton College as part of the statewide system, the Board of Trustees of Community College District 527 assumes a full commitment to the objectives and philosophy of the Illinois Community College Board, and to observe the standards and criteria set forth by said state board.

Accordingly, the Board adopts as the mission of Morton College the establishment and maintenance of the following programs:

LIBERAL ARTS AND SCIENCES PROGRAMS—Such programs shall be provided either (1) to prepare students for transfer to four-year colleges and universities, or (2) to meet the personal educational goals of individuals through their lifetimes.

OCCUPATIONAL PROGRAMS – Such programs shall be vocational, technical, and semi-technical in nature and shall be for the purpose of providing job training, retraining, and/or-upgrading of skills to meet both current and emerging local, regional, and state manpower-needs.

PREPARATORY, DEVELOPMENTAL, AND REMEDIAL PROGRAMS—Such programs shall include adult basic education, general education development, English as a second-language, and any other instruction designed to prepare students for successful experiences in post-secondary education.

PUBLIC SERVICE PROGRAMS - Such programs shall include (1) "community education"

DATE APPROVED BY BOARD OF TRUSTEES: December 27, 1977; November 28, 2018

DATES REVISED: October 23, 1980; March 24, 1983; October 17, 2018; October 1, 2025



Illinois Community College District No. 527

TITLE: Philosophy and Objectives NO.

SECTION: ii PAGE: 2 of 2

activities of an instructional nature such as non-credit adult continuing education and hobby/leisure time activities and (2) "community service" activities which may include workshops, seminars, and forms of cultural enrichment.

Furthermore, the Board considers its responsibility to be:

- primarily, to the citizens of the six communities of District 527 that it serves;
- secondarily, insofar as it is practical, to residents of areas which are not included in community college districts and to residents of the State of Illinois who seek occupational education in fields unavailable elsewhere; and
- lastly, to residents outside of the State of Illinois and the continental limits of the United States.

The Board commits itself to a comprehensive program offering a variety of educational opportunities designed to meet a diversity of interests and abilities of its student body. Central to all of these programs and vital to the realization of their educational aims are counseling and support services to direct students into programs for which they are most qualified and show the greatest potential for achievement.

Inasmuch as the Board is committed to the concept that the quality of the faculty and staff is central to the quality of the educational experience of the students it therefore seeks to employ and retain persons with the highest professional qualifications and demonstrated ability.

Finally, the Board believes in the integrity of a position which supports the values and standards of the community which it serves.

DATE APPROVED BY BOARD OF TRUSTEES: December 27, 1977; November 28, 2018

DATES REVISED: October 23, 1980; March 24, 1983; October 17, 2018; October 1, 2025



Illinois Community College District No. 527

TITLE: Code of Conduct NO.

SECTION: iii PAGE: 1 of 5

In recognition of the gravity of their trust, and aware of their unique responsibility to College employees, students, and residents of the district, the Trustees agree to adhere to the following commitments:

- A. To accept and abide by the legal and fiscal responsibilities of the Board as specified by Board policy and federal and state statutes and regulations;
- B. To remember at all times that as individuals, trustees have no legal authority outside the meetings of the Board and thus shall conduct their relationships with the community college staff, the local citizenry, and all media of communications on the basis of this fact;
- C. To represent all constituents honestly and equally, refusing to surrender responsibilities to special interest and partisan political groups;
- D. To devote the time to learn how the college functions its uniqueness, strength, and needs to properly fulfill its role in post-secondary education in the community;
- E. To carefully prepare for, regularly attend, and actively participate in Board meetings and committee assignments;
- F. To vote according to informed, individual conviction, yet willing to support the majority decision of the Board, working with fellow Trustees in a spirit of cooperation and respect;
- G. To avoid any conflict of interest, appearance of impropriety, or exploitation of the Office of Trustee for personal gain or publicity;
- H. To avoid any such action that might compromise the Board or administration, respecting the sensitivity of the privileged, confidential information available;
- I. To recognize that it is as important for the Board to understand and evaluate the instructional and student services' programs of the College as it is business and administrative operations;

DATE APPROVED BY BOARD OF TRUSTEES: December 27, 1977; November 28, 2018; January 26, 2022

DATES REVISED: October 23, 1980; March 24, 1983; October 17, 2018; January 26, 2022; October 1, 2025



Illinois Community College District No. 527

TITLE: Code of Conduct NO.

