

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1089306  
Vendor Name: Weselak & Associates  
Invoice Number: 1016180  
Invoice Date: 10/16/18  
PO Number:  
Check Number: 0244709  
Check Amount: \$ 2,790.00  
Check Date: 11/14/2018  
Department ID: 63001  
Reviewer Name:  
Voucher Number: V0541119  
Redaction Type: None  
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

## College of DuPage - Accounts Payable

Check Request Form

revised 3/27/17

This form may be used to request check payments only for those items for which the issuance of a purchase order would not be appropriate. Attach supporting documentation (e.g., invoice or agreement). Please refer to Vendor Payment - Check Request Procedure No. 10-65

Date:

7/10/1905

Vendor ID:

1089306

**AP VERIFIED**

P.O. Number:

11/02/18 - ROBERT MAREK

Invoice Number	Rec. Number	Fund	Func.	Dept	Object	Object Description	Amount
1016180		05	63	63001	5308001	Instructional Service Contr	\$ 300.00
Grand Total							\$ 300.00

Check the appropriate box below and sign

☒ **We**, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.

☐ **We**, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Payee Name:

Weselak &amp; Associates

Other

Instructions:

Payee Address:

316 Manor Hill Ct, Lombard, IL 60148

Description on Check:

Jayne Stores Presentation, Course #PROED-0011-970

## Approvals:

Prepared By:

Yvonne Bedford

Approved By:

Dan Deary

Date:

8/15/17

Signature:

Yvonne Bedford

Signature:

[Signature]

Payment Due:

11/16/18

Approved By:

Date:

Board Approved Date:

Signature:

Approved By Division VP:

Date:

Signature:

Return Approved Request and All Supporting Documents to: Accounts Payable (SRC 2132 A), [acctpay@cod.edu](mailto:acctpay@cod.edu)

07.12.07

0.034

# 1089304

# WESELAK & ASSOCIATES

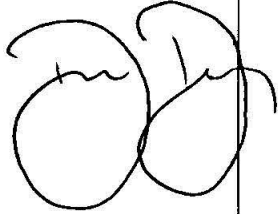
316 Manor Hill Court  
Lombard, IL 60148  
Phone 630-889-0626  
Fax 630-889-0627  
www.weselak.com

## INVOICE

INVOICE #1016180  
DATE: OCTOBER 16, 2018

**TO:**  
Debra Hasse  
College of DuPage  
Continuing Education  
425 Fawell Blvd.  
Glen Ellyn, IL 60137

**FOR:**  
Jayne Stores Leadership Training

DESCRIPTION	AMOUNT
Facilitation of 1 ½ hour presentation for Jayne Stores	\$300.00
Course # PR0ED-0011-970 Management Training	
EIN: #36-3984875	
APPROVED 	OCT 30 2018
TOTAL	\$300.00

Make all checks payable to *Weselak & Associates*  
Payment is due within 10 days of date on invoice.

**Thank you!**



**SERVICE AGREEMENT ~ \$5000 AND OVER  
BETWEEN COLLEGE OF DUPAGE AND WESELAK & ASSOCIATES**

This AGREEMENT ("Agreement") is entered into on August 8, 2018 by and between College of DuPage, Community College District No. 502, Counties of DuPage, Cook and Will, and State of Illinois ("College") having its main address at 425 Fawell Blvd., Glen Ellyn IL 60137 and Weselak & Associates ("Contractor") having an address at 316 Manor Hill Court, Lombard, IL 60148.

The College and Contractor desire to enter into this Agreement, by which Contractor shall perform certain services in connection with the project as described below. In consideration of the performance of services by Contractor and the payment for those services by the College, the parties agree as follows:

**1. Scope of Services**

As directed by the College, Contractor will perform services for the development and presentation of several training sessions for the Public Service Institute, Continuing Education in connection with the project, including, specifically, the matters set forth on Exhibit 1. Contractor will perform duties at the College using College facilities as appropriate.

**2. Performance of Services**

Contractor will perform the services with the highest professional standards as practiced in a timely manner and in accordance with any project schedule set forth in Exhibit 1. The parties agree that time is of the essence with respect to Contractor's performance.

Contractor will assign qualified and experienced personnel to perform the services. Accordingly, all Contractor personnel performing work or services relating to this Agreement will be subject to the College's approval. Where Exhibit 1 identifies specific Contractor personnel, these individuals will remain assigned to provide the services throughout the term of this Agreement, in accordance with their roles and responsibilities identified in Exhibit 1, unless otherwise approved in writing by the College. No provision of this Agreement (including any incorporated documents) will be effective to any extent that it abridges or abrogates the foregoing standard of care. Contractor will maintain a sufficient staff to perform all services in the most expeditious and economical manner consistent with the interests of the College. Contractor must promptly notify the College immediately in writing: (i) of any information required from the College so Contractor can complete their services in a timely manner; and (ii) of any work requested by the College that is not included in the scope of work provided in Exhibit 1.

Contractor will perform the services in accordance with all applicable laws, rules and regulations, including equal employment opportunity and import and export control laws and regulations. If services are funded through a government grant or contract, Contractor will comply with all laws, regulations, standards, and rules applicable to such grant or contract, as if they were fully set forth in this Agreement.

**3. Documents:**

All documents (including those in electronic form) prepared by Contractor under this Agreement are the property of the College; provided, however, that any use of such documents, drawings, and surveys, other than for this project, shall be at the College's sole risk and without liability to Contractor. Among other things, the College will have the right to utilize such documents, drawings, and surveys in the event the



College expands the project, corrects any deficiencies, or makes any repairs or renovations to the project. Contractor shall submit any document, publication, brochure, electronic media, etc., which was developed for College of DuPage under this Agreement to the College for copyright or trademark by the College at its sole discretion.

Upon termination of this Agreement, or at any such time as the College may request, Contractor will deliver to College of DuPage all copies of documents relating to this Agreement in Contractor's possession.

#### **4. Term**

The term of this Agreement is from September 1, 2018 to June 30, 2019 unless otherwise terminated in accordance with this Agreement. Services shall not begin, nor shall any payment to Contractor be made or authorized, before execution of this Agreement by an authorized signatory of the College.

The College has the option to extend the term of this Agreement for one additional one-year terms. Before expiration of the then current term, the Purchasing Manager will give Contractor notice, in writing, that the College seeks to exercise its option to renew the Agreement for the approaching option period. The date on which the Purchasing Manager gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service. After notification, the Agreement will be amended to reflect the term extension.

#### **5. Contractor**

It is understood, acknowledged, and agreed by the Parties that neither Contractor, nor any employee or agent of Contractor, is an employee or agent of the College and thus shall not be entitled to any benefits provided to employees of the College. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the College for any purpose. Contractor shall not represent to anyone that Contractor is an employee of the College.

