



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, January 25, 2022

- I. CALL TO ORDER** January 25, 2022 at 6:30 p.m.
Boardroom (A-300)
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LVIII**
Minutes of the Regular Board Meeting of December 21, 2021, No. 9
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
 - A. Board Policy – Second Reading
Business Services 3292 – Investment of College Funds
 - B. Action Exhibits
 - 16698 Budget Transfers
 - 16699 Agreements with Partnership Financial Credit Union for Investment of College Funds
 - 16700 Pace Service Vehicle Program Agreement
 - 16701 Approval of Fees for Professional Services – Kuser & Raucci Chartered
 - 16702 Heartland Mitel Phone System Upgrade

- 16703 Agreement with Humboldt Park Health
- 16704 Intergovernmental Agreement with Village of Berkeley Police Department
- 16705 Laerdal Medical Corporation – Purchase of Wireless SimPad Plus Devices
- 16706 TRIO SSS Campus/Historical Tour to Washington, DC

C. Purchasing Schedules

D. Bills and Invoices

E. 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

F. Human Resources Report

*Administrative Contract

Bianca Sola-Perkins, Dean of Continuing Education

XIV. COMMUNICATIONS – INFORMATION

- A. Human Resources Information Materials
- B. Informational Material

XV. ADJOURNMENT

*Contracts are posted on the Triton College Board of Trustees Website under Meeting Schedule (<https://www.triton.edu/about/administration/board-of-trustees/>).

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:59 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Mr. Tracy Jennings, Mr. Glover Johnson, Mrs. Elizabeth Potter,
Ms. Bertha Sanchez, Mr. Mark Stephens.

Absent: Ms. Norma Hernandez, Mr. Rich Regan, Ms. Diane Viverito.

Mr. Stephens stated that Ms. Viverito is ill, Ms. Hernandez is in quarantine, and Mr. Regan is on vacation.

APPROVAL OF BOARD MINUTES

Mr. Johnson made a motion, seconded by Mrs. Potter, to approve the minutes of the Board Audit Committee (a Committee of the Whole) of November 16, 2021, the Regular Board Meeting of November 16, 2021, and the Board Retreat of November 16, 2021. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Faculty Association President Leslie Wester reported that today is the winter solstice, so tomorrow and in future days, there will be ever increasing daylight. She positively equated this to representing the relationship between faculty and administration right now.

Mid-Management Association President Dorota Krzykowska reported that in tonight's Board Book is the ratification of the Mid-Management negotiated agreement. She is proud of the contract and thanked Vice President Sean Sullivan and his team for amicable negotiations.

Classified Association President Katrina Mooney submitted a written report discussing the Classified holiday open house held last Friday and her hopes for future events to strengthen their membership and camaraderie.

Adjunct Faculty Association President Bill Justiz reported on a busy end of semester and acknowledged the administration for the festive campus.

All of the employee group leaders wished everyone Happy Holidays.

STUDENT SENATE REPORT

TCSA President Jasmin Garcia reported that students enjoyed the Relaxation Lounge during finals week and are now busy registering for spring.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

No report.

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on December 8, reviewed 22 new business items and 1 purchasing schedule, and forwarded all items to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

None.

PRESIDENT'S REPORT

President Mary-Rita Moore noted that the semester has concluded and extended her appreciation to employees for their diligence and advocacy to have the campus shine brightly. She wished everyone a good holiday and winter break.

CHAIRMAN'S REPORT

Chairman Mark Stephens applauded the employee groups on their successful negotiations and expressed pride in the campus for how employees have navigated through the many issues caused by the pandemic. Mr. Stephens wished everyone an enjoyable holiday season with their families, and a safe, happy, healthy new year.

NEW BUSINESS

BOARD POLICY – First Reading

Business Services

3292 Investment of College Funds

This item will come back to the Board for a second read and approval in January.

ACTION EXHIBITS

Mr. Stephens took Action Exhibit 16677 first because it requires a separate roll call vote.

16677 Resolution Abating Taxes Levied for Debt Service on Series 2014, Series 2020A, and Series 2020B Bonds

Mr. Johnson made a motion to approve Action Exhibit 16677, seconded by Mrs. Potter.

Mr. Stephens stated that the Board made a pledge to not charge interest on the bond issues to the taxpayers, and this Action Exhibit fulfills that pledge.

Roll Call Vote:

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

Motion carried 4-0 with the Student Trustee voting yes.

With leave of the Board, Mr. Stephens asked for the remaining Action Exhibits to be taken as a group, including:

16674 Budget Transfers

16675 2021 Tax Levy

It was noted that this is a flat levy.

16676 Certification of Compliance with Truth in Taxation Act

16678 Investment of College Funds with Wintrust Bank

16679 COTG Purchase and Installation of Smart Technology and Multimedia Equipment

16680 Snap-On Industrial Tools and Equipment Purchase

16681 Certificate of Final Completion – Life Safety FY 2008 Asbestos Abatement

16682 Certificate of Final Completion – Life Safety FY 2021 Asbestos Abatement

16683 2022 Facility Master Plan

16684 Hourly Employee Wage Adjustment

16685 Agreement with Employee Benefits Corporation

16686 Facility Fee Waiver: Intermediate Service Center

16687 GM Vehicle Donations

16688 Automotive Technology Vehicle Donations

16689 Agreement with EyeCare Services Partners

16690 Agreement with Plymouth Place Senior Living

16691 Titles for Library Removal/Weeding

16692 Disposal of Obsolete Telecourse Titles

16693 Additional Statement of Work with Persistence Plus

16694 CampusLogic Agreement

16695 Agreement with Rosemont Theatre

Mr. Stephens explained that his firm cleans the theatre and will not be billing for their services, so is making no profit from this, rather is losing money. as he has done in previous years. His letter to that effect will be attached to the action exhibit for the record.

16696 Curriculum Recommendations

16697 Ratification of Mid-Management Negotiated Agreement 2022 – 2026

Mr. Johnson made a motion to approve the remaining Action Exhibits, seconded by Mrs. Potter. Voice vote carried the motion unanimously.

PURCHASING SCHEDULES

B44.11 Districtwide Schedule of Credit Classes Summer 2022

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

BILLS AND INVOICES

Mrs. Potter made a motion, seconded by Mr. Jennings, to pay the Bills and Invoices in the amount of \$1,523,888.19.

Roll Call Vote:

Affirmative: Mr. Jennings, Mr. Johnson, Mrs. Potter, Ms. Sanchez, Mr. Stephens.

Absent: Ms. Hernandez, Mr. Regan, Ms. Viverito.

Motion carried 4-0 with the Student Trustee voting yes.

CLOSED SESSION

Mrs. Potter made a motion to go into 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, seconded by Mr. Johnson.

Roll Call Vote:

Affirmative: Mr. Jennings, Mr. Johnson, Mrs. Potter, Ms. Sanchez, Mr. Stephens.

Absent: Ms. Hernandez, Mr. Regan, Ms. Viverito.

Motion carried 4-0 with the Student Trustee voting yes. The Board went into Closed Session at 7:11 p.m.

RETURN TO OPEN SESSION

Mr. Johnson made a motion to return to Open Session, seconded by Mr. Jennings.

Roll Call Vote:

Affirmative: Mr. Jennings, Mr. Johnson, Mrs. Potter, Ms. Sanchez, Mr. Stephens.

Absent: Ms. Hernandez, Mr. Regan, Ms. Viverito.

Motion carried 4-0 with the Student Trustee voting yes. The Board returned to Open Session at 7:37 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

Mrs. Potter made a motion, seconded by Mr. Johnson, to approve pages 1 – 2 of the Human Resources Report, items 1.1.01 through 1.3.03. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Mr. Jennings made a motion, seconded by Mr. Johnson, to approve pages 3 – 4 of the Human Resources Report, items 2.1.01 through 2.7.01. Voice vote carried the motion unanimously.

3.0 Administration

Mr. Johnson made a motion, seconded by Mrs. Potter, to approve page 5 of the Human Resources Report, items 3.1.01 through 3.2.01 (item 3.3.01 is a first reading). Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Mr. Jennings made a motion, seconded by Mr. Johnson, to approve pages 6 – 8 of the Human Resources Report, items 4.1.01 through 4.8.01. Voice vote carried the motion unanimously.

5.0 Mid-Management

Mrs. Potter made a motion, seconded by Mr. Jennings, to approve pages 9 – 10 of the Human Resources Report, items 5.1.01 through 5.6.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Mr. Jennings made a motion, seconded by Mr. Johnson, to approve pages 11 – 12 of the Human Resources Report, items 6.1.01 through 6.3.01. Voice vote carried the motion unanimously.

7.0 Other

Mrs. Potter made a motion, seconded by Mr. Johnson, to approve pages 13 – 19 of the Human Resources Report, items 7.1.01 through 7.4.20. Voice vote carried the motion unanimously.

ADJOURNMENT

There being no further business before the Board, the Chairman asked for a motion to adjourn. Motion was made by Mr. Johnson to adjourn the meeting, seconded by Mr. Jennings. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 7:40 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Elizabeth Potter
Board Secretary

Susan Page
Susan Page, Recording Secretary

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

Meeting of January 25, 2022

POLICY SECTION Business Services

POLICY NO. 3292

First Reading

Second Reading

TITLE: INVESTMENT OF COLLEGE FUNDS

PURPOSE: In order to recognize credit unions as an allowed depository for College funds, policy revisions are necessary. Per the Illinois Public Community College Act 30 ILCS 235/2, authorized investments include any investment constituting direct obligations of any bank as defined by the Illinois Banking Act. Per the Illinois Banking Act, a "financial institution" includes, but is not limited to, a bank, savings bank, savings and loan association, and credit union.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

BUSINESS SERVICES

INVESTMENT OF COLLEGE FUNDS

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POLICY 3292

ADOPTED: 01/22/91

AMENDED: 12/21/99

AMENDED: 09/26/17

AMENDED: 03/24/20

Policy

It is the policy of the College to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

Scope

This policy includes all funds governed by the Board of Trustees.

Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital, as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio.

Objective

The primary objective, in order of priority, shall be:

- Legality – conformance with federal, state and other legal requirements
- Safety – preservation of capital and protection of investment principal
- Liquidity – maintenance of sufficient liquidity to meet operating requirements
- Sustainability – maximizing anticipated financial returns, minimizing projected risk, and effectively executing fiduciary duty
- Yield – attainment of market rates of return

The portfolio should be reviewed periodically as to its effectiveness in meeting the entity’s needs for safety, liquidity, rate of return, diversification and its general performance.

Delegation of Authority

Management and administrative responsibility for the investment program is hereby delegated to the Treasurer who, under the delegation of the Board of Trustees, shall establish written procedures for the operation of the investment program.

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

BUSINESS SERVICES

INVESTMENT OF COLLEGE FUNDS

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POLICY 3292

ADOPTED: 01/22/91

AMENDED: 12/21/99

AMENDED: 09/26/17

AMENDED: 03/24/20

Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.

Authorized Financial Dealers and Institutions

The Treasurer will maintain a list of financial institutions authorized to provide investment services. All in-district banks, savings and loans associations, and financial institutions as defined by the Illinois Banking Act who are members of the FDIC, FSLIC, or NCUA system are designated as depositories for investment purposes by this policy. Out-of-district banks will only be used when separately designated by the Board of Trustees except for those currently doing business with the College. Each depository which has funds on deposit shall send to the College its latest audited financial statement. In addition, the College will request from a bank consultant on each of the depositories a bank evaluation analysis.

Authorized and Suitable Investments

The college shall invest in instruments as allowed by the Public Funds Investment Act, 30 ILCS 235/2. A summary of authorized investments follows:

- a) Notes, bonds, certificates of indebtedness, treasury bills, or other securities, which are guaranteed by the full faith and credit of the United States of America.
- b) Bonds, notes debentures, or other similar obligations of the United States of America or its agencies.
- c) Interest bearing accounts, certificates of deposit or interest bearing time deposits or any other investment constituting direct obligations of any bank as defined by the Illinois Banking Act.
- d) Short-term obligations (corporate paper) of corporations organized in the United States with assets exceeding \$500,000,000 if (a) such obligations are rated at the time of purchase within the 3 highest classifications established by at least 2 standard rating services and which mature not later than 180 days from the date of purchase, and (b) such purchases do not exceed 10% of the corporation's outstanding obligations or (c) in money market mutual funds registered under the Investment Company Act of 1940.

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

BUSINESS SERVICES

INVESTMENT OF COLLEGE FUNDS

POLICY 3292

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ADOPTED: 01/22/91

AMENDED: 12/21/99

AMENDED: 09/26/17

AMENDED: 03/24/20

Investments shall be made that reflect the cash flow needs of the fund type being invested.

Collateralization

It is the policy of the College to require that all investments which are not guaranteed by the full faith and credit of the United States of America and in excess of FDIC, FSLIC, or NCUA insurable limits be secured by some form of collateral. This is to protect the College's investment in the event the financial institution defaulted due to poor management or economic factors. Financial institutions with capital and surplus in excess of five hundred million are exempt from this provision.

Eligible collateral instruments and collateral ratios are as follows:

- U.S. government securities = 110%
- Obligations of federal agencies = 110%
- Obligations of federal instrumentalities = 110%
- Obligations of the State of Illinois = 110%
- General obligation bonds of the district = 110%

Deposits may additionally be collateralized by a letter of credit issued by a Federal Home Loan Bank, which must be regulated by the Federal Housing Finance Agency and registered with the Securities and Exchange Commission. Collateralization by a Federal Home Loan Bank must be in an amount equal to at least the market value of that amount of funds on deposit exceeding the insurance limitation provided by the Federal Deposit Insurance Corporation.

Whenever investments require collateral in accordance with this policy, an executed collateral agreement, or an irrevocable letter of credit, must be on file with Triton College.

Safekeeping and Custody

All security transactions, including collateral for repurchase agreements, entered into by the College, shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by an independent third party custodian designated by the Treasurer and evidenced by safekeeping receipts and a written custodial agreement.

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

BUSINESS SERVICES

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ADOPTED: 01/22/91

AMENDED: 12/21/99

AMENDED: 09/26/17

AMENDED: 03/24/20

Diversification

The entity shall diversify its investments to the best of its ability based on the type of funds invested and the cash flow needs of those funds. Diversification can be by type of investment, number of institutions invested in, and length of maturity.

Investment Limits

No investment total in any one financial institution shall exceed fifty percent of the paid-in capital and retained earnings as evidenced by the institution's most recently audited financial statement.

Internal Control

The Treasurer is responsible for establishing and maintaining an internal control structure designed to insure that the assets of the entity are protected from loss, theft or misuse.

The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The internal controls shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting
- Custodial safekeeping
- Written confirmation of telephone transactions for investments and wire transfers

Sustainability

The Treasurer shall regularly consider material, relevant, and decision-useful sustainability factors in evaluating investment decisions, within the bounds of financial and fiduciary prudence. Such factors shall include, but are not limited to: (1) corporate governance and leadership factors, (2) environmental factors, (3) social capital factors, (4) human capital factors, (5) business model and innovation factors, and any other factors as may be provided by applicable Illinois law, rule or regulation.

Performance Standards

This investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a comparable rate of return during a market/economic environment of stable interest rates. The average 90-day T-bill rate will be used as a benchmark against the investment portfolio.

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

BUSINESS SERVICES

INVESTMENT OF COLLEGE FUNDS

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POLICY 3292

ADOPTED: 01/22/91

AMENDED: 12/21/99

AMENDED: 09/26/17

AMENDED: 03/24/20

Reporting

The Treasurer shall submit to the Board on a quarterly basis an investment report which shall describe the portfolio in terms of investment securities, cost by fund, average rate of interest, and earnings for the current period and year to date. The report should be provided to the Board of Trustees and be available on request. An annual report should also be provided to the Board.

Indemnification

Employees involved in the investment process acting in accordance with this policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market changes.

Investment Policy Adoption

The investment policy shall be adopted by the Board of Trustees. The policy shall be reviewed on an annual basis by the Treasurer and any modifications made thereto must be approved by the Board of Trustees.

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

Meeting of January 25, 2022

ACTION EXHIBIT NO. 16698

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

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

**PROPOSED BUDGET TRANSFERS - FY 2022
FOR THE PERIOD 12/1/21 to 12/31/21**

FROM		
ID#	AREA	ACCT #
EDUCATION FUND		
1	Engineering Technology	01-10300530-540900505
2	Grant Office	01-80900530-590900089

TO			AMOUNT
AREA	ACCT #		
Engineering Technology	01-10300530-530400030		\$ 864.00
Grant Office	01-80900530-530900010		<u>15,000.00</u>
TOTAL EDUCATION FUND			\$ <u>15,864.00</u>

FROM		
ID#	AREA	ACCT #
AUXILIARY FUND		
3	Men's Soccer	05-60401020-540900505
4	Women's Soccer	05-60401035-540900505

TO			AMOUNT
AREA	ACCT #		
Men's Soccer	05-60401020-530900010		\$ 1,200.00
Women's Soccer	05-60401035-530900010		<u>700.00</u>
TOTAL AUXILIARY FUND			\$ <u>1,900.00</u>

FROM		
ID#	AREA	ACCT #
RESTRICTED FUND		
5	ECMC Yr4 TRIUMPH	06-30205013-540900505

TO			AMOUNT
AREA	ACCT #		
ECMC Yr4 TRIUMPH	06-30205013-550100005		\$ <u>5,000.00</u>
TOTAL RESTRICTED FUND			\$ <u>5,000.00</u>

TOTAL PROPOSED BUDGET TRANSFERS			\$ <u><u>22,764.00</u></u>
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Budget Transfer Form

Dollar Amount \$864.00

From what Budget Account 01 10300530 540900505 Object Code Description ENT Other Materials & Supplies

To what Budget Account 01 10300530 530400030 Object Code Description ENT Software Support & Maintenance

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:
 There is enough money to cover the costs in Other Material & Supplies for rest of the fiscal year.

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

Funds were originally allocated in Other Materials & Supplies, however funds are needed in Software Support & Maintenance to cover renewal maintenance agreement for the software used in the ENT classes.*New Budget Line*

Required Signatures

Requestor	<small>DocuSigned by:</small> <u>Sandy Poremba</u>	11/30/2021
Cost Center Manager	<small>DocuSigned by:</small> <u>Antigone Sharris</u>	12/2/2021
Associate Dean (If Applicable)	<small>DocuSigned by:</small> <u>Alexandra Terrazas</u>	12/2/2021
Dean (If Applicable)	<small>DocuSigned by:</small> <u>Jennifer Davidson</u>	12/2/2021
Associate Vice President	<small>DocuSigned by:</small> <u>Paul Jensen</u>	12/6/2021
Area Vice President	<small>DocuSigned by:</small> <u>Susan Campos</u>	12/9/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____ *MP*

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

VP of Business Services: _____ *12/14/21*

Entered by: B5959 DS 12/14/21

Budget Transfer Form

Dollar Amount

\$15,000

From what Budget Account

01 80900530 590900089

Object Code Description

Grant Manager Discretionary

To what Budget Account

01 80900530 530900010

Other Contractual Services

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 Grant Manager Discretionary line has \$15,003.39 funds available. The funds won't be needed for the remainder of the fiscal year.

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

Funds are needed to cover a GDO independent contractor to assist with new grant writing starting December 15, 2021 to June 30, 2022.

Required Signatures

Requestor

DocuSigned by: Norma Villaseñor 12/13/2021

Cost Center Manager

DocuSigned by: Raquel Coturo 12/13/2021

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by: jimreynolds@tnton.edu 12/13/2021

Associate Vice President

DocuSigned by: Mary-Rita Moore 12/14/2021

Area Vice President

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: Sen 12/14/21

Entered by: B5961 DS 12/15/21

Budget Transfer Form

Dollar Amount \$1200.00

From what Budget Account 05 60401020 540900505 Object Code Description Other Materials

To what Budget Account 05 60401020 530900010 Object Code Description Other Contractual services

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:
 Unable to purchase uniforms/supplies do to supplier shortages and timing

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

Additional contests requiring contest officials scheduled due to COVID pandemic related cancellations.

Required Signatures

Requestor Garrick Abuzetian 12/14/2021

Cost Center Manager Garrick Abuzetian 12/14/2021

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Colleen Rockafellow 12/14/2021

Area Vice President Sean Sullivan 12/16/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 12/20/21

Entered by: B5964 DS 12/21/21

Budget Transfer Form

Dollar Amount \$700.00

From what Budget Account 05 60401035 540900505 Object Code Description Women's Soccer Other Materials

To what Budget Account 05 60401035 530900010 Object Code Description Women's soccer Other Cont Svc

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:
Unable to purchase uniforms/supplies do to supplier shortages and timing

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

Additional contests requiring contest officials scheduled due to COVID pandemic related cancellations.

Required Signatures

Requestor Garrick Abeytarian 12/9/2021

Cost Center Manager Garrick Abeytarian 12/9/2021

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President Colleen Rockafellow 12/10/2021

Area Vice President Sean Sullivan 12/10/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 12/14/21

Entered by: B5958 DS 12/14/21

Budget Transfer Form

Dollar Amount \$5,000.00

From what Budget Account 06 30205013 540900505 Object Code Description ECMC Yr4 TRIUMPH : Other Materials & Supplies

To what Budget Account 06 30205013 550100005 Object Code Description ECMC Yr4 TRIUMPH : 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? 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:

These funds are no longer needed in this line item for the remaining of this fiscal year in order to obtain materials and supplies needed for programming. The request to transfer over the normal 10% from one budget line item to another was approved, granted and an allowable transfer by ECMC foundation.

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

These funds will be utilized for programmatic items for the remaining of the grant fiscal year. These funds will be going towards college tours, lodging and other meetings and workshops for students.

Required Signatures

Requestor DocuSigned by: Julia Willis 12/13/2021

Cost Center Manager DocuSigned by: Julia Willis 12/13/2021

Associate Dean (If Applicable) _____

Dean (If Applicable) DocuSigned by: Denise Jones 12/13/2021

Associate Vice President DocuSigned by: Jodi Koslow Martin 12/13/2021

Area Vice President DocuSigned by: Jodi Koslow Martin 12/13/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature] 12/14/2021

Asst. Director of Finance: _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 12/14/21

Entered by: B5960 DS 12/14/21

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

Meeting of January 25, 2022

ACTION EXHIBIT NO. 16699

**SUBJECT: AGREEMENTS WITH PARTNERSHIP FINANCIAL CREDIT UNION
(PFCU) FOR INVESTMENT OF COLLEGE FUNDS**

RECOMMENDATION: That the Board of Trustees approve the following agreements with Partnership Financial Credit Union (PFCU): 1) Business Membership and Account Agreement; 2) Business Account Card; 3) Authorization Designation; 4) Certification Regarding Beneficial Owners of Legal Entity Members; 5) Regulation GG: Due Diligence Worksheet; 6) Account Authorization Card; 7) Master Bill Paying Agreement / Terms and Conditions – Business Accounts; 8) Electronic Fund Transfer Agreement Disclosure; and 9) Online Banking Use Agreement. Further, authorize the College Treasurer to invest College funds not to exceed \$250,000 at PFCU; to execute documents; invest College funds to make deposits; issue disbursements; and to transfer funds to and from Triton College accounts between PCFU and other financial institutions as necessary.

RATIONALE: PFCU successfully opened an onsite branch at Triton College in 2021. Banking with PFCU will improve the efficiency of making deposits and investing funds for the College. Balances are insured up to \$250,000 by the National Credit Union Administration (NCUA). The College presently has funds invested at US Bank; BMO Harris Bank; Fifth Third Bank; PMA Financial Network; and The Illinois Funds.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No



Partnership

Financial Credit Union

Main Office 847-MYPFCU1 (847-697-3281)
5940 Lincoln Ave • Morton Grove, IL 60053-3350
www.mypfcu.org

BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT

This Business Membership and Account Agreement ("Agreement") covers the rights and responsibilities concerning accounts held by a business or organization account owner ("Account Owner") and the credit union providing this agreement ("Credit Union"). In this Agreement, the words "you," "your" and "yours" mean the Account Owner as well as each person signing a Business Account Card or other account opening document ("Account Card") or for which membership and/or service requests are otherwise approved. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

1. CONTRACT - Your account with the Credit Union is held individually in the name of the Account Owner. By signing an Account Card or authenticating your request, or by adding, changing or continuing to use your accounts and services, you agree to the terms and conditions in this Agreement, the Account Card, any Funds Availability Policy Disclosure, rate sheet, fee schedule, Account Receipt or other disclosure we provide to you, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments we make to these documents from time to time, all of which collectively govern your membership, accounts and services. You also agree that your accounts and services are governed by applicable present and future federal and state laws, local banking customs and clearinghouse rules.

2. MEMBERSHIP ELIGIBILITY - To join the Credit Union, the Account Owner must meet the membership requirements including as applicable, purchasing and maintaining a minimum share balance (hereinafter membership share) and/or paying a membership fee, as set forth in the Credit Union's Bylaws or established from time to time by the Credit Union's Board of Directors. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

3. ACCOUNT ACCESS

a. Authorized Persons. The following are deemed Authorized Persons who may establish accounts at the Credit Union and act on behalf of the Account Owner with respect to such accounts:

- If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner;
- If the Account Owner is a partnership, each partner (or, for a limited partnership, the general partner or those partners as otherwise established by the partnership agreement) and any person designated by the partners; or
- If the Account Owner has any other form of organization or is an unincorporated organization or association, the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner.

b. Authority. Authorized Persons are vested with authority to open and close accounts on behalf of the Account Owner and transact business of any nature on such accounts, including but not limited to the following:

- Depositing, withdrawing and transferring funds into, out of and between one or more accounts;
- Signing checks, drafts and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal;
- Endorsing any check, draft, certificate, share certificate and any other instrument or order for payment owned or held by the Account Owner; and
- Receiving information of any nature about the account.

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any transaction by an Authorized Person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear the facsimile signature.

c. **Access Options.** You may access your account in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access, or mobile application. Authorized Persons may execute additional agreements and documents we require to access, transact business on and otherwise exercise authority over your account. We may return as unpaid any check or draft drawn on a form we do not provide. Any losses, expenses or fees we incur as a result of handling such a check or draft will be charged to your account.

d. **Credit Union Examination.** We may disregard information on any check or draft, other than the signature of the drawer, the amount of the item and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

4. **DEPOSIT OF FUNDS REQUIREMENTS** - Funds may be deposited to your accounts in any manner approved by the Credit Union and in accordance with any requirements set forth on our business account rate sheet and fee schedule. We have the right to refuse any deposit, limit the amount that may be offered for deposit, and return all or any part of a deposit. Deposits made by mail, at night depositories or other unstaffed facilities are not our responsibility until we receive them.

a. **Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to or to the order of the Account Owner, even if they are not endorsed. If an insurance, government, or other check or draft requires an endorsement, we may require that it be endorsed as set forth on the item. We may but are not required to accept, whether for cash or other value, checks, drafts, or items made payable to the Account Owner, provided such items are endorsed with an original or facsimile signature of an Authorized Person. Endorsements must be made on the back of the check or draft within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur due to a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service. **For accounts held at credit unions located in New York:** If a check, draft, or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we will process the check, draft, or item as though it is payable to all such persons. **For accounts held at credit unions located in states other than New York:** If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person.

b. **Collection of Items.** We act only as your agent, and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. **Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

d. **Final Payment.** All items and Automated Clearinghouse (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a return item fee on your account. Any collection fees we incur may also be charged to your account. We reserve the right to refuse or return any item or funds transfer.

e. **Direct Deposits.** We may offer direct deposit services, including preauthorized deposits (e.g. payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits by completing a separate authorization document. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If we are required to reimburse a government agency for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits.

f. **Crediting of Deposits.** Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

5. **FUNDS TRANSFERS** - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, including Automated Clearinghouse (ACH) credit transactions and wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to rules of the National Automated Clearinghouse Association (NACHA). If we execute requests for funds transfers by Fedwire, such transfers are subject to the Federal Reserve Board's Regulation J.

a. **Authorization for Transfers/Debiting of Accounts.** Any Authorized Person is authorized to make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer and will charge your account for any fees related to the transfer.

b. **Right to Refuse to Make Transfers/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

c. **No Notice Required.** We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

d. **Interest Payments.** If we fail to properly execute a payment order and such action results in a delay in payment to you, applicable law requires that we pay you interest for the period of delay. Based on your account type, we will pay you such interest in the form of dividend or interest payments, whichever applies. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

e. **Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

f. **Payment Order Processing and Cut-off Times.** Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny of verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

g. **Identifying Information.** If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

h. **Amendments and Cancellations of Payment Orders.** Any Authorized Person may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

i. **Security Procedures.** We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

j. **Duty to Report Unauthorized or Erroneous Funds Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and

periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

k. **Recording Telephone Requests.** You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

6. **ACCOUNT RATES AND FEES** - We pay account earnings and assess fees against your account as set forth in our business account rate sheet and fee schedule. We may change our business account rate sheet and fee schedule at any time and will notify you as required by law.

