



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, February 15, 2022

- I. CALL TO ORDER** February 15, 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 January 25, 2022, No. 10
- 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. Action Exhibits
 - 16707 Budget Transfers
 - 16708 Certificate of Final Completion and Authorization of Final Payment for Card Access Entry – Buildings R and T
 - 16709 Release of College Property – Ceramics Lab Equipment
 - 16710 Release of College Property – Nuclear Medicine Equipment
 - 16711 Agreement with Cantata Adult Life Services
 - 16712 Agreement with Shriners Hospital for Children
 - 16713 Agreement with NorthShore University HealthSystem
 - 16714 Agreement with Explorance for Blue Course Evaluation Platform

16715 Approval and Release of Closed Session Minutes of the Board of Trustees

16716 Destruction of Closed Session Verbatim Recordings

B. Bills and Invoices

C. 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

D. Human Resources Report

XIV. COMMUNICATIONS – INFORMATION

A. Human Resources Information Materials

B. Informational Material

XV. ADJOURNMENT

CALL TO ORDER/ROLL CALL

Vice Chairwoman Diane Viverito called the regular meeting of the Board of Trustees to order in the Boardroom at 6:35 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Ms. Norma Hernandez, Mr. Glover Johnson (on telephone), Mrs. Elizabeth Potter, Mr. Rich Regan, Ms. Bertha Sanchez, Mr. Mark Stephens (on telephone), Ms. Diane Viverito.

Absent: Mr. Tracy Jennings.

TRUSTEES ATTENDING TELEPHONICALLY

Ms. Viverito made a motion, seconded by Mr. Regan, to permit Mark Stephens and Tres Johnson to attend the January 25, 2022 Board meeting telephonically because Mr. Stephens has a personal illness and Mr. Johnson is travelling on business. Voice vote carried the motion unanimously. Mr. Stephens and Mr. Johnson joined the meeting telephonically, and Ms. Viverito will chair the meeting.

APPROVAL OF BOARD MINUTES

Mrs. Potter made a motion, seconded by Mr. Regan, to approve the minutes of the Regular Board Meeting of December 21, 2021. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Faculty Association President Leslie Wester thanked President Moore for a wonderful Faculty Workshop and the flexibility allowing those who needed to attend virtually the ability to actively participate via Zoom. She is also thankful for the communication that continues between administration and faculty. Ms. Wester reported that there are three new CJA classes online, making another program available completely online; and in the Business area, there are six new online courses, making two new certificates completely online.

Mid-Management Association President Dorota Krzykowska was absent and sent a written report thanking President Moore for continued discussions and updates on the College's response to the pandemic, and thanking Mid-Managers for their work assisting students with open registration and the new semester.

Classified Association President Katrina Mooney extended condolences to the family of colleague Rafael Cruz, who passed away earlier this month. She thanked Classified staff for

their work in providing support for the new semester. Ms. Mooney expressed concern over issues members are having in being required to use leave time when needing to quarantine

due to COVID-19 and asked for consideration to extend quarantine modification equitably to all positions. Ms. Viverito offered condolences on behalf of the Board to the Cruz family.

Adjunct Faculty Association President Bill Justiz thanked administration for the adjunct in-service, and expressed sadness on the recent passing of CIS Adjunct Faculty John Owery. Ms. Viverito offered condolences on behalf of the Board to the Owery family.

STUDENT SENATE REPORT

TCSA President Jasmin Garcia reported that the semester has started and the TCSA and Student Life held a variety of activities and events to welcome new and returning students.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito reported that the committee does not meet in January.

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on January 12, reviewed nine new business items and one purchasing schedule, and forwarded all items to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

None.

PRESIDENT'S REPORT

President Mary-Rita Moore extended condolences on behalf of the college to Ms. Mooney and Mr. Justiz and their groups on the loss of John and Rafael, and thanked them for their acknowledgements. She complimented Ms. Garcia on her letter that went out to students and is on the student portal that provides a lot of beneficial information. Ms. Moore thanked everyone for their continued efforts in serving students. She acknowledged Ms. Mooney's comments about support needed for Classified members stating that she will reach out to her for discussion.

CHAIRMAN'S REPORT

Mr. Stephens encouraged everyone to come out to watch Men's and Women's Basketball and show support for both teams who are doing well.

NEW BUSINESS

BOARD POLICY – Second Reading

Business Services

3292 Investment of College Funds

Mrs. Potter made a motion to enact the revised Board Policy, seconded by Mr. Stephens.
Voice vote carried the motion unanimously.

ACTION EXHIBITS

With leave of the Board, Ms. Viverito asked for the Action Exhibits to be taken as a group, including:

- 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 Policy Department**
- 16705 Laerdal Medical Corporation – Purchase of Wireless SimPad Plus Devices**
- 16706 TRIO SSS Campus/Historical Tour to Washington, DC**

Ms. Hernandez made a motion to approve the Action Exhibits, seconded by Mrs. Potter.
Voice vote carried the motion unanimously.

PURCHASING SCHEDULES

B44.12 Site Monument Signs

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

BILLS AND INVOICES

Mr. Stephens made a motion, seconded by Mr. Regan, to pay the Bills and Invoices in the amount of \$940,972.78.

Roll Call Vote:

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

Absent: Mr. Jennings.

Motion carried 6-0 with the Student Trustee voting yes.

CLOSED SESSION

Mr. Stephens 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. Regan.

Roll Call Vote:

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

Motion carried 6-0 with the Student Trustee voting yes. The Board went into Closed Session at 6:50 p.m.

RETURN TO OPEN SESSION

Mr. Regan made a motion to return to Open Session, seconded by Mrs. Potter.

Roll Call Vote:

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

Motion carried 6-0 with the Student Trustee voting yes. The Board returned to Open Session at 7:25 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

Mr. Regan made a motion, seconded by Ms. Hernandez, to approve page 1 of the Human Resources Report, items 1.1.01 through 1.4.01. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Ms. Hernandez made a motion, seconded by Mrs. Potter, to approve pages 2 through 4 of the Human Resources Report, items 2.1.01 through 2.8.01. Voice vote carried the motion unanimously.

3.0 Administration

Ms. Hernandez made a motion, seconded by Mr. Regan, to approve page 5 of the Human Resources Report, items 3.1.01 through 3.2.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Mrs. Potter made a motion, seconded by Mr. Regan, to approve page 6 of the Human Resources Report, items 4.1.01 through 4.2.02. Voice vote carried the motion unanimously.

5.0 Mid-Management

Mr. Regan made a motion, seconded by Ms. Hernandez, to approve pages 7 through 8 of the Human Resources Report, items 5.1.01 through 5.5.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Mrs. Potter made a motion, seconded by Ms. Hernandez, to approve pages 9 through 12 of the Human Resources Report, items 6.1.01 through 6.2.10. Voice vote carried the motion unanimously.

7.0 Other

Ms. Hernandez made a motion, seconded by Mrs. Potter, to approve pages 13 through 14 of the Human Resources Report, items 7.1.01 through 7.4.01. Voice vote carried the motion unanimously.

ADJOURNMENT

There being no further business before the Board, Ms. Viverito asked for a motion to adjourn. Motion was made by Mr. Regan to adjourn the meeting, seconded by Mrs. Potter. Voice vote carried the motion unanimously. The meeting was adjourned at 7:30 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 February 15, 2022

ACTION EXHIBIT NO. 16707

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

Transfer Between Same Account/Like Object Codes
FOR THE PERIOD 1/1/22-1/31/22

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
EDUCATION FUND					
1	Education	01-10103020-550200010	Education	01-10103020-550100010	\$ 50.00
2	Education	01-10103020-550200010	Education	01-10103020-550100010	500.00
3	Education	01-10103020-550200010	Education	01-10103020-550300010	1,450.00
4	Business	01-10200520-550200010	Business	01-10200520-550300010	3,750.00
5	Auto Technology	01-10300515-550200010	Auto Technology	01-10300515-550300010	2,250.00
6	Continuing Education	01-40100505-530800005	Lifelong Learning	01-40100520-530800005	880.00
7	Continuing Education	01-40100505-530800005	Real Estate Academy	01-40100525-530800005	5,567.00
TOTAL EDUCATION FUND					\$ 14,447.00

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
AUXILIARY FUND					
8	Men's Basketball	05-60401015-530900010	Women's Basketball	05-60401030-530900010	\$ 1,800.00
9	Wrestling	05-60401045-550200005	Wrestling	05-60401045-550300005	4,000.00
TOTAL AUXILIARY FUND					\$ 5,800.00

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
RESTRICTED FUND					
10	AES-ADULT ED. STATE	06-10605002-510200005	AES-ADULT ED. STATE	06-10605002-510200010	\$ 9,000.00
TOTAL RESTRICTED FUND					\$ 9,000.00
TOTAL PROPOSED BUDGET TRANSFERS					\$ 29,247.00

Budget Transfer Form

Dollar Amount \$50

From what Budget Account 01 10103020 550200010 Object Code Description Education: Prof Dev-Travel-In State

To what Budget Account 01 10103020 550100010 Object Code Description Education: Meeting Expense-Prof Dev

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

Grant Accountant? _____ Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 No Travel In-State funds will be used in this FY.

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

Funds necessary to cover Education Department full-time faculty Angela Staunton's registration fee for ACBSP Women's Academic Leadership Summit in New Orleans, LA on March 16-18, 2022.

Required Signatures

Requestor DocuSigned by: Joanna Oleksiak 1/21/2022
FBAAF0E08E14419

Cost Center Manager DocuSigned by: Aylet Miller 1/21/2022
3F3CC01478D42A

Associate Dean (if Applicable) DocuSigned by: Derek Salinas-Lazariski 1/21/2022
3318C30C00F415

Dean (if Applicable) DocuSigned by: Paul Jensen 1/22/2022
815C008B1074DE

Associate Vice President DocuSigned by: Paul Jensen 1/22/2022
815C008B1074DE

Area Vice President DocuSigned by: Susan Campos 1/25/2022
F03A45F8941455

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: PP

Exec. Dir. of Bus. Operations: _____

VP of Business Services: PP 1/26/22

Entered by: B5994 DS 1/26/22

Budget Transfer Form

Dollar Amount ~~XXXXXX~~ \$500.00

From what Budget Account 01 10103020 550200010 Object Code Description Prof-Dev-Travel-In-State

To what Budget Account 01 10103020 550100010 Meeting Expence-Prof-Dev

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

Grant Accountant? Include Attachments: Yes () No (X)

Rationale:
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 No travel in-state funds will be used in this FY.

Explain specifically why additional funds are needed in the receiving account:
 Funds necessary to cover Education Department full-time faculty Angela Staunton's registration fee for ACBSP Women's Academic Leadership Summit in New Orleans, LA on March 16-18, 2022.

Required Signatures

- Requestor: Joanna Oleksiak 12/22/2021
- Cost Center Manager: Lyel Miller 1/7/2022
- Associate Dean (If Applicable): Derek Salinas-Lazaraki 1/7/2022
- Dean (If Applicable): Paul Jensen 1/10/2022
- Associate Vice President: Paul Jensen 1/10/2022
- Area Vice President: Susan Campos 1/18/2022

BUSINESS OFFICE APPROVALS

- Grant Accountant: _____
- Asst. Director of Finance: _____
- Exec. Director of Finance: _____ *MP*
- Exec. Dir. of Bus. Operations: _____
- VP of Business Services: *[Signature]* 1/19/22

Entered by: B5983 DS 1/19/22

Budget Transfer Form

Dollar Amount \$1,450

From what Budget Account 01 10103020 550200010 Object Code Description Prof-Dev-Travel-In-State

To what Budget Account 01 10103020 550300010 Object Code Description Prof-Dev-Travel-Out-Of-State

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

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

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 No travel in-state funds will be used in this FY.