#### **6. Payment**

The College will pay Contractor for services properly performed and provided under this Agreement the amounts defined as fees. The fees represent the College's total financial commitment to Contractor for all services and deliverables, applicable taxes, and other obligations under this Agreement. The College is not subject to any sales or use taxes and such taxes will not be included in the fees charged by Contractor. The total amount due to Contractor under this Agreement shall not exceed the following total contract sum without the College's prior written approval:

**Total Contract Sum: \$14,000.00**

Contractor will provide invoices in a format acceptable to the College for services rendered directly to the Project Director identified in Section 7.

Undisputed invoices will be paid within sixty (60) days of receipt of properly submitted invoices to Contractor, in accordance with the Local Government Prompt Payment Act. Monthly statements shall detail "Current Amount Due," "Previous Amount Billed," and "Balance of Contract Outstanding." In the event the College terminates this Agreement as provided below, Contractor will be paid for services properly rendered before such termination. Reimbursement by the College of expenses and expendables incurred by Contractor will be limited as provided in Exhibit 1.

Contractor must agree to receive all payments from the College via an Automated Clearing House (ACH) transfer (CCD file format only). Instructions for registering for ACH payments are available on the College's Purchasing Department website: <http://www.cod.edu/about/purchasing/index.aspx>.

#### **7. College of DuPage Liaison**

While performing these services, it is understood that Contractor will coordinate with Debbie Hasse, Business Solutions-Senior Manager, College of DuPage.

#### **8. Default**

If the Contractor fails to perform the required services within the specified time schedule, or if the Contractor shall become insolvent or be declared bankrupt and shall not cure said condition within seven days or shall make an assignment for the benefit of creditors, the College may give notice in writing to the Contractor and his surety of such default, specifying the same. If Contractor, within a period of seven days after such notice, does not proceed in accordance with the terms of this Agreement, the College shall have full power and authority to declare the forfeiture of this Agreement, and to forfeit any rights of Contractor(s) remaining under this Agreement.

Reliance upon the foregoing remedies, regardless of whether they are exercised by the College due to a default by Contractor, shall not exclude or constitute a waiver of any remedies otherwise provided by law or in equity.

#### **9. Indemnification**

To the fullest extent allowed by law, Contractor will indemnify and hold the College, its trustees, officers, agents, employees and any other parties designated by the College (hereinafter collectively called the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the acts or omissions by Contractor of its duties and obligations under or pursuant to this Agreement.

#### **10. Insurance**

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish the College of DuPage with a Certificate of Insurance, with College of DuPage, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Workers' Compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

#### **TYPE OF INSURANCE**

#### **MINIMUM INSURANCE COVERAGE**

Combined Single Limit Per Occurrence/Aggregate

#### **Commercial General Liability including:**

##### **1. Premises - Operations**

\$1,000,000 / \$2,000,000

THIS AGREEMENT IS NOT LEGALLY BINDING UPON THE COLLEGE OF DUPAGE UNLESS AND UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY OF THE COLLEGE OF DUPAGE. THE COLLEGE OF DUPAGE WILL HONOR NO OTHER APPROVAL OR AUTHORIZATION FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE SERVICE PROVIDER.

PAGE 3 OF 13.

2. Explosion, Underground and Collapse Hazard
3. Products/Completed Operations
4. Contractual Insurance
5. Broad Form Property Damage
6. Independent Contractors
7. Bodily Injury

**Automobile Liability**

Owned, Non-owned, or Rented

\$1,000,000 / \$2,000,000

**Workers' Compensation and Employers' Liability**

As Required by Applicable Laws

**Professional Liability**

If Performance Specifications are  
Required by the Contract

**11. Business Enterprise Program**

The College of DuPage encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts. It is the College's policy to promote and encourage the continuing economic development of businesses owned by minorities, females, and persons with disabilities by setting aspirational goals to award contracts to such businesses for certain services, and to award contracts to such businesses for certain services in accordance with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS.575/0.01 *et seq.*

**12. Warranty**

Contractor warrants all goods and/or services covered by this Agreement to be as specified, or in conformity with any sample provided by seller suitable for the purpose intended, of merchantable quality and free of defects in material, workmanship and design for a period of one year after being placed in service by the College, or two years from delivery to College, whichever is shorter. Contractor agrees to repair or replace (F.O.B. Contractor's original point of delivery and without expense to the College) any article or workmanship not conforming to this warranty.

**13. Compliance with All Laws**

Contractor agrees to comply with all applicable local, state, and federal laws, rules, regulations, and executive orders, including the following provisions, that relate to the manufacture, sale, and shipment of the goods covered by this Agreement.

- a. Human Rights Act: To the extent required by law, contractor shall abide by the Illinois Human Right Act, 775 ILCS 5/1-101 *et seq.*
- b. Drug Free Workplace: To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*
- c. Sexual Harassment Policy: Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105.
- d. Equal Employment Opportunity: Contractor agrees to comply fully with the Federal Equal Employment Opportunities Act, including 29 C.F.R./Part 1609 "Guidelines on Harassment," the Illinois Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder and all amendments made thereto, Title VII of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973, and any

additions or amendments, and Contractor represents certifies and agrees that it has implemented a sexual harassment policy pursuant to 775 ILCS 5/2-105 and that no person shall be denied or refused service or other full or equal use of Contractor services, or denied employment opportunities by Contractor on the basis of race, creed, color, religion, sex, national origin or ancestry, age disability unrelated to ability, marital status, or unfavorable discharge from military service.

- e. Fair Employment Practice: Contractor represents it is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.
- f. Prevailing Wage Act: To the extent required by law, Contractor may not pay less than the prevailing wage as established pursuant to an Act regulating the wages of laborers, mechanics, and other workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.*
- g. Non-debarment: Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 *et seq.*

#### 14. Entire Agreement

This Agreement represents the entire agreement between Contractor and the College and supersedes all previous negotiations or agreements, written or oral, which are not included in this Agreement. This Agreement may only be amended by written instrument executed by the College and Contractor. In the event of a conflict between this Agreement and any proposal and related exhibits provided by Contractor, this Agreement shall control.

#### 15. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law provisions. Venue for any disputes arising under or in connection with this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit of the State of Illinois, or in the United States District Court for the Northern District of Illinois, Eastern Division.

#### 16. Severability and Non-Waiver

If any provision of this Agreement is found to be unenforceable, the other provisions of this Agreement shall not be affected but shall remain in full force and effect. No waiver by either party of any breach or default by the other party shall be construed to be a waiver of any other breach or default by such other party.