7. **TRANSACTION LIMITATIONS** - We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding withdrawals, transfers, or the payment or non-payment of checks and drafts, except those damages which may arise solely as a result of the Credit Union's negligence.

a. **Withdrawal Restrictions.** We permit withdrawals if your account has a sufficient available balance to cover the full amount of the withdrawal, and may otherwise honor withdrawal requests in accordance with our overdraft policies or any overdraft protection service you have established with us. Checks and drafts or other transfers or payment orders which are drawn against insufficient available funds may be subject to a fee as set forth in our business account fee schedule. If there are sufficient available funds to cover some, but not all, of your withdrawal request, we may otherwise allow you to make a withdrawal in an amount for which there are sufficient available funds.

We may limit or refuse a withdrawal in some situations, and will advise you accordingly if, for example: (1) there is a dispute between Authorized Persons (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; (6) for non-corporate accounts, a depositor is deceased; or, for corporate accounts, the corporation is in bankruptcy proceedings or has been dissolved and the required disposition of the account has not been made; (7) someone with authority to do so requests us not to permit the withdrawal; or (8) there are other circumstances which do not permit us to make the withdrawal. We also reserve the right to refuse any withdrawal which is attempted by any method not specifically permitted by us. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

b. **Transfer Limitations.** For accounts subject to transfer limitations, you may not make more than six withdrawals and transfers to another Credit Union account of yours or to a third party during any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received via ACH. When a transfer exceeds these limitations, we may refuse or reverse it, assess fees against your account, suspend your account, or close your account and transfer the balance to an account without such transfer limitations. There is no limit on the number of transfers you may make to a Credit Union loan account or on the number of withdrawals you may make if the withdrawal is made in person, by mail, messenger or at an ATM. There is also no limit on the number of telephone requests for withdrawals in the form of a check or draft which is then mailed directly to you, although we may impose a fee for such services.

8. **CERTIFICATE ACCOUNTS** - Any term share, share certificate, time deposit or certificate of deposit account, whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, our business account rate sheet and fee schedule, Account Receipt(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference. **For accounts held at state chartered credit unions located in Wisconsin:** Credit Union liability for dividends declared by the board of directors on term share, share certificate and passbook savings accounts shall terminate without penalty to the Credit Union upon the Credit Union entering an involuntary dissolution procedure, or if the Director of Credit Unions shall take possession of the Credit Union under s.186.235(11) of the Wisconsin Statutes. Upon dissolution, the Director shall determine the priority of payout of the various classifications of savings (Wis. Admin. Code DFI-CU 60.06).

9. OVERDRAFTS AND DISHONORED ITEMS

a. **Insufficient Funds/Overdrafts.** If, on any day, the available balance in your account is not sufficient to pay the full amount of a check, draft, transaction or other item that is presented for payment from the account, we may return the item or pay it in accordance with our overdraft policies or any overdraft service you have established with us. We are not required to pay any item that exceeds the available balance in your account. Items drawn on your account may be paid in any order we choose. The available balance for your account is determined according to our funds availability policy and may reflect pending transactions you have authorized but have not yet posted to your account. We may determine whether the available balance in your account is sufficient to pay an item at any time between presentation of the item and our midnight deadline, with only one review of the account required. We are not required to notify you if your account does not have sufficient available funds to pay the item. Your account may be subject to a fee as disclosed in our business account fee schedule for each item presented against an insufficient available balance, regardless of whether we return or pay the item. We may charge a fee each time an item is submitted or

resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

If you have established an overdraft service with us that links your share or deposit account with other Credit Union accounts of yours, you authorize us to transfer funds from those accounts to cover the amount of any items that exceed the available balance in your account as well as the amount of any fee assessed for the transfer. Such transfers may be made from another share or deposit account, an overdraft line-of-credit account, or other account you so designate. If we, at our discretion and as a courtesy to you, honor items that exceed the available balance in your account, the account will be overdrawn and you agree to repay the overdrawn amount, plus any fee assessed by us, in accordance with the requirements established in any other agreement with us that governs this overdraft protection service. By exercising our discretionary right to honor such items, we do not agree to honor them in the future.

b. **Dishonored Items.** We may redeposit an item taken for deposit, cash or other value, or we may return the item to you and charge your account. If your account does not contain a sufficient available balance to reimburse us for the amount of the item, you must repay us for the amount we are unable to collect from your account. If we choose to redeposit an item, we are not required to notify you that the item was returned unpaid. We may charge your account and/or seek recovery directly from you for any item that is returned due to your breach of warranty under the Uniform Commercial Code as adopted in the state where our main office is located.

c. **How Transactions are Posted to Your Account.** Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure for details regarding the timing and availability of funds from deposits.

Debits. There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments from low to high dollar value.
- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day in order of receipt.
- **PIN-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.
- **Signature-Based Debit Card Purchase Transactions.** These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. The "authorization hold" will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

d. **Understanding Your Account Balance.** Your share draft account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at www.bdfcu.com, at an ATM, or by visiting a credit union branch.

10. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable fees for cashing checks or drafts are stated in our business account fee schedule.

11. POSTDATED AND STALEDATED CHECKS OR DRAFTS - You agree not to draw or issue any check or draft that is postdated. If you draw or issue a check or draft that is payable on a future date, we will have no liability if we pay the check or draft before its payment date. You agree not to deposit checks, drafts, or other items before they are properly payable. We are under no obligation to pay a check or draft drawn on your account that is presented more than six months after the date it was written; however, if the check or draft is paid against your account, we will have no liability for such payment.

12. FOREIGN CURRENCY - All checks or drafts drawn on your account shall be payable in currency of the United States. You agree not to draw a check or draft that is payable in any foreign currency. If you give us an order to pay a check or draft in a foreign currency, we have the right to return the check or draft unpaid. However, if we pay the check or draft, we will not be responsible for the currency conversion or any fees assessed for collection, and you will be bound by our determination of the currency conversion rate, the data used and the manner in which we make the conversion.

13. STOP PAYMENT ORDERS

a. **Stop Payment Order Request.** Any Authorized Person may request a stop payment order on any check or draft drawn on your account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

For accounts held at credit unions located in the state of New York: Payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us may be stopped only according to the provisions of Section 4-403 of the Uniform Commercial Code as enacted by the state of New York. **For accounts held at credit unions located in states other than New York:** You may not stop payment on any certified check, cashier's check, teller's check or any other check, draft or payment guaranteed by us.

b. **Duration of Order.** You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed from time to time in writing, or in a record if allowed by applicable law. We do not have to notify you when a stop payment order expires. **For accounts held at credit unions located in the states of Florida and Texas:** We have the right to refuse to accept oral stop payment orders and may require that all stop payment orders be made in writing or in a record as allowed by applicable law.

c. **Liability.** Fees for stop payment orders are set forth on our business account fee schedule. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims

related to our refusal to pay an item, as well as claims of the Account Owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

14. CREDIT UNION LIABILITY - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law or elsewhere in this Agreement. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We are not liable if checks, drafts or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

15. UNAUTHORIZED USE OF CHECK OR DRAFT WRITING AND FACSIMILE SIGNATURE EQUIPMENT - You are responsible for maintaining the security of all facsimile signatures, check or draft writing equipment and supplies. You must promptly notify us in writing of the loss or theft of any checks or drafts or the unauthorized use of facsimile signature equipment, as well as the circumstances surrounding the loss, theft or unauthorized use. We are not liable for any unauthorized use of a facsimile signature.

16. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN - Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. You agree we have the right to offset funds in any of your accounts against any obligation owed to us. Federal or state law, depending on whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in the account(s) you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by state or federal law. If we do not apply or offset the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply or offset the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

17. TRANSFER OF ACCOUNT - All accounts are nonassignable and nontransferable to third parties except by us.

18. LEGAL PROCESS - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney's fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

19. ACCOUNT INFORMATION - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is made to comply with the law or an order issued by a court or government agency; (4) you give us written permission; or (5) as otherwise permitted by applicable law. We may provide information to credit bureaus about an insolvency, delinquency, late payment or default on your account to include in your credit report.

20. NOTICES

a. **Name or Address Changes.** You are responsible for promptly notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. If we attempt to locate you, we may impose a service fee as set forth on our business account fee schedule.

b. **Notice of Amendments.** Except as prohibited by applicable law, we may at any time change the terms of this Agreement. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates, or fees as required by law.

c. **Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you.

d. **Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

21. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we will close your account and return the balance to you, less any applicable service fees.

22. STATEMENTS

a. **Contents.** If we provide a periodic statement for your account, you will receive a statement that shows the transactions and activity on your account during the statement period. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

b. **Examination.** You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report to us, within a reasonable time after receiving your statement, any irregularities, such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions, or other discrepancies reflected on your statement if you fail to notify us within 33 days of the date we sent or otherwise provided the statement to you. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

c. **Notice to the Credit Union.** You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors.

If timely notice is given, we reserve the right to make a final reasonable determination regarding whether and in what amount any adjustment shall be made. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

d. **Address.** If we mail you a statement, we will send it to the last known address shown in our records. If you have requested that we send your statement electronically, we will send it to the last e-mail address shown in our records.

23. INACTIVE ACCOUNTS - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our business account fee schedule. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer all funds in an inactive or dormant account to an account payable or reserve account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will then be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

24. TERMINATION OF ACCOUNT - We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account. We are not responsible for payment of any check, draft, transfer or item after your account is terminated; however, if we pay a check, draft, transfer or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees.

You may terminate this Agreement by closing all of your accounts. If your account is a dividend or interest-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends or interest, as applicable. When the account is closed, you will receive the balance remaining in the account after we have made all appropriate deductions and charges. The termination of this Agreement

and the account does not release you from the obligation for payment of accrued fees or your liability for any checks or drafts in process.

25. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

26. DEATH OF ACCOUNT OWNER - If an account is held in the name of an individual person or a business that is organized as a sole proprietorship, we may continue to honor all transfer orders, withdrawals, deposits and other transactions on the account until we are notified of the Account Owner's death. Once we are notified of an Account Owner's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the Account Owner for a period of ten days after the Account Owner's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts or other items. We may require anyone claiming a deceased Account Owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account Owner that is an individual or business organized as a sole proprietorship.

27. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

28. WAIVER OF RIGHTS - We reserve the right to waive or delay the enforcement of any provision of this Agreement with respect to any transaction or series of transactions. A waiver or delay of our rights at anytime shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future time.

29. SEVERABILITY - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of this Agreement.

30. ENFORCEMENT - You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

31. GOVERNING LAW - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of Illinois.

32. WAIVER OF TRIAL BY JURY AND AGREEMENT AS TO LOCATION OF LEGAL PROCEEDINGS - As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county of the Credit Union office where you opened your account. You and we agree to waive any right to trial by jury in any legal proceeding or lawsuit involving the account.

33. NEGATIVE INFORMATION NOTICE - We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

34. MONITORING AND RECORDING COMMUNICATIONS - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise provided by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

35. CONSENT TO CONTACT - By signing or otherwise authenticating the Business Account Card, the Authorized Person(s) agree(s) we and/or our third-party providers, including debt collectors, may contact the Authorized Person(s) by telephone or text message at any telephone number associated with the account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to Authorized Person(s), in order to service the account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. The Authorized Person(s) further agree(s) methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. The Authorized Person(s) may withdraw the consent to be contacted on their wireless telephone number(s) at any time by any reasonable means. If the Authorized Person(s) has provided a wireless telephone number(s) on or in connection with any account, the Authorized Person(s) represents and agrees they are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and has the authority to

give this consent. Furthermore, the Authorized Person(s) agrees to notify us of any change to the wireless telephone number(s) which they have provided to us.

In order to help mitigate harm to the Authorized Person(s) and the account, we may contact the Authorized Person(s) on any telephone number associated with the account, including a wireless telephone number (i.e. cell phone number), to deliver any messages related to suspected or actual fraudulent activity on the account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. The Authorized Person(s) will have an opportunity to opt-out of such communications at the time of delivery.



Partnership

Financial Credit Union

Main Office 847-MYPFCU1 (847-697-3281)
5940 Lincoln Ave • Morton Grove, IL 60053-3350
www.mypfcu.org

New Update Date: _____

BUSINESS ACCOUNT CARD

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT			
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business that opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.			
MEMBER/ACCOUNT OWNER		<input type="checkbox"/> UPDATE (describe):	
BUSINESS/ORGANIZATION NAME TRITON COLLEGE		MEMBER/ACCOUNT NUMBER	
OTHER TRADE OR D/B/A NAME		MEMBERSHIP ELIGIBILITY BUSINESS IN FOM	
STATE ORGANIZED ILLINOIS	EIN/TIN	NATURE OF BUSINESS EDUCATION	
TYPE OF BUSINESS/ ORGANIZATION	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Single Member LLC	<input type="checkbox"/> Limited Liability Company (LLC) Select Tax Classification: <input type="checkbox"/> C = C Corporation <input type="checkbox"/> S = S Corporation <input type="checkbox"/> P = Partnership	<input type="checkbox"/> Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited <input type="checkbox"/> Limited Liability <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Unincorporated Organization/Association <input checked="" type="checkbox"/> Other: UNIT OF LOCAL GOVERN
BUSINESS LICENSE NUMBER	ISSUED BY	ISSUANCE DATE	EXPIRATION DATE
MAILING ADDRESS 2000 5TH AVE RIVER GROVE IL 60171		PHYSICAL ADDRESS 2000 5TH AVE RIVER GROVE IL 60171	
BUSINESS PHONE		OTHER PHONE	EMAIL ADDRESS JIMREYNOLDS@TRITON.EDU
AUTHORIZED PERSON		<input type="checkbox"/> UPDATE (describe):	
NAME SEAN SULLIVAN		SSN/TIN	DATE OF BIRTH
HOME ADDRESS 2000 5TH AVE RIVER GROVE IL 60171		DRIVER'S LICENSE/PERSONAL ID NO.	STATE ID ISSUED BY
TITLE /POSITION VP OF BUSINESS SERVICES		ID ISSUANCE DATE	ID EXPIRATION DATE
OWNERSHIP % (IF ANY)	LANDLINE/HOME PHONE (708)779-4542	CELL PHONE	BUSINESS PHONE (708)779-4542
AUTHORIZED PERSON		<input type="checkbox"/> UPDATE (describe):	
NAME		SSN/TIN	DATE OF BIRTH
HOME ADDRESS		DRIVER'S LICENSE/PERSONAL ID NO.	STATE ID ISSUED BY
TITLE /POSITION		ID ISSUANCE DATE	ID EXPIRATION DATE
OWNERSHIP % (IF ANY)	LANDLINE/HOME PHONE	CELL PHONE	BUSINESS PHONE
AUTHORIZED PERSON		<input type="checkbox"/> UPDATE (describe):	
NAME		SSN/TIN	DATE OF BIRTH
HOME ADDRESS		DRIVER'S LICENSE/PERSONAL ID NO.	STATE ID ISSUED BY
TITLE /POSITION		ID ISSUANCE DATE	ID EXPIRATION DATE
OWNERSHIP % (IF ANY)	LANDLINE/HOME PHONE	CELL PHONE	BUSINESS PHONE
AUTHORIZED PERSON		<input type="checkbox"/> UPDATE (describe):	
NAME		SSN/TIN	DATE OF BIRTH
HOME ADDRESS		DRIVER'S LICENSE/PERSONAL ID NO.	STATE ID ISSUED BY
TITLE /POSITION		ID ISSUANCE DATE	ID EXPIRATION DATE
OWNERSHIP % (IF ANY)	LANDLINE/HOME PHONE	CELL PHONE	BUSINESS PHONE

ACCOUNT TYPE		<input type="checkbox"/> UPDATE (describe): _____	
<input checked="" type="checkbox"/> SHARE/SAVINGS: 000	_____	<input type="checkbox"/> MONEY MARKET: _____	_____
<input checked="" type="checkbox"/> SHARE DRAFT/CHECKING: 115	_____	<input type="checkbox"/> OTHER: _____	_____
<input type="checkbox"/> SHARE CERTIFICATE/CERTIFICATE: _____	_____	<input type="checkbox"/> OTHER: _____	_____
ACCOUNT SERVICES		<input type="checkbox"/> UPDATE (describe): _____	
<input type="checkbox"/> DEBIT CARD: _____	_____	<input checked="" type="checkbox"/> OVERDRAFT SERVICES (indicate transfer priority):	_____
<input type="checkbox"/> ONLINE BANKING: _____	_____	1. _____	_____
<input type="checkbox"/> MOBILE BANKING: _____	_____	2. _____	_____
<input type="checkbox"/> AUDIO RESPONSE: _____	_____	3. _____	_____
TIN CERTIFICATION AND BACKUP WITHHOLDING INFORMATION			
<i>Under penalties of perjury, the undersigned certifies on behalf of the Account Owner that:</i>			
<input type="checkbox"/> 1. The number shown on this form is the Account Owner's correct taxpayer identification number (or the Account Owner is waiting for a number to be issued), and <input type="checkbox"/> 2. The Account Owner is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Account Owner that it is no longer subject to backup withholding, and <input type="checkbox"/> 3. The Account Owner is a U.S. citizen or other U.S. person. For federal tax purposes, the Account Owner is considered a U.S. person if the Account Owner is: an individual who is a U.S. citizen or U.S. resident alien; a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States; an estate (other than a foreign estate); or a domestic trust (as defined in Regulations section 301.7701-7). <input type="checkbox"/> 4. The FATCA code(s) entered on this form (if any) indicating that the Account Owner is exempt from FATCA reporting is correct.			
Certification Instructions. Check the box for item 2 above if the Account Owner has been notified by the IRS that it is currently subject to backup withholding because it has failed to report all interest and dividends on its tax return. Checking the box serves to strike out the language related to underreporting. Complete the appropriate W-8 form if the Account Owner is not a U.S. person. If a separate W-8 form is completed, your signature does not serve to certify this section.			
Exempt payee code (if any) _____		Exemption from FATCA reporting code (if any) _____	

CONSENT TO CONTACT

BY SIGNING BELOW, EACH AUTHORIZED PERSON AUTHORIZES TO DELIVER OR CAUSE TO BE DELIVERED TO SUCH PERSON AT THE TELEPHONE NUMBERS PROVIDED ABOVE, ADVERTISING AND TELEMARKETING CALLS AND TEXT MESSAGE(S) USING AN AUTOMATIC TELEPHONE DIALING SYSTEM AND/OR AN ARTIFICIAL OR PRERECORDED VOICE. THE AUTHORIZED PERSON(S) IS NOT REQUIRED TO SIGN THIS AUTHORIZATION OR ENTER INTO THIS AGREEMENT AS A CONDITION OF PURCHASING ANY PROPERTY, GOODS OR SERVICES. The Authorized Person(s) may withdraw the consent provided herein at any time by any reasonable means.

Signature	Date
X	(Seal)
Signature	Date
X	(Seal)

Signature	Date
X	(Seal)
Signature	Date
X	(Seal)

By executing the Business Account Card, the Authorized Person(s) agrees we and/or our third-party providers, including debt collectors, may contact the Authorized Person(s) by telephone or text message at any telephone number associated with this account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to the Authorized Person(s), in order to service the account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. The Authorized Person(s) further agrees methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. The Authorized Person(s) may withdraw the consent to be contacted on their wireless telephone number(s) at any time by any reasonable means. If the Authorized Person(s) has provided a wireless telephone number(s) on or in connection with any account, the Authorized Person(s) represents and agrees they are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and has the authority to give this consent. Furthermore, the Authorized Person(s) agrees to notify us of any change to the wireless telephone number(s) which they have provided to us.

In order to help mitigate harm to the Authorized Person(s) and this account, we may contact the Authorized Person(s) on any telephone number associated with the account, including a wireless telephone number (i.e. cell phone number), to deliver any messages related to suspected or actual fraudulent activity on the account, data security breaches or identity theft following a data breach, money transfers, or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. The Authorized Person(s) will have an opportunity to opt-out of such communications at the time of delivery.

AUTHORIZATION

By signing or otherwise authenticating, the undersigned, on behalf of the Account Owner, acknowledge(s) receipt of and agree(s) to the terms of this Business Account Card, the Business Membership and Account Agreement, the Funds Availability Policy Disclosure, additional documents and disclosures the Credit Union has provided, and to any amendments the Credit Union may make from time to time, which are applicable to the accounts and services requested herein. The undersigned also agree(s) that the information contained on this document is accurate, that any information updates identified on this Business Account Card amend all previously authenticated Business Account Card(s), and that such updates are subject to the terms and conditions of the applicable disclosures noted herein.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature	Date
X	(Seal)

Signature	Date
X	(Seal)

TITLE: **VP OF BUSINESS SERVICES**

TITLE:

Signature	Date
X	(Seal)

Signature	Date
X	(Seal)

TITLE:

TITLE:

FOR CREDIT UNION USE ONLY

MEMBERSHIP EFFECTIVE DATE 12/07/2021	OPENED/APPROVED BY BETTY FALLOS	MEMBER VERIFICATION
ENTITY FORMATION DOCUMENTS REVIEWED BY BETTY FALLOS		
COPIES OBTAINED		
<input type="checkbox"/> CORPORATE RESOLUTION	<input type="checkbox"/> ARTICLES OF INCORPORATION/ORGANIZATION	<input type="checkbox"/> OPERATING AGREEMENT
<input type="checkbox"/> PARTNERSHIP AGREEMENT	<input type="checkbox"/> BYLAWS OR CODE OF REGULATIONS	<input type="checkbox"/> FINANCIAL STATEMENTS
<input checked="" type="checkbox"/> OFAC/SDN LIST CHECKED	DATE CHECKED: 12/07/2021	<input type="checkbox"/> CREDIT REPORT
		<input checked="" type="checkbox"/> OTHER: _____
	CHECKED BY: BETTY FALLOS	



Partnership Financial Credit Union

Main Office 847-MYPFCUI (847-697-3281)
5940 Lincoln Ave • Morton Grove, IL 60053-3350
www.mypfcu.org

AUTHORIZATION DESIGNATION

BUSINESS/ORGANIZATION NAME TRITON COLLEGE	MEMBER/ACCOUNT NUMBER
LOCATION OF PRINCIPAL OFFICE 2000 5TH AVE RIVER GROVE IL 60171	STATE OF ORGANIZATION ILLINOIS
The Type of Business/Organization for the above named entity is indicated on the Business Account Card. The Authorized Person(s) certify the selection is accurate and agree to provide updates or corrections, if necessary.	
The following authorization(s) is (are) attached to and is (are) a part of this document: <input checked="" type="checkbox"/> Authorization for Share/Deposit Accounts <input type="checkbox"/> Authorization for Borrowing Dated: _____ Dated: _____	

Instructions:

- If the Business/Organization is organized as a corporation, execute Adoption by Vote of Governing Persons OR Adoption by Unanimous Written Consent of Governing Persons section.
- If the Business/Organization is organized as a sole proprietorship, partnership, limited liability company or other non-corporate type of entity, execute Adoption by Unanimous Written Consent of Governing Persons section.

ADOPTION BY VOTE OF GOVERNING PERSONS

The undersigned certifies that he/she is the custodian of the corporate seal (if any) and of the minutes and records of the above named Business/Organization and has been authorized and directed to certify to the Credit Union that the following attached documents are true and correct copies of resolutions and agreements duly adopted by a vote of the governing members of the Business/Organization in accordance with the law and, as applicable, the Articles of Incorporation, Operating Agreement, Bylaws or Code of Regulations, Constitution, Charter and/or rules of the Business/Organization; and that such resolutions have not been withdrawn or changed. The undersigned further certifies that all of the information provided above is true.

Signature	Date
X	(Seal)

Name (print): **MARK R. STEPHENS**
Title: **BOARD CHAIRMAN**

ADOPTION BY UNANIMOUS WRITTEN CONSENT OF GOVERNING PERSONS

The undersigned adopt on behalf of the Business/Organization the following attached resolutions and agree to all actions directed therein. The death or withdrawal of any person signed below shall not constitute a revocation of any authority granted by such resolutions until the Credit Union is notified in writing of such death and the extent of any resulting revocation. Furthermore, the undersigned certify(ies) that he/she/they constitute(s) all of the persons vested with authority to make decisions on behalf of the Business/Organization and that no person with decision-making authority has been omitted; that they are authorized to adopt resolutions by unanimous written consent; that all of the information provided above is true; that the attached are true and correct copies of resolutions adopted by this unanimous written consent; that adoption of these resolutions is in accordance with the law and, as applicable, the Articles of Incorporation or Organization, Operating Agreement Bylaws or Code of Regulations, Constitution, Charter and/or rules of the Business/Organization; and that such resolutions have not been withdrawn or changed.

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):



AUTHORIZATION FOR SHARE/DEPOSIT ACCOUNTS

WHEREAS on this _____ day of _____, 1____, it has been determined that it is in the best interest of the Business/Organization to establish a membership in and depository relationship with PARTNERSHIP FINANCIAL CREDIT UNION ("Credit Union"); and

WHEREAS Business/Organization has considered the terms of the Business Membership and Account Agreement governing accounts established at the Credit Union;

NOW, THEREFORE, BE IT RESOLVED AND AGREED, that the Credit Union is hereby designated as a depository of funds belonging to the Business/Organization.

BE IT FURTHER RESOLVED AND AGREED, that the person(s) designated below as an Authorized Person(s) has (have) the authority to establish a depository relationship with the Credit Union and may, from time to time, open one or more share or deposit account(s) of any type. It is distinctly agreed and understood that the designated Authorized Person(s) is (are) vested with all power and authority described for an Authorized Person in the Business Membership and Account Agreement.

BE IT FURTHER RESOLVED AND AGREED, that the Credit Union will be notified promptly and in writing of any change pertaining to the Authorized Person(s) identified below, of any change in the ownership, legal structure, or management of the Business/Organization, and upon any dissolution or bankruptcy of the Business/Organization.

BE IT FURTHER RESOLVED AND AGREED, that the Credit Union may rely on any actual or facsimile signature that reasonably resembles the facsimile or specimen signature of an Authorized Person provided below, in the exercise of any authority granted by the Business Membership and Account Agreement until notified in writing of a change; that the Credit Union shall not be held liable for refusing to honor any signature where the Business/Organization has not provided to the Credit Union a facsimile or specimen signature; that the Business/Organization holds the Credit Union harmless from and agrees to indemnify the Credit Union for all claims, demands, losses, costs, damages or expenses including reasonable attorney's fees suffered or incurred by the Credit Union resulting from payments and disbursements made or any other actions the Credit Union takes in good faith in reliance on the actual or facsimile signatures of an Authorized Person, provided that when a signature is required to exercise the authority described in the Business Membership and Account Agreement, the signature of an Authorized Person with respect to share or deposit accounts must appear on the appropriate document.

AUTHORIZED PERSON(S) FOR SHARE/DEPOSIT ACCOUNTS

Facsimile/Specimen Signature	Date
X	(Seal)

Name (print): **SEAN SULLIVAN**
 Title: **VICE PRESIDENT OF BUSINESS SER**

Facsimile/Specimen Signature	Date
X	(Seal)

Name (print):
 Title:

Facsimile/Specimen Signature	Date
X	(Seal)

Name (print):
 Title:

Facsimile/Specimen Signature	Date
X	(Seal)

Name (print):
 Title:

BE IT FURTHER RESOLVED AND AGREED, that as noted below, this Authorization for Share/Deposit Accounts:

- Is the first Authorization for Share/Deposit Accounts presented to the Credit Union.
- Expressly revokes and replaces any and all prior Authorizations for Share/Deposit Accounts adopted by the Business/Organization and presented to the Credit Union.
- Supplements any and all prior Authorizations for Share/Deposit Accounts adopted by the Business/Organization and presented to the Credit Union.