SECTION: iii PAGE: 2 of 5

J. To bear in mind under all circumstances that the primary function of the Board is to establish the policies by which the community <u>c</u>College is to be administered, but that the administration of the educational program and the conduct of College business shall be left to the president and the <u>professional and non-professional</u> staff;

- K. To welcome and encourage active cooperation by citizens, organizations, and the media of communication in the district with respect to establishing policy on current College operations and proposed future developments. To receive and listen to communications from citizens and others and to share same with the President.
- L. To support the state and national Community College Trustees Associations.

DATE APPROVED BY BOARD OF TRUSTEES: December 27, 1977; November 28, 2018; January 26, 2022

DATES REVISED: October 23, 1980; March 24, 1983; October 17, 2018; January 26, 2022; October 1, 2025



Illinois Community College District No. 527

TITLE: Code of Conduct NO.

SECTION: iii PAGE: 3 of 5

MORTON COLLEGE BOARD OF TRUSTEES

Statement of Board Member Commitment

(Addendum to Board Member Code of Conduct)

Serving on the Board of Trustees of Morton College is an honor bestowed by residents of the Illinois Community College District 527. Recognizing my responsibilities as a board member and the expectations of my service as a fiduciary is essential if the College is to achieve its mission. I understand that my board colleagues and I are accountable to Morton College's students, faculty, staff, as well as to the residents of the community, and to each other. As a member of the board, I take pride in my service, and I am committed to the fiduciary standards that define the scope and limits of my authority.

By signing this Statement of Commitment, I endorse the important responsibilities and behaviors that define my service to the College.

As a Board member of Morton College, I publicly commit to the following guiding principles:

- As a fiduciary I recognize, that while an independent elected board member, that the board acts in respectful and orderly manner in order to contribute to advancing the mission and strategic priorities of Morton College;
- I am committed to being part of a healthy culture of board governance, one that is committed to gaining the trust and support of Morton College's stakeholders and to the restoration of its reputation;
- I respect the opinions of other Board members and I avoid any derogatory comments about them, the President and the faculty and staff in all settings;
- I recognize that as a board member, I should work to be supportive of presidential vision and leadership, while also accepting my role in holding the President accountable for the effective leadership of the College;
- I realize as a board member that my authority comes in the form of adding value to board policy
 and strategy considerations, and that no individual board member has specific authority to act on
 behalf of the board or the college unless specifically requested to do so by the board or its
 leadership;

DATE APPROVED BY BOARD OF TRUSTEES: December 27, 1977; November 28, 2018; January 26, 2022

DATES REVISED: October 23, 1980; March 24, 1983; October 17, 2018; January 26, 2022; October 1, 20205



Illinois Community College District No. 527

TITLE: Code of Conduct NO.

SECTION: iii PAGE: 4 of 5

• I commit to maintaining the highest standard of ethical behavior and I recognize that conflict of interest —whether material or in appearance—can create uncertainty and should be avoided unless there is a board approved "compelling interest";

- I willingly take part in board education programs in order to demonstrate personal continuous improvement, both for the benefit of my service and to demonstrate to institution stakeholders that Morton College board members recognize one of the most important values of a higher education institution;
- I recognize that as a board member, I must refrain from active (or indirect) engagement with, or efforts to influence the management of staff throughout the College or its various departments or affiliates;
- I will work through the appropriate structures of the board in order to avoid seeking direct influence or information from college staff, other than from the President;
- I understand that as a board member, I should seek to add value to the board's strategy and policy
 responsibilities by providing leadership as assigned and asking appropriate and provocative
 strategic questions; challenging as appropriate but avoiding being a disruptive member of the
 fiduciary body;
- I respect that the public and sole voice of the board shall be the Board Cochairs and voice of the College will be the President;
- I realize the importance to prepare for and participate in all official Board meetings and other functions and appropriate campus events;
- I understand that while I can suggest items for inclusion on board meeting agendas, I respect the leadership role of the President and Board Chair to finalize agendas;
- I respect and adhere to the Board's appropriate expectation that all board members maintain the confidentiality of sensitive College-related information;
- I will communicate promptly to the President and the Board Chair any significant concerns related to the College's well-being;
- I recognize that no Board member is entitled to request that actions be taken that violate written
 policies, rules, and regulations of the Board or the College, or make inappropriate requests for
 special perks or privileges;

