Regular Meeting of the
Board of Trustees

Agenda

January 27, 2015

I. CALL TO ORDER 6:30 p.m. on Tuesday, January 27, 2015

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF BOARD MINUTES – VOLUME LI
   Minutes of Regular Meeting of December 16, 2014, No. 10
   Minutes of Board Retreat of December 16, 2014, No. 11

V. COMMENTS ON THIS AGENDA (not reports)

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
      15481 Award of Contract for FY 15
      15482 Fee Waiver for the Cook County Clerk’s Office
      15483 Fee Waiver for the Village of Berkeley Community Roundtable-PULLED
      15484 Amended FY 15 Agreement with Broadway Electric
      15485 Amended FY 15 Agreement with Mas Plumbing
15486  Orange Crush Parking Lot Renovations – Phase 2, Bid Package #4, Change Order #1
15487  AT&T Rate Agreement for Telephone/Data Service
15488  Redrock Software License Agreement
15489  Affiliation Agreement with Little Company of Mary Hospital and Health Care Centers, Inc.
15490  Memorandum of Agreement with the Loyola University Medical Center
15491  Educational Affiliation Agreement with Advocate Health and Hospitals Corporation D/B/A Advocate Medical Group
15492  Patient Resource Volunteer Agreement with the American Cancer Society, Inc.
15493  Contract with Rosemont Catering for 50th Anniversary Gala
15494  Out-of-Radius Travel Requests

B. Purchasing Schedules

C. Bills and Invoices

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

E. Human Resources Report

XIV. COMMUNICATIONS – INFORMATION
A. Human Resources Information Materials
B. Informational Material

XV. ADJOURNMENT
CALL TO ORDER/ROLL CALL
Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:54 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Ms. Alexis Gonzalez, Ms. Vanessa Moritz, Ms. Donna Peluso,
         Mrs. Elizabeth Potter, Mr. Glenn Stam, Mr. Mark Stephens, Ms. Diane Viverito.

Absent: Mr. Glover Johnson.

Mr. Stephens noted that Trustee Johnson was unexpectedly called to work and cannot attend via phone because he is on a plane right now.

APPROVAL OF BOARD MINUTES
Mr. Stam made a motion, seconded by Ms. Moritz, to approve the minutes of the Committee of the Whole – Audit Committee of November 18, 2014, and the Regular Board Meeting of November 18, 2014. Voice vote carried the motion 6-0 with Trustee Viverito abstaining and the Student Trustee voting yes.

COMMENTS ON THIS AGENDA
None.

CITIZEN PARTICIPATION
Ashley Knight from the National Association of Student Personnel Administrators announced to the Board that Dr. Quincy Martin, AVP of Student Services, has been recognized by NASPA with their Region IV-East Outstanding Community College Professional Award. Dr. Knight remarked that Dr. Martin has shown demonstrated leadership and commitment in student affairs and been actively involved with the NASPA organization. In addition, Dr. Martin is a finalist for a national award.

REPORTS/ANNOUNCEMENTS – Employee Groups
Faculty Association President Stu Sikora wished happy holidays to everyone.

Mid-Management Association President John Cadero wished the Board happy holidays

Adjunct Faculty Association President Bill Justiz reported that adjunct Michael Kazanjian donated a TV he won back to the Foundation to raffle off. He wished everyone happy holidays.

STUDENT SENATE REPORT
Student Trustee Alexis Gonzalez reported that TCSA has concluded planning the Town Hall meeting logistics for next semester. In addition, students have selected their topic for outreach in February, which will be creating a greater awareness of mental illnesses among college students. Ms. Gonzalez wished Triton College and the Board of Trustees a happy holiday.
BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs
Ms. Viverito reported that the committee met earlier this month and is in support of the action exhibits on the Board agenda that pertain to academic and student areas.

Finance/Maintenance & Operations
Ms. Peluso reported that the committee met, discussed, and recommended all of the action items to the Board of Trustees for approval.

ADMINISTRATIVE REPORT
Chairman Stephens reviewed a history of the $53 million bond issue, including the community meetings, Board meetings, special meetings, and email gathering of campus-wide input into the projects to be accomplished with the bond revenue. He stressed the importance of hearing from all interested and impacted parties as plans were made, and then introduced the final presentation on the Bond Projects.

Vice President of Business Services Sean Sullivan also discussed the bond issue history, highlighting the second highest rating received from Moody’s for the college’s bond sale, the fact that no increase to local property taxes is anticipated in connection with the bond sale or projects, and that projects need to be completed over a three year time period.

Mr. Sullivan presented and discussed the following projects: A Building entrance with ADA ramp, A Building exterior, A Building second floor interior including Adult Ed, Auditorium, Bakery, Cafeteria, Bistro, Cernan Center, Cox Auditorium, Science labs, Child Care Center, Architecture department move, Athletic facilities, Engineering Technology program expansion, adult-friendly classroom furniture, enhanced student spaces, greenhouses, B Building first floor, B Building second floor including Veterans Resource Center, T Building soffit and façade, walking path, and window replacements at entrances.

Mr. Stephens emphasized the importance of communication with areas affected by projects, and encouraged employees to get involved and let the planners know of their needs. Ms. Gonzalez reiterated her continuing concern about decreased participation in Student Life if it is moved upstairs. Mr. Sullivan explained that there will still be a Student Affairs kiosk on the first floor to create engagement, and he stressed the need for Student Life to be on the second floor to bring it to life as the hub of student activity.

PRESIDENT’S REPORT
President Patricia Granados read a statement about her experiences at Triton College, serving our students and community since 1984, and thanked the Board and everyone who supported her and believed in her. She reminded everyone that student success is priority one, and wished the best to Interim President Moore as she steps in.
CHAIRMAN’S REPORT
Chairman Mark Stephens commented on the success of both the President’s Reception and the Holiday party. He thanked everyone for their support while his mother was sick, and wished everyone a wonderful holiday.

Ms. Viverito read a resolution, sponsored by Pete Silvestri and endorsed by the entire Cook County Board and its President Toni Preckwinkle, praising Dr. Granados for her many years of service to the students and Triton College community. The entire room honored Dr. Granados with a standing ovation.

Mr. Stephens acknowledged the passing of a good friend of Triton College, Illinois State Comptroller Judy Baar Topinka.

NEW BUSINESS

ACTION EXHIBITS
With leave of the Board, the Tax Levy Action Exhibit was moved to the front of the action exhibits.

15471 2014 Tax Levy
Mr. Stephens asked if the college has determined the estimated amount to be raised by taxation. Vice President of Business Services Sean Sullivan replied as follows. In accordance with the FY 2015 Budget approved by the Board of Trustees in September, the college has determined that the estimated amount of money to be raised by taxation, prior to the county extension and exclusive of election costs for tax year 2014, is $24,844,677. The proposed 2014 tax levy represents a 0% increase by the Board of Trustees over the 2013 extended aggregate tax levy. The proposed aggregate levy of $24,844,677 is $6,043 less than the 2013 final aggregate levy of $24,850,720. The proposed flat levy, plus the county extension, will provide the college with a portion of the financial resources necessary to support the educational plan for the current fiscal year as presented in the FY 2015 Budget as approved by the Board of Trustees in September of 2014. Chairman Stephens stated that the Board of Trustees hereby accepts the proposed 2014 tax levy, subject to the Cook County extension and as presented without increase by the Board over the 2013 extended levy, subject to approval during this meeting.

Ms. Peluso made a motion to approve the 2014 Tax Levy, seconded by Mrs. Potter. Voice vote carried the motion unanimously.

With no objection from the Board, Mr. Stephens asked for the remaining Action Exhibits to be taken as a group, including:

15470 Budget Transfers
15472 Certification of Compliance with Truth in Taxation Act
15473 Ektron Website Software Maintenance Renewal
15474 Reinsurance for the College Health Plan
15475 PPO Health Insurance Plan Eligibility Provision Change
15476 Memorandum of Agreement with the Cook County Health and Hospital System
15477 Purchase of ACT Assessments for Placement and Job Skills Assessment  
15478 College Curriculum Committee Recommendations  
15479 Out-of-Radius Travel Requests  
15480 Revised Cost for BoardVantage, Inc. Agreement  

Ms. Peluso made a motion to approve the Action Exhibits, seconded by Ms. Moritz. Voice vote carried the motion unanimously.

PURCHASING SCHEDULES  
B37.09 Leadership Monument Project  
B37.10 Districtwide Schedule of Classes – Summer 2015  

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

BILLS AND INVOICES  
Mr. Stam made a motion, seconded by Ms. Peluso, to pay the Bills and Invoices in the amount of $3,049,563.05.

Roll Call Vote:  
Affirmative: Ms. Gonzalez, Ms. Moritz, Ms. Peluso, Mrs. Potter, Mr. Stam, Mr. Stephens, Ms. Viverito.  
Absent: Mr. Johnson.  

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

CLOSED SESSION  
Ms. Peluso 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 Mrs. Potter.

Roll Call Vote:  
Affirmative: Ms. Gonzalez, Ms. Moritz, Ms. Peluso, Mrs. Potter, Mr. Stam, Mr. Stephens, Ms. Viverito.  
Absent: Mr. Johnson.  

Motion carried 6-0 with the Student Trustee voting yes. Chairman Stephens wished everyone a Merry Christmas, and the Board went into Closed Session at 8:25 p.m.

RETURN TO OPEN SESSION  
Mr. Stam made a motion to return to Open Session, seconded by Ms. Peluso.

Roll Call Vote:  
Affirmative: Ms. Gonzalez, Ms. Moritz, Ms. Peluso, Mrs. Potter, Mr. Stam, Mr. Stephens, Ms. Viverito.  
Absent: Mr. Johnson.
Motion carried 6-0 with the Student Trustee voting yes. The Board returned to Open Session at 8:46 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty
Ms. Peluso made a motion, seconded by Ms. Viverito, to approve page 1 of the Human Resources Report, items 1.1.01 through 1.2.02. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty
No action on page 2 of the Human Resources Report.

3.0 Administration
Ms. Peluso made a motion, seconded by Ms. Viverito, to approve page 3 of the Human Resources Report, items 3.1.01 through 3.1.04. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers
Ms. Peluso made a motion, seconded by Mrs. Potter, to approve pages 4 and 5 of the Human Resources Report, items 4.1.01 through 4.4.02. Voice vote carried the motion unanimously.

5.0 Mid-Management
Ms. Peluso made a motion, seconded by Ms. Viverito, to approve pages 6 and 7 of the Human Resources Report, items 5.1.01 through 5.3.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees
Ms. Peluso made a motion, seconded by Ms. Viverito, to approve pages 8 through 10 of the Human Resources Report, items 6.1.01 through 6.4.01. Voice vote carried the motion unanimously.

7.0 Other
Ms. Viverito made a motion, seconded by Mrs. Potter, to approve page 11 of the Human Resources Report, item 7.1.01. Voice vote carried the motion unanimously.

ADJOURNMENT
A motion was made by Mrs. Potter to adjourn the meeting, seconded by Ms. Viverito. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 8:48 p.m.

Submitted by: Mark R. Stephens  
Board Chairman  
Diane Viverito  
Board Secretary

Susan Page, Recording Secretary
CALL TO ORDER/ROLL CALL
Chairman Mark Stephens called the Board Retreat to order in the Boardroom at 8:53 p.m.
Following the Pledge of Allegiance, roll call was taken.

Present:  Ms. Alexis Gonzalez, Ms. Vanessa Moritz, Ms. Donna Peluso,
Mrs. Elizabeth Potter, Mr. Glenn Stam, Mr. Mark Stephens, Ms. Diane Viverito.

Absent: Mr. Glover Johnson.

COMMENTS ON THIS AGENDA
None.

CITIZEN PARTICIPATION
None.

TRANSITION OF LEADERSHIP
Mr. Stephens introduced Mike Monaghan, Executive Director of the Illinois Community College Trustees Association, who led the Board in the following discussion about transition of leadership. Trustees discussed the following qualities of character as beneficial in a president: candor and honesty with the Board, professional behavior, a very good work ethic, ability to balance personal and professional life, not having a personal agenda, a focus on student success, and being strong and a little thick-skinned. While this transition did not go as expected, Chairman Stephens assured that the Board would not have taken a unanimous vote to appoint Mary-Rita Moore as Interim President if they didn’t believe she would be successful in the role.

Mr. Monaghan asked what type of process this Board would like to follow as it looks for a new leader. Mr. Stephens discussed the outside advertising that has already taken place and the resumes that came forward, noting there were few qualified and all were from outside of the State of Illinois. With the current issues facing the college, there is a strong feeling toward filling the position in-house, and while the original plan did not come to fruition, the appointment of Ms. Moore was not done with the idea that there would be a search in three months. The Board wants her to succeed and lead Triton College. The Chairman stated that if there was a situation where the college needed to find a president from the outside, community leaders, employee groups, partnering high schools and groups like the League of Women Voters would be involved.

Mr. Monaghan suggested that the new president should be able to address issues that are of concern to Trustees. Ms. Peluso indicated enrollment as such an issue, stating that the college isn’t reaching everyone it could, and needs to reach out to certain populations so they understand that coming to this institution would enable them to have a completely different life. She thinks about the college in context of the growth of the community. Mr. Monaghan prompted the Trustees to identify what groups the President needs to work with toward this
end, with the following responses: internal groups such as the various employee groups, high schools and all of the school districts, and community groups.

Another issue of concern to Trustees is internal conflict; things that take the focus off the mission of the institution. The Board stated their expectation of the President to lead by listening, engaging, and overcoming, and to always keep the Board informed.

Chairman Stephens thanked Mr. Monaghan for leading this discussion, and asked if he would be available in March for the Board evaluation. He would also like to speak with Mr. Monaghan about his assistance with Board Policies.

ADJOURNMENT
A motion was made by Ms. Viverito to adjourn the meeting, seconded by Ms. Peluso. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 9:18 p.m.

Submitted by: Mark R. Stephens        Diane Viverito
        Board Chairman                  Board Secretary

Susan Page
Susan Page, Recording Secretary
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.