(If none of the above boxes are checked, the Credit Union may assume that this document revokes and replaces any and all prior Authorizations for Share/Deposit Accounts that may be on file.)

AUTHORIZATION FOR BORROWING

WHEREAS on this _____ day of _____, _____, it has been determined that it is in the best interest of the Business/Organization to establish a borrowing relationship with _____ ("Credit Union")

NOW, THEREFORE, BE IT RESOLVED AND AGREED, that the following person(s) is (are) designated as an Authorized Person and is (are) authorized to do the following:

- 1) Obtain loans of any kind from time to time from the Credit Union;
- 2) Sign notes and credit agreements evidencing loans received from the Credit Union at such rates and terms as may be required by the Credit Union and as deemed proper by the Authorized Person(s);
- 3) Pledge, assign, mortgage or otherwise grant a security interest in any or all real property, fixtures, tangible, or intangible personal property, or any other assets of the Business/Organization for the purpose of securing loans and credit extended by the Credit Union to the Business/Organization or to guarantee and/or secure indebtednesses of others to the Credit Union, and may execute and deliver to the Credit Union security agreements, assignments, mortgages, hypothecations, agreements not to encumber and other agreements, which may contain any promises, warranties, representations, terms and conditions the Authorized Person(s) deems proper, and may execute any document or perform any act for the purpose of perfecting a security interest including delivering property into the Credit Union's possession as well as withdrawing and substituting such property from time to time;
- 4) Endorse or assign with or without recourse and deliver to the Credit Union for negotiation, discount, deposit, application to loan balances or for collateral purposes, notes, drafts, checks, certificates of deposit, acceptances, chattel paper, accounts, commercial and other business paper, now owned or hereafter acquired by the Business/Organization;
- 5) Execute and deliver to the Credit Union applications, agreements and other instruments the Credit Union requires for the issuance of letters of credit for the benefit of and to be held by the Business/Organization; and
- 6) Enter into subordination and guarantee agreements and grant other financial accommodations to the Credit Union.

BE IT FURTHER RESOLVED AND AGREED, that the Credit Union will be notified promptly and in writing of any change pertaining to the Authorized Person(s) identified below, any change in the ownership, legal structure, or management of the Business/Organization, and upon any dissolution or bankruptcy of the Business/Organization.

BE IT FURTHER RESOLVED AND AGREED, that the Credit Union may rely on any actual or facsimile signature that reasonably resembles the facsimile or specimen signature of an Authorized Person provided below, in the exercise of any of the foregoing powers until notified in writing of a change; that the Credit Union shall not be held liable for refusing to honor any signature where the Business/Organization has not provided to the Credit Union a facsimile or specimen signature; that the Business/Organization holds the Credit Union harmless from and agrees to indemnify the Credit Union for all claims, demands, losses, costs, damages or expenses, including reasonable attorney's fees suffered or incurred by the Credit Union resulting from payments made or any other actions the Credit Union takes in good faith in reliance on the actual or facsimile signatures of an Authorized Person, provided that the signature of an Authorized Person with respect to borrowing must appear on the appropriate document.

AUTHORIZED PERSON(S) FOR BORROWING

Facsimile/Specimen Signature	Date
X	(Seal)

Name (print):
Title:

Facsimile/Specimen Signature	Date
X	(Seal)

Name (print):
Title:

Facsimile/Specimen Signature	Date
X	(Seal)

Name (print):
Title:

Facsimile/Specimen Signature	Date
X	(Seal)

Name (print):
Title:

BE IT FURTHER RESOLVED AND AGREED, that as noted below, this Authorization for Borrowing:

- Is the first Authorization for Borrowing presented to the Credit Union.
- Expressly revokes and replaces any and all prior Authorizations for Borrowing adopted by the Business/Organization and presented to the Credit Union.
- Supplements any and all prior Authorizations for Borrowing adopted by the Business/Organization and presented to the Credit Union.

(If none of the above boxes are checked, the Credit Union may assume that this document revokes and replaces any and all prior Authorizations for Borrowing that may be on file.)

CERTIFICATION REGARDING BENEFICIAL OWNERS OF LEGAL ENTITY MEMBERS

WHAT IS THIS FORM?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity members. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

WHO HAS TO COMPLETE THIS FORM?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a **legal entity** includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. **Legal entity** does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

WHAT INFORMATION DO I HAVE TO PROVIDE?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of Non-U.S. persons) for the following individuals (i.e., the **beneficial owners**):

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity member (e.g., each natural person that owns 25 percent or more of the shares of a corporation); **and**
- (ii) An individual with significant responsibility for managing the legal entity member (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)).

The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

CONTINUE TO THE FOLLOWING PAGE

CERTIFICATION OF BENEFICIAL OWNER(S)

Persons opening an account on behalf of a legal entity must provide the following information.

a. Name and Title of Natural Person Opening Account:

NAME SEAN SULLIVAN	TITLE VP OF BUSINESS SERVICES
-----------------------	----------------------------------

b. Name, Type and Address of Legal Entity for Which the Account is Being Opened:

NAME TRITON COLLEGE	TYPE	ADDRESS 2000 5TH AVE RIVER GROVE IL 60171
------------------------	------	---

c. The following information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above. If no individual meets this definition, please check "Beneficial Owner Not Applicable" below and skip to the next section. Beneficial Owner Not Applicable**BENEFICIAL OWNER 1**

NAME	DATE OF BIRTH	ADDRESS (Residential or Business Street Address)
SOCIAL SECURITY NUMBER*	PASSPORT OR OTHER ID NUMBER*	COUNTRY OF ISSUANCE*

BENEFICIAL OWNER 2

NAME	DATE OF BIRTH	ADDRESS (Residential or Business Street Address)
SOCIAL SECURITY NUMBER*	PASSPORT OR OTHER ID NUMBER*	COUNTRY OF ISSUANCE*

BENEFICIAL OWNER 3

NAME	DATE OF BIRTH	ADDRESS (Residential or Business Street Address)
SOCIAL SECURITY NUMBER*	PASSPORT OR OTHER ID NUMBER*	COUNTRY OF ISSUANCE*

BENEFICIAL OWNER 4

NAME	DATE OF BIRTH	ADDRESS (Residential or Business Street Address)
SOCIAL SECURITY NUMBER*	PASSPORT OR OTHER ID NUMBER*	COUNTRY OF ISSUANCE*

d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- Any other individual who regularly performs similar functions (if appropriate, an individual listed under section (c) above may also be listed in this section (d)).

NAME SEAN SULLIVAN	ADDRESS (Residential or Business Street Address) 2000 5TH AVENUE RIVER GROVE IL 60171	
TITLE VP OF BUSINESS SERVICES	DATE OF BIRTH	
SOCIAL SECURITY NUMBER*	PASSPORT OR OTHER ID NUMBER*	COUNTRY OF ISSUANCE*

* For U.S. Persons: Provide a Social Security Number.

For Non-U.S. Persons: Provide a Social Security Number, passport number and country of issuance, or other similar identification card number or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

CERTIFICATION SIGNATURE

I, SEAN SULLIVAN (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct. I also agree, on behalf of the Legal Entity identified above, that the Credit Union will be notified of any change in such information.

Signature

Date

X

(Seal)



REG GG DUE DILIGENCE WORKSHEET

Partnership Financial Credit Union is required to conduct due diligence on all accounts opened to determine if the customer and its activities commensurate with the credit union; judgment of the risk of restricted transactions presented by the customer's business.

ACCOUNT NAME: _____ ACCOUNT NUMBER: _____

1. Can the bank determine the business/ commercial customer presents a minimal risk of engaging in an internet gambling business? YES _____ NO _____

How was the determination made? _____

ATTENTION: If the answer to question #1 is YES, you can stop completing the rest of the form.

2. If the bank can't determine if the commercial customer presents minimal risk you must obtain certification from the commercial customer that it does not engage in an internet gambling business.

3. If the customer does engage in an internet gambling business the bank must collect the following, prior to opening the account:

- Evidence of legal authority to engage in the internet business. A copy of the commercial customer's license that expressly authorizes the customer to engage in the internet gambling business issued by the appropriate State or Tribal authority
- If the customer does not have such a license, a reasoned legal opinion that demonstrates that the commercial customer's internet gambling business does not involve restricted transactions.

4. In order to continue with the account opening, the commercial customer will be required to provide a written commitment to notify the bank of any changes in its legal authority to engage in its internet gambling business.

5. A third-party certification that the commercial customer's systems for engaging in the internet gambling business are Reasonably designed to ensure that the commercial customer's internet gambling business will remain within the licensed or otherwise lawful limits, including with respect to age and location verification.

Unlawful Internet Gambling Enforcement Act Certification

By signing this document, I (we) _____, certify to that my (our) commercial business does not engage in an internet gambling business.

_____	_____	_____
Authorized Signer	Title	Date
_____	_____	_____
Authorized Signer	Title	Date

Employee Completing: _____ Verified By: _____

Completed By: _____ Date: _____



Partnership

Financial Credit Union

Main Office 847-MYPFCU1 (847-697-3281)
5940 Lincoln Ave • Morton Grove, IL 60053-3350
www.mypfcu.org

LOANLINER

ACCOUNT AUTHORIZATION CARD

MEMBER INFORMATION

Member/Owner: TRITON COLLEGE		Member No:
Street: 2000 5TH AVE		
City/State/Zip: RIVER GROVE IL 60171		
Home Phone:		Work Phone: (708) 779-4542
E-mail: JIMREYNOLDS@TRITON.EDU		
Type of Entity:	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> LLC (Limited Liability Company) Select Tax Classification: <input type="checkbox"/> C = C Corporation <input type="checkbox"/> S = S Corporation <input type="checkbox"/> P = Partnership
	<input type="checkbox"/> Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited <input type="checkbox"/> Limited Liability	<input type="checkbox"/> Unincorporated Organization <input type="checkbox"/> Association/Club <input type="checkbox"/> Trust/Estate <input checked="" type="checkbox"/> Other: <u>UNIT OF LOCAL GOVERN</u>

Other Name(s):

Person(s) authorized to receive account information:

Is more than one signature required to transact business? No Yes - How many?

AUTHORIZED SIGNERS

By signing this authorization, each of the signers jointly and severally certifies and agrees that the terms in the "CERTIFICATE OF AUTHORITY" section apply to the Member/Owner listed in the "MEMBER INFORMATION" section. The signers further acknowledge receipt of and agree to the terms of the Membership and Account Agreement, Account Card, Truth-in-Savings Disclosure, and Funds Availability Policy Disclosure, if applicable, as amended by the Credit Union from time to time.

SEAN SULLIVAN	VICE PRES. BUSINESS	X	
Name	Title	Signature	Date
		X	
Name	Title	Signature	Date
		X	
Name	Title	Signature	Date
		X	
Name	Title	Signature	Date

CERTIFICATE OF AUTHORITY

- Member/Owner.** The Member/Owner name shown in the "MEMBER INFORMATION" section is the complete and correct name of the Member/Owner. If applicable, all registered assumed names under which the Member/Owner does business are shown. Each corporate officer, partner or trustee, whichever is applicable, warrants that the corporation, partnership, or living trust has been duly formed and is currently existing.
- Authorized Signers.** The officers, authorized agents, or trustees, as applicable, signing in the "AUTHORIZED SIGNERS" section (Signers) presently occupy the positions shown and are authorized to transact business on behalf of the Member/Owner. Each Signer agrees to notify the Credit Union in writing of any change in authority. The Credit Union may request any other evidence of Signer's authority at any time.
- Authority.**
 - Each Signer certifies and agrees that the Member/Owner's accounts will be governed by the terms set forth in the Membership and Account Agreement and Account Card, as amended from time to time.
 - The Credit Union is directed to accept and pay without further inquiry any item, bearing the appropriate number of signatures as indicated in the "AUTHORIZED SIGNERS" section, drawn against any of the Member/Owner's accounts. Unless otherwise indicated, any one Authorized Signer is expressly authorized to endorse all items payable to or owned by the Member/Owner for deposit with or collection by the Credit Union and to execute such other agreements and to perform any other transaction under the agreement.
 - The authority given to the Authorized Signers and Persons Authorized to Receive Account Information shall remain in full force until written notice of revocation is delivered to and received by the Credit Union at each location where an account is maintained. Any such notice shall not affect any items in process at the time notice is given. An authorized officer, trustee, or agent of the Member/Owner will notify the Credit Union of any change in the Member/Owner's composition, assumed business names, or any aspect of the entity affecting the deposit relationship between the Member/Owner and the Credit Union before any such change occurs. The Credit Union shall have no duty to inquire as to the powers and duties of any Signer and shall have no notice of any breach of fiduciary duties by any Signer unless the Credit Union has actual notice of wrongdoing.
 - The Persons Authorized to Receive Account Information, if applicable, are authorized to receive from the Credit Union, either orally or in writing, any information related to the account. Those persons are not authorized to withdraw funds or issue checks/drafts against or make any transaction related to the account.
- Liability.** Member/Owner and each Signer agree to indemnify and hold the Credit Union harmless of any claim or liability as a result of unauthorized acts of any Signer or former Signer or acts of any Signer upon which the Credit Union relies prior to notice of any account change or change of Member/Owner. The Member/Owner agrees that the Credit Union shall not be liable for any losses due to the Member/Owner's failure to notify the Credit Union of such changes.

FOR CREDIT UNION USE ONLY See Account Card

Effective Date: **12/07/2021** Opened/App'd by: **BETTY FALLOS** Member Verification:

Reviewed Documentation:

Copies Obtained: Corporate Resolution Certificate/Affidavit of Trust Partnership Agreement Other:

PA 1032
Bill Pay

MASTER

Subscriber Reports File Download Compliance Information Data Complete

LIVE CHAT
Contact
Resource Center
Training Material
Home
Edit Admin User
Password Change Frequency
Terms & Conditions
Voice Terms & Conditions
New Broadcast Message
Sent Messages

BILL PAYING AGREEMENT/TERMS & CONDITIONS-BUSINESS ACCOUNTS

There is no monthly fee to use the PARTNERSHIP FINANCIAL CREDIT UNION Bill Pay for your on-line bill payments.

This is your bill paying agreement with PARTNERSHIP FINANCIAL CREDIT UNION . You may use the PARTNERSHIP FINANCIAL CREDIT UNION bill paying service, Classic Bill Pay, to direct PARTNERSHIP FINANCIAL CREDIT UNION to make payments from your designated checking account to the Payees you choose in accordance with this agreement. The terms & conditions of this Agreement are in addition to the Account agreements, terms & conditions and other documents in effect from time to time governing your Account (the Account Rules).

"You" or "your" means each person who is authorized to use the service. "Payee" means anyone, including the Financial Institution, you designate and the Financial Institution accepts as a payee.

HOW TO SET UP PAYEES/PAYMENTS

In order for you to add a new payee, use "+ Add Payee". You may add a new fixed payment to a Payee, only if the Payee is on your authorized list of payees, and by accessing the Service and entering the appropriate information. Most other additions, deletions, or changes can be made by using the Service. The Financial Institution reserves the right to refuse the designation of a Payee for any reason. You may pay almost any payee you wish, however, there are several restrictions:

- 1) The merchant must be located in the United States;
- 2) Payments may not be remitted to tax authorities or government and collection agencies;
- 3) Payments may not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities and
- 4) Court directed payments are unauthorized (Alimony, child support, or other legal debts). You can use this system to send payments to any company or individual, ie: your child at school, your local orthodontist, charitable donations, etc. A merchant is defined as anybody (company or individual) to whom you want to send money.

The Financial Institution is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

THE BILL PAYING PROCESS:

Single Payments:

A single payment will be processed on the business day (generally Monday through Friday, (except certain holidays) that you designate as the payment process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the financial institution, is currently 3:00 P.M. CST. A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (generally weekends and certain holidays) as the payments process date, the payment will be processed on the first business day following the designated process date.

Recurring Payments:

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

For Single and Recurring Payments, YOU MUST ALLOW AT LEAST FIVE TO SEVEN BUSINESS DAYS, PRIOR TO THE DUE DATE, if paying by check, for each bill payment to reach the Payee. If the funds are being sent electronically, allow TWO BUSINESS DAYS. (For Midwest subscribers, allow 7-9 days and for west coast subscribers, allow 8-10 days.) Any bill payment can be changed or canceled, provided you access the Bill Pay Service prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated. You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the Financial Institution. The Financial Institution reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and the Financial Institution has not

Page 2 of 2

exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree the Financial Institution, at its option, may charge any of your accounts with the Financial Institution to cover such payment obligations. The financial institution reserves the right to change the cut-off time. You will receive notice if it changes.

LIABILITY

You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The Financial Institution is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Financial Institution is not liable for any failure to make a Bill Payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Payee for a Bill Payment. The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent. In any event, the Financial Institution will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Financial Institution has knowledge of the possibility of them. The Financial Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control.

Amendment and Termination

The Financial Institution has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

The Financial Institution has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to the Financial Institution. The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Financial Institution on your behalf.

FEES:

You will not be charged a fee for the Classic Bill Pay Service. You are allowed and unlimited number of monthly payments.

Additional Charges for Customer requested Services and Other Items:

These charges will only be assessed if you request one or more of the services listed here. There will be NO Charge for any item if needed to correct a Financial Institution error.

- Written Correspondence to Payee: \$10.00
- Per proof of Payment not necessitated by a dispute: \$10.00
- Payments returned due to customer error: \$5.00
- Account Overdraft Fee: \$29.00/per item
- No Activity for 90 Days \$3.00/month

The Financial Institution reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Terms & Conditions Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

This Document will be presented to your subscribers. Please make all revisions before saving.



Partnership Financial Credit Union

Main Office 847-MYPFCU1 (847-697-3281)
5940 Lincoln Ave • Morton Grove, IL 60053-3350
www.mypfcu.org

ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Partnership Financial Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. EFT SERVICES — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

a. Visa Debit Card. If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Cirrus, Co-Op, STAR, Allpoint, Accel/Exchange networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your Visa card without a PIN for certain transactions on the Visa Cirrus, Co-Op, STAR, Allpoint, Accel/Exchange networks. However, provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

At the present time, you may also use your card to:

- Make deposits to your share and checking accounts at terminals where deposits are accepted.
- Withdraw funds from your share and checking accounts.
- Transfer funds from your share and checking accounts.
- Obtain balance information for your share and checking accounts.
- Access your checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services by mail or telephone from places that accept Visa.
- Some of these services may not be available at all terminals.

The following limitations on Visa Debit Card transactions may apply:

- You may purchase up to a maximum of \$2,500.00 per day.
- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.
- The Credit Union may set other limits on the dollar amount or number of transactions permitted and you will be notified.
- You may make no more than an aggregate of ten (10) transactions per day or the maximum daily limits whichever comes first.



Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

b. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share and/or checking account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

c. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

d. It'sMe 24/7. If It'sMe 24/7 is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use It'sMe 24/7 to:

- Withdraw funds from your share and checking accounts.
- Transfer funds from your share and checking accounts.
- Obtain balance information for your share, checking, loan, and certificate accounts.
- Make loan payments from your share and checking accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.

Your accounts can be accessed under It'sMe 24/7 via personal computer. It'sMe 24/7 will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on It'sMe 24/7 transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

e. Mobile App. If PFCU's Mobile App is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use PFCU's Mobile App to:

- Withdraw funds from your share and checking accounts.
- Transfer funds from your share and checking accounts.
- Obtain balance information for your share, checking, loan, and certificate accounts.
- Make loan payments from your share and checking accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.

Your accounts can be accessed under PFCU's Mobile App via mobile device or other approved access device(s). Mobile App will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on PFCU's Mobile App transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

f. IPAY (Bill Pay). We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on IPAY (Bill Pay) transactions may apply:

- There is no limit on the number of bill payments per day.

2. TRANSFER LIMITATIONS — None.

3. CONDITIONS OF EFT SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions.

Visa. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted

under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

4. FEES AND CHARGES — There are certain fees and charges for EFT services. From time to time, the charges may be changed. We will notify you as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

a. Visa Debit Card Fees.

- Replacement card fee of \$10.00 per card.
- Nonsufficient funds fee of \$29.00.
- \$29.00 charge for each one-time debit overdraft.

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

847.MYPFCU1 (847.697.3281)

or write to:

Partnership Financial Credit Union
5940 Lincoln Avenue
Morton Grove, IL 60053

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

6. RIGHT TO RECEIVE DOCUMENTATION —

a. Periodic Statements. Transfers and withdrawals made through any debit card transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 847.MYPFCU1 (847.697.3281). This does not apply to transactions occurring outside the United States.

7. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;

- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

8. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages proximately caused by our error. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If acts of God (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral subject to our lien or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If any circumstances beyond our control (such as your willful or negligent use of your card, access code, or any EFT facility for making such transfers) prevent the transaction.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

11. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your share and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

847.MYPFCU1 (847.697.3281)

or write to:

Partnership Financial Credit Union
5940 Lincoln Avenue
Morton Grove, IL 60053

- Tell us your name and account number.

- Describe the electronic transfer you are unsure about and explain, as clearly as you can why you believe the Credit Union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

12. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Illinois, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

14. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

Effective Date: November 16, 2015

Online Banking Use Agreement, Authorization to Receive Electronic Statements and Other Disclosures, and Electronic Bill Payment

1. The **It's Me 247** online banking system (hereinafter called the SYSTEM), is provided as a service of the CREDIT UNION and permits access to your account information and, upon request, allows account transactions to be conducted. By accessing the SYSTEM, you are verifying that you are the account holder or you have full legal authority granted by the account holder to obtain information and conduct transactions. Reference to "computer" in this Agreement shall mean any electronic and/or digital device that provides web browser capabilities, including personal computer, laptop, personal digital assistant, and mobile and/or smartphone compatible with the SYSTEM.
2. The CREDIT UNION has provided an Account Number and initial password which are required in order to permit access through the SYSTEM. The first time you login to Online Banking, you will be required to change this initial password. You authorize the CREDIT UNION to follow any instructions entered through the online banking SYSTEM using your password. You agree that you are responsible to make sure that the Account Number and password are maintained in a secure manner and not disclosed to any person who is not authorized to obtain account information or conduct transactions on your account.
3. If you use any method of storing the Account Number and password on your computer, you agree that you are solely responsible for any access obtained to account information or any transactions conducted on any account. If you have reason to believe that the Account Number or password have been disclosed to or obtained by any unauthorized person, you agree to immediately notify the CREDIT UNION.
4. When connected to or using the SYSTEM, you agree to ensure that no unauthorized persons have access to your computer. If you fail to maintain direct control and supervision over your computer or otherwise fail to ensure that no unauthorized persons have access to your computer when connected to or using the SYSTEM, you agree that any use of the SYSTEM utilizing your password is not unauthorized use, and the CREDIT UNION and any other companies or entities involved in the design, development or operation of the SYSTEM are not responsible for any loss, expense, injury, cost or damage resulting from any access obtained to account information or any transactions conducted on any account, to the extent permitted by law.
5. The CREDIT UNION may provide documents which are delivered to you electronically. These electronic documents are accessible when you login to the online banking SYSTEM. You agree to receive these documents, and any disclosures to which you are entitled under Federal Reserve Board Regulations B (Equal Credit Opportunity Act), E (Electronic Fund Transfers Act), M (Consumer Leasing Act), Z (Truth in Lending Act), and CC (Expedited Funds Availability Act); the National Credit Union Administration Truth in Savings Regulation, the Fair Credit Reporting Act, and any other applicable state or federal regulation or statute, including but not necessarily limited to your monthly credit union account statement, electronically, through your access to this system.

6. You understand and acknowledge that you presently have the right to receive such disclosures in paper form, and that you may revoke the authorization given in Section 5 at any time by providing the Credit Union with written notice of such revocation, at which time you will again be entitled to receive such disclosures in paper form. Whether you send such notice of revocation by paper or electronic means, the effective date of your revocation will be no more than 30 days from the day such notice is acknowledged as received by the credit union.
7. The technical requirements to assure that you have the ability to access and retain your eStatements and other electronic disclosures are described in this section. You must have Internet access and a valid email account and address. You must request access to the online banking SYSTEM through the CREDIT UNION. Your computer must have installed browser software which utilizes appropriate security protections. If you fail to use current, supported browser software, the CREDIT UNION and any other entities involved in the design, development or operation of the SYSTEM are not responsible for any loss, expense, injury, cost or damage resulting from any access obtained to account information or any transaction conducted on any account. For E-Statements and other electronic documents, you must have access to a printer or the ability to download information in order to keep copies of electronic documents for your records.
8. You understand and agree that you must notify the credit union if your email address changes by providing the CREDIT UNION with written or electronic notice of any such change in address, and that the effective date of this new email address will be no more than 30 days from the day such notice is acknowledged as received by the credit union. You hereby hold the CREDIT UNION harmless in the event that you have not received any required statement or other notice as a result of your failure to notify the credit union of a change in your email address.
9. You understand and agree that even though you have agreed to receive disclosures electronically, you may contact the CREDIT UNION by email or telephone to request that the CREDIT UNION send a paper copy of a disclosure that has already been sent electronically, and that the CREDIT UNION may charge a fee for that service, which fee will be separately disclosed. You agree that such fee can be deducted by the CREDIT UNION from any account you own at the CREDIT UNION.
10. By accepting this Agreement, you acknowledge that you have read the terms of this Agreement and that you agree to be bound by these terms. When you enroll in the eStatement service, you consent to receive your periodic account statements and other disclosures electronically. If your CREDIT UNION account is owned jointly with another person(s), any one of you may consent to receive E-Statements and electronic disclosures, including eNotices. Further, you understand that by accepting this Agreement, the current date will be logged as part of your account records and the SYSTEM services will be activated for your account.

THE FOLLOWING SECTIONS ONLY APPLY TO USERS OF THE PAYVERIS BILL PAY SYSTEM

BILL PAY TERMS AND CONDITIONS **Service Definitions**

"Service" means the Bill Pay Service offered by the CREDIT UNION, through our designated service provider.

"Service Provider" means companies that we have engaged to render some or all of the Service to you on our behalf.

"Agreement" means these Terms and Conditions of the CREDIT UNION Bill Pay Service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills (E-Bills), as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, Eastern Time, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and the next day will be the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

HARDWARE AND SOFTWARE REQUIREMENTS

To access and retain copies of your online statements and to utilize the Payveris Bill Pay System and to receive other related notices, you must have Internet access with a compatible browser. You may also need Adobe Reader. You are solely responsible to obtain such hardware and software.

CHANGES TO HARDWARE OR SOFTWARE REQUIREMENTS

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your electronic records, we will give you notice of our revised hardware and software requirements. Continuing to use our online and electronic bill paying services after receiving notice of the change is reaffirmation of your consent to use electronic records and to transact electronically.

TRANSFER LIMITATIONS

There is no limit on the number of transfers from your savings account or your MMSA if they are made in person, by Automatic Teller, or by mail, or if they are made to make monthly payments

on the CREDIT UNION loans, to have funds mailed directly to you, or as a distribution of your Direct Deposit.

Federal regulations limit the number of certain types of transfers and/or withdrawals you can make from your savings account and your MMSA to six per calendar month. The types of transfers that are limited are those requested by fax, telephone, internet, and pre-authorized transfers.

ENHANCEMENTS/MODIFICATIONS TO SERVICE

The terms and conditions of these services are subject to change without notification to you, unless prior notification is required by law. CREDIT UNION reserves the right to revoke or refuse Account Access or Mobile Banking services.

