



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, November 28, 2023

- I. CALL TO ORDER** November 28, 2023 at 6:35 p.m.
or immediately following the Board Audit Committee
Boardroom, A-300
- II. ROLL CALL**
- III. APPROVAL OF BOARD MINUTES – VOLUME LX**
Minutes of the Regular Board Meeting of October 17, 2023, No. 5
- IV. COMMENTS ON THIS AGENDA**
- V. CITIZEN PARTICIPATION**
- VI. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VII. STUDENT SENATE REPORT**
- VIII. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- IX. ADMINISTRATIVE REPORT**
- X. PRESIDENT’S REPORT**
- XI. CHAIRMAN’S REPORT**
- XII. NEW BUSINESS**
 - A. Action Exhibits
 - 16951 Budget Transfers
 - 16952 Extension of Intergovernmental Agreement with West Central
Municipal Conference
 - 16953 Ford Manufacturer Repair, Vendor Limit Increase
 - 16954 Community College Health Consortium Bylaws
 - 16955 2024 Payflex FSA Administrative Services Fees
 - 16956 2024 Blue Cross Blue Shield PPO Premium Rates
 - 16957 2024 Blue Cross Blue Shield HMO Premium Rates

- 16958 2024 Delta Dental PPO Premium Rates
- 16959 2024 Delta Dental Voluntary Premium Rates
- 16960 Employee Health Insurance Co-Premiums
- 16961 Agreement with Alexian Brothers Medical Center
- 16962 Agreement with Advocate Health and Hospitals Corporation
- 16963 Student Community Employment Experience – Happy Apple Pie Makers
- 16964 Student Community Employment Experience – Loyola University
Medical Center
- 16965 Titles for Library Removal/Weeding

B. Purchasing Schedules

C Bills and Invoices

D Closed Session – To discuss and consider the hiring, discipline, performance, and compensation of certain personnel, matters of collective bargaining, acquisition of real property, and matters of pending, probable, or imminent litigation.

E Human Resources Report

*Administrative Contracts

Panos Hadjimitsos, Dean of Business & Technology

Melissa Ramirez Cooper, Director of Communications

XIII. COMMUNICATIONS – INFORMATION

A. Human Resources Information Materials

B. Informational Material

XIV. ADJOURNMENT

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:35 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Mr. Tracy Jennings, Mr. Glover Johnson, Mrs. Elizabeth Potter, Mr. Rich Regan, Mr. Mark Stephens, Ms. Diane Viverito.

Absent: Ms. Naidelin Alvarez, Mr. Luke Casson.

Chairman Stephens noted that Mr. Casson is en route to the College.

APPROVAL OF BOARD MINUTES

Mr. Johnson made a motion, seconded by Mr. Regan, to approve the minutes of the Regular Board Meeting of September 26, 2023. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

None.

STUDENT SENATE REPORT

None.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito reported that the committee met earlier this month, reviewed items pertaining to academic and student affairs, are supportive of the items, and recommend their approval by the Board of Trustees.

Finance/Maintenance & Operations

Mr. Jennings reported that the committee did not meet as scheduled. Seven action exhibits and one purchasing schedule were sent to the Board for approval.

ADMINISTRATIVE REPORT

None.

PRESIDENT'S REPORT

None.

CHAIRMAN'S REPORT

Chairman Stephens commented that enrollment numbers are looking good.

NEW BUSINESS

ACTION EXHIBITS

16944 Budget Transfers

16945 Release of Music Instruments

16946 Adorama – Purchase of Computer Peripherals

16947 Agreement with Rosemont Theatre

Chairman Stephens commented that he owns the firm that cleans the theatre and will not be billing for those services. His letter to that effect is on file in the Office of the President.

16948 Agreement with Advocate Health and Hospitals Corporation

16949 S.E.E.D. Student Community Employment Experience – McDonalds River Grove

16950 S.E.E.D. Student Community Employment Experience – Leyden Township

Ms. Viverito made a motion, seconded by Mr. Regan, to approve the Action Exhibits. Voice vote carried the motion unanimously.

PURCHASING SCHEDULES

B46.07 Continuing Ed Guide Triton College – Spring 2024

Mr. Jennings made a motion, seconded by Mrs. Potter, to approve the Purchasing Schedule. Voice vote carried the motion unanimously.

BILLS AND INVOICES

Mrs. Potter made a motion, seconded by Mr. Johnson, to pay the Bills and Invoices in the amount of \$1,462,847.48.

Roll Call Vote:

Affirmative: Mr. Jennings, Mr. Johnson, Mrs. Potter, Mr. Regan,
Ms. Viverito, Mr. Stephens.

Absent: Mr. Casson, Ms. Alvarez.

Motion carried 6-0.

HUMAN RESOURCES REPORT

1.0 Faculty

Mr. Regan made a motion, seconded by Ms. Viverito, to approve page 1 of the Human Resources Report, items 1.1.01 through 1.3.01. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Mr. Johnson made a motion, seconded by Mr. Jennings, to approve pages 2 through 3 of the Human Resources Report, items 2.1.01 through 2.6.02. Voice vote carried the motion unanimously.

3.0 Administration

Mr. Johnson made a motion, seconded by Mr. Regan, to approve page 4 of the Human Resources Report, item 3.1.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Mrs. Potter made a motion, seconded by Mr. Johnson, to approve pages 5 through 6 of the Human Resources Report, items 4.1.01 through 4.6.01. Voice vote carried the motion unanimously.

5.0 Mid-Management

Mr. Johnson made a motion, seconded by Mrs. Potter, to approve page 7 of the Human Resources Report, items 5.1.01 through 5.2.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Mrs. Potter made a motion, seconded by Ms. Viverito, to approve pages 8 through 11 of the Human Resources Report, items 6.1.01 through 6.3.02. Voice vote carried the motion unanimously.

7.0 Other

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve page 12 of the Human Resources Report, items 7.1.01 through 7.3.01. Voice vote carried the motion unanimously.

ADJOURNMENT

With no further business before the Board, the Chairman asked for a motion to adjourn the Regular Meeting of the Board. Motion was made by Ms. Viverito to adjourn, seconded by Mr. Jennings. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 6:45 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Tracy Jennings
Board Secretary

Susan Page
Susan Page, Recording Secretary

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of November 28, 2023

ACTION EXHIBIT NO. 16951

SUBJECT: BUDGET TRANSFERS

RECOMMENDATION: That the Board of Trustees approve the attached proposed budget transfers to reallocate funds to object codes as required.

RATIONALE: Transfers are recommended to accommodate institutional priorities.
See description on attached forms.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

**PROPOSED BUDGET TRANSFERS - FY 2023
FOR THE PERIOD 10/1/22 to 10/31/22**

FROM		
ID#	AREA	ACCT #
EDUCATION FUND		
1	Fitness Center	01-10101530-530400010
2	Business	01-10200520-550300010
3	Dean, Health Occupations	01-20801040-530400020
4	Dean, Health Occupations	01-20801040-530400020
5	Planning & Accreditation	01-20801050-530900010
6	Planning & Accreditation	01-20801050-530900010
7	VP Academic Affairs	01-80100560-590900040
8	Network Services	01-80400520-530900010
9	Network Services	01-80400520-540901005

TO			AMOUNT
AREA	ACCT #		
Fitness Center	01-10101530-540200010	\$	375.00
Accounting	01-10200510-540600010		340.00
Dean, Health Occupations	01-20801040-540400005		406.00
Dean, Health Occupations	01-20801040-540901005		894.00
Planning & Accreditation	01-20801050-540100210		10,000.00
Planning & Accreditation	01-20801050-550100005		23,000.00
Arc. & Arc. Drafting	01-10300510-550200010		1,000.00
Network Services	01-80400520-580500010		18,000.00
Network Services	01-80400520-580500010		70,000.00
TOTAL EDUCATION FUND			\$ 124,015.00

FROM		
ID#	AREA	ACCT #
AUXILIARY FUND		
10	Cernan Earth & Space Center	05-60900505-580700005

TO			AMOUNT
AREA	ACCT #		
Cernan Earth & Space Center	05-60900505-540900505	\$	18,500.00
TOTAL AUXILIARY FUND			\$ 18,500.00

FROM		
ID#	AREA	ACCT #
RESTRICTED FUND		
11	State Performance Grant	06-10605001-550100005
12	State Performance Grant	06-10605001-550100005
13	TitleV Yr5 10/01/22 - 09/30/23	06-30205015-510300210
14	TitleV Yr5 10/01/22 - 09/30/23	06-30205015-510300210
15	TitleV Yr5 10/01/22 - 09/30/23	06-30205015-530900010
16	ICCB Mental Health Supplemental	06-30305023-530900010

TO			AMOUNT
AREA	ACCT #		
State Performance Grant	06-10605001-540600005	\$	1,500.00
State Performance Grant	06-10605001-540600005		5,079.25
TitleV Yr5 10/01/22 - 09/30/23	06-30205015-550100005		1,200.00
TitleV Yr5 10/01/22 - 09/30/23	06-30205015-550200005		500.00
TitleV Yr5 10/01/22 - 09/30/23	06-30205015-540900505		21,103.00
ICCB Mental Health Supplemental	06-30305023-550100010		8,400.00
TOTAL RESTRICTED FUND			\$ 37,782.25

TOTAL PROPOSED BUDGET TRANSFERS **\$ 180,297.25**

Budget Transfer Form

Dollar Amount	<u>\$375</u>	
From what Budget Account	<u>01 - 10101530 - 530400010</u>	Object Code Description <u>Fitness Center: Maintenance Services</u>
To what Budget Account	<u>01 - 10101530 - 540200010</u>	<u>Fitness Center: Copier Charge</u>
Is this a Grant? Yes () No (X)	*If you are submitting a grant transfer, the following statement must appear in the Rationale: "This is an allowable transfer under the (name of grant) guidelines"	
Grant Accountant?	Include Attachments: Yes () No (X)	

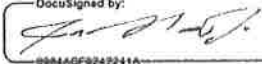
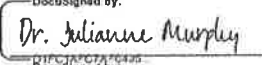
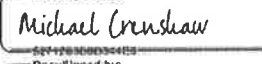
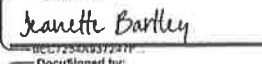
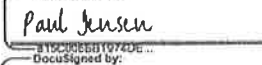

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
Maintenance has already been provided for the Fitness Center for the upcoming Fall 2023 semester. Further, we would like to use some of the left over budget capital to fund the copier charge line for our instructors.

Explain specifically why additional funds are needed in the receiving account:

Our instructors need to be able to print documents for their upcoming Fall 2023 courses. The copier charge budget line has been ending up short for the last couple of semesters.


Required Signatures


Requestor		8/7/2023
Cost Center Manager		8/10/2023
Associate Dean (If Applicable)		8/10/2023
Dean (If Applicable)		9/29/2023
Associate Vice President		9/29/2023
Area Vice President		9/29/2023


BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance:  _____

Exec. Dir. of Bus. Operations:  _____

VP of Business Services:  10/3/23

Entered by: B7082 DS 10/3/23

Budget Transfer Form

Dollar Amount

\$340

From what Budget Account

01 - 10200520 - 550300010

Object Code Description

Prof-Dev-Travel-Out-of-State

To what Budget Account

01 - 10200510 - 540600010

Prof-Dev-Publications & Dues

Is this a Grant?
Yes () No (X)

*If you are submitting a grant transfer, the following statement must appear in the Rationale:
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

No additional professional development funds will be used for travel out of state by Professor Geoff Hiller.

Explain specifically why additional funds are needed in the receiving account:

To cover Association of International Certified Professional Accountants (AICPA) membership renewal fee for Geoff Hiller.

Required Signatures

Requestor

DocuSigned by: Joanna Oleksiak 10/11/2023

Cost Center Manager

DocuSigned by: William Griffin 10/12/2023

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by: Paul Jensen 10/12/2023

Area Vice President

DocuSigned by: Susan Campos 10/17/2023

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____ *M*

Exec. Dir. of Bus. Operations: _____ *CR*

VP of Business Services: _____ *10/18/23*

Entered by: B7108 DS 10/20/23

Budget Transfer Form

Dollar Amount

\$406.00

From what Budget Account

01 - 20801040 - 530400020

Object Code Description

Maintenance Service (Computer Equipment)

To what Budget Account

01 - 20801040 - 540400005

Computer Software Updates

Is this a Grant?
Yes No

*If you are submitting a grant transfer, the following statement must appear in the Rationale:
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

Funds were placed in error to Maintenance Service (Computer Equipment) and are needed in Computer Software Upgrades to cover additional costs for Acrobat software.

Explain specifically why additional funds are needed in the receiving account:

Funds are needed to cover additional costs for Acrobat software for the Associate Dean of Health Careers/ Public Service Programs and chairperson for the NAS program. Which is needed to modify Clinical contracts and edit PDF documents for IDPH.

Required Signatures

Requestor

DocuSigned by: Linda Martinez 9/20/2023

Cost Center Manager

DocuSigned by: Pamela Harmon 9/20/2023

Associate Dean (If Applicable)

DocuSigned by: Ty Perkins 9/27/2023

Dean (If Applicable)

DocuSigned by: Pamela Harmon 9/29/2023

Associate Vice President

DocuSigned by: Paul Jensen 10/2/2023

Area Vice President

DocuSigned by: Susan Campos 10/2/2023

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____ *JP*

Exec. Dir. of Bus. Operations: _____ *KE*

VP of Business Services: _____ *SS* *one* 10/3/23

Entered by: B709025 10/4/23

Budget Transfer Form

Dollar Amount \$894.00

From what Budget Account 01 - 20801040 - 530400020 Object Code Description Maintenance Service (Computer Equipment)

To what Budget Account 01 - 20801040 - ~~540601000~~ - 540901005 Equipment- No Capitalized (computer)

Is this a Grant? Yes [] No [X] *If you are submitting a grant transfer, the following statement must appear in the Rationale:
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? _____ Include Attachments: Yes [] No [X]

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Funds were placed in error to Maintenance Service (Computer Equipment) and are needed in Equipment-No Capitalized (computer) budget to cover printer replacement cost.

Explain specifically why additional funds are needed in the receiving account:
 Funds are needed in Equipment-No Capitalized (computer), to cover the cost of broken printer.

Required Signatures

Requestor Linda Martinez 9/20/2023

Cost Center Manager Pamela Harmon 9/20/2023

Associate Dean (If Applicable) Ty Perkins 9/27/2023

Dean (If Applicable) Pamela Harmon 9/29/2023

Associate Vice President Paul Jensen 10/3/2023

Area Vice President Susan Campos 10/5/2023

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____ *MP*

Exec. Dir. of Bus. Operations: _____ *CR*

VP of Business Services: _____ *AS* ^{CR} 10/6/23

Entered by: B7102 DS 10/9/23

Budget Transfer Form

Dollar Amount \$10000

From what Budget Account 01 - 20801050 - 530900010 Object Code Description other contractual services

To what Budget Account 01 - 20801050 - 540100210 instructional supplies

Is this a Grant? Yes [] No [X] *If you are submitting a grant transfer, the following statement must appear in the Rationale:
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? _____ Include Attachments: Yes [] No [X]

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 For strategic plan, this years' leaders will not need funds from other contractual services.