#### 17. Notices

All communications and notices or matters relating to contract interpretation, a dispute, or indemnification obligations to the College from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the using department that appears on the applicable purchase order, with a copy to the College of DuPage Purchasing Department. Contractor must include the College's contract number or relevant purchase order number in any notice.

#### Notice to:

College of DuPage  
College of DuPage  
Purchasing Department  
BIC - Room 1B03  
425 Fawell Blvd.  
Glen Ellyn, Illinois 60137  
Attention: Purchasing Manager  
[purchasing@cod.edu](mailto:purchasing@cod.edu)

Contractor  
**Weselak & Associates**  
316 Manor Hill Court  
Lombard, IL, 60148  
Attention: Anna Weselak  
Email: [AWeselak@weselak.com](mailto:AWeselak@weselak.com)

**18. No Assignment by Contractor**

Contractor may not, by operation of law, merger, or otherwise, assign any of its rights, agreements, or obligations under this Agreement without the prior written consent of the College. Any purported assignment by Contractor without the prior written consent of the College shall be null and void and shall not bind the College. Subject to the preceding sentence, all of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement shall be binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors and assigns.

**19. Termination**

The College may terminate this Agreement and the services at any time, in whole or in part, with or without cause, upon written notice to Contractor. Five (5) days written notice is required in the event the contract is terminated with cause, and 30 days written notice is required in the event the contract is terminated without cause. In the event this Agreement is terminated under this paragraph, Contractor will be compensated for services properly rendered through the date of termination, as can be documented to the reasonable satisfaction of the College. The College shall not be responsible for any services or expenses incurred after the date of termination. In addition, should the College terminate this Agreement for cause, the College will be entitled to all direct, indirect, and consequential damages arising from the breach of Agreement that prompted the termination for cause.

**20. Arbitration**

At the College' s sole and exclusive option, all claims, controversies, and disputes between the College and Contractor arising out of or relating to this Agreement will be resolved in binding arbitration. Contractor agrees to be joined in any arbitration in which the College is a party to the extent that such arbitration relates to Contractor' s performance under this Agreement. In addition, the College shall have the sole and exclusive option to join as a party to such arbitration any entity that the College determines has an interest in the arbitration.

**21. Attorneys' Fees**

In any action to enforce any of the provisions or rights arising under this Agreement, the prevailing party in such litigation, as determined by a court of proper jurisdiction in a final judgment or decree, shall be entitled to its costs, expenses and reasonable attorneys' fees incurred therein.

**22. Conflicts of Interest**

Contractor represents that it, to the best of its knowledge, has no relationship or ownership interest and will not acquire any interest, direct or indirect, in any enterprise, which would conflict in any manner or degree with the performance of the services under this Agreement.

Contractor must disclose in writing as a part of any bid submitted or contract if a relationship or ownership interest exists; Contractor must define the relationship with any College of DuPage Administrator, Trustee, employee, Foundation Board Member, committee member, or their immediate family member, with which Contractor or any of its owners, officers, Trustees, employees, or their immediate family, does business or is likely to do business with, or for which there is an opportunity to influence a related College decision; include the name and relationship to any immediate family member.

Contractor certifies that it has no known conflict of interest with any College of DuPage Administrator, employee, Trustee, committee member, or College of DuPage Foundation Board Member, or their immediate family.

Contract Signature Page

SERVICE AGREEMENT

Department Name: COLLEGE OF DUPAGE – PSI, Business Solutions, Continuing Education

Vendor Name: Weselak & Associates

Description of Services: Development and presentation of several training sessions for the Public Service Institute, Continuing Education.

Board Approval Required: Yes ☒ NO ☒ Date: \_\_\_\_\_

In consideration thereof, both parties agree to the conditions set forth above.  
The undersigned, on behalf of the College of DuPage, a Body Politic and Corporate of the State of Illinois, this Agreement is hereby executed by:

Contractor:

College of DuPage

Weselak & Associates

Brian W. Caputo, Ph.D., C.P.A.

Vice President/CFO

Administrative Affairs

Vice President Administration / Chief Financial Officer

Anna Marie Weselak, owner  
Print Name /Title

Anna Marie Weselak  
Signature

Brian W. Caputo  
Signature

36-3984875  
Tax ID or FEIN

8/8/18  
Date

9/14/18  
Date

Contractor and the College agree with the terms stated above and certify that Contractor has received a copy of the contract agreement.



## EXHIBIT 1

May use template below to provide details regarding the work and specifications to be performed, milestones and deliverables for this Contract or attach Quote clearly detailing the services to be performed:

### 1. SCOPE OF WORK

#### 1. Description of Services:

- 1.1. Provide a detailed explanation of the services to be performed (describe need and how the service provider will meet those needs):

The following four topics are vital pieces of the Public Service Institute. The Behavioral Style workshop allows participants to learn more about themselves, the Communication Styles workshop provides the practical application of how to communicate more effectively with others. The Facilitator will review the results of the individualized behavioral style reports to offer the participants to better understand their personal style.

The follow up seminar will allow the participants to identify strategies to be more effective communicators. This objective will be met through a review of behavioral styles and an interactive session to practice effective communication.

The Positive Culture session focuses on participant's emotional intelligence, and the Cohesive Teams session will help participants develop stronger teams. The objectives will be met through the Emotional Intelligence survey participants will complete, and learning how the model works to create stronger teams.

#### October 25 Behavioral Styles in the Workplace

Description: This session reviews motivators and internal goals that drive our responses to everything around us. These are identified in our behavior style and reflected in our performance in the workplace. Recognize your personal goals and the goals of others that you work with to gain a better understanding of why people do what they do. Set your personal goals based on your internal goals and SMART goal criteria. Complete a personal action plan to drive your strengths and goals into positive results.

#### November 8, Effective Communication Skills

Description: When communicating with others, we typically do what is most natural. In most cases that usually works well. Sometimes we stop to think of how we could have said something better or just can't figure out how someone could misunderstand what we think we clearly stated. Learn strategies to enhance your verbal, non-verbal, written and listening skills that will make you a more effective communicator.

#### May 2, Positive Culture

Description: This session will focus on Positive Workplace Culture. Positive Culture will be defined, and elements of Positive Culture will be explored. Topics covered in this session



will include Happiness, Engagement, Emotional Intelligence and Leadership. Participants will complete an Emotional Intelligence survey to measure their Emotional Quotient.

**May 8, Cohesive Teams**

Description: The goal of this session is to provide a learning experience that helps individuals discover what it takes to build a truly cohesive and effective team. Grounded in the model described in *The Five Dysfunctions of a Team*, the internationally best-selling leadership fable by Patrick Lencioni, participants will learn the key components of the model: trust, conflict, commitment, accountability, and results. Using this model as a guide, participants will be able to create better, stronger teams.