Submitted to Board by: ____________________________ Sean Sullivan
(Vice President) Sean O’Brien Sullivan

Board Officers’ Signatures Required:

_________________________  ____________________________  ___________
Mark R. Stephens          Diane Viverito             Date
Chairman                   Secretary

Related forms requiring signature: Yes____ No____ X____
PROPOSED BUDGET TRANSFERS - FY 2015
FOR THE PERIOD 12/1/14 to 12/31/14

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TOTAL EDUCATION FUND $67,375.00

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TOTAL AUXILIARY FUND $2,100.00

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TOTAL RESTRICTED FUND $16,992.07

TOTAL PROPOSED BUDGET TRANSFERS $86,467.07
This request is a:
X Budget Transfer  

Expense reimbursement/ Correction of a prior charge

Object code description
NUR-Part-time Faculty
( Contracts )

NUR-Publications & Dues

Dollar amount $ 4,718.00

Account budget to be reduced # 01-10400510-510300010

Account budget to be increased # 01-10400510-540600005

Description triplet
Funds are needed to cover recently contracted renewal fees for HealthStream, Inc used in the Nursing Program, to cover the Annual period of service 6/1/14-5/31/15. The cost of the contract renewal for the year is 4,718.00. Renewal services were not budgeted for FY2014, there is money available in the part-time faculty contracts budget needed for the balance of the renewal fees. There is enough funding in the Part-Time Faculty Contracts object code to offset the additional expense. Money will not be needed in Part-Time Faculty because there were sufficient funds in that account to cover anticipated needs thru the end of the fiscal year.

Authorization

Date 11/5/2014

Authorization

Date 10/15/14

Buenaventura

BUSINESS OFFICE USE ONLY

Date entered: B1575 5 12/18/14

Bus. Office entry by:
This request is a: (please check one)  
X Budget Transfer

Dollar amount $550.00

Account budget to be reduced # 01-10400510-540100210  
(Instructional supplies)

Account budget to be increased # 01-10400510-530900010  
(Other contractual services)

Description Trf- Funds are needed to cover independent contractor agreement for David Child, for formatting Self-Study report for ACEN. Services were not budgeted for FY2014. The cost of the independent contractor agreement is $550.00. There is sufficient funds in Instructional supplies to cover the expense. More money was allocated for Instructional supplies than originally anticipated there will be enough monies to cover remainder of the fiscal year.

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)

Authorization

Date 12/10/14

BUSINESS OFFICE USE ONLY

Date entered: B1578 DS 12/22/14 11:5:03
Bus. Office entry by: W12419

Copy

Page 13/150
This request is a:  
X Budget Transfer  

Dollar amount $7,200.00

Account budget to be reduced # 01-20801020-580600005  
DEAN B & T - EQUIPMENT-COMPUTERS>5K

Account budget to be increased # 01-20801020-540901005  
DEAN B & T - EQUIPMENT NONCAPITALIZED (COMPUTER)

Description Trf-  
Please transfer $7,200.00 from 01-20801020-580500010, Dean B & T Equipment Computers >5k into 01-20801020-540901005 Dean B & T – Equipment - Noncapitalized (Computer).  
Funds were originally allocated in Dean B & T Equipment Computers >5K however to purchase the computer software, these funds need to be moved to this cost center. There are enough funds in Equipment Computer >5k to purchase computer equipment for the fiscal year.

Transfer is within grant guidelines.

Authorization

Date 11/25/14

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)

BUSINESS OFFICE USE ONLY

Date entered: 12/8/14  
Bus. Office entry by:  

Canary Copy-Requisitioner
This request is a: X Budget Transfer

Dollar amount $ 400.00

Account budget to be reduced # 01-30200510-550100005 (CS-Meeting Expenses )

Account budget to be increased # 01-30200510-540100110 (CS-Office Supplies )

Description Trf- This budget transfer requests to move funds within the cost center to cover additional office toner costs and supplies for presentations, employer visit flyers, and other events for the spring semester. Sufficient funds remain in 01-30200510-550100005 to cover additional expenses that may occur.

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)

Signature: R. Seahawks Williams
Date: 12/5/14

Authorization

Date entered: 12/3/14
Bus. Office entry by:
This request is a:
(please check one)

X Budget Transfer

Dollar amount $ 30,385

Expense reimbursement/
Correction of a prior charge
Object code description

Account budget to be reduced # 01-80100515-580600005 (Master Plan Equipment >5K
Account budget to be increased # 01-20400510-540901005 (Computer Equipment <5K

Description Trf- Instructional equipment costing less than $5000 is needed, so funds need to be transferred from MP equipment greater than $5000 to instructional computer equipment less than $5000.

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)

Authorization Cheryl Auverich 12/17/19

Date

BUSINESS OFFICE USE ONLY

Date entered: B1582 DS 12/23/19 11:08

Bus. Office entry by:

Canary Copy-Requisitioner

Page 16/150
This request is a:  
(please check one)  

X Budget Transfer  

Dollar amount $4000

Expense reimbursement/  
Correction of a prior charge  
Object code description  
President's Office-Other  
(Contractual Services)  
President's Office-  
(Meeting Expense)

Account budget to be reduced # 01-80101010-530900010

Account budget to be increased # 01-80101010-550100005

Description Trf-  
Additional funds are needed to cover expenses related to newly scheduled meetings and  
events. There are no current needs that fall in the Other Contractual Services category so that  
account is able to be reduced.

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the  
money will no longer be needed in the budget category it is being transferred from also must be explained. Budget  
transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by  
Board action.)

Authorization  

Date 1/4/15

BUSINESS OFFICE USE ONLY  

Date entered: B1605 DS 1/7/15  1/1/15

Canary Copy-Requisitioner
This request is a:
(please check one)

X Budget Transfer

Dollar amount $ 4000

Account budget to be reduced # 01-80101010-5309000010

Object code description
President's Office-Other
Contractual Services

Account budget to be increased # 01-80101010-550300005

President's Office - Travel
Out of State

Description Trf-
Additional funds are needed to cover the President's travel to out of state conferences that weren't originally scheduled. There are no current needs that fall in the Other Contractual Services category so that account is able to be reduced.

Authorization

Date 1/4/15

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)

Date entered: B11104 DS 1/7/15

Business Office entry by:
This request is a:
(please check one)

X Budget Transfer

Dollar amount $2000

Account budget to be reduced # 01-80101010-590900000

Account budget to be increased # 01-80101010-540100110

Description Trf-

Additional funds are needed in Office Supplies due to some changes and increases in the Office of the President staffing. There are no current needs that fall in the Other Expenditures category so that account is able to be reduced.

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)

Authorization

Date 1/6/15

BUSINESS OFFICE USE ONLY

Date entered: 1/6/15 11:05

Canary Copy-Requisitioner
This request is a:

(please check one)

X Budget Transfer

Dollar amount $1,390

Account budget to be reduced # 01-80101010-590900000

Account budget to be increased # 01-80500510-540400005

Description: Additional funds are needed to pay the BoardVantage software bill for this year, as additional licenses have been purchased for expanded communication through the software. There are no current needs that fall in the Other Expenditures category so that account is able to be reduced.

Authorization: [Signature] 1/6/15

Date: 1/6/15

Business Office Use Only

Date entered: B1603 D3 1/7/15 1:05

Bus. Office entry by: [Signature]
This request is a: X Budget Transfer

Dollar amount $ 500.00

Account budget to be reduced # 01-80101025-550100005 (Meeting Expense)
Account budget to be increased # 01-80101025-540600005 (Publication & Dues)

Description Trf- Transfer amount from Alumni Meeting Expense line to Publications & Dues line. The transfer is for community organization dues.

Funds are available in Meeting Expense line due to less than anticipated expenditures for the fiscal year.

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)

Authorization:

Date 12/1/14 2 Dec 2014

BUSINESS OFFICE USE ONLY

Date entered: B1558 DS 12/8/14
Bus. Office entry by:
This request is a:  
(Budget Transfer)  

Dollar amount: $21,875.00  

Account budget to be reduced #: 01-80600510-530900010  
(Community Outreach)  

Account budget to be increased #: 01-30200505-540901005  
(TC-Equipment, non-capital)  

Description of transfer: Priority arose to expand and enhance the Testing Center to accommodate Adult Education testing; therefore, additional equipment is needed to account for the increase in testing. The estimated cost of testing equipment needs is $27,598.06, $21,875 of which for laptops. These funds are needed in the Testing Center equipment budget line as this was not anticipated during budgeting. The Community Outreach budget has $150,000 available and it is estimated that the entirety of these funds will not be needed for the balance of the fiscal year.

Authorization  

Date: 12/16/14

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)
This request is a:
(please check one)

X Budget Transfer

Dollar amount $5,322

Account budget to be reduced # 01_20100510_510400005 (Mid Management Salary)

Account budget to be increased # 01-80600525-510900010 (Salary Lapse)

Description Trf-
Salary Lapse for the position of Director, Library Systems & Technology Services, period 12/1/14 – 12/31/14

Submitted by Jennifer Daciolas

(Please be specific—money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)

Authorization

Date 1/5/15 1/5/16

BUSINESS OFFICE USE ONLY

Date entered: B1597 05 17/15 17:59:31
Bus. Office entry by:

Canary Copy-Requisitioner
This request is a:  
(please check one)  

X Budget Transfer  

Expense reimbursement/ 
Correction of a prior charge  

Object code description  

Dollar amount $ 5,128  

Account budget to be reduced #: 01-20400530-530900010  
(Administrative Salary)  

Account budget to be increased #: 01-80600525-510900010  
(Salary Lapse)  

Description Trf-  
Salary Lapse for the position of Academic Program Developer, period 12/1/14 – 12/31/14  

Submitted by Jennifer Daciolas  

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)  

Authorization:  

Date: 1/5/15 1/6/15  

BUSINESS OFFICE USE ONLY  

Date entered: B1595 DS 1/7/15  

Bus. Office entry by:  

Canary Copy-Requisitioner
This request is a:
(please check one)

X Budget Transfer

$4,349

Account budget to be reduced # 01-30100510-510200005 (Mid Management Salary)

Account budget to be increased # 01-80600525-510990010 (Salary Lapse)

Description Trf-
Salary Lapse for the position of Coordinator, Call Center, period 12/1/14 – 12/31/14

Submitted by Jennifer Daciolas

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)

Authorization

Date

1/5/15 1/6/15

BUSINESS OFFICE USE ONLY

Date entered: 3/15/15 5:00
Bus. Office entry by:
This request is a:  
(please check one)  

X  Budget Transfer  

Dollar amount $ 3,076  

Account budget to be reduced # 01-30100510-510600005  
(Classified Salary)  

Account budget to be increased # 01-80600525-510900010  
(Salary Lapse)  

Description Trf-  
Salary lapse for the position of Coordinator, Admissions & Records, period 12/1/14 - 12/31/14  

Submitted by Jennifer Daciolas  

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)  

Authorization  

Date  

1/5/15  1/7/15  

BUSINESS OFFICE USE ONLY  

Date entered:  

Bus. Office entry by:  

Canary Copy-Requisitioner
This request is a:
(please check one)

X Budget Transfer

Dollar amount $2,867

Account budget to be reduced # 01-30200535-510600005 (Classified Salary)

Account budget to be increased # 01-80600525-510900010 (Salary Lapse)

Description Trf-
Salary Lapse for the position of Coordinator, Welcome Center, period 12/1/14 – 12/31/14

Submitted by Jennifer Daciolas

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)

Authorization

Date 1/6/15

BUSINESS OFFICE USE ONLY

Date entered: B1600 DS 1/7/15 9:30 AM 8:00

Bus. Office entry by:
This request is a:  
(please check one)  

X Budget Transfer  

Dollar amount $ 2000.00  

Account budget to be reduced # 05-60400505-510900000  

Account budget to be increased # 05-60400505-530900010  

Description Trf-  
Money needed in Athletic other contractual to pay for women’s basketball officials and game help as we move into the new year  

Athletic Other Salaries has $8,500.00 to pay this increased expense.  

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)
This request is a: 

(please check one) 

X Budget Transfer  Expense reimbursement/ Correction of a prior charge 

Object code description

Dollar amount $ 100.00

Account budget to be reduced # 05-60401025-550200005 (Volleyball In-State)

Account budget to be increased # 05-60400505-540600005 (Athletics Publications & Dues)

Description Trf- Money needed in Athletic Publications and Dues to cover cost of basketball coaches convention in Indianapolis, IN in April 2015

The volleyball season has concluded and these funds are no longer needed in

This line item.

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)

Authorization

Date

12/16/14

12/16/14

BUSINESS OFFICE USE ONLY

Date entered: 12/18/14

Bus. Office entry by: 12/16/14
This request is a:  
(please check one)  
X  Budget Transfer  
Expense reimbursement/Correction of a prior charge  
Object code description

Dollar amount $  
$10,000

Account budget to be reduced #  
06-10105050-580600005  
(Equipment-)

Account budget to be increased #  
06-10105050-540900505  
(Equipment Instructional)

Description Trf-  
Transfer Perkins 06-10105050-580600005 $10,000 to Perkins Equipment Instructional 06-10105050-540900505

Reason VIC will not make a purchase of equipment of more than $5,000 this year.

Authorization

Date  
12/4/14
12/5/14

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)

BUSINESS OFFICE USE ONLY

Date entered:  
B1576 DS 12/8/14

Bus. Office entry by:  
2/14/14

Canary Copy-Requisitioner  

Page 30/150
This request is a:  
Budget Transfer

Dollar amount $5,000.00

Account budget to be reduced # 06-10405003-530900010 (Perkins-Other Contr. Service)

Account budget to be increased # 06-10405003-540100210 (Perkins-Instructional Supply)

Description Trf: The Perkins funds were placed in the Other Contractual Services line and the remaining Funds are needed to provide other Instructional Supplies for Fire Science Program. Fewer funds are needed In Other Contractual Services account than originally anticipated.

This transfer is in keeping with current Perkins grant guidelines.

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)

Authorization: [Signature]

Date: 12/11/14

BUSINESS OFFICE USE ONLY

Date entered: B1570 DS 12/11/14

Bus. Office entry by: @ 12/15/14
This request is a:  
(please check one)  

x  
Budget Transfer  

Expense reimbursement/Correction of a prior charge
Object code description

Dollar amount $  

$0.86

Account budget to be reduced #  
06-20905010-540100210

Instructional Supplies

Account budget to be increased #  
06-20905010-550100005

Meeting Expense

Description  

Less funds are needed for Instructional Supplies than anticipated when the NSF grant was written. These funds will not be needed for the rest of the year.

The funds are needed in Meeting Expense. We’d like to use these funds to help pay for food for the high school teachers who participate in our Urban Agriculture Workshop Series.

These changes have been approved by Hal Richtol our NSF Program Advisor.

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)

Authorization

Date  

12/19/11

12/16/14

BUSINESS OFFICE USE ONLY

Date entered:  

B1587  DS 12/23/14

Bus. Office entry by:  

12/23/14
This request is a: Budget Transfer

Dollar amount $200

Account budget to be reduced # 06-20905010-540700005

Account budget to be increased # 06-20905010-550100005

Description Tr

Less funds are needed for Advertising than previously anticipated. These funds will not be needed for the rest of the year.

The funds are needed in Meeting Expense. We’d like to use these funds to help pay for food for the high school teachers who participate in our Urban Agriculture Workshop Series.

These changes have been approved by Hal Richtol our NSF Program Advisor.