Explain specifically why additional funds are needed in the receiving account:
 Strategic plan leaders will need funds for instructional supplies.

Required Signatures

Requestor Anthony Riley 9/29/2023

Cost Center Manager P. Dole 9/29/2023

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President Paul Jensen 10/2/2023

Area Vice President Mary-Rita Moon 10/3/2023

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Ast. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: _____

Entered by: B7086 DS 10/4/23

Budget Transfer Form

Dollar Amount

\$23000

From what Budget Account

01 - 20801050 - 530900010

Object Code Description

other contractual services

To what Budget Account

01 - 20801050 - 550100005

meeting expense

Is this a Grant?
Yes () No (X)

*If you are submitting a grant transfer, the following statement must appear in the Rationale:
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
For strategic plan, this years' action plan leaders will not be spending the funds in other contractual services.

Explain specifically why additional funds are needed in the receiving account:

Strategic plan leaders need the funds for meeting expenses.

Required Signatures

Requestor

DocuSigned by: Anthony Riley 9/29/2023

Cost Center Manager

DocuSigned by: P. Donnell 9/29/2023

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by: Paul Jensen 10/2/2023

Area Vice President

DocuSigned by: Mary-Rita Moore 10/3/2023

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: _____

Handwritten signatures and initials:
AP
CR
CG
10/4/23

Entered by: B7085 DS 10/4/23

Budget Transfer Form

Dollar Amount

\$1000

From what Budget Account

01 80100560 590900040

Object Code Description

VP Faculty Deveopment

To what Budget Account

01 10300510 550200010

Arc & Arc Drafting PD funds In State

Is this a Grant?
Yes () No (X)

*If you are submitting a grant transfer, the following statement must appear in the Rationale:
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

Per the negotiated agreement, we will be transferring \$1,000 for a new full-time faculty member that started in the Architecture department.

Explain specifically why additional funds are needed in the receiving account:

Per the Full-Time negotiated agreement, full-time faculty members receive \$1,000 per fiscal year for Faculty development

Required Signatures

Requestor

DocuSigned by: Colleen Rockafellow 9/27/2023

Cost Center Manager

DocuSigned by: Susan Campos 9/27/2023

Associate Dean (if Applicable)

Dean (if Applicable)

DocuSigned by: _____ 9/27/2023

Associate Vice President

DocuSigned by: Colleen Rockafellow 9/27/2023

Area Vice President

DocuSigned by: Sean Sullivan 9/27/2023

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: AM

Exec. Dir. of Bus. Operations: CR

Entered by: B7081 DSI 10/3/23

VP of Business Services: CR 10/3/23

Budget Transfer Form

Dollar Amount	<u>\$18000</u>	
From what Budget Account	<u>01 - 80400520 - 530900010</u>	Object Code Description <u>Other Contractual Services</u>
To what Budget Account	<u>01 - 80400520 - 580500010</u>	<u>Computer Equipment>5k</u>
Is this a Grant? Yes [] No [X]	*If you are submitting a grant transfer, the following statement must appear in the Rationale: "This is an allowable transfer under the (name of grant) guidelines"	
Grant Accountant?	Include Attachments: Yes [] No [X]	

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 The funds originally budgeted for work with American Digital will be transferred to the equipment >5k cost center to purchase hardware needed for end of life equipment replacement from American Digital.

Explain specifically why additional funds are needed in the receiving account:
 The funds originally budgeted for work with American Digital will be transferred to the equipment >5k cost center to purchase hardware needed for end of life equipment replacement from American Digital.

Required Signatures

Requestor	<small>DocuSigned by:</small> <u>Sarah Goydas</u>	<u>10/4/2023</u>
Cost Center Manager	<small>DocuSigned by:</small> <u>Michael Garrity</u>	<u>10/4/2023</u>
Associate Dean (If Applicable)	_____	
Dean (If Applicable)	_____	
Associate Vice President	<small>DocuSigned by:</small> <u>Michael Garrity</u>	<u>10/4/2023</u>
Area Vice President	<small>DocuSigned by:</small> <u>Sean Sullivan</u>	<u>10/18/2023</u>

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____ *MR*

Exec. Dir. of Bus. Operations: _____ *CR*

VP of Business Services: Sean 10/23/23

Entered by: B7109 DS 10/23/23

Budget Transfer Form

Dollar Amount

\$70000

From what Budget Account

01 - 80400520 - 540901005

Object Code Description

Computer Equipment <5k

To what Budget Account

01 - 80400520 - 580500010

Computer Equipment >5k

Is this a Grant?
Yes () No (X)

*If you are submitting a grant transfer, the following statement must appear in the Rationale:
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

~~The funds originally budgeted for equipment from American Digital were in the equipment <5K cost center but they will need to be moved to the equipment >5K cost center. Information Systems, Network Services will be purchasing HP (Hewlett Packard) Alletra network storage hardware to replace HP 3Par storage hardware that is at end of life and is no longer supported by HP. The network storage hosts the network services virtual server environment and needs to be updated. The funds originally budgeted for equipment from American Digital were in the equipment <5K cost center but they will need to be moved to the equipment >5K cost center.~~

Explain specifically why additional funds are needed in the receiving account:

~~The funds originally budgeted for equipment from American Digital were in the equipment <5K cost center but they will need to be moved to the equipment >5K cost center. Information Systems, Network Services will be purchasing HP (Hewlett Packard) Alletra network storage hardware to replace HP 3Par storage hardware that is at end of life and is no longer supported by HP. The network storage hosts the network services virtual server environment and needs to be updated. The funds originally budgeted for equipment from American Digital were in the equipment <5K cost center but they will need to be moved to the equipment >5K cost center.~~

Required Signatures

Requestor

DocuSigned by: Sarah Gajdas 10/4/2023

Cost Center Manager

DocuSigned by: Michael Garrity 10/4/2023

Associate Dean (if Applicable)

Dean (if Applicable)

Associate Vice President

DocuSigned by: Michael Garrity 10/4/2023

Area Vice President

DocuSigned by: Sean Sullivan 10/24/2023

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: Sean 10/26/23

Entered by: B7112 DS 10/27/23

Budget Transfer Form

Dollar Amount \$18,500.00

From what Budget Account 05 - 60900505 - 580700005 **Object Code Description** Cernan Service Equipment >5K

To what Budget Account 05 - 60900505 - 540900505 **Object Code Description** Cernan Other Materials & Supplies

Is this a Grant? Yes No ***If you are submitting a grant transfer, the following statement must appear in the Rationale:**
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Yes No **Include Attachments:** Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Funds are available in Service Equipment >5K because no additional equipment purchases are expected to be made this fiscal year.

Explain specifically why additional funds are needed in the receiving account:

The JVC full dome projector in the center of the planetarium is burning through lamps faster than expected, likely due to the performance of the lamp power supply for which there is no replacement part available. There is also a limited number of lamps available as these are no longer being manufactured. Based on the performance of the last few lamps, it will take at least five lamps, currently valued at \$3700 each (lamp + shipping from Japan) for a total of \$18,500 to carry the anticipated show load through fiscal 2024 and into early fiscal 2025.

Required Signatures

Requestor Joyce Edwards-Robertson 10/25/2023

Cost Center Manager Kristine McCall 10/25/2023

Associate Dean (If Applicable) _____

Dean (If Applicable) Jim Reynolds 10/26/2023

Associate Vice President Colleen Rockafellow 10/26/2023

Area Vice President Sean Sullivan 10/26/2023

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: JA

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 10/30/23

Entered by: B7113 DS 10/30/23

Budget Transfer Form

Dollar Amount \$1,500.00

From what Budget Account 06 - 10605001 - 550100005 Object Code Description State Performance Grant - Meeting Expenses

To what Budget Account 06 - 10605001 - 540600005 Object Code Description State Performance Grant - Publication & Dues

Is this a Grant? Yes No *If you are submitting a grant transfer, the following statement must appear in the Rationale:
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Susan ZefeIdt Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

In the FY24 State Performance approved budget, \$1,500 was budgeted for memberships & dues to professional organizations.

Explain specifically why additional funds are needed in the receiving account:

\$1,500 is needed to cover the cost of memberships & dues to professional organizations. This an allowable expense per the FY24 approved budget for the State Performance Grant.

Required Signatures

Requestor DocuSigned by: Kelly Doyle 10/12/2023

Cost Center Manager DocuSigned by: Jacqueline Lynch 10/12/2023

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President DocuSigned by: Paul Jensen 10/12/2023

Area Vice President DocuSigned by: Susan Campos 10/17/2023

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

Exec. Dir. of Bus. Operations: [Signature]

VP of Business Services: [Signature] 10/23/23

Entered by: B7110 DS 10/23/23

Budget Transfer Form

Dollar Amount \$5,079.25

From what Budget Account 06 10605001 550100005 Object Code Description State Performance Grant - Meeting Expenses

To what Budget Account 06 10605001 540600005 State Performance Grant - Publication & Dues

Is this a Grant? Yes No *If you are submitting a grant transfer, the following statement must appear in the Rationale:
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Susan Zefeldt Include Attachments: Yes No

Rationale:
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 In the FY24 State Performance approved budget, \$7,410.00 is budgeted for publications and dues. Our in-house budget was set up incorrectly.

Explain specifically why additional funds are needed in the receiving account:
 \$7,410.00 is needed to cover the cost of memberships, conference registration fees, etc. This is an allowable expense per the FY24 approved budget for the State Performance Grant.

Required Signatures

Requestor DocuSigned by: Kelly Doyle 9/6/2023

Cost Center Manager DocuSigned by: Jacqueline Lynch 9/6/2023

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President DocuSigned by: Paul Jensen 9/7/2023

Area Vice President DocuSigned by: Susan Campos 9/25/2023

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance [Signature]

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: [Signature]

VP of Business Services: [Signature] 9/27/23

Entered by: B1080 DS/10/2/23

Budget Transfer Form

Dollar Amount \$1200.00

From what Budget Account 06 - 30205015 - 510300210 **Object Code Description** Title V Yr5 Part Time Stipend or Extra Duty

To what Budget Account 06 - 30205015 - 550100005 **Object Code Description** Title V Yr5 Meeting Expense

Is this a Grant? Yes No ***If you are submitting a grant transfer, the following statement must appear in the Rationale:**
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Gerardo Porras-Nava **Include Attachments:** Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 There are enough funds left in the budget to cover projected expenses. This is an allowable transfer under the Title V grant guidelines

Explain specifically why additional funds are needed in the receiving account:
 Funds needed to cover additional expenses for Transfer Center and other Title V events in September.

Required Signatures

Requestor DocuSigned by: Delisha Fletcher 8/24/2023
067F06990C68487

Cost Center Manager DocuSigned by: Gerardo Porras Nava 8/24/2023
0C0A57811EF34C0

Associate Dean (If Applicable) _____

Dean (If Applicable) DocuSigned by: Jeanette Bartley 8/24/2023
06C725A937241F

Associate Vice President DocuSigned by: Paul Jensen 8/24/2023
815C00281074DE

Area Vice President DocuSigned by: Susan Campos 9/29/2023
F03A851F8641495

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance: _____

Exec. Director of Finance: [Signature]

Exec. Dir. of Bus. Operations: [Signature]

VP of Business Services: [Signature] 10/3/23

Entered by: B7087 DS 10/4/23

Budget Transfer Form

Dollar Amount \$500.00

From what Budget Account 06 30205015 510300210 **Object Code Description** Title V Yr5 Part Time Stipend or Extra Duty

To what Budget Account 06 30205015 550200005 **Object Code Description** Title V Yr5 Travel - In State

Is this a Grant? Yes No ***If you are submitting a grant transfer, the following statement must appear in the Rationale:**
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Gerardo Porras-Nava **Include Attachments:** Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
There are enough funds left in the budget to cover projected expenses. This is an allowable transfer under the Title V grant guidelines

Explain specifically why additional funds are needed in the receiving account:
Funds needed to cover additional expenses for Transfer Center and other Title V events in September.

Required Signatures

Requestor Delisha Fletcher 8/24/2023

Cost Center Manager Gerardo Porras-Nava 8/24/2023

Associate Dean (if Applicable) _____

Dean (if Applicable) Jeanette Bartley 8/24/2023

Associate Vice President Paul Jensen 8/24/2023

Area Vice President Susan Campos 9/28/2023

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance _____

Exec. Director of Finance: [Signature]

Exec. Dir. of Bus. Operations: [Signature]

VP of Business Services: [Signature] 10/3/23

Entered by: B7088 DS 10/4/23

Budget Transfer Form

Dollar Amount \$21,103

From what Budget Account 06 30205015 530900010 Object Code Description Title V Yr5 Other Contractual Services

To what Budget Account 06 30205015 540900505 Object Code Description Title V Yr5 Other Materials and Supplies

Is this a Grant? Yes No *If you are submitting a grant transfer, the following statement must appear in the Rationale:
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Gerardo Porras-Nava Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 There are enough funds left in the budget to cover projected expenses. This is an allowable transfer under the Title V grant guidelines

Explain specifically why additional funds are needed in the receiving account:
 Funds needed to cover additional expenses for Transfer Center and other Title V events in September.

Required Signatures:

Requestor Deliska Fletcher 8/24/2023
DocuSigned by: 067F8E900C86497

Cost Center Manager Gerardo Porras Nava 8/24/2023
DocuSigned by: 8C0A57911EF34C0

Associate Dean (If Applicable) _____

Dean (If Applicable) Jeanette Bartley 8/24/2023
DocuSigned by: 8FC725489372477

Associate Vice President Paul Jensen 8/24/2023
DocuSigned by: 815C1006B1974DE

Area Vice President Susan Campos 9/29/2023
DocuSigned by: 7FC3A51F8047455

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance: _____

Exec. Director of Finance: [Signature]

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 10/3/23

Entered by: B1089 DS10/4/23

Budget Transfer Form

Dollar Amount \$8400.00

From what Budget Account 06 30305023 530900010 Object Code Description ICCB Mental Health-Other Contractual

To what Budget Account 06 30305023 550100010 ICCB Mental Health- Meeting Expense Prof Dev

Is this a Grant? Yes No *If you are submitting a grant transfer, the following statement must appear in the Rationale:
 "This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Susan Zefeidt Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 \$8,400 will be used for deficit to cover expenses needed in said line item for activities below.

Explain specifically why additional funds are needed in the receiving account:

Need to move funds in order to cover \$4,000 for travel to Nashville Conference for 2 counselors(Leslie Wester & Sandra Berryhill) October 17 - 20 at the College Autism Summit. \$4,400 For Mental Health First Aid Train the Trainer certifications for Two counselors (Leslie Wester & Tracy wright) October Trainings.