Additional trainings to be completed as needed for the programming of the Public Service Institute, Continuing Education.

1.2. Who will be responsible for performing the services? Please provide names of individuals who will be completing the services in connection with this Scope of Work.

Anna Weselak, Weselak & Associates, (630) 889-0626, aweselak@weselak.com

1.3. Provide the name and contact information for the College project or program user.

Debbie Hasse, hassed@cod.edu, (630) 942-2679

1.4. What are the milestones and deliverables required during the project? Include a project schedule.

**Objectives for October 25, 2018:**

- Recognize Your Strengths
- Identify Your Personal Goals and Fears
- Acknowledge the Goals, Fears and Motivators of Others
- Implement the SMART Goal Criteria
- Complete an Action Plan to Support Your Strengths and Goals

**Objectives for November 8, 2018:**

- Identify Your Style of Verbal Communication
- Recognize the Importance of Non-Verbal Communication
- Become Aware of How Your Message Reads (Written Communication)
- Strengthen Your Active Listening Skills
- Adapt to Your "Listener"
- Gain New Tips When Communicating to a Group

**Objectives for May 2, 2019:**

- Discuss the importance of a positive workplace culture.
- Connect employee engagement, happiness, leadership and emotional intelligence to a positive, productive workplace.
- Name the 5 dimensions of Emotional Intelligence and how they link to one another.

- Know how the brain responds in high and low emotional states to reduce the negative impact of emotional situations and decision making.
- Identify one area of Emotional Intelligence and develop an action plan to strengthen that dimension of EQ.

Objectives for May 8, 2019:

- \* Identify The Five Dysfunctions of a Team Model.
- \* Recognize the 5 behaviors as a process.
- \* Discover how a team functions in all five areas
- \* Learn strategies to build a cohesive team.

Objectives for additional trainings from September 1, 2018 through June 30, 2019:

- \* To enhance the skills of participants in accordance with the Public Service Institute, Continuing Education.

1.5. Where will the services be performed? What, if anything does the College have to provide for the services to be performed?

The services will be delivered at the College of DuPage in a location selected by the program coordinator. Services required include: preparation of a handout packet, a screen, laptop, projector and flip chart.

## 2. Payment (Itemized):

Contractor will perform and provide all the services and deliverables in accordance with this Agreement for a fixed amount or time and materials not to exceed \$14,000.00 (the "fees"). The total fee includes all other expenses, including transportation and subsistence expenses.

Itemize all costs, time and material rates along with any expenses in connection with the fee or attached quote. Expenses and expendables shall be paid only with the prior written consent of the College.

EXHIBIT 2

Contractor may not commence work under this Agreement until all insurance required herein is obtained and approved by the College. Nor may the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

*Affix Certificate of Insurance*

*(Sample Certificate Attached)*

Three large, vertical, hand-drawn black lines are present in the center of the page, likely indicating where a certificate of insurance should be affixed.

**Exhibit 2: Insurance Certificate of Coverage**

Named Insured: \_\_\_\_\_

Bid # /Contract #: \_\_\_\_\_

Address: \_\_\_\_\_  
(Number and Street)

(College)

(State)

(ZIP)

Description of Operation/Location

The Insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the College of DuPage. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least thirty (30) days prior written notice of such change to the College of DuPage at the address shown on this Certificate. This certificate is issued to the College of DuPage in consideration of the contract entered into with the named insured, and it is mutually understood that the College of DuPage relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits In Thousands
General Liability [ ] Claims made [ ] Occurrence [ ] Premise-Operations [ ] Explosion/Collapse Underground [ ] Products/Completed-Operations [ ] Blanket Contractual [ ] Broad Form Property Damage [ ] Independent Contractors [ ] Personal Injury [ ] Pollution				CSL Per Occurrence \$ _____  General Aggregate \$ _____  Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
[ ] Excess Liability [ ] Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The College of DuPage is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the College of DuPage."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the College.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the College of DuPage.
- d) The receipt of this certificate by the College does not constitute agreement by the College that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice

Certificate Holder/Additional Insured  
College of DuPage  
Purchasing Department  
425 Fawell Boulevard, BIC1540  
Glen Ellyn, IL 60137Signature of Authorized Rep. \_\_\_\_\_  
Agency/Company: \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

For College use only

Name of College Department requesting certificate: (Using Dept.) \_\_\_\_\_

Attention: \_\_\_\_\_

THIS AGREEMENT IS NOT LEGALLY BINDING UPON THE COLLEGE OF DUPAGE UNLESS AND UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY OF THE COLLEGE OF DUPAGE. THE COLLEGE OF DUPAGE WILL HONOR NO OTHER APPROVAL OR AUTHORIZATION FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE SERVICE PROVIDER.

PAGE 13 OF  
13

**Hasse, Debra**

---

**From:** Gieschen, Philip  
**Sent:** Thursday, August 16, 2018 11:52 AM  
**To:** Hasse, Debra  
**Subject:** RE: Public Service Institute training program

Yes, I will waive the endorsement requirement.

Phil Gieschen  
Coordinator of Risk Management  
College of DuPage  
425 Fawell Blvd.  
Glen Ellyn, IL 60137  
630/942-2993  
[giesche@cod.edu](mailto:giesche@cod.edu)

CONFIDENTIALITY NOTICE: This electronic mail transmission and any documents accompanying this electronic mail transmission are intended by College of DuPage for the use of the named addressee to which it is directed and may contain information that is privileged, or otherwise confidential. It is not intended for transmission to, or receipt by, anyone other than the named addressee or a person authorized to deliver it to the named addressee. It should not be copied or forwarded to any unauthorized persons. If you have received this electronic mail transmission in error, please delete it immediately.

**From:** Hasse, Debra  
**Sent:** Wednesday, August 15, 2018 11:58 AM  
**To:** Gieschen, Philip <[giesche@cod.edu](mailto:giesche@cod.edu)>  
**Subject:** Public Service Institute training program

In partnership with an Advisory Board, Business Solutions has developed a training program specific to government employees.

Program is between 4 and 5 weeks, 3 to 4 hour training sessions.

I have a number of trainers all from their own private companies who are providing training on soft skills, such as: Employee engagement, local government, managing priorities, communication skills, generational workforce, leadership, etc.

Can the trainers in the Public Service Institute have a waiver for the extra endorsement page?