DATE APPROVED BY BOARD OF TRUSTEES: December 27, 1977; November 28, 2018; January 26, 2022

DATES REVISED: October 23, 1980; March 24, 1983; October 17, 2018; January 26, 2022; October 1, 2025



Illinois Community College District No. 527

TITLE: Code of Conduct	NO.
SECTION: iii	PAGE: 5 of 5

- I recognize that the Board will establish a periodic assessment of my performance as a Board member and fiduciary of Morton College;
- I will periodically participate in evaluating the state of the College relative to its mission;

In the event the Board, through its Governance Committee, should determine that any board member is in violation of the Board Code of Conduct and/or this Statement of Commitment, the Board will take all legally permissible actions, up to and including a formal censure, to remediate the board member's conduct.

Signature of Board Member	Date

DATE APPROVED BY BOARD OF TRUSTEES: December 27, 1977; November 28, 2018; January 26, 2022

DATES REVISED: October 23, 1980; March 24, 1983; October 17, 2018; January 26, 2022; October 1, 2025



Illinois Community College District No. 527

TITLE: Officers of the College NO. 2.3.1

SECTION: Administration PAGE: 1 of 1

The President is the Chief Executive Officer of the College. Other Officers of the College shall consist of the Provost, who is Chief Academic and Student Officer, and the Vice President of Administrative Services Chief Financial Officer. The Provost and the CFO Vice President have broad but specific authority for their area of responsibility, as delegated by the President, and exercise this authority in conformity with stated policies and procedures. The Provost and Vice President represents the College at the President's request and performs any special duties as assigned by the President.

For the purpose of authorized check signatories, the following shall be enforced for all check issuance:

Less than \$10,000 a facsimile plate signature of Chief Financial Officer/Treasurer.

Greater than \$10,000

two (2) signatures shall be required: one being the facsimile plate signature of the Chief Financial Officer/Treasurer; and the second being an original hand-signed signature or a time-stamped approval from any one College Officer (President, or Provost) or Vice-President of Administrative Services); in the physical absence of all-College Officers and when signature cannot wait for the return of a College Officer, a Dean designated by the President may sign as the President's designee

DATE APPROVED BY BOARD OF TRUSTEES: December 27, 1977; December 19, 2018

DATES REVISED: March 24, 1983; November 17, 1994; August 24, 2000; September 27, 2006; December 15, 2010; October 26, 2011; September 25, 2013; November 28, 2018; October 1, 2025

REVIEWED DATES: August 2013; November 28, 2018; October 22, 2025



Illinois Community College District No. 527

TITLE: Appointment of Tenured Faculty as Administrators NO. 2.6

SECTION: Administration PAGE: 1 of 1

When tenured members of the faculty are appointed to administrative positions, they will <u>not</u> lose tenure status and all rights as faculty members<u>-for a period no longer than five (5) years.</u>

No person appointed to the staff initially as an administrator will accrue tenure, <u>seniority</u>, <u>or any other benefits</u> as a faculty member while serving in that capacity as an administrator.

DATE APPROVED BY BOARD OF TRUSTEES: December 27, 1977; December 19, 2018

DATES REVISED: March 24, 1983; October 25, 2001

REVIEWED DATES: November 28, 2018



Illinois Community College District No. 527

TITLE: Publications and Publicity NO. 2.7

SECTION: Administration PAGE: 1 of 1

The preparation and release of all information concerning the college intended for general distribution, unless otherwise authorized by the President, will be supervised by the Office of the President, which may work in conjunction with a publicist, and shall be used as a clearing house to avoid the duplication of materials that are released to the public and maintain a consistent policy with regard to the standard and quality of publicity and publications.

All promotional advertising purchased by the College for any medium and in any form shall be for the sole purpose of marketing the College. Promotional advertising is defined as any form of advertising purchased to advance the College name, image, educational programs and courses, activities, special events before the public and to increase enrollment. Such advertising shall be prepared by the department and approved by the appropriate administator and placed by the Office of the President. The College shall not engage in advertising solicited by organizations not affiliated with the College whose primary purpose is fund raising, good will or charitable contribution.