Required Signatures

Requestor Mikayla Rogers 10/6/2023
DocuSigned by: AASFF6-3010AA3E

Cost Center Manager Julia Willis 10/6/2023
DocuSigned by: 4C3A81D6D6354C8

Associate Dean (If Applicable) _____

Dean (If Applicable) Julia Willis 10/6/2023
DocuSigned by: 4C3A81D6D6354C8

Associate Vice President Denise Jones 10/6/2023
DocuSigned by: 7037A031454E

Area Vice President Jodi Koslow-Martin 10/10/2023
DocuSigned by: 79636C5A5A2346C

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

Exec. Dir. of Bus. Operations: [Signature]

VP of Business Services: [Signature]

Entered by: B703 0510/17/23

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of November 28, 2023

ACTION EXHIBIT NO. 16952

**SUBJECT: EXTENSION OF INTERGOVERNMENTAL COOPERATIVE
AGREEMENT WITH WEST CENTRAL MUNICIPAL CONFERENCE**

RECOMMENDATION: That the Board of Trustees extend the Cooperative Agreement with West Central Municipal Conference (WCMC) and West Cook County Solid Waste Agency for an additional 5-year term. Previously approved 4/16/19. The new Agreement will extend the term through December 31, 2028. The waiver of fees is equivalent to \$3,750 per month. There is no special cost to Triton College.

RATIONALE: On 9/26/06, Triton & WCMC entered into an Intergovernmental Agreement to provide office space to WCMC and the opportunity to collaborate in the development and delivery of training programs to meet the needs of WCMC members. WCMC members include Bellwood, Berkeley, Berwyn, Broadview, Brookfield, Brookfield Zoo, Cicero, Countryside, Elmwood Park, Forest Park, Forest View, Franklin Park, Harwood Heights, Hillside, Hodgkins, Indian Head Park, LaGrange, Lyons, Lyons Township, Maywood, McCook, Melrose Park, Norridge, North Riverside, Northlake, Oak Park, River Forest, River Grove, Riverside, Rosemont, Schiller Park, Stickney, Stone Park, Summit, Westchester, Western Springs, and Willow Springs.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

INTERGOVERNMENTAL COOPERATIVE AGREEMENT
Between
Triton College and West Central Municipal Conference

This agreement (hereinafter the "Agreement"), made by and between Community College District 504, commonly known as Triton College (hereinafter "the College") and West Central Municipal Conference and West Cook County Solid Waste Agency (hereinafter "WCMC").

Whereas, it is the desire of WCMC to run its operations, programs and services utilizing the facilities at the college.

Whereas, the College is willing to make its facilities available to WCMC for the member municipalities in West Cook County.

In consideration of the promises and agreements hereinafter set forth the College and WCMC (hereinafter referred to collectively as the "Parties") agree as follows:

1. **GENERAL REQUIREMENTS**
 - A. This Agreement is for the sole and limited purpose of providing facilities, as defined herein, to WCMC
 - B. Nothing herein shall be deemed to create any employee-employer relationship between the College and WCMC staff, and WCMC staff are not to be considered as employees of the College for any purpose, and are not entitled to any of the benefits that accrue to or are provided by the College to its employees.
 - C. Nothing herein shall be deemed to create any employee-employer relationship between WCMC and the College's employees. The College's employees are not to be considered as employees of the WCMC for any purpose, and are not to be considered as employees of WCMC for any purpose, and are not entitled to any of the benefits that accrue or are provided by WCMC to its' employees.

- D. The Parties shall not discriminate on the basis of the race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as protected or prohibited by federal, state or local law, rule or regulation.
- E. The Parties shall maintain in force for the duration of this Agreement comprehensive liability insurance providing coverage against all claims, demands, loss of judgment arising out of any omission of the agents, employees, and students of the parties. This policy shall provide coverage against the aforementioned risks in the amount of not less than two million dollars (\$2,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate.
- F. WCMC agrees to hold harmless and indemnify the College, its' officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the College, its' officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of WCMC, its' officers, agents, students, faculty or employees, under this Agreement.
- G. The College agrees to hold harmless and indemnify WCMC against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against WCMC, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of the College, its' officers, agents, students, faculty or employees under this Agreement.

II. WCMC RESPONSIBILITIES

WCMC shall:

- A. Abide by all College policies and procedures incorporated by reference herein, during the term of the Agreement; and
- B. Maintain total responsibility for staff and its' members at no cost or expense to the College; and
- C. Certify that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105; and
- D. If WCMC has more than twenty-five (25) employees, WCMC certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act 30 ILCS 580/1 et. Seq.; and

- E. Collaborate with the college in the development and delivery of training programs designed to meet the needs of its' members; and
- F. WCMC may renovate space provided on College property to meet their need; however, renovation plans must be approved in writing by an authorized representative of the College at least four (4) weeks prior to any construction and remodeling. WCMC is responsible for all costs of construction and remodeling and will be responsible for returning space to the College in the same condition it was tendered, unless the College informs WCMC in writing the WCMC shall leave all construction improvements in place.
- G. WCMC shall designate a member of its' staff to serve as a liaison to this Agreement, and shall provide the College the liaison's contact information at least four (4) weeks prior to the Agreement's commencement.

III. COLLEGE RESPONSIBILITIES

The College shall:

- A. Provide facilities in the "N" building located on the Triton campus and outlined in Appendix A for the purpose of office operations and meeting/training facilities for its' members; and
- B. Allow WCMC staff to use the open labs located at the College with same availability as all other College community members; and
- C. Allow WCMC staff and its' members access to the Career Services Job postings with availability as all other College community members; and
- D. Designate two (2) parking spaces to the south of the entrance dedicated for WCMC use; and
- E. Collaborate with WCMC in the development and delivery of training programs designed to meet the WCMC needs.
- F. The College shall designate a member of its' staff to serve as a liaison to this Agreement, and shall provide the WCMC the liaison's contact information prior to the Agreement's commencement.

IV. JOINT RESPONSIBILITIES

Both Parties to the Agreement shall:

- A. Have the right to request conferences to be scheduled at regular intervals for the purpose of planning, discussing, and enhancing the Programs.
- B. Protect the privacy of all personal information in a manner consistent with applicable federal and state laws and regulations.

V. **ADDITIONAL TERMS**

It is further agreed by the Parties that:

- A. This Agreement shall commence upon execution of the Agreement by duly authorized officers of the Parties hereto and shall be for a term of five (5) years. The term shall commence on January 1, 2024.
- B. Either Party may terminate the Agreement upon written notice as stated herein ninety (90) days in advance of the termination date.
- C. In the event that said insurance coverage lapses or fails to conform to the requirements as stated herein, and such nonconformity continues for thirty days, this Agreement shall automatically terminate. The terms and conditions of this Agreement may be amended or deleted and new provisions may be added from time to time upon written agreement between authorized representatives of the Parties. This writing shall constitute the sole agreement between the Parties.
- D. This Agreement is executed by an authorized representative of the College in the representative's official capacity and the representative shall have no personal liability under the Agreement. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois regardless of any conflict of laws provision. All disputes arising out of the Agreement, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois.
- E. WCMC represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its' obligations.
- F. WCMC assumes full responsibility for the payment of all federal, state, and local taxes incurred by WCMC as a result of this Agreement.
- G. Notice required to be sent hereunder shall be sent by prepaid registered or certified mail, return requested, and shall be effective upon delivery.

If to the College:

Sean Sullivan
Vice President, Business Administration
Triton College
2000 Fifth Avenue
River Grove, IL 60171

CC: Winner Law
2344 West Melrose Street
Suite 1500
Chicago, IL 60618

If to the WCMC:

Mr. Richard F. Pellegrino
Executive Director
West Central Municipal Conference
2000 Fifth Avenue, Building N
River Grove, IL 60171

K. Time is of the essence of this Agreement.

FOR AFFILIATE:



Name: Richard F. Pellegrino
Title: Executive Director

October 26, 2023
Date

FOR COLLEGE:

Name: Mark R. Stephens
Title: Chairman, Board of Trustees

Date



CAMPUS PLAN

2000 FIFTH AVENUE
RIVER GROVE, IL 60171



**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of November 28, 2023

ACTION EXHIBIT NO. 16953

SUBJECT: FORD MANUFACTURER REPAIR, VENDOR LIMIT INCREASE

RECOMMENDATION: That the Board of Trustees approve a vendor limit increase for Ford OEM repairs to the Triton Fleet Ford Vehicles up to \$50,000 for FY24.

RATIONALE: Ford has provided service to all of the Ford Triton Fleet Vehicles. 34 of the Triton Fleet Vehicles are Fords. Ford Dealership repair facilities provide OEM Parts and Manufacturer approved service to these vehicles. So far in FY23, Triton has spent approximately \$32,000 with Ford. \$26,000 of the Fiscal Year to Date expenses was for a Diesel Engine replacement. \$8,700 of the \$26,000 were for Diesel Exhaust Emission Components damaged as part of the engine failure. These needed repairs were not known until engine replacement was complete which is why the expenses unknowingly exceeded the College's \$25,000 threshold. The additional \$25,000 will cover the existing overage, plus allow additional Ford OEM vehicle services throughout the balance of FY24 with Chicago metro Ford OEM manufacturer or authorized service agent. This exception is allowable per the Illinois Public Community College Act 110 ILCS 805/3-27.1, paragraph (e) contracts for the maintenance or servicing of, or provision of repair parts for, equipment which are made with the manufacturer or authorized service agent of that equipment where the provision of parts, maintenance, or servicing can best be performed by the manufacturer or authorized service agent.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of November 28, 2023

ACTION EXHIBIT NO. 16954

SUBJECT: COMMUNITY COLLEGE HEALTH CONSORTIUM BYLAWS

RECOMMENDATION: That the Board of Trustees approve the bylaws amendment for the Community College Health Consortium (CCHC). The CCHC was established to administer the member colleges' employee benefit programs offered to their employees and to achieve reduced costs for the colleges. Membership in the consortium has saved Triton \$997,624 through pooled claims, stop-loss reimbursements, and reduced administration fees. There is no additional fee to the College for being a member of the consortium.

RATIONALE: Membership in the Community College Health Consortium enables the College to reduce the cost of premiums and administrative fees at annual renewal and collaborate with peer institutions on best practices and strategies to control the rising costs in health insurance.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

**COMMUNITY COLLEGE HEALTH CONSORTIUM
INTERGOVERNMENTAL AGREEMENT AND BYLAWS**

First Effective July 1, 2011
(Last Amended July 28, 2022)

**COMMUNITY COLLEGE HEALTH CONSORTIUM
INTERGOVERNMENTAL AGREEMENT AND BYLAWS**

This Intergovernmental Agreement first made as of the 1st day of July, 2011, and as subsequently amended and restated, by and among the boards of trustees of the community college districts listed on Appendix A hereto, each of which may be referred to herein as a "Member", and which collectively may be referred to as the "Members".

W I T N E S S E T H:

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide that community college districts and other public agencies may contract with one another to perform any activity authorized by law; and

WHEREAS, Section 3-31 of the Illinois Public Community College Act (110 ILCS 3-31) provides that community college districts may provide benefits for their employees and employees' dependents including, but not limited to, medical, surgical and hospitalization benefits; and

WHEREAS, the Members intend to act in cooperation with each other as the Community College Health Consortium to provide for the procurement and administration of employee benefit programs for their employees and employees' dependents pursuant to this Agreement.

NOW, THEREFORE, each of the Members agrees with the others as follows:

ARTICLE I

Establishment and Purpose of Intergovernmental Consortium

1.1 The Members hereby establish an intergovernmental consortium, as contemplated by the Illinois Intergovernmental Cooperation Act, which shall be known as the Community College Health Consortium ("Consortium").

1.2 The purpose of the Consortium is to administer some or all of the employee benefit programs offered by the Members to their Employees and eligible dependents. It shall function solely to administer, process and direct the payment of such claims as shall come within the benefit programs offered by each Member under the Plans provided from time to time under this Agreement. It shall also carry out such claim management and educational programs as may be authorized by its Board.

The creation of the Account established by this Agreement is not intended by the Members to constitute the transaction of an insurance business within the State of Illinois. The intent of the Members is to establish a cooperative benefit program and to utilize the Consortium to achieve reduced costs of administration by providing similar administrative services to all of the Members.

The Members also intend by the creation of the Consortium to allow a Member to equalize annual fluctuations in employee benefit costs by establishing a program through the Consortium whereby Member Individual Reserve Accounts will be created to stabilize the costs of providing employee benefits of the type contemplated hereunder.

1.3 The Members intend that the Consortium shall be governed by a Board of Directors as established herein.

ARTICLE II

Definitions

In addition to the terms defined elsewhere in this Agreement, each of the following terms shall have the meaning set forth below:

2.1 Account

An account of monies established by the Members and held for the purposes of paying the joint administrative expenses of the Consortium, funding certain benefits granted by the Members to their respective Employees pursuant to a Plan adopted hereunder, and purchasing excess insurance or any other employee insurance as determined by the Board. The funds within the Account also include the Reserve Fund which is comprised of the Members' Individual Reserve Accounts.

2.2 Account Manager

The agency, person or such other entity as the Board shall select, and with which it shall contract, to hold the funds comprising the Account separately from all other monies, and to pay them out for the purposes set forth herein. The Consortium Treasurer shall be the Account Manager unless the Board selects a different Account Manager pursuant to the terms of this Agreement.

2.3 Benefits

Non-salary payments made to Employees including, but not limited to, payments or reimbursements of expenses arising out of an illness or an accident or made pursuant to other Plans, and as defined in the Plan documents. The Members have determined not to purchase insurance coverage for Benefit payments below certain limits but rather to rely upon their individual financial capabilities pooled through the Consortium to pay Benefit claims which

occur below and up to such limits, and to purchase insurance to protect the Members and their Employees against catastrophic claims and against certain other Benefit claims.

2.4 Board

The Board of Directors established pursuant to Article V of this Agreement.

2.5 Chair

The Chair of the Board.

2.6 Claims Administrator

That agency, person or entity selected by the Board to process all claims made under a Plan of the Consortium.

2.7 Consortium

The Community College Health Consortium established pursuant to the Constitution and the statutes of this State by this Intergovernmental Agreement.

2.8 Consortium Administrator

That agency, person or entity or their designee selected by the Board to carry out the administrative duties of the Consortium pursuant to the authority given by the Board.

2.9 Deficit Reduction Proposal

A written proposal prepared by a Member, with the assistance of the Consortium Administrator, explaining how the Member will take steps to: (a) meet its Reserve Account Obligation or (b) remove any deficit in its Individual Reserve Account. The Deficit Reduction Proposal shall also explain how the Member will reimburse any amounts that the Consortium paid on behalf of the Member due to the deficit or to maintain the Reserve Fund balances. The Deficit Reduction Proposal shall also include a timeline for meeting the Reserve Account Obligation and/or completing the deficit reduction.

2.10 Effective Date

July 1, 2011

2.11 Employees

Current employees and officers of Members and those retired employees of Members to whom the Member provides Benefits offered through the Consortium.

2.12 Excess Insurance

Any and all types of conventional insurance policies commonly known collectively as excess insurance, stop-loss insurance, aggregate insurance, reinsurance, etc.

2.13 Fiscal Year

The twelve (12) month period commencing on July 1 and ending on the following June 30.

2.14 Incurred But Not Reported (“IBNR”) Claims

Claims of Employees and their dependents covered under the Plan which have been incurred during, but may have not been submitted prior to the end of, an applicable Plan reporting period.

2.15 Individual Reserve Account

Accounts for each Member created to stabilize the costs of providing employee benefits which collectively comprise the Reserve Funds. Money held in each Individual Reserve Account shall be held for the purposes of the Reserve Funds.