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

Funds necessary to cover Education Department full-time faculty Angela Staunton's travel expenses to attend ACBSP Women's Academic Leadership Summit in New Orleans, LA on March 16-18, 2022.

Required Signatures

Requestor Joanna Oleksiak 12/22/2021
DocuSigned by: FBAF0E08E14413

Cost Center Manager Aylet Miller 1/7/2022
DocuSigned by: 13E91D1438D42A

Associate Dean (If Applicable) Derek Salinas-Lazariski 1/7/2022
DocuSigned by: 9151C0C0D0F416

Dean (If Applicable) Paul Jensen 1/10/2022
DocuSigned by: 815C028101974DE

Associate Vice President Paul Jensen 1/10/2022
DocuSigned by: 815C028101974DE

Area Vice President Susan Campos 1/13/2022
DocuSigned by: FC3A451F884185

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____ *MP*

Exec. Dir. of Bus. Operations: _____

VP of Business Services: *[Signature]* 1/14/22

Entered by: B59800 DS1/28/22

Budget Transfer Form

Dollar Amount ~~XXXXXX~~ \$3,750.00

From what Budget Account	01	10200520	550200010	Object Code Description	Prof-Dev-Travel-In-State
To what Budget Account	01	10200520	550300010	Object Code Description	Prof-Dev-Travel-Out-Of-State

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

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

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 No travel in-state funds will be used in this FY.

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

XXXXXX
 XXXX used for other out-of-state travel in Spring 2022 semester for other full-time faculty in the department.

Required Signatures

Requestor	DocuSigned by: <i>Joanna Oleksiak</i>	12/22/2021
Cost Center Manager	DocuSigned by: <i>William M. Griffin</i>	12/22/2021
Associate Dean (if Applicable)	DocuSigned by: <i>Alexandria Terrazas</i>	1/3/2022
Dean (if Applicable)	DocuSigned by: <i>Jennifer Davidson</i>	1/3/2022
Associate Vice President	DocuSigned by: <i>Paul Jensen</i>	1/6/2022
Area Vice President	DocuSigned by: <i>Susan Campos</i>	1/13/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____ *M*

Exec. Dir. of Bus. Operations: _____

VP of Business Services: *Susan 1/14/22*

Entered by: B5982 DS 1/18/22

Budget Transfer Form

Dollar Amount \$2,250.00

From what Budget Account 01 10300515 550200010 Object Code Description AUT Prof. Dev. Travel-In-State

To what Budget Account 01 10300515 550300010 Object Code Description AUT Prof. Dev. Travel-Out of State

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

Grant Accountant? _____ Include Attachments: Yes No

Rationale:

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

There will be less In-State travel for the full-time faculty in Automotive so fewer funds are needed in this account.

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

There are more Professional Development conferences Out-of-State that the full-time faculty will be attending. Therefore, we need to transfer this money to cover the expenses.

Required Signatures

Requestor Sandy Poremba 1/10/2022
DocuSigned by: ee05020745497

Cost Center Manager Kenneth Davis 1/10/2022
DocuSigned by: 8889182400870

Associate Dean (If Applicable) Alexandria Terrazas 1/10/2022
DocuSigned by: 007709020514EA

Dean (If Applicable) Jennifer Davidson 1/10/2022
DocuSigned by: 1EE74008700249E

Associate Vice President Paul Jensen 1/10/2022
DocuSigned by: 875C080B1974DE

Area Vice President Susan Campos 1/13/2022
DocuSigned by: FC3A851F864T495

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: NR

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 1/14/22

Entered by: B5978 DS 1/18/22

Budget Transfer Form

Dollar Amount 880.00

From what Budget Account 01 - 40100505 - 530800005 Object Code Description CE: Instructional Service Contract

To what Budget Account 01 - 40100520 - 530800005 LL: Instructional Service Contract

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:

The CE Instructional Service line has sufficient funds for the CE instructor contracts throughout the remaining fiscal year. Funds are needed to be transferred in order to pay a CE Lifelong Learning instructor out of the correct budget line.

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

Funds are needed in the Lifelong Learning Instructional Service Contract line because the instructor contract is for the Lifelong Learning area of CE and the funds should be paid out of the correct line for accurate budget allocation.

Required Signatures

Requestor Katrina Marie Mooney 1/7/2022

Cost Center Manager Bianca Sola-Perkins 1/9/2022

Associate Dean (If Applicable) Katie Kullo 1/11/2022

Dean (If Applicable) Bianca Sola-Perkins 1/11/2022

Associate Vice President Paul Jensen 1/11/2022

Area Vice President Susan Campos 1/13/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: MR

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 1/14/22

Entered by: BS979 05/18/22

Budget Transfer Form

Dollar Amount \$5,567.00

From what Budget Account 01 40100505 530800005 **Object Code Description** CE: Instructional Service Contract

To what Budget Account 01 40100525 530800005 **Real Estate: Instructional Service Contract**

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 CE Instructional Service line has sufficient funds for the CE instructor contracts throughout the remaining fiscal year. Funds are needing to be transferred in order to pay the Real Estate instructors out of the correct budget line.

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

Funds are needed in the Real Estate Academy: Instructional Service Contract line because the instructor contracts (Spring 2022 and 1st payment of Summer 2022) are for the Real Estate area of CE. Fund should be moved in order to pay the instructors out of the correct budget line for accurate budget allocation.

Required Signatures:

Requestor Katrina Marie Mooney 1/11/2022

Cost Center Manager Bianca Sola-Perkins 1/11/2022

Associate Dean (If Applicable) Katie Kullo 1/11/2022

Dean (If Applicable) Bianca Sola-Perkins 1/11/2022

Associate Vice President Paul Jensen 1/11/2022

Area Vice President Susan Campos 1/13/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: MP

Exec. Dir. of Bus. Operations: _____

VP of Business Services: San 1/14/22

Entered by: B5981DS 1/18/22

Budget Transfer Form

Dollar Amount

\$1800.00

From what Budget Account

05 60401015 530900010

Object Code Description

Men's Basketball Other Cont Ser

To what Budget Account

05 60401030 530900010

women's Basketball Other Cont Ser

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 were less home game officials needed for Men's basketball this Fiscal year due to schedule changes.

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

There were more home game officials needed for Women's basketball this Fiscal year due to schedule changes.

Required Signatures

Requestor

Designated by: garrick abeytarian 1/19/2022

Cost Center Manager

Designated by: garrick abeytarian 1/19/2022

Associate Dean (if Applicable)

Dean (if Applicable)

Associate Vice President

Designated by: Michael Garrity 1/19/2022

Area Vice President

Designated by: Sean Sullivan 1/19/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: [Signature]

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 1/20/22

Entered by: B5987DS 1/20/22

Budget Transfer Form.

Dollar Amount

\$4000.00

From what Budget Account

05 60401045 550200005

Object Code Description

Wrestling In State Travel

To what Budget Account

05 60401045 550300005

Wrestling Out of State Travel

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:

Less money is needed in Wrestling: In state, because there are fewer tournaments being held in Illinois than were estimated for this year.

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

More money is needed in Wrestling: Out of State because there were more tournaments out of state than were estimated at the beginning of the fiscal year.

Required Signatures.

Requestor

Designated by: Garrick Abeytarian 12/22/2021

Cost Center Manager

Designated by: Garrick Abeytarian 12/22/2021

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

Designated by: Colleen Rockafellow 12/22/2021

Area Vice President

Designated by: Sean Sullivan 1/7/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____ *AS*

Exec. Dir. of Bus. Operations: _____

VP of Business Services: Sean 1/12/22

Entered by: BS975 DS 1/12/22

Budget Transfer Form

Dollar Amount \$9,000

From what Budget Account 06 10605002 510200005

To what Budget Account 06 10605002 510200010

Object Code Description
Professional/Technical (Full-time)

Professional/Technical (Part-Time)

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:

we have had an open FT CTS position since November 5th so there will be unused salary in the FT Prof/tech line. A temporary part-time Completion and Transition Specialist (CTS) will be hired until two permanent people are hired for the open FT CTS positions.
 This is an allowable transfer under the guidelines of the AEL Adult ED State Grant.

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

FT CTS salaries are currently paid from FT Prof/tech line (06-10605002-510200010). Funds need to be transferred to the PT Tech//Prof line to cover the salary of a temporary PT CTS.
 This is an allowable transfer under the guidelines of the AEL Adult ED State Grant.

Required Signatures

Requestor

DocuSigned by: Carla Crittenden 1/20/2022
F0107E00491F488

Cost Center Manager

DocuSigned by: Jacqueline Lynch 1/24/2022
F3J0878C02F68AD

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President

DocuSigned by: Paul Jensen 1/24/2022
F15C068B1074DC

Area Vice President

DocuSigned by: Susan Campos 1/24/2022
F03A451F864T495

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature] 1/24/2022

Asst. Director of Finance: [Signature]

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 1/25/22

Entered by: BS990 DS 1/25/22

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

Meeting of February 15, 2022

ACTION EXHIBIT NO. 16708

**SUBJECT: CERTIFICATE OF FINAL COMPLETION AND
AUTHORIZATION OF FINAL PAYMENT FOR CARD ACCESS ENTRY
– BUILDINGS R & T**

RECOMMENDATION: That the Board of Trustees approve the Certificate of Final Completion and Final Payment Application of \$20,018.64 for Card Access Entry – Buildings R & T project. The project was covered by 2017 Life Safety fund and the total project cost was \$194,479.14.

RATIONALE: Operations and Maintenance has reviewed the Certificate of Final Completion, Final Waiver of Lien, and Final Payment Application. Original contract amount was \$231,870.00; total project cost was \$194,479.14. The project came in under budget by \$37,390.86.

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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: Triton College
2000 N. Fifth Avenue

River Grove, IL 60171

PROJECT: Triton College Card Access Bldg R&T

APPLICATION NO: 00002

Distribution to:

PERIOD TO: 06/30/21
CONTRACT NO: 1587-235
PROJECT NO: 20079

OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: F.H. Paschen, SN Nielsen & Assoc LLC
5515 N. East River Rd.
Chicago, IL 60656

VIA ARCHITECT: ARCON Associates, Inc.
2050 s. finley road
Lombard, IL 60148

CONTRACT DATE: 9/1/20

CONTRACT FOR: Triton College- Card Access Entry @ Buildings R & T - Contr #20079

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract. Continuation Sheet, AIA Document G702, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and believe the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

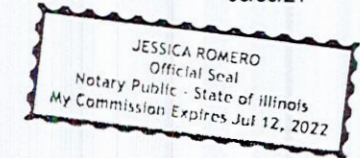
1. ORIGINAL CONTRACT SUM	\$231,870.00
2. Net change by Change Orders	-\$37,390.86
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$194,479.14
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$194,479.14
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on G703)	\$0.00
b. 0.00% of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Columns I on G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$194,479.14
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$174,460.50
8. CURRENT PAYMENT DUE	\$20,018.64
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

CONTRACTOR: F.H. Paschen, SN Nielsen & Assoc LLC

By: T.A. Bloom #1587-235-2 Date: 06/30/21

State of: IL
County of: COOK
Subscribed and sworn to before
me this 30 day of JUNE

Notary Public: Jessica Romero
My Commission expires: 7/12/22



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$20,018.64

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: ARCON Associates, Inc.