DATE APPROVED BY BOARD OF TRUSTEES: July 28, 1983; December 19, 2018

DATES REVISED: December 15, 2010; October 1, 2025

REVIEWED DATES: November 28, 2018; October 22, 2025

ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 527



Illinois Community College District No. 527

TITLE: Posting of Notices and Information Related to College Business NO. 2.7.1

SECTION: Administration PAGE: 1 of 2

The Morton College community may publicize their events or College-related activities in designated areas through several methods. The form and content of such postings will not be restricted, unless it is libelous, obscene, incites riot or other unlawful action or politically partisan in nature. The following procedure has been designed to allow for the proper posting of flyers, signs, posters or other marketing material on Morton College property:

- All materials posted need to first be approved by the Marketing and Public Relations Office Institutional Advancement. Materials posted on College property will only be approved where it relates to College sponsored business, events held at the College or in conjunction with the College, College related activities, student elections, course information, or material otherwise required by local, state or federal law. Generally, these materials should follow the College's branding guidelines, contain the date, time and location for any event promoted as well as contact information related to the subject matter of the posting.
- Such material must not be obscene or defamatory and must not violate College policy or federal, state, or local laws.
- Except for official Morton College postings, all approved materials will be stamped by the Student Activities Office. All materials posted without prior authorization will be removed. Where the material is approved for posting, an additional request can be submitted for the material to be shared electronically.
- Printed materials can be printed on an 8.5 x 11 glossy or presentation paper, post card or a sticky poster. Printed materials can be placed in the following areas of the college:
 - o sticky posters (without added tape or adhesive) can be placed on the windows and walls.
 - o Flyers, signs or post card can be placed on the board strips that are located throughout the 2nd and 3rd floors of the C, B, and D buildings.
- Absolutely nothing should be tacked or taped to the walls or windows of the College.
 This includes elevator and bathroom walls. Nor shall anything be placed in, or affixed to, any acrylic sign holders without prior approval.

DATE APPROVED BY BOARD OF TRUSTEES: January 22, 2020

DATES REVISED: December 18, 2019; October 1, 2025

REVIEWED DATES: December 18, 2019; October 22, 2025



Illinois Community College District No. 527

TITLE: Posting of Notices and Information Related to College Business NO. 2.7.1

SECTION: Administration PAGE: 2 of 2

 Approved electronic materials may be posted on the LCD screens throughout the campus or shared on the Panther Portal, Morton College Social Media Pages and the College's Website.

Upon receiving approval, the Marketing and Public Relations Office Institutional
 Advancement will also notify the requestor of when such materials need to be removed by.
 It is the responsibility of the requestor to have such material removed in accordance with Institutional Advancement instructions.

Items that do not meet said criteria will not be posted. Morton College is not responsible for any third-party defacement of posted materials. All students, faculty and staff must follow this procedure. However, this procedure does not apply to postings in employees' assigned workspaces such as offices, cubicles or desks, so long as such postings could not reasonably be expected to be observed by students or non-College individuals.

Morton College reserves the right to amend this procedure at any time.

DATE APPROVED BY BOARD OF TRUSTEES: January 22, 2020

DATES REVISED: December 18, 2019; October 1, 2025

REVIEWED DATES: December 18, 2019; October 22, 2025



Illinois Community College District No. 527

TITLE: Inspection of College District Records NO. 2.8

SECTION: Administration PAGE: 1 of 1

Certain categories of College records are available for inspection in accordance with Chapter 5, Act 140 of the Illinois Compiled Statutes ("Freedom of Information Act").

Written procedure for obtaining access to such record information shall be made available through the <u>FOIA Officer-Office of the College President</u>.

DATE APPROVED BY BOARD OF TRUSTEES: December 27, 1977; December 19, 2018

DATES REVISED: March 24, 1983; July 26, 1984; October 1, 2025



Illinois Community College District No. 527

TITLE: Reimbursement for Travel Expenses NO. 8.3

SECTION: Institutional PAGE: 1 of 3

Transportation, meals, lodging and other documented expenses referenced herein incurred by authorized persons while on college-approved travel may be reimbursed.

"Maximum lodging rate" means (1) the cost of the conference designated hotel or hotel nearby, not to exceed \$350.00 (excluding taxes); or (2) the maximum reimbursement rate for lodging expenses as provided by the United States General Services Administration for a particular date and location.