2.16 Initial Members

The following three community college districts:

College of DuPage, Community College District No. 502

Moraine Valley Community College District No. 524

Oakton Community College District No. 535

2.17 Members

Any one or more of the Illinois community college districts which have become a party to this Agreement. Appendix A to this Agreement listing the Members shall be separately amended from time to time as additional Members are admitted to, expelled from or withdrawn from the Consortium pursuant to Articles XVII, XVIII and IX, respectively.

2.18 Plan or Plans

The plan or plans under which Benefits programs are maintained pursuant to the provisions of this Agreement for the Employees of Members.

2.19 Representative

The designated Representative(s) to the Board of each Member that is a party to this Agreement.

2.20 Reserve Account Obligation

The goal that the amount in each Member's Individual Reserve Account will not be diminished to less than 20% of claims and administrative costs paid for the Member in the prior Fiscal Year.

2.21 Reserve Funds

A sum of money will be held in each Member's Individual Reserve Account which is in excess of that Member's current obligations and is anticipated to be an amount sufficient to pay the benefit claims of the Member filed after the termination of the Consortium or a Member's withdrawal, but attributable to the period of its existence. These subsequently reported claims are sometimes referred to as IBNR (Incurred But Not Reported) claims.

2.22 Secretary

The Secretary of the Board.

2.23 Treasurer

The Treasurer of the Board.

ARTICLE III

Authority and Duties of the Consortium

The Consortium acting by and through the Board shall have the authority and duty to accomplish the purposes set forth in Article I above, and in furtherance of such authority and duty shall:

- (a) Select agents, employees, independent contractors, a claims administrator, a consortium administrator, attorneys, auditors and such other persons or entities as may be necessary to administer and accomplish the purposes of the Consortium;
- (b) Carry out educational and other programs relating to employee benefits;
- (c) Direct the collection and payment of funds to be used for the administration of the Consortium and the provision of Benefits hereunder;
- (d) Cause to be purchased employee benefits insurance contracts as approved by the Board;
- (e) Cause to be prepared and submitted to the Board an annual budget for the Consortium for approval by the Board, and cause a report of the financial affairs of the Consortium to be submitted to the Board no less than quarterly;
- (f) Cause to be prepared and submitted to each Member monthly reports of Benefit claims filed and paid pursuant to the Consortium's Plans;
- (g) Obtain and furnish to each Member annually an audited report of the financial affairs of the Consortium, made by a certified public accountant at the end of each Fiscal Year in accordance with generally accepted auditing principles;
- (h) Carry out such other activities as are necessarily implied or required to carry out the purposes of the Consortium specified in Article I or the specific activities enumerated in this Article III.

ARTICLE IV

Continuing Operations of the Consortium

The Consortium shall have an initial term of three (3) years commencing on July 1, 2011. After the initial term the Consortium shall continue for additional consecutive three (3) year terms, unless the Consortium is terminated, or the Board takes action by a two-thirds (2/3) vote to extend the Consortium for a different term. The length of the term of the Consortium shall not affect any Member's right to withdraw from the Consortium pursuant to the procedure set forth in this Agreement.

ARTICLE V

Board of Directors and Executive Committee

5.1 The Consortium shall be managed by its Board, pursuant to directions from the Members and the terms of this Agreement. The Board shall consist of two Representatives from each Member to be designated by such Member. Each Member shall appoint its Representatives in an email or in a letter on that Member's letterhead and addressed to the Consortium Administrator and Consortium legal counsel, listing the name or position title of the two Representatives to the Board and an alternate representative who may serve on occasions when a Representative is unavailable or unable to serve. All Representatives shall hold an administrative position in the finance or human resources department of the Member they represent. Appointment of a successor Representative or alternate representative shall be provided by each Member to the Consortium Administrator and Consortium legal counsel, and shall be updated from time to time in the discretion of each Member.

5.2 The Board shall carry out the purposes and duties of the Consortium, as set forth in this Agreement including, but not limited to, the following:

- (a) recommending changes in policy to the Members;
- (b) selecting agents, employees and independent contractors to act for the Consortium;
- (c) recommending the compensation for all such agents, employees and independent contractors;
- (d) procuring fidelity bonds for employees or other persons, as required by this Agreement or by law;
- (e) preparing and recommending to the Members the annual budget of the Consortium and any amendments to that budget;
- (f) approving educational and other programs relating to claims management;
- (g) establishing and recommending monthly and supplementary payments to the Account;
- (h) obtaining and submitting to the Members the financial reports and reports of Benefit claims described in Article III of this Agreement;
- (i) approving and paying all expenses for the operation of the Consortium;
- (j) establishing goals and objectives of the Consortium Administrator and reviewing performance of those goals and objectives on an annual basis or as needed, as determined by the Board;
- (k) such other activities as are necessarily implied or required to carry out the purposes of the Consortium.

5.3 No one serving as a voting Representative on the Board shall receive any salary or other payment from the Consortium. Any salary, compensation, payment or expenses for such Representative shall be paid by each Member separate from this Agreement; provided, however, that if the Treasurer is also a Representative and is assigned any or all of the duties that are defined in Section 8.5 as duties of the Account Manager, the Board may provide for compensating the Treasurer for any such services rendered; or if the Treasurer is also an employee of a Member, the Board may provide for reimbursing the Member for such services rendered by the Treasurer to the Consortium. Further, notwithstanding the above, the Chair or any other officer of the Board may submit to the Board for approval, and be reimbursed for,

actual expenses incurred in performing the responsibilities of his or her position as an officer of the Board. Reimbursement for such expenses shall include amounts advanced on behalf of the Consortium either by the officer himself or by a Member, and shall be in accordance with procedures and policies established by the Board consistent with the terms of this Agreement.

5.4 There shall be established by the Board an Executive Committee. The initial Executive Committee shall consist of the six Representatives designated to be the initial members of the Board by the respective Initial Members. Thereafter, commencing with the start of the first Fiscal Year when there are more than three Members of the Consortium, the Executive Committee shall consist of three members of the Board. The College of DuPage, so long as it is a Member of the Consortium, shall be entitled to have one (1) standing member of the Executive Committee, as designated by the College of DuPage. Except for the College of DuPage standing member, Executive Committee members shall be elected by the Board at the Board meeting held latest in the Fiscal Year. Commencing at the time of the first election for all members of the Executive Committee held by the Board, and excluding the College of DuPage standing member, the two of the Executive Committee members elected shall have a term of three (3) years. If any vacancy should occur among the elected Executive Committee, the Executive Committee shall, by a majority vote of the remaining Executive Committee members, fill that position for the remainder of the unexpired term. If the Executive Committee has only two remaining members and is deadlocked in its vote to fill the vacancy, the Board shall vote at its next scheduled Board meeting for a replacement member of the Executive Committee to fill the remainder of the unexpired term of the vacant member.

5.5 The Board may assign advisory tasks to the Executive Committee as approved by majority vote of the Board. The Board may by two-thirds (2/3) vote specifically accord to the

Executive Committee the authority to take any action granted to the Board in these Bylaws, except for amendment of the Bylaws, approval and amendment of the budget, admission of new members and expulsion of Members.

ARTICLE VI

Meetings of Consortium Board of Directors

6.1 Officers of the Consortium shall consist of the Chair, Secretary and Treasurer of the Board, and such other offices as are established from time to time by the Board. Officers shall be elected by the Board as set forth in Section 7.1.

6.2 Regular meetings of the Board shall be held as often as necessary to carry out the purpose of the Consortium but no less than three (3) times in each Fiscal Year. Special meetings of the Board may be called by the Chair, or by any three Representatives. Any item of business may be considered at a regular or special meeting; provided, however, that the Board may take action at a meeting only with respect to matters which have been listed for possible action on the agenda for such meeting.

6.3 Three (3) days written notice of regular or special meetings of the Board shall be given to each Representative, and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda. Any Representative providing timely notice shall have the right to have included in the agenda matters which said Representative desires to bring before the Board. The Consortium Administrator shall prepare the meeting agenda and shall consult with the Board Chair (or his or her designee) on matters to include in the agenda.

6.4 The time, date and location of regular meetings of the Board shall be determined by the Board in accordance with requirements of the Illinois Open Meetings Act.

6.5 Each Representative shall be entitled to one vote on all matters before the Board, except as otherwise stated in this paragraph. No proxy votes or absentee votes shall be permitted. However each Member may have its alternate representative, as designed in Section 5.1, vote in place of a Representative of the Member is unwilling or unable to serve and is absent from the meeting. All voting shall be conducted in public and in accordance with the rules of procedure established pursuant to Section 6.7 of this Agreement. The voting rights of a Member which has given notice of its intended withdrawal from the Consortium shall be subject to the limitation set out in Section 19.2 of this Agreement.

6.6 A quorum shall consist of a majority of the Representatives. Except as otherwise provided in this Agreement, a simple majority of a quorum shall be sufficient to pass upon all matters.

6.7 The Board may establish rules governing its own conduct and procedure, to the extent not contrary to this Agreement, and such rules shall govern all meetings of the Board. The Board has established a separate Investment Policy which shall govern the Consortium's policies with respect to the investment of public funds.

6.8 Minutes of all regular and special meetings of the Board shall be taken by the Secretary or the Secretary's designee and shall be sent to the Representative(s) of each Member.

6.9 All meetings of the Board shall be conducted in the manner required by law including, but not limited to, the Illinois Open Meetings Act, 5 ILCS 120/1 et seq. In the event of conflict between any provision of this Agreement and any provision of any applicable law, this Agreement shall be deemed modified to the extent necessary to comply with such law. In addition to any notices of meetings he may be required to serve under this Agreement, the Chair shall cause to be published any schedule or notice of meetings of the Board required by law.

ARTICLE VII

Consortium Officers and Consortium Administrator

7.1 By or before the last scheduled meeting of the Fiscal Year ending in even numbered years (*e.g.* spring or summer of 2020, 2022, 2024, etc.), the Board shall elect one of the Representatives to serve as Chair, one of the Representatives to serve as Treasurer, and another of the Representatives to serve as Secretary. The officers' terms shall commence at the beginning of the next Fiscal Year and shall be for two (2) full Fiscal Years, expiring at the end of the second Fiscal Year. The Board may from time to time establish other offices and may elect a Representative to serve in any such offices. The Board may fill any vacancies which may occur in such offices until the end of the current term, and may designate a Chair *Pro Tem* to serve in the absence of the Chair. All officers shall be elected by the Board pursuant to voting and meeting requirements in Article VI.

7.2 The Chair shall preside at all meetings of the Board. The Chair may request information from any officer of the Board or any employee or independent contractor of the Consortium. The Chair shall vote on all matters that come before the Board. The Chair shall be an authorized signatory on the financial accounts of the Consortium. The Chair shall have such other powers as are set forth in these Bylaws and such other powers as he may be given from time to time by action of the Board.

7.3 The Secretary shall:

- (a) Record all proceedings of the Board and supply minutes to all Members;
- (b) Keep and maintain all permanent records of the Consortium;
- (c) In general, perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned;
- (d) In the absence of the Chair or in the event of the inability or refusal of the Chair to act, the Chair *Pro Tem*, if one has been designated, or otherwise the Secretary

shall perform the duties of the Chair and, when so acting, shall have all of the powers and be subject to all the restrictions upon the Chair.

7.4 The Treasurer shall be a signatory on the financial accounts of the Consortium.

Further, the Treasurer shall perform all duties as may be assigned to the Treasurer by the Board, including any duties set forth in Section 8.5. The Treasurer shall execute a bond with a surety company authorized to do business in the State of Illinois as surety, payable to the Community College Health Consortium and conditioned upon the faithful discharge of his or her duties. The penalty of the bond shall be in an amount greater or equal to the expected total funds on deposit in the Account and shall be increased or decreased from time to time as the total funds increase or decrease, whenever in the judgment of the Board such increase or decrease is deemed necessary. The form of bond shall be that commonly used for community college treasurers and shall be paid for as an administrative expense of the Consortium.

7.5 The Board may from time to time establish other offices of the Board and may elect a Representative of the Board to serve in any such offices. Except as provided elsewhere in this Agreement, the Board shall fill any vacancies which may occur in such offices for the remainder of the term. The Board may remove the Chair, Secretary, Treasurer or an Executive Committee member for failure or refusal to comply with this Agreement or the lawful directions of the Board, or action detrimental to the interests of the Consortium, by a two-thirds (2/3) vote of all Board members.

7.6 The Consortium Administrator shall supervise and manage the day-to-day operations of the Consortium and carry out the purposes of the Consortium as directed by the Board. The Board may provide for compensating the Consortium Administrator for its service as such. Among the duties and authority of the Consortium Administrator shall be the following:

- (a) To perform all duties incident to the office of Consortium Administrator, to work with the Claims Administrator and Account Manager, and to perform such other

duties as may be prescribed by the Board consistent with this Agreement from time to time;

- (b) To prepare a proposed annual administrative budget for the Consortium and the proposed monthly premium rates for Member payments into the Account, and to submit such proposals to the Executive Committee for recommendation to the Board;
- (c) To make recommendations regarding policy decisions, the creation of other Consortium offices and the employment of agents, employees and independent contractors;
- (d) At each regular meeting of the Board and at such other times as requested to do so by the Board, to present a full report of the Administrator's activities and the fiscal condition of the Consortium;
- (e) To report monthly to each Member on all Benefit claims filed and payouts made for that Member;
- (f) Within the constraints of the budget approved by the Board, to direct the Account Manager to make distributions from the Account for payment of Benefit claims and the administrative expenses of the Consortium;
- (g) To provide continuing supervision of Benefits with annual evaluation of current plans and renewal requirements;
- (h) To market and place all excess insurance coverage on a "best efforts" basis and in accordance with all applicable law.

7.7 In the absence of the Consortium Administrator or designee, or in the event of the inability or refusal of the Consortium Administrator to act, the Chair may with the approval of the Board perform the duties of the Consortium Administrator and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Consortium Administrator.

7.8 The service fee to be paid to the Consortium Administrator and the terms and conditions of the contract between the Consortium Administrator and the Board shall be set forth in a separate written contract.

ARTICLE VIII

Account and Account Manager

8.1 Administration

The cost of administering the Consortium shall be borne by each Member in direct proportion to the number of employees of such Member whose Benefits are to be paid by the Consortium as compared to the total number of such persons served by the Consortium. It shall be the objective of the Consortium to ensure that the Account will contain a sufficient amount at all times to pay all of the Benefits of the Plan(s) and the administrative expenses of the Consortium, and the provisions of the Funding Policy in 8.2 below are adopted to that end.

8.2 Funding Policy

Monthly funding levels of the Account will be in accordance with the schedule developed and recommended by the Consortium Administrator and approved by the Board.

Payments into the Account will be developed and administered in the following manner:

- (a) At least ninety (90) days prior to the start of each health plan year, the Consortium Administrator will determine, on the basis of actual claims data, the amount of premium payments from all of the Members necessary to pay anticipated benefits claims and administrative expenses, to pay for any excess insurance coverage, and to maintain the Reserve Fund balances;
- (b) The Consortium Administrator, upon approval of the Board and in accordance with this Agreement, will purchase the approved Excess Insurance coverage and other insurance;
- (c) The Account will be administered during the Fiscal Year as a single fund without regard to the level of Benefit payments made to the Employees of a particular Member.