We may cancel your Account Access services at any time with or without written notice to you. For example (and not excluding other examples), if you do not provide us with your current mailing address and email address, we may cancel your services until you provide us with your current addresses.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Liability Disclosure

By applying for Account Access, you agree to accept responsibility for protecting the integrity of your Password, Password Reset Question and Answer, and Challenge Questions and Answers. In order to help prevent unauthorized transactions and/or account access, you also agree to ensure the security of the personal computer (PC) you own and/or use to access the CREDIT UNION Account Access service. By securing the PC you own and/or use, we specifically mean installing antivirus software, a firewall, and spyware detection software on your PC, and keeping this security software current, or verifying that the above security software has been installed and is current. You also agree that the CREDIT UNION may revoke Account Access if unauthorized account access occurs as a result of your negligence in safeguarding the Password, Password Reset Question and Answer, and Challenge Questions and Answers, or as a result of your negligence in ensuring the security of the personal computer you own and/or use to access the Account Access service, as described above. Further, you agree that, if the CREDIT UNION is notified that you have included the credit union in the filing of a petition of bankruptcy, the CREDIT UNION may revoke or refuse Account Access service. Granting access to your account via the Internet to a non-signer on the applicable account(s) will make you financially liable for all unauthorized access, losses, or misuse of the account until reported to the CREDIT UNION.

Notify us AT ONCE if you believe your account has been accessed without your authority. The best way to minimize your possible loss is to telephone, although you may advise us in person or in writing. If you do not notify us, you could lose all the money in your account (plus your maximum line of credit amount). If you tell us within two (2) business days of learning of unauthorized access, you can lose no more than \$50 if someone accesses your account without your permission. If you do NOT tell us within two (2) business days of learning of the unauthorized access, and we can prove that we could have prevented it if you had provided us proper notification, you could lose as much as \$500.

If your statement shows any electronic fund transfer you did not make or authorize, advise us at once. If you do not tell us within sixty (60) days after the statement was delivered to you of any unauthorized or fraudulent use of your account, you may be liable for money lost after the sixty (60) days.

If a good reason (such as a long trip or a hospital stay) prevents you from notifying us, we may extend time periods.

DOCUMENTATION OF TRANSACTIONS

Periodic Statements

You will receive a monthly account statement for each month in which you initiate electronic transactions via Payveris Bill Pay Service, unless you choose to suppress your statement. At a minimum, you will receive a quarterly savings account statement. Additionally, you can view all of your savings and checking transaction activity through Account Access.

Transaction Fees

The CREDIT UNION does not charge for transfers initiated via Account Access, viewing account information via the Internet, or the companion Bill Pay services. CREDIT UNION reserves the right to charge for Account Access or Bill Pay. You will be given at least 21 days advance notice before the CREDIT UNION implements any new fees for Account Access or Bill Pay.

Liability for Failure to Make Transfers

If the CREDIT UNION does not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if, through no fault of ours, you do not have sufficient funds in your account or available credit in your CLOC to make the transfer; if the funds in your account are subject to legal process, such as garnishment or attachment; if the account is subject to a pledge or security agreement; or if, despite reasonable precautions that we have taken, circumstances beyond our control (such as fire, power failure, flood, or failure of paying agency to deliver direct deposit payment data) prevent the transfer.

Account Information Disclosure

We will disclose information to third parties about your account or the transactions you make:

- If we return checks on your account drawn on non-sufficient funds or if we are unable to complete an electronic transfer because of non-sufficient funds.
- When it is necessary for completing transfers.
- In order to verify the existence or conditions of your account for a third party, such as a credit bureau or merchant.
- In order to comply with government agency or court orders.
- If you give us your written permission.
- In accordance with our privacy policy.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

If you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt, contact us as soon as possible.

- We must hear from you no later than sixty (60) days after the FIRST statement on which the problem or error appeared.
- Tell us your name and account number.
- Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days. We will notify you of the results of our investigation within ten (10) business days (twenty [20] business days for new accounts) of hearing from you, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days (twenty [20] business days for new accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. A provisional credit is a temporary credit adjustment made to your account during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may remove the provisional credit from your account. Please note that contacting us by telephone will not preserve your rights. If it is determined that there was no error, we will send you a written explanation within three (3) business days of completing our investigation, and any provisional credits will be reversed. If you do not have sufficient funds in your account to cover the amount of the provisional credit, the account will be overdrawn, and you will be responsible for payment. You may ask for copies of the documents that we used in our investigation.

IMPORTANT INFORMATION ABOUT BECOMING AN AUTHORIZED USER

To help fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account, including joint owners. When you open an account or become an authorized user, we will ask you for your name, address, date of birth, and other information that will allow us to identify you.

USE OF THE BILL PAY SERVICE PROVIDER

CREDIT UNION offers the Bill Pay service through our designated third-party service provider. The service provider will be processing bill payments and answering questions directly related to such member-initiated bill payments. Accordingly, the term "Customer Care" represents the customer service provided by the service provider to the CREDIT UNION Bill Pay subscribers on the CREDIT UNION behalf. CREDIT UNION, at its sole discretion, reserves the right to change Bill Pay service providers.

CHARGES OR FEES

Charges for the Bill Pay service, other transactions and optional services (e.g., non-sufficient funds or stop payment fees) are specified in CREDIT UNION's *Schedule of Fees & Charges*, which can be found on the CREDIT UNION website.

You agree to pay such fees and charges, and authorize the Service to charge your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your share or loan accounts will continue to apply. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider.

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are non-sufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and
5. The Service is authorized to report the facts concerning the return to any consumer credit reporting agency.

In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with the CREDIT UNION' *Schedule of Fees & Charges*, which can be found on the CREDIT UNION website (www.cuanswers.com). Further, you also agree that a NSF fee may be charged to your account even if the payment is not returned but is paid and overdraws your Payment Account. By enrolling for and using the Service, you agree that the CREDIT UNION has the right to collect funds from all of your share accounts, as well as the available balance on your line of credit accounts (e.g., CLOC or credit card accounts) to recover funds for all payments that have been requested to be paid by you and your authorized user. This includes accounts on which you are the primary member-owner, as well as accounts on which you are the joint owner.

BILL PAYMENT SCHEDULING

The earliest possible Scheduled Payment Date for each Biller (typically five [5] or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, select a Scheduled Payment Date that allows adequate time for delivery prior to any late date or grace period.

PROHIBITED PAYMENTS

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block cancel and/or reverse such payments:

Payments to persons or entities located in prohibited territories (including any territory outside of the United States); Payments that violate any law, statute, ordinance or regulation; Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids,

controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; Payments related to gambling, gaming and/or any activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services; Tax payments and court ordered payments including but not limited to Alimony and Child Support. In no event shall we or our independent contractors or other third parties to whom we assign or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in above of any violations of this section or the Agreement generally.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability, and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your CLOC account. Per federal regulation, pre-authorized telephone, Internet, or automatic transfers

from savings to cover checking overdrafts cannot exceed six (6) in number per calendar month;

2. The payment processing center is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction.
3. You have not provide the Service with the correct Payment Account Information, or the correct name, address, phone number, or account information for the Biller; and/or
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction, and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller that does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, directing to the proper Biller any previously misdirected transactions, and, if applicable, any late payment-related charges.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be canceled or edited. Therefore, a stop payment request must be submitted.

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Bill Pay Customer Care, offered through our Service Provider. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. Please refer to the CREDIT UNION' *Schedule of Fees & Charges*, which can be found on the CREDIT UNION website (cuanswers.com).

ELECTRONIC BILL (E-BILL) DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills (E-Bills) only, and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller – The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers, and email addresses with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for the purposes of the Biller informing you about Service and/or bill information.

Activation– Upon activation of the electronic bill feature, the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data – Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification– The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification with the Service, the Service may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log in to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account, and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-delivery of electronic bill(s) – You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill – The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorized using the Services. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen, or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was delivered to you of any unauthorized or fraudulent use of your account, you may be liable for money lost after the sixty (60) days. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should notify us as soon as possible.

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- Tell us your name and Service account number;
- Describe the error or the transaction in question and explain as clearly as possible why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- To a consumer reporting agency for research purposes only;
- In order to comply with a governmental agency or court orders;
- If you give us your written permission; or
- In accordance with the CREDIT UNION' privacy policy.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees, and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as a part of this Service, you agree to receive all legally required notifications via electronic means.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that your contact information with the CREDIT UNION' is current and accurate. This includes, but is not limited to, name, address, phone numbers, and email addresses. Changes can be made within the service using the "Update My Personal Profile" feature or by contacting the CREDIT UNION Credit Union. Any changes in your Payment Account should also be made in accordance with the procedures outlined within Service online features. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION OR SUSPENSION

CREDIT UNION or the Service may terminate or suspend Bill Pay Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Any payment(s) the Service has already processed before the termination or suspension date will be completed by the Service. All Scheduled Payments (including, recurring payments) will not be processed once the Service is terminated or suspended.

BILLER LIMITATION

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Bill Pay Customer Care says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate some of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace

such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

ELECTRONIC DISCLOSURES

"Disclosures" means terms, conditions, and other information required to be communicated to you by law.

CREDIT UNION and the Service will provide your Bill Pay Terms and Conditions Agreement electronically. This Agreement will remain available online for you to print. the CREDIT UNION will also provide notices of changes to this Agreement and other related disclosures, if required by law, electronically through the Service's e-messaging system, or U.S. mail to your the CREDIT UNION' address of record. In addition, the CREDIT UNION' will provide changes to the terms of this Electronic Disclosures Agreement and other related disclosures electronically.

HARDWARE AND SOFTWARE REQUIREMENTS

To access and retain copies of your online statements and to utilize the Payveris Bill Pay Service and to receive other related notices, you must have Internet access with a compatible browser. You may also need Adobe Reader. You are solely responsible to obtain such hardware and software.

EXCLUSION OF WARRANTIES

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

LIMITATION OF LIABILITY

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR

AFFILIATES OR SERVICE PROVIDERS, OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 37 AND 38 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS, AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

COMPLETE AGREEMENT, SEVERABILITY, CAPTIONS AND SURVIVAL

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Services and the portion of the Site through which the Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. The Sections regarding Exclusions of Warranties and Limitation of Liability, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

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

Meeting of January 25, 2022

ACTION EXHIBIT NO. 16700

SUBJECT: PACE SERVICE VEHICLE PROGRAM AGREEMENT

RECOMMENDATION: That the Board of Trustees approve the Pace Locally Based Vehicle Program Agreement. This Agreement is an update to the original Agreement approved in 2009 with changes to the driver drug testing and background check requirements. The cost to the college is \$100 per month per vehicle.

RATIONALE: Pace provides the college two (2) 12 passenger busses that are used to shuttle students to and from local bus stops using Triton drivers. There is no end date to the contract unless terminated by either party with 30 day written notice. The existing Drug and Alcohol Policy and Testing Program, and System Security and Emergency Preparedness Plan resolutions that are currently on file with Pace are still valid and new resolutions are not required at this time.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

LOCALLY BASED SERVICE VEHICLE PROGRAM AGREEMENT

This Locally Based Service Vehicle Program Agreement (“Agreement”) is made by Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation, (“Pace”) and Triton College District 504, an Illinois Community College [INSERT ENTITY’S NAME AND TYPE (e.g., Village of Arlington Heights, an Illinois municipal corporation)] (“Provider”). Pace and Provider are sometimes individually referred to as a “Party” and collectively referred to as the “Parties” in this Agreement.

RECITALS

WHEREAS, Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 *et seq.*) to aid and assist public transportation in the six-county northeastern Illinois region of Cook, DuPage, Kane, Lake, McHenry, and Will Counties (“Region”); and

WHEREAS, Provider wants to use Pace-owned vehicles (“Vehicles”) to provide transportation to the general public, senior citizens, individuals with disabilities, and/or low-income individuals, in a manner that will reduce the number of motor vehicles on the road within Provider’s corporate limits (“Service”).

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Effective Date**

This Agreement shall be in effect beginning on the date on which this Agreement is signed by Pace. If a Party signs this Agreement but fails to date its signature, the date that the other Party receives the signing Party’s signature on this Agreement shall be deemed to be the date that the signing Party signed this Agreement.

2. **Term and Termination**

This Agreement shall continue in force and effect unless terminated by either Party upon 30 days’ advance written notice to the other Party. Notwithstanding the foregoing, this Agreement may be terminated by Pace:

- a. Upon five days’ advance written notice to Provider in the event Provider fails to correct any safety, accident, and/or incident reporting violations or to timely pay Pace any amounts due pursuant to this Agreement; or
- b. Immediately upon written notice to Provider in the event Provider fails to comply with paragraphs 6, 8, 12(a), 13, 14, 15, and/or 16.

3. **Pace Vehicle Program**

The Locally Based Service Vehicle Program is a component of the Pace Vehicle Program and, as such, is subject to the Pace Vehicle Program Operations Manual (“Manual”). Provider acknowledges receiving a copy of the Manual, which is incorporated into and made a part of this Agreement.

4. **Vehicle Fees**

Provider shall pay to Pace a monthly usage fee of \$100.00 per Vehicle (“Usage Fee”). Pace shall invoice monthly in advance for the Usage Fee. Provider shall pay each invoice within 30 days of receipt. If an invoice remains unpaid for more than 30 days, Provider shall pay to Pace a monthly late fee of \$25.00 per Vehicle. Late fees shall accrue and be added to the total amount due under the invoice until Provider pays the invoice, including all late fees, in full.

Prior to Vehicle receipt, Provider shall pay to Pace a security deposit of \$500.00 per Vehicle. Pace shall refund the security deposit (without interest) if the Vehicle is returned in the same condition as when Provider received the Vehicle, ordinary wear and tear excepted. Upon termination or expiration of this Agreement, Pace may deduct from the security deposit any amounts due to Pace from Provider.

5. **Vehicle Use Requirement**

On a monthly basis, Pace shall review Provider’s Vehicle use. Upon five days’ advance written notice to Provider, Pace may terminate this Agreement or substitute a more appropriate Vehicle if Pace determines that Provider’s Vehicle use is not consistent with the Pace Locally Based Service Vehicle Program and/or Provider’s intended Vehicle use as stated in the Vehicle Program Application (see attached Exhibit A) completed by Provider.

6. **Conditions and Restrictions on Vehicle Use**

Provider staff shall not:

- Use any Vehicle for:
 - non-public transportation purposes, including personal use, courier service, ambulance-type service, charter service, school bus service, sole transportation of goods, and trailer towing;
 - illegal purposes; or
 - transportation of anyone under the age of eight.
- Allow the consumption of alcoholic beverages and/or use of illegal drugs in any Vehicle.
- Remove any Vehicle from the Region, unless prior written approval is obtained from Pace (see attached Exhibit B).
- Alter, mark, and/or install equipment or signs on any Vehicle, unless prior written approval is obtained from Pace (see attached Exhibit B).
- Subject any Vehicle to seizure, confiscation, forfeiture, or other involuntary transfer.
- Cause a mortgage, pledge, lien, hypothecation, encumbrance, or security interest on any Vehicle.

Provider shall secure and protect each Vehicle, including ensuring that the Vehicle is locked and parked in a secure, off-street location (preferably on Provider’s property or at a public transportation center) when it is not in use. Provider shall provide Pace with written notification of Provider’s secure Vehicle location(s).

7. **Vehicle Monitoring**

Each Vehicle may be equipped with technology that tracks Vehicle location and records audio and video of activities occurring inside and outside the Vehicle.

8. **Vehicle Receipt and Service to Disabled**

Pace may furnish Provider with a non-lift-equipped Vehicle if Provider continues its paratransit services with its own lift-equipped vehicles for the duration of this Agreement. Should Provider discontinue its paratransit service at any time during the pendency of this Agreement, Provider shall immediately notify Pace, which may, in its sole discretion, either replace the non-lift-equipped Vehicle with a lift-equipped Vehicle that will enable Provider to continue its paratransit service, if equipment is available, or terminate this Agreement.

Provider shall comply with the federal requirement requiring public entities which operate a fixed route system to provide paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed route system. A demand responsive system shall be deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- a. Response time;
- b. Fares;
- c. Geographic area of service;
- d. Hours and days of service;
- e. Availability of information;
- f. Reservations capability;
- g. Any constraints on capacity or service availability; and
- h. Restrictions priorities based on trip purpose.

Provider shall certify to Pace on the Monthly Report that Provider is providing equivalent service to individuals with disabilities, including individuals who use mobility aids, in its demand responsive transportation services. A sample of the Monthly Report is contained in the Manual.

9. **Drug and Alcohol Policy and Testing Program**

Provider shall have a drug and alcohol policy ("Provider's D&A Policy") that includes the requirements and procedures contained in the Pace Drug and Alcohol Policy and Testing Program, which Provider acknowledges receiving and which is incorporated into and made a part of this Agreement. Provider's D&A Policy shall be subject to Pace's approval. By prior approved resolution, Provider may adopt the Pace Drug and Alcohol Policy and Testing Program as Provider's D&A Policy in which event Provider, upon its execution of this Agreement, shall provide Pace with a copy of the resolution with the Pace Drug and Alcohol Policy and Testing Program as an attachment. Provider's D&A Policy must meet Federal Transit Administration and Pace mandates pertaining to deterrence, testing, and methodology. Provider shall comply with Provider's D&A Policy throughout the term of this Agreement.

Provider shall be responsible for the cost of all required drug and alcohol testing and U.S. Department of Transportation physical examinations for Provider's staff involved in the Pace Locally Based Service Vehicle Program. Pace shall be responsible for the cost of furnishing Provider with on-line access to substance abuse training courses for Provider's safety-sensitive staff involved in the Pace Locally Based Service Vehicle Program and Provider's staff involved in the Pace Locally Based Service Vehicle Program who will be determining when it is appropriate to administer reasonable suspicion drug and/or alcohol tests.

10. **System Security and Emergency Preparedness Plan**

Provider shall have a system security and emergency preparedness plan ("Provider's SSEPP") that includes the requirements and procedures contained in the Pace System Security and Emergency Preparedness Plan, which Provider acknowledges receiving and which is incorporated into and made a part of this Agreement. Provider's SSEPP shall be subject to Pace's approval. By prior approved resolution, Provider may adopt the Pace System Security and Emergency Preparedness Plan as Provider's SSEPP in which event Provider, upon its execution of this Agreement, shall provide Pace with a copy of the resolution with the Pace System Security and Emergency Preparedness Plan as an attachment. Provider's SSEPP must meet Federal Transit Administration and Pace mandates. Provider shall comply with Provider's SSEPP throughout the term of this Agreement.

11. **Dispatch Operations**

Provider shall be responsible for all dispatch operations for the Service.

12. **Provider's Staff**

Provider shall furnish competent and qualified staff to perform the Service in accordance with the Manual and applicable federal, state, and local laws, statutes, ordinances, rules, and regulations. Provider's staff includes Provider's full-time and part-time employees and volunteers.

a. **Vehicle Drivers**

Any Provider staff operating a Vehicle (also referred to as a driver in this Agreement) shall meet the driver-related requirements set forth in the Manual and applicable federal, state, and local laws, statutes, ordinances, rules, and regulations before he/she operates a Vehicle (*i.e.*, rides in or on (other than as a passenger), uses, or controls in any manner the operation of a Vehicle). Pace shall provide written notice to Provider when each driver has met the requirements set forth in the Manual. In addition, Provider shall comply with driver and safety standards set forth in the Manual and shall maintain for each driver a file evidencing a valid driver's license, valid U.S. Department of Transportation physical examination, drug and alcohol test results, criminal background check, certification of passing Pace's driver training program, and motor vehicle reports covering at least the previous five years.

Each driver shall pass Pace's driver training program, be courteous to Vehicle passengers, and maintain a neat, clean appearance. Pace may establish additional driver-related requirements and procedures through the issuance of bulletins or manuals, which shall be considered part of this Agreement. A driver shall not be considered an employee or agent of Pace or the Regional Transportation Authority.

b. **Transportation Coordinator**

Prior to Vehicle receipt, Provider shall: (i) designate an individual to serve as a Transportation Coordinator, who shall complete administrative training provided by Pace, and (ii) furnish Pace with written notification of the individual's name, title, address, daytime and evening telephone numbers, facsimile number, and email address. The Transportation Coordinator shall be responsible for, among other things, serving as Provider's primary contact person, maintaining records, completing reports, and managing Vehicle maintenance and repairs. Provider shall immediately give written notice of any personnel changes relating to this position to Pace.

13. **Records, Reports, and Forms**

Provider shall maintain and provide Pace with accurate records and reports in accordance with the Manual. Within 48 hours of Pace's written request, Provider shall provide Pace with documentation evidencing Provider's receipt, possession, return, or transfer of any Vehicle and/or other equipment associated with any Vehicle. Provider shall incur a fee of \$15.00 for each violation of these records and reporting procedures.

14. **Accident and Incident Reporting**

A Pace-designated vendor shall furnish accident and incident management services for Vehicles used in the Pace Locally Based Service Vehicle Program. Provider shall immediately report to the vendor and Provider's insurer any Vehicle accident or incident. Provider shall cooperate with Pace and the vendor at all times and abide by any rules and procedures promulgated by Pace and/or the vendor with respect to accident and incident management.

Provider shall comply with Pace's accident and incident handling procedures as set forth in the Manual. The Transportation Coordinator shall immediately report to Pace any Vehicle accident or incident that involves a fatality, the transport of injured person(s) from the scene, the towing of any vehicle from the scene, or any other event of a serious nature. Repair of any Vehicle damage resulting from an accident or incident shall be the responsibility of Provider, and Provider must effectuate any necessary repairs in a timely manner.

15. **Maintenance Procedures and Fuel**

Provider shall be responsible for all Vehicle repair and maintenance costs, including those resulting from any accident or incident, regardless of fault, or Provider's failure to adhere to this Agreement.

Provider shall ensure Vehicle maintenance in accordance with the Manual and applicable Vehicle manual and schedule semi-annual Vehicle safety inspections as required by law.

Provider shall maintain each Vehicle in a good, clean condition and shall be responsible for the cost of Vehicle washing, detailing, storage, and fuel in accordance with the Manual.

16. **Vehicle Inspection**

Provider shall comply with Illinois Department of Transportation safety inspection requirements and, within 10 days of receiving documentation evidencing such compliance, shall forward a copy thereof to Pace. Pace and/or its designee may inspect a Vehicle and/or examine its maintenance records during Provider's normal business hours.

If Pace, in its sole discretion, determines that Provider has failed to maintain any Vehicle in accordance with the Manual, Pace shall give written notice of all deficiencies to Provider, and Provider shall correct the deficiencies within 30 days of receipt of such notice.

17. **Vehicle Return**

Within 14 days of termination or expiration of this Agreement, Provider shall return each Vehicle to Pace in the same condition as when Provider received it, ordinary wear and tear excepted. Upon Vehicle return, Provider and Pace shall jointly conduct a Vehicle inspection and complete a written Vehicle condition report. The report shall be signed by both Pace and Provider. Provider shall reimburse Pace for the cost of repairing any Vehicle damage other than ordinary wear and tear within 30 days of receiving an invoice from Pace for such repair work.

If Provider fails to timely return any Vehicle to Pace or to use, repair, or maintain any Vehicle as required by this Agreement, Provider authorizes Pace, without demand, legal process, or breach of the peace, to enter any premises where the Vehicle is located and take possession of and remove the Vehicle. Provider shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding, and releases Pace from any liability and/or damages, arising out of such repossession.

18. **Third-Party Providers**

"Third-Party Providers" are any parties who, pursuant to contract or agreement with Provider, furnish a part of the Service. Provider's contracts and agreements with Third-Party Providers shall be in writing, shall be made in accordance with applicable laws, shall require Third-Party Provider compliance with this Agreement, shall incorporate this Agreement as an exhibit, shall not release Provider from any obligations under this Agreement, and shall not operate as a waiver of any rights of Pace under this Agreement. Provider shall competitively solicit that part of the Service provided by Third-Party Providers as required by Pace. Provider shall not execute a Third-Party Provider contract or agreement until after Provider furnishes Pace with a copy of the contract or agreement and obtains Pace's written approval of the Third-Party Provider. In the event a Third-Party Provider will use any Vehicle, the Third-Party Provider shall execute a written sublease in a form approved by Pace prior to the use of the Vehicle.

19. **Indemnification**

Provider shall indemnify, defend, and hold harmless Pace, the Regional Transportation Authority (RTA), and their respective directors, officers, agents, and employees from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including reasonable attorneys' fees, arising out of the intentional or negligent acts or omissions of Provider or Third-Party Providers concerning this Agreement. Provider shall further indemnify, defend, and hold harmless Pace, the RTA, and their respective directors, officers, agents, and employees from any and all Third-Party Provider claims arising out of this Agreement. Any and all claims against Pace and/or the RTA for unemployment benefits and worker's compensation benefits are expressly waived by Provider and Third-Party Providers, which shall maintain separate policies of insurance as provided in this Agreement. Upon written notice by a party indemnified under this paragraph to Provider regarding any claim which the indemnified party believes to be covered under this paragraph, Provider shall appear and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the indemnified party shall have the right, at the indemnified party's option and expense, to participate in the defense of any suit, without relieving Provider of Provider's obligations under this paragraph.

20. **Insurance**

Provider shall comply, and shall require its Third-Party Providers to comply, with the insurance requirements set forth in the attached Exhibit C.

21. **Pass-Through Funding Provisions**

Pace received federal funds to purchase the Vehicle(s) used by Provider in connection with the Service. As a condition to receiving the federal funds, Pace agreed to comply with applicable federal laws, regulations, and directives contained in the FTA Master Agreement ("FTA Master Agreement"), which is found on the FTA website at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements> and is incorporated by reference into this Agreement.

As a condition to Provider's Vehicle use, Provider shall comply with applicable federal laws, regulations, and directives contained in the FTA Master Agreement.

A compilation of FTA Master Agreement provisions covered by statutory or regulatory certification or assurance requirements for the current FTA fiscal year is found on the FTA website at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>. Not all of the provisions will apply to Provider or the Service. To ensure compliance with the applicable provisions of the FTA Master Agreement, Provider shall execute the FTA Certifications and Assurances Signature Page and submit it to Pace upon Provider's execution of this Agreement and, thereafter, on an annual basis during the term of this Agreement.

Provider acknowledges that federal laws, regulations, and directives applicable to Pace, Provider, and the Service may be modified from time to time. In particular, new federal laws, regulations, and directives may become effective after the date on which Pace executed the Grant Agreement and, in that event, the new federal laws, regulations, and directives will apply to this Agreement, except to the extent that the FTA determines otherwise in writing.

22. **Compliance with Laws**

- a. Provider shall comply with applicable federal, state, and local laws, statutes, ordinances, rules, and regulations (“Laws”), including those relating to:
 - i. minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, the payment of wages due employees, and applicable regulations established to protect the health and safety of employees, passengers, and the public;
 - ii. employee protection, if required, under Section 5333(b) of the Urban Mass Transportation Act of 1964, as amended, 49 U.S.C. § 5333(b), and Section 2.16 of the Regional Transportation Authority Act, 70 ILCS 3615/2.16, for persons employed by Provider to provide the Service; and
 - iii. anti-discrimination and equal employment opportunity Laws, including but not limited to the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 *et seq.*, Title VII of the Civil Rights Acts of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, the Civil Rights Acts of 1866 and 1871, 42 U.S.C. §§ 1981 and 1983, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*
- b. Provider shall also comply with all of the affirmative action, equal employment opportunity, and disadvantaged business enterprise requirements set forth in the FTA Certifications and Assurances.
- c. The Service must be open to the public (within the limits of schedule and space availability) and shall not be restricted to a particular group of individuals. The Parties shall cooperate to ensure that no person is denied the opportunity to participate in the Service or is subjected to discrimination in the conduct of the Service because of the person’s race, religion, color, age, sex, national origin, mental or physical disability, or sexual orientation or in any manner contrary to applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, and 49 C.F.R. part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation).
- d. If Provider's noncompliance with any of the Laws or the requirements set forth in the FTA Certifications and Assurances results in Provider being declared non-responsible and, therefore, ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, Pace may terminate or void this Agreement in whole or in part without limitation as to any other available remedy.

23. **Audit and Recordkeeping**

Provider shall permit authorized representatives of Pace, the Federal Transit Administration, or their respective designees to inspect and audit all records and data associated with the Service and shall fully and expeditiously cooperate with any such inspection and audit. Provider shall retain all records associated with the Service for a period of five years following expiration or termination of the Service or such longer period of time as may be necessary for any pending audit, litigation, or other claim (“record retention period”). Upon the expiration of the record retention period, Provider shall deliver such records to Pace.