Reimbursement shall be as follows:

- a. Travel: Travel should be within conference dates. Any days outside the conference date will be the responsibility of the employee. The traveler is expected to select the most economical route and mode of transportation. Should the traveler select an indirect route for convenience, any extra costs incurred will be borne by the traveler, and reimbursement will be based only on such charges as would have been incurred traveling the most direct and economical route.
 - i. Public Carrier: The expense of traveling by public carrier (rail, bus or airplane) will be allowed on the basis of actual cost but limited to coach/tourist fare in any case and further limited by the cost of tourist class/coach commercial air transportation.
 - ii. Private Vehicle:
 - (1) If travel by private vehicle is chosen, the traveler will be reimbursed for mileage at the current allowable rate as specified by the Internal Revenue Service.
 - (2) When two or more travelers are traveling to the same event by private vehicle, they are expected to share transportation expenses unless other arrangements are approved in advance.
 - (3) Mileage reimbursement will be based on distances recorded on an official highway map <u>based on the most</u> direct route <u>from the</u> college.
 - (4) Additional mileage will be allowed as necessary for transportation in the

community which is the point of destination.

DATE APPROVED BY BOARD OF TRUSTEES: March 27, 1980; February 26, 2018; November 16, 2016, September 27, 2023, March 27, 2024

DATES REVISED: March 24, 1983; October 25, 2001; January 23, 2002; April 22, 2009; December 15, 2010, January 22, 2018, September 27, 2023, February 7, 2024, March 3, 2024; October 1, 2025

REVIEWED DATES: January 22, 2018, September 27, 2023, February 7, 2024, March 22, 2024; October 22, 2025



Illinois Community College District No. 527

TITLE: Reimbursement for Travel Expenses NO. 8.3

SECTION: Institutional PAGE: 2 of 3

- (5) The reimbursable amount allowed for travel by private vehicle normally shall not exceed the cost of tourist class/coach commercial air fare transportation. However, exceptions will apply in circumstances in which the traveler's schedule or destination does not correspond with that of public carriers.
- (6) Travelers driving privately owned vehicles are expected to be properly licensed and protected at their own expense by personal liability and property damage insurance at the level currently required by law. Traffic tickets are the responsibility of the driver except for Morton College equipment defect violations.
- iii. Rental Vehicle: When a rental vehicle is chosen for a trip, reimbursement will be based upon receipts for actual charges.
- iv. Other Ground Transportation: Expenses for ground transportation not identified above (taxi, local bus, and subway) and miscellaneous travel expenses (parking and tolls) are allowed as necessary, reimbursement will be based upon receipts for actual charges.
- b. Lodging: Overnight lodging will be reimbursed when attending a conference located 50 miles or more from the college. Actual cost of the least expensive single room available at conference designated hotels or hotel nearby for only the nights necessary to attend to College business, but not to exceed \$350.00 per night (excluding taxes). Anything over \$350.00 would be the responsibility of the employee. When a traveler shares lodging with an unauthorized traveler, the traveler will provide a receipt or printed rate schedule showing the single occupancy rate. If documentation of the single occupancy rate is not provided, the allowable expense will be computed by dividing the number or persons into the total daily rate as indicated on the bill.
 - c. Meals and Incidentals*: A per diem is given in lieu of the meal allowance and is to co v er the cost of meals and tips. Receipts are not required to support this allowance. Per diem is based on the current applicable Internal Revenue Service Meals and Incidentals Per Diem Rate as defined and posted by location.

DATE APPROVED BY BOARD OF TRUSTEES: March 27, 1980; February 26, 2018; November 16, 2016, September 27, 2023, March 27, 2024

DATES REVISED: March 24, 1983; October 25, 2001; January 23, 2002; April 22, 2009; December 15, 2010, January 22, 2018, September 27, 2023, February 7, 2024, March 3, 2024; October 1, 2025

REVIEWED DATES: January 22, 2018, September 27, 2023, February 7, 2024, March 22, 2024; October 22, 2025



Illinois Community College District No. 527

TITLE: Reimbursement for Travel Expenses NO. 8.3

SECTION: Institutional PAGE: 3 of 3

*Incidentals are defined by the IRS and shall, in combination with the cost of meals, not exceed the per diem rate