By: Anthony Tremonte Date: Aug 13, 2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

J. Lawrence

1/23/2022
PO#B0006482

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$37,390.86
TOTALS	\$0.00	\$37,390.86
NET CHANGES by Change Order		-\$37,390.86



Certificate of Final Acceptance

Project:
Card Access Entry -
Buildings R & T
Triton College
2000 Fifth Ave.
River Grove, IL 60171

Architect: ARCON Associates, Inc

Contractor:
F.H. Paschen, S.N. Nielson & Associates, LLC
5515 North East River Road
Chicago, IL 60656




Contract Date: 9/1/2020

Date of Issuance: 9/2/2020

Project or designated portion shall include: Entire Project – no exceptions.

This is to certify that the work contained in the subject contract has been inspected by the parties listed below, that all punch list items have been completed, that the contractor has fulfilled all his contractual obligations, guarantees accepted and is hereby authorized to receive final payment in full, including all retainage.

SIGNATURES

Contractor	F.H. Paschen, S.N. Nielson & Associates, LLC	By  Daniel Zivilik	Date <u>6/17/21</u>
Architect	ARCON Associates, Inc.	By  Gaspare Pitrello	Date <u>6/17/21</u>
Owner	Triton College	By  John Lambrecht	Date <u>8/05/2021</u>
Owner	Triton College	By _____ Mark R. Stephens Board Chairman	Date _____

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

Meeting of February 15, 2022

ACTION EXHIBIT NO. 16709

SUBJECT: RELEASE OF COLLEGE PROPERTY – CERAMICS LAB EQUIPMENT

RECOMMENDATION: That the Board of Trustees approve the release of all the Equipment, Furniture and Materials (28 items + consumable products) listed on the attached Ceramics Lab Inventory.

RATIONALE: The Equipment, Furniture and Materials were part of the Ceramics Program which is no longer offered at the College. These items will be auctioned through the Obenauf Online Auction.

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

Ceramics Lab Inventory

1	Skutt Kiln Small
3	Skutt Kiln Medium
4	Brent EX Professional Potters Wheel 1 1/2 HP Motor
5	Brent EX Professional Potters Wheel 3/4 HP Motor
1	Clay Mixer
1	Dual Wheel Grinder
1	Scale
3	Bench Tables with Locker Bases
6	Bench Tables with Steel Base
1	Shimpoo Slab Roller
2	Tables with Raw Material Bin Storage
	Miscellaneous Forms Tubs Etc.
	Miscellaneous Glazing Compounds
	Miscellaneous Raw Materials
	Miscellaneous Bags of Clay

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

Meeting of February 15, 2022

ACTION EXHIBIT NO. 16710

**SUBJECT: RELEASE OF COLLEGE PROPERTY –
NUCLEAR MEDICINE EQUIPMENT**

RECOMMENDATION: That the Board of Trustees approve the release of all Equipment,
Furniture and Materials (84 items) listed on the attached Nuclear Medicine Lab Inventory.

RATIONALE: The Equipment was part of the Nuclear Medicine program which is no longer
offered at the College. The last graduating class from the Nuclear Med program was August
2021. No further students have been admitted to the program and the curriculum has been
submitted to the Curriculum Committee for withdrawal during Spring 2022.
These items will be auctioned through the Obenauf Online Auction.

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

Nuclear Med Inventory

Siemens Dual Head Gamma Camera	1	
Biodex Dose Calibrator	1	TCC 42638
Capintec Dose Calibrator	1	TCC15045
Capintec Dose Drawing Station	1	TCC15031
Biodex Dose Drawing station	1	NO number
Biodex sharpes lead container	1	TCC15046
Biodex Dose Box	1	
Biodex Mult-dose Holders	2	
Lead Safe	1	
Co Sheet Source With Case	2	
Ludlum GM	1	TCC 46154
Ludlum GM	1	TCC 44641
TMB Ludlum	1	57969
Ludlum Cutie Pie Survey Meter	1	48339
Biodex Lead Garbage Container	1	
Captius 3000 Uptake Probe & Well	1	
Ecam	1	
Pinhole Collimator	1	
Bar Phatom	1	
Syring Shield	15	
Lead Pigs for Vials	5	
Vial Tongs	4	
Linearity Sleeves	2	
Lantheus Generator Modle	1	
Lead Bricks	6	
Computer Monitors	1	
Injection Chair	2	
Desktop PC	1	TCC01634
Printers	2	
Heart Model	1	32704
Brain Model	1	
Transverse sliced model	1	TCC43332 -TCC 43347
IV Pole	2	
Step Stool	1	
Privacy Curtain Divider	1	
Venipuncture Arms	15	
Venipuncture Hands	2	

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

Meeting of February 15, 2022

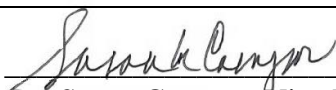
ACTION EXHIBIT NO. 16711

SUBJECT: AGREEMENT WITH CANTATA ADULT LIFE SERVICES

RECOMMENDATION: That the Board of Trustees approve the Cooperative Agreement with Cantata Adult Life Services (d/b/a British Home for Retired Men and Women). The term of this Agreement shall commence February 16, 2022, and shall have an initial term ending May 31, 2023 and shall renew annually thereafter, effective June 1 of each year. This Agreement will automatically renew 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 not renewed, students who are participating in the clinical learning experiences at the time of expiration or termination shall be allowed to complete such assignment under the terms and conditions herein set forth. 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 program to participate in clinical education experiences with Cantata Adult Life Services.

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

**COOPERATIVE AGREEMENT
BETWEEN
CANTATA ADULT LIFE SERVICES (dba as British Home for Retired Men and
Women),
AND
TRITON COLLEGE, DISTRICT #504, RIVER GROVE, ILLINOIS**

Agreement made by and between CANTATA ADULT LIFE SERVICES (dba as British Home for Retired Men and Women) hereinafter referred to as "Hospital" and **Triton College**, hereinafter referred to as "**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, loss of judgments arising out of any act or omission of students or faculty, with respect to the rendering or failure to render medical or nursing treatment or any other health-related care, and the administration of drugs or use of medical supplies, apparatus, appliances and equipment. This policy shall provide coverage against the

aforementioned risks in the amount of not less than two million dollars (\$2,000,000) per occurrence, and five million dollars (\$5,000,000) aggregate. Triton will provide proof of insurance to Hospital upon request.

Hospital shall maintain in force for the duration of this Agreement comprehensive malpractice or professional liability insurance providing coverage against all claims, demands, loss of judgments arising out of any act or omission of students or faculty, with respect to the rendering or failure to render medical or nursing treatment or any other health-related care, and the administration of drugs or use of medical supplies, apparatus, appliances and equipment. This policy shall provide coverage against the aforementioned risks in the amount of not less than two million dollars (\$2,000,000) per occurrence, and five million dollars (\$5,000,000) aggregate. Hospital will provide proof of insurance to Triton upon request.

- F. 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.

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 occurring on duty; however, all students are solely responsible for their own medical fees.
- 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.

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.
- E. Advise students of the requirement to observe policies, procedures, and other regulations imposed by 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 hospitalization insurance.
- J. Require students to maintain current CPR certification

IV. 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.

V. IT IS FURTHER AGREED THAT:

- A. The terms and conditions of the Agreement may be amended, deleted, or new provisions added from time to time upon written agreement of the authorized agents of the parties.
- B. This writing shall constitute the sole agreement between the parties.
- C. This Agreement shall commence upon execution by duly authorized 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. Either party may terminate the Agreement upon written notice of one (1) semester or five (5) months, whichever is less, to the other party with or without cause. Any students enrolled in a clinical experience at the time of termination shall be permitted to complete the then current clinical rotation under the terms and conditions stated herein.
- F. This Agreement shall be construed under the laws of Illinois. 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.
- G. Each of the parties hereto, and the individuals executing the Agreement for them, represent to the other party that they have the requisite power and authority to make and enter into this agreement and to perform its

obligations thereunder, and that this agreement does not violate any provisions of the corporate charter or bylaws of any corporate party or any statute, act, or ordinance under which any unincorporated institution party hereto is organized, or violate any agreement or commitment executed or made by any party.

- H. Hospital assumes full responsibility for the payment of all federal, state and local taxes incurred by Hospital as a result of this Agreement.
- I. 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.
- J. 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.
- K. 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.
- L. Hospital certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- M. If Hospital has more than 25 employees, Hospital certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.
- N. Time is of the essence of this Agreement.
- O. 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:

Cantata Adult Life Services (dba as British Home for Retired Men and Women)
8700 W. 31st Street
Brookfield, IL 60513


NOTICES TO TRITON COLLEGE 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 Debra Leroy, LHNA

DATE

1/10/2022

FOR TRITON COLLEGE:

TITLE Mark R. Stephens, Board Chairman

TITLE Elizabeth Potter, Secretary

DATE _____

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

Meeting of February 15, 2022

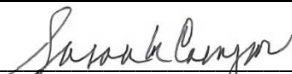
ACTION EXHIBIT NO. 16712

SUBJECT: AGREEMENT WITH SHRINERS HOSPITAL FOR CHILDREN

RECOMMENDATION: That the Board of Trustees approve the Student Training Program Agreement with Shriners Hospital for Children. The term of this Agreement shall commence upon signed execution and shall have an initial term of one (1) year and shall automatically renew for subsequent Renewal Terms of one (1) year each, unless sooner terminated in accordance with the terms of this Agreement. Either party may terminate this Agreement at any time without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed, students who are participating in the clinical learning experiences at the time of expiration or termination shall be allowed to complete such assignment under the terms and conditions herein set forth. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Surgical Technology and Sterile Processing Technician programs to participate in clinical education experiences at Shriners Hospital for Children.

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

STUDENT TRAINING PROGRAM AGREEMENT

THIS STUDENT TRAINING PROGRAM AGREEMENT (the “Agreement”) is entered into between **SHRINERS HOSPITALS FOR CHILDREN** (“SHC”), a Colorado non-profit corporation, for and on behalf of itself and the **CHICAGO Hospital** (“Hospital”), which it owns and operates, and **COMMUNITY COLLEGE DISTRICT 504**, commonly known as **TRITON COLLEGE** (“SCHOOL”). SHC and SCHOOL are referred to herein individually as “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, SCHOOL desires to provide supervised clinical experience and instruction as part of the educational program for students enrolled in its Surgical Technician program(s) (“Program”); and

WHEREAS, SHC, consistent with its mission and in the interest of furthering the educational objectives of SCHOOL, desires to make its Hospital available to the students for such experience:

NOW, THEREFORE, in consideration of the following covenants, conditions, and agreements, the Parties hereby agree as follows:

1. TRAINING EXPERIENCE. In accordance with the terms of this Agreement, and as SHC deems reasonably appropriate, SHC shall accept Program students who are specified by SCHOOL for participation in a clinical training experience at the Hospital (“Training Experience”). The Parties agree to abide by laws prohibiting discrimination and sexual harassment in the selection, placement or evaluation of any student and the treatment of any staff member of either party.