8.3 Supplementary Payments

If, during any Fiscal Year, the funds on hand in the Account are not sufficient to pay Benefits or expenses of administration, the Board shall require a supplementary payment from all

Members. Such payment shall be made in the same proportion as prior payments during that year to the Consortium.

8.4 Required Payments

During any Fiscal Year, a Member shall only be required to make payments into the Account for those Employees and/or dependents within those covered classes established at the beginning of each month of such Fiscal Year who are from time to time employed by such Member.

8.5 Account Manager

The Consortium Treasurer shall be the Account Manager for the Consortium unless a different Account Manager is selected by the Board pursuant to the terms of this Agreement. The Account Manager shall, before commencing his or her duties, execute a bond with a surety company authorized to do business in the State of Illinois as surety, payable to the Community College Health Consortium and conditioned upon the faithful discharge of his or her duties. No additional bond is required if the Account Manager has already executed a bond in accordance with Section 7.4. The penalty of the bond shall be in an amount equal to the expected total funds on deposit in the Account and shall be increased or decreased from time to time as the total funds increase or decrease, whenever in the judgment of the Board such increase or decrease is deemed necessary. The form of bond shall be that commonly used for community college treasurers and shall be paid for as an administrative expense of the Consortium. Among the duties of the Account Manager shall be the following:

- (a) At such times as requested to do so by the Board, to present a full report of his or her actions and the fiscal condition of the Consortium;
- (b) To assist in the establishment of banking facilities to handle the flow of Benefit payments;

- (c) To provide the Consortium Administrator with a monthly accounting of payments made, with sufficient detail to provide for the audit and control of funds used;
- (d) To verify monthly accounting of additions and deletions as provided by each Member with their monthly payments;
- (e) To make such investments of the monies of the Account as are from time to time directed by the Board, made in accordance with the Board's Investment Policy, and to credit all interest income to the Account.

8.6. Permitted Use of Individual Reserve Account

Amounts in a Member's Individual Reserve Account may be utilized to pay the Member's current claims or premiums. A Member may withdraw any amount from its Individual Reserve Account provided that the Reserve Account Obligation, as set forth in Section 2.20, is maintained. The Reserve Account Obligation may be waived or otherwise modified only by a majority vote of the Board upon a finding of financial hardship of the Member seeking to reduce its Reserve Account Obligation. A Member seeking to withdraw funds from the Individual Reserve Account shall notify the Treasurer of the requested withdrawal. The Treasurer shall consult with the Consortium Administrator and the Consortium's auditors to confirm that the Member's Reserve Account Obligation will be maintained after the withdrawal before releasing any funds to the Member. A Member may make no more than one (1) withdrawal from its Individual Reserve Account per Fiscal Year for use to offset current premiums, and only one (1) Member may make a withdrawal from its Individual Reserve Account per quarter on a first-come first-served basis, subject to the discretion of the Board Chair and Treasurer in consultation with the Consortium's auditors, and in accordance with established procedures. The Member's Reserve Account Obligation will be determined based upon the most recent audit for the Consortium. Members withdrawing from the

Consortium may withdraw funds from its Individual Reserve Account in accordance with Section 19.3.

8.7 Reserve Account Obligation

If, during any Fiscal Year, a Member's Individual Reserve Account balance is reduced to less than the required amount in the Reserve Account Obligation, the Member shall make payments to its Individual Reserve Account to meet the Reserve Account Obligation. A Member that fails to comply with the Reserve Account Obligation for two (2) consecutive Fiscal Years shall receive a censure from the Board relating to the failure to comply with the Reserve Account Obligation. Within sixty (60) days following the end of the second Fiscal Year that the Member failed to meet the Reserve Account Obligation, the Member, with assistance from the Consortium Administrator, shall prepare a Deficit Reduction Proposal explaining how the Member will meet its Reserve Account Obligation, including a timeline for such compliance. The Board shall vote to approve the Deficit Reduction Proposal, which shall require a majority vote of the quorum present for approval. If the Board does not approve the Deficit Reduction Proposal, the Member shall prepare an amended Deficit Reduction Proposal and submit it to the Board within sixty (60) days for Board approval as set forth above. If the Board does not approve a Deficit Reduction Proposal, or if the Member fails to comply with the Deficit Reduction Proposal, or if the Member fails to comply with the Reserve Account Obligation for a third Fiscal Year, the Consortium may, by majority vote of the quorum present, vote to revoke the voting rights of the Member that fails to meet the Reserve Account Obligation. The Board may also take any action permitted by Article XVIII.

8.8 Reserve Fund Deficit

If, during any Fiscal Year, a Member shall have failed to meet its Reserve Account Obligation and the Consortium shall have advanced funds on behalf of a Member such that the Member incurs a deficit balance in its Individual Reserve Account, the Member shall make payments to its Individual Reserve Account to meet remove the deficit.

A Member that has a deficit at the end of a Fiscal Year shall receive a censure from the Board relating to the deficit. If the Member is unable to or otherwise fails to make the payment to remove the deficit, then within sixty (60) days following the end of the Fiscal Year with a deficit, the Member, with assistance from the Consortium Administrator, shall prepare a Deficit Reduction Proposal explaining how the Member will (1) remove any the deficit, (2) reimburse any amounts that Members paid on account of the deficit or to otherwise maintain the Reserve Fund balances, and (3) establish a timeline for completing the deficit reduction. The Board shall vote to approve the Deficit Reduction Proposal, which shall require a majority vote of the quorum present for approval. If the Board does not approve the Deficit Reduction Proposal, the Member shall prepare an amended Deficit Reduction Proposal and submit it to the Board within sixty (60) days for Board approval as set forth above. If the Board does not approve a Deficit Reduction Proposal, or if the Member fails to comply with the Deficit Reduction Proposal, or if the Member fails to remove the deficit during the following Fiscal Year, the Consortium may, by majority vote of the quorum present, vote to revoke the voting rights of the Member with the deficit. The Board may also take any action permitted by Article XVIII. The Consortium will address the deficit as provided for in Section 8.2(a).

A Member that has a deficit in its Individual Reserve Account shall be liable to the other Members for any claim liabilities resulting from the deficit, including any additional Benefits and administrative expenses that the other Members paid due to the deficit, or any additional

amounts that said Members paid to maintain Reserve Fund balances pursuant to Section 8.2. A Member shall remain liable for any claim liabilities or expenses caused by its deficit pursuant to Article XIV, even if the Member is expelled pursuant to Article XVIII.

ARTICLE IX

Plan of Benefits

9.1 The Plan of Benefits shall include the benefit plans maintained pursuant to this Agreement as selected by each Member. The Plan of Benefits may be changed from that currently offered subject to the procedures and conditions in this Article. A Member desiring to change a benefit plan shall notify the Consortium Administrator at least ninety (90) days prior to the intended effective date of such change, and such change shall be subject to a redetermination on an actuarial basis of the payments due the Consortium. The Consortium Administrator shall make a determination as to the amount of the increased or reduced payment required in light of the change in the benefits plan for that member. The Consortium Administrator may reject the proposed change in benefits plan in whole or in part if it should find that the estimated cost of the proposed benefits plan cannot reasonably be covered by increased payments, is inconsistent with insurance coverage purchased by the Consortium, cannot be reasonably or economically administered, or is otherwise inconsistent with the Intergovernmental Agreement and Bylaws of the Consortium or its operational or financial stability. If the Member disputes the amount of the redetermination, or a complete or partial rejection of the proposed change in benefits plan, a final decision regarding such amount or the benefits plan change shall be made by the Executive Committee.

9.2 Except as otherwise provided herein, for the period of their membership in the Consortium, all Members shall provide medical benefits offered within the Consortium.

9.3 Although Members may choose a specific benefit plan, subject to Section 9.1 above, such selection shall not entitle the Member to receive payments from the Account if the Excess Insurance purchased for all Members does not provide coverage in those areas or coverage up to the amounts set forth within the specific plan of benefits of the Member. In such case, the obligation to make such payments shall be that of the Member. The obligation of the Consortium to pay claims covered by Excess Insurance shall be limited to the receipt and distribution of all amounts paid by the excess insurance companies within the coverage provided by those policies, and any inability of the excess insurance companies to pay shall not establish an obligation of the Consortium.

ARTICLE X

Excess Insurance

The Consortium may cause to be purchased Excess Insurance from a company authorized to conduct the business of insurance in the State of Illinois. The amount and types of any Excess Insurance to be purchased shall be established by the Board annually based upon the recommendation of the Consortium Administrator at the time that payments into the Account for such years are established and approved by the Board.

ARTICLE XI

Matters Requiring Approval by Supermajority Vote

The following matters shall require the approval of two-thirds (2/3) of all Representatives on the Board who are not subject to the limitation on voting rights provided for in Section 19.2 of this Agreement:

- (a) Amendments to this Agreement;
- (b) The annual budget of the Consortium and any supplements or amendments thereto;

- (c) The expulsion of a Member from the Consortium;
- (d) The addition of a Member to the Consortium;
- (e) Termination of the Consortium.

ARTICLE XII

Obligations of Members

The obligations of each Member shall be as follows:

- (a) To pay promptly all monthly and supplementary or other payments to the Account at such times and in such amounts as are established within the scope of this Agreement;
- (b) To select promptly Representatives to serve on the Board and any successors to such Representatives;
- (c) To cooperate fully with the Consortium Administrator, the Account Manager, the Claims Administrator, the Consortium's attorneys and auditors, and any agent, employee, officer or independent contractor of the Consortium in any matter relating to the purpose and powers of the Consortium;
- (d) To maintain and furnish to the Claims Administrator a current list of all Employees of the Member and all covered employees under the Plan(s), and such other data, documents and any other information as may be required by the Plan(s), the Consortium Administrator, the Account Manager or the Board;
- (e) To promptly notify all of its Plan participants of its withdrawal or expulsion from the Consortium;
- (f) To act promptly on all matters requiring approval by the Members and to not withhold such approval unreasonably or arbitrarily;
- (g) To take no action inconsistent with this Agreement.

ARTICLE XIII

Liability of Board or Officers

13.1 The Representatives and the officers of the Consortium shall use ordinary care and reasonable diligence in the exercise of their authority and in the performance of their duties. They shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action made, taken or omitted by any agent, employee or

independent contractor selected with reasonable care; nor for loss incurred through investment of Consortium funds, or failure to invest. No Representative or officer shall be liable for any action taken or omitted by any other Representative or officer. No Representative shall be required to give a bond or other security to guarantee the faithful performance of his or her duties hereunder except as required by this Agreement or by law. The Account shall be used to defend and hold harmless any Representative or officer of the Consortium for actions taken by the Board or performed by the Representative or officer within the scope of his or her authority. The Consortium may purchase insurance providing similar coverage for Representatives and/or officers or may provide payments to self-insure such coverage.

13.2 All Representatives and officers of the Consortium shall, whenever such Representative and/or officer takes action on behalf of the Consortium either directly or indirectly, or who fails to take any such action, be deemed to be acting in such Representative and/or officer's official capacity not only as a Representative of the Consortium, but also in such officer's official capacity in the Member which designated him as its Representative to the Board. Each Member shall fully indemnify any Representative and/or officer of the Consortium which represents such Member to the full extent provided under Section 3-29 of the Illinois Public Community College Act (110 ILCS 805/3-29) and all other applicable laws.

ARTICLE XIV

Contractual Obligation

The obligations and responsibilities of the Members set forth in this Agreement, including the obligation to take no action inconsistent with this Agreement, shall remain a continuing obligation and responsibility of each Member. This Agreement may be enforced in law or equity either by the Consortium itself or by any Member. The consideration for the duties

imposed upon the Members by this Agreement is based upon their mutual promises and agreements set forth herein and the advantages gained by the Members through self-insurance and reduced administrative costs for the processing of employee benefits. Except to the extent of the limited financial contributions to the Consortium each Member has agreed to make, no Member agrees by this Agreement to be responsible for any claims of any kind against any other Member. The Members intend in the creation of the Consortium to establish an organization for joint administration of employee benefits within the scope set forth in this Agreement only and do not intend to create between the Members any relationship of partnership, surety, indemnification or liability for the debts of or claims against another.

ARTICLE XV

Claims and Coverage

15.1 The Members agree and acknowledge that to the extent that any Member has entered into a collective bargaining agreement with its employees which is in effect on the date of execution hereof, said collective bargaining agreement shall control the provision of insurance coverage by the Member to its employees. To the extent that a collective bargaining agreement guarantees insurance coverage in excess of the Plan(s) hereunder, it shall be the sole responsibility of said Member to insure conformance with its collective bargaining agreement. If such coverage in excess of the Plan(s) results in documented additional administrative expense to the Consortium, said Member shall, upon receipt of such documentation and of a demand for payment, reimburse the Consortium for such administrative expense.

15.2 Claim Payments

- (a) A "claim" shall constitute notification in a form acceptable to the Plan that services have been rendered or furnished an Employee or an Employee's dependent eligible for benefits under the Plan. This notification must set forth in full the details of such service including, but not limited to, the specific services

rendered or furnished, date of service, applicable diagnosis, and the charges for such services. Upon receipt of a claim, the Plan shall pay benefits in accordance with the Plan;

- (b) Provided that the Members pay the monthly advance payments when due and perform the other obligations under this Agreement, the Plan shall pay benefits in accordance with the Plan, as claims are submitted to the Plan for payment;
- (c) A determination by the Plan in accordance with the terms of this Agreement that an Employee is entitled to payment in accordance with the Plan and pursuant to this Agreement is conclusive evidence of the liability for such payment except as to any overpayments which are clerical in nature or result from negligent administration by the Claims Administrator.

15.3 Late Payments and Remedies

- (a) At the Board's option, if any monthly advance payment due under this Agreement is not paid by any Member when due, the Board shall provide written notice of same to the Member thirty (30) days after such delinquency. The Board may terminate the processing and payment of claims effective fifteen (15) days after written notice to the Member, notwithstanding the fact that such written notice was not provided within the thirty (30) day requirement stated herein;
- (b) The foregoing remedy shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in the Board's favor existing at law or in equity. Any waiver by the Board of any right in regard to an overdue payment shall extend only to that particular default and shall not operate as a waiver of any future default or of the terms for payment due under this Agreement.

ARTICLE XVI

The Claims Administrator

16.1 The Claims Administrator shall be selected by the Board pursuant to the terms of this Agreement.

16.2 Among the duties of the Claims Administrator shall be the following:

- (a) To report monthly to the Consortium Administrator and Member on all Benefit claims filed and payouts for each Member;
- (b) To provide suitable facilities, personnel, procedures, forms and instructions for the administration of claims under the Plans and this Agreement;
- (c) To prepare the descriptive booklets and identification cards for the Plans;

- (d) To determine, in accordance with the Plan(s), the qualification of claims submitted, making such investigation as may be necessary;
- (e) To make payment of the amounts due Employees and their eligible dependents for medical services that qualify under the Plans;
- (f) To coordinate claims where other group coverages apply to the same claim;
- (g) To verify eligibility and coverage for all health providers;
- (h) To provide advice to the Consortium Administrator or the Board on disputed or non-routine claims and to make the initial determination as to coverage, and to keep complete records regarding all such disputed and non-routine claims;
- (i) To perform all other duties required under this Agreement and/or customarily performed by professional claims administrators.