24. **Financial Integrity**

Provider shall provide Pace with a financial audit for the most recent year and any other financial information requested by Pace to assist Pace in verifying Provider’s financial ability to undertake Provider’s obligations under this Agreement. During the term of this Agreement and within 48 hours of receiving Pace’s written request, Provider shall furnish Pace with evidence, satisfactory to Pace, of Provider’s financial ability to carry out Provider’s obligations under this Agreement.

25. **Entire Agreement and Non-Reliance**

This Agreement, including the introductory Recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, shall be implied or impressed upon this Agreement.

Provider represents and warrants that: (a) Provider has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by Provider to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) Pace has not made any representations or warranties to Provider with respect to this Agreement and the transaction(s) contemplated by this Agreement, except such representations and/or warranties that are specifically and expressly set forth in this Agreement; and (c) Provider has relied only upon such representations and/or warranties by Pace that are specifically and expressly set forth in this Agreement and has not relied upon any other representations or warranties (whether oral or written or express or implied), omissions, or silences by Pace. Without limiting any representations and/or warranties made by Pace that are specifically and expressly set forth in this Agreement, Provider acknowledges that Pace will not have or be subject to any liability to Provider resulting from the distribution to Provider or Provider’s use of any information, including any information provided or made available to Provider or any other document or information in any form provided or made available to Provider, in connection with this Agreement and the transaction(s) contemplated by this Agreement.

26. **Amendments**

Pace may change, amend, or modify the terms of this Agreement and any of its procedures, requirements, fees, or forms upon 30 days’ advance written notice to Provider.

27. **Headings**

The headings contained in this Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Agreement.

28. **Waiver**

Failure of a Party to exercise any right or pursue any remedy under this Agreement shall not constitute a waiver of that right or remedy.

29. **Conflict**

In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to or document incorporated into and made a part of this Agreement, the terms and conditions of this Agreement shall control.

30. **Survival**

Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall be deemed to survive termination or expiration of this Agreement.

31. **Severability**

If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

32. **Force Majeure**

Neither Party shall be held liable to the other Party nor be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected Party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected Party shall promptly notify the other Party of such force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure the force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, this Agreement may be terminated immediately at the option of Pace after written notice. Where an event of force majeure occurs after a Party's failure or delay in performance, the defaulting Party shall not be released from liability.

33. **Assignment**

No Party shall assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other Party.

34. **Binding Effect**

This Agreement shall be binding upon the Parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

35. **Notice**

Any notice under this Agreement shall be in writing and shall be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery);
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the second business day following deposit of the notice in the U.S. mail); or
- (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time shall be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice shall be addressed as follows or addressed to such other address as either Party may from time to time specify in writing to the other Party:

If to Pace:

550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: General Manager/Chief Operating Officer
Facsimile No. (847) 640-6539

If to Provider:

Kusper & Raucci
30 North LaSalle Street, Suite 2121
Chicago, Illinois 60602 - 2590
Attention: Sarie E. Winner
Facsimile No. (312) 332-4663

36. **Disputes and Limitations on Liability**

Provider shall pay to Pace all costs, expenses, and reasonable attorneys' fees incurred by Pace in connection with the enforcement of this Agreement, including the repossession of any Vehicle and collection of any sums due from Provider. Each Party irrevocably waives its right to a jury trial in any legal proceeding arising out of or relating to this Agreement. Provider shall continue to perform its obligations under this Agreement notwithstanding any dispute between the Parties. In no event shall Pace be liable to Provider for anticipated profits, incidental or consequential damages, or penalties.

37. **Governing Law, Jurisdiction, and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the Parties shall submit to the exclusive jurisdiction and venue of the state courts of the Illinois county in which Provider's principal place of business is located for any dispute arising out of or related to this Agreement.

38. **Singular, Plural, and Gender**

When used in this Agreement, unless the context otherwise requires, the singular includes the plural, the plural includes the singular, and gender-related nouns and pronouns include the feminine, masculine, and gender neutral.

39. **No Precedent**

The terms of this Agreement shall not establish any precedent in any subsequent agreement or contract involving the Parties or other parties. This Agreement may not be offered, used, or admitted into evidence in any proceeding or litigation for such purpose.

40. **Interpretation**

The word "shall" when used in this Agreement is mandatory and not permissive.

41. **Counterparts**

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

42. **Electronic Signatures**

This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures transmitted by facsimile or scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement.

43. **Authorization**

The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the Party for whom they sign.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE BLOCK ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates below.

PACE

PROVIDER

By: _____
Signature

By: _____
Signature

Print Name: Rocco L. Donahue

Print Name: Sean Sullivan

Title: Executive Director

Title: Vice President Business Services

Date: _____

Date: _____



Vehicle Program Application

Select One Vehicle Program: Advantage / Locally Based Service / Municipal / Employer Shuttle / Not-For-Profit Shuttle

I. Provider Information

Name Triton College		
Street Address 2000 Fifth Ave.	City and State River Grove, IL	Zip Code 60171
Name of Authorized Contact Person Johnny Urbina		
Title of Contact Person Director of Student Services		
Telephone Number of Contact Person (708) 456-0300 Ext. 3815	Email Address of Contact Person johnnyurbina@triton.edu	
Alternate Telephone Number of Contact Person (708) 856-1159 (Cell)	Fax Number of Contact Person (708) 583-3162	

Based on projected demand, specify the number of Pace-owned vehicles ("Vehicles") requested:

- | | |
|---|---|
| <u>2</u> 12-Passenger Community Van
(only for Locally Based Service) | <u> </u> 10 to 14-Passenger Conversion Van
(only for Advantage, Employer Shuttle, and Not-for-Profit Shuttle) |
| <u> </u> 7-Passenger Conversion Lift Equipped Van
(only for Advantage, Municipal, Employer Shuttle, and Not-for-Profit Shuttle) | <u> </u> 7-Passenger Minivan
(only for Advantage, Employer Shuttle, and Not-for-Profit Shuttle) |

II. Existing Service

Describe the type of vehicle service that Provider currently provides:

 Transport general public with emphasis on carrying students, senior
 citizens, individuals with disabilities and others to or from Triton College
 in River Grove to or from the corner of 5th Ave. and North Ave. in Melrose
 Park.

III. Intended Vehicle Use

A. Describe the intended Vehicle use in Provider's vehicle service (Provider may not modify the intended Vehicle use without Pace's prior written approval):

Transport general public with emphasis on carrying students, senior citizens, individuals with disabilities and others to or from Triton College in River Grove to or from the corner of 5th Ave. and North Ave. in Melrose Park.

B. Describe the rider eligibility criteria for Provider's vehicle service, which must be open to the public:

Anyone may use this free shuttle service

C. Describe the proposed route(s) or service area(s) for Provider's vehicle service (include map(s) if needed):

From Triton College, 2000 Fifth Ave., River Grove, IL 60171 to the corner of 5th Ave. & North Ave., Melrose Park, IL 60160

D. Describe the proposed trip reservation method:

N/A Bus makes loops between locations

E. Provide the proposed one-way fare: N/A No fare is charged

F. Identify the days and times of Vehicle use:

Monday from 7:00am to 10:30pm Saturday from _____ to _____
Tuesday from 7:00am to 10:30pm Sunday from _____ to _____
Wednesday from 7:00am to 10:30pm
Thursday from 7:00am to 10:30pm
Friday from 7:00am to 1:00pm

G. Identify any holidays on which there will be no Vehicle use:

Martin Luther King Day, Spring Holiday, Memorial Day, Juneteenth,
Independence Day, Labor Day, Election Day, Thanksgiving Break, Winter Break

H. Estimate the monthly Vehicle mileage: 850mi (x2 vehicles)

I. Estimate the number of monthly one-way passenger trips: 2,210 (x2 vehicles)

J. Identify Provider's back-up vehicle(s) (attach additional pages as needed):

Year 2020 Make Chevrolet Model G3500 AC21 ADA

Passenger Capacity 12 Wheelchair accessible: Yes No

K. Provide any additional information that Provider wants Pace to consider when evaluating this Application (attach additional pages as needed):

IV. Administration

A. Describe the supervision of the daily operations of Provider's vehicle service:

Shuttle bus drivers perform a daily safety inspection at the beginning and end
of each shift, maintain a daily ridership log, perform routine maintenance,
submit vehicles for inspection biannually and undergo random drug
testing. This is supervised by the Director of Student Services and the
Office Assistant of the Office of Student Life.

- B. Designate a Transportation Coordinator who shall be responsible for, among other things, serving as Provider's primary contact, maintaining records, completing reports, and managing Vehicle maintenance and service:

Name: Johnny Urbina

Title: Director of Student Services

Daytime Telephone Number: (708) 456-0300 Ext. 3815

Evening Telephone Number: (708) 456-0300 Ext. 3815

Fax Number: (708) 583-3162

Email Address: johnnyurbina@triton.edu

Name of Alternate Person: Shivonne Mckissie

Title of Alternate Person: Office Assistant of the Office of Student Life

Daytime Telephone Number of Alternate Person: (708) 456-0300 Ext. 3850

Evening Telephone Number of Alternate Person: (708) 456-0300 Ext. 3850

Fax Number of Alternate Person: (708) 583-3162

Email Address of Alternate Person: shivonnemckissie@triton.edu

C. **Vehicle Storage and Maintenance**

1. Provide the name and address of Provider's vehicle storage facility at which each Vehicle will be stored and describe the security at that location:

Vehicles are stored in the Maintenance Building Parking Lot
which is located behind the Campus Police Department and is
monitored by a surveillance camera.

2. Provide the name and address of the location where Vehicle maintenance will take place (e.g., in-house or service station) and describe how Vehicle maintenance will be performed:

Vehicles are maintained by the college's own Maintenance Department

D. Equipment

Indicate whether Provider is requesting Pace's prior written approval to alter, mark, and/or install equipment or signs on any Vehicle and, if the answer is yes, describe the proposed alteration, mark, and/or installation:

N/A

E. Describe Provider's anticipated marketing strategies to publicize its vehicle service (attach a copy of any brochures or flyers):

The shuttle service is publicized on the campus website,
highlighted in new student orientation and campus tours,
and is clearly visible in front of the student center.

F. Provide a financial audit of Provider for the most recent year and any other financial information that would demonstrate Provider's ability to fulfill its obligations under the Pace Vehicle Program.

[Signature] Signature of Provider's Primary Contact Person 12/15/2021 Date

FOR PACE VANPOOL OFFICE USE ONLY	
APPROVED <input type="checkbox"/>	NOT APPROVED <input type="checkbox"/>
_____ Division Manager, Vanpool Services	_____ Date

EXHIBIT B

REQUEST FOR "NON-STANDARD" USE FORM

PLEASE CHECK AND COMPLETE THE FOLLOWING ITEMS AS APPLICABLE:

REQUEST TO DRIVE VEHICLE OUTSIDE THE PACE SIX-COUNTY
NORTHEASTERN ILLINOIS REGION:

Description of out-of-region trip planned: _____

Purpose of out-of-region trip: _____

Date(s) of out-of-region use: _____

Date request submitted to Pace: _____

FOR PACE USE ONLY

Approved Not Approved Pace Signature: _____

Date: _____

REQUEST TO ALTER, MARK, AND/OR INSTALL EQUIPMENT OR SIGNS
ON VEHICLE:

Description of alteration, mark, and/or installation requested: _____

Purpose of alteration, mark, and/or installation: _____

Date(s) for alteration, mark, and/or installation to be made: _____

Date request submitted to Pace: _____

FOR PACE USE ONLY

Approved Not Approved Pace Signature: _____

Date: _____

EXHIBIT C

Insurance Requirements – Pace Vehicle Program

Provider shall obtain and maintain insurance coverage required by this exhibit for the term of this Agreement plus one additional year. All insurers shall maintain a rating of A-VII or better as rated by A.M. Best Company.

Prior to Provider's execution of this Agreement and within five business days of Pace's written request, Provider shall provide Pace with the Certificate of Insurance and endorsements required by this exhibit for Pace's approval. Pace must approve of Provider's evidence of insurance coverage required by this exhibit prior to Provider commencing work under this Agreement. Any failure by Pace to demand or receive proof of insurance coverage or to identify a deficiency in the evidence of insurance coverage provided shall not constitute a waiver of Provider's obligation to obtain the insurance required by this exhibit.

The provisions of this exhibit, including the required minimum insurance coverages, in no way limit Provider's responsibilities under other provisions of this Agreement, including the indemnification provision. Provider's failure to carry, maintain, and/or document the insurance required by this exhibit shall constitute a breach of this Agreement.

Upon Pace's written request, Provider shall furnish Pace with a copy of each insurance policy required by this exhibit.

Evidence of Insurance shall be on Acord 25 (or equivalent) Certificate of Insurance form and shall evidence all insurance coverage, limits, and endorsements required by this exhibit. Prior to the renewal date of each insurance policy required by this exhibit, Provider shall provide Pace with an updated Certificate of Insurance by email to insurancecert@pacebus.com.

Provider shall include with the Certificate of Insurance submitted to Pace: "Additional Insured" endorsements (CG 20 10, CG 20 37, CG 20 26 {Commercial General Liability}, and CA 20 48 {Automobile Liability}) and other policy endorsements required by this exhibit, including WC ISO WC 00 03 13.

"Other Insurance" policy clause shall be shown on the Certificate of Insurance with the following wording: "This insurance is primary, non-contributory, and not excess of any other insurance of Pace." This applies to all insurance policies where Additional Insured status of Pace is a requirement of this exhibit.

Additional Insured shall be shown on the Certificate of Insurance as "The Regional Transportation Authority (RTA) and Pace, the Suburban Bus Division of the RTA, are Additional Insureds on the general liability, automobile liability, and umbrella liability policies."

Waiver of subrogation shall be shown on the Certificate of Insurance as "General liability, automobile liability, workers' compensation, and umbrella insurers waive all rights of subrogation against the Regional Transportation Authority (RTA) and Pace, the Suburban Bus Division of the RTA."

The Certificate of Insurance shall disclose all deductibles or self-insured retentions, which are the sole responsibility of Provider.

The insurance required by this exhibit shall provide for written notice of policy cancellation to Pace's Insurance Liaison at least 30 days prior to the effective date of such cancellation.

The Certificate Holder shall be shown on the Certificate of Insurance as:

Pace, the Suburban Bus Division of the Regional Transportation Authority
Attention: Insurance Liaison
550 W. Algonquin Road
Arlington Heights, IL 60005

Insurance Coverages: Minimum insurance requirements for this Agreement are identified in those paragraphs below marked with an :

- Workers' Compensation and Employer's Liability Insurance** affording the following coverage and limits: Coverage A-Statutory Benefits and Coverage B-Employer's Liability-\$500,000 Each Accident, \$500,000 Disease-Each Employee, \$500,000 Disease-Policy Limit. Executive officers, sole proprietors, general Providers utilizing independent Provider labor, and others not required by the Illinois Workers' Compensation Act to obtain workers' compensation insurance coverage shall execute a hold harmless agreement provided by Pace.
- Commercial General Liability Insurance (Broad Form)** affording the following coverage and limits: Each Occurrence-\$1,000,000; General Aggregate-\$2,000,000; Products/Completed Operations Aggregate-\$2,000,000; and Personal & Advertising Injury-\$1,000,000. The policy shall not contain a Sexual Abuse and Molestation exclusion. The policy shall be written on an ISO CG 00 01 (or equivalent) and shall name the Regional Transportation Authority (RTA) and Pace, the Suburban Bus Division of the RTA, as Additional Insured by endorsement to the policy.
- Business Automobile Liability Insurance** affording the following coverage and limits: combined single limit of \$1,000,000 each accident for bodily injury and property damage liability arising from owned, non-owned, hired, and uninsured/underinsured vehicles. The policy shall name the Regional Transportation Authority (RTA), and Pace, the Suburban Bus Division of the RTA, as Additional Insured by endorsement to the policy. This coverage is to include \$5,000 of Medical Payment coverage.
- Automobile Physical Damage** with coverage afforded for **Comprehensive perils** including losses from fire, theft, vandalism, falling or flying objects, malicious mischief, lightning, windstorm, water, flood, earthquake, hail, impact with animals, missiles, riot, civil commotion, rising water, and breakage of glass (other than when caused by collision), and; **Collision perils**, including upset or collision with another vehicle, person, or any object including the ground or highway; impact with an object on or in the ground.
- If Provider is leasing or using Pace property, including any Pace-owned vehicle(s), and is contractually obligated to insure such property, Provider's insurer or agent/broker shall name Pace, the Suburban Bus Division of the Regional Transportation Authority, as the **Loss Payee**, and Pace shall be provided with a BP 12 03 Loss Payee (or equivalent) endorsement that specifically schedules Pace as a Loss Payee.
- Umbrella Liability Insurance** affording the following coverage and limits: \$4,000,000 each occurrence and \$4,000,000 aggregate. The insurance shall provide coverage at least as broad as each of the underlying policies.
- Waiver of Subrogation**
Provider and its insurer shall waive any rights of subrogation that they have against Pace and the Regional Transportation Authority and, in connection therewith, Provider's insurance policies required under this exhibit shall include a waiver of subrogation clause or endorsement.

For the Municipal Vehicle Program and the Locally Based Service Vehicle Program: Provider shall insert the substance of this exhibit in Provider's agreements with Third-Party Providers and shall require Third-Party Providers to provide and maintain the insurance required by this exhibit. It is Provider's sole responsibility to ensure that the insurance coverage of Third-Party Providers meets or exceeds the insurance coverage required by this exhibit.

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

Meeting of January 25, 2022

ACTION EXHIBIT NO. 16701

**SUBJECT: APPROVAL OF FEES FOR PROFESSIONAL SERVICES
KUSPER & RAUCCI CHARTERED**

RECOMMENDATION: That the Board of Trustees approve the following rates with the law firm of Kusper & Raucci Chartered. Licensed attorneys rates will range from \$300/hour to \$320/hour and law clerks/paralegals rates will be \$155/hour. The change in fees will be effective February 1, 2022.

RATIONALE: The last fee increase was eight years ago (May 2013, Action Exhibit No. 15117). The current rates range from \$240/hour to \$250/hour, and law clerks/paralegals rates are \$115/hour. The new rate is consistent with the industry standard for hourly legal fees.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of January 25, 2022

ACTION EXHIBIT NO. 16702

SUBJECT: HEARTLAND MITEL PHONE SYSTEM UPGRAGE

RECOMMENDATION: That the Board of Trustees approve a Mitel Phone System Upgrade agreement from Heartland Business Systems for the Triton College phone system. The total cost for hardware, programming and installation will be \$169,905.80.

RATIONALE: The current phone system is more than fifteen years old, with no redundancy, exposing the college to a single point of failure. This system upgrade will allow for a physical server to exist in addition to a virtual server running as backup. All portions of the phone system will be updated including the hardware, the voicemail platform, 911 platform, Call Center software and voice recording for the Police Department. The new software will also bring modern features allowing mobile user's access to desktop phones while working remotely.

Sean Sullivan

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

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Elizabeth Potter
Secretary**

Date

Related forms requiring Board signature: Yes No

Statement of Work

Triton Community College District 504

MITEL UCC AND REVOLUTION MIGRATION

November 18, 2021

Contact Information

Mauri Spampinato
Sales Consultant
5400 Patton Dr, Unit 4B
Lisle, IL 60532
(630)-786-6250
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Heartland Business Systems
5400 Patton Dr #4b
Lisle, IL 60532
Phone: (630) 390- 3011
jkeever@hbs.net



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Confidentiality Agreement

Each party to this Agreement may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this Agreement, except as may be necessary to comply with the laws or a court having proper jurisdiction.



Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, hereinafter referred to as “HBS” for Triton Community College District 504, hereinafter referred to as “Customer”.

The objectives of the Project are:

- Migrate the customers existing Mitel licensing to UCC license model.
- Deploy a new suite of services, side by side with the existing, including Micollab, Resilient MiVB controllers, Revolution, and MiCC.
- Perform a cutover to the new equipment during a customer approved maintenance window.

Project Scope

HBS will provide the following services and material, herein referred to as “Scope”:

In Scope

- HBS will assign a project manager, and conduct design and database gathering meetings
- Migration of existing Mitel licensing to UCC licensing model
- Deploy 1 virtual MiVB in customer provided VMware environment
- Deploy 1 hardware MiVB at customer site, in a location determined during planning meetings
- Deploy 1 ASU with 4-12 card alongside physical MiVB
- Deploy 1 virtual MBG for Remote Proxy and teleworker services in customer provided VMWare environment
- Deploy 1 virtual MBG for SRC in customer provided VMWare environment
- Deploy 1 virtual Micollab Application Server in customer provided VMware environment
- Deploy 1 virtual MiCC server on customer provided Windows 2016/2019 server in VMware Environment.
- Deploy 1 virtual Revolution server in customer provided VMware Environment
- Initial configuration and “Clustering” of all deployed servers
- Configuration of up to 20 user templates for user deployment from Active Directory
- Deployment of up to 1016 user/device records via Active Directory sync
- Deployment of up to 63 Voicemail only records manually
- Configuration of advanced UM voicemail to email delivery
- Deployment and cross connecting up to 16 analog stations
- Deployment and customer of up to 8 analog FXO trunks
- Configuration and cutover of up to 2 existing PRI circuits
- Design and configuration of 1 main line call flow menu
- Design and configuration of up to 10 Hunt Group/Ring Group/NonPrime Key Configuration
- Design and configuration of 1 ACD paths containing up to 15 agents and a single RAD greeting
- Design and configuration of MiCC reporting for 15 agents and up to 1016 extensions
- Design and configuration of Revolution 911 notification for up to 3 PC notification accounts for the Customer’s police department.
- HBS will Demonstrate 1 client install for Micollab for PC, Micollab Mobile, and Revolution for PC to customer IT staff. Customer will deploy client to remaining users as needed.
- Customer to place and PIN any phones required for installation.



- Customer to provide windows licensing for MICC server
- 4 end user training classes of up to 2 hours each covering topics including phone and client usage
- An 8 hour administration training covering topics including key changes, user deployment from AD, and voicemail pin changes
- A day one cutover support Engineer for a 4 hour window for each cutover

Out of Scope

- Troubleshooting existing PRI and analog trunks for integration into the system
- Configuration or changes to the customer network or virtual environment
- Configuration changes after the design is complete and approved.
- Manual user-level changes to phones, keys, mailbox settings after the Active Directory import
- Placing or pinning any devices
- Head end patching in MDF or IDF closets for IP phones
- Modifications to Active Directory to support integration
- Gathering or submitting customer telco information
- Configuration and troubleshooting of end user mobile devices, end user home internet, or connectivity to established teleworker service
- Calendar integration

Any work or material not specifically identified in this document is not included in this Agreement.

Assumptions and Dependencies

This proposal assumes that all work will be completed during normal business hours.

This proposal assumes that the customer has adequate Network and VMWare resources to support a MiVB, Micollab, 2 Mitel Border Gateway servers, Revolution server, and

This proposal assumes that the customer has network infrastructure to support VOIP, and network connectivity between all installation sites.

This proposal assumes that the customer will be making any changes to network infrastructure and Network Design to support the solution.

This proposal assumes that the customer will patch the network closet end for all IP phone placements.

This proposal assumes that the customer will place all desktop IP phones.

This Proposal assumes the customer will install all required Micollab Clients on end user equipment, either via manual install or silent deployment. HBS will provide installation directions and executable files.

HBS and Customer will both ensure that adequate resources for which each respective party is responsible are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel committed to this effort. This SOW assumes that Customer's subject matter expert, technical resources, and any named resources will be available as scheduled to provide information and access to the HBS team for the duration of the project.



Customer will provide a single point of contact with decision-making authority to interface with the HBS project manager. This person shall have the authority and is responsible for signing this SOW, any Change Orders, and the Acceptance documents throughout the project.

Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS (i.e. software bugs, hardware failures, telecommunication circuits, server issues, and desktop issues). HBS can assist with these out of scope issues through the Change Management process.

The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors.

Any potential dependencies that may be discovered prior to implementation will be communicated to Customer to determine impact.

Deliverables

The following are the deliverables HBS will provide to Customer (herein referred to as “Deliverables”) for this Project:

Any change to the Deliverables listed below will require a Change Order.

#	Deliverable
1	Call Flow Diagram
2	Network Diagram
3	Installation Documentation

Estimated Hours

This is an estimate of hours and, by its nature, is a “best guess”, based on industry standards and best practices, HBS’ experience, and your needs as communicated thus far. HBS used input from its most experienced team members to generate this estimate. The pricing is set forth on the attached Quote, MITEL UCC AND REVOLUTION MIGRATION - #263542 v1

#	Task	Est Effort (hrs)
1	Controller Deployment	26
2	Feature Enablement	56
3	User Creation	213
4	Call Flow	5
5	Training	16
6	Device Placement	0
7	Cutover and Handoff	8
8	Project Management	71
9	Travel	31
	Total Hours	426



Project Completion

The Project will be complete when all Deliverables have been provided to Customer.

Customer will have three (3) business days to review each Deliverable. If HBS is not provided a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a change request approved by the customer before any work can be continued. Any additions/deletions/modifications to the agreement, regardless of modification to project value, require a change request approved by the customer prior to either party performing work.

HBS will submit a formal Change Request for customer approval that documents the out of scope work, and any associated costs or schedule changes. When a Change Request is approved and signed by Customer, it becomes a Change Order and is formally considered a part of this Agreement.

Terms

Binding Agreement - This Statement of Work (SOW) describes the professional services and/or products, and results to be provided by HBS. When mutually executed for implementation, this SOW becomes contractually binding on HBS and Customer under the terms and conditions of the HBS Standard Terms and Conditions (STC) document.

Order of Precedence - Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions (“STC”) shall be resolved by giving priority and precedence in the following order:

- Statement of Work (SOW)
- Standard Terms and Conditions (STC)

Work Hours - All professional services work will be completed during the normal business hours of 8:00am – 5:00pm M-F Central Time, unless other arrangements are agreed to. Any unplanned work occurring after 5:00pm or before 8:00am or on weekends is subject to a bill rate of 1.5 times the normal rate.

Promises – No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this Project and SOW.