2. RESPONSIBILITIES OF SCHOOL.

a. SCHOOL shall be responsible for the planning, implementation and operation of all educational aspects of the Program, including the requirements for matriculation, promotion, and graduation. SCHOOL acknowledges and agrees that the Training Experience is intended to meet certain educational performance objectives, and SCHOOL shall provide a copy of such performance objectives to SHC on or before student placement.

b. SCHOOL shall inform SHC of the name of the Program coordinator who shall remain in communication with the students and provide general supervision and direction of the students participating in the Training Experience. The Program coordinator shall routinely communicate with SHC regarding the specifics of the Program and the Training Experience and the progress of the students participating in the Training Experience.

c. SCHOOL shall submit to SHC, at least thirty (30) days prior to commencement of the Training Experience, a description of the types of Training Experiences needed; the dates during which such experiences will be needed; the number of students expected to participate in the Training Experience; and the names, professional credentials, and evidence of current licensure of the Program coordinator and any additional faculty who will supervise the students. The Parties shall then mutually agree upon the specifics of the Training Experience and number of students participating in the Training Experience.

d. SCHOOL assures SHC that its students are prepared to meet the performance objectives of the Training Experience at the Hospital. If applicable to Training Experience, SCHOOL certifies that it has trained each student in standard precautions and transmission of blood-borne pathogens and that each student has been trained in, and has practiced using, universal precautions.

e. SCHOOL shall inform all students participating in the Training Experience that they are required to comply with all relevant local, state, and federal laws; standards and guidelines of applicable accreditation bodies; and applicable rules and regulations, policies and procedures, standards of conduct and requirements of SHC.

f. SCHOOL shall require each student participating in the Training Experience at the Hospital to sign a Statement of Confidentiality in the form attached hereto as Exhibit A, which will be submitted to SHC prior to the start of the Training Experience.

g. SCHOOL shall inform all students participating in the Training Experience that they are required to wear the uniform approved by SHC and display their SHC identification badge while on SHC premises, unless otherwise directed by SHC.

h. SCHOOL shall provide SHC with documentation that each student is free from contagious disease and has satisfactorily completed an Immunization/Serology clearance, in accordance with current Centers for Disease Control guidelines for Health Care Workers, prior to his or her participation in the Training Experience.

i. SHC requires that all students satisfactorily complete a background check, consistent and in compliance with all applicable federal, state, and local requirements, that includes but is not limited to the following:

- i. Social Security Verification, if applicable;
- ii. Criminal Background Check (past 7 years);
- iii. Sexual Offender Registry;
- iv. OIG List of Excluded Individuals/Entities; and
- v. GSA List of Parties Excluded from Federal Programs.

SCHOOL shall ensure that all students participating in a Training Experience have a background check and drug screen completed within the 90-day period prior to the Training Experience. SHC shall not be responsible for any cost or expense associated with background check or drug screen.

Recognizing that students enrolled in the Program may participate in Training Experiences at multiple facilities, SHC agrees to accept the results of the background check and drug screen performed prior to the student's initial Training Experience if the student maintains continuous enrollment in the Program and if the results of the background check are archived by the background check agency, and the results of the drug screen either maintained by SCHOOL or verification of a clear drug screen is obtained by the SCHOOL directly from the drug screening vendor.

SCHOOL shall provide SHC with verification that each student has completed the background check and drug screen test with satisfactory results. If SCHOOL determines that a student has not completed the background check or drug screen test with satisfactory results, SCHOOL shall ensure that the student does not participate in a Training Experience with SHC.

3. RESPONSIBILITIES OF SHC.

a. SHC shall designate a clinical coordinator to cooperate with SCHOOL's Program coordinator regarding the specifics of the Program and the Training Experience and the supervision of the students participating in the Training Experience.

b. SHC shall provide an orientation for students participating in the Training Experience in respect to SHC's rules and regulations, policies and procedures and standards of conduct.

c. SHC agrees to provide to SCHOOL the necessary space or facilities for conference and classroom areas for student teaching as may be available.

d. To the extent that any first aid treatment is required in connection with an injury or illness incurred by a student during performance of his or her clinical training during a Training Experience, SHC shall provide treatment as appropriate. Such treatment shall be at the sole expense of the individual treated.

e. SCHOOL shall be solely responsible for the final evaluation and grading of students participating in the Training Experience. However, upon the request of SCHOOL, SHC may submit input to the Program coordinator evaluating and appropriately documenting the performance of each student in the Training Experience. SCHOOL shall remain solely responsible for the assignment of academic credit.

f. SHC may exclude any student at any time from any clinical area of the Hospital. Student shall be informed that he/she is required to leave promptly and without protest in the event that SHC asks a student to leave. SHC shall also have the right, at any time, to remove a student permanently from the Training Experience. Such removal by SHC shall not require compliance with any notice, hearing or other procedural requirements. Within 24 hours of removing a student, SHC shall provide written notice to the SCHOOL program coordinator.

g. SHC shall maintain sole responsibility and accountability for patient care during the term of this Agreement. Neither SCHOOL nor any student shall have any right or duty to control or direct patient care or operations at the Hospital. Neither SCHOOL nor any student shall have the right to interfere with or adversely affect the operation of SHC.

4. TERM; TERMINATION.

a. This Agreement shall become effective as of the date of the last signature hereto (the "Effective Date"). This Agreement shall have an initial term of one (1) year and shall automatically renew for subsequent Renewal Terms of one (1) year each, unless sooner terminated in accordance with the terms of this Agreement.

b. Except as otherwise provided herein, either Party may terminate this Agreement at any time without cause upon at least ninety (90) days' prior written notice, provided that all students participating in a Training Experience at the time of such notice of termination shall be given the opportunity to complete the current Training Experience.

5. INSURANCE

a. SCHOOL shall maintain for itself and its students professional liability and comprehensive general liability insurance or self-insurance coverage with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate. SCHOOL shall

provide to SHC copies of such certificates of insurance prior to the commencement of the Training Experience and agrees to notify SHC of any change of coverage or cancellation of coverage at least thirty (30) days in advance of the effective date of such modification or cancellation.

b. SHC agrees to maintain professional liability insurance and comprehensive general liability or self-insurance in the minimum amounts of \$2,000,000 per claim or occurrence, \$5,000,000 aggregate, for its employees. A certificate of insurance evidencing such insurance coverage shall be provided to SCHOOL upon written request and SHC shall notify SCHOOL of any change of coverage or cancellation of coverage at least thirty (30) days in advance of the effective date of such modification or cancellation.

6. INDEMNIFICATION.

a. To the extent permitted by applicable law, SCHOOL shall indemnify and hold harmless SHC and its directors, trustees, officers and employees from and against any and all claims, costs, and liabilities, including reasonable court costs and reasonable attorney fees, incurred by SHC as a result of actions brought against SHC arising out of or related to the acts or omissions of SCHOOL or its students participating under this Agreement, unless such act or omission was under the sole control and direction of SHC and except where such indemnification is prohibited by law.

b. SHC shall indemnify and hold harmless SCHOOL and its directors, trustees, officers, employees and students from and against any and all claims, costs, and liabilities, including reasonable court costs and reasonable attorney fees, incurred by SCHOOL as a result of actions brought against SCHOOL arising out of or related to the acts or omissions of SHC, unless such act or omission was under the sole control and direction of SCHOOL and except where such indemnification is prohibited by law.

c. Triton College, as an entity and on behalf of its employees, agents, and students, claims any and all governmental immunity as may be established by or set forth under Federal or Illinois law, rule or regulation

7. CONFIDENTIALITY.

a. **Confidentiality.** SCHOOL acknowledges that during the term of this Agreement, business of a confidential and proprietary nature belonging to SHC and Hospital (“Confidential Information”) might be disclosed to SCHOOL and its students. SCHOOL and its students shall not, in any manner, directly or indirectly, use or disclose to any person or entity whatsoever, any of such Confidential Information except as otherwise required by law. Upon the expiration or termination of this Agreement by either party and for any reason, SCHOOL shall, and SCHOOL shall cause its students to, immediately return to SHC any and all Confidential Information, including without limitation any originals or copies of policies, procedures, and patient medical records in the SCHOOL’s or any student’s possession or control. The terms of this Agreement shall be considered Confidential Information and shall not be disclosed to any third party, except as required by law, without the express written consent of SHC. SCHOOL agrees, and shall inform its students participating under this Agreement that they are required, to keep confidential all information of SHC and not disclose or reveal any such information to any third party without the express prior written consent of SHC.

b. **Medical Records.** Patient medical records created and maintained at the Hospital are the sole and exclusive property of SHC. SCHOOL shall inform any SCHOOL faculty or students participating in a Training Experience that they are required to abide by SHC policies and procedures concerning the completion and handling of medical records. SCHOOL agrees to preserve the confidentiality of all patient medical records in accordance with state and federal law and to use the information in such records only as necessary to perform the obligations under this Agreement.

c. **HIPAA Compliance.** Each Party under this Agreement agrees, and SCHOOL shall ensure that the students participating under this Agreement are aware that they are required, to comply, to the extent required, with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and the requirements of any applicable regulations promulgated thereunder (as amended), including, without limitation, the Federal Privacy and Security Regulations as contained in 45 CFR Part 160 and Part 164 (collectively "HIPAA"). Each Party under this Agreement agrees, and SCHOOL shall ensure that the students participating under this Agreement are aware that they are required, not to use or disclose any protected health information, as defined in 45 CFR § 160.103 ("PHI"), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA. Each Party will promptly report to the other Party upon knowledge and verification, any use or disclosure of a patient's PHI not provided for by this Agreement, or in violation of any applicable local, state or federal law of which that Party becomes aware. Notwithstanding the foregoing, no attorney-client, accountant-client, physician-patient or other legal privilege shall be deemed waived by either party by virtue of this Section 7(c).

d. **Confidentiality of Student Records.** The Parties acknowledge that certain information about students is contained in records maintained by SCHOOL and that this information is confidential by reason of SCHOOL policy and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. Section 1232(g) and applicable state law. In the event that SHC has access to a student's records, SHC shall keep confidential and shall not disclose any student records unless disclosure is (i) authorized by the SCHOOL or student in writing; (ii) required by law or a court of competent jurisdiction; or (iii) permitted by this Agreement.

8. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SHC: Shriners Hospitals for Children
Chicago Hospital
2211 N. Oak Park Avenue
Chicago, Illinois 60707
Attention: Administrator

With copy to (which shall not constitute Notice):

Shriners Hospitals for Children
P.O. Box 31356
Tampa, Florida 33631-3356
Attention: Legal Department

If to SCHOOL: Triton College
2000 Fifth Avenue
River Grove, IL 60171
Attention: Pamela Harmon,
Dean of Health Careers and Public Service Programs

or to such other persons or places as either party may from time to time designate by written notice to the other.

9. **NO WAIVER.** Any failure of a Party to enforce that Party's right under any provision of this Agreement shall not be construed or act as a waiver of said Party's subsequent right to enforce any of the provisions contained herein.

10. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all applicable federal, state, and local laws, regulations, ordinances, administrative orders, or other authoritative guidance or compliance requirements issued by government or accreditation agencies.

11. **NO PAYMENTS OR OTHER REMUNERATION.** It is understood between the Parties that no fees or monetary payments of any kind shall be exchanged between SHC, its agents and employees, and SCHOOL, its agents, employees and students under the terms of this Agreement. Further, SCHOOL, its staff members, and its representatives, shall not attempt to bill or collect from any patient or from any other source fees for services provided to patients by students.