- d. Conference Registration Fees: Actual cost for conference registration fee. Meals included with Registration Fee are not eligible for per diem reimbursement.
- e. Expenses not related to the College's business are not reimbursable. Examples of non-reimbursable expenses include but are not limited to:
 - i. Alcoholic beverages;
 - ii. Coat check;
 - iii. Global Positioning Systems (GPS), either rental or purchase;
 - iv. Personal entertainment charges such as movies, sporting events, spa/health clubs, sightseeing, tours, etc.
 - v. Personal convenience charges such as personal phone calls from hotel room in excess of one per day {at 15 minutes or less}, hotel laundry, shoe care, and valet services;
 - vi. Limousine services unless the rate charged is equivalent or less than a taxi fare;
 - vii. Late check-out and room guaranteed charges;
 - viii. Non-College related expenses, including spouse/family travel expense unless specific prior approval is provided in a grant or contract;
 - ix. Gifts:
 - x. Purchase of clothing and/or toiletries;
 - xi. Traveler's checks;
 - xii. Interest on credit cards;
 - xiii. Misuse of lost credit cards;
 - xiv. Tobacco products;
 - xv. Towing of a personal automobile;
 - xvi. Removal of keys locked in personal automobile;
 - xvii. Damage to automobile (rental or personal);
 - xviii. Maintenance or repair of personal property;
 - xix. Parking tickets or other traffic fines;
 - xx. Personal automobile accident insurance;
 - xxi. Insurance on personal property; and
 - **XXII**. Loss of personal property, personal funds or cash advances.

DATE APPROVED BY BOARD OF TRUSTEES: March 27, 1980; February 26, 2018; November 16, 2016, September 27, 2023, March 27, 2024

DATES REVISED: March 24, 1983; October 25, 2001; January 23, 2002; April 22, 2009; December 15, 2010, January 22, 2018, September 27, 2023, February 7, 2024, March 3, 2024; October 1, 2025

REVIEWED DATES: January 22, 2018, September 27, 2023, February 7, 2024, March 22, 2024; October 22, 2025



Illinois Community College District No. 527

TITLE: College Business Travel NO. 2.10

SECTION: Administration PAGE: 1 of 1

The Board recognizes that an Administrator may be required to travel or incur expenses in the conduct of college business, including participation at meetings or conferences of benefit to the College.

College business travel by an Administrator is subject to the recommendation of the Supervisor/Administrator, <u>ProvostVice President of Academic Affairs</u>, or appropriate Vice President and the approval of the President, <u>or the President's designee</u>, within the limitation of budget and existing policy and procedure.

Out-of-state travel by an Administrator shall be approved by the Supervisor/Administrator, <u>ProvostVice President of Academic Affairs</u>, or appropriate Vice President, and the President.

Travel by an Administrator outside the Continental United States is subject to approval of the Provost or the appropriate Vice President, the President, and the Board.

Reimbursement for appropriate expenses incurred is subject to the conditions specified in Board Policy 8.3, <u>Reimbursement for Travel Expenses</u>.

DATE APPROVED BY BOARD OF TRUSTEES: April 24, 1986; December 19, 2018; August 27, 2025

DATES REVISED: March 26, 2014; August 27, 2014; June 20, 2016; November 28, 2018; June 10, 2025; October 1, 2025

REVIEWED DATES: November 2013; August 2014; May 25, 2016; November 28, 2018; June 25, 2025; October 22, 2025



Illinois Community College District No. 527

TITLE: Definitions NO. 3.1.1

SECTION: Academic Personnel PAGE: 1 of 1

a. Full-Time: All instructors employed for an academic year and so designated by the

Board.

b. Adjunct: All instructors employed on a <u>PT/</u>temporary basis and so designated.