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)

Authorization

Date 12/15/14

BUSINESS OFFICE USE ONLY

Date entered: B1581 DS 12/23/14

Bus. Office entry by:
This request is a: x Budget Transfer

Dollar amount $ 341.13

Account budget to be reduced # 06-20905010-540900505

Account budget to be increased # 06-20905010-550100005

Description Tr: Less funds are needed for Materials & Supplies than anticipated when the NSF grant was written. These funds will not be needed for the rest of the year.

The funds are needed in Meeting Expense. We’d like to use these funds to help pay for food for the high school teachers who participate in our Urban Agriculture Workshop Series. These changes have been approved by Hal Richtol our NSF Program Advisor.

(Please be specific and very explanatory as to the reason for the above transfer/reimbursement. The reason the money will no longer be needed in the budget category it is being transferred from also must be explained. Budget transfers, if needed, will be submitted monthly for Board action. Funds are not available for use until approved by Board action.)

Authorization

Date 12/15/14 12/14/14

BUSINESS OFFICE USE ONLY

Date entered: B1586 DS 12/23/14

Bus. Office entry by: 12/15/14

Canary Copy-Requisitioner
SUBJECT: FEE WAIVER FOR THE COOK COUNTY CLERK’S OFFICE

RECOMMENDATION: That the Board of Trustees approve an agreement with the Cook County Clerk’s office to utilize Triton College facilities on April 7, 2015 and March 15, 2016 and November 8, 2016 between 4:00 a.m. and 12:00 midnight for judges of the election to submit returns. The County will pay the College $350 per date for the use of facilities to cover maintenance, setup and cleanup. The total value of the facility fee waiver is estimated at $2,550 per date.

RATIONALE: Triton College has developed intergovernmental relationships with Cook County and this usage maintains intergovernmental relations and provides services to the local communities.

Submitted to Board by: ___________________________ Sean Sullivan
(Vice President) Sean O’Brien Sullivan

Board Officers’ Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes ____  No ____ X
SUBJECT: FEE WAIVER FOR THE VILLAGE OF BERKELEY COMMUNITY ROUNDTABLE

RECOMMENDATION: That the Board of Trustees approve the use of Triton facilities for the Village of Berkeley Roundtable Discussion on April 13, 2015, and waive room rental and set up charges of approximately $500 for the use of B-203/204/210 from 6:30 – 8:30 p.m.

RATIONALE: The Village of Berkeley is part of the Triton College district and holds this Roundtable Discussion semi-annually, with representatives from a wide range of community organizations, elected officials, and service agencies, including Triton College.

Submitted to Board by: Mary-Rita Moore
Mary-Rita Moore, Interim President

Board Officers’ Signatures Required:

Mark R. Stephens  Diane Viverito  Date
Chairman  Secretary

Related forms requiring Board signature: Yes ☐  No ☒
SUBJECT: AMENDED FY15 AGREEMENT WITH BROADWAY ELECTRIC

RECOMMENDATION: That the Board of Trustees authorize an increase in the annual spending authorization with Broadway Electric for electrician services on FY15 campus related projects as an Amendment to the Master Service Agreement currently in place. Requested additional amount is $350,000 to be used for regular day-to-day electrical maintenance, repair work, emergency electrical repairs, and electrical components of large scale projects.

RATIONALE: Broadway Electric was awarded the campus Electrician Services Contract under Purchasing Schedule B33.03 for the annual base amount of $340,000 and was approved by the Board of Trustees on July 20, 2010. Authorization of a $350,000 increase to the FY15 spending limit from $340,000 to $690,000 following the existing approved cost and compensation schedule, shall be used for maintenance, construction projects, as well as regular day-to-day electric and campus-wide data wiring work.

Submitted to Board by: ________________________  Sean Sullivan  
(Vice President) Sean O’Brien Sullivan

Board Officers’ Signatures Required:

_________________________________________  ____________________________________  
Mark R. Stephens  Diane Viverito  Date
Chairman  Secretary

Related forms requiring signature: Yes _____  No _____ X _____
To date, in FY15, the College has issued purchase orders totaling $340,000 with Broadway Electric on campus related projects as listed separately. Utilization of outside contractors has proven more cost effective for the College over maintaining full-time licensed personnel. Due to the size and multitude of simultaneous projects, the College would have had to employ a minimum of 6 full time electricians at a higher hourly rate in order to manage the necessary timelines thus costing the College in excess of $700,000.

<table>
<thead>
<tr>
<th>PO#</th>
<th>PO Amount</th>
<th>Description</th>
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<tbody>
<tr>
<td>B1625</td>
<td>$45,062.24</td>
<td>General Maintenance Purchase Order</td>
</tr>
<tr>
<td>B1795</td>
<td>$229,937.76</td>
<td>General Maintenance Purchase Order</td>
</tr>
<tr>
<td>B2023</td>
<td>$27,648.00</td>
<td>Grant Funded ADA Door Operator Installation Project</td>
</tr>
<tr>
<td>Pending</td>
<td>$37,352.00</td>
<td>General Maintenance Purchase Order</td>
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<td>$340,000.00</td>
<td>General Maintenance Purchase Orders include the following items:</td>
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<td>• Wall of Fame electrical construction</td>
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<td></td>
<td>• Mechanical commissioning of H building</td>
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<td></td>
<td></td>
<td>• East campus renovations</td>
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<td>• F building east and west lobbies lighting and ceiling renovations</td>
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<td>• Electrical demolition and repairs associated with Campus Carpet Replacement Project Phases 1 &amp; 2</td>
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<td>• Parking Lot Renovations Phase 2 underground locating and rerouting</td>
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<td>• Fire alarm system maintenance</td>
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<td>• Nuevos Horizontes electrical disconnects for relocation to A building</td>
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<td>• Elevator Modernization Project electrical repairs</td>
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<tr>
<td></td>
<td></td>
<td>• Replacement of damaged natural gas line between buildings N and O</td>
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<td></td>
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<td>• Emergency phone/call station component repairs</td>
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<td>• Library renovation electrical repairs</td>
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<td></td>
<td></td>
<td>• Daily maintenance of power and low voltage electrical systems, lighting controls, wiring, and fixtures</td>
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</tbody>
</table>
To date, in FY15, the College has issued purchase orders totaling $340,000 with Broadway Electric on campus related projects as listed separately. Utilization of outside contractors has proven more cost effective for the College over maintaining full-time licensed personnel. Due to the size and multitude of simultaneous projects, the College would have had to employ a minimum of 6 full time electricians at a higher hourly rate in order to manage the necessary timelines thus costing the College in excess of $700,000.

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<td>$340,000.00</td>
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</table>

General Maintenance Purchase Orders include the following items:

- Wall of Fame electrical construction
- Mechanical commissioning of H building
- East campus renovations
- F building east and west lobbies lighting and ceiling renovations
- Electrical demolition and repairs associated with Campus Carpet Replacement Project Phases 1 & 2
- Parking Lot Renovations Phase 2 underground locating and rerouting
- Fire alarm system maintenance
- Nuevos Horizontes electrical disconnects for relocation to A building
- Elevator Modernization Project electrical repairs
- Replacement of damaged natural gas line between buildings N and O
- Emergency phone/call station component repairs
- Library renovation electrical repairs
- Daily maintenance of power and low voltage electrical systems, lighting controls, wiring, and fixtures
SUBJECT: AMENDED FY15 AGREEMENT WITH MAS PLUMBING

RECOMMENDATION: That the Board of Trustees authorize an increase in the annual spending amount with MAS Plumbing for Plumbing Services on campus related projects as an amendment to the master service agreement currently in place. Requested additional amount of $125,000 to be used on regular day-to-day plumbing maintenance and repair work, emergency plumbing repairs, and plumbing components of large scale projects.

RATIONALE: MAS Plumbing was the awarded bidder of the $192,000 annual Plumbing Services contract, Purchasing Schedule B33.05, Board of Trustees approved July 20, 2010. Authorization of a $125,000.00 increase in the FY15 spending limit from $192,000.00 to $317,000.00 will be used for future maintenance and construction projects. To date, in FY15, the College has issued purchase orders totaling $192,000 with MAS Plumbing on campus related projects as listed separately. Utilization of outside contractors has proven more cost effective for the College over maintaining full-time licensed personnel. Due to the size and multitude of simultaneous projects, the College would have had to employ a minimum of 3 full time plumbers in order to manage the necessary timelines thus costing the College in excess of $600,000.

Submitted to Board by: Sean Sullivan
(Vice President) Sean O’Brien Sullivan

Board Officers’ Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes ______ No ______
Completed Projects

<table>
<thead>
<tr>
<th>PO#</th>
<th>PO Amount</th>
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<tbody>
<tr>
<td>B734</td>
<td>$160,000.00</td>
<td>General Maintenance Purchase Order</td>
</tr>
<tr>
<td>B865</td>
<td>$15,000.00</td>
<td>Physical Plant/Mechanical Equipment Plumbing Repairs</td>
</tr>
<tr>
<td>B970</td>
<td>$17,000.00</td>
<td>Grounds/Exterior Plumbing Repairs</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>$192,000.00</strong></td>
</tr>
</tbody>
</table>

General Maintenance includes the following items:
- Maintenance of chemical treatment system for cafeteria grease lines
- Replacement of waste and vent lines for G building urinals
- Replacement of tempering valves in R Building locker rooms 1 & 4
- Installation of chemical dispensers in custodial closets in all campus buildings
- Plumbing demolition and repairs associated with Campus Carpet Replacement Project Phases 1 & 2
- Cafeteria grease trap emptying and maintenance
- Replacement of worn out faucets, urinals, and toilets in multiple locations
- Mechanical suction of triple basins and catch basins in buildings O (vehicle maintenance) and T (auto labs)
- Installation of multiple bottle filling water coolers
- Daily maintenance of booster pumps, RPZs, and backflow preventers

Physical Plant/Mechanical Equipment Plumbing Repairs include the following items:
- Installation of new 2” RPZ and copper water lines to feed equipment in boiler room
- Replacement of 2.5” pump and circuit setters in G and E building penthouses

Grounds/Exterior Plumbing Repairs include the following items:
- Jetting of storm drain structures and lines
- Excavation and replacement of 2.5” ductal iron water main in mounds area
- Oversight of plumbing work throughout Parking Lot Renovations Project
- Replacement of 1.5” water meter and RPZ in central campus mounds
- Winterization of outdoor campus plumbing and irrigation systems
- Replacement of damaged natural gas line between buildings N and O
Completed Projects

<table>
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<th>PO#</th>
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</tr>
</thead>
<tbody>
<tr>
<td>B734</td>
<td>$160,000.00</td>
<td>General Maintenance Purchase Order</td>
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<tr>
<td>B865</td>
<td>$15,000.00</td>
<td>Physical plant/Mechanical Equipment Plumbing Repairs</td>
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<tr>
<td>B970</td>
<td>$17,000.00</td>
<td>Grounds/Exterior Plumbing Repairs</td>
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</tbody>
</table>

$192,000.00

General Maintenance includes the following items:
- Maintenance of chemical treatment system for cafeteria grease lines
- Replacement of waste and vent lines for G building urinals
- Replacement of tempering valves in R Building locker rooms 1 & 4
- Installation of chemical dispensers in custodial closets in all campus buildings
- Plumbing demolition and repairs associated with Campus Carpet Replacement Project Phases 1 & 2
- Cafeteria grease trap emptying and maintenance
- Replacement of worn out faucets, urinals, and toilets in multiple locations
- Mechanical suction of triple basins and catch basins in buildings O (vehicle maintenance) and T (auto labs)
- Installation of multiple bottle filling water coolers
- Daily maintenance of booster pumps, RPZs, and backflow preventers

Physical Plant/Mechanical Equipment Plumbing Repairs include the following items:
- Installation of new 2” RPZ and copper water lines to feed equipment in boiler room
- Replacement of 2.5” pump and circuit setters in G and E building penthouses

Grounds/Exterior Plumbing Repairs include the following items:
- Jetting of storm drain structures and lines
- Excavation and replacement of 2.5” ductal iron water main in mounds area
- Oversight of plumbing work throughout Parking Lot Renovations Project
- Replacement of 1.5” water meter and RPZ in central campus mounds
- Winterization of outdoor campus plumbing and irrigation systems
- Replacement of damaged natural gas line between buildings N and O
SUBJECT: ORANGE CRUSH PARKING LOT RENOVATIONS - PHASE 2, BID PACKAGE #4, CHANGE ORDER #1

RECOMMENDATION: That the Board of Trustees approve Change Order #1 totaling $38,096 for Orange Crush for additional work associated with Parking Lot Renovations - Phase 2, Bid Package #4.

RATIONALE: Orange Crush was awarded Parking Lot Renovations - Phase 2, Bid Package #4 by the Board of Trustees on February 18, 2014 (Purchasing Schedule B36.19). Change Order #1 work involves demolition of existing University Drive roadway, replacement of stone underlayment, placement of binder and top asphalt coat, and road striping. The repaved section of University Drive was strewn with pot holes and had become dangerous for vehicles and pedestrians. Additional cost of Change Order #1 is 5.7% of the original contract cost of $665,800.

Submitted to Board by: ___________________________ Sean Sullivan
(Vice President) Sean O’Brien Sullivan

Board Officers’ Signatures Required:

_________________________  ____________________________  __________________
Mark R. Stephens           Diane Viverito            Date
Chairman                   Secretary

Related forms requiring signature: Yes  X  No
# Subcontractor Change Order

## Triton College Parking Lot Improvements

**TO:** Orange Crush, LLC  
221 Center Street  
Hillside, IL 60162  
708.644.0440  

You are hereby directed to make the following changes in the Contract:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Barricade truck silt dump truck service truck</td>
<td>1.000</td>
<td>$38,096.00</td>
<td>$38,096.00</td>
</tr>
</tbody>
</table>

**Notes:**
2. This Change Order includes all materials, labor, equipment, supervision, insurances, overhead and profit.  
3. All terms and conditions of Orange Crush base contract agreement 07-4516-91 shall apply to the work of this change order.  
4. All on-site activities shall be coordinated through Craig Petto Wight Construction, Inc’s Project Manager 630.816.8120.