12. **INDEPENDENT RELATIONSHIP.** None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between SCHOOL and SHC other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. The Parties agree that the students shall not be considered employees, agents or volunteers of SHC, nor shall any student be entitled to any right, compensation or benefits normally afforded to employees of SHC, including but not limited to, Social Security, unemployment and workers' compensation insurance. Further, the Parties agree that the employees of SHC shall not be considered employees, agents or volunteers of SCHOOL, nor shall any employee be entitled to any right, compensation or benefits normally afforded to employees of SCHOOL, including but not limited to, pension, unemployment and workers' compensation insurance, or the accrual of tenure.

13. **USE OF NAMES.** Neither Party may use the name, logo, trademark or service mark of the other in any publicity, advertising or promotional materials disseminated to the public or otherwise hold itself out as affiliated with the other Party without the prior written approval of the other Party, which shall not be unreasonably denied or withheld.

14. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. All disputes shall be resolved in the Circuit Court of Cook County.

15. **ASSIGNMENT; BINDING EFFECT.** SCHOOL may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of an authorized representative of SHC. This Agreement shall inure to the benefit of and be binding upon, the Parties hereto and their respective successors and permitted assigns.

16. **COUNTERPARTS.** This Agreement may be executed in two (2) counterparts, both of which together shall constitute only one (1) Agreement.

- 17. SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- 18. AUTHORIZED AGENT.** This Agreement is executed by an authorized representative of each Party in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- 19. Business Licenses.** Each Party represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations.
- 20. WORKPLACE CONDUCT.** Each Party certifies that it maintains a written sexual harassment policy and a Drug Free Workplace in compliance applicable law.
- 21. ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of authorized representatives of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, authorized representatives of the Parties hereto have executed this Agreement as evidenced below.

SHRINERS HOSPITALS FOR CHILDREN

By: _____
Phillip Grady, DHA, FACHE
VP Hospital Operations & Interim Administrator

Date: _____

TRITON COLLEGE

By: _____
Mark R. Stephens
Board Chairman

Date: _____

EXHIBIT A

STATEMENT OF CONFIDENTIALITY

By my execution of this Statement of Confidentiality, I _____ (print or type student name) hereby acknowledge my responsibility under applicable law and the Student Training Program Agreement between **SHRINERS HOSPITALS FOR CHILDREN** (“SHC”), on behalf of itself and the **CHICAGO Hospital** (“Hospital”), which it owns and operates, and **TRITON COLLEGE** (“SCHOOL”) to keep confidential any information regarding SHC patients and other confidential information that I may encounter while participating in the SCHOOL program Training Experience offered at the Hospital. I agree, under penalty of law, not to reveal to any person or persons, except authorized clinical staff and associated personnel, any specific information regarding any patient except as required or permitted by law.

Dated this ____ day of _____ 20____

Student Signature

Witness

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

Meeting of February 15, 2022

ACTION EXHIBIT NO. 16713

SUBJECT: AGREEMENT WITH NORTSHORE UNIVERSITY HEALTHSYSTEM

RECOMMENDATION: That the Board of Trustees approve the Master Affiliation Agreement with NorthShore University HealthSystem. This Agreement shall be for academic year 2021-2022, and will remain in effect for each subsequent year. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed, students who are participating in the clinical learning experiences at the time of expiration or termination shall be allowed to complete such assignment under the terms and conditions herein set forth. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Diagnostic Medical Sonography, Radiologic Technology, Surgical Technology, Sterile Processing Technician and Vascular Technology program to participate in clinical education experiences at Northshore University HealthSystem facilities and its subsidiaries, Evanston Hospital, Glenbrook Hospital, Highland Park Hospital, Skokie Hospital, Swedish Hospital, and Northwest Community Healthcare. Program Memorandums will be in effect January 26, 2022 through January 25, 2024.

Submitted to Board by: _____

Susan Campos
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

MASTER AFFILIATION AGREEMENT

This Master Affiliation Agreement is entered into this **1st** day of **January 2022** between: Community College District 504, commonly known as Triton College, ("SCHOOL") and NORTSHORE UNIVERSITY HEALTHSYSTEM, including its wholly owned subsidiaries, ("HOSPITAL") (hereinafter referred to each as a "Party" and, collectively, as the "Parties").

WHEREAS, SCHOOL desires to utilize HOSPITAL for the purpose of providing a clinical learning and working experience for students of the SCHOOL; and

WHEREAS, HOSPITAL desires to collaborate with SCHOOL by providing certain opportunities for students to participate in experiences to enhance students' educational training with SCHOOL;

WHEREAS, HOSPITAL owns and operates certain facilities, including Evanston Hospital, Glenbrook Hospital, Highland Park Hospital and Skokie Hospital, and is the sole corporate member of certain Illinois not for profit corporations, including Swedish Covenant Health, d/b/a Swedish Hospital and Northwest Community Healthcare ("NCH") which is the sole corporate member of Northwest Community Hospital, as well as certain other wholly owned subsidiaries. Each of which may be referenced herein, including any Exhibits, Attachments, or Appendices to this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, it is understood and agreed upon by both Parties as follows:

1. **Scope of Programs**

Programs, experiences and/or assignments to be undertaken by students of SCHOOL will be mutually agreed upon and approved by appropriate SCHOOL and HOSPITAL staff and will conform to all agreements contained herein. The scope of any program, experience or assignment will be arranged and specified in writing as a program memorandum ("Program Memorandum") prior to implementation. Such Program Memorandum shall become a part of this Agreement. Agreed changes to the scope of any program, experience, or assignment will be set forth from time to time in a written Program Memoranda, which will become part of this Agreement, and shall be signed by the authorized agents of the Parties.

2. **Student Screening and SCHOOL's Provision of Student Information to HOSPITAL**

a) SCHOOL shall inform Students of the obligations to provide HOSPITAL with evidence of student's name, social security number, date and hours of assignment, health insurance coverage, a health status report including evidence of required immunizations, tests and titers, and evidence of class or lecture on infection control/blood borne pathogens/universal precautions for each student enrolled in any affiliated program. This information shall be provided by students to HOSPITAL at least 21 days before the beginning date of the program or experience.

- b) SCHOOL shall be responsible to screen students prior to students' consideration for participation in any assignment or experience at HOSPITAL. SCHOOL represents and warrants to HOSPITAL that those students who will participate in assignments or experiences on HOSPITAL premises were selected for and authorized for participation in the educational program.
- c) SCHOOL shall be responsible for assigning students to HOSPITAL based upon assessment of students' educational interests and relevant experience. SCHOOL will use its best efforts to ensure that students selected for participation in the training experience at HOSPITAL are prepared for effective participation in the education phase of their program. SCHOOL will retain ultimate responsibility for the academic education of its students and the assignment of grades and credit. To the fullest extent permitted by law, SCHOOL shall not authorize any student to come onto HOSPITAL's premises or to participate in any assignment or experience affiliated with HOSPITAL in any way if student is known to have (1) a conviction that would preclude a student from being hired by HOSPITAL; or (2) a conviction relating to any crime bearing upon the student's fitness to complete or to have responsibility for the tasks to be assigned or completed as part of the student's experience at HOSPITAL; or (3) been excluded from participation in a state or federal healthcare program(s); or (4) any other information is known indicating that the student poses a risk to the health or safety of others that cannot be eliminated by reasonable accommodation, including, but not limited to, evidence of violent or abusive behavior.
- d) SCHOOL shall inform students that payment for any personal medical care rendered by HOSPITAL to the student while engaged in the educational experience is the sole responsibility of the student.

3. HOSPITAL's Responsibilities

- a) HOSPITAL shall provide appropriate, qualified supervision for students throughout the training experience. HOSPITAL shall provide the training experience in accordance with educational objectives and guidelines that have been mutually agreed upon by SCHOOL and HOSPITAL. HOSPITAL shall inform SCHOOL of significant staff or administrative changes affecting the training experience.
- b) HOSPITAL understands and agrees that the primary purpose of the students' placement at HOSPITAL is for the students' education. HOSPITAL shall at all times retain sole and full responsibility for the care of its patients and will maintain the quality of patient care without relying on the students' training activities for staffing purposes. The students shall not at any time replace or substitute for any HOSPITAL employee; students are not at any time considered employees nor are they eligible for salary or employee benefits or workers' compensation. HOSPITAL shall have full supervisory authority over the students while engaged in the training experience under this Agreement.
- c) HOSPITAL shall provide SCHOOL with HOSPITAL policies and procedures which students will be expected to adhere to while engaged in the training experience and while on HOSPITAL premises.

- d) HOSPITAL shall be responsible for the provision of adequate space, equipment, and supplies necessary to meet the objectives of the training experience.
- e) HOSPITAL agrees to provide students with emergency health care for illness or injury resulting from or during the training experience at HOSPITAL. Such emergency care will be provided at the usual and customary charges at the students' expense.

4. Student's Conduct While Participating in Assignment or Experience

- a) During periods of program participation, students will be responsible for following the administrative policies, standards, and practices of HOSPITAL.
- b) HOSPITAL retains the right to control its premises at all times and shall notify the SCHOOL if HOSPITAL believes, for any reason, that any student's performance, non-performance or conduct during an experience or assignment while at HOSPITAL results or may result in a disruption of the HOSPITAL's operations, programs, or risk of liability to HOSPITAL. Upon receipt of such notice, SCHOOL shall immediately review the matter and promptly take such remedial steps as are reasonable, including, but not limited to, if appropriate, removing student from participation in the assignment or experience at HOSPITAL.
- c) Consistent with Section 4(b) above, in any situation in which, in the sole opinion of HOSPITAL, a patient's welfare may be adversely affected, HOSPITAL has the right to take immediate corrective measures without prior consultation with or prior notification to SCHOOL.

5. Student's Publication of Any Material Related to HOSPITAL Experience

SCHOOL shall be responsible for obtaining prior written approval of HOSPITAL before publishing any material relating to the program, assignment and/or educational experience at HOSPITAL.

6. Nondiscrimination

The Parties agree to comply with all applicable federal, state and local laws regarding non-discrimination and sexual harassment with respect to student programs provided under the terms of this Agreement.

7. Notification to Participating Students by SCHOOL

Prior to students' participation in any program or experience at HOSPITAL, SCHOOL shall provide information to students regarding procedures when participating in a program located at HOSPITAL, which shall include:

- a) notification of HOSPITAL policies and procedures applicable to students during the program experience, including notification of HOSPITAL's non-discrimination and anti-harassment policies and procedures. Orientation, on-line learning, and all HOSPITAL policies and procedures are available to student on Pulse, the NorthShore internal web-site.
- b) notification that students shall be responsible for the costs of any medical services or treatment provided by HOSPITAL or its staff during the period of time student is participating in the program.
- c) notification that SCHOOL is responsible for obtaining prior written approval of HOSPITAL before publishing any material relating to the program, assignment and/or educational experience at HOSPITAL.

8. Proof of Insurance

SCHOOL shall provide proof of adequate liability protection prior to any student commencing training at HOSPITAL. SCHOOL shall, at its own expense, carry liability insurance covering students of SCHOOL in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in aggregate with an Insurer that maintains a Best rating of at least A-, or equivalent. A certificate of such insurance shall be submitted annually to HOSPITAL or more frequently upon its request; naming Hospital as an additional insured and this requirement shall survive expiration of termination of this Affiliation Agreement. Failure to maintain proper insurance coverage may, at the option of HOSPITAL, result in immediate termination of this Agreement.