Debbie Hasse, M. Ed.  
Senior Manager Business Solutions  
College of DuPage  
630.942.2679  
[hassed@cod.edu](mailto:hassed@cod.edu)

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1089306  
Vendor Name: Weselak & Associates  
Invoice Number: 1102180  
Invoice Date: 11/02/18  
PO Number: B0360469  
Check Number: 0244709  
Check Amount: \$ 2,790.00  
Check Date: 11/14/2018  
Department ID: 63002  
Reviewer Name:  
Voucher Number: V0541962  
Redaction Type: None  
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

# 1089300

# WESELAK & ASSOCIATES

316 Manor Hill Court  
Lombard, IL 60148  
Phone 630-889-0628  
Fax 630-889-0627  
www.weselak.com

## INVOICE

**AP VERIFIED**  
**11/09/18 - ROBERT MAREK**

INVOICE #1102180  
DATE: NOVEMBER 2, 2018

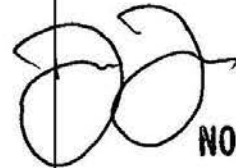
TO:  
Debra Hasse  
College of DuPage  
Continuing Education  
425 Fawell Blvd.  
Glen Ellyn, IL 60137

FOR:  
Public Service Institute Seminar

Bo# 360469

DESCRIPTION	AMOUNT
23 Success Insights DISC Profiles → Acct # 05-63-63002-5401002  Course # BSP51-0700-150 + 250  EIN: #36-3984075	\$690.00
TOTAL	\$690.00

APPROVED



NOV 06 2018

Make all checks payable to *Weselak & Associates*  
Payment is due within 10 days of date on invoice.

Thank you!



Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1089306  
Vendor Name: Weselak & Associates  
Invoice Number: 1102181  
Invoice Date: 11/02/18  
PO Number: B0360469  
Check Number: 0244709  
Check Amount: \$ 2,790.00  
Check Date: 11/14/2018  
Department ID: 63002  
Reviewer Name:  
Voucher Number: V0541964  
Redaction Type: None  
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

# 1089306

# WESELAK & ASSOCIATES

316 Manor Hill Court  
Lombard, IL 60148  
Phone 630-889-0626  
Fax 630-889-0627  
www.weselak.com

## INVOICE

Bo# 360469

**AP VERIFIED**

INVOICE #1102181  
DATE: NOVEMBER 2, 2018

**TO:**  
Debra Hasse  
College of DuPage  
Continuing Education  
425 Fawell Blvd.  
Glen Ellyn, IL 60137

**FOR:**  
Public Service Institute  
**11/09/18 - ROBERT MAREK**

DESCRIPTION	AMOUNT
2 days of Municipal Staff workshops on October 25 and November 1  Acct # DS-63-63002-5308001  Course # BPSI-0700-150 + 250  EIN: #36-3984875	\$1800.00
TOTAL	\$1800.00

APPROVED

NOV 06 2018

Make all checks payable to *Weselak & Associates*  
Payment is due within 10 days of date on invoice.

**Thank you!**



**SERVICE AGREEMENT ~ \$5000 AND OVER  
BETWEEN COLLEGE OF DUPAGE AND WESELAK & ASSOCIATES**

This AGREEMENT ("Agreement") is entered into on August 8, 2018 by and between College of DuPage, Community College District No. 502, Counties of DuPage, Cook and Will, and State of Illinois ("College") having its main address at 425 Fawell Blvd., Glen Ellyn IL 60137 and Weselak & Associates ("Contractor") having an address at 316 Manor Hill Court, Lombard, IL 60148.

The College and Contractor desire to enter into this Agreement, by which Contractor shall perform certain services in connection with the project as described below. In consideration of the performance of services by Contractor and the payment for those services by the College, the parties agree as follows:

**1. Scope of Services**

As directed by the College, Contractor will perform services for the development and presentation of several training sessions for the Public Service Institute, Continuing Education in connection with the project, including, specifically, the matters set forth on Exhibit 1. Contractor will perform duties at the College using College facilities as appropriate.

**2. Performance of Services**

Contractor will perform the services with the highest professional standards as practiced in a timely manner and in accordance with any project schedule set forth in Exhibit 1. The parties agree that time is of the essence with respect to Contractor's performance.

Contractor will assign qualified and experienced personnel to perform the services. Accordingly, all Contractor personnel performing work or services relating to this Agreement will be subject to the College's approval. Where Exhibit 1 identifies specific Contractor personnel, these individuals will remain assigned to provide the services throughout the term of this Agreement, in accordance with their roles and responsibilities identified in Exhibit 1, unless otherwise approved in writing by the College. No provision of this Agreement (including any incorporated documents) will be effective to any extent that it abridges or abrogates the foregoing standard of care. Contractor will maintain a sufficient staff to perform all services in the most expeditious and economical manner consistent with the interests of the College. Contractor must promptly notify the College immediately in writing: (i) of any information required from the College so Contractor can complete their services in a timely manner; and (ii) of any work requested by the College that is not included in the scope of work provided in Exhibit 1.

Contractor will perform the services in accordance with all applicable laws, rules and regulations, including equal employment opportunity and import and export control laws and regulations. If services are funded through a government grant or contract, Contractor will comply with all laws, regulations, standards, and rules applicable to such grant or contract, as if they were fully set forth in this Agreement.

**3. Documents:**

All documents (including those in electronic form) prepared by Contractor under this Agreement are the property of the College; provided, however, that any use of such documents, drawings, and surveys, other than for this project, shall be at the College's sole risk and without liability to Contractor. Among other things, the College will have the right to utilize such documents, drawings, and surveys in the event the

THIS AGREEMENT IS NOT LEGALLY BINDING UPON THE COLLEGE OF DUPAGE UNLESS AND UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY OF THE COLLEGE OF DUPAGE. THE COLLEGE OF DUPAGE WILL HONOR NO OTHER APPROVAL OR AUTHORIZATION FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE SERVICE PROVIDER.

PAGE 1 OF 13

College expands the project, corrects any deficiencies, or makes any repairs or renovations to the project. Contractor shall submit any document, publication, brochure, electronic media, etc., which was developed for College of DuPage under this Agreement to the College for copyright or trademark by the College at its sole discretion.

Upon termination of this Agreement, or at any such time as the College may request, Contractor will deliver to College of DuPage all copies of documents relating to this Agreement in Contractor's possession.

#### **4. Term**

The term of this Agreement is from September 1, 2018 to June 30, 2019 unless otherwise terminated in accordance with this Agreement. Services shall not begin, nor shall any payment to Contractor be made or authorized, before execution of this Agreement by an authorized signatory of the College.

The College has the option to extend the term of this Agreement for one additional one-year terms. Before expiration of the then current term, the Purchasing Manager will give Contractor notice, in writing, that the College seeks to exercise its option to renew the Agreement for the approaching option period. The date on which the Purchasing Manager gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service. After notification, the Agreement will be amended to reflect the term extension.