---

Not valid until signed by the Owner.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or contract time.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>The original Contract Sum was:</td>
<td>$665,800.00</td>
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<tr>
<td>Net change by previously authorized requests and changes:</td>
<td>$22,162.48</td>
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<tr>
<td>The Contract Sum prior to this Change Order was:</td>
<td>$687,962.48</td>
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<tr>
<td>The Contract Sum will be increased by this Change Order:</td>
<td>$38,096.00</td>
</tr>
<tr>
<td>The new Contract Sum including this Change Order will be:</td>
<td>$726,058.48</td>
</tr>
<tr>
<td>The Contract Time will not be changed.</td>
<td></td>
</tr>
</tbody>
</table>

The Date of Substantial Completion as of this Change Order therefore is: 

---

**Authorized:**  
**Owner:** Triton College  
200 Fifth Avenue  
River Grove, IL 60171  

By: [Signature]  
**Date:** January 27, 2015

**Contractor:** Orange Crush, LLC  
321 Center Street  
Hillside, IL 60162  

By: [Signature]  
**Date:** [Signature Date]
## CHANGE ORDER FORM

Triton College  
2000 FIFTH AVENUE  
RIVER GROVE, IL 60171-1995

**JOB #: 4003**  
**PROJECT:** PARKING LOT IMPROVEMENTS PROJECT - PHASE 2, BP #04  
**CHANGE ORDER #: 4X  
**DATE:** 8/25/2014  
**CONTRACT #: 8050124  
**CONTRACT DATE:** 2/7/2014  
**CONTRACT FOR:** Chicago Crush, L.L.C.  
**VENDOR #:** 805972

**YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THIS CONTRACT:**

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
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<td>16.00</td>
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<td>$240.00</td>
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<td>$2,625.00</td>
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<tr>
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<td>HR</td>
<td>64.00</td>
<td>$150.00</td>
<td>$9,600.00</td>
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<tr>
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<td>HR</td>
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<td>$140.00</td>
<td>$1,330.00</td>
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<tr>
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<td>$125.00</td>
<td>$1,062.50</td>
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<tr>
<td>7/22/2014</td>
<td>SERVICE TRUCK W/LABORER GT</td>
<td>HR</td>
<td>1.50</td>
<td>$125.00</td>
<td>$187.50</td>
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<tr>
<td>7/22/2014</td>
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<td>$1,200.00</td>
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<tr>
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<td>$1,175.00</td>
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<td>$187.50</td>
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<td>TN</td>
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<td>7/22/2014</td>
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<td>LO</td>
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**TOTAL AMOUNT OF ADDITIONS:** $34,006.00  
**TOTAL AMOUNT OF DELETIONS:** $  
**TOTAL AMOUNT OF CHANGE ORDERS:** $34,006.00

---

Original Contract Sum: $665,808.00  
Net Change By Previous Change Orders: $  
Contract Sum Prior To This Change Order Was: $665,808.00  
Contract Sum Will Be INCREASED: $34,006.00  
New Contract Sum, including this change order: $700,514.00

The Contract time will be (unchanged) by 0 days.

**CONTRACTORS ACCEPTANCE:**  
By:  
Title:  
Date:  

**OWNER'S APPROVAL:**  
Mark Stephens  
Board Chairman  
January 27, 2015

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## EXTRA WORK REPORT

WORK REPORTS ARE TO BE MADE OUT DAILY WHEN EXTRA WORK IS IN PROGRESS, AND MUST BE GIVEN TO AUTHORIZED REPRESENTATIVE NO LATER THAN THE FOLLOWING DAY.

### LABOR/PERSONNEL

<table>
<thead>
<tr>
<th>NAME</th>
<th>CLASSIFICATION</th>
<th>HRS</th>
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<tbody>
<tr>
<td>LABOR W/ 1802 SEN. TEL. W/1605</td>
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<td>9/2</td>
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<tr>
<td>OPERATOR W/ 1807 SEN. TEL. W/PONTIAT</td>
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<td>5</td>
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<tr>
<td>OPERATOR W/ 8152 ROLLER</td>
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<tr>
<td>OPERATOR W/ 8711 GRINDER</td>
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<td>OPERATOR W/ 8160 ANG.</td>
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<td>LABOR W/ 1877 WATER SEN. TEL.</td>
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<td>9/2</td>
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<td>LABOR W/ 1014 PICKUP SEN. TEL.</td>
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### EQUIPMENT USED

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### COMMENTS & NOTES

- Item 1: 7342, 9.2 HRS
- Item 2: 314, 9.4 HRS
- Item 3: 354, 10.7 HRS
- Item 4: 840, 9.2 HRS
- Item 5: 540, 8.1 HRS
- Item 6: 335, 9.5 HRS

### ACCEPTED

DATE: 8/27/14  
AUTHORIZED REPRESENTATIVE: [Signature]

### SUBMITTED

DATE: 8/22/14  
SUPERINTENDENT - ORANGE CRUSH LLC: [Signature]

ESTIMATING COPY

Page 46/150
<table>
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<tr>
<th>Category / Description</th>
<th>Straight Time</th>
<th>Overtime</th>
<th>Category / Description</th>
<th>Straight Time</th>
<th>Overtime</th>
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<td><strong>COMPACTORS:</strong></td>
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<td>Base Roller</td>
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<td><strong>DOZER:</strong></td>
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<tr>
<td>Cat D3 Rubber Pads</td>
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<td>$180.00</td>
<td>Asphalt Reclaimer</td>
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Footnotes are in addition to rental rates. Prices subject to fuel surcharges. Rental rates are subject to change without notice.
### Prices valid through June 30, 2014

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<td>56.00</td>
<td>67.00</td>
<td>56.00</td>
</tr>
<tr>
<td>IDOT Bit Base Course N50</td>
<td>48.00</td>
<td>48.00</td>
<td>48.00</td>
<td>62.00</td>
<td>48.00</td>
</tr>
<tr>
<td>IDOT Binder N50</td>
<td>48.00</td>
<td>48.00</td>
<td>48.00</td>
<td>62.00</td>
<td>40.00</td>
</tr>
<tr>
<td>IDOT Surface N50</td>
<td>56.00</td>
<td>56.00</td>
<td>56.00</td>
<td>58.00</td>
<td>56.00</td>
</tr>
</tbody>
</table>

### Prices subject to change without notice.

***NOTE***

For mixes not listed please call for pricing and availability.
# Orange Crush

## 2014 Dump Fees

<table>
<thead>
<tr>
<th>Plant</th>
<th>Clean Concrete</th>
<th>Clean Asphalt</th>
<th>Clean Grindings</th>
<th>Clean Dirt/Fill**</th>
<th>**IEPA forms are available at <a href="http://www.orangecrushllc.com">www.orangecrushllc.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dundee Plant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi</td>
<td>No Charge</td>
<td>No Charge</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6-Wheel</td>
<td>No Charge</td>
<td>No Charge</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All other size</td>
<td>No Charge</td>
<td>No Charge</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>vehicles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Romeoville Plant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi</td>
<td>No Dumping</td>
<td>No Dumping</td>
<td>No Dumping</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6-Wheel</td>
<td>No Dumping</td>
<td>No Dumping</td>
<td>No Dumping</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All other size</td>
<td>No Dumping</td>
<td>No Dumping</td>
<td>No Dumping</td>
<td></td>
<td></td>
</tr>
<tr>
<td>vehicles</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Romeoville Dump</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi</td>
<td>$45.00</td>
<td>No Dumping</td>
<td>No Dumping</td>
<td>$100.00</td>
<td>There is an additional $3.00 per load IEPA fee assessed on each load of dirt/fill disposed.</td>
</tr>
<tr>
<td>6-Wheel</td>
<td>$40.00</td>
<td>No Dumping</td>
<td>No Dumping</td>
<td>$85.00</td>
<td></td>
</tr>
<tr>
<td>All other size</td>
<td>$30.00</td>
<td>No Dumping</td>
<td>No Dumping</td>
<td>$70.00</td>
<td></td>
</tr>
<tr>
<td>vehicles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>O'Hare Dump</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi **</td>
<td>$40.00</td>
<td>$125.00</td>
<td>$125.00</td>
<td>$200.00</td>
<td>Dumping of asphalt is permitted only with the purchase of asphalt material.</td>
</tr>
<tr>
<td>6-Wheel **</td>
<td>$30.00</td>
<td>$115.00</td>
<td>$115.00</td>
<td>$160.00</td>
<td></td>
</tr>
<tr>
<td>All other size</td>
<td><strong>No charge for dumping concrete with same day purchase</strong></td>
<td>$105.00</td>
<td>$105.00</td>
<td>$170.00</td>
<td></td>
</tr>
<tr>
<td>vehicles **</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi</td>
<td>No Charge for Dumping Clean Broken Concrete Through June 30, 2014</td>
<td>No Dumping</td>
<td>No Dumping</td>
<td>$220.00</td>
<td>There is an additional $3.00 per load IEPA fee assessed on each load of dirt/fill disposed.</td>
</tr>
<tr>
<td>6-Wheel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All other size</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>vehicles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skokie Plant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi</td>
<td>$75.00</td>
<td>$175.00</td>
<td>$175.00</td>
<td>No Dumping</td>
<td>Dumping of asphalt is permitted only with the purchase of asphalt material.</td>
</tr>
<tr>
<td>6-Wheel</td>
<td>$55.00</td>
<td>$150.00</td>
<td>$150.00</td>
<td>No Dumping</td>
<td></td>
</tr>
<tr>
<td>All other size</td>
<td>$50.00</td>
<td>$140.00</td>
<td>$140.00</td>
<td>No Dumping</td>
<td></td>
</tr>
<tr>
<td>vehicles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wheeling Plant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi</td>
<td>$125.00</td>
<td>$175.00</td>
<td>$175.00</td>
<td>No Dumping</td>
<td>Dumping of asphalt is permitted only with the purchase of asphalt material.</td>
</tr>
<tr>
<td>6-Wheel</td>
<td>$115.00</td>
<td>$160.00</td>
<td>$160.00</td>
<td>No Dumping</td>
<td></td>
</tr>
<tr>
<td>All other size</td>
<td>$105.00</td>
<td>$140.00</td>
<td>$140.00</td>
<td>No Dumping</td>
<td></td>
</tr>
<tr>
<td>vehicles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Orange Crush's facilities accept only clean broken asphalt, clean broken concrete, and clean dirt/fill (with the approved IEPA forms). Any load containing: no matter how small; wood, grass, trees, branches, or is contaminated will be rejected. Any of the previous listed unacceptable materials buried within the load will be charged a $250 removal fee in addition to the original dump fee. All loads are subject to inspection. Loads not meeting the IEPA and Orange Crush's requirements will be rejected. **NO EXCEPTIONS**

A $25.00 per load surcharge for excessive clay or hard to handle concrete. The site makes this determination. The load will be coded as such and charged accordingly.

**Dumping Rules:** **Driver must stop at office for inspection and ticket prior to dumping** **You must stay 50 to 75 feet from edge of pit** **Lower box before leaving dump area** **All Orange Crush's equipment has the right of way** **Orange Crush, LLC is not responsible for stuck or damaged trucks** **No one under the age of 16 allowed in the yard** **No ribbons allowed** **Do not litter**

On days that it is raining, please call the site prior to sending your trucks to see if the facility is operating.

*Prices subject to change without notice.*
SUBJECT: AT&T RATE AGREEMENT FOR TELEPHONE/DATA SERVICE

RECOMMENDATION: That the Board of Trustees approve 36-month service Agreements with AT&T for IP Flex Reach call paths (campus voice lines). The IP Flex Reach Call Path will replace our current Primary Rate Interface (PRI) Agreements. The average monthly expense is projected to decrease (depending on call volume) from $1,852 to $1,108 for an approximate monthly savings of $744 and an approximate annual savings of $8,928. These Agreements will be in effect from February 2015 through February 2018.

RATIONALE: Execution of these Agreements provides Triton with discounted telephone access service rate on local usage and long distance service.

Submitted to Board by: ________________________________________________________________
(Vice President) Sean O’Brien Sullivan

Board Officers’ Signatures Required:

______________________________     ______________________________  ______________
Mark R. Stephens              Diane Viverito              Date
Chairman                       Secretary

Related forms requiring signature:  Yes   X  No  ___
# AT&T Managed Internet Service Pricing Schedule

<table>
<thead>
<tr>
<th>Customer</th>
<th>AT&amp;T</th>
</tr>
</thead>
<tbody>
<tr>
<td>Triton College</td>
<td>AT&amp;T Corp. or enter the International Affiliate Name</td>
</tr>
</tbody>
</table>

Customer Contact (for notices):  
Name: Michael Garrity  
Title:  
Street Address: 2000 River Rd  
City: River Grove  
State/Province: IL  
Zip Code: 60171  
Country: USA  
Telephone: 7084560300  
Fax:  
Email: michaelgarrity@triton.edu  
Customer Account Number or Master Account Number:  

AT&T Sales Contact Information and for Contract Notices  
Primary AT&T Contact:  
Name: PARITOSH KAPADIA  
Street Address: 4513 WESTERN AVE  
City: LISLE  
State/Province: IL  
Zip Code: 60532  
Country: USA  
Telephone: 6302095444  
Fax: 210-893-0625  
Email: pk1589@us.att.com  
Sales/Branch Manager: Brad Lane  
SCVP Name:  
Sales Strata: ABS Sales  
Sales Region: Mid-Western  
With a copy to:  
AT&T Corp.  
One AT&T Way  
Bedminster, NJ 07921-0752  
ATTN: Master Agreement Support Team  
Email: masti@att.com  

AT&T Solution Provider or Representative Information (If applicable):  
Name: Company Name:  
Agent Street Address:  
City: State: Zip Code: Country:  
Telephone: Fax: Email: Agent Code:  

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.  