HOSPITAL shall provide proof of adequate liability protection prior to any student commencing training at HOSPITAL. HOSPITAL shall, at its own expense, carry liability insurance covering staff of HOSPITAL in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in aggregate with an Insurer that maintains a Best rating of at least A-, or equivalent. A certificate of such insurance shall be submitted annually to SCHOOL or more frequently upon its request; naming School as an additional insured and this requirement shall survive expiration of termination of this Affiliation Agreement. Failure to maintain proper insurance coverage may, at the option of SCHOOL, result in immediate termination of this Agreement.

9. Indemnification of the Parties

Each PARTY shall indemnify and hold the other PARTY and its respective directors, trustee, officers, agents, and employees, harmless from and against any and all losses, damages, costs and expenses, including attorneys fees and costs, which are caused by the negligent or willful conduct of the indemnifying PARTY arising out of the performance or non-performance under this Agreement. This indemnification and hold harmless provision shall survive the expiration or termination of this Agreement.

10. Proprietary Information

SCHOOL acknowledges that it and its students may become familiar with certain information of HOSPITAL, including, but not limited to, HOSPITAL's business affairs, property, methods of operation, computer systems and networks (such as data files and software within a system or network) and financial data ("Proprietary Information"). To protect the confidentiality of such Proprietary Information of HOSPITAL, SCHOOL shall, to the extent permitted by applicable Freedom of Information laws:

- a) maintain Proprietary Information in strict confidence using at least the degree of care and security as SCHOOL uses to maintain its own proprietary information;
- b) not disclose Proprietary Information to any other party without the express written approval of HOSPITAL or as otherwise required by law;
- c) return or destroy any Proprietary Information in their possession or control and retain no copies upon the termination of this Agreement; and
- d) instruct students regarding SCHOOL's obligations with respect to Proprietary Information.

11. Identifiable Patient Information

SCHOOL acknowledges that it and its students may have access to certain information regarding the physical or mental health conditions of patients of HOSPITAL, including the treatment of or payment for such conditions, that identifies or can be used to identify patients of HOSPITAL ("Protected Health Information or "PHI" and Personally Identifiable Information or "PII"). SCHOOL further acknowledges that HOSPITAL has a legal obligation to safeguard and maintain the privacy of such PHI and PII in accordance with regulations implemented pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Illinois Personal Information Protection Act. In light of the foregoing, SCHOOL shall:

- a) educate its students as to the necessity of safeguarding and maintaining the privacy of PHI and PII accessed during the program experience, including educating students on HOSPITAL's policies and procedures relating to the confidentiality of PHI and PII (available on HOSPITAL's Pulse, the HOSPITAL internal website);
- b) ensure that any PHI and/or PII in SCHOOL's or students' possession or control is maintained in accordance with HOSPITAL's policies and procedures relating to the confidentiality of PHI or PII;
- c) subject any student who violates HOSPITAL's policies and procedures relating to the confidentiality of PHI or PII, or otherwise breaches generally accepted standards of patient confidentiality, to disciplinary action under the SCHOOL's code of conduct or disciplinary policy for students, as applicable; and
- d) ensure that any PHI or PII in SCHOOL's or students' possession or control is maintained in a secure fashion as required pursuant to HIPAA and ensure that any PHI or PII is

returned or destroyed and that no copies of such PHI or PII are retained by the student upon completion of the program experience or by SCHOOL upon the termination of this Agreement.

12. HIPAA

Students are members of HOSPITAL's workforce for purposes of HIPAA within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Accordingly, additional agreements are not necessary for HIPAA compliance purposes.

13. Confidentiality

HOSPITAL acknowledges that many student records are protected by the Family Educational Rights and Privacy Act (FERPA) and agrees to use reasonable efforts to keep confidential all educational records and reports relating to the students' training experiences. SCHOOL shall be advised prior to any disclosure of student records.

14. Disclosure Required by Law

Notwithstanding any provision herein, Parties shall not be prevented from producing documents or disclosing information when such production or disclosure is required by law.

15. Termination of Agreement

This Agreement shall be for academic year 2021 -2022, and will remain in effect for each subsequent academic year unless: (1) a Party notifies the other Party of its intention to terminate the Agreement at least sixty (60) days prior to the end of the academic year; (2) a Party notifies the other party of its intention to terminate the Agreement because of breach by the other Party, on the condition that prior to such notice, the Party seeking to terminate has given at least thirty (30) days written notice of the alleged breach and an opportunity for the other Party to cure the breach; or (3) a Party notifies the other Party of its intention to terminate the Agreement for any reason or no reason upon ninety (90) days prior written notice. In the event of termination, Parties shall use reasonable efforts to allow students to complete any training experience already in progress at HOSPITAL under the terms and conditions stated herein.

General Provisions

- a) Neither Party may assign its rights or duties under this Affiliation Agreement without the prior written consent of the other Party. Any attempt to assign, transfer, pledge, hypothecate, or otherwise dispose of any provision of this Affiliation Agreement in violation of the Affiliation Agreement shall be null and void.
- b) Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties; and neither Party shall have the right or authority or shall hold itself out to have

the right or authority to bind the other party, nor shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

- c) The arrangement described in this Affiliation Agreement shall be binding upon and inure to the benefit of all of the Parties hereto and their permitted successors and assigns.
- d) This Affiliation Agreement and any associated Program Memoranda shall be deemed to express, embody, and supersede all previous understandings, agreements, and commitments, whether written or oral, between the Parties hereto with respect to the subject matter hereof and to finally set forth the entire agreement between the Parties hereto.
- e) This Affiliation Agreement and associated Program Memoranda shall be subject to and governed by the laws of the State of Illinois. All disputes shall be resolved in the Circuit Court of Cook County.
- f) Any notice or communication required by this Agreement shall be in writing and shall be given and deemed to have been given if (a) hand delivered; or (b) sent via overnight delivery; or (c) sent via facsimile; or (d) sent via electronic mail addressed as follows:

Notice to SCHOOL shall be sent to:

Triton College
2000 North Fifth Avenue, RM H-120
River Grove, Illinois, 60172
Attention: Pamela Harmon, Dean, Health Careers and Public Service Programs

With a copy to:
Sarie Winner
Kusper & Raucci Chartered
30 North LaSalle Street
Suite 2121
Chicago, Illinois 60602

Notice to HOSPITAL shall be sent to:

Karen Ilag, RN, BSN, MNA
Vice President, Cardiovascular Institute & Procedural Services
NorthShore University HealthSystem
Evanston Hospital
2650 Ridge Avenue, Suite: 1327
Evanston, IL 60201

With a copy to:
NorthShore University HealthSystem
1301 Central Street
Evanston, IL 60201
Attn: Academic Contracts Counsel

- g) No delay or omission by any Party to this Agreement to exercise his, her, or its rights hereunder shall impair any such right or power or shall be construed as a waiver or acquiescence of any default, except as agreed in writing by the Party against whom the applicable waiver or acquiescence is asserted. No waiver of any default shall be construed, taken, or held to be a waiver of any other default.
- h) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.
- i) The Parties intend the terms, restrictions, covenants, and promises in this Agreement to be binding only to the extent valid and enforceable under applicable law. If any term, restriction, covenant, or promise contained in this Agreement is invalid or unenforceable, then the Parties agree to be bound by such term, restriction, covenant, or promise as modified (or deleted) to the extent (and only to the extent) necessary to make it valid and enforceable.
- j) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers.

TRITON COLLEGE

**NORTHSHORE UNIVERSITY
HEALTHSYSTEM**

Mark R. Stephens
Board Chairman

Karen Ilag, RN, BSN, MNA
Vice President
Cardiovascular Institute & Procedural Services

Date

Date

Elizabeth Potter
Secretary

Date

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

Meeting of February 15, 2022

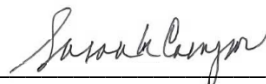
ACTION EXHIBIT NO. 16714

**SUBJECT: AGREEMENT WITH EXPLORANCE FOR
BLUE COURSE EVALUATION PLATFORM**

RECOMMENDATION: That the Board of Trustees approve the Agreement with Explorance, for the implementation of Blue, an all-in-one evaluation platform. The total cost of this 40 month term effective, February 28, 2022 through June 30, 2025, will be completely funded by the Governors Emergency Education Relief Fund (GEER grant). The total expense must be prepaid under the terms of the grant with the total 40 month expenditure not to exceed \$73,149.00

RATIONALE: In an effort to improve instruction and enhance student course evaluations this automated course evaluation tool will be embedded within each Blackboard course shell, therefore closing the feedback loop allowing for increased student participation and timely reporting so improvements can be made during the semester.

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



Blue – All-in-One Evaluation Platform

Author: Samer Saab

Proposal ID: EXP-PO-20220111-001-v1.2

Date Published: January 25th, 2022

Valid Until: February 26th, 2022

Explorance Corp.
1 South Dearborn, 20th floor, Chicago, IL, USA 60603
<http://www.explorance.com>

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Revision History

Version	Date	Modified By	Notes / Revisions
1	Jan. 11, 2022	Samer Saab	Formal proposal
1.1	Jan. 25, 2022	Samer Saab	Reviewed proposal to incorporate feedback from Triton College
1.2	Jan. 25, 2022	Samer Saab	Adjusted timeframe to line up with Triton College's financial year; and added note to allow full payment of 3-year term.

Introduction

Explorance proposes a full implementation of Blue, the all-in-one evaluation platform, at Triton College. Blue is targeted at fully automating the implementation of surveys, 360-degree feedback reviews, and course evaluation processes throughout an academic institute.

The cornerstone of every action we take is the promise we make, and the promise we make to you today is our commitment to be morally bound to your project's success. As well, we commit to working with you beyond your short-term goals and expectations, as a long-term partner that seeks a win-win relationship which benefits everyone.

We look forward to the opportunity of becoming your partner in automating your course evaluation process, making it an essential element in your mission of continuous measurement and improvement of the quality of education at your institution.

Kind regards,

Samer

Samer Saab

CEO

1470 Rue Peel, Suite 500, Montréal, QC, Canada H3A 1T1

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Investment Summary

Item Description	Year 1 From Signing to Jun. 30, 2023	Year 2 to Jun. 30, 2025	Year 3 to Jun. 30, 2025
Software as a Service (SaaS) – Blue Base Subscription			
Blue hosted subscription, up to 7,500 Students FTE, up to 50,000 response forms annually, 8 Blue Administrator licenses and 8 Explorance Academy Subscription seats <i>Also includes:</i> <i>Blue Experience Management Platform - all-in-one surveys and evaluations</i> <i>Blue Integration Engine – SIS, LMS, HRIS/ERP, CRM, SSO and I/O API</i> <i>Blue Email Engine</i> <i>Blue Reporting Module</i> <i>Blue Vetted Item Bank (course evaluations)</i> <i>Free software updates</i> <i>24/7 global support</i>	\$25,993	\$19,495	\$19,495
Implementation Services - delivered in Year 1			
1 Fast Track - Course evaluation implementation <i>One Course Evaluation event/project (up to 5 forms and 5 out-of-the-box Blue Reports, QP)</i>	\$5,495	N/A	N/A
Sub Total	\$31,488	\$19,495	\$19,495
Yearly adjustment	\$0	\$877	\$916
Grand Total	\$31,488	\$20,372	\$21,289

Terms and Conditions

1. All prices are in USD.
2. Pricing is based on a 3-year commitment. Subscriber can choose to pay in advance for the full subscription mandate @ \$73,149.
3. Unless otherwise specified, all services are provided remotely.
4. All Implementation Services and À la Carte Services shall be delivered within 12 months of the contract signature date, without carry-forward unless explicitly agreed upon.
5. Payment for software subscription and/or services is invoiced upon signing and is due within 45 days of the invoice date. All late payments will incur a fee of 1.5% per month.
6. This Proposal constitutes a valid purchase order and is governed by the terms of Explorance’s Master Services Agreement.