#### **5. Contractor**

It is understood, acknowledged, and agreed by the Parties that neither Contractor, nor any employee or agent of Contractor, is an employee or agent of the College and thus shall not be entitled to any benefits provided to employees of the College. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the College for any purpose. Contractor shall not represent to anyone that Contractor is an employee of the College.

#### **6. Payment**

The College will pay Contractor for services properly performed and provided under this Agreement the amounts defined as fees. The fees represent the College's total financial commitment to Contractor for all services and deliverables, applicable taxes, and other obligations under this Agreement. The College is not subject to any sales or use taxes and such taxes will not be included in the fees charged by Contractor. The total amount due to Contractor under this Agreement shall not exceed the following total contract sum without the College's prior written approval:

**Total Contract Sum: \$14,000.00**

Contractor will provide invoices in a format acceptable to the College for services rendered directly to the Project Director identified in Section 7.

Undisputed invoices will be paid within sixty (60) days of receipt of properly submitted invoices to Contractor, in accordance with the Local Government Prompt Payment Act. Monthly statements shall detail "Current Amount Due," "Previous Amount Billed," and "Balance of Contract Outstanding." In the event the College terminates this Agreement as provided below, Contractor will be paid for services properly rendered before such termination. Reimbursement by the College of expenses and expendables incurred by Contractor will be limited as provided in Exhibit 1.

Contractor must agree to receive all payments from the College via an Automated Clearing House (ACH) transfer (CCD file format only). Instructions for registering for ACH payments are available on the College's Purchasing Department website: <http://www.cod.edu/about/purchasing/index.aspx>.

#### **7. College of DuPage Liaison**

While performing these services, it is understood that Contractor will coordinate with Debbie Hasse, Business Solutions-Senior Manager, College of DuPage.

#### **8. Default**

If the Contractor fails to perform the required services within the specified time schedule, or if the Contractor shall become insolvent or be declared bankrupt and shall not cure said condition within seven days or shall make an assignment for the benefit of creditors, the College may give notice in writing to the Contractor and his surety of such default, specifying the same. If Contractor, within a period of seven days after such notice, does not proceed in accordance with the terms of this Agreement, the College shall have full power and authority to declare the forfeiture of this Agreement, and to forfeit any rights of Contractor(s) remaining under this Agreement.

Reliance upon the foregoing remedies, regardless of whether they are exercised by the College due to a default by Contractor, shall not exclude or constitute a waiver of any remedies otherwise provided by law or in equity.

#### **9. Indemnification**

To the fullest extent allowed by law, Contractor will indemnify and hold the College, its trustees, officers, agents, employees and any other parties designated by the College (hereinafter collectively called the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the acts or omissions by Contractor of its duties and obligations under or pursuant to this Agreement.

#### **10. Insurance**

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish the College of DuPage with a Certificate of Insurance, with College of DuPage, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Workers' Compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

#### **TYPE OF INSURANCE**

#### **MINIMUM INSURANCE COVERAGE**

Combined Single Limit Per Occurrence/Aggregate

**Commercial General Liability including:**

1. Premises - Operations

**\$1,000,000 / \$2,000,000**

THIS AGREEMENT IS NOT LEGALLY BINDING UPON THE COLLEGE OF DUPAGE UNLESS AND UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY OF THE COLLEGE OF DUPAGE. THE COLLEGE OF DUPAGE WILL HONOR NO OTHER APPROVAL OR AUTHORIZATION FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE SERVICE PROVIDER.

PAGE 3 OF 13

2. Explosion, Underground and Collapse Hazard
3. Products/Completed Operations
4. Contractual Insurance
5. Broad Form Property Damage
6. Independent Contractors
7. Bodily Injury

**Automobile Liability**

Owned, Non-owned, or Rented

\$1,000,000 / \$2,000,000

**Workers' Compensation and Employers' Liability**

As Required by Applicable Laws

**Professional Liability**

If Performance Specifications are  
Required by the Contract

**11. Business Enterprise Program**

The College of DuPage encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts. It is the College's policy to promote and encourage the continuing economic development of businesses owned by minorities, females, and persons with disabilities by setting aspirational goals to award contracts to such businesses for certain services, and to award contracts to such businesses for certain services in accordance with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

**12. Warranty**

Contractor warrants all goods and/or services covered by this Agreement to be as specified, or in conformity with any sample provided by seller suitable for the purpose intended, of merchantable quality and free of defects in material, workmanship and design for a period of one year after being placed in service by the College, or two years from delivery to College, whichever is shorter. Contractor agrees to repair or replace (F.O.B. Contractor's original point of delivery and without expense to the College) any article or workmanship not conforming to this warranty.

**13. Compliance with All Laws**

Contractor agrees to comply with all applicable local, state, and federal laws, rules, regulations, and executive orders, including the following provisions, that relate to the manufacture, sale, and shipment of the goods covered by this Agreement.

- a. Human Rights Act: To the extent required by law, contractor shall abide by the Illinois Human Right Act, 775 ILCS 5/1-101 *et seq.*
- b. Drug Free Workplace: To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*
- c. Sexual Harassment Policy: Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105.
- d. Equal Employment Opportunity: Contractor agrees to comply fully with the Federal Equal Employment Opportunities Act, including 29 C.F.R./Part 1609 "Guidelines on Harassment," the Illinois Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder and all amendments made thereto, Title VII of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973, and any



additions or amendments, and Contractor represents certifies and agrees that it has implemented a sexual harassment policy pursuant to 775 ILCS 5/2-105 and that no person shall be denied or refused service or other full or equal use of Contractor services, or denied employment opportunities by Contractor on the basis of race, creed, color, religion, sex, national origin or ancestry, age disability unrelated to ability, marital status, or unfavorable discharge from military service.

- e. Fair Employment Practice: Contractor represents it is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.
- f. Prevailing Wage Act: To the extent required by law, Contractor may not pay less than the prevailing wage as established pursuant to an Act regulating the wages of laborers, mechanics, and other workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.*
- g. Non-debarment: Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 *et seq.*

#### 14. Entire Agreement

This Agreement represents the entire agreement between Contractor and the College and supersedes all previous negotiations or agreements, written or oral, which are not included in this Agreement. This Agreement may only be amended by written instrument executed by the College and Contractor. In the event of a conflict between this Agreement and any proposal and related exhibits provided by Contractor, this Agreement shall control.

#### 15. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law provisions. Venue for any disputes arising under or in connection with this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit of the State of Illinois, or in the United States District Court for the Northern District of Illinois, Eastern Division.