<table>
<thead>
<tr>
<th>Customer (by its authorized representative)</th>
<th>AT&amp;T (by its authorized representative)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name: <strong>Mark Stephens</strong></td>
<td>Name:</td>
</tr>
<tr>
<td>Title: <strong>Board Chairman</strong></td>
<td>Title:</td>
</tr>
<tr>
<td>Date: <strong>January 27, 2015</strong></td>
<td>Date:</td>
</tr>
</tbody>
</table>
1. SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>URL</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT&amp;T Managed Internet Service (MIS)</td>
<td><a href="http://new.serviceguide.att.com/ports/sgportal.portal?_frb=true&amp;_pagemabel=mis_page">http://new.serviceguide.att.com/ports/sgportal.portal?_frb=true&amp;_pagemabel=mis_page</a></td>
</tr>
<tr>
<td>AT&amp;T Bandwidth Services</td>
<td><a href="http://new.serviceguide.att.com/index.jsp?sp=bws">http://new.serviceguide.att.com/index.jsp?sp=bws</a></td>
</tr>
</tbody>
</table>

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

<table>
<thead>
<tr>
<th>Pricing Schedule Term</th>
<th>36 Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing Schedule Term Start Date</td>
<td>Effective Date of this Pricing Schedule</td>
</tr>
<tr>
<td>Effective Date of Rates and Discounts</td>
<td>Effective Date of this Pricing Schedule</td>
</tr>
</tbody>
</table>

3. MINIMUM PAYMENT PERIOD

<table>
<thead>
<tr>
<th>Service Components</th>
<th>Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period</th>
<th>Minimum Payment Period per Service Component</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Service Components</td>
<td>50%</td>
<td>Longer of 12 months or until the end of the Pricing Schedule Term</td>
</tr>
</tbody>
</table>

4. GRANDFATHERING AND WITHDRAWAL

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

5. RATES (US Mainland, and Hi only)

Section I: AT&T Managed Internet Service Access Bandwidth -

Table 1: Tiered T-1, NxT-1, E-1 And Frame

<table>
<thead>
<tr>
<th>Access Method</th>
<th>Speed</th>
<th>MIS Monthly Service Fee List Price</th>
<th>MIS w/ Managed Router Monthly Service Fee List Price</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>56/64 Kbps</td>
<td>$190</td>
<td>$260</td>
<td>N/A</td>
</tr>
<tr>
<td>T-1</td>
<td>128 Kbps†</td>
<td>$225</td>
<td>$295 (N/A)</td>
<td>N/A</td>
</tr>
<tr>
<td>T-1</td>
<td>256 Kbps†</td>
<td>$280</td>
<td>$350 (N/A)</td>
<td>N/A</td>
</tr>
<tr>
<td>T-1</td>
<td>384 Kbps†</td>
<td>$335</td>
<td>$405 (N/A)</td>
<td>N/A</td>
</tr>
<tr>
<td>T-1</td>
<td>512 Kbps†</td>
<td>$390</td>
<td>$460 (N/A)</td>
<td>N/A</td>
</tr>
<tr>
<td>T-1</td>
<td>768 Kbps†</td>
<td>$410</td>
<td>$480 (N/A)</td>
<td>N/A</td>
</tr>
<tr>
<td>T-1 – Frame*</td>
<td>1024 Kbps†</td>
<td>$425</td>
<td>$495 (N/A)</td>
<td>N/A</td>
</tr>
<tr>
<td>T-1</td>
<td>T-1</td>
<td>$470</td>
<td>$540</td>
<td>56.0 %</td>
</tr>
<tr>
<td>E-1*</td>
<td>E-1</td>
<td>$470</td>
<td>$540</td>
<td>N/A</td>
</tr>
<tr>
<td>2xT-1</td>
<td>3 Mbps</td>
<td>$850</td>
<td>$1,145</td>
<td>79.0 %</td>
</tr>
<tr>
<td>3xT-1</td>
<td>4.5 Mbps</td>
<td>$1,100</td>
<td>$1,395</td>
<td>79.0 %</td>
</tr>
<tr>
<td>4xT-1</td>
<td>6 Mbps</td>
<td>$1,250</td>
<td>$1,545</td>
<td>79.0 %</td>
</tr>
<tr>
<td>5xT-1</td>
<td>7.5 Mbps</td>
<td>$1,480</td>
<td>$2,360</td>
<td>79.0 %</td>
</tr>
<tr>
<td>6xT-1</td>
<td>9 Mbps</td>
<td>$1,715</td>
<td>$2,595</td>
<td>79.0 %</td>
</tr>
<tr>
<td>7xT-1</td>
<td>10.5 Mbps</td>
<td>$1,915</td>
<td>$2,795</td>
<td>79.0 %</td>
</tr>
<tr>
<td>8xT-1</td>
<td>12 Mbps</td>
<td>$2,190</td>
<td>$3,070</td>
<td>79.0 %</td>
</tr>
</tbody>
</table>

* Not available with MPLS PNT
† Available only with MPLS PNT Feature

v.2.3.05
Table 2: Burstable T-1

Discount: N/A

<table>
<thead>
<tr>
<th>Sustained Usage</th>
<th>Undiscounted MIS Monthly Service Fee</th>
<th>Undiscounted MIS w/Managed Router Monthly Service Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>up to 128kbps</td>
<td>$270</td>
<td>$340</td>
</tr>
<tr>
<td>128.01 - 256 Kbps</td>
<td>$340</td>
<td>$410</td>
</tr>
<tr>
<td>256.01 - 384 Kbps</td>
<td>$405</td>
<td>$475</td>
</tr>
<tr>
<td>384.01 - 512 Kbps</td>
<td>$470</td>
<td>$540</td>
</tr>
<tr>
<td>512.01 Kbps - 1.544 Mbps</td>
<td>$565</td>
<td>$635</td>
</tr>
</tbody>
</table>

Table 3: DNS Services

<table>
<thead>
<tr>
<th>Option</th>
<th>Monthly Service Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)</td>
<td>$100 per DNS increment</td>
</tr>
<tr>
<td>Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)</td>
<td>$100 per DNS increment</td>
</tr>
</tbody>
</table>

Table 4: Multiple Access Redundancy Option (MARO) - Burstable T-1 with Shadow Billing Option

Discount: N/A

<table>
<thead>
<tr>
<th>Sustained Usage</th>
<th>MIS w/Managed Router Undiscounted Monthly Service Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)</td>
<td>$170</td>
</tr>
<tr>
<td>up to 128kbps</td>
<td>$340</td>
</tr>
<tr>
<td>128.01 - 256 Kbps</td>
<td>$410</td>
</tr>
<tr>
<td>256.01 - 384 Kbps</td>
<td>$475</td>
</tr>
<tr>
<td>384.01 - 512 Kbps</td>
<td>$540</td>
</tr>
<tr>
<td>512.01 Kbps - 1.544 Mbps</td>
<td>$635</td>
</tr>
</tbody>
</table>

Table 5: Redundancy Features - Monthly Service Fees

<table>
<thead>
<tr>
<th>Option</th>
<th>Monthly Service Fee List Price</th>
<th>Service Component Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate Backbone Node Option - additional charges via Private Line, per Service Component</td>
<td>T-1: $500</td>
<td>N/A</td>
</tr>
<tr>
<td>CPE Redundant Configuration Option - Per Service Component</td>
<td>NxT1: $500 per T-1</td>
<td>N/A</td>
</tr>
<tr>
<td>MARO Backbone Node Redundancy Option - additional charges via Private Line, per Redundant Link</td>
<td>T-1: $120</td>
<td>N/A</td>
</tr>
<tr>
<td>MARO Outbound Load Balancers (2) Option (Dual Managed Customer Routers)</td>
<td>$500 per T-1 Redundant Link</td>
<td>N/A</td>
</tr>
<tr>
<td>MARO Outbound Load Balancers (2) Option (Dual Managed Customer Routers)</td>
<td>T1 &amp; NxT-1: $350</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Table 6: MARO Features - Installation Fees

Discount: 0.0 %

<table>
<thead>
<tr>
<th>Option</th>
<th>Undiscounted Installation Fee List Price (MIS &amp; MIS w/Managed Router)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MARO - Outbound Load Balancers (2) (Dual Managed Customer Routers)</td>
<td>$1000</td>
</tr>
</tbody>
</table>

v.2.3.05  v.07.01.04  v.2.20.06  v.2.3.05  v.2.6.05
Table 7: MIS Tele – Installation

<table>
<thead>
<tr>
<th>MIS Speed</th>
<th>Undiscounted MIS</th>
<th>Undiscounted MIS w/ Managed Router</th>
</tr>
</thead>
<tbody>
<tr>
<td>56 Kbps</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>128 Kbps-1.5 Mbps</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>NxT-1</td>
<td>$2,500</td>
<td>$2,500</td>
</tr>
</tbody>
</table>

v.12.10.07

Table 8: On-Site Installation

<table>
<thead>
<tr>
<th>MIS Speed</th>
<th>Undiscounted MIS w/ Managed Router Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>56 Kbps</td>
<td>$999</td>
</tr>
<tr>
<td>128 Kbps-1.5 Mbps</td>
<td>$999</td>
</tr>
<tr>
<td>NxT-1</td>
<td>$999</td>
</tr>
</tbody>
</table>

v.12.10.07

Table 9: Class Of Service Option - Tiered T-1 and Burstable Service - Monthly Service Fees

<table>
<thead>
<tr>
<th>Speed</th>
<th>Class of Service Monthly Fee – List Price* (w/ or w/out Managed Router, except as indicated)</th>
</tr>
</thead>
<tbody>
<tr>
<td>56 Kbps†</td>
<td>$225</td>
</tr>
<tr>
<td>128 Kbps†</td>
<td>$225</td>
</tr>
<tr>
<td>256 Kbps†</td>
<td>$225</td>
</tr>
<tr>
<td>384 Kbps†</td>
<td>$225</td>
</tr>
<tr>
<td>512 Kbps†</td>
<td>$225</td>
</tr>
<tr>
<td>768 Kbps</td>
<td>$225</td>
</tr>
<tr>
<td>1024 Kbps**</td>
<td>$225</td>
</tr>
<tr>
<td>1.5 Mbps</td>
<td>$225</td>
</tr>
<tr>
<td>2×T-1 (3 Mbps)</td>
<td>$225</td>
</tr>
<tr>
<td>3×T-1 (4.5 Mbps)</td>
<td>$225</td>
</tr>
<tr>
<td>4×T-1 (6 Mbps)</td>
<td>$225</td>
</tr>
<tr>
<td>5×T-1 (7.5 Mbps)</td>
<td>$225</td>
</tr>
<tr>
<td>6×T-1 (9 Mbps)</td>
<td>$225</td>
</tr>
<tr>
<td>7×T-1 (10.5 Mbps)</td>
<td>$225</td>
</tr>
<tr>
<td>8×T-1 (12 Mbps)</td>
<td>$225</td>
</tr>
</tbody>
</table>

* Charges waived for Sites with AT&T BVoIP Service
** Not available with MPLS PNT
(†) no real-time class available

v.6.1.06

Table 10: Class Of Service Option - Installation Fees

| Class of Service Undiscounted Installation Fee* | $1,000 |

*Charges waived for Sites with AT&T BVoIP Service

v.2.3.05

Table 11: MIS+NCS Option

<table>
<thead>
<tr>
<th>Feature</th>
<th>Undiscounted Monthly Service Fee MIS Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>MIS + NCS Site License Fee (3 yr)</td>
<td>$1,200</td>
</tr>
<tr>
<td>MIS + NCS Site License Fee (5 yr)</td>
<td>$1,050</td>
</tr>
<tr>
<td>MIS + NCS Tier 1 Support</td>
<td>$100</td>
</tr>
</tbody>
</table>

v.04.29.02

AT&T and Customer Confidential Information
Table 12: MIS + NCS Installation Fees

<table>
<thead>
<tr>
<th>Feature</th>
<th>Undiscounted Installation Fee List Price MIS</th>
</tr>
</thead>
<tbody>
<tr>
<td>MIS + NCS Site Preparation Fee</td>
<td>$2,500</td>
</tr>
</tbody>
</table>

v.2.3.05

Table 13: MPLS PNT Feature

<table>
<thead>
<tr>
<th>Access Method</th>
<th>Speed</th>
<th>Undiscounted Monthly Service Fee MIS &amp; MIS w/Managed Router</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Line Fractional T-1 (56K – 768K)</td>
<td>Fractional T-1 (56K – 768K)</td>
<td>$200</td>
</tr>
<tr>
<td>Private Line NxT-1 (2 through 8)</td>
<td>Private Line NxT-1 (3 Mbps – 12 Mbps)</td>
<td>$200</td>
</tr>
<tr>
<td>Private Line T1</td>
<td>T-1 (1.54 Mbps)</td>
<td>$200</td>
</tr>
</tbody>
</table>

v.9/28/05

Table 14: MPLS PNT UniLink Feature

<table>
<thead>
<tr>
<th>Access Method</th>
<th>Speed</th>
<th>Undiscounted Monthly Service Fee MIS PNT, and MIS PNT with Managed Router</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Line T-1</td>
<td>T-1 (1.54 Mbps) Burstable T1</td>
<td>$200</td>
</tr>
</tbody>
</table>

v.04.15.05

Table 15: MultiCast Monthly Service Fee

N/A

MultiCast Monthly Service Fee | ICB

Table 16: MultiCast Installation

N/A

MultiCast Installation Fee | ICB

Section II: AT&T Business in a Box℠

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

<table>
<thead>
<tr>
<th>Service Component/Device</th>
<th>Undiscounted Monthly Service Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Unit 12 Port</td>
<td>$50</td>
</tr>
<tr>
<td>Base Unit 24 Port</td>
<td>$70</td>
</tr>
<tr>
<td>8 Port POE Add-On</td>
<td>$30</td>
</tr>
<tr>
<td>24 Port POE Add-On</td>
<td>$75</td>
</tr>
<tr>
<td>8 Port Analog Module Add-On</td>
<td>$35</td>
</tr>
</tbody>
</table>

v.5.14.09

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

<table>
<thead>
<tr>
<th>Option</th>
<th>Undiscounted Monthly Service Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Unit 12 Port</td>
<td>$75</td>
</tr>
<tr>
<td>Base Unit 24 Port</td>
<td>$95</td>
</tr>
<tr>
<td>8 Port POE Add-On</td>
<td>$35</td>
</tr>
<tr>
<td>24 Port POE Add-On</td>
<td>$85</td>
</tr>
<tr>
<td>8 Port Analog Module Add-On</td>
<td>$40</td>
</tr>
</tbody>
</table>

v.5.14.09

AT&T and Customer Confidential Information
v. 5.14.09

Table 3: Life-Cycle Management Charges - Service Charges

**Discount:** N/A

<table>
<thead>
<tr>
<th>Per Site / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time)</th>
<th>Undiscounted Service Charge List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Move, Addition, Change to Service</td>
<td>$260</td>
</tr>
<tr>
<td>Delete Service</td>
<td>$500</td>
</tr>
</tbody>
</table>

v. 5.14.09

Table 4: Class Of Service Option - when ordered with AT&T BVoIP Services only

**Discount:** 100%

| Class of Service Monthly Service Fee | $225 |

v. 1.9.09

Section III: Additional Service Fees

Moving Fee (during hours) | $1,000 per location
---|---
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday) | Additional $500 per location

v. 07/01/04

Section IV: Local Access Pricing

<table>
<thead>
<tr>
<th>SWC CLLI</th>
<th>Access Bandwidth</th>
<th>Local Access Non-Recurring Charge</th>
<th>Local Access Net Monthly Recurring Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>RVGVILRG</td>
<td>DS1</td>
<td>$0.00</td>
<td>$164.99</td>
</tr>
</tbody>
</table>

Ethernet Local Access Net Monthly Recurring Charge per SWC CLLI is valid for any NPA-XX where such Ethernet Local Access is provisioned from the same Service Wire Center (SWC CLLI) and served at the same AT&T POP.
### AT&T BUSINESS NETWORK SERVICE

#### Pricing Schedule and Attachment A

<table>
<thead>
<tr>
<th>Customer</th>
<th>AT&amp;T</th>
</tr>
</thead>
</table>
| Triton College  
Street Address 2000 River Rd  
City River Grove State / Province IL  
Zip Code 60171  
Country USA | AT&T Corp.  
or enter the International Affiliate Name |