16.3 The annual service fee to be paid to the Claims Administrator and the terms and conditions of the contract between the Claims Administrator and the Board shall be as set forth in a separate written contract.

ARTICLE XVII

Admission of New Members

17.1 Due Diligence

Prior to the Board extending a final invitation to a new community college district to become a member of the Consortium, the Consortium Administrator shall meet with the Executive Committee to review the Consortium Administrator's underwriting report and proposal for the prospective new member.

17.2 Required Vote

Upon the approval of two-thirds (2/3) of all the Representatives on the Board, any Illinois community college district may become a member of the Consortium.

17.3 Time of Admission

Any new Member may, upon the required approval, enter the Consortium; however, the time when the new Member commences participation in a specific benefit plan is subject to approval of the Claims Administrator.

17.4 Term of New Membership

The minimum term for which any new Member shall contract at the time of initial admission shall be three (3) years from the date of the admission.

17.5 Premium Rates

Upon admission, a new Member will pay a premium as determined by the Consortium Administrator based on its unique claims experience, number of participants and Plan elections, and as approved by the Executive Committee.

17.6 New Member Reserve Account Obligations

A newly admitted Member shall establish an Individual Reserve Account in accordance with the aforementioned Reserve Account Obligations of current Members. A new Member shall establish such Reserve Account within the first three (3) years of admittance to the Consortium, except that an extension may be granted by a majority vote of the Board in the event of a finding of financial hardship or if the Member provides evidence that it holds additional funds within its internal health insurance pool that are committed to the purpose of paying health insurance claims.

ARTICLE XVIII

Expulsion of a Member

18.1 By the vote of two-thirds (2/3) of the entire membership of the Board, except for the Representative of the Member whose expulsion is being voted upon, the Board may expel any Member from the Consortium for failure to comply with the Member's obligations as

defined in this Agreement or for taking any action which impairs the ability of the Consortium to carry out its purpose and power. Such expulsion shall take effect in the manner set out below.

18.2 No Member may be expelled except after notice from the Board of the alleged failure to comply with the Member's obligations under the Agreement, and after a reasonable opportunity of not less than fifteen (15) days to cure the alleged failure. Within such fifteen (15) day period, the Member may request a hearing before the Board before any decision is made as to whether to recommend expulsion. The Board shall set the date for such hearing, which shall not be less than fifteen (15) days after expiration of the time to cure. The Board may appoint a hearing officer to conduct such hearing and make a recommendation to the Board based upon findings of fact; provided, however, that if the hearing is conducted by a hearing officer, the Member may request a further hearing before the Board. Such request shall be in writing and addressed to the Board Chair. If the Board conducts the hearing itself, it may make a decision at the close of the hearing. Expulsion of a Member after notice and hearing as set forth in this Section shall be final when approved by the Board as specified in Article XI and shall become effective thirty (30) days following such approval.

18.3 After expulsion, the former Member shall continue to be fully liable for any payments due to the Account prior to the expulsion, and any other unfulfilled obligation incurred in consequence of membership, as if it were still a Member of the Consortium. Further, the expelled Member shall pay an amount equal to three (3) times the monthly charge for Consortium administration fees, based on the Member's monthly assessed fee for administrative services in the month immediately preceding expulsion. Commencing three (3) months after expulsion, the expelled Member shall pay an administrative fee on a per claim basis for all

claims processed by the Consortium, in an amount as recommended by the Claims Administrator and approved by the Board.

18.4 After expulsion, and provided the expelled Member has paid all applicable fees, the Consortium shall pay benefit claims of the expelled member which were incurred during its period of Membership, and not previously paid, but only up to an amount which does not exceed, in the aggregate, fifteen percent (15%) of the actual paid claims for the Member during the last year in which it was a Member, excluding amounts paid or to be paid by the Consortium's excess insurance policies. After such amount has been paid, no benefit claims of the expelled Member shall be processed or paid by the Consortium, and such claims shall be the sole responsibility of the expelled Member. In no event shall the Consortium be obligated to pay any claims that are not submitted for payment within the first twelve (12) months immediately following the expulsion. The Consortium shall have no obligation with respect to claims incurred by an expelled Member after the effective date of such expulsion. In the event there is a negative balance in the Consortium pooled account at the time of expulsion of the expelled Member, the Board shall require supplementary payments from the expelled Member to fund the deficit within the first twelve (12) months following the effective date of the expulsion.

18.5 The obligation of the Consortium to administer claims incurred by an expelled Member under the Plan prior to the effective date of expulsion shall continue for such claims as may have been or may be validly filed under the Plan; provided, however, that the expelled Member shall in conjunction with a final accounting be required to reimburse the Consortium for the expense of maintaining, for one year following the effective date of expulsion, excess or stop loss coverage for claims incurred but not reported by such Member's participating Employees before that date.

ARTICLE XIX

Withdrawal from the Consortium

19.1 No Member shall have the right to withdraw from the Consortium during the five (5) year period immediately following its admission to the Consortium. A Member may withdraw at the end of any Plan year by providing written notice to the Board at least one hundred and twenty (120) days prior to the end of the Plan year. The withdrawing Member shall remain responsible to make any and all payments due and owing by it to the Consortium as of the effective date of withdrawal. The rights, duties and obligations of the Consortium with respect to a withdrawing Member, and the rights, duties and obligations of a withdrawing Member to the Consortium shall be the same as those with respect to an expelled Member as set forth in Article XVIII. If any Member, in breach of this contract, should seek to withdraw from the Consortium other than in the manner provided for herein, the Consortium shall, in addition to any other remedy permitted by law, have the choice of requiring the withdrawing Member to fulfill its contractual and financial obligations to the Consortium, or the Board may elect to permit the Member to withdraw from the Consortium, and in that case the Consortium may choose to pay no claims of Employees of the Member filed subsequent to the date of the withdrawal. This remedy shall be in addition to that provided in Article XV, and shall not require notice or hearing.

19.2 A Member which has given notice of its intended withdrawal from the Consortium shall direct its Representative(s) on the Board to abstain from voting on any matters which may come before the Board prior to the effective date of the Member's withdrawal.

19.3 No earlier than the effective date of the Member's withdrawal from the Consortium, the former Member may withdraw funds from its Individual Reserve Account

provided that the account maintains a balance of at least 20% of claims and administrative costs paid for the Member in the prior Fiscal Year. The Member may withdraw any remaining amounts in the Individual Reserve Account no earlier than one year following the effective date of the Member's withdrawal from the Consortium.

ARTICLE XX

Termination of the Consortium

The Consortium shall terminate upon the occurrence of any one of the following events:

- (a) A final determination by a court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Consortium is invalid or contrary to law;
- (b) The number of persons covered by the Plans administered by the Consortium falls below 850; provided however that any two or more of the Members may elect within sixty (60) days of the occurrence of such event to continue the Consortium with respect to themselves;
- (c) The Members approve termination in accordance with Article XI, subparagraph (e).

Upon termination of the Consortium, the rights and duties of the Consortium to each Member and the rights and duties of each Member to the Consortium shall be the same as those with respect to an expelled Member.

ARTICLE XXI

Amendment of Intergovernmental Agreement and Bylaws

The Intergovernmental Agreement and Bylaws of the Consortium may be amended from time to time upon approval of two-thirds (2/3) of the Representatives on the Board that are then holding office.

ARTICLE XXII

Miscellaneous

22.1 Notice

Any notice required by this Agreement shall be in writing and shall be deemed to have been given when deposited in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the Consortium: To the Chair at his or her business office, with a copy to the Consortium Administrator.

If to the Members: To the address set forth in Appendix A, or to such other address as any party to this Agreement may from time to time specify in writing to the other parties and to the Consortium.

22.2 Section Headings

The Section headings inserted in this agreement are for convenience only and are not intended to and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

22.3 Validity and Savings Clause

In the event any provision of this Agreement shall be declared by a final judgment of a court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to any Member, the lawfulness, constitutionality or validity of the remainder of this Agreement shall not be deemed affected thereby.

22.4 Counterparts and Signatures

This Agreement, and any amendments thereto, may be executed in any number of counterparts which taken together shall constitute a single instrument. Facsimile signatures will be binding to the same extent as original signatures.

IN WITNESS WHEREOF, the Members of the Consortium approve and adopt this Intergovernmental Agreement and Bylaws.

COLLEGE OF DUPAGE COMMUNITY
COLLEGE DISTRICT NO. 502

BY: _____

Date: _____, 20__

McHENRY COUNTY COLLEGE
DISTRICT NO. 528

By: _____

Date: _____, 20__

MORAIN VALLEY COMMUNITY
COLLEGE DISTRICT NO. 524

BY: _____

Date: _____, 20__

TRITON COLLEGE DISTRICT NO. 504

By: _____
Mark R. Stephens, Board Chairman

Date: _____, 20__

OAKTON COMMUNITY COLLEGE
DISTRICT NO. 535

BY: _____

Date: _____, 20__

ILLINOIS VALLEY COMMUNITY
COLLEGE DISTRICT NO. 513

BY: _____

Date: _____, 20__

SAUK VALLEY COMMUNITY
COLLEGE DISTRICT NO. 506

BY: _____

Date: _____, 20__

KISHWAUKEE COLLEGE DISTRICT
NO. 523

BY: _____

Date: _____, 20__

APPENDIX A

COLLEGE OF DUPAGE COMMUNITY COLLEGE DISTRICT NO. 502

Attn: Chair of the Board of Trustees
425 Fawell Boulevard
Glen Ellyn, IL 60137-6599

MORAIN VALLEY COMMUNITY COLLEGE DISTRICT NO. 524

Attn: Chair of the Board of Trustees
9000 W. College Pkwy.
Palos Hills, IL 60465-0937

OAKTON COMMUNITY COLLEGE DISTRICT NO. 535

Attn: Chair of the Board of Trustees
1600 E. Golf Road
Des Plaines, IL 60016

MCHENRY COUNTY COLLEGE DISTRICT NO. 528

Attn: Chair of the Board of Trustees
8900 U.S. Highway 14
Crystal lake, IL 60012

TRITON COLLEGE DISTRICT NO. 504

Attn: Chair of the Board of Trustees
2000 5th Avenue
River Grove, IL 60171

ILLINOIS VALLEY COMMUNITY COLLEGE DISTRICT NO. 513

Attn: Chair of the Board of Trustees
815 Orlando Smith Avenue
Oglesby, IL 61348-9692

SAUK VALLEY COMMUNITY COLLEGE DISTRICT NO. 506

Attn: Chair of the Board of Trustees
173 IL Rt. 2
Dixon, IL 61021

KISHWAUKEE COLLEGE DISTRICT NO. 523

Attn: Chair of the Board of Trustees
21193 Malta Rd.
Malta, IL 60150

**COMMUNITY COLLEGE HEALTH CONSORTIUM
INTERGOVERNMENTAL AGREEMENT AND BYLAWS**

INDEX

	PAGE
Prefatory Recitals.....	1
Article I – Establishment and Purpose of Intergovernmental Consortium.....	2
Article II – Definitions.....	3
Article III – Authority and Duties of the Consortium.....	7
Article IV – Continuing Operations of the Consortium.....	8
Article V – Board of Directors and Executive Committee.....	8
Article VI – Meetings of Consortium Board of Directors	11
Article VII – Consortium Officers and Consortium Administrator.....	13
Article VIII – Account and Account Manager	16
Article IX – Plan of Benefits	20
Article X – Excess Insurance.....	22
Article XI – Matters Requiring Approval by Supermajority Vote	22
Article XII – Obligations of Members.....	22
Article XIII – Liability of Board of Officers	23
Article XIV – Contractual Obligation.....	24
Article XV – Claims and Coverage	25
Article XVI – The Claims Administrator	26
Article XVII – Admission of New Members.....	27
Article XVIII – Expulsion of a Member.....	28
Article XIX – Withdrawal from the Consortium.....	30
Article XX – Termination of the Consortium.....	32

Article XXI – Amendment of Intergovernmental Agreement and Bylaws32
Article XXII – Miscellaneous32
Member Signature Pages34
Appendix A – List of Members35
Index36

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of November 28, 2023

ACTION EXHIBIT NO. 16955

SUBJECT: 2024 PAYFLEX FSA ADMINISTRATIVE SERVICES FEES

RECOMMENDATION: That the Board of Trustees approve PayFlex as the third-party administrator for the Triton College Flexible Spending Account Plan for the 2024 calendar year. The annual agreement fee is \$750 with a per member monthly claims administration fee of \$4.63. This represents a 0% increase from calendar year 2023.

RATIONALE: PayFlex is a highly regarded claims administrator that accurately follows IRS expense reimbursement guidelines and is known for consistently providing excellent customer service and processing claims for reimbursement in a timely manner through file feeding integration with the College's health plan administrator.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

PAYFLEX® Flexible Spending Account

Triton College

Januray 1, 2024 to December 31, 2024

	Fee
<u>Implementation Fee</u>	\$0.00
<u>*Annual Fee</u>	\$750.00
**Monthly Fee	
Monthly Administration Fee Per Member	\$4.63

<u>Optional Service Fees</u>	
Onsite Enrollment Meeting Support (Less than 500 eligible or more than one meeting for groups with 500 plus eligible)	\$500.00 per day
Customized participant materials, co-branded debit card, and other custom communication requests	\$150.00 per hour Statement of work required
Election Confirmation Lead time: Done at the time of implementation/renewal	\$0.12 per member per month
<u>Miscellaneous Fees</u>	
Customized Reporting	\$150.00 per hour Statement of Work required.
Takeover Administration (Previous Plan Year)	\$1,000.00
Rejected / NSF Customer Funding ACH Transactions	\$50.00 per occurrence of any plan sponsor funding ACH pull that is rejected.
Non-discrimination testing	TBD based on testing requirements.
Failure to Fund Release Claim	Any funding due to PayFlex for claims paid on behalf of Company that remains unpaid after twenty (20) banking days shall be subject to a fee ("Failure to Fund Fee"). The Failure to Fund Fee shall be calculated as one-hundred twenty five (125) basis points above the three (3) month United States Dollar London Interbank Offered Rate. If such Failure to Fund Fee shall be calculated at a rate not to exceed regulatory rates, based on the average daily balance outstanding across all non-funded days.
<p>*Annual fee includes upon written request:</p> <ul style="list-style-type: none"> · Standard enrollment materials, limited to the number of eligible employees · Electronic sample of a Plan Document and Summary Plan Description <p>**Members are defined as:</p> <ul style="list-style-type: none"> · An employee in active status · A terminated employee with a balance greater than \$10.00. Billing for terminated employees continues for three billing cycles after termination, or until the member's balance drops below \$10.00. 	