Please note the Terms and Conditions on the following page.



The Company:
Explorance Corp.
Chicago, USA

The Subscriber:
Triton College
Illinois, USA

Signature

Signature

Name

Mark R. Stephens

Name

Title

Board Chairman

Title

Date

Date



APPENDIX A

Explorance Master Services Agreement

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "THE SUBSCRIBER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES.

The Subscriber may not access the Services if the Subscriber is a direct competitor to the Company, except with the Company's prior written consent. In addition, the Subscriber may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between the Subscriber and the Company as of the date of the Subscriber accepting this Agreement.

1. GENERAL TERMS AND CONDITIONS

1.1. Definitions

- (a) "Agreement" means this agreement for the subscription of Services at the prices and payment terms set out on an Order Form, as accepted by both parties and as evidenced by the signatures of their duly authorized representatives.
- (b) "Company" or "Explorance" means Explorance Inc. or any of its subsidiaries (including Explorance Corp.)
- (c) "Order Form" means a proposal or ordering document or purchase order specifying the Services to be provided hereunder that is entered into between the Subscriber and the Company, including any addenda.
- (d) "Personnel" means all workers, including the Company's employees, temporary personnel, and others employed or contracted by the Company for providing Services to the Subscriber.
- (e) "Value-Added Services" means any or all of the services listed on an Order Form, including deployment, implementation, consulting, and "a la carte" services.
- (f) "Purchase Price" means the total subscription fee and/or the total purchase price for the Services listed on an Order Form. Unless otherwise specified, the Purchase Price is deemed to be denominated in United States currency.
- (g) "Services" means any or all of the products and/or services listed on an Order Form.
- (h) "Software" refers collectively to the computer programs and related documentation listed on an Order Form, provided as a service by the Company to the Subscriber.
- (i) "Subscriber" means the company or other legal entity which has accepted this Agreement.



- (j) "Subscriber Property" means any data, information, or other material provided by or on behalf of Subscriber to the Company.
- (k) "Benchmarks" mean aggregated data received, collected, analyzed, and maintained by the Company to improve its programs, products and/or services. Benchmarks may be derived from public information, assessment responses, survey data and best practices information that the Company receives from its Subscribers. Benchmarks are always presented in an aggregated and anonymized form that does not identify a particular individual or company.

1.2. Installation of Software

THIS SECTION (1.2) ONLY APPLIES IF THE SUBSCRIBER INTENDS TO INSTALL THE SOFTWARE ON ITS PREMISES OR THIRD-PARTY HOSTING SITE AND THE COMPANY IS NOT PROVIDING HOSTING SERVICES UNDER THIS AGREEMENT.

- (a) Unless the Subscriber has purchased deployment services as indicated on an Order Form, the Subscriber will be responsible for installation and configuration of the Software, and the Subscriber shall be solely responsible for data conversion, data entry, and data verification.
- (b) Each version of the Software subscribed to by the Subscriber, as well as any updates, will be delivered electronically by the Company. Product documentation is available online.
- (c) Except for a reasonable number of backup copies for archival purposes or program error verification, the Subscriber shall not duplicate the Software onto any media. Each copy of the Software shall prominently contain the same copyright, trademark and other legal notices which appear in the Software.
- (d) Within thirty (30) days following the termination of the subscription of the Software, the Subscriber shall destroy all copies of the Software, to the extent permitted by law, and will provide confirmation if requested by the Company.

1.3. Value-Added Services

- (a) In the event the Subscriber has purchased Value-Added Services, the Company shall provide these services to the Subscriber as specified on an Order Form.
- (b) The Subscriber shall be allowed to make a reasonable number of copies of the product documentation and training manuals in order for the Subscriber to efficiently use the Software, and not for any other use.
- (c) The Company reserves all rights to the Value-Added Services performed under this Agreement, including all intellectual property rights on derivative works such as code, architecture documents, algorithms or methodologies.
- (d) The parties acknowledge that performance by the Company is subject to the availability of qualified Personnel of the Company, and that the time required for the performance of the Services cannot be accurately assessed in advance; consequently, all dates or time quoted with respect to the Services are estimates only and are subject to alteration.

1.4. Subscriber Responsibilities

- (a) The Subscriber shall provide all such information, data, documentation, and equipment as may be reasonably required by the Company to enable it to meet its obligations under this Agreement.

- (b) The Subscriber shall provide a coordinator familiar with the system environment, business and procedures of the Subscriber, who has authority to make decisions relating to the Services. The Subscriber shall further provide sufficient computer time and such other physical and human resources as may be reasonably required by the Company in connection with the Services.
- (c) The Subscriber will: (i) be responsible for the accuracy, quality and legality of the Subscriber's data and the means by which the Subscriber's data was acquired, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify the Company promptly of any such unauthorized access or use, and (iii) use the Services only in accordance with this Agreement and applicable laws and government regulations.
- (d) If there are any changes to the Services to be provided by the Company, the parties must mutually agree to such by amending an Order Form, which shall be signed by authorized agents of each party. If the change is caused or originated by the Subscriber, the Subscriber shall pay any additional fees in accordance with the then current time and materials rates of the Company as agreed to in writing by the parties prior to beginning any such work.

1.5. Limitations on Use of Software

- (a) The Company warrants that the Software is proprietary, or under license, to the Company. The Subscriber acknowledges and agrees that the Company and its licensors shall retain exclusive title and ownership of the Software and any related intellectual property. In the event any third party software supplier named in intellectual property notices has developed portions of the Software, the Subscriber acknowledges its responsibility for compliance with all related terms.
- (b) The Subscriber shall only use the Software for its own internal purposes. The subscriber may not sell, rent, lease, sub-license, assign, or otherwise transfer the Software, or use the Software for commercial time-sharing, outsourcing, or service bureau use.
- (c) The Subscriber shall not decompile, disassemble or reverse engineer the Software.

1.6. Confidentiality and Warranties

- (a) The Software contains information and trade secrets proprietary to the Company. The Subscriber agrees to use all reasonable efforts to ensure that persons under the Subscriber's direction and control abide by the terms and conditions of this Agreement. These confidentiality provisions shall not in any way be construed to limit or restrict in any way the Subscriber's obligations under any law, rule, or regulation that requires the disclosure of documents, information, or any such information that Subscriber may possess as a result of this Agreement. In the event the Subscriber becomes aware that the Software is being used by such persons in a manner not authorized by this Agreement, the Subscriber shall immediately take all reasonable steps to have such unauthorized use of the Software immediately cease and shall promptly notify the Company in writing of the unauthorized use.
- (b) The Company has implemented and will maintain appropriate security measures to preserve the confidentiality, integrity and availability of the Subscriber's Services and data. In addition, the Company will perform routine back-ups and take reasonable steps to protect these back-ups.
- (c) The Company warrants that it is authorized to offer a subscription service of the Software herein to the Subscriber and that the Software will, at all times during which it is being hosted by the Company, perform materially in accordance with the documentation provided by the Company.

- (d) Research Data and Benchmarking. Notwithstanding anything in these Terms or any Agreement to the contrary, Subscriber authorizes Company to use Subscriber Property disclosed through surveys, assessments, or provided by Subscriber to the Company (through software or other data collection activities) for assessment validation, research and benchmarking purposes and product development (collectively “Research Data”) including creating or updating Benchmarks. Company will (i) only use, aggregate and present the Research Data or Benchmarks in an anonymous form and (ii) not include (directly or by inference) any information identifying Subscriber or any identifiable individual as the source of such data in the Research Data or Benchmarks. Company is bound by ethical guidelines and data protection laws in the use of all data. Access to any Research Data will be restricted to only those individuals directly involved in research supporting or related to Company’s programs, products and/or services.

1.7. Indemnification

The Company will defend any action brought against the Subscriber to the extent that it is based upon a claim that the Software used within the scope of this Agreement infringes upon an intellectual property right. The Company will pay all costs attributable to such claim against the Subscriber, providing that the Subscriber promptly notifies the Company in writing of the claim or notice of claim, and that the Company has complete control of the defense and/or settlement of such claim. If any Software is adjudged to so infringe, or in the Company’s opinion is likely to become the subject of such a claim, the Company shall, at its option: (i) procure for the Subscriber the right to continue using the Software, (ii) modify or replace the Software to make it non-infringing, or (iii) refund the Purchase Price as specified in section 4.1 (Limitation of Liability). The Company shall have no liability regarding any claim arising out of: (i) use of other than a current, unaltered release of the Software unless the infringing portion is also in the then current, unaltered release, (ii) use of the Software in combination with non-Company software or equipment, unless the software or equipment was recommended or approved by the Company, if the infringement was caused by such combination, (iii) any modification or derivation of the Software not specifically authorized in writing by the Company, or (iv) use of third party software not expressly contemplated for use with the Software or otherwise authorized by the Company.

1.8. Disclaimer

- (a) Except for liabilities arising under section 1.7 (Indemnification), in no event shall either party be liable to the other party for any damages in any way relating to this Agreement, the Services or any special or subsequent modifications to the Services.
- (b) The Company is not responsible for the contents of any survey or evaluation, invitations to take surveys or evaluations, or invitations to view results created on or through the Services, nor is the Company responsible for the responses submitted to any survey or evaluation requests or for the results generated by survey or evaluation responses. The Company does not warrant or make any representations regarding the reliability or accuracy of the registration information supplied nor the responses or information supplied by survey respondents in response to evaluations.

1.9. Default and Termination

- (a) Except as otherwise specified on an Order Form, at the end of any subscription term the Services shall be automatically renewed for a further subscription term of twelve (12) months unless one party has given notice to the other of such party's intent not to renew, within thirty (30) days before the end of the then existing term. Each subscription renewal term shall operate under the terms and conditions of the immediately preceding term, except that (i) subscription fees shall be increased by up to 7% per year of the preceding term, and (ii) the Company may notify the Subscriber thirty (30) days prior to the expiry of the then existing subscription term of any additional changes to the subscription fees or to the terms and conditions applicable to the renewal term. Except as specified on an Order Form, renewal of promotional or one-time priced Services will be at the Company's list price at the time of the renewal.
- (b) Either party may terminate the subscription and support provisions for the Software, upon sixty (60) days prior written notice, if any of the following events of default occur and are not remedied within said sixty (60) day period:
 - (i) the other party materially fails to perform or comply with this Agreement or any provision hereof including without limitation payment of any due amount as and when due, (ii) the other party fails to comply with the provisions of this Agreement concerning Limitations on Use (section 1.5) or Confidentiality (section 1.6), (iii) the other party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, (iv) a petition under any foreign, state, provincial or Canada/United States bankruptcy act, receivership statute or the like, is filed by the other party, or (v) an application for a receiver is made by anyone and such petition or application is not resolved favorably within sixty (60) days.
- (c) Effect of Termination
 - i) Pay Outstanding Amounts. If this Agreement is terminated, Subscriber will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Subscriber of its obligation to pay any fees payable to Company for the period prior to the effective date of termination.
 - ii) Discontinuance of Use. Subscriber shall maintain the right to continue to use the Service following termination until the conclusion of the term for which payment has been received.
 - iii) Recovery of Data. Upon request by Subscriber made within 30 days after the effective date of termination or expiration of this Agreement, the Company will make Subscriber data available to the Subscriber for export or download. After such 30-day period, Company will have no obligation to maintain or provide any Subscriber data.