<table>
<thead>
<tr>
<th>Customer Contact (for notices)</th>
<th>AT&amp;T Contact (for notices)</th>
</tr>
</thead>
</table>
| Name : Michael Garrity  
Title : Associate Vice President, Information Systems  
Street Address : 2000 River Rd  
City : River Grove  
State / Province : IL  
Zip Code: 60171  
Country : USA  
Telephone 708-456-0300  
Fax  
Email : michaelgarrity@triton.edu | Name Tony Pacini  
Street Address 225 W RANDOLPH ST -- Z1  
City CHICAGO State / Province IL Zip Code 60606 Country USA  
Telephone 312-273-6693 Fax  
Email ap3173@att.com  
Sales/Branch Manager Brad Lane  
SCVP Name: Tern Diggs-Norman  
Sales Strata: GEM  
Sales Region: Midwest  
With a copy to (for Notices) to  
AT&T Corp.  
One AT&T Way  
Bedminster, NJ 07921-0752  
ATTN: Master Agreement Support Team  
Email: mast@att.com |

### AT&T Solution Provider or Representative Information (if applicable)

Name:  
Company Name:  
Agent Street Address:  
City:  
State:  
Zip Code:  
Country:  
Telephone:  
Fax:  
Email:  
Agent Code:

This Pricing Schedule and Attachment A is part of the Agreement between AT&T and Customer referenced above.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which 911/E911 service using a Voice over Internet Protocol (VoIP) service may not be available or may be in some way limited by comparison to using traditional wireline telephone service. Such circumstances include, but are not limited to, relocation of the end user’s telephone sets or other equipment, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer’s location in the automatic location information database. Further advisories regarding emergency calling, including 911/E911 services, for AT&T Business Voice over IP (BVoIP) Services are found at [http://new.serviceguide.att.com](http://new.serviceguide.att.com).

| Customer  
(by its authorized representative) | AT&T  
(by its authorized representative) |
|-----------------------------------|-----------------------------------|
| By:  
Name: **Mark Stephens**  
Title: **Board Chairman**  
Date: **January 27, 2015** | By:  
Name:  
Title:  
Date: |
Pricing Schedule for AT&T Business Network Service

1. SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Service Publication Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Voice/Access, including LD, Local and Intrastate</td>
<td></td>
</tr>
<tr>
<td>• Business Voice Over IP (BVOIP) Service</td>
<td></td>
</tr>
<tr>
<td>• AT&amp;T Bandwidth Services</td>
<td></td>
</tr>
</tbody>
</table>

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

2.1 Term/Effective Dates

<table>
<thead>
<tr>
<th>Pricing Schedule Term</th>
<th>Term Start Date and Effective Date of Rates and Discounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 years</td>
<td>First day of first full billing cycle following implementation of this Pricing Schedule in AT&amp;T's billing system</td>
</tr>
</tbody>
</table>

3. MARC

<table>
<thead>
<tr>
<th>MARC under this Pricing Schedule</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,000</td>
<td>$3,000</td>
<td>$3,000</td>
<td></td>
</tr>
</tbody>
</table>

4. MARC-ELIGIBLE CHARGES

- ABN Service including eligible Voice, Access, Local, Intrastate, BVOIP, and AT&T Bandwidth Services purchased under the ABN Service offer
- Other AT&T Services which have been mutually designated in writing by the parties prior to or during the Pricing Schedule Term, including but not limited to:

- AT&T ACCU-Ring Service
- AT&T Audio/Video Teleconference Services
- AT&T Business Continuity and Recovery Service
- AT&T Business Internet Service
- AT&T Content Delivery Network Service
- AT&T Data Services Circuit Term Plan
- Digital Services Volume Pricing Plan (DSVP)-Eligible Services
- AT&T Enhanced Virtual Private Network Service
- AT&T Ethernet Private Line-WAN Service
- AT&T Execubill
- AT&T Global Inbound Service
- AT&T Global Managed Internet Service
- AT&T Hosting Service
- AT&T ILEC Business Local Calling
- AT&T Intrastrat Private Line Service
- AT&T Local Private Line Service
- AT&T Local Services
- AT&T Managed Internet Service
- AT&T Managed Router Service
- AT&T Network-Based IP VPN Remote Access Service
- AT&T OPT-E-WAN Virtual Private LAN Service
- AT&T Secure Network Gateway Service
- AT&T Teleconference Services
- AT&T Virtual Private Network Service
- AT&T Virtual Private Network Tunneling Service
- AT&T Voice Port Service
- AT&T Web Meeting
- AT&T World Wide Calling Card
5. **DISCOUNTS**

<table>
<thead>
<tr>
<th>ABN Service Voice Services Component/Capability</th>
<th>Discount%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interstate Long Distance- Outbound</td>
<td></td>
</tr>
<tr>
<td>Switched</td>
<td>38%</td>
</tr>
<tr>
<td>Loyalty</td>
<td>36%</td>
</tr>
<tr>
<td>Dedicated- Mobile Termination</td>
<td>30%</td>
</tr>
<tr>
<td>Calling Card</td>
<td>65%</td>
</tr>
<tr>
<td>Interstate Long Distance- Inbound</td>
<td></td>
</tr>
<tr>
<td>Switched</td>
<td>38%</td>
</tr>
<tr>
<td>Loyalty</td>
<td>36%</td>
</tr>
<tr>
<td>Dedicated</td>
<td>30%</td>
</tr>
<tr>
<td>International</td>
<td>34%</td>
</tr>
<tr>
<td>Other Qualifying Service Category</td>
<td>33%</td>
</tr>
</tbody>
</table>

* Discounts are calculated as described in the Business Service Guide, and all discounts will be applied against Customer's billed Interstate Usage.

<table>
<thead>
<tr>
<th>ABN Service Bandwidth Service/Access Channels Service Component/Capability</th>
<th>Discount%</th>
</tr>
</thead>
<tbody>
<tr>
<td>T1 ICC Primary Rate Interface Office Functions</td>
<td>75%</td>
</tr>
<tr>
<td>T1 Access Channels</td>
<td>30%</td>
</tr>
<tr>
<td>T3 Access Channels</td>
<td>15%</td>
</tr>
<tr>
<td>DS0 Access Channels (GDA)</td>
<td>30%</td>
</tr>
<tr>
<td>OC-3 Access Channels and associated Access Coordination Function</td>
<td>27%</td>
</tr>
<tr>
<td>VG Access Channels</td>
<td>0%</td>
</tr>
<tr>
<td>DS0 Access Channels (DDLC1 or DDLC2)</td>
<td>0%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ABN EVOIP Portfolio Services</th>
<th>Discount%</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT&amp;T IP Flexible Reach and AT&amp;T IP Toll Free</td>
<td></td>
</tr>
<tr>
<td>Common Plan Elements</td>
<td></td>
</tr>
<tr>
<td>VoIP Module Card (if applicable)</td>
<td>100%</td>
</tr>
<tr>
<td>US Off-Net Calling Charge</td>
<td>20%</td>
</tr>
<tr>
<td>Non-US Terminated Off-Net Calling Charge</td>
<td>20%</td>
</tr>
<tr>
<td>Non-US Terminated Off-Net Calling Charges-Mobile</td>
<td>20%</td>
</tr>
<tr>
<td>Calling Plan C (IP Local and IP Long Distance Bundle)</td>
<td></td>
</tr>
<tr>
<td>Calling Plan Setup Fee</td>
<td>100%</td>
</tr>
<tr>
<td>Calling Plan Charge (per Concurrent Call)</td>
<td>83.3%</td>
</tr>
<tr>
<td>Telephone Number Charge</td>
<td>100%</td>
</tr>
<tr>
<td>Calling Plan IP Toll Free</td>
<td></td>
</tr>
<tr>
<td>IPTF Calling Plan Setup Fee</td>
<td>100%</td>
</tr>
<tr>
<td>IPTF Calling Plan Charge</td>
<td>100%</td>
</tr>
<tr>
<td>IPTF Calling Charge - US Interstate</td>
<td>20%</td>
</tr>
<tr>
<td>IPTF Calling Charge - US Intrastate</td>
<td>20%</td>
</tr>
<tr>
<td>IPTF Calling Charge - Canada to US</td>
<td>20%</td>
</tr>
<tr>
<td>IPTF Calling Charge - US to Non-US</td>
<td>20%</td>
</tr>
<tr>
<td>IPTF Calling Charge - Canada to Non-US</td>
<td>20%</td>
</tr>
<tr>
<td>Routing Arrangement (APN Charge)</td>
<td>20%</td>
</tr>
<tr>
<td>IPTF Calling Charge - Non-US to US</td>
<td>1%</td>
</tr>
<tr>
<td>International Inbound Setup</td>
<td>1%</td>
</tr>
<tr>
<td>Universal Freephone (UIFN) Fee</td>
<td>1%</td>
</tr>
<tr>
<td>International inbound per Country Charge</td>
<td>1%</td>
</tr>
</tbody>
</table>
Pricing Schedule for AT&T Business Network Service

5. DISCOUNTS

**Monthly Growth Incentive** – Not applicable under this Pricing Schedule

<table>
<thead>
<tr>
<th>Additional Discount for Intrastate total charges</th>
<th>State</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Illinois</td>
<td>15%</td>
</tr>
</tbody>
</table>

* - Discounts will be calculated based on intrastate usage billings in the State(s) shown on this chart and will be applied against Customer’s billed Interstate Usage

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION AND PAYMENT PERIODS

6.1 Promotions

Service Guide promotions are not applicable under this Pricing Schedule

6.2 Waivers

<table>
<thead>
<tr>
<th>Charges Waived</th>
<th>Month of Pricing Schedule Term in which Charges are waived</th>
<th>Minimum Retention Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waivers as specified in the Service Guide for ABN Service</td>
<td>N/A</td>
<td>12 months</td>
</tr>
<tr>
<td>Outbound Monthly Charges and Outbound Minimum usage requirement for Per Main Billed Account, Per Customer Location-Switched Access and Per Customer Location-Dedicated Access</td>
<td>Every Month</td>
<td>None</td>
</tr>
<tr>
<td>Monthly Recurring Charge per Dialed Toll-Free number for AT&amp;T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option</td>
<td>Every month - charges incurred by the Customer, after the first $500 per billing account has been billed.</td>
<td>None</td>
</tr>
</tbody>
</table>

6.3 Other Requirements

This Pricing Schedule is available only to Customer who:
- During the first year commit to satisfy at least 50% of the total AT&T usage and charges under this Pricing Schedule with usage and charges for services not previously provided by AT&T.

6.3.1 Notice of Withdrawal

Service and Service Component Withdrawals during Pricing Schedule Term

<table>
<thead>
<tr>
<th>Notice Period for AT&amp;T to Withdraw and Terminate Service</th>
<th>12 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice Period for AT&amp;T to Withdraw and Terminate a Service Component</td>
<td>120 days</td>
</tr>
<tr>
<td>Applicable Services/Service Components</td>
<td>Bandwidth Services: DS0 IOCs, FT1 IOCs, DS0 (GDA), DS0 (DDLC1 or DDLC2) and Voice Grade Access Channels</td>
</tr>
</tbody>
</table>
7. Rates

7.1 ARN Domestic Dial Station Outbound/Inbound Calling

<table>
<thead>
<tr>
<th>Call Type</th>
<th>Initial 30 Seconds or Fraction</th>
<th>Each Add'l Second or Fraction</th>
</tr>
</thead>
<tbody>
<tr>
<td>OUTBOUND</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Switched</td>
<td>$0.0360</td>
<td>$0.0012</td>
</tr>
<tr>
<td>Loyalty</td>
<td>$0.0300</td>
<td>$0.0010</td>
</tr>
<tr>
<td>Dedicated-Mobile Terminating</td>
<td>$0.0210</td>
<td>$0.0007</td>
</tr>
<tr>
<td>INBOUND</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Switched</td>
<td>$0.0360</td>
<td>$0.0012</td>
</tr>
<tr>
<td>Loyalty</td>
<td>$0.0300</td>
<td>$0.0010</td>
</tr>
<tr>
<td>Dedicated</td>
<td>$0.0210</td>
<td>$0.0007</td>
</tr>
</tbody>
</table>

7.2 Access Channels

T3 Access Channels  Service Guide Schedule B as revised from time to time

7.3 BVOIP Services

7.3.1 IP Flex Reach - Calling Plan C

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>MONTHLY CHARGE</th>
<th>NON-RECURRING CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dial Plan Set-up Fee – Local and LD Package</td>
<td>$250.00</td>
<td></td>
</tr>
<tr>
<td>Calling Plan Charge – Local and LD (includes 300 US Off-Net LD minutes per month per Concurrent Call ordered, minimum of 6 Concurrent Call required per site; maximum of 5 telephone numbers per Concurrent Call)</td>
<td>$70.00</td>
<td></td>
</tr>
<tr>
<td>Telephone Number Charge – Local and LD</td>
<td>$0.30</td>
<td></td>
</tr>
</tbody>
</table>

7.3.2 IP Toll Free - Calling Plan G

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>MONTHLY CHARGE</th>
<th>NON-RECURRING CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dial Plan Set-up Fee – IPTF</td>
<td>$1,800.00</td>
<td></td>
</tr>
<tr>
<td>Calling Plan Charge – IPTF</td>
<td>$0.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>International Inbound Setup</td>
<td></td>
<td>$250.00</td>
</tr>
<tr>
<td>Universal Freephone(UFIN) Fee</td>
<td></td>
<td>$160.00</td>
</tr>
<tr>
<td>International Inbound Per Country Charge</td>
<td>$50.00</td>
<td></td>
</tr>
</tbody>
</table>

7.3.3 IP Toll-Free Usage – Canada to US

<table>
<thead>
<tr>
<th>Toll-Free Inbound Usage</th>
<th>Per minutes of Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canada to US</td>
<td>$0.0611</td>
</tr>
</tbody>
</table>
Pricing Schedule for AT&T Business Network Service

7.3.4 BVOIP MODULE CARD CONCURRENT CALL CHARGES

<table>
<thead>
<tr>
<th>Charge per Concurrent Call, per Site</th>
<th>Monthly Recurring Charge</th>
<th>Non-Recurring Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 12 Concurrent Calls</td>
<td>$15.00</td>
<td></td>
</tr>
<tr>
<td>Over 12 Concurrent Calls</td>
<td>$10.00</td>
<td></td>
</tr>
</tbody>
</table>

7.3.6 Usage Charges

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>PER MINUTE/CALL USAGE CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toll-Free Inbound</td>
<td>$0.025</td>
</tr>
<tr>
<td>U.S. Off-Net Outbound</td>
<td>$0.050</td>
</tr>
<tr>
<td>Local Directory Assistance – US Mainland</td>
<td>$1.250</td>
</tr>
</tbody>
</table>

7.3.7 BVOIP, Local Directory Assistance Charges Call Type/Per Call

<table>
<thead>
<tr>
<th>State</th>
<th>Station to Station</th>
<th>Person to Person</th>
<th>Third Number Billing</th>
<th>Busy Line Verification</th>
<th>Busy Line Interrupt</th>
<th>Collect</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Mainland</td>
<td>$1.75</td>
<td>$3.50</td>
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### Pricing Schedule for AT&T Business Network Service

**ATTACHMENT A**

1. **Intrastate Voice Rates:** The following rates apply before the application of discounts as specified in Section 5 of the AT&T Business Network Service Pricing Schedule. These rates are filed in the AT&T Tariffs and will be effective with the implementation of this ABN contract. Rates are subject to change from time to time and in event of a conflict between the rates below and the AT&T Tariffs, the Tariffs prevail.