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of November 28, 2023

ACTION EXHIBIT NO. 16956

SUBJECT: 2024 BLUE CROSS BLUE SHIELD PPO PREMIUM RATES

RECOMMENDATION: That the Board of Trustees approve the monthly premium rates for the Blue Cross Blue Shield PPO Health Plan effective January 1, 2024. The monthly premium rate calculation is based upon a combination of claim history, stop-loss insurance rates, trend factor, and administration fees. Current premium rates are: Employee, \$1,198.45; Employee + 1 Dependent, \$2,434.48; Family, \$3,253.71. Calendar year 2024 rates represent a 3% increase and will be: Employee, \$1,234.39; Employee + 1 Dependent, \$2,507.52; Family, \$3,351.33.

RATIONALE: The premium rates are the monthly cost for each tier of the health plan and what is charged as COBRA to separated or terminated employees and dependents that were enrolled in the PPO health plan.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

2024 BCBS Premium Rates



Medical/Rx	Enrollment	Monthly Premium Equivalents		
		2023	2024	% Change
PPO				
Employee	89	\$1,198.44	\$1,234.39	3.0%
Employee + 1	69	\$2,434.49	\$2,507.52	3.0%
Family	<u>98</u>	<u>\$3,253.72</u>	<u>\$3,351.33</u>	<u>3.0%</u>
Total	256	\$7,000,373	\$7,210,384	3.0%
HMO				
Employee	42	\$905.13	\$932.28	3.0%
Employee + 1	21	\$1,744.87	\$1,797.22	3.0%
Family	<u>28</u>	<u>\$2,658.44</u>	<u>\$2,738.19</u>	<u>3.0%</u>
Total	91	\$1,757,225	\$1,809,942	3.0%

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of November 28, 2023

ACTION EXHIBIT NO. 16957

SUBJECT: 2024 BLUE CROSS BLUE SHIELD HMO PREMIUM RATES

RECOMMENDATION: That the Board of Trustees approve the monthly premium rates for the Blue Cross Blue Shield HMO effective January 1, 2024. The monthly premium rate calculation is based upon a combination of claim history, stop-loss insurance rates, trend factor, and administration fees. Current premium rates are: Employee, \$905.13; Employee + 1 Dependent, \$1,744.87; Family, \$2,658.43. Calendar year 2024 rates represent a 3% increase and will be: Employee, \$932.28; Employee + 1 Dependent, \$1,797.22; Family, \$2,738.19.

RATIONALE: The premium rates are the monthly cost for each tier of the health plan and what is charged as COBRA to separated or terminated employees and dependents that were enrolled in the HMO health insurance plan. The HMO is provided as a more affordable option with employee co-premium rates 50% that of the PPO for the same tiers of coverage.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

2024 BCBS Premium Rates



Medical/Rx	Enrollment	Monthly Premium Equivalents		
		2023	2024	% Change
PPO				
Employee	89	\$1,198.44	\$1,234.39	3.0%
Employee + 1	69	\$2,434.49	\$2,507.52	3.0%
Family	<u>98</u>	<u>\$3,253.72</u>	<u>\$3,351.33</u>	<u>3.0%</u>
Total	256	\$7,000,373	\$7,210,384	3.0%
HMO				
Employee	42	\$905.13	\$932.28	3.0%
Employee + 1	21	\$1,744.87	\$1,797.22	3.0%
Family	<u>28</u>	<u>\$2,658.44</u>	<u>\$2,738.19</u>	<u>3.0%</u>
Total	91	\$1,757,225	\$1,809,942	3.0%

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of November 28, 2023

ACTION EXHIBIT NO. 16958

SUBJECT: 2024 DELTA DENTAL PPO PREMIUM RATES

RECOMMENDATION: That the Board of Trustees approve the Delta Dental PPO monthly premium rates effective January 1, 2024. The premium rate calculation is based upon a combination of lives, claim history, and trend factor. Calendar year 2024 rates represent a 0% increase and will be: Employee, \$31.40; Employee + 1 Dependent, \$62.80; Family \$106.58.

RATIONALE: Delta Dental has a wide network of providers, provides excellent customer service, and processes claims in a timely manner for those employees enrolled in the PPO.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

2024 Dental Renewal



Dental	Enrollment	Monthly Premium Rate		
		2023	2024	% Change
PPO Voluntary Dental				
Employee	40	\$48.06	\$48.06	0.0%
Employee + Spouse	13	\$95.85	\$95.85	0.0%
Employee + Child(ren)	10	\$95.14	\$95.14	0.0%
<u>Family</u>	<u>14</u>	<u>\$162.35</u>	<u>\$162.35</u>	<u>0.0%</u>
Total	77	\$76,713	\$76,713	0.0%
PPO Dental				
Employee	106	\$31.40	\$31.40	0.0%
Employee + Spouse	73	\$62.80	\$62.80	0.0%
Employee + Child(ren)	17	\$67.78	\$67.78	0.0%
<u>Family</u>	<u>92</u>	<u>\$106.58</u>	<u>\$106.58</u>	<u>0.0%</u>
Total	288	\$226,445	\$226,445	0.0%
Grand Total	365	\$303,158	\$303,158	0.0%

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of November 28, 2023

ACTION EXHIBIT NO. 16959

SUBJECT: 2024 DELTA DENTAL VOLUNTARY PLAN PREMIUM RATES

RECOMMENDATION: That the Board of Trustees approve the Delta Dental voluntary plan monthly premium rates for the 2024 calendar year. The premium rates calculation is based upon a combination of lives, claim history, and trend factor. Calendar year 2024 monthly premium rates represent a 0% increase and will be Employee, \$48.06; Employee + Spouse, \$95.85; Employee + Child(ren), \$95.14; Family, \$162.35.

RATIONALE: Delta Dental has a wide network of providers, provides excellent customer service, and processes claims in a timely manner for those employees enrolled in the HMO. The voluntary dental plan is fully funded by the members and provides those employees enrolled in the HMO medical plan with an option for dental benefits.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

_____	_____	_____
Mark R. Stephens Chairman	Tracy Jennings Secretary	Date

Related forms requiring Board signature: Yes No

2024 Dental Renewal



Dental	Enrollment	Monthly Premium Rate		
		2023	2024	% Change
PPO Voluntary Dental				
Employee	40	\$48.06	\$48.06	0.0%
Employee + Spouse	13	\$95.85	\$95.85	0.0%
Employee + Child(ren)	10	\$95.14	\$95.14	0.0%
<u>Family</u>	<u>14</u>	<u>\$162.35</u>	<u>\$162.35</u>	<u>0.0%</u>
Total	77	\$76,713	\$76,713	0.0%
PPO Dental				
Employee	106	\$31.40	\$31.40	0.0%
Employee + Spouse	73	\$62.80	\$62.80	0.0%
Employee + Child(ren)	17	\$67.78	\$67.78	0.0%
<u>Family</u>	<u>92</u>	<u>\$106.58</u>	<u>\$106.58</u>	<u>0.0%</u>
Total	288	\$226,445	\$226,445	0.0%
Grand Total	365	\$303,158	\$303,158	0.0%

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of November 28, 2023

ACTION EXHIBIT NO. 16960

SUBJECT: 2024 EMPLOYEE HEALTH INSURANCE CO-PREMIUMS

RECOMMENDATION: That the Board of Trustees approve the 2024 PPO Employee Co-Premium Rates as proposed by the College's Employee Health Insurance Committee. The 2024 rates represent a 3% increase over the 2023 rates equal to the increased cost of the insurance premiums paid by the College. The 2023 rates per pay period are: Employee Only, \$171.44; Employee + 1 Dependent, \$205.73; Family, \$228.59 The proposed rates per payroll effective January 1, 2024 will be as follows: Employee Only, \$176.58; Employee + 1 Dependent, \$211.90; Family, \$235.45.

RATIONALE: The Health Insurance Committee is composed of representatives from all full-time employee groups of the College that participate in the College's health plans and is responsible to make recommendations to the plans to the Board of Trustees, including changes to the annual employee co-premiums for health insurance benefits. The HMO co-premium rates remain at 50% the cost of the PPO in order to provide a more affordable option to employees.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

_____ Mark R. Stephens Chairman	_____ Tracy Jennings Secretary	_____ Date
---	--	----------------------

Related forms requiring Board signature: Yes No

**TRITON COLLEGE, District 504
Board of Trustees**

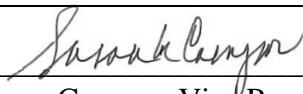
Meeting of November 28, 2023

ACTION EXHIBIT NO. 16961

SUBJECT: AGREEMENT WITH ALEXIAN BROTHERS MEDICAL CENTER

RECOMMENDATION: That the Board of Trustees approve a Program Addendum to the Master Affiliation Agreement (BOT approved 6-15-21) for Respiratory Care with Alexian Brothers Health System. This Agreement shall commence on November 29, 2023, and run until terminated. Unless otherwise amended herein, the Agreement shall remain in full force and effect pursuant to the terms thereof. To the extent there is any conflict between this Addendum and the Agreement, this Addendum shall control. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Respiratory Care program to participate in clinical education experiences at Alexian Brothers Health System-Elk Grove Village.

Submitted to Board by: 
Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens Board Chairman	Tracy Jennings Secretary	Date
---	------------------------------------	-------------

Related forms requiring Board signature: Yes No

EXHIBIT B

PROGRAM ADDENDUM TO
ABHS EDUCATION AFFILIATION AGREEMENT

DATE: 11/21/2023

ABHS FACILITY/HOSPITAL: ALEXIAN BROTHERS MEDICAL CENTER- ELKGROVE VILLAGE

DEPARTMENT WITHIN ABHS FACILITY/HOSPITAL: RESPIRATORY CARE

NAME OF EDUCATIONAL INSTITUTION: TRITON COLLEGE
SCHOOL:

PROGRAM TITLE: RESPIRATORY CARE

LENGTH OF PROGRAM: 5 SEMESTERS

NUMBER OF STUDENTS PER PROGRAM AT THE ABHS FACILITY/HOSPITAL LISTED
ABOVE: 4

CERTIFICATION/ACCREDITATION: In progress/pending collection of clinical affiliates

PROGRAM OBJECTIVES: After successful completion of the respiratory care program, the Educational Institution graduate will be able to:

- Demonstrate understanding of the following aspects of communication skills and interpersonal relationships: verbal, nonverbal, listening, conflict, gender, and diversity.
- Demonstrate the ability to acquire and evaluate clinical data and modify therapy to achieve therapeutic objectives.
- Demonstrate the ability to assess the cardiopulmonary status of patients and implement respiratory care plans.
- Determine the correct management and maintenance of the artificial and anatomical airway as well as the lung mechanics pertinent to the mechanically ventilated patient.
- Demonstrate proficient clinical skills by performing prescribed adult, pediatric and neonatal respiratory care procedures.
- Demonstrate the skills necessary to set-up, manage, and troubleshoot advanced modes of ventilation.
- Interpret diagnostics such as arterial blood gasses, capnography, hemodynamic values, hematology and electrolytes as they apply to the assessment of the care of the critically ill patient.

CLINICAL AREAS: RESPIRATORY

EDUCATIONAL INSTITUTION/SCHOOL PROGRAM COORDINATOR: Contact information (phone and/or email) for School Program Coordinator:

Lizz Molina BHA, RRT, RRT-ACCS, RRT-NPS
Chair, Respiratory Care
(708) 456-0300, Ext. 3930
elizabethmolina@triton.edu

School Area Dean:

Pamela Harmon, Dean, Health Careers & Public Service Programs
Triton College
2000 5th Ave., River Grove, IL 60171
(708) 456-0300, Ext. 3712

ABHS FACILITY DEPARTMENT HEAD: ROBERT SUMTER
Contact information (phone and email) for the Department Head:
ROBERT.SUMTER@ASCENSION.ORG

ABHS FACILITY COORDINATOR: JOSEPH.WADAS@ASCENSION.ORG
[Associate who will coordinate practicum and oversee student(s) at the ABHS Facility]
Contact information (phone and email) for the Program Coordinator
JOSEPH.WADAS@ASCENSION.ORG

NOTICES

Any notice required or permitted to be given pursuant to this Program Addendum shall be in writing and sent to the receiving party's email address set forth above or to such other address as set forth below.

EDUCATIONAL INSTITUTION/SCHOOL ADDRESS:

TRITON COLLEGE, 2000 FIFTH AVE RIVER GROVE, IL 60171

ALEXIAN FACILITY ADDRESS:

800 Biesterfield Rd, Elk Grove Village, IL 60007

Any notice sent to either party, or one of its affiliated entities, should include a copy to the Office of Legal Affairs or named legal representative.

This Program Addendum is subject to and supplements the ABHS Education Affiliation Agreement entered into with Educational Institution. In the event of a conflict between this Program Addendum and the ABHS Education Affiliation Agreement, this Addendum shall prevail. All terms and conditions not addressed by this Program Addendum shall be governed by the ABHS Educational Affiliation Agreement.

This Program Addendum shall be incorporated by reference to the ABHS Education Affiliation Agreement.

IN WITNESS WHEREOF, the individuals below have caused this Program Addendum to be executed on the dates indicated below.

**DEPT. HEAD FOR ABHS
FACILITY/HOSPITAL**

**DEPT. PROGRAM COORDINATOR
FOR ABHS FACILITY/HOSPITAL**

Signature

Signature

Printed Name

Printed Name

Date: _____

Date: _____

EDUCATIONAL INSTITUTION/SCHOOL

Signature

Mark R. Stephens

Printed Name

Title: Board Chairman

Date: _____

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of November 28, 2023

ACTION EXHIBIT NO. 16962

**SUBJECT: AGREEMENT WITH ADVOCATE HEALTH AND HOSPITALS
CORPORATON**

RECOMMENDATION: That the Board of Trustees approve a Second Amendment to the Master Affiliation Agreement (BOT approved 5-17-22) for Respiratory Care with Advocate Health and Hospitals Corporation, Advocate Northside Health Network, Advocate Condell Medical Center, Advocate Sherman Hospital, EHS Home Health Care Service, Inc., and Meridian Hospice (collectively, "Advocate" or "Facility"). This Agreement shall commence on November 29, 2023, and run until terminated. Unless otherwise amended herein, the Agreement shall remain in full force and effect pursuant to the terms thereof. To the extent there is any conflict between this Amendment and the Agreement, this Amendment shall control. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Respiratory Care program to participate in clinical education experiences at Advocate Health and Hospitals Corporation.

Submitted to Board by: _____

Susan Campos
Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

SECOND AMENDMENT TO MASTER AFFILIATION AGREEMENT

This **SECOND AMENDMENT TO MASTER AFFILIATION AGREEMENT** (the “Amendment”) is made as of the 22nd day of November 2023 (the “Effective Date”), by and between **Advocate Health and Hospitals Corporation, Advocate North Side Health Network, Advocate Condell Medical Center, Advocate Sherman Hospital, EHS Home Health Care Service, Inc., and Meridian Hospice** (collectively, “Advocate” or “Facility”) and Community College District 504, commonly known as **Triton College** (“School”).