MITEL UCC AND REVOLUTION MIGRATION

Quote #263542 v1



Prepared For:

Triton Community College District 504

Michael Garrity
2000 Fifth Avenue
River Grove, IL 60171

P: (708) 456-0300

E: michaelgarrity@triton.edu

Prepared By:

Chicago Illinois Office

Mauri Spampinato
5400 Patton Drive Suite 4B
Lisle, IL 60532

P: (630) 452-7382

E: mspampinato@hbs.net

Date Issued:

11.30.2021

Expires:

12.24.2021

Enterprise Software (G1)		Price	Qty	Ext. Price
All Hardware and Licensing Pricing is based off of the Sourcewell Cooperative				
50003560	DUAL T1/E1 TRUNK MMC	\$1,035.00	1	\$1,035.00
50005104	4 PLUS 12 PORT COMBO	\$630.00	1	\$630.00
50005105	ASU II	\$525.00	1	\$525.00
50006271	PWR CRD C13 10A 125V - NA Plug	\$10.50	1	\$10.50
50008331	MXe III-L Controller	\$3,000.00	1	\$3,000.00
52002581	3300 MXe III Expansion Kit	\$1,380.00	1	\$1,380.00
			Subtotal	\$6,580.50

Enterprise Software (G2)		Price	Qty	Ext. Price
51309950	Revolution Endpoint - up to 1000 (1 mo)	\$0.87	600	\$522.00
51309981	Mitel Revolution Subscrip Term (months)	\$0.00	12	\$0.00
51309983	Mitel Revolution for MiVB	\$0.00	1	\$0.00
52002959	UCCv4.0 Basic to STND for Enterprise	\$99.00	600	\$59,400.00
54002701	MiVoice Business License-SINGLE LINE EXT	\$45.00	12	\$540.00
54004762	MiCb NPUM Mailbox Calldir x1	\$24.00	3	\$72.00
54004975	MiVoice Bus License - Enterprise User	\$105.00	1	\$105.00
54005330	Enterprise License Group	\$600.00	1	\$600.00
54005339	MiVoice Border Gateway Virtual	\$150.00	1	\$150.00
54005366	Convert MiVoice Business to Virtual	\$600.00	1	\$600.00
54005380	MiCClient Licnse - Peering Adv Server	\$0.00	1	\$0.00
54005381	MiCClient Licnse - Federation Adv Server	\$0.00	1	\$0.00
54005442	MiCollab Virtual Appliance	\$597.00	1	\$597.00
54005610	MiCollab NPUM MiVBus Mailbox Licensesx10	\$210.00	1	\$210.00
54005611	MiCollab NPUM MiVBus Mailbox Licensesx50	\$900.00	1	\$900.00
54006553	UCCv4 Basic to Entry for Enterprise	\$33.00	416	\$13,728.00
			Subtotal	\$77,424.00

Non-Discountable (G5)		Price	Qty	Ext. Price
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Non-Discountable (G5)		Price	Qty	Ext. Price
50006268	3300 MXe III Controller SATA SSD	\$220.00	1	\$220.00
Subtotal				\$220.00

IP Desktop (GD)		Price	Qty	Ext. Price
50006767	6920 IP Phone	\$195.00	27	\$5,265.00
Subtotal				\$5,265.00

3rd Party Group 4 (GR)		Price	Qty	Ext. Price
51003344	3300 ICP PATCH PANEL	\$330.00	1	\$330.00
Subtotal				\$330.00

Software Assurance (WG)		Price	Qty	Ext. Price
54009186	SWA Std 1y MiCollab System	\$60.00	1	\$60.00
54009189	SWA Std 1y MiCollab UM Mailbox	\$2.10	63	\$132.30
54009211	SWA Std 1y UCC Bsc-Ent MiVB	\$2.10	416	\$873.60
54009212	SWA Std 1y UCC Bsc-Std MiVB	\$7.80	600	\$4,680.00
54009221	SWA Std 1y MiVBus DLM	\$0.00	1	\$0.00
54009224	SWA Std 1y MiVBus User	\$6.60	1	\$6.60
54009225	SWA Std 1y MiVBus Analog Port	\$2.40	12	\$28.80
54009229	SWA Std 1y MiV BG System	\$15.00	1	\$15.00
Subtotal				\$5,796.30

Labor & PM		Price	Qty	Ext. Price
HBS-FF-LABOR	Engineering/Consulting Labor Engineering/Consulting Labor	\$61,545.00	1	\$61,545.00
HBS-FF-PROJECT	Fixed Fee Project Project Management	\$8,745.00	1	\$8,745.00
Subtotal				\$70,290.00

Contingency		Price	Qty	Ext. Price
HBS-MISCELLANEOUS	Contingency Funds As projects progress, its common that the need for ancillary items or services (cables, SFPs, switches, cable runs, etc.) arises. A Contingency Fund allows the Client to quickly purchase these items and not delay their Project. This fund remains in the Client's Account as a credit and can be used for any hardware or HBS Service. This credit never expires.	\$4,000.00	1	\$4,000.00
Subtotal				\$4,000.00

Quote Summary	Amount
Enterprise Software (G1)	\$6,580.50
Enterprise Software (G2)	\$77,424.00
Non-Discountable (G5)	\$220.00
IP Desktop (GD)	\$5,265.00
3rd Party Group 4 (GR)	\$330.00
Software Assurance (WG)	\$5,796.30
Labor & PM	\$70,290.00
Contingency	\$4,000.00
Total:	\$169,905.80

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2021.v1.0

Acceptance

Chicago Illinois Office

Triton Community College District 504

Mauri Spampinato

Signature / Name

11/30/2021

Date

Signature / Name Mark R. Stephens, Board Chairman Initials

Date

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

Meeting of January 25, 2022

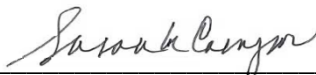
ACTION EXHIBIT NO. 16703

SUBJECT: AGREEMENT WITH HUMBOLDT PARK HEALTH

RECOMMENDATION: That the Board of Trustees approve an Affiliation Agreement with Humboldt Park Health. The term of this Agreement shall commence upon signature by both parties and shall have an initial term of one (1) year. This Agreement will automatically renew for additional one (1) year terms unless either party provides notice of intent to terminate the Agreement as provided therein. Either party may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party. In the event that this Agreement is terminated, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth therein. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Associate Degree Nursing and Nursing Assistant programs to participate in clinical education experiences at Humboldt Park Health.

Submitted to Board by:



Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Elizabeth Potter
Secretary**

Date

Related forms requiring Board signature: Yes No

**AFFILIATION AGREEMENT
BETWEEN HUMBOLDT PARK HEALTH AND
TRITON COLLEGE, DISTRICT #504, RIVER GROVE, ILLINOIS**

This Affiliation Agreement (the “**Agreement**”) is entered into this 14th day of December, 2021 (“**Execution Date**”) by and between Humboldt Park Health, an Illinois not-for-profit corporation (“**Hospital**”) and Triton College (“**Triton**”).

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

I. GENERAL PROVISIONS:

- A. This affiliation is for the sole and limited purpose of providing clinical training in Program to students enrolled at Triton under the auspices of Hospital.
- B. Nothing herein shall be deemed to create any association, partnership, or joint venture between Hospital and Triton.
- C. Students or trainees enrolled at Triton who participate in this program at Hospital shall be referred to herein as “students”. Employees of Triton who are involved in the instruction or supervision of the training of the students shall be referred to herein as “faculty”. Nothing herein shall be deemed to create an employee-employer relationship between the students and Hospital or faculty and Hospital, and such students and faculty are not to be considered as employees of Hospital for any purpose, and are not entitled to any of the benefits that accrue to or are provided by Hospital to its employees. Further, none of the benefits of employment at Triton shall accrue to any employee of Hospital, including the accrual of tenure.
- D. No student, faculty or staff will be discriminated against by either party hereto on the basis of sex, race, creed, religion, national origin, age, or disability or any other factor as protected by law, rule or regulation in any aspect of this affiliation.
- E. Triton shall maintain in force for the duration of this Agreement comprehensive malpractice or professional liability insurance providing coverage against all claims, demands, losses and judgments arising out of any act or omission of students or faculty, with respect to the rendering or failure to render medical or nursing treatment or any other health-related care, and the administration of drugs or use of medical supplies, apparatus, appliances and equipment. This policy shall provide coverage against the aforementioned risks in the amount of not less than two million dollars (\$2,000,000) per occurrence, and five million dollars (\$5,000,000) aggregate. If Triton’s insurance is provided on a claims-made basis, then

after termination of this Agreement, Triton will at its choice and at its expense, either maintain such insurance in effect, or obtain continuing coverage or nose coverage, or an extended reporting endorsement (tail) for a commercially reasonable period of time. Triton will provide proof of insurance to Hospital upon request.

- F. Hospital shall maintain in force for the duration of this Agreement comprehensive malpractice or professional liability insurance providing coverage against all claims, demands, losses and judgments arising out of any act or omission of its employees, with respect to the rendering or failure to render medical or nursing treatment or any other health-related care, and the administration of drugs or use of medical supplies, apparatus, appliances and equipment. This policy shall provide coverage against the aforementioned risks in the amount of not less than two million dollars (\$2,000,000) per occurrence, and five million dollars (\$5,000,000) aggregate. If Hospital's insurance is provided on a claims-made basis, then after termination of this Agreement, Hospital will at its choice and at its expense, either maintain such insurance in effect, or obtain continuing coverage or nose coverage, or an extended reporting endorsement (tail) for a commercially reasonable period of time. Hospital will provide proof of insurance to Triton upon request.
- G. Hospital agrees to hold harmless and indemnify Triton, its officers, trustees, faculty, employees, agents and students against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton, its officers, trustees, faculty, employees, agents and students, including reasonable attorney's fees and expenses, arising out of the acts or omissions of Hospital, its officers, agents, faculty or employees, under this Agreement.

Triton agrees to hold harmless and indemnify Hospital against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Hospital, including reasonable attorney's fees and expenses, arising out of the acts or omissions of Triton, its trustees, officers, agents, students, faculty or employees, under this Agreement.

- H. A criminal background check and a drug screen are required of each placed student prior to participation in the practical learning and clinical educational experience. It is Triton's responsibility to inform students of the obligation to completed necessary background check and drug screening and to provide such results to Hospital. In the event Hospital determines that a student's result is unacceptable, Hospital shall inform Triton and the student shall not be placed at Hospital.

- I. The number of students eligible to participate in the practical learning and clinical educational experience will be determined through the agreement of the Parties. Notwithstanding the foregoing, the Hospital and Triton agree and understand that the availability of practical learning and clinical educational experiences at the Hospital during the term of this Agreement may periodically be affected by a variety of factors. In such event, Hospital may reduce the number of students eligible to participate in the practical learning and clinical by providing prior notice to Triton and adequate time for Triton to reassign the student(s) to another clinical site.

II. HOSPITAL SHALL:

- A. Maintain the standards required for approval and/or accreditation for the educational program(s).
- B. Make available, and permit the use of, the following by Triton faculty and students:
 1. Patient care and patient service facilities, clinical areas;
 2. Rooms, or areas, in which groups of students may hold discussions and receive clinical instruction;
 3. Supplies and equipment commonly available for patient care, and sources of information for educational purposes;
 4. Conference room and library.
- C. Provide emergency medical care in cases of accidents or illnesses occurring on duty while at the Hospital; however, all students are solely responsible for their costs of the emergency treatment.
- D. Designate a member of its staff qualified in Program to serve as coordinator. The coordinator will represent Hospital in matters related to Program.
- E. Provide services of its staff when/where possible on a guest lecturer basis with the mutual agreement of Hospital and Triton.
- F. Assure that students, while performing as such, will not replace members of Hospital staff.
- G. Provide faculty and students with an orientation to the Hospital.

III. TRITON SHALL:

- A. Assume responsibility for any necessary approval by the Illinois Community College Board.

- B. Provide qualified faculty members, who are competent practitioners.
- C. Plan all clinical instruction, hours, days, and places of assignment in cooperation with, and with the approval of, the Medical Director of the Department or his/her designated representative.
- D. Be responsible for student grading and the awarding of academic credit.
- E. Advise students of the requirements to observe policies, procedures, and other regulations imposed by the Hospital in connection with professional conduct and patient welfare. These rules and regulations shall be covered by the immediate supervisor of the students during the first day of clinical study and/or during the orientation. Hospital may resolve any problem situation in favor of the patient's welfare and restrict, limit, or end student involvement until any incident in question can be clarified by Hospital staff and any involved faculty member. Triton shall withdraw, upon recommendation, any student(s) who fail(s) to meet the standards agreed upon.
- F. Make all reasonable efforts to assure that students will be subject to the authority, policies, and regulations of Hospital.
- G. Advise students of the requirement to submit complete physical examination forms, as required by Hospital.
- H. Comply with the removal of a student from Hospital if after a conference it is the reasonable opinion of Hospital that the student's performance or conduct is detrimental to patients or Hospital personnel.
- I. Require students to carry comprehensive health insurance. In the event required insurance coverage is not provided or canceled, the Hospital may terminate the placement of student(s).
- J. Require students to maintain current CPR certification.
- K. Inform students of the need to obtain prior written approval of the Hospital and Triton before publishing any material relating to the practical learning and clinical educational experience.
- L. Maintain approval by the Illinois Board of Higher Education, or similar body for the State in which Triton is located, and b) maintain accreditation by an accrediting body that is recognized by Council for Higher Education Accreditation or the U.S. Department of Education. Triton will provide Hospital with copies of all accreditations upon request. In the event accreditation is lost, suspended, or otherwise restricted, Triton shall notify Hospital within five (5) business days. Hospital shall, at its sole discretion,

suspend or terminate this Agreement if Triton fails to maintain accreditation.

V. HOSPITAL AND TRITON SHALL:

- A. Jointly develop a clinical instruction guide designed to meet the educational aims of the entire Program curriculum. The clinical instruction guide shall describe the proposed clinical areas, patient care, and patient service facilities to be utilized by Triton.
- B. Have the right to request conferences to be scheduled at regular intervals for the purpose of planning, discussing, and enhancing the Program.

VI. CONFIDENTIALITY:

- A. Triton, its employees, agents and faculty shall maintain and shall require all students to maintain the confidentiality of all patient records and data and obtain appropriate authorization prior to any disclosure of such records and data. Triton shall provide proof that all students have completed basic Health Insurance Portability and Accountability Act (HIPAA) training in order to prepare them for their professional careers in healthcare. Triton agrees that all of its students are considered part of the workforce of Hospital while performing treatment and healthcare operations as defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such students are not and shall not be considered to be employees of Hospital for any purpose.
- B. Students shall be required to comply with the Hospital's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will promptly notify one another if there are known breaches of this confidentiality. Further, Triton shall require that students and faculty de-identify/ all documents created and/or utilized for educational purposes outside of the Hospital. This shall include, at a minimum, removal of patient name, date of birth, address, medical record number, insurance information, social security number and other personal information that could be used to identify a patient.
- C. Obligations pursuant to Section VI shall survive termination or expiration of this Agreement.

VII. STUDENT HEALTH:

- A. Students shall, at a minimum, have the following required vaccinations and or tests: All required childhood immunizations plus Immunization Series of 3 Hepatitis B Vaccine or positive antibody report; Immunization Series of 2 MMR Vaccine or positive antibody report; Negative PPD Test

performed and read within the past 12 months or Chest X-Ray performed and read within the past 5 years; negative toxicology report of “Drugs of Abuse”; and COVID-19 vaccination or a valid exemption as determined by the Hospital.

- B. Triton shall maintain the health certification documentation for each Student for the time Student is training at Hospital plus at least one year beyond the date the Student completes training at Hospital. Triton will ensure that Students provide or disclose their medical information to Hospital, as requested.
- C. Hospital shall not be responsible for providing any part of the health examination or health clearance, nor shall Hospital be responsible for any part of the cost of providing such health clearance or maintaining the health records required by this Agreement. Hospital may, at its sole option, provide health clearance services to a particular Student provided Triton or Student agrees to pay for the services provided by Hospital. However, Hospital is responsible for immediate evaluation and potential treatment in the event of an accident or exposure to blood or blood products including antivirals, as necessary, for seventy-two (72) hours in accordance with Center for Disease Control and Prevention (CDC) guidelines. Hospital will evaluate such Students within seventy-two (72) hours.
- D. Triton shall notify Hospital immediately in writing of any current or past Student in the Program, who has or had at the time of his or her field experience at Hospital a medical condition that poses a health risk to patients, employees, or invitees. If the Student is currently participating in field experience at Hospital, Triton shall remove Student until such time that he or she no longer poses a health threat. Triton shall provide Hospital with a written medical clearance signed by the Student’s treating physician prior to the Student returning.

VIII. IT IS FURTHER AGREED THAT:

- A. The terms and conditions of the Agreement may be amended, deleted, or new provisions added from time to time upon written agreement of the authorized agents of the parties.
- B. This writing shall constitute the sole agreement between the parties.
- C. This Agreement shall commence upon execution by duly authorized officer of the parties hereto, in their official capacities only, and shall have an initial term of one (1) year.

- D. This Agreement will automatically renew for additional one (1) year terms unless either party provides notice of intent to terminate the Agreement as provided herein.
- E. This Agreement may be terminated by either party at any time without cause by giving thirty (30) days written notice to the other party. Students who are participating in the clinical learning experience at the time of termination shall be reasonably allowed to complete such clinical learning experience.
- F. In the event of a breach of this Agreement, the non-breaching Party shall give notice to the breaching party setting forth the nature of the breach and specifying the applicable cure period for such breach, which cure period shall not be less than ten (10) days. If the breaching Party fails to cure the breach to the satisfaction of the non-breaching Party within the applicable cure period, this Agreement shall, without any additional action, terminate upon the last day of the cure period unless the non-breaching Party, in its sole discretion, extends the cure period by written notice to the breaching Party.
- G. Notwithstanding any provision of this Agreement, if the governmental agencies (or their representatives) which administer Medicare or Medicaid, or any other third-party or any other federal, state or local government or agency passes issues or promulgates any statute, rule, regulation, accreditation standard or interpretation thereof (each, a "Law") at any time while this Agreement is in effect which prohibits, restricts, limits or in any way changes the method or amount of reimbursement or payment for services rendered under this Agreement; puts either party at risk of sanctions or other penalties, or which otherwise affects either Party's rights or obligations hereunder, either party may terminate this Agreement upon the advice of counsel that such Agreement is in violation of state or federal law. A Party desiring to terminate this Agreement shall provide a letter of its counsel to the other Party explaining the effect of the applicable Law.
- H. Effect of Termination. As of the date of expiration or other termination of this Agreement, all rights and obligations of both Parties hereunder shall be of no further force and effect, except for (i) obligations occurring prior to the termination date and (ii) obligations, promises or covenants contained herein that are expressly made to extend beyond the Term. The termination provisions in this Section VIII are not exclusive, but rather are in addition to any other rights and remedies that a Party may have at law or in equity.

- I. This Agreement shall be construed under the laws of Illinois. If any provision shall be invalid under such laws, such invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly. All disputes shall be resolved in the Circuit Court of Cook County.
- J. Each of the parties hereto, and the individuals executing the Agreement for them, represent to the other party that they have the requisite power and authority to make and enter into this agreement and to perform its obligations thereunder, and that this agreement does not violate any provisions of the corporate charter or bylaws of any corporate party or any statute, act, or ordinance under which any unincorporated institution party hereto is organized, or violate any agreement or commitment executed or made by any party.
- K. Hospital assumes full responsibility for the payment of all federal, state and local taxes incurred by Hospital as a result of this Agreement.
- L. This Agreement is executed by an authorized representative of Triton College in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- M. Hospital represents that it possesses all professional or business licenses required by law, if any, and all qualifications and accreditations necessary to fully perform its obligations.
- N. In no event shall either party be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings.
- O. Hospital certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- P. Hospital certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.
- Q. Time is of the essence of this Agreement.
- R. Notices required to be sent hereunder shall be sent by prepaid registered mail with return receipt requested, and are effective upon receipt.

NOTICES TO HOSPITAL SHALL BE SENT TO:

Humboldt Park Health
1044 N. Francisco Ave.
Chicago, Illinois 60622
Attention: Jose R. Sanchez, President & CEO

With a copy to:
Humboldt Park Health
1044 N. Francisco Avenue
Chicago, IL 60622
Attention: Corporate Counsel

NOTICES TO TRITON SHALL BE SENT TO:

Triton College
2000 North Fifth Avenue, RM H-120
River Grove, Illinois 60171
Attn: Pamela Harmon
Dean of Health Careers and Public Service Programs
Facsimile: (708) 779-4902

With a copy to:

Sarie Winner
Kusper & Raucci Chartered
30 North LaSalle Street
Suite 2121
Chicago, Illinois 60602

FOR HOSPITAL:

TITLE _____

TITLE _____

DATE _____

FOR TRITON COLLEGE:

|

TITLE Mark R. Stephens, Board Chairman

TITLE Elizabeth Potter, Secretary

DATE _____

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

Meeting of January 25, 2022

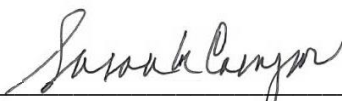
ACTION EXHIBIT NO. 16704

**SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH
VILLAGE OF BERKELEY POLICE DEPARTMENT**

RECOMMENDATION: That the Board of Trustees approve the Intergovernmental Agreement between Triton College District #504 and the Village of Berkeley Police Department to promote the hiring of Triton Criminal Justice Administration (CJA) students as part-time law enforcement officers. The CJA Department Chair will identify prospective officer candidates who are a minimum of 21 years of age, have earned at least 30 credit hours in CJA and have a minimum of a 3.0 grade point average. The Police Department will take reasonable steps to hire a minimum of one (1) candidate each fall and spring semesters. This Agreement shall be effective upon execution by both parties. Any Party may terminate this Agreement by providing at least thirty (30) days advance written notice to the other Party.

RATIONALE: In fulfilling its mission to serve its communities and help its students gain meaningful employment in their field of study, Triton College will assist the Village of Berkeley Police Department with recruiting and hiring a qualified workforce.

Submitted to Board by: _____



Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
BERKELEY AND TRITON COMMUNITY COLLEGE DISTRICT 504
REGARDING THE RECRUITMENT OF
PART-TIME LAW ENFORCEMENT OFFICER CANDIDATES**

This **INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BERKELEY AND TRITON COMMUNITY COLLEGE DISTRICT 504 REGARDING THE RECRUITMENT OF PART-TIME LAW ENFORCEMENT OFFICER CANDIDATES** (“Agreement”) is entered into this _____ day of _____, 2021 (“Effective Date”), by and between the Village of Berkeley (“Berkeley”) and Triton Community College District 504 (“Triton”). Berkeley and Triton are sometimes individually referred to herein as a “Party” and collectively referred to as the “Parties.”

W I T N E S S E T H

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, and to use their credit, revenues and other reserves to pay costs related to intergovernmental activities; and

WHEREAS, the Parties desire to memorialize their rights and obligations with respect to Berkeley’s recruitment and hiring of part-time law enforcement officer candidates through the assistance of Triton; and

WHEREAS, Berkeley’s Police Department (“Police Department”) seeks to employ additional part-time law enforcement officers, preferably those with higher education in the criminal justice field and interest in becoming local law enforcement officers; and

WHEREAS, Triton serves the Berkeley community, and provides, among other things, education in the criminal justice field, including Associates Degrees in Criminal Justice Administration and a Certificate in Criminal Justice Administration in Law Enforcement (“Criminal Justice Programs”); and

WHEREAS, Triton students attending those Criminal Justice Programs (“Students”) frequently aspire to be full-time local law enforcement officers, such as those employed by the Police Department; and

WHEREAS, such Students would benefit in becoming part-time local law enforcement officers, gaining training and experience in the field, which may lead to full-time local law enforcement officer positions at the Police Department or other police departments; and

WHEREAS, Berkeley seeks Triton's assistance in identifying certain such Students, who may be interested in becoming its part-time law enforcement officers, benefiting Berkeley, Triton and, most importantly, those Students; and

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained therein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. **TRITON'S OBLIGATIONS.** Triton agrees to the following:
 - (A) To create a program to identify prospective part-time law enforcement officer candidates for the Berkeley Police Department who shall be:
 - a. A minimum of 21 years of age;
 - b. Criminal Justice majors;
 - c. Have a minimum of 30 credit hours toward that major; and
 - d. Have a minimum of 3.0 grade point average.
("Candidates")
 - (B) Upon identifying such Candidate(s), Triton shall either notify the Police Chief of the Police Department of such Candidate(s) or advise such Candidate(s) of their candidacy and that they may apply directly to the Police Department for a part-time law enforcement officer position as provided below.
 - (C) Notice to the Police Chief shall be in writing and delivered personally, or sent by registered or certified mail, return receipt requested, postage prepaid, or sent by email to Chief Timothy J. Larem, or such other person acting in his stead, at the Berkeley Police Department, 5819 Electric Avenue, Berkeley, Illinois 60163, tlarem@berkeley.il.us.
3. **BERKELEY'S OBLIGATIONS.** Berkeley agrees to the following:
 - (A) The Police Department shall take reasonable steps to hire a minimum of one (1) Candidate as a part-time law enforcement officer during each of Triton's spring and fall semesters, subject to budgetary constraints and availability of an acceptable Candidate.
 - (B) Upon Triton's identifying a Candidate or a Candidate's submission of an application for such employment with the Police Department, the Police Department shall test, interview and otherwise evaluate any such interested Candidates.
 - (C) The Police Department, in its sole discretion, may then employ such Candidates as probationary part-time law enforcement officers, subject to

the requirements of State law, e.g. 50 ILCS 705/8.2, Berkeley's Village Code, e.g. Section 6-1-13, and as otherwise required by Berkeley or the Police Department for employment of such Candidates.

4. **COOPERATION.** The Parties shall work cooperatively to achieve the results intended by this Agreement.
5. **TRITON INDEMNIFICATION OF BERKELEY.** Triton shall indemnify, defend and hold harmless Berkeley and its elected and appointed officials, officers, agents and employees, with respect to any claim or loss, including, but not limited to, reasonable attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of Triton, or its elected or appointed officials, officers, agents, employees, consultants or contractors, in connection with its exercise or performance of any of its rights or obligations under this Agreement.
6. **BERKELEY INDEMNIFICATION OF TRITON.** Berkeley shall indemnify, defend and hold harmless Bellwood and its elected and appointed officials, officers, agents and employees, with respect to any claim or loss, including, but not limited to, reasonable attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of Berkeley, or its elected or appointed officials, officers, agents, employees, consultants or contractors, in connection its exercise or performance of any of its rights or obligations under this Agreement.
7. **NO WAIVER OF TORT IMMUNITY DEFENSES AND NO THIRD PARTY BENEFICIARIES.**
 - (A) Nothing contained in this Agreement is intended to constitute, nor shall constitute, a waiver of the defenses available to any of the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*) with respect to claims by third parties.
 - (B) Nothing contained in this Agreement, or any act of the Parties, shall be deemed or construed by any of the Parties, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving either Party.
8. **NOTICES.** Except as specifically provided in Paragraph 2 above, notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

- (A) If to Berkeley: Village President
Village of Berkeley
5819 Electric Avenue
Berkeley, Illinois 60163
- With a copy to: Village Administrator
Village of Berkeley
5819 Electric Avenue
Berkeley, Illinois 60163
- With a copy to: Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attn: Gregory T. Smith, Village Attorney
- (B) If to Triton: VP of Academic Affairs Susan Campos
Triton Community College District 504
2000 Fifth Avenue
River Grove, Illinois 60171
- With a copy to: _____

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

9. MISCELLANEOUS.

- (A) Counterparts. This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
- (B) Severability. If any provision of the Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein, and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- (C) Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There

are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

- (D) Governing Law and Venue. The provisions of this Agreement shall be governed by the laws of the State of Illinois. Any court proceedings related to this Agreement brought by and between the parties shall be in the Circuit Court of Cook County.
- (E) Paragraph Headings. The paragraph headings and references in this Agreement are for the convenience of the Parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.
- (F) Amendment. This Agreement and any Exhibits attached hereto may be amended only by the mutual consent of the Parties and by the adoption of resolutions of the Parties approving said amendment, as provided by law and by the execution of said amendment by the Parties.
- (G) Assignment. This Agreement, and the rights and obligations hereunder, may not be assigned by any Party.
- (H) Repealer. To the extent that any ordinance, resolution, rule, order or provision of either Party, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.
- (I) No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third party to create the relationship of a partnership, agency or joint venture between or among such Parties.
- (J) No Personal Liability of Officials of the Parties. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any elected official, employee, agent or attorney of either Party, in his or her individual capacity, and no elected official, officer, employee, agent or attorney of either Party shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.
- (K) Cooperation and Further Assurances. The Parties each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the exercise of the

Party's rights and obligations under this Agreement. The Parties agree to use their reasonable best efforts to meet and confer regarding the subject matters of this Agreement.

- (L) Waiver. Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.
- (M) Time is of the Essence. Time is of the essence of this Agreement. Notwithstanding the foregoing, if the date for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday, Sunday or legal holiday, then the date of such performance shall be extended to the next business day.
- (N) Municipal/Community College Limitations. All the Parties' commitments hereunder are limited to the extent required by law.
- (O) Effective Date. This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement as set forth below.
- (P) Term. The Parties intend that this Agreement shall have the longest term possible under the law, and therefore agree that this Agreement shall continue and endure until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Joseph R. Biden, Jr., President of the United States, living as of the Effective Date.

IN WITNESS WHEREOF, the Village of Berkeley, pursuant to authority granted by the adoption of a Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and Triton Community College, pursuant to authority granted by the adoption of a Resolution by its Board of Trustees, has caused this Agreement to be signed by its Chairman and attested by its Secretary.