<table>
<thead>
<tr>
<th></th>
<th>InterLATA</th>
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<th>IntraLATA</th>
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Pricing Schedule for AT&T Business Network Service

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*Billed in increments of 30 Second Initial Period or Fraction, Each Additional Second or Fraction. Rates displayed are list rates per the Tariff.
SUBJECT: REDROCK SOFTWARE LICENSE AGREEMENT

RECOMMENDATION: That the Board of Trustees approve the Redrock Software License Agreement to provide Triton College with time management software for Triton tutors and adjunct faculty office hours. This License Agreement includes remote online hosting services and maintenance requests. The associated cost of this Agreement is $7,494.00.

RATIONALE: The attorneys have reviewed and approved the following agreement from RedRock Software. This system will increase the flexibility to provide remote sign-in locations while ensuring the integrity of our data collection.

Submitted to Board by: (Vice President) Dr. Douglas Olson

Board Officers’ Signatures Required:

Mark R. Stephens, Chairman
Diane Viverito, Secretary

Related forms requiring signature: Yes X No ________
REDROCK SOFTWARE HOSTED SERVER AGREEMENT

THIS AGREEMENT is made as of the date executed by the last party to execute this Agreement

BETWEEN:

Redrock Software Corp.
(“Redrock”)

AND:

Triton College
(“TRITON COLLEGE”)

WHEREAS:

A. Redrock is the owner of TutorTrac, AdvisorTrac, FitnessTrac, and LabTrac (referred to as “Trac Product”) which refers to scheduling and data management software developed by the Redrock;

B. TRITON COLLEGE has already purchased a non-exclusive license to use the Trac Product and wishes to have the Redrock provide server hosting services for Trac Product; and

C. Redrock has agreed to provide server hosting services to TRITON COLLEGE pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this agreement, the Parties agree as follows:

1.0 DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

“Agreement” shall mean this agreement which may be amended from time to time in accordance with the provisions contained herein;

“Confidential Information” shall mean all information disclosed by either party to the other party under this Agreement, including, without limitation, any trade secret, know-how, formula, design, prototype, compilation of information, data, program, code, method, technique or process, information relating to any product, device, customer information, financial information, marketing information, intellectual property, business opportunities or research and development, but shall not include any information that: (i) is at the time of
disclosure in the public domain, (ii) is in the possession of the receiving party prior to disclosure and was acquired from a third-party not directly or indirectly affiliated to the disclosing party, or (iii) is required to be disclosed by law, rule, or regulation;

"Critical Problem" shall mean a problem or malfunction of Trac Product which causes the Hosted Server to crash; stops TRITON COLLEGE’s processing or use of data; results in lost, destroyed or corrupted data; renders Trac Product or the Hosted Server inoperable; causes a software feature failure that cannot be avoided by alternate methods or which otherwise causes a slowdown or shutdown of the Hosted Server’s essential operations;

"Data" shall mean information, whether in oral or written (including electronic) form, created, obtained, transmitted, used, maintained, processed, and disposed of by TRITON COLLEGE and Redrock in the course of using and providing, respectively, the Hosted Server under this Agreement, and includes TRITON COLLEGE Data and Student Data;

"Data Compromise" shall mean a security-relevant event in which the security policy of a system used to create, transmit, maintain, use, process, or store data is disobeyed or otherwise breached, and in which data is exposed to unauthorized disclosure, access, alteration, or use;

"Date Data" shall mean computer data or input that includes an indication of date;

"Enhancements" shall mean all present and future corrections, major modifications, additions, upgrades, variations, revisions, refinements, improvements, derivatives and enhancements to Trac Product;

"Hosted Server" shall mean the Redrock’s server;

"Major Problem" shall mean a Critical Problem that can be avoided by alternate methods;

"Minor Problem" shall mean a problem or malfunction of Trac Product that causes only minor inconvenience to TRITON COLLEGE including, but not limited to, report misalignments, misspelled error messages and documentation errors;

"TRITON COLLEGE Data" shall mean credentials issued to TRITON COLLEGE by Redrock and all records related to TRITON COLLEGE’s use of Redrock’s Hosted Server.

"Parties" shall mean the Redrock and TRITON COLLEGE and their respective successors or personal representatives;

"Student Data" shall mean personal identifiers: Protected Health Information (PHI) as that term is defined in the Health Insurance Portability and Accountability Act. 45 CFR Part 160.103; personally identifiable information
contained in student education records as that term is defined in the Family
Educational Rights and Privacy Act (FERPA), 20 USC 1232g or other applicable
student record confidentiality laws, rules and regulations; non-public personal
information as that term is defined in the Gramm-Leach-Bliley Financial
Modernization Act of 1999, 15 USC 6809. Notwithstanding any other provision of
this Agreement, service provider will be responsible for all damages, fines and
corrective action arising from disclosure of such information caused by such
party's breach of its data security or confidentiality provisions hereunder.

SERVICE HOSTING PROVISIONS

2.0

2.1 Service Hosting. Subject to the terms and conditions of this Agreement,
Redrock hereby grants to TRITON COLLEGE a non-exclusive, non-transferable,
limited right to electronically access the Hosted Service solely in connection with
TRITON COLLEGE's use of Trac Product.

2.2 Non-exclusivity. The rights granted to TRITON COLLEGE under this
Agreement are non-exclusive. Nothing in this Agreement shall be deemed or
construed to limit, in any way, Redrock's rights to use or license the Hosted
Server to others, in any manner or for any purposes during the term of this
Agreement. The Hosted Server is a shared server that is also used by other
customers of Redrock.

2.3 Access. In order to access and use the Hosted Server, TRITON COLLEGE
must obtain access to the internet and pay any service fees associated with such
access. In addition, TRITON COLLEGE must provide all equipment necessary
to make such connection to the internet, including a computer and modem or
other access device.

SUPPORT AND MAINTENANCE

3.0

3.1 Included Services. Redrock shall provide to TRITON COLLEGE the following
support and maintenance services for no additional costs or fees, excluding the
required annual support fees as listed in section 5:

(a) emergency telephone assistance to respond to Critical Problems, Major
Problems and Minor Problems during Standard Support Hours. The level of
response will be determined by the severity level, as follows:

a. Critical Problems. Within two (2) hours of notification to Redrock
during Standard Support Hours. Redrock will, upon verification of the
Critical severity, commence resolution and make every reasonable
effort to resolve Critical Problems same day.

b. Major Problems. Within four (4) hours of notification to Redrock during
Standard Support Hours. Redrock will, upon verification of the severity
level, commence resolution and make every reasonable effort to
resolve Major Problems within 24 hours.

c. Minor Problems. Redrock will, upon verification of the severity level, log the problem and use reasonable efforts to correct Minor Problems, but does not guarantee any particular response time to initiate resolution.

(b) installation of Enhancement to the Software on a continuing basis during the term of this Agreement.

4.0 REPRESENTATIONS AND WARRANTIES

4.1 Redrock’s Representations and Warranties. Redrock represents and warrants that:

(a) it is the owner of the Hosted Server and Trac Product, and has all rights and entitlement to the Hosted Service and Trac Product, and all corporate power and authority, necessary to enter into and perform its obligations under this Agreement, and will not enter into any agreements or arrangements which are in conflict with any provisions of this Agreement;

(b) there is no pending or threatened litigation or any other proceeding that may affect the Redrock’s ability to fully perform its obligations under this Agreement;

(c) the Hosted Server shall have appropriate functionality for Trac Product, provided that the Hosted Server and Trac Product have been properly operated by TRITON COLLEGE;

(d) the Hosted Server will function in a manner consistent with industry standards reasonably applicable to such service. Redrock further warrants that the Hosted Service, except for routine maintenance, will be operational at least 99.99% of the time in any given month during the term of this Agreement, meaning that the outage or down time percentage will not be more than .01%. In the event of a Hosted Service outage, Redrock will (i) promptly and at Redrock’s expense use commercial best efforts to restore the Hosted Service as soon as possible, and (ii) unless the outage was caused by a Force Majeure event, may refund or credit TRITON COLLEGE the prorated amount of fees corresponding to the time the Hosted Service was unavailable. Neither party will be liable to the other for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by forces beyond that party’s reasonable control, provided that the party resumes performance as soon as it is reasonably able to do so; and

(e) the Hosted Server and any upgrades or enhancements do not infringe any third-party intellectual property rights. If a third-party claim is made that the Hosted Service, in whole or in part, infringes a third-party’s intellectual
property rights, then in addition to any other remedies TRITON COLLEGE may have under this Agreement or the law, Redrock will, at no cost to TRITON COLLEGE, indemnify Triton College for any and all costs, expenses, or liabilities related to third-party claim and either (i) secure all necessary rights for TRITON COLLEGE to continue using the Hosted Service, (ii) modify the Hosted Server to eliminate the alleged infringement without adversely affecting the scope and level of the Hosted Server provided to TRITON COLLEGE; or (iii) replace the Hosted Server with a non-infringing Hosted Server that otherwise meets all the requirements of this Agreement.

4.2 TRITON COLLEGE’s Representations. TRITON COLLEGE represents and warrants that:

(a) it has full power and authority to enter this Agreement, can fulfill all its obligations under this Agreement, and has not entered, and will not enter into any agreements or arrangements which are in conflict with any provisions of this Agreement, and

(b) there is no pending or threatened litigation or any other proceeding that may affect TRITON COLLEGE’s ability to fully perform its obligations under this Agreement.

5.0 PAYMENT

In consideration hosting service provided by Redrock to TRITON COLLEGE in this Agreement, TRITON COLLEGE shall pay to Redrock $3,700 for the initial cost, and $1200 annually thereafter for the server hosting fee. Payment shall be made in full on the date that this Agreement has been executed by both Parties and on each anniversary of this execution date thereafter for the duration of the Agreement. This is in addition to the cost of the software and support agreement fees. All additional fees shall be set forth in addenda or exhibits which are attached hereto and incorporated by reference herein.

The one-time fees are as follows for the support of the license and modules:

TutorTrac $2995
SAGE Module $1995
Whiteboard Module $1695
TextAlerts Module $695
Mobileview Module $695
SurveyTrac $695
Annual support prices are as follows:

TutorTrac annual support agreement is $799 per year. If you purchase additional modules, the annual support fee for the modules is as follows:

$200 for SAGE support
$100 for Whiteboard support
$75 for TextAlerts support
$75 for MobileView support
$50 for SurveyTrac support

CONFIDENTIALITY

Confidential Information. Each party agrees that it shall not use, disclose, or make available to third-parties any Confidential Information disclosed to it by the other party without the written authorization of the disclosing party, and further agrees that it will take all reasonable steps necessary to ensure that the Confidential Information is not disclosed to any third-parties except as set forth in Section 6.2 below.

Disclosure Required by Law. In the event that TRITON COLLEGE is required by law, rule or regulation to disclose any portion of the Confidential Information, TRITON COLLEGE shall not be in breach of Section 6.1 provided that TRITON COLLEGE shall provide Redrock with prompt written notice of such required disclosure and shall reasonably cooperate with the Redrock, at Redrock's expense, so that Redrock may seek an appropriate court order for protection of its Confidential Information. Redrock shall indemnify Triton College for all costs, expenses and liabilities related to Redrock's efforts to prohibit or otherwise limit the disclosure of Confidential Information.

Redrock acknowledges that Student Data is protected from disclosure by state and federal law and agrees to keep all such data to which it has access in the performance of this agreement in a secure manner and to disclose only upon direction by TRITON COLLEGE.

COMPLIANCE WITH OPEN RECORDS LAW

Redrock understands that TRITON COLLEGE must disclose to the public upon request any records it receives from Redrock, except to the extent such disclosures are exempted from Triton College Open Records Laws. Redrock further understands that any records obtained or generated by Redrock under this Agreement, may, under certain circumstances, be open to the public upon request under the Triton College Open Records Law. Redrock agrees to contact TRITON COLLEGE immediately upon receiving a request for information under the Open Records Law and to comply with TRITON COLLEGE's instructions on
how to respond to the request. Disclosures prohibited in this agreement will be withheld to the greater extent that the law allows.

**OWNERSHIP**

It is understood and agreed that Trac Product is the sole and exclusive property of Redrock, that nothing in this agreement shall be construed so as to confer any ownership rights, title or interest in or to the Software upon TRITON COLLEGE, and that all copies of the Software in any form are and shall remain the exclusive property of Redrock.

**TERM AND TERMINATION**

**Term.** This Agreement commences on the date of installation and continues for one (1) year unless sooner terminated in accordance with this Agreement. TRITON COLLEGE has the option to renew for successive one-year terms (each, a "Renewal Term") for a period of 1 year upon thirty (30) days written notice of renewal prior to the end of the Initial Term or Renewal Term, as the case may be.

**General Termination.**

(a) Each party shall have the right to terminate this Agreement at any time upon the provision of three (3) months' written notice to the other party. In the event of a termination for convenience, all fees paid shall be prorated and returned to Triton College.

(b) Each party shall have the right to terminate this Agreement, with immediate effect upon written notice to the other party, if the other party breaches any of the provisions in this Agreement and fails to cure such breach within thirty days after receipt of notice by the party not in breach.

(c) TRITON COLLEGE may terminate this Agreement effective on delivery of written notice to Redrock, or on any later date stated in the notice, if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the commodities or services provided for in this Agreement, if federal or state laws or rules are modified or interpreted in a way that the services or commodities are no longer allowable or appropriate for purchase under this Agreement or no longer eligible for the funding proposed for payment of this Agreement, or if any license, permit, or certificate required by law or rule, or the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

**Automatic Termination.** This Agreement shall automatically terminate upon the occurrence of Redrock's ceasing to carry on business, insolvency, bankruptcy, dissolutions, liquidations, winding up, or upon the commencement of any steps or passing of any resolution which, in the opinion of TRITON
COLLEGE acting reasonably, is intended to accomplish such ends.