#### 16. Severability and Non-Waiver

If any provision of this Agreement is found to be unenforceable, the other provisions of this Agreement shall not be affected but shall remain in full force and effect. No waiver by either party of any breach or default by the other party shall be construed to be a waiver of any other breach or default by such other party.

#### 17. Notices

All communications and notices or matters relating to contract interpretation, a dispute, or indemnification obligations to the College from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the using department that appears on the applicable purchase order, with a copy to the College of DuPage Purchasing Department. Contractor must include the College's contract number or relevant purchase order number in any notice.

#### Notice to:

College of DuPage  
College of DuPage  
Purchasing Department  
BIC - Room 1B03  
425 Fawell Blvd.  
Glen Ellyn, Illinois 60137  
Attention: Purchasing Manager  
[purchasing@cod.edu](mailto:purchasing@cod.edu)

Contractor  
**Weselak & Associates**  
316 Manor Hill Court  
Lombard, IL, 60148  
Attention: Anna Weselak  
Email: [AWeselak@weselak.com](mailto:AWeselak@weselak.com)



**18. No Assignment by Contractor**

Contractor may not, by operation of law, merger, or otherwise, assign any of its rights, agreements, or obligations under this Agreement without the prior written consent of the College. Any purported assignment by Contractor without the prior written consent of the College shall be null and void and shall not bind the College. Subject to the preceding sentence, all of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement shall be binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors and assigns.

**19. Termination**

The College may terminate this Agreement and the services at any time, in whole or in part, with or without cause, upon written notice to Contractor. Five (5) days written notice is required in the event the contract is terminated with cause, and 30 days written notice is required in the event the contract is terminated without cause. In the event this Agreement is terminated under this paragraph, Contractor will be compensated for services properly rendered through the date of termination, as can be documented to the reasonable satisfaction of the College. The College shall not be responsible for any services or expenses incurred after the date of termination. In addition, should the College terminate this Agreement for cause, the College will be entitled to all direct, indirect, and consequential damages arising from the breach of Agreement that prompted the termination for cause.

**20. Arbitration**

At the College's sole and exclusive option, all claims, controversies, and disputes between the College and Contractor arising out of or relating to this Agreement will be resolved in binding arbitration. Contractor agrees to be joined in any arbitration in which the College is a party to the extent that such arbitration relates to Contractor's performance under this Agreement. In addition, the College shall have the sole and exclusive option to join as a party to such arbitration any entity that the College determines has an interest in the arbitration.

**21. Attorneys' Fees**

In any action to enforce any of the provisions or rights arising under this Agreement, the prevailing party in such litigation, as determined by a court of proper jurisdiction in a final judgment or decree, shall be entitled to its costs, expenses and reasonable attorneys' fees incurred therein.

**22. Conflicts of Interest**

Contractor represents that it, to the best of its knowledge, has no relationship or ownership interest and will not acquire any interest, direct or indirect, in any enterprise, which would conflict in any manner or degree with the performance of the services under this Agreement.

Contractor must disclose in writing as a part of any bid submitted or contract if a relationship or ownership interest exists; Contractor must define the relationship with any College of DuPage Administrator, Trustee, employee, Foundation Board Member, committee member, or their immediate family member, with which Contractor or any of its owners, officers, Trustees, employees, or their immediate family, does business or is likely to do business with, or for which there is an opportunity to influence a related College decision; include the name and relationship to any immediate family member.

Contractor certifies that it has no known conflict of interest with any College of DuPage Administrator, employee, Trustee, committee member, or College of DuPage Foundation Board Member, or their immediate family.

Contract Signature Page

SERVICE AGREEMENT

Department Name: COLLEGE OF DUPAGE – PSI, Business Solutions, Continuing Education

Vendor Name: Weselak & Associates

Description of Services: Development and presentation of several training sessions for the Public Service Institute, Continuing Education.

Board Approval Required: Yes ☒ NO ☒ Date: 9/14/18

In consideration thereof, both parties agree to the conditions set forth above.  
The undersigned, on behalf of the College of DuPage, a Body Politic and Corporate of the State of Illinois, this Agreement is hereby executed by:

Contractor:

College of DuPage

Weselak & Associates

Brian W. Caputo, Ph.D., C.P.A.

Vice President/CFO

Administrative Affairs

Vice President Administration / Chief Financial Officer

Anna Marie Weselak, owner  
Print Name /Title

Anna Marie Weselak  
Signature

Brian W. Caputo  
Signature

36-3984875  
Tax ID or FEIN

8/8/18  
Date

9/14/18  
Date

Contractor and the College agree with the terms stated above and certify that Contractor has received a copy of the contract agreement.

THIS AGREEMENT IS NOT LEGALLY BINDING UPON THE COLLEGE OF DUPAGE UNLESS AND UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY OF THE COLLEGE OF DUPAGE. THE COLLEGE OF DUPAGE WILL HONOR NO OTHER APPROVAL OR AUTHORIZATION FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE SERVICE PROVIDER.

PAGE 8 OF 13

## **EXHIBIT 1**

May use template below to provide details regarding the work and specifications to be performed, milestones and deliverables for this Contract or attach Quote clearly detailing the services to be performed:

### **1. SCOPE OF WORK**

#### **1. Description of Services:**

- 1.1. Provide a detailed explanation of the services to be performed (describe need and how the service provider will meet those needs):

The following four topics are vital pieces of the Public Service Institute. The Behavioral Style workshop allows participants to learn more about themselves, the Communication Styles workshop provides the practical application of how to communicate more effectively with others. The Facilitator will review the results of the individualized behavioral style reports to offer the participants to better understand their personal style.

The follow up seminar will allow the participants to identify strategies to be more effective communicators. This objective will be met through a review of behavioral styles and an interactive session to practice effective communication.

The Positive Culture session focuses on participant's emotional intelligence, and the Cohesive Teams session will help participants develop stronger teams. The objectives will be met through the Emotional Intelligence survey participants will complete, and learning how the model works to create stronger teams.

#### **October 25 Behavioral Styles in the Workplace**

Description: This session reviews motivators and internal goals that drive our responses to everything around us. These are identified in our behavior style and reflected in our performance in the workplace. Recognize your personal goals and the goals of others that you work with to gain a better understanding of why people do what they do. Set your personal goals based on your internal goals and SMART goal criteria. Complete a personal action plan to drive your strengths and goals into positive results.

#### **November 8, Effective Communication Skills**

Description: When communicating with others, we typically do what is most natural. In most cases that usually works well. Sometimes we stop to think of how we could have said something better or just can't figure out how someone could misunderstand what we think we clearly stated. Learn strategies to enhance your verbal, non-verbal, written and listening skills that will make you a more effective communicator.