2. USE OF SERVICES

2.1. Subscriptions

Unless otherwise provided in an Order Form: (i) Services are purchased on a subscription basis, (ii) subscriptions may be added during a subscription term, prorated for the portion of that subscription term remaining at the time the subscriptions are added. Other than as expressly provided herein, no refund shall be granted by the Company to the Subscriber following the purchase of a subscription.

2.2. Usage Limits



Services are subject to usage limits as specified in an Order Form. If the Subscriber exceeds a contractual usage limit, the Company may work with the Subscriber to seek to reduce the usage so that it conforms to that limit. If the Subscriber is unable or unwilling to abide by a contractual usage limit, the Subscriber will execute an Order Form for additional quantities of the applicable Services promptly upon the Company’s request, and/or pay any invoice for excess usage in accordance with the terms and conditions in the Order Form.

2.3. Usage Restrictions

The Subscriber acknowledges that it will not knowingly or intentionally: (i) transmit through the Services or the Company’s hosting site any illegal or otherwise objectionable material or content, (ii) upload or distribute in any way any files that contain viruses, corrupted files, malicious code, or any similar software or programs that may damage the operation of anyone else's computer, the Services or the Company’s hosting site, and (iii) interfere or disrupt networks connected to the Services and the Company’s hosting site.

2.4. Proprietary Rights

- (a) The Company owns the content and other material contained in the Services to the extent such content is provided and/or designed by the Company. The Subscriber is permitted the limited right to use the content of the Services as authorized by this Agreement.
- (b) During a purchased and paid for subscription term, the Subscriber will have the right to access the Subscriber’s Services and data, and the Subscriber assumes the entire risk of the Subscriber disclosing such content to third parties. Modification or use of the Company’s content in any prohibited way is a violation of copyright and other proprietary laws. No one may copy or create derivative works from the Services without prior express authorization by the Company.

3. MAINTENANCE AND SUPPORT TERMS AND CONDITIONS

3.1. Maintenance and Support Services

- (a) Maintenance and Support Services are included in the Services provided to the Subscriber by the Company. During a purchased and paid for subscription term, the Company shall: (i) ensure that the Software continues to perform materially in accordance with its related documentation, (ii) use its best efforts to correct problems associated with the Software brought to its attention by the Subscriber, and (iii) provide documentation for all Software updates released in that term.
- (b) Customer support is available 24/7. The Company will use its best efforts to respond to requests from the Subscriber for support as indicated in the table below.

Severity Level	Definition	Response Time	Resolution Time
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1	Production down or critical problem, which causes an immediate major impact on the application. No timely workaround exists that provides similar functionality and performance.	Two (2) hours after initial contact.	Four (4) hours or less after initial response. *
2	The problem causes loss of functionality that has an impact on the application. A workaround exists or is available.	Four (4) hours after initial contact.	Eight (8) hours after initial response. *
3	The problem is non-critical or has minimal impact on the application.	Twenty-four (24) hours after initial contact.	The Company will provide a resolution plan to the Subscriber.

* The Company will provide a workaround or temporary fix to a reported defect until the reported defect can be permanently corrected. If a resolution is not complete within the specified Resolution Time, the Company will provide a resolution plan to the Subscriber.

Updates will be posted on the Company’s help center.

(c) Maintenance and Support Services do not include the following, which may be provided to the Subscriber by the Company upon payment of an additional fee:

- i. Custom programming services.
- ii. Professional Services and/or consulting.
- iii. On-site support.
- iv. Training.
- v. Hardware and related supplies.
- vi. Repairs required due to malicious operator acts, failure to use the Software in accordance with this Agreement or failure to implement Software updates.
- vii. Repairs to any part of the Software which has been altered, maintained, enhanced or otherwise modified by the Subscriber without the Company’s written approval.

(d) The Severity Levels in the table above do not apply during (i) scheduled maintenance, (ii) events of force majeure, (iii) malicious attacks on the system, (iv) issues associated with the Subscriber’s computing devices, local area networks or internet service provider connections, (v) Company’s inability to deliver services due to Subscriber’s acts or omissions, or (vi) pre-release, beta, or trial versions of a service, feature or software (as determined by the Company). Also excluded are the Company’s Sandbox, Beta, debugging accounts and other test environments.

(e) Any unauthorized modification, unauthorized use, improper installation of the Software or Software updates or any improper management of any related hardware shall render all warranties and support obligations null and void.

4. GENERAL PROVISIONS

4.1. Limitation of Liability



NEITHER PARTY'S LIABILITY RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED TWO (2) TIMES THE AMOUNT PAID BY THE SUBSCRIBER IN THE 12 MONTHS PRECEDING THE

INCIDENT. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.2. Other General Provisions

- (a) The Subscriber and the Company hereby irrevocably submit themselves solely to the law of the State of Illinois and courts of the Circuit Court of Cook County. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- (b) The Company may identify Subscriber in a client list as a customer for the Services provided by the Company, provided, however, that such client list will not unduly emphasize Subscriber nor expressly or implicitly state that the Subscriber is endorsing the Company, the Services or any of the Company's personnel. No party shall issue any press release or make any other public announcement regarding the entry of the parties into this Agreement or the provision of the Services without the prior consent of the other party. This Agreement does not give either party ownership rights or interests in the other party's trade name or trademarks.
- (c) All notices, requests or demands shall be made in writing. Each party may change its address, facsimile number, or e-mail address by written notice to the other party.
- (d) Captions contained in this Agreement are for reference purposes only, and are not part of the Agreement.
- (e) If any provisions of this Agreement are held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (f) If either party shall be delayed or prevented from performing under this Agreement, due to any cause beyond its reasonable control ("force majeure"), any such delay shall be excused during the continuance of the cause of delay, and the period of performance shall be extended to such extent as may be necessary to enable the affected party to perform after the cause of delay has ended; provided that such party gives to the other prompt written notice of such cause as soon as practicable after its occurrence. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.
- (g) Neither party shall assign, sub-license, extend or otherwise transfer, in whole or in part, this Agreement or any Service granted hereunder, without the prior written consent of the other party.
- (h) This Agreement may be executed in counterparts. When each party has signed and delivered at least one counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding on all parties.
- (i) Both parties agree that they shall not during the term of any Services or any renewal thereof, or for a period of twelve months after termination of the same, knowingly employ, retain or engage any employee of the other party without the other party's consent, which shall not be unreasonably denied or withheld.



- (j) The Company shall not be liable for any delays or claims of whatsoever nature, which result, directly or indirectly, from the failure by the Subscriber to comply with the reasonable requests of the Company or the breach by the Subscriber of any provision of this Agreement.
- (k) The terms and conditions contained herein and an Order Form constitute the entire agreement between the parties with respect to the Services and shall supersede all previous proposals and all other communications between the parties. No amendment to this Agreement shall be valid and binding on either party unless agreed to in writing and signed by the duly authorized representative of each party. This Agreement may not be released, modified or assigned except by an instrument in writing signed by a duly authorized representative of each of the parties.
- (l) Subscriber, as an entity and on behalf of its employees, agents, and students, claims any and all governmental immunity as may be established by or set forth under Federal or Illinois law, rule or regulation.
- (m) This Agreement is executed by an authorized representative of Subscriber in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- (n) Neither party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer, that it maintains a written sexual harassment policy and a Drug Free Workplace in conformance with applicable law.

APPENDIX B

Explorance’s Professional Services Packages

Fast Track – 1 implementation, up to 5 forms and 5 out of the box Blue reports, QBank not included. Minimum time required to implement is 12 weeks. All services delivered within the first year. Not available for medical schools.

Service details

Project Management		
Item #	Category	Description
1.0	Initiation	
1.1	Introduction	Greeting call and follow-up. Includes preparation for meeting, conducting meeting and follow-up.
1.2	Planning	Building schedule. Defining scope, building charter, resource coordination and assignment. POC and sandbox briefings (if applicable).
1.3	Kickoff	Preparing, presenting, follow-up.

1.4	Confirmation and Adjustments	New or redefined needs and project scope changes are usually identified at this stage. Rework of all previous phases if required.
2.0	Monitoring	
2.1	Meetings w/consultant	On average 1/hr per week (planned + ad-hoc).
2.2	Project Review	Weekly review of project to read notes, enter notes, update plan, etc.
2.3	Manage Integration	Sending documents, reviewing documents, submitting requests, follow-up on requests, arranging and/or attending deployment calls (installation and integration).
2.4	Meetings w/client	30 minutes per client, per week.
2.5	Client Communications	Includes emails, phone calls and all other forms of communications falling outside of planned/scheduled meetings.
2.6	Internal Meetings	Required to address and manage issues such as product enhancements, customizations and development work requests.
3.0	Closing	Client meeting, initiating surveys, follow-up and transition communications.

PS Implementation		
Item #	Category	Description
1.	Project Initiation	Project kick-off meeting / discovery session and requirements gathering.
2.	Customized Demo	Client demo including reporting.
3.	Blue Portal Integrator	BPI (Blue Portal Integrator – LMS integration) configuration as per client needs.
4.	Data	Data gathering and validation (meetings and follow-ups).
5.	Consultation	Project and reporting consultation/requirements gathering.
6.	Project	Building projects for up to 5 forms (questionnaire + triggering logic).
7.	Project – QP	QP setup (if required). QP = Question Personalization – the ability to allow various levels (e.g. departments, instructors) the ability to add custom questions.
8.	Project – Reports	Building and validating reports. Up to 5 reports (Individual, Aggregate, Export-Feedback view).
9.	Testing – Projects	Running UAT (User Acceptance Testing) projects.

10.	Testing – Reports	UAT (User Acceptance Testing) reports.
11.	Go-Live	Project launch.
12.	Project Close	Knowledge transfer (sessions to share project information specific to client environment).

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

Meeting of February 15, 2022

ACTION EXHIBIT NO. 16715

SUBJECT: APPROVAL AND RELEASE OF CLOSED SESSION MINUTES OF THE BOARD OF TRUSTEES

RECOMMENDATION: That the Board of Trustees approve the following Closed Session Minutes: 7/20/21, 8/24/21, 9/28/21, 10/19/21, 11/16/21, and 12/21/21, and authorize release of the Closed Session Minutes of the same dates.

RATIONALE: In keeping with the Illinois Community College Act, the Board of Trustees reviews Closed Session minutes as scheduled at least every 6 months to determine release and availability through Freedom of Information Act requests.

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 February 15, 2022

ACTION EXHIBIT NO. 16716

SUBJECT: DESTRUCTION OF CLOSED SESSION VERBATIM RECORDINGS

RECOMMENDATION: That the Board of Trustees approve the destruction of six (6) verbatim recordings of the Closed Session of the Board of Trustees made on 1/28/20, 2/18/20, 3/24/20, 4/21/20, 5/19/20, and 6/16/20 in accordance with Illinois law.

RATIONALE: Illinois Law, 5 ILCS 120/2.06(a) et.seq. (Open Meetings Act) requires the verbatim recording of all Closed Sessions of the Board of Trustees. This law became effective January 1, 2005, and Triton has been compliant since October of 2003. Verbatim records may be destroyed after 18 months if: (1) the public body approves destruction of a particular recording; and (2) the public body approves minutes of the closed meeting session, 5 ILCS 120/2.06(c). Triton has complied with all obligations of the law.

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