Recitals

WHEREAS, Facility and School are parties to that certain Master Affiliation Agreement dated May 18, 2022 (the “Agreement”); and

WHEREAS, the parties wish to amend the Agreement to add the Respiratory Care Program to the agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed as follows:

1. Exhibit B-1. A new Exhibit B-1 is hereby added and incorporated as part of the Agreement.
2. Miscellaneous. Unless otherwise amended herein, the Agreement shall remain in full force and effect pursuant to the terms thereof. To the extent there is any conflict between this Amendment and the Agreement, this Amendment shall control. Any capitalized terms not defined in this Amendment shall have the meaning designated in the Agreement. Any terms not addressed by this Amendment shall be governed by the terms and conditions of the Agreement.
3. Counterparts. This Amendment may be executed by an authorized agent in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic copies shall be deemed to be as valid as the original.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature below to be effective as of the Effective Date.

**ADVOCATE HEALTH AND
HOSPITALS CORPORATION,
ADVOCATE NORTH SIDE HEALTH
NETWORK, ADVOCATE CONDELL
MEDICAL CENTER, ADVOCATE
SHERMAN HOSPITAL, EHS HOME
HEALTH CARE SERVICE, INC.,
MERIDIAN HOSPICE**

TRITON COLLEGE

By: _____
Name: Jeffrey Bahr, M.D.
Title: Chief Medical Group Officer

By: _____
Name: Mark R. Stephens
Title: Board Chairman

Date: _____

Date: _____

By: _____
Name: Tracy Jennings
Title: Secretary
Date: _____

EXHIBIT B-1

PROGRAM MEMORANDUM

1. School or Department Health Care Program Respiratory Care
2. School Program Contact (Name, Email) Elizabeth Molina, Chairperson
elizabethmolina@triton.edu
3. Advocate Program Contact (Name, Email) Dana Evans, Respiratory Director,
dana.evans@aah.org
4. Number of Students. The number of students accepted will be mutually agreed upon by the Advocate Facilities (as defined in the Agreement between the parties) and School prior to the beginning of each semester/placement.
5. Requirements for Students. All students must complete pre-clinical documentation and comply with Advocate Facility requirements as defined by Advocate Aurora Health. Such documentation shall be provided in advance of the onset of the clinical rotation.
6. Schedule of Student Clinical Days and Times. The schedule for the clinical education program at each Advocate Facility will be provided by School to Advocate **prior to the beginning of the semester/placement**. Such schedule shall include (a) a list of the participating students assigned to a particular Advocate Facility by name and level and (b) a list (including phone number) of any School personnel or employees to be placed as supervisors and/or instructors at each Advocate Facility. The supervisor or instructor shall be available by phone during clinical hours. Please see sample schedule attached as Exhibit 1 to this Program Memorandum.
7. Clinical Education Program Content. The clinical education program content (including required experiences or competencies) will be provided to designated Advocate Facility personnel prior to the beginning of the semester/placement as needed. Advocate Facility personnel have the right to review the clinical education content.
8. Amendment. This Program Memorandum may be amended by mutual agreement of the parties at such time new provisions or conditions exist by a written instrument executed by the authorized agents of the parties.

The parties acknowledge and agree to this Program Memorandum as of the date set forth below.

Advocate

Triton College

By: _____

By: _____

Name: Jeffrey Bahr, M.D.

Name: Mark R. Stephens

Title: Chief Medical Group Officer

Title: Board Chairman

Date: _____

Date: _____

EXHIBIT 1
(to Program Memorandum)
Triton College

Schedule

<u>Student Name</u>	<u>Program</u>	<u>Placement Date</u>	<u>Advocate Facility</u>	<u>School Personnel</u>

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of November 28, 2023

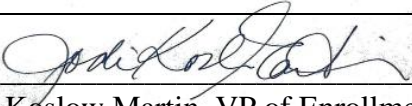
ACTION EXHIBIT NO. 16963

**SUBJECT: STUDENT COMMUNITY EMPLOYMENT EXPERIENCE
(APPLE PIE MAKERS)**

RECOMMENDATION: That the Board of Trustees approve a S.E.E.D. (Skill Enhancement and Employee Development) Program Community Work Experience Partnership Agreement with the following organization: Happy Apple Pie Makers, Oak Park, IL. Student compensation, if any, is at the discretion of the employer. The Agreement shall renew annually, unless cancelled by either party. In the event the Agreement is not renewed, students who are participating in the employment experiences at the time of expiration shall be allowed to complete such assignment under the terms and conditions set forth herein. The employers will work with Triton enrolled S.E.E.D. students at no cost to the College.

RATIONALE: The S.E.E.D. program requires 120 hours of classroom instruction, 30 hours of an on-campus employment experience, and 75 hours of off-campus community employment experience for students to complete the program and receive a certificate from Triton College's School of Continuing Education.

Submitted to Board by: _____


Dr. Jodi Koslow Martin, VP of Enrollment Mgt & Student Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

TRITON COLLEGE SCHOOL OF CONTINUING EDUCATION AND CENTER FOR ACCESS AND
ACCOMMODATIVE SERVICES (CAAS)

S.E.E.D. Program Community Work Experience Partner Agreement

This partnership is for the sole and limited purpose of providing employment skills training to students enrolled in Triton's Skill Enhancement and Employee Development (S.E.E.D.) program under the auspices of Herz Apple Pro (hereinafter "Employer Partner"). There shall be no cost, fee, or remuneration associated with this Agreement.

Triton and Employer Partner shall each maintain in force for the duration of this Agreement comprehensive liability insurance with limits of \$2/\$5 million. Proof of insurance shall be made available upon request. Each party agrees to hold harmless and indemnify the other, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the party, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of the other party, its officers, agents or employees, under this Agreement. Either party may terminate this agreement by providing written notice signed by the authorized agent. In the event of termination, every effort shall be made to allow participating students to complete their work assignment.

Employer Partner shall:

- Provide the student with a 75-hour on-site work experience within from 10/13/23 until 12/20/23. This Agreement shall automatically renew for successive one (1) year terms unless terminated as provided above.
- Orient the student to the operation, to appropriate employees, and to the tasks and roles expected.
- Designate a qualified person to supervise the student's time, activities, and learning, provide any needed accommodations, and evaluate the student's performance.
- Complete and submit required documentation to CAAS by the deadline, including agreed-upon skill goals and learning objectives, work hours and attendance, and student evaluation and feedback forms.
- Contact the Coordinator of the S.E.E.D. program should a problem arise with a student.
- Not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Employer certifies that it is an equal opportunity employer, maintains a sexual harassment and Drug Free Workplace policy.

Triton shall:

- Assume responsibility for any necessary approval by the Illinois Community College Board.
- Maintain responsibility for student grading.
- Advise students of the requirement to observe policies, procedures, and other regulations imposed by Employer.
- Comply with the removal of a student from the work site if, after a conference, it is the reasonable opinion of the Employer Partner that the student's performance or conduct is inappropriate for the work environment.

FOR EMPLOYER:

NAME: Michelle B. Nease

TITLE: Owner

DATE: 10/13/2023

FOR TRITON COLLEGE, in an official capacity only:

Mark R. Stephens, Board Chairman

Tracy Jennings, Secretary

DATE: _____

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of November 28, 2023

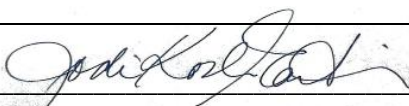
ACTION EXHIBIT NO. 16964

**SUBJECT: STUDENT COMMUNITY EMPLOYMENT EXPERIENCE
(LOYOLA UNIVERSITY MEDICAL CENTER)**

RECOMMENDATION: That the Board of Trustees approve a S.E.E.D. (Skill Enhancement and Employee Development) Program Community Work Experience Partnership Agreement with the following organization: Loyola University Medical Center, Maywood, IL. Student compensation, if any, is at the discretion of the employer. The Agreement shall renew annually, unless cancelled by either party. In the event the Agreement is not renewed, students who are participating in the employment experiences at the time of expiration shall be allowed to complete such assignment under the terms and conditions set forth herein. The employers will work with Triton enrolled S.E.E.D. students at no cost to the College.

RATIONALE: The S.E.E.D. program requires 120 hours of classroom instruction, 30 hours of an on-campus employment experience, and 75 hours of off-campus community employment experience for students to complete the program and receive a certificate from Triton College's School of Continuing Education.

Submitted to Board by: _____


Dr. Jodi Koslow Martin, VP of Enrollment Mgt & Student Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

TRITON COLLEGE SCHOOL OF CONTINUING EDUCATION AND CENTER FOR ACCESS AND ACCOMMODATIVE SERVICES (CAAS)

S.E.E.D. Program Community Work Experience Partner Agreement

This partnership is for the sole and limited purpose of providing employment skills training to students enrolled in Triton's Skill Enhancement and Employee Development (S.E.E.D.) program under the auspices of Leopold University Medical Center (hereinafter "Employer Partner"). There shall be no cost, fee, or remuneration associated with this Agreement.

Triton and Employer Partner shall each maintain in force for the duration of this Agreement comprehensive liability insurance with limits of \$2/\$5 million. Proof of insurance shall be made available upon request. Each party agrees to hold harmless and indemnify the other, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the party, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of the other party, its officers, agents or employees, under this Agreement. Either party may terminate this agreement by providing written notice signed by the authorized agent. In the event of termination, every effort shall be made to allow participating students to complete their work assignment.

Employer Partner shall:

- Provide the student with a 75-hour on-site work experience within from Oct 16, 2023 until Dec 20, 2023. This Agreement shall automatically renew for successive one (1) year terms unless terminated as provided above.
- Orient the student to the operation, to appropriate employees, and to the tasks and roles expected.
- Designate a qualified person to supervise the student's time, activities, and learning, provide any needed accommodations, and evaluate the student's performance.
- Complete and submit required documentation to CAAS by the deadline, including agreed-upon skill goals and learning objectives, work hours and attendance, and student evaluation and feedback forms.
- Contact the Coordinator of the S.E.E.D. program should a problem arise with a student.
- Not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Employer certifies that it is an equal opportunity employer, maintains a sexual harassment and Drug Free Workplace policy.

Triton shall:

- Assume responsibility for any necessary approval by the Illinois Community College Board.
- Maintain responsibility for student grading.
- Advise students of the requirement to observe policies, procedures, and other regulations imposed by Employer.
- Comply with the removal of a student from the work site if, after a conference, it is the reasonable opinion of the Employer Partner that the student's performance or conduct is inappropriate for the work environment.

FOR EMPLOYER:

FOR TRITON COLLEGE, in an official capacity only:

NAME: Donna Ruckelmen

Mark R. Stephens, Board Chairman

TITLE: Employee Training Specialist

Tracy Jennings, Secretary

DATE: 9/20/2023

DATE: _____

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of November 28, 2023

ACTION EXHIBIT NO. 16965

SUBJECT: TITLES FOR LIBRARY REMOVAL/WEEDING

RECOMMENDATION: That the Board of Trustees approve the removal/weeding of the 9,678 following library titles including books, CD's and DVDs with an estimated value of \$9,678.

RATIONALE: The attached titles and/or formats are outdated, and information is readily available in other, newer print material or already subscribed to databases. Any recent circulation of materials is low. Efforts will be made to contact local libraries for material donations.

Submitted to Board by: _____



Dr. Jodi Koslow Martin, VP of Enrollment Mgt & Student Affairs

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

Childcare Playground Renovations

4 firms submitted bids for the Childcare Playground Renovations project. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 11:00 a.m. local time, Monday, October 30, 2023, the bids were publicly opened and read aloud in room A-300 by John Lambrecht, Operations & Maintenance and Gaspare Pitrello, Arcon Associates, Inc., and witnessed by Steve Mazurek & James Pechacek, Operations & Maintenance, Danielle Stephens, Purchasing, Jessica Potempa, Arcon Associates, Inc., and representatives from Edwin Anderson Construction, All-Bry, D & J Landscape, and Construction, Inc.

It is recommended that the Board of Trustees accept the proposals submitted by Edwin Anderson Construction Company in accordance with their low, responsive bids. This item was competitively bid according to state statutes.

COMPANY	NET COST
Edwin Anderson Construction Company 252 James St. Bensenville, IL 60106	\$134,200.00

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number 06-20905054-530900010
A/C Name Other Contractual (ECE Grant)

Budget	\$	149,200.00
Prev. Expend.	\$	0.00
Schedule	\$	134,200.00
Balance	\$	15,000.00

Memorandum

October 31, 2023

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Childcare Playground Renovations



Operations & Maintenance

Triton College received 4 bids from vendors for the Childcare Playground Renovation project.

The lowest, responsive bidder was Edwin Anderson Construction Company at their Base Bid amount of \$134,200.00.

Arcon Associates, Inc. has carefully reviewed the bid and recommends that the project be awarded to Edwin Anderson Construction Company at their Base Bid amount of \$134,200.00.

I support this recommendation and agree that the bid should be awarded to Edwin Anderson Construction Company at their Base Bid amount of \$134,200.00.

Thanks, and please feel free to call with any questions,

John



October 30, 2023

Mr. John Lambrecht
Associate Vice President of Facilities
Triton College
2000 Fifth Avenue
River Grove, Illinois 60171

RE: BID RECOMMENDATION
CHILDCARE PLAYGROUND RENOVATIONS – BUILDING G
TRITON COLLEGE
PROJECT NO. 23105

Dear Mr. Lambrecht:

On Monday, October 30, 2023 at 11:00 A.M. four (4) sealed bids were publicly opened and read for the Childcare Playground Renovations at Building G project. The low qualified bidder was Edwin Anderson Construction Company, in the Base Bid amount of \$134,200. The Base Bid includes the project contingency amount.

We contacted Edwin Anderson and they have confirmed their bid. The project requirements were reviewed and Edwin Anderson demonstrated an understanding of the scope of work and project time line. Edwin Anderson has performed on numerous ARCON and Triton College projects with favorable results.

Therefore, ARCON Associates, Inc. recommends that the Board of Trustees, Triton College, award the contract for the Childcare Playground Renovations at Building G project to the low qualified bidder, Edwin Anderson Construction Company, in the Base Bid amount of \$134,200.

Attached is the Bid Tabulation Sheet for your review.

Sincerely,
ARCON Associates, Inc.

A handwritten signature in black ink that reads "Gaspare Pitrello". The signature is written in a cursive style with a prominent initial "G".

Gaspare P. Pitrello, ALA
Principal

attachments

WMS/rac
J:\Triton College\23105 Childcare Playground Renovation @ Building G\1 Docs\Corr\23105L001.docx

Project: CHILDCARE PLAYGROUND RENOVATIONS - BUILDING G
 Owner: Triton College
 Project No.: 23105
 Bid Date/Time: Monday, October 30 @ 11:00 A.M.



CONTRACTOR	BASE BID + 10% CONTINGENCY	ALTERNATE NO. 1: TWO (2) NEW CONCRETE STOOPS WITH DEMOLITION OF EXISTING CONDITIONS. PATCHING OF EXISTING CONCRETE FOUNDATION.	ALTERNATE NO. 2: ALL PHASE 2 WORK SHOWN	TOTAL
All-Bry Construction	\$156,200.00	\$6,400.00	\$167,000.00	\$329,600.00
Construction, Inc.,	\$185,900.00	\$15,000.00	\$200,000.00	\$400,900.00
D & J Landscape	\$144,273.65	\$8,000.00	\$165,887.95	\$318,161.60
Edwin Anderson Construction Co.	\$134,200.00	\$11,500.00	\$160,000.00	\$305,700.00