VILLAGE OF BERKELEY

**BOARD OF TRUSTEES OF TRITON
COMMUNITY COLLEGE DISTRICT
504, County of Cook, State of Illinois,
a body politic and corporate**

By: _____
Robert E. Lee, Jr., President

By: _____
Mark R. Stephens, Board Chairman

ATTEST:

ATTEST:

Maria M. Rivera, Clerk

Elizabeth Potter, Secretary

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

Meeting of January 25, 2022

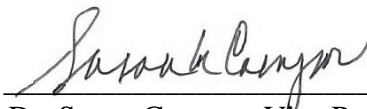
ACTION EXHIBIT NO. 16705

**SUBJECT: LAERDAL MEDICAL CORPORATION - PURCHASE OF WIRELESS
SIMPAD PLUS DEVICES**

RECOMMENDATION: That the Board of Trustees approve the purchase of eleven wireless SimPad Plus devices through grant funding provided by GEERS II, to replace existing wired devices, not to exceed \$33,818.40

RATIONALE: This purchase will allow students in nursing and allied health programs to experience state of the art wireless SIMPad system with both the low-fidelity and high-fidelity manikins. With an intuitive touchscreen interface, mobile design, movement flexibility, easy to operate scenarios and integrated data log, it will help students achieve learning objectives with greater ease. Laerdal Medical is the sole provider of installation, education, technical services and support for the aforementioned equipment.

Submitted to Board by:



Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No



Laerdal[®]
helping save lives

Laerdal Medical Corporation
167 Myers Corners Road
Wappingers Falls, NY 12590
Phone Order To: 877-LAERDAL
Fax Order To: (800) 227-1143
customerservice@laerdal.com

CLIENT EXECUTIVE
Pete DeJesu
peter.dejesu@laerdal.com

ACCOUNT MANAGER
Jill Williams
(254) 404-7072
jill.williams@laerdal.com

To prevent any delays in processing your purchase, please include your quote # when ordering.

DATE: 9/30/2021

QUOTE NUMBER: Q-490188

ATTN: Eglabarrera
Health Learning Resource Coordinator
+17084560300
eglabarrera@triton.edu

CREDIT TERMS: 30 days

EXPIRATION DATE: 12/31/2021

BILL TO: 00107588
TRITON COLLEGE SCHOOL DIST #504
2000 5th Ave
River Grove IL 60171

QTY	PRODUCT	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
11	204-30001	SimPad PLUS System (US) Includes SimPad PLUS Remote Control, SimPad PLUS Link Box, AC Adapter, Battery, Headset & Microphone, Wrist Strap, Manikin Strap, Ethernet Cable, Protective Sleeve, and USB Cable. 204-50150 LLEAP for SimPad PLUS software license required for operation. Promotional discount applied for trade-in of classic units: Serial #ZW1230009386, ZW1510000168, ZW1510000169, ZW15100001573, ZW1510000162, ZW1510000163, ZW1510000146, ZW1510000147, ZW1510000148, ZW1510000139 and ZW1510000140.	\$1,635.00	\$1,144.50	\$12,589.50
11	204-50150	LLEAP for SimPad PLUS Includes: License Key providing access to Manual Mode, Automatic Mode, and Log Viewer Application. Promotional discount applied.	\$2,757.00	\$1,929.90	\$21,228.90
TOTAL:					\$33,818.40

ITEM TOTAL :	\$33,818.40
SHIPPING/HANDLING :	\$140.15
TAX :	\$0.00
ADDITIONAL CHARGE/CREDIT :	\$0.00
TOTAL :	\$33,958.55

There are various payment options; please see bottom of your quote for further clarification.
 Appropriate Sales Tax will be added to invoice – Pricing and Availability are subject to change
 Shipping/Handling costs will be added to invoice

By Accepting this Quote, the following terms are hereby incorporated into customer's order:

Products:

Products that are currently on contract will be removed immediately if manufacturing or distribution of the product is discontinued.

Payment:

Net 30 Days for approved open accounts; CIA; Credit Cards accepted. Financing options now available – sample leasing payment terms follow. For additional information, ask your Account Manager listed above.

Lease term 24 months: USD 1,414.94 *
 Lease term 36 months: USD 943.29 *
 Lease term 48 months: USD 707.47 *

* Quoted payments do not include Interest, Taxes, Maintenance, Cancellation fees or Insurance. Quotes are subject to credit approval and may change without notice.

Warranty:

One(1) year warranty on manufactured products and 90 day warranty on refurbished products
 Two(2) year parts replacement warranty with technical assistance by phone on all Hill-Rom refurbished products

Delivery:

Delivery of product to a specific location within your building, if requested is at an additional charge and not included in this quote

Training:

Training will be scheduled within a year of the customer's agreed upon due date.

CANCELLATION or RESCHEDULING of EDUCATIONAL or TECHNICAL SERVICES WILL RESULT IN CANCELLATION/RESCHEDULING FEES.

7 DAYS OR LESS: 100% of Course / Service Cost
 8 DAYS to 2 WEEKS: 75% of Course / Service Cost
 15 DAYS to 20 DAYS: 50% of Course / Service Cost
 3 WEEKS or MORE: NO FEE

Customer will be required to submit a new PO to reschedule a cancelled course / service.



Laerdal[®]

helping save lives

LAERDAL MEDICAL CORPORATION
167 Myers Corners Road
Wappingers Falls, NY 12590
877/LAERDAL (523-7325)
(845) 297-7770
Fax (800) 227-1143

www.Laerdal.com

May 25, 2021

To Whom it May Concern,

This letter is to confirm that Laerdal Medical is the sole manufacturer of:

SimPad Plus

Exclusive to Laerdal Simulators - LLEAP Instructional Application Software unifies the Laerdal Simulation platform with other Laerdal PC operated simulators - - providing an intuitive graphical user interface allowing instructors to access, run, log and debrief simulation scenarios across their inventory.

Further, Laerdal Medical is the sole provider of installation, education, technical services and support for the aforementioned equipment. Laerdal Medical is the only certified and authorized entity to provide service, warranties and maintenance on Laerdal equipment. Laerdal Product and Services are available through our Small Business distribution partners, however if ordered or contracted through those partners the order is then provided to Laerdal Medical for fulfillment of the order.

If you need any additional information or assistance, please do not hesitate to contact me at (800) 648-1851 or visit our website at www.Laerdal.com.

Sincerely,

James Baker
Lead Contract Specialist
Laerdal Medical
167 Myers Corners Rd
Wappingers Falls, NY 12590
(800) 648-1851 x 3260
James.baker@Laerdal.com

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


Meeting of January 25, 2022

ACTION EXHIBIT NO. 16706

SUBJECT: TRIO SSS CAMPUS/HISTORICAL TOUR TO WASHINGTON, DC

RECOMMENDATION: That the Board of Trustees grant TRIO Student Support Services permission to provide TRIO participants with out of state 4-year institution campus tours and visits to historical museums and monuments in Washington, DC. The proposed tour will be held during the week of spring break, 3/14/2022-3/18/2022. The total cost will be completely funded by the Department of Education TRIO SSS grant and will not exceed \$26,000.

RATIONALE: TRIO SSS in partnership with Brightspark, a student travel-based organization preferred by TRIO SSS programs, will provide TRIO participants with the opportunity to travel to Washington, DC and gain exposure to sites and institutions outside of the local environment, highlighting out of state institutions as an attainable educational option. Other student travel organizations were geared towards elementary/high school students and did not encompass diverse options for campus & historical tours. Included are guided campus tours of Howard University (an HBCU), Georgetown University, and The College of William & Mary and visits to the White House and U.S. Capitol Building. Permission granted by program officer in Washington, DC to use carry over funds from fiscal year 20-21 to be allocated for the tour.

Submitted to Board by: 
Dr. Jodi Koslow Martin, VP of Enrollment Mgt & Student Affairs

Board Officers' Signatures Required:

Mark R. Stephens Chairman	Elizabeth Potter Secretary	Date
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Related forms requiring Board signature: Yes No

Melanie Olivera-Jones
Triton College TRIO
2000 Fifth Ave, Room A-106C
River Grove, Illinois 60171

Due Date:	Feb 11, 2022
Balance Due:	\$26,000.00

Tour Reference:	22-47470/1
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Detach and return the above with your payment

Tour Summary

Items	Quantity	Unit Price	Total Price
All	10 students	\$2600.00	\$26,000.00
Total Tour Price			\$26,000.00

Account Statement

Name	Invoice	Received
Final Installment Feb 11, 2022	\$26,000.00	
Current Balance Outstanding		\$26,000.00

Please mail check to*:
Brightspark
c/o WorldStrides
PO BOX 9033
Charlottesville VA, 22906

* Please make sure you include the top portion of this invoice and write the Tour Reference on the check.

GENERAL TERMS BEFORE WE GET STARTED

Important Information

By registering for this program, you are agreeing to participate in a full-service group educational travel experience, operated by Brightspark Travel Inc., a WorldStrides affiliated company. Because of the unique nature of group travel, many elements of your program and itinerary may be selected and/or scheduled at the direction of your group's Program Leader, who will act as your group's representative. Further, please note that, while Brightspark and its affiliates will arrange the various travel elements for your trip, the total price quoted for your program includes additional pre-trip services, including but not limited to the development of the associated educational content and materials, the printing and distribution of program materials, the costs associated with our various group health and safety measures, and the administrative and service costs related to group management.

Initial Registration Fee

A non-refundable registration fee per passenger plus the cost of the elective Refund Guarantee Protection Program, if selected, (for US Domestic and Canadian Destinations only) will be required to register for a Tour. The cost of this registrant fee can be found on the Tour Agreement and Parent Letter. This registration fee will be applied to the cost of your Tour. If the tour is cancelled by the Trip Sponsor within 30 days from the initial payment due date, then the full amount of the registration fee (and RGP, if applicable) will be refunded.

FLEXIBLE PAYMENT OPTIONS

We provide you with options and flexibility to make our educational experiences more accessible.

What are your payment options?

- 1) **Full Payment:** Pay in full, within 21 days of registration;
- 2) **Auto Pay:** Establish automatic payments to be debited from your credit card on a US banking institution via Auto Pay. There are no handling fees associated with payments made through the Auto Pay program.
- 3) **Installment Plan:** Make regularly scheduled installment payments under a manual installment plan established by WorldStrides, with a \$3 non-refundable handling fee on each installment payment following your registration, except the initial deposit and the final payment.

Whatever option you choose, please note that your account must be paid in full by the final payment deadline, as stated on your trip information letter, or your account will be subject to cancellation.

Fundraising Payments: All fundraising payments must be provided to Brightspark Travel two weeks before all final installments are processed. This will allow passengers to pay only what is due on their final account. Any group fundraising that is sent in after this date will be charged a \$75 flat processing fee per fundraising campaign (to be paid by the organization).

What if you're late on a payment?

Late Registration, Late Payment, and Fees: Brightspark charges a late registration charge, equal to the greater of 10% of the base tour price or \$30, for registrations received after the final payment deadline. If you register prior to the final payment deadline as stated on your trip information letter but your account is not paid in full by that date, Brightspark charges a \$60 late payment fee. The fee for any late payments made after any scheduled installment date is \$15. No personal checks or business checks will be accepted after the final payment deadline. There is a \$35 service charge on returned checks, declined credit cards or declined e-checks. A \$100 fee may apply for any correction made to your name within 75 days of the departure date. (For international programs, a \$150 fee may apply for any changes made within 105 days of departure). A \$50 fee, plus any additional airfare costs, will be assessed if you cancel your reservation and choose to re-instate at a later date.

The non-refundable RGP deposit, handling charges, merchandise fees, fees for returned checks, fees for declined credit cards or electronic drafts, late payments, and registration fees are not refundable under any circumstances.

Waitlist: Your program space is not guaranteed until your account has been paid in full and you have been advised in writing that all conditions for travel have been satisfied. If you are placed on a waitlist due to late registration or an outstanding account balance after final payment your account must clear waiting list procedures and may involve additional airline and other charges.

What do you need to know about your program fees?

The price quoted is based upon a minimum number of travelers, the content of the program as outlined in your trip information letter and the date of your registration. A registrant may receive a special price by registering by the registration deadline in the trip information letter. The price quoted is also subject to adjustment if the minimum enrollment is not met, if the program content or itinerary changes, or in the event of circumstances beyond Brightspark's direct control. These include, but are not limited to, increases in travel security charges, government-imposed fees and taxes, costs related to or resulting from government or carrier-imposed safety measures, fuel and energy costs and charges, and airline, vendor, or group imposed schedule changes or delays. If your price is guaranteed for a stated minimum number of participants, your group may be combined with other group(s) on the program to reach minimum. The combinations may not be of the same age level or have the same itinerary. If the Program Leader chooses not to be combined and travels with less than the minimum number of participants, an additional cost will be charged to your account.

Non-Refundable Fees: The non-refundable RGP deposit, handling charges, merchandise fees, fees for returned checks, fees for declined credit cards or electronic drafts, late payments, and registration fees are not refundable under any circumstances.

Fuel Surcharges, Taxes and Other Fees: The Tour price includes all known surcharges (fuel, taxes and other fees) known at the time the group contracted with Brightspark Travel. However, given the volatile nature of fuel prices, suppliers (for example, airlines and coach carriers) at times must assess a fuel surcharge which is not known by any party at the time of contracting service. You will be informed of any fuel surcharge prior to your final payment due date. No surcharge will ever be assessed after the final payment due date.

Additionally, for air tours, airline bag fees, unless otherwise indicated on the Tour Agreement or Parent Letter, are NOT included in the price of the Tour and are the responsibility of the individual or group checking bags or instruments.

Occasionally a governing body will add a tax after transportation has been contracted. Any taxes not in existence at the time the Tour was contracted will be assessed back to the group.

It is important to know that Brightspark works closely with all its suppliers to eliminate or minimize any surcharges related to fuel, taxes or fees. In recent years we've been able to absorb many small increases and not pass them back to our travelers. Given the rising price of fuel, it's important to know a fuel surcharge could be assessed if the price of oil continues to increase.

What is not included in your program fees?

Unless specifically stated in your trip information letter, Brightspark's program prices do not include optional additional college credit fees, passport fees, visa fees, Full Refund Program fees, lunches, beverages with meals, baggage charges, expenses incurred during free time, portage at airports and hotels, transportation from your home to the origination point of the program and back, tips to guides and long-distance bus drivers, or overnight lodging and meals in the United States prior to departure or upon return of an international flight.

Supplements: Adults pay a supplement based on room occupancy. If a traveling partner is available and hotel configuration allows, adults can be registered two to a room, for a supplement of an additional 15% of base trip price. For a single occupancy room, adults pay a supplement of 30% of base trip price. Upon all parties' approval and subject to availability, adults may share a triple room for an additional charge of 10% of base trip price. There is no supplement (0%) for quad occupancy of a room by adults (other than Florida and West Coast science programs – 5% supplement)

For Science & International Programs only - Registration for children 12 and under is subject to individual review, and the decision to allow participation in a trip is at the sole discretion of WorldStrides.

Frequent Flyer Miles: Frequent flyer miles are not available to participants.

EXPLORE BEYOND THE CLASSROOM!

The Program Information Itinerary

Approximately two weeks prior to departure, you will be sent details regarding flight and hotel information, departure and return times, packing tips, drop-off/pick-up locations, etc.

Protecting You on Tour

All participants are provided accident, illness, and accident-related dental insurance coverage up to \$50,000 travel medical expenses, and \$500 for accident-related dental. Pre-existing conditions are not covered. Any charges not covered are the responsibility of the participant. Other limitations may apply. Full details are available upon request.

Participants are solely responsible for their pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations, and any other medical care and treatment.

Travel Documentation

Every participant must have the required documentation necessary to participate in the trip prior to the date of departure, including date of birth and necessary identification that fully matches the name provided to Brightspark for inclusion on travel documentation and airline tickets, and must meet any other applicable compliance requirements issued by the Transportation Security Administration or related agencies.

Brightspark provides online and customer service to keep the program participant's information current and it is the participant's sole responsibility to assure that this information is fully up to date no later than 60 days prior to the group's departure date. If changes occur after that date, the participant must contact customer service and additional change fees may apply. Visit the Transportation Security Administration website at www.tsa.gov for more information.

If a participant is unable to travel due to the lack of a proper identification, passport or visa, or necessary inoculations, the standard cancellation policy will apply. Reservations are not transferable at any time.

Course Credit

Because WorldStrides holds various accreditations, participants in a Brightspark program may qualify for course credit. Schools, colleges, and universities hold varying policies regarding a student's eligibility to earn or redeem course credit from other accredited institutions. Students should consult their school guidance counselors and/or school policy handbooks to determine their eligibility. WorldStrides is not responsible for the approval or issuance of course credit

Personal Property

Participants are fully responsible for any costs arising from the damage, loss, or theft of any personal property during the program.

Travelers with Disabilities

Brightspark happily welcomes all travelers on our tours. However, the trips are fast paced, require a great deal of walking, and can be physically demanding. Due to these restrictions, you may not be able to fully participate in the tour. Furthermore, Brightspark is not responsible for any denial of service by carriers, hotels, restaurants, and other independent suppliers, and cannot refund the cost of any activity in which you were unable to participate. We encourage that any disability requiring special attention be reported to the Program Leader and Brightspark at the time you make your reservation. Brightspark will make reasonable attempts to accommodate special needs. Travelers requiring extraordinary assistance must be accompanied by a paying companion who is capable of and totally responsible for providing the necessary assistance.

Special Dietary Requirements

Brightspark cannot be responsible for accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any problems associated with the same. All issues regarding food and drink, including allergies, or dietary requirements and restrictions, are the sole responsibility of the participant.

Supervision/Behavior

Brightspark, the Program Leader, and chaperones establish behavior rules and directions for all student participants. Failure to abide by the rules or directions may result in the student being sent home at the parents' expense without any right to a refund. All program participants will be responsible for their own actions at all times. Participants will be required to sign a behavior contract prior to departure.

On occasion, program participants may be allowed by the Program Leader to leave the group and to explore on their own. Brightspark has no responsibility for participants when they are on their own and it is the sole responsibility of those participants to take whatever actions are necessary to rejoin the group, at their own cost. If a program participant is late in appearing for a scheduled departure, the Program Leader has no duty to delay the Program to wait for the participant.

What happens if your program changes after registration?

Program Changes Made by WorldStrides: Changes or substitutions in hotels, itinerary, inclusions, or airports may be made depending on your travel dates, arrival and departure times, national holidays, and events beyond Brightspark's control at the discretion of Brightspark as it deems necessary or desirable. On certain dates some attractions or activities may be closed. Whenever possible, suitable alternatives will be provided.

Brightspark reserves the right to change the date of departure due to heavy demand on certain peak travel dates by no more than two days from the original departure date. These changes are not grounds for cancellation without penalty or for refunds after the tour. On occasion, Brightspark must change dates of a scheduled program by 3 days or more as the result of operational challenges, including without limitation, travel restrictions, event cancellations, facility closures, government-imposed restrictions/closures, or other reasons beyond the control of Brightspark. Should Brightspark need to change the dates of a scheduled program by 3 days or more, we will work with your group's Program Leader to reschedule or postpone your trip to dates that work for your group. If you find it necessary to cancel because your program dates are changed by 3 days or more the WorldClass Flex Policy will apply.

Changes Made by Your Group: Plan your trip with confidence. We understand your group may need to change your trip due to unforeseen circumstances. If your group decides they are not comfortable traveling, you can move your trip to an alternative destination or move to a new future date up until 45 days before departure. Changing the destination or date of the trip will be determined based on availability of trip components including, but not limited to, accommodations, venues, attractions, content, meals, and transportation. We will work with your program leader to find an alternative date no less than 1 day later from your originally scheduled departure date up until 24 months later. Your group will be able to adjust your trip with no additional fees, just the difference (if applicable) in the price of the new trip.

If your group is unable to reschedule your trip to a new destination or date or your program is canceled due to exceptional circumstances, as outlined in the Exceptional Circumstances section, your group will have the flexibility to cancel. Standard cancellation fees will apply to all travelers if the trip is canceled more than 75 days. For trips canceled with less than 74 days, travelers who did not purchase RGP (who are eligible for a full refund on all monies paid in less non-refundable fees), will be covered under our Flex Program and be refunded all monies paid in, less non-refundable fees and the Flex Program fee of \$399 for international air travel, \$289 for domestic air travel or \$149 for domestic bus travel.

For International travelers and travelers from Mexico, the following schedule applies: For cancellations occurring within 24 hours following receipt of registration confirmation you are entitled to a full refund. Beyond the 24-hour grace period, WorldStrides retains 25% of the base trip price* (minimum charge of \$120 if the base trip price is \$400 or more) for cancellation letters postmarked more than 110 days to departure, 50% of the base trip price for cancellation letters postmarked 45-109 days prior to departure, or 100% of base trip price for cancellation letters postmarked 44 days or less to departure. In the event that your group size falls below 10 participants and you cancel or are canceled, your entire airfare amount may become non-refundable.

What if you have to cancel your registration?

All cancellations must be made in writing by the person listed on the registration form to customerservice@worldstrides.org or via mail to WorldStrides, P.O. Box 9033, Charlottesville, VA 22906-9033, must be postmarked prior to the group's departure, and must include account number, registrant's name, and complete address. Alternatively, the Program Leader may cancel the program on behalf of the entire group, or any individual participant. Within 24 hours following receipt of your registration confirmation or initial payment invoice (whichever is first), you may cancel your WorldStrides program and receive a full refund. After 24 hours, the Standard Cancellation Policy applies unless the Refund Guarantee Protection (RGP) option is purchased.

All refunds are issued using the original form of payment on the account. Check refunds are only issued to the primary responsible party listed on the account.

REFUND GUARANTEE PROTECTION (RGP) FOR US DOMESTIC AND CANADIAN DESTINATIONS ONLY

Brightspark Travel offers a cancellation protection program that covers Tour payments should the passenger not be able participate for any reason. RGP is a highly recommended optional program at an additional charge. RGP must be paid at the time of the initial Tour registration. The price of RGP can be found on the Tour Agreement and the Parent Letter.

If you have purchased RGP and cancel, all payments made by you over and above the cost of the protection are 100% refunded.

Standard Cancellation Policy: The services and value we provide begin long before your date of departure, and there are significant unrecoverable costs as your departure date approaches. Therefore, if you do not enroll in the RGP program and you, the Program Leader, school, or school administration must cancel beyond the 24-hour grace period, Brightspark must retain (in addition to the Non-Refundable Fees):

- 25% of the base trip price (minimum charge of \$120 if base trip price is \$400 or more) if your cancellation letter is postmarked more than 75 days prior to the group's departure,
- 50% of the base trip price if your cancellation letter is postmarked 45 to 74 days prior to group's departure, or
- 100% of the base trip price if your cancellation letter is postmarked 44 days or fewer prior to group's departure.

Cancellation due to Exceptional Circumstances: If your group is unable to reschedule your trip to a new destination or date, and your program is canceled or cannot be delivered due to Exceptional Circumstances (explained below), travelers who did not purchase the Refund Guarantee Protection plan, will be refunded all monies paid less Non-Refundable Fees and any additional cancellation fee of \$399 for trips involving international air travel, \$289 for trips involving domestic air travel, or \$149 for trips involving domestic bus travel. After August 2021, cancellation fees for non-purchasers of the Refund Guarantee Protection plan will be \$499 for international air travel, \$389 for domestic air travel, and \$189 for domestic bus travel. Please note – these fees are not intended to be a penalty, but rather a fair estimation of a portion of the unrecoverable internal and external costs related to planning, managing, and administering a full-service group travel program, that are incurred by Brightspark prior to the date of departure

Exceptional Circumstances: Without limitation, Brightspark, including its affiliates, owners, officers, agents, employees or any associated organization, is not responsible for any injury, loss, or damage to person or property, death, delay, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with animals, sanitation problems, food poisoning, lack of or quality of medical care, illness or disease, difficulty in evacuation in case of a medical or other emergency, or for any other inconvenience beyond the direct control of Brightspark in connection with the provision of any goods or services whether occasioned by or resulting from, but not limited to, Exceptional Circumstances, which include, but are not limited to, acts of force majeure, war (whether declared or not), criminal or terrorist activities of any kind or the threat thereof, or civil unrest, strikes or other restrictive labor activities, illness or disease, actual, perceived or threatened epidemics or pandemics, government-imposed travel restrictions or closures.

USTOA Membership Means You're Protected: WorldStrides, as an Active Member of USTOA, is required to post \$1 million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of WorldStrides' customers in the unlikely event of WorldStrides' bankruptcy, insolvency, or cessation of business. Further, you should understand that the \$1 million posted by WorldStrides may be sufficient to provide only a partial recovery of the advance payments received by WorldStrides. Complete details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by e-mail to information@ustoa.com or by visiting their website at www.ustoa.com.

GENERAL INFORMATION

Third-Party Providers: Brightspark Travel Inc., its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively, "Brightspark") does not own, operate or control any person or entity which is contracted to or does provide goods or services for your trip, including, for example, lodging facilities, airline, vessel or other transportation companies, guides or guide services, local ground operators, entertainment or sightseeing operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, Brightspark is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party. Further, Brightspark is not liable for any inconvenience, costs, losses, or damages associated with the denial of services or special requirements of services imposed by such person or entity, or of any third party.

Arbitration: Any dispute concerning these Terms & Conditions and/or any other matter concerning the trip, including, but not limited to, any events and circumstances occurring during the trip, shall be resolved solely and exclusively by binding arbitration in Charlottesville, Virginia pursuant to the then existing commercial rules of the American Arbitration Association. In any such arbitration, the substantive (but not procedural) law of the Commonwealth of Virginia shall apply. By accepting these Terms and Conditions, you are irrevocably, unconditionally, and expressly submitting to binding arbitration, in lieu of having any such dispute decided in a court of law before a jury.

Privacy: Because the nature of our business requires coordination with various providers who deliver the travel services, it is necessary to share some personal information from time to time.

Seller of Travel Registrations:

- Hawaii TARS-5388; IA 568; and WA 601 887 646, 602 011 744.
- California Seller of Travel Registration No: 2041618-20. Note: Registration as a seller of travel does not constitute approval by the state of California. WorldStrides' principal office is located in Charlottesville, VA. This transaction is not covered by the California Travel Consumer Restitution Fund. You are not eligible to file a claim against that Fund in the event of WorldStrides' default.

Please note: A participant will not be allowed to travel on a WorldStrides tour if his/her name does not appear on the travel roster on the day of departure, or if he/she has not submitted a signed waiver and release form, emergency medical release form, or personal behavior contract. By registering for a WorldStrides trip, and making an initial deposit, participants and/or persons listed on the account are agreeing to and consenting to these Terms and Conditions. If you do not understand any of the foregoing Terms and Conditions, or if you have any questions or comments, please contact WorldStrides Customer Support at 1-800-468-5899.

Rev 7/21

Melanie Olivera-Jones
Triton College TRIO
2000 Fifth Ave, Room A-106C
River Grove, Illinois 60171

January 6, 2022

Dear Melanie,

I am excited to help plan your group's tour to Washington, DC! Based on our previous discussions, I've prepared a custom tour proposal to ensure your specific needs are met. Please review this proposal carefully and let me know if there are any adjustments you would like to make.

The next page outlines the specifics of your tour, but the main details are as follows:

- Triton College TRIO will travel to Washington, DC from March 14, 2022 through March 18, 2022.
- Brightspark Travel will provide inclusions as listed on the following page.
- Pricing is listed on the following page, and is based on 10 paying participants and 5 complimentary chaperones.

If everything looks good, we can move to the next phase of the planning process! Just sign and return the agreement to me via email. Then, we will start booking reservations and participants can begin enrolling in your tour.

I look forward to speaking with you soon!

Best,

Kara Bingham
Tour Consultant
(708) 831-7084
kbingham@brightsparktravel.com

**Expand
Worldviews**

**Foster
Independent
Learning**

**Promote
Higher
Education**

**Inspire
Career
Choices**



Day One - Monday March 14, 2022

5:00 AM Motorcoach arrives at Triton College, 2000 Fifth Ave., River Grove IL 60171

5:30 AM Depart for Williamsburg, VA

Breakfast en route with \$10 meal money

Lunch with \$12 meal money

Dinner en route with \$15 meal money

Your Professional Tour Director/Guide will meet your group upon arrival and handle your hotel check-in, plus all of your ticketing and reservations logistics. They will stay at your hotel and ride the bus full-time with your group. In addition, they will be your expert guide to the city.