DATE APPROVED BY BOARD OF TRUSTEES: December 27, 1977; December 19, 2018

DATES REVISED: March 24, 1983; March 26, 2014; October 9, 2025

REVIEWED DATES: November 2013; November 28, 2018; October 22, 2025



Illinois Community College District No. 527

TITLE: Responsibilities of Faculty NO. 3.2

SECTION: Academic Personnel PAGE: 1 of 1

Faculty at the College are dedicated to teaching excellence, academic integrity, and meaningful engagement with students, colleagues, and the community. They fulfill their professional responsibilities through the following expectations:

Members of the faculty shall have the following responsibilities:

- a. To continually improve instructional skills, content knowledge, and assessing student academic achievement.
- a. **Engage** in continuous improvement of teaching practice, disciplinary expertise, and the assessment of student learning
- b. To upgrade curriculum and engage in activities aimed at improving the quality of student learning.
- b. Maintain and refine curricula to promote high-quality, relevant, and equitable learning experiences.
- c. To commit themselves to their instructional responsibilities on a full time basis.
- c. Fulfill instructional and advising responsibilities with professionalism, reliability, and care for students' success.
- d. **Maintain** regular attendance, punctuality, and availability to students, ensuring that instructional and office hours are met as scheduled, except in cases of approved leave or emergencies.
- d. To engage in community activities aimed at improving the quality of life for the residents of the Morton College district.
- e. Contribute to the intellectual and cultural vitality of the community through appropriate service and engagement.
- e. To cooperate fully with the college administration in their management of institutional affairs and business.
- f. Collaborate constructively with colleagues and administrators to advance the effective operation of the College.
- f. To fulfill all terms of their contracts unless, through mutual agreement between the Board and a faculty member, an exception is arranged.

DATE APPROVED BY BOARD OF TRUSTEES: December 27, 1977; December 19, 2018

DATES REVISED: March 24, 1983; October 25, 2001; December 15, 2010; October 9, 2025

- g. Adhere to established policies, procedures, and applicable regulations governing academic and institutional conduct.
- g. To operate within the general framework of the college policy and procedures.
- h. **Participate** in required training and professional development activities that support compliance, instructional effectiveness, and student success.
- h. To represent the college credibly upon all occasions.
- i. Represent the College with integrity and professionalism in all official capacities.
- i. To give proper notice of resignation in compliance with Board Policy.
- j. Provide timely written notice of resignation consistent with Board policy and contractual obligations
- j. To perform other duties as set forth in the Faculty Handbook.
- <u>j.k.</u> **Perform** additional duties as described in the Faculty Handbook or as assigned in accordance with College policy and collective agreements.

DATE APPROVED BY BOARD OF TRUSTEES: December 27, 1977; December 19, 2018

DATES REVISED: March 24, 1983; October 25, 2001; December 15, 2010; October 9, 2025



Illinois Community College District No. 527

TITLE: Terms of Appointment NO. 3.3

SECTION: Academic Personnel PAGE: 1 of 1

a. <u>EachEvery</u> candidate for a full-time faculty position <u>shall receive will be given</u> copies of <u>applicable</u> Board <u>Policy policies</u>, the <u>collective bargaining agreement Board Union Agreement</u>, the <u>Faculty</u> Handbook <u>for Faculty</u>, and a statement of placement on the salary schedule prior to Board action on employment.

- b. Full-time faculty members shall be required to participate in the State Universities Retirement System (SURS) as required by Illinois law.
- c. <u>Individuals Each person</u> employed on a temporary or substitute basis shall <u>receive written</u> notice specifying the terms and duration of their appointment. be given a statement in writing of the conditions and the period of appointment. ASuch appointments or reappointment to any position shall do not create any no presumption of a right to subsequent reappointment or entitlement to a permanent appointment.

DATE APPROVED BY BOARD OF TRUSTEES: December 27, 1977; December 19, 2018

DATES REVISED: March 24, 1983; March 26, 2014; October 9, 2025

REVIEWED DATES: November 2013; November 28, 2018; October 22, 2025



Illinois Community College District No. 527

TITLE: Tenure NO. 3.4

SECTION: Academic Personnel PAGE: 1 of 1

Provisions for tenure shall be in accordance with Chapter 110, Act 805, Section 3<u>B</u>8-2, of the Illinois Compiled Statutes.

DATE APPROVED BY BOARD OF TRUSTEES: December 27, 1977; December 19, 2018

DATES REVISED: March 24, 1983; October 9, 2025



Illinois Community College District No. 527

TITLE: Dismissal of Tenured Faculty Member for Cause NO. 3.6.1

SECTION: Academic Personnel PAGE: 1 of 1

Provisions for the dismissal of a tenured faculty member for cause shall be in accordance with Chapter 110, Act 805, Section 3<u>B</u>8-4, of the Illinois Compiled Statutes.