#### **May 2, Positive Culture**

Description: This session will focus on Positive Workplace Culture. Positive Culture will be defined, and elements of Positive Culture will be explored. Topics covered in this session

will include Happiness, Engagement, Emotional Intelligence and Leadership. Participants will complete an Emotional Intelligence survey to measure their Emotional Quotient.

**May 8, Cohesive Teams**

Description: The goal of this session is to provide a learning experience that helps individuals discover what it takes to build a truly cohesive and effective team. Grounded in the model described in *The Five Dysfunctions of a Team*, the internationally best-selling leadership fable by Patrick Lencioni, participants will learn the key components of the model: trust, conflict, commitment, accountability, and results. Using this model as a guide, participants will be able to create better, stronger teams.

Additional trainings to be completed as needed for the programming of the Public Service Institute, Continuing Education.

1.2. Who will be responsible for performing the services? Please provide names of individuals who will be completing the services in connection with this Scope of Work.

Anna Weselak, Weselak & Associates, (630) 889-0626, aweselak@weselak.com

1.3. Provide the name and contact information for the College project or program user.

Debbie Hasse, hassed@cod.edu, (630) 942-2679

1.4. What are the milestones and deliverables required during the project? Include a project schedule.

**Objectives for October 25, 2018:**

- Recognize Your Strengths
- Identify Your Personal Goals and Fears
- Acknowledge the Goals, Fears and Motivators of Others
- Implement the SMART Goal Criteria
- Complete an Action Plan to Support Your Strengths and Goals

**Objectives for November 8, 2018:**

- Identify Your Style of Verbal Communication
- Recognize the Importance of Non-Verbal Communication
- Become Aware of How Your Message Reads (Written Communication)
- Strengthen Your Active Listening Skills
- Adapt to Your "Listener"
- Gain New Tips When Communicating to a Group

**Objectives for May 2, 2019:**

- Discuss the importance of a positive workplace culture.
- Connect employee engagement, happiness, leadership and emotional intelligence to a positive, productive workplace.
- Name the 5 dimensions of Emotional Intelligence and how they link to one another.

- Know how the brain responds in high and low emotional states to reduce the negative impact of emotional situations and decision making.
- Identify one area of Emotional Intelligence and develop an action plan to strengthen that dimension of EQ.

Objectives for May 8, 2019:

- \* Identify The Five Dysfunctions of a Team Model.
- \* Recognize the 5 behaviors as a process.
- \* Discover how a team functions in all five areas
- \* Learn strategies to build a cohesive team.

Objectives for additional trainings from September 1, 2018 through June 30, 2019:

- \* To enhance the skills of participants in accordance with the Public Service Institute, Continuing Education.

1.5. Where will the services be performed? What, if anything does the College have to provide for the services to be performed?

The services will be delivered at the College of DuPage in a location selected by the program coordinator. Services required include: preparation of a handout packet, a screen, laptop, projector and flip chart.

## 2. Payment (Itemized):

Contractor will perform and provide all the services and deliverables in accordance with this Agreement for a fixed amount or time and materials not to exceed \$14,000.00 (the "fees"). The total fee includes all other expenses, including transportation and subsistence expenses.

Itemize all costs, time and material rates along with any expenses in connection with the fee or attached quote. Expenses and expendables shall be paid only with the prior written consent of the College.

**EXHIBIT 2**

Contractor may not commence work under this Agreement until all insurance required herein is obtained and approved by the College. Nor may the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

*Affix Certificate of Insurance*

*(Sample Certificate Attached)*

**Exhibit 2: Insurance Certificate of Coverage**

Named Insured: \_\_\_\_\_

Bid # /Contract #: \_\_\_\_\_

Address: \_\_\_\_\_  
(Number and Street)

(College)

(State)

(ZIP)

Description of Operation/Location

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the College of DuPage. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least thirty (30) days prior written notice of such change to the College of DuPage at the address shown on this Certificate. This certificate is issued to the College of DuPage in consideration of the contract entered into with the named insured, and it is mutually understood that the College of DuPage relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____  General Aggregate \$ _____  Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The College of DuPage is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the College of DuPage."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the College.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the College of DuPage.
- d) The receipt of this certificate by the College does not constitute agreement by the College that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice

Certificate Holder/Additional Insured  
College of DuPage  
Purchasing Department  
425 Fawell Boulevard, BIC1540  
Glen Ellyn, IL 60137

Signature of Authorized Rep. \_\_\_\_\_  
Agency/Company: \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_

For College use only

Name of College Department requesting certificate: (Using Dept.) \_\_\_\_\_

Attention: \_\_\_\_\_

THIS AGREEMENT IS NOT LEGALLY BINDING UPON THE COLLEGE OF DUPAGE UNLESS AND UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY OF THE COLLEGE OF DUPAGE. THE COLLEGE OF DUPAGE WILL HONOR NO OTHER APPROVAL OR AUTHORIZATION FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE SERVICE PROVIDER.

PAGE 13 OF  
13



**Hasse, Debra**

---

**From:** Gieschen, Philip  
**Sent:** Thursday, August 16, 2018 11:52 AM  
**To:** Hasse, Debra  
**Subject:** RE: Public Service Institute training program

Yes, I will waive the endorsement requirement.

Phil Gieschen  
Coordinator of Risk Management  
College of DuPage  
425 Fawell Blvd.  
Glen Ellyn, IL 60137  
630/942-2993  
[giesche@cod.edu](mailto:giesche@cod.edu)

**CONFIDENTIALITY NOTICE:** This electronic mail transmission and any documents accompanying this electronic mail transmission are intended by College of DuPage for the use of the named addressee to which it is directed and may contain information that is privileged, or otherwise confidential. It is not intended for transmission to, or receipt by, anyone other than the named addressee or a person authorized to deliver it to the named addressee. It should not be copied or forwarded to any unauthorized persons. If you have received this electronic mail transmission in error, please delete it immediately.

**From:** Hasse, Debra  
**Sent:** Wednesday, August 15, 2018 11:58 AM  
**To:** Gieschen, Philip <[giesche@cod.edu](mailto:giesche@cod.edu)>  
**Subject:** Public Service Institute training program

In partnership with an Advisory Board, Business Solutions has developed a training program specific to government employees.

Program is between 4 and 5 weeks, 3 to 4 hour training sessions.

I have a number of trainers all from their own private companies who are providing training on soft skills, such as: Employee engagement, local government, managing priorities, communication skills, generational workforce, leadership, etc.

Can the trainers in the Public Service Institute have a waiver for the extra endorsement page?

Debbie Hasse, M. Ed.  
Senior Manager Business Solutions  
College of DuPage  
630.942.2679  
[hassed@cod.edu](mailto:hassed@cod.edu)