10:30 PM Hotel Check-In: Fairfield Inn Williamsburg
1402 Richmond Rd
Williamsburg, VA 23185
(757) 645-3600

Private overnight security at the hotel each evening

Day Two - Tuesday March 15, 2022

7:30 AM **Enjoy breakfast at your hotel.**

8:30 AM Depart for sightseeing

9:00 AM Colonial Williamsburg tour

Carrot Tree boxed lunch

12:30 PM Busch Gardens

Busch Gardens Dining Ticket

7:00 PM Depart for Washington, D.C.

10:00 PM Check into your hotel

10:30 PM Private overnight security at the hotel each evening

Day Three - Wednesday March 16, 2022

7:00 AM **Breakfast at your hotel**

8:00 AM Depart for sightseeing

US Marine Corps War Memorial "Iwo Jima"

Arlington National Cemetery - Please note that anyone 16 and over will have to show a valid ID during security check. A school ID is acceptable for those 16 and 17 years old.

Lunch with \$15 meal money

2:00 PM Howard University Guided Campus Visit

3:30 PM United States Holocaust Memorial Museum (pending availability)

Jefferson, FDR and MLK Memorials

6:15 PM **Dinner at Buca di Beppo**

World War II Memorial

Washington Monument - Picture Stop

Lincoln, Vietnam Veterans and Korean War Veterans Memorials

10:30 PM Return to the hotel

Day Four - Thursday March 17, 2022

7:00 AM **Breakfast at your hotel**

8:00 AM Depart for sightseeing

White House - Picture Stop

10:00 AM Georgetown University campus tour

Boxed lunches from Potbelly Sandwich Works

12:30 PM U.S. Capitol Building Tour

2:00 PM Depart for Gettysburg, PA

4:00 PM Gettysburg Visitor Center Museum, Cyclorama and Film

5:00 PM Gettysburg Battlefield Tour

Subway Box Meal

7:15 PM Depart for home

Day Five - Friday March 18, 2022

7:30 AM Approximate arrival at school - Welcome home!

In keeping with Brightspark's commitment to safety and security, all of our itineraries are compliant with Department of Transportation rules and regulations giving drivers at least 9 hours off each night and a maximum of 15 hours on duty during any 24 hour period.

Your Brightspark Tour Director and Guides reserve the right to revise your group's itinerary due to unforeseen circumstances such as traffic, road closures, site closures, and weather. Your Tour Director or Guide will consult with the Group Leader and Bus Driver(s) on any changes.



Tour Details

Destination: Washington, DC

Departing: Monday March 14, 2022 3:00 AM

Returning: Friday March 18, 2022 10:00 AM

Tour Pricing by Participation

Paying Passengers	10
Complimentary Chaperones	5
Student Price (Double Occupancy)	\$ 2600

What's Included

Transportation

- Deluxe Motor coach

Accommodation

- 3 Nights
- Single occupancy for Chaperones (2 beds per room)
- Night security each evening at the hotel

Additional Inclusions

- All Admission Fees to Scheduled Activities
- Guided Sightseeing
- Brightspark Staff including 24-Hour Emergency Hotline
- All Taxes and Gratuities
- "Help Me Travel" Online Fundraising Tool
- Lanyards and Emergency Cards for Each Passenger
- Drawstring Backpacks
- A one-of-a-kind, fun-filled educational experience

Meals

- 4 Breakfasts
- 4 Lunches
- 4 Dinners

Additional Inclusions

- All Taxes and Gratuities
- Professional Tour Director
- Online Tour Management Tool
- 24/7 Emergency Support
- Overnight Hotel Security
- Brightspark Drawstring Bags, Lanyards & Luggage Tags
- Travel Guard Health & Accident Insurance
- Travel Guard Trip Delay Protection
- General Liability Insurance

Tour Highlights - *all sites pending confirmation*

- Arlington National Cemetery - Please note that anyone 16 and over will have to show a valid ID during security check. A school ID is acceptable for those 16 and 17 years old.
- U.S. Capitol Building Tour
- US Marine Corps War Memorial "Iwo Jima"
- Jefferson, FDR and MLK Memorials
- Lincoln, Vietnam Veterans and Korean War Veterans Memorials
- Washington Monument - Picture Stop
- White House - Picture Stop
- World War II Memorial
- United States Holocaust Memorial Museum (pending availability)
- Colonial Williamsburg tour
- Busch Gardens
- Gettysburg Visitor Center Museum, Cyclorama and Film
- Howard University Guided Campus Visit

Brightspark Advantage

- 30+ Years of Experience
- Member of Student & Youth Travel Association
- Member of American Bus Association
- Member of National Association for Music Educators
- Member of US Tour Operators Association
- Most comprehensive refund guarantee plan in the industry



As part of the WorldStrides family, Brightspark Travel has access to an exclusive partnership with The George Washington University Department of Emergency Medicine called the **Doctors on Call Program**. A doctor from George Washington University serves on staff as WorldStrides' Medical Director, and their team offers medical care to students, parents, and teachers who are traveling with Brightspark. This means travelers in Washington, DC, have access to 24-hour-a-day medical care and consultation. We are also able to provide phone consultations to those groups traveling to other locations. Doctors will evaluate the situation, injury, or illness over the phone and make recommendations for treatment accordingly.

How Does it Work?

The team at George Washington University is standing by for our phone calls to consult on any medical situation. Often, with their support, we can avoid a visit to an urgent care facility or hospital, saving valuable time for the patient, Group Leader, and Tour Director.

The Tour Director and Group Leader, with the help of WorldStrides' on-call team, will initiate the process when it becomes necessary, connecting the team at GWU to the Group Leader, patient, or chaperone. If the Doctors on Call team determines that the patient needs to go to the hospital, our standard emergency plan would be activated.

Crisis Support and Behavioral Health Assistance Program

We're pleased to include an additional layer of support for travelers who may be experiencing emotional or mental stress through a partnership with AXA, one of the world's leading providers of emergency assistance.

AXA's Behavioral Health Assistance Program provides seamless access to assessment, intervention, and stabilization services:

- 24/7 telephone access to provide confidential and immediate support no matter the global location
- Experienced, US-based healthcare professionals (masters and doctoral-level clinicians) when traveling
- Coordination with local professionals for referrals to provide additional support, if needed

Payment Schedule

Installment	Due Date	Double Occupancy
PO OR FULL PAYMENT REQUIRED		

By signing below, I hereby agree to all attached terms and conditions. I also acknowledge that Brightspark Travel, Inc. reserves the right to purchase travel insurance as an inclusion to my travel arrangements on my behalf. Further, by signing below I hereby give authorization to Brightspark Travel, Inc. for trip delay benefits if my travel arrangements are impacted and expenses are incurred. I agree to complete the claims documentation directly to the insurance provider to assist with the claim, as needed.

On Behalf of Triton College TRIO Representative:



1/6/2022

Signature

Date

Jodi Koslow Martin

Name

Vice President of Enrollment Management and Student Affairs

Title

On Behalf of Brightspark Travel, Inc. Representative:

Signature

Date

Kara Bingham

Name

Tour Consultant

Title

Please email this signed tour agreement to your Tour Consultant today!



GENERAL TERMS BEFORE WE GET STARTED

Important Information

By registering for this program, you are agreeing to participate in a full-service group educational travel experience, operated by Brightspark Travel Inc., a WorldStrides affiliated company. Because of the unique nature of group travel, many elements of your program and itinerary may be selected and/or scheduled at the direction of your group's Program Leader, who will act as your group's representative. Further, please note that, while Brightspark and its affiliates will arrange the various travel elements for your trip, the total price quoted for your program includes additional pre-trip services, including but not limited to the development of the associated educational content and materials, the printing and distribution of program materials, the costs associated with our various group health and safety measures, and the administrative and service costs related to group management.

Initial Registration Fee

A non-refundable registration fee per passenger plus the cost of the elective Refund Guarantee Protection Program, if selected, (for US Domestic and Canadian Destinations only) will be required to register for a Tour. The cost of this registrant fee can be found on the Tour Agreement and Parent Letter. This registration fee will be applied to the cost of your Tour. If the tour is cancelled by the Trip Sponsor within 30 days from the initial payment due date, then the full amount of the registration fee (and RGP, if applicable) will be refunded.

FLEXIBLE PAYMENT OPTIONS

We provide you with options and flexibility to make our educational experiences more accessible.

What are your payment options?

- 1) **Full Payment** Pay in full, within 21 days of registration
- 2) **Auto Pay:** Establish automatic payments to be debited from your credit card on a US banking institution via Auto Pay. There are no handling fees associated with payments made through the Auto Pay program.
- 3) **Installment Plan** Make regularly scheduled installment payments under a manual installment plan established by WorldStrides, with a \$3 non-refundable handling fee on each installment payment following your registration, except the initial deposit and the final payment.

Whatever option you choose, please note that your account must be paid in full by the final payment deadline, as stated on your trip information letter, or your account will be subject to cancellation.

Fundraising Payments: All fundraising payments must be provided to Brightspark Travel two weeks before all final installments are processed. This will allow passengers to pay only what is due on their final account. Any group fundraising that is sent in after this date will be charged a \$75 flat processing fee per fundraising campaign (to be paid by the organization).

What if you're late on a payment?

Late Registration, Late Payment, and Fees Brightspark charges a late registration charge, equal to the greater of 10% of the base tour price or \$30, for registrations received after the final payment deadline. If you register prior to the final payment deadline as stated on your trip information letter but your account is not paid in full by that date, Brightspark charges a \$60 late payment fee. The fee for any late payments made after any scheduled installment date is \$15. No personal checks or business checks will be accepted after the final payment deadline. There is a \$35 service charge on returned checks, declined credit cards or declined e-checks. A \$100 fee may apply for any correction made to your name within 75 days of the departure date. (For international programs, a \$150 fee may apply for any changes made within 105 days of departure). A \$50 fee, plus any additional airfare costs, will be assessed if you cancel your reservation and choose to re-instate at a later date.

The non-refundable RGP deposit, handling charges, merchandise fees, fees for returned checks, fees for declined credit cards or electronic drafts, late payments, and registration fees are not refundable under any circumstances.

Waitlist Your program space is not guaranteed until your account has been paid in full and you have been advised in writing that all conditions for travel have been satisfied. If you are placed on a waitlist due to late registration or an outstanding account balance after final payment your account must clear waiting list procedures and may involve additional airline and other charges.

What do you need to know about your program fees?

The price quoted is based upon a minimum number of travelers, the content of the program as outlined in your trip information letter and the date of your registration. A registrant may receive a special price by registering by the registration deadline in the trip information letter. The price quoted is also subject to adjustment if the minimum enrollment is not met, if the program content or itinerary changes, or in the event of circumstances beyond Brightspark's direct control. These include, but are not limited to, increases in travel security charges, government-imposed fees and taxes, costs related to or resulting from government or carrier-imposed safety measures, fuel and energy costs and charges, and airline, vendor, or group imposed schedule changes or delays. If your price is guaranteed for a stated minimum number of participants, your group may be combined with other group(s) on the program to reach minimum. The combinations may not be of the same age level or have the same itinerary. If the Program Leader chooses not to be combined and travels with less than the minimum number of participants, an additional cost will be charged to your account.

Non-Refundable Fees □ The non-refundable RGP deposit, handling charges, merchandise fees, fees for returned checks, fees for declined credit cards or electronic drafts, late payments, and registration fees are not refundable under any circumstances.

Fuel Surcharges, Taxes and Other Fees: The Tour price includes all known surcharges (fuel, taxes and other fees) known at the time the group contracted with Brightspark Travel. However, given the volatile nature of fuel prices, suppliers (for example, airlines and coach carriers) at times must assess a fuel surcharge which is not known by any party at the time of contracting service. You will be informed of any fuel surcharge prior to your final payment due date. No surcharge will ever be assessed after the final payment due date.

Additionally, for air tours, airline bag fees, unless otherwise indicated on the Tour Agreement or Parent Letter, are NOT included in the price of the Tour and are the responsibility of the individual or group checking bags or instruments.

Occasionally a governing body will add a tax after transportation has been contracted. Any taxes not in existence at the time the Tour was contracted will be assessed back to the group.

It is important to know that Brightspark works closely with all its suppliers to eliminate or minimize any surcharges related to fuel, taxes or fees. In recent years we've been able to absorb many small increases and not pass them back to our travelers. Given the rising price of fuel, it's important to know a fuel surcharge could be assessed if the price of oil continues to increase.

What is not included in your program fees?

Unless specifically stated in your trip information letter, Brightspark's program prices do not include optional additional college credit fees, passport fees, visa fees, Full Refund Program fees, lunches, beverages with meals, baggage charges, expenses incurred during free time, portage at airports and hotels, transportation from your home to the origination point of the program and back, tips to guides and long-distance bus drivers, or overnight lodging and meals in the United States prior to departure or upon return of an international flight.

Supplements □ Adults pay a supplement based on room occupancy. If a traveling partner is available and hotel configuration allows, adults can be registered two to a room, for a supplement of an additional 15% of base trip price. For a single occupancy room, adults pay a supplement of 30% of base trip price. Upon all parties' approval and subject to availability, adults may share a triple room for an additional charge of 10% of base trip price. There is no supplement (0%) for quad occupancy of a room by adults (other than Florida and West Coast science programs – 5% supplement)

For Science & International Programs only - Registration for children 12 and under is subject to individual review, and the decision to allow participation in a trip is at the sole discretion of WorldStrides.

Frequent Flyer Miles □ Frequent flyer miles are not available to participants.

EXPLORE BEYOND THE CLASSROOM!

The Program Information Itinerary

Approximately two weeks prior to departure, you will be sent details regarding flight and hotel information, departure and return times, packing tips, drop-off/pick-up locations, etc.

Protecting You on Tour

All participants are provided accident, illness, and accident-related dental insurance coverage up to \$50,000 travel medical expenses, and \$500 for accident-related dental. Pre-existing conditions are not covered. Any charges not covered are the responsibility of the participant. Other limitations may apply. Full details are available upon request.

Participants are solely responsible for their pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations, and any other medical care and treatment.

Travel Documentation

Every participant must have the required documentation necessary to participate in the trip prior to the date of departure, including date of birth and necessary identification that fully matches the name provided to Brightspark for inclusion on travel documentation and airline tickets, and must meet any other applicable compliance requirements issued by the Transportation Security Administration or related agencies.

Brightspark provides online and customer service to keep the program participant's information current and it is the participant's sole responsibility to assure that this information is fully up to date no later than 60 days prior to the group's departure date. If changes occur after that date, the participant must contact customer service and additional change fees may apply. Visit the Transportation Security Administration website at www.tsa.gov for more information.

If a participant is unable to travel due to the lack of a proper identification, passport or visa, or necessary inoculations, the standard cancellation policy will apply. Reservations are not transferable at any time.

Course Credit

Because WorldStrides holds various accreditations, participants in a Brightspark program may qualify for course credit. Schools, colleges, and universities hold varying policies regarding a student's eligibility to earn or redeem course credit from other accredited institutions. Students should consult their school guidance counselors and/or school policy handbooks to determine their eligibility. WorldStrides is not responsible for the approval or issuance of course credit

Personal Property

Participants are fully responsible for any costs arising from the damage, loss, or theft of any personal property during the program.

Travelers with Disabilities

Brightspark happily welcomes all travelers on our tours. However, the trips are fast paced, require a great deal of walking, and can be physically demanding. Due to these restrictions, you may not be able to fully participate in the tour. Furthermore, Brightspark is not responsible for any denial of service by carriers, hotels, restaurants, and other independent suppliers, and cannot refund the cost of any activity in which you were unable to participate. We encourage that any disability requiring special attention be reported to the Program Leader and Brightspark at the time you make your reservation. Brightspark will make reasonable attempts to accommodate special needs. Travelers requiring extraordinary assistance must be accompanied by a paying companion who is capable of and totally responsible for providing the necessary assistance.

Special Dietary Requirements

Brightspark cannot be responsible for accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any problems associated with the same. All issues regarding food and drink, including allergies, or dietary requirements and restrictions, are the sole responsibility of the participant.

Supervision/Behavior

Brightspark, the Program Leader, and chaperones establish behavior rules and directions for all student participants. Failure to abide by the rules or directions may result in the student being sent home at the parents' expense without any right to a refund. All program participants will be responsible for their own actions at all times. Participants will be required to sign a behavior contract prior to departure.

On occasion, program participants may be allowed by the Program Leader to leave the group and to explore on their own. Brightspark has no responsibility for participants when they are on their own and it is the sole responsibility of those participants to take whatever actions are necessary to rejoin the group, at their own cost. If a program participant is late in appearing for a scheduled departure, the Program Leader has no duty to delay the Program to wait for the participant.

What happens if your program changes after registration?

Program Changes Made by WorldStrides—Changes or substitutions in hotels, itinerary, inclusions, or airports may be made depending on your travel dates, arrival and departure times, national holidays, and events beyond Brightspark's control at the discretion of Brightspark as it deems necessary or desirable. On certain dates some attractions or activities may be closed. Whenever possible, suitable alternatives will be provided.

Brightspark reserves the right to change the date of departure due to heavy demand on certain peak travel dates by no more than two days from the original departure date. These changes are not grounds for cancellation without penalty or for refunds after the tour. On occasion, Brightspark must change dates of a scheduled program by 3 days or more as the result of operational challenges, including without limitation, travel restrictions, event cancellations, facility closures, government-imposed restrictions/closures, or other reasons beyond the control of Brightspark. Should Brightspark need to change the dates of a scheduled program by 3 days or more, we will work with your group's Program Leader to reschedule or postpone your trip to dates that work for your group. If you find it necessary to cancel because your program dates are changed by 3 days or more the WorldClass Flex Policy will apply.

Changes Made by Your Group: Plan your trip with confidence. We understand your group may need to change your trip due to unforeseen circumstances. If your group decides they are not comfortable traveling, you can move your trip to an alternative destination or move to a new future date up until 45 days before departure. Changing the destination or date of the trip will be determined based on availability of trip components including, but not limited to, accommodations, venues, attractions, content, meals, and transportation. We will work with your program leader to find an alternative date no less than 1 day later from your originally scheduled departure date up until 24 months later. Your group will be able to adjust your trip with no additional fees, just the difference (if applicable) in the price of the new trip.

If your group is unable to reschedule your trip to a new destination or date or your program is canceled due to exceptional circumstances, as outlined in the Exceptional Circumstances section, your group will have the flexibility to cancel. Standard cancellation fees will apply to all travelers if the trip is canceled more than 75 days. For trips canceled with less than 74 days, travelers who did not purchase RGP (who are eligible for a full refund on all monies paid in less non-refundable fees), will be covered under our Flex Program and be refunded all monies paid in, less non-refundable fees and the Flex Program fee of \$399 for international air travel, \$289 for domestic air travel or \$149 for domestic bus travel.

For International travelers and travelers from Mexico, the following schedule applies: For cancellations occurring within 24 hours following receipt of registration confirmation you are entitled to a full refund. Beyond the 24-hour grace period, WorldStrides retains 25% of the base trip price* (minimum charge of \$120 if the base trip price is \$400 or more) for cancellation letters postmarked more than 110 days to departure, 50% of the base trip price for cancellation letters postmarked 45-109 days prior to departure, or 100% of base trip price for cancellation letters postmarked 44 days or less to departure. In the event that your group size falls below 10 participants and you cancel or are canceled, your entire airfare amount may become non-refundable.

What if you have to cancel your registration?

All cancellations must be made in writing by the person listed on the registration form to customerservice@worldstrides.org or via mail to WorldStrides, P.O. Box 9033, Charlottesville, VA 22906-9033, must be postmarked prior to the group's departure, and must include account number, registrant's name, and complete address. Alternatively, the Program Leader may cancel the program on behalf of the entire group, or any individual participant. Within 24 hours following receipt of your registration confirmation or initial payment invoice (whichever is first), you may cancel your WorldStrides program and receive a full refund. After 24 hours, the Standard Cancellation Policy applies unless the Refund Guarantee Protection (RGP) option is purchased.

All refunds are issued using the original form of payment on the account. Check refunds are only issued to the primary responsible party listed on the account.

REFUND GUARANTEE PROTECTION (RGP) FOR US DOMESTIC AND CANADIAN DESTINATIONS ONLY

Brightspark Travel offers a cancellation protection program that covers Tour payments should the passenger not be able participate for any reason. RGP is a highly recommended optional program at an additional charge. RGP must be paid at the time of the initial Tour registration. The price of RGP can be found on the Tour Agreement and the Parent Letter.

If you have purchased RGP and cancel, all payments made by you over and above the cost of the protection are 100% refunded.

Standard Cancellation Policy: The services and value we provide begin long before your date of departure, and there are significant unrecoverable costs as your departure date approaches. Therefore, if you do not enroll in the RGP program and you, the Program Leader, school, or school administration must cancel beyond the 24-hour grace period, Brightspark must retain (in addition to the Non-Refundable Fees):

- 25% of the base trip price (minimum charge of \$120 if base trip price is \$400 or more) if your cancellation letter is postmarked more than 75 days prior to the group's departure,
- 50% of the base trip price if your cancellation letter is postmarked 45 to 74 days prior to group's departure, or
- 100% of the base trip price if your cancellation letter is postmarked 44 days or fewer prior to group's departure.

Cancellation due to Exceptional Circumstances: If your group is unable to reschedule your trip to a new destination or date, and your program is canceled or cannot be delivered due to Exceptional Circumstances (explained below), travelers who did not purchase the Refund Guarantee Protection plan, will be refunded all monies paid less Non-Refundable Fees and any additional cancellation fee of \$399 for trips involving international air travel, \$289 for trips involving domestic air travel, or \$149 for trips involving domestic bus travel. After August 2021, cancellation fees for non-purchasers of the Refund Guarantee Protection plan will be \$499 for international air travel, \$389 for domestic air travel, and \$189 for domestic bus travel. Please note – these fees are not intended to be a penalty, but rather a fair estimation of a portion of the unrecoverable internal and external costs related to planning, managing, and administering a full-service group travel program, that are incurred by Brightspark prior to the date of departure

Exceptional Circumstances: Without limitation, Brightspark, including its affiliates, owners, officers, agents, employees or any associated organization, is not responsible for any injury, loss, or damage to person or property, death, delay, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with animals, sanitation problems, food poisoning, lack of or quality of medical care, illness or disease, difficulty in evacuation in case of a medical or other emergency, or for any other inconvenience beyond the direct control of Brightspark in connection with the provision of any goods or services whether occasioned by or resulting from, but not limited to, Exceptional Circumstances, which include, but are not limited to, acts of force majeure, war (whether declared or not), criminal or terrorist activities of any kind or the threat thereof, or civil unrest, strikes or other restrictive labor activities, illness or disease, actual, perceived or threatened epidemics or pandemics, government-imposed travel restrictions or closures.

USTOA Membership Means You're Protected: WorldStrides, as an Active Member of USTOA, is required to post \$1 million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of WorldStrides' customers in the unlikely event of WorldStrides' bankruptcy, insolvency, or cessation of business. Further, you should understand that the \$1 million posted by WorldStrides may be sufficient to provide only a partial recovery of the advance payments received by WorldStrides. Complete details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by e-mail to information@ustoa.com or by visiting their website at www.ustoa.com.

GENERAL INFORMATION

Third-Party Providers: Brightspark Travel Inc., its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively, "Brightspark") does not own, operate or control any person or entity which is contracted to or does provide goods or services for your trip, including, for example, lodging facilities, airline, vessel or other transportation companies, guides or guide services, local ground operators, entertainment or sightseeing operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, Brightspark is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party. Further, Brightspark is not liable for any inconvenience, costs, losses, or damages associated with the denial of services or special requirements of services imposed by such person or entity, or of any third party.

Arbitration: Any dispute concerning these Terms & Conditions and/or any other matter concerning the trip, including, but not limited to, any events and circumstances occurring during the trip, shall be resolved solely and exclusively by binding arbitration in Charlottesville, Virginia pursuant to the then existing commercial rules of the American Arbitration Association. In any such arbitration, the substantive (but not procedural) law of the Commonwealth of Virginia shall apply. By accepting these Terms and Conditions, you are irrevocably, unconditionally, and expressly submitting to binding arbitration, in lieu of having any such dispute decided in a court of law before a jury.

Privacy: Because the nature of our business requires coordination with various providers who deliver the travel services, it is necessary to share some personal information from time to time.

Seller of Travel Registrations:

- Hawaii TARS-5388; IA 568; and WA 601 887 646, 602 011 744.
- California Seller of Travel Registration No: 2041618-20. Note: Registration as a seller of travel does not constitute approval by the state of California. WorldStrides' principal office is located in Charlottesville, VA. This transaction is not covered by the California Travel Consumer Restitution Fund. You are not eligible to file a claim against that Fund in the event of WorldStrides' default.

Please note: A participant will not be allowed to travel on a WorldStrides tour if his/her name does not appear on the travel roster on the day of departure, or if he/she has not submitted a signed waiver and release form, emergency medical release form, or personal behavior contract. By registering for a WorldStrides trip, and making an initial deposit, participants and/or persons listed on the account are agreeing to and consenting to these Terms and Conditions. If you do not understand any of the foregoing Terms and Conditions, or if you have any questions or comments, please contact WorldStrides Customer Support at 1-800-468-5899.

Rev 7/21

Site Monument Signs

3 firms submitted bids for the Site Monument Signs 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 2:00 p.m. local time, Wednesday, January 12, 2022, 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, Operations & Maintenance, Jessica Potemba, Arcon Associates, Inc. and representatives from Correct Digital Displays and Poblocki Sign Company.

It is recommended that the Board of Trustees accept the proposal submitted by Correct Digital Displays in accordance with their low specified bid. This item was competitively bid according to state statutes.

COMPANY

NET COST

Correct Digital Displays
700 West Center Street
Sandwich, IL 60548

\$280,532.80

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number 02-70900501-580400005
A/C Name Construction Building
Remodeling > 50K

Budget	\$	1,800,000.00
Prev. Expend.	\$	0.00
Schedule	\$	280,532.80
Balance	\$	1,519,467.20

Memorandum

January 14, 2021

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Site Monument Signs



Operations & Maintenance

Triton College received 3 bids from vendors for the Site Monument Signs project.

The lowest, qualified bidder was Correct Digital Displays at their Base Bid and Alternate 1 amount of \$280,532.80.

Arcon Associates, Inc. has carefully reviewed the bid and recommends that the project be awarded to be awarded to Correct Digital Displays at their Base Bid and Alternate 1 amount of \$280,532.80.

I support this recommendation and agree that the bid should be awarded to Correct Digital Displays at their Base Bid and Alternate 1 amount of \$280,532.80.

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

John



January 14, 2022

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

RE: BID RECOMMENDATION
SITE MONUMENT SIGNS
TRITON COLLEGE
PROJECT NO. 21189

Dear Mr. Lambrecht:

On Wednesday, January 12, 2022, at 12:00 P.M. three (3) sealed bids were publicly opened and read for the Site Monument Signs project. The low qualified bidder was Correct Digital Displays, in the Base Bid and Alternate No. 1 amount of \$280,532.80. The Bid includes the project contingency amount.

We contacted Correct Digital Displays and they have confirmed their bid. The project requirements were reviewed, and Correct Digital demonstrated an understanding of the scope of work and project timeline. Correct Digital has completed numerous similar projects. We believe they are capable of performing well on this project.

Therefore, ARCON Associates, Inc. recommends that the Board of Trustees, Triton College award the contract for the Site Monument Signs project to the low qualified bidder, Correct Digital, in the Base Bid and Alternate No. 1 amount of \$280,532.80.

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.

Gaspare P. Pitrello, ALA
Principal

Attachments

WMS/rac
J:\Triton College\21189 Site Monument Signs\1 Docs\Corr\21189L001.docx

Project: SITE MONUMENT SIGNS

Owner: Triton College

Project No.: 21189

Bid Date/Time: Wednesday, January 12, 2022 @ 2:00 P.M.



	CONTRACTOR	BID BOND	ADDENDUM	BASE BID + 10% CONTINGENCY	ALTERNATE NO. 1: BRONZE PLAQUE	TOTAL
1	Parvin-Clauss Sign Company	x	x	\$286,400.40	\$17,330.00	\$303,730.40
2	Poblocki	x	x	\$388,991.00	\$15,978.00	\$404,969.00
3	Correct Digital	x	x	\$266,582.80	\$13,950.00	\$280,532.80
4						
5						
6						