DATE APPROVED BY BOARD OF TRUSTEES: December 27, 1977; December 19, 2018

DATES REVISED: March 24, 1983; October 9, 2025



Illinois Community College District No. 527

TITLE: Morton College Faculty Assembly NO. 3.10

SECTION: Academic Personnel PAGE: 1 of 1

The Faculty Assembly serves as the representative organization of the full-time faculty on matters not addressed in the collective bargaining agreement. Its role is advisory and consultative, providing a forum for faculty perspectives on academic and institutional issues and facilitating communication with the administration.

The Assembly may respond to requests for feedback on proposals under consideration and may also offer recommendations on matters affecting teaching, learning, and the professional environment.

Administrative responses and actions related to such recommendations shall follow established institutional procedures.

Operational details of the Faculty Assembly, including officers, committees, and procedures, are defined in the Faculty Assembly Charter and included in the Faculty Handbook.

The Faculty Assembly is constituted as the organization authorized to deal with concerns of the entire faculty on any matter not covered by the Board-Union Agreement. In such matters, the role of the Assembly shall be that of participation in institution decision—making, and its recommendations, arrived at through normal parliamentary procedure, shall be recognized as the voice of the faculty as a whole. Pursuant to this role, the Assembly shall both respond to requests from Administration concerning proposals under consideration and also initiate recommendations. All other provisions should be in the By-Laws of the organization and reprinted in the faculty handbook.

DATE APPROVED BY BOARD OF TRUSTEES: December 27, 1977; December 19, 2018

DATES REVISED: March 24, 1983; October 9, 2025



Illinois Community College District No. 527

TITLE: College Business Travel NO. 3.11

SECTION: Academic Personnel PAGE: 1 of 1

The Board recognizes that Academic Personnel may be required to travel or incur expenses in the conduct of college business including participation at meetings or conferences of benefit to the College.

College business travel by Academic Personnel is subject to the recommendation of the appropriate Supervisor/Administrator, <u>Provost Vice President of Academic Affairs</u>, and the approval of the President, or the President's designee, within the limitation of budget and existing policy and procedure.

Out-of-state travel of Academic Personnel shall be approved by the Supervisor/Administrator, ProvostVice President of Academic Affairs, and the President.

Travel by Academic Personnel outside the Continental United States is subject to approval of the Board.

Reimbursement for appropriate expenses incurred is subject to the conditions specified in Board Policy 8.3, Reimbursement for Travel Expenses.

DATE APPROVED BY BOARD OF TRUSTEES: April 24, 1986; January 23, 2019; August 27, 2025

DATES REVISED: March 26, 2014; August 27, 2014; September 28, 2016; December 19, 2018; June 10, 2025; October 9, 2025

REVIEWED DATES: November 2013; August 2014; May 25, 2016; August 25, 2016; December 19, 2018; June 25, 2025; October 22, 2025



Illinois Community College District No. 527

TITLE: Student Grades NO. 3.12

SECTION: Academic Personnel PAGE: 1 of 1

Student grades as reported by full-time, part-time, and adjunct faculty members shall be final and may not be questioned if defined as pedagogically justifiable and reasonable by both the administrator and faculty members teaching the same or essentially the same subject. In the event that a student desires to appeal the grade, the process is as follows:

Within 10 school days of the grades being made available to the student, the student will notify the faculty member in writing (email or letter) of their disagreement with the posted grade.

If the student and faculty member cannot reach an accord with respect to same within <u>5 10</u> school days, the dean shall be notified by the student inwriting within an additional 10 school days. The dean shall consult with the faculty member.

If the dean and the faculty member fail to resolve the situation, then the dean shall, within $\underline{510}$ school days, convene a committee comprised of three full time faculty members teaching in the same discipline, or a related discipline when there are less than four faculty members teaching in the same discipline.

If the committee so convened by the Dean, fails to reach a satisfactory resolution, then the faculty member or the student may, within 510 school days, appeal to the Provost. The decision of the Provost shall be final.

DATE APPROVED BY BOARD OF TRUSTEES: December 15, 2010; January 23, 2019

DATES REVISED: December 19, 2018; October 9, 2025

REVIEWED DATES: December 19, 2018; October 22, 2025