9.4 Surviving Provisions. Notwithstanding the termination of this Agreement, the Parties agree that the provisions contained in Section 4.0 and Sections 6.0 through 19.0 of this Agreement shall survive and remain in force.

10.0 GENERAL

10.1 Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois. Any action to enforce this Agreement must be adjudicated exclusively in the Circuit Court of Cook County. TRITON COLLEGE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The Parties have the right to enforce their rights and remedies in judicial proceedings. TRITON COLLEGE does not waive any right to a jury trial.

10.2 Relationship of Parties. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

10.3 Entire Agreement. This Agreement sets forth the entire understanding and agreement between the Parties with respect to the subject matter hereof, and the Parties agree that they have not relied on any representations, warranties, promises or other inducements in entering into this Agreement.

10.4 Waiver. The failure of either party to act with respect to any breach of this Agreement by the other party thereof shall in no way operate as a waiver to the right to act with respect to any subsequent or similar breaches.

10.5 Notice. Any notice to Redrock may be given by personal delivery, registered mail or facsimile to its offices located at:

David Booth, Director of Technical Support

Redrock Software Corporation

2602 West Baseline Road Ste. 9 Mesa, AZ 85202

Phone: (877) 303-7575 extension 208

Fax (480) 302-8595

managers@cordernet.com

Please mail all correspondence to Redrock Software Corp. PO Box 40518 Mesa, AZ 85274
Any notice to TRITON COLLEGE may be given by personal delivery, registered mail, facsimile, or electronic mail to its offices located at:

Dr. Douglas Olso
Vice President of Academic Affairs
Triton College
2000 Fifth Ave.
River Grove, IL 60171

CC: Kusper & Raucci Chartered
30 North LaSalle Street, Suite 1530
Chicago, IL 60602

Each party shall provide notice of any change in their contact information prior to such change taking effect. All notices shall be deemed to be received upon the earlier of the party's actual receipt or two days after dispatch.

10.6 Severability. If any provision of this Agreement is invalid or otherwise incapable of being enforced, that provision shall be deemed to be severable from this Agreement, and all other provisions of this Agreement shall remain in full force and effect.

10.7 Assignment, Amendment, Currency. TRITON COLLEGE shall not assign this Agreement without the prior written approval of Redrock, which consent may be withheld by Redrock in its sole reasonable discretion. Redrock shall not assign this Agreement without the prior written approval of TRITON COLLEGE, which consent may be withheld by TRITON COLLEGE in its sole reasonable discretion. This Agreement may be amended only by a written document duly executed by authorized signatories of the parties hereto. All references to currency will be in American dollars ($USD).

10.8 State Audit. All records, regardless of physical form, and the accounting practices and procedures of Redrock relevant to this Agreement are subject to examination by the Triton College State Auditor or the Auditor's designee. Redrock shall maintain all of these records for at least three (3) years following completion of this Agreement.
11.0 RIGHTS IN AND TO STUDENT DATA AND TRITON COLLEGE DATA

The Parties agree that as between them, all rights in and to Student Data and TRITON COLLEGE Data shall remain the exclusive property of TRITON COLLEGE. This Agreement does not give a party any rights, implied or otherwise, to the other party's data, content or intellectual property, except as expressly stated in this Agreement.

12.0 DATA PRIVACY

A. Redrock will use Student Data and TRITON COLLEGE Data only for the purpose of fulfilling its duties under this Agreement and for TRITON COLLEGE's sole benefit, and will not share such data with or disclose it to any third-party without the prior written consent of TRITON COLLEGE or as otherwise required by law. By way of illustration and not of limitation, Redrock will not use such data for Redrock's own benefit and, in particular, will not engage unauthorized access to or disclosure or use of Student Data or TRITON COLLEGE Data, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by TRITON COLLEGE.

B. All Student Data and TRITON COLLEGE Data will be stored on servers located solely within the Continental United States.

C. Redrock will provide access to Student Data and TRITON COLLEGE Data to only those Redrock employees and subcontractors who need to access the data to fulfill Redrock's obligations under this Agreement. Redrock will ensure that employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement, and have undergone all background screening and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data they will be handling, prior to being granted access to the Data.

13.0 DATA SECURITY

A. All facilities used to store and process Student Data and TRITON COLLEGE Data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Redrock's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Redrock warrants that all Student Data and TRITON COLLEGE Data will be encrypted in transmission (including via web interface) at no less than 128-bit level encryption.

B. Redrock will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing
the Hosted Service under this Agreement.

C. Redrock represents and warrants that:

(i) Unless requested and paid for by TRITON COLLEGE, it may, within its discretion, and at its own expense, conduct or have conducted at least annually, an assessment from an established, accredited vendor; a letter attesting as to the security infrastructure should be provided to TRITON COLLEGE

(ii) It will, at its own expense, conduct regularly, internal reviews of systems to maintain the highest levels of security and integrity that are used in any way to deliver the Hosted Server under this Agreement; and

(iii) It may, at its own expense, conduct or have conducted at least annually, a formal penetration test of its systems and facilities that are used in any way to deliver the Hosted Server under this Agreement.

D. Redrock will provide TRITON COLLEGE upon request the results of the above scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement.

E. Redrock will comply with all applicable laws, Triton College policies and TRITON COLLEGE policies regarding electronic devices, services, and storage and manipulation of confidential data.

14.0 DATA INTEGRITY

Redrock will take commercially reasonable measures, including regular data integrity audits, to protect Student Data and TRITON COLLEGE Data against deterioration or degradation of data quality and authenticity.

15.0 RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA

A. Except as otherwise expressly prohibited by law, Redrock will:

(i) Immediately notify TRITON COLLEGE of any subpoenas, warrants, or other legal orders, demands or requests received by Redrock seeking Student Data and/or TRITON COLLEGE Data;

(ii) consult with TRITON COLLEGE regarding its response;

(iii) cooperate with TRITON COLLEGE's reasonable requests in connection with efforts by TRITON COLLEGE to intervene and quash or modify the legal order, demand or request; and

(iv) upon TRITON COLLEGE's request, provide TRITON COLLEGE with a copy of its response.
B. If TRITON COLLEGE receives a subpoena, warrant, or other legal order, demand or request seeking Student Data and/or TRITON COLLEGE Data maintained by Redrock, TRITON COLLEGE will promptly provide a copy to Redrock. Redrock will promptly supply TRITON COLLEGE with copies of data required for TRITON COLLEGE to respond, and will cooperate with TRITON COLLEGE’s reasonable requests in connection with its response.

16.0 DATA COMPROMISE RESPONSE

A. Immediately upon becoming aware of a Data Compromise, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Student Data or TRITON COLLEGE Data, Redrock will notify TRITON COLLEGE, fully investigate the incident, and cooperate fully with TRITON COLLEGE’s investigation of and response to the incident. Except as otherwise required by law, Redrock will not provide notice of the incident directly to the persons whose data were involved, regulatory agencies, or other entities, without prior written permission from TRITON COLLEGE.

B. Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to TRITON COLLEGE under law or equity, Redrock will reimburse TRITON COLLEGE in full for all reasonable costs incurred by TRITON COLLEGE in investigation and remediation of such Data Compromise, including but not limited to providing notification to third-parties whose data was compromised and to regulatory agencies or other entities as required by law or contract, the offering of 12 months’ credit monitoring to each person whose data were compromised; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Data Compromise.

C. Unauthorized Disclosure. Redrock shall report in writing, to TRITON COLLEGE of any use or disclosure of data not authorized by this Agreement or in writing by TRITON COLLEGE, including any reasonable belief that an unauthorized individual has accessed the data. Redrock shall make the report to TRITON COLLEGE immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after the service provider reasonably believes there has been such unauthorized use or disclosure. Redrock’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) TRITON COLLEGE data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Redrock has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action service provider has taken or shall take to prevent future similar unauthorized use or disclosure. Service provider shall provide such other information, including a written report, as reasonably requested by TRITON COLLEGE.

17.0 DATA RETENTION AND DISPOSAL

A. Redrock will use commercially reasonable efforts to retain Data for a minimum of three (3) years.
B. Using appropriate and reliable storage media, Redrock will regularly back up Student Data and TRITON COLLEGE Data and retain such backup copies for a minimum of three (3) years. At the end of that time period and at TRITON COLLEGE’s election, Redrock will either securely destroy or transmit to TRITON COLLEGE’s repository the backup copies. Upon TRITON COLLEGE’s request, Redrock will supply TRITON COLLEGE with a certificate indicating the records destroyed, the date destroyed, and the method of destruction used.

C. Redrock will immediately place a “hold” on the destruction under its usual records retention policies of records that include Student Data and TRITON COLLEGE Data, in response to a written request from TRITON COLLEGE indicating that those records may be relevant to litigation that TRITON COLLEGE reasonably anticipates. Oral requests by TRITON COLLEGE for a hold on record destruction will be reduced to writing and supplied to Redrock for its records as soon as reasonably practicable under the circumstances. TRITON COLLEGE will promptly coordinate with Redrock regarding the preservation and disposition of these records. Redrock shall continue to preserve the records until further notice by TRITON COLLEGE.

18.0 DATA TRANSFER UPON TERMINATION OR EXPIRATION

A. Upon termination or expiration of this Agreement, Redrock will ensure that all Student Data and TRITON COLLEGE Data is securely transferred to TRITON COLLEGE or a third-party designated by TRITON COLLEGE, within a reasonable period of time, and without significant interruption in service. Redrock will ensure that such migration uses facilities and methods that are compatible with the relevant systems of the transferee, and to the extent technologically feasible, that TRITON COLLEGE will have reasonable access to Student Data and TRITON COLLEGE Data during the transition.

B. Redrock will notify TRITON COLLEGE of impending cessation of its business and any contingency plans in the event of notice of such cessation. This includes immediate transfer of any Data. Redrock shall implement its exit plan take all necessary actions to ensure a smooth transition of service with minimal disruption to TRITON COLLEGE.

C. The parties agree that on the termination of services, Redrock shall, at the choice of TRITON COLLEGE, return all the personal data transferred and the copies thereof to TRITON COLLEGE or shall destroy all the personal data and certify to TRITON COLLEGE that it has done so. Redrock will also provide copies of all data generated related to TRITON COLLEGE annually.

19.0 NO DRAFTING PREJUDICE

The Parties agree that the terms of this Agreement were mutually negotiated and shall not be construed either in favor or against either of them by virtue of the extent of their involvement in preparing this Agreement.
20.0 MISCELLANEOUS

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

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

Redrock assumes full responsibility for the payment of all federal, state and local taxes incurred by Redrock as a result of this Agreement.

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.

Redrock represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations.

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.

Redrock shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Redrock certifies that it is an equal opportunity employer.

Redrock certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.

If Redrock has more than 25 employees, Redrock certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et seq.
Redrock Software Corp.
PO Box 40518
Mesa, AZ 85274
Work: 480-752-8533 ext. 208
Fax: 480-302-8595

Federal ID#: 86-0710790

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TRITON COLLEGE, District 504
Board of Trustees

Meeting of January 27, 2015

ACTION EXHIBIT NO. 15489

SUBJECT: AFFILIATION AGREEMENT WITH LITTLE COMPANY OF MARY HOSPITAL AND HEALTH CARE CENTERS, INC.

RECOMMENDATION: That the Board of Trustees approve the Affiliation Agreement between Little Company of Mary Hospital and Health Care Centers, Inc. and Triton College. This Agreement is effective when signed by both parties and is non-renewable. This Agreement will become effective when signed by both parties and will remain in effect until January 28, 2017 unless terminated by either party with two (2) weeks notice. There is no cost to the College associated with this Agreement.

RATIONALE: This Affiliation Agreement is needed to provide clinical experiences to students enrolled in the Triton College Diagnostic Sonography, Nuclear Medicine Technology, and Surgical Technology programs. This Agreement is standard for Little Company of Mary Hospital and Health Centers, and provisions normally included within Triton’s standard contract were found acceptable and included in the Affiliation Agreement.

Submitted to Board by: (Vice President) Dr. Douglas Olson

Board Officers’ Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes X No _______
Little Company of Mary Hospital and Health Care Centers, Inc.

Standard Clinical Affiliation Agreement
Triton College
AFFILIATION AGREEMENT
BETWEEN
TRITON COLLEGE
AND
LITTLE COMPANY OF MARY HOSPITAL

THIS AGREEMENT is entered into this 28th day of January, 2015, by and between Little Company of Mary Hospital and Health Care Centers, Inc. and Triton College, an Illinois Community College (hereinafter “School”) to provide clinical experience for students in the Ultrasound program.

WHEREAS, the School desires to utilize various Facility sites and Facility desires to provide access to such sites, attached hereto as Exhibit A and incorporated into the Agreement by this reference that may be available for the purpose of providing practical learning and clinical experiences in connection with students of the School.

WHEREAS, the School desires to participate in and Facility desires to provide practical experiences for School’s students through various programs, attached hereto as Exhibit B and incorporated into the Agreement by this reference, for the purpose of providing practical learning and clinical experiences in connection with students of the School;

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

A. SCHOOL RESPONSIBILITIES:

1. Provision of foundational curriculum to students. The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School’s curriculum.

2. Student professional liability insurance.

(i) Other Colleges and Universities

Unless otherwise specified in Exhibit C, the School shall maintain and provide proof to the Facility of, a professional liability insurance policy of at least One Million Dollars ($1,000,000.00) per occurrence or claim and Three Million Dollars ($3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars ($1,000,000) per occurrence or claim and Two Million Dollars ($2,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier reasonably acceptable to the facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the program. The School shall require students participating in the program to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.
3. **Designation of liaison to Facility; communications relating to clinical placements.**

The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the educational program will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

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

4. **Evidence of student certifications, vaccinations, etc.** Where applicable, the School shall inform student of the requirement to provide evidence that student has met all requirements of Exhibit C.

5. **Criminal background check and drug screen compliance.** A criminal background check and drug screen, as specified in Exhibit C, are required of each placed student prior to participation in the clinical rotation. It is the School’s responsibility to ensure that the background check and drug screening have been completed. School will inform students of the requirement to provide results to Facility and Facility shall inform School of any students with unacceptable results. Student with unacceptable results will not participate at sites where results are forbidden by Facility policy. Any student with a positive drug screen or positive background check, as determined by Facility, will not be allowed to participate in clinical activities at Little Company of Mary Hospital.

6. **School notices to students.** The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:

   (a) Follow the administrative policies, standards, and practices of the Facility.

   (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.

   (c) Provide his/her own transportation and living arrangements.

   (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.

   (e) Conform to the standards and practices established by the School while functioning at the Facility.

   (f) Obtain prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.

   (g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the
applicable standards of JCAHO and/or other relevant accrediting or regulatory bodies.

B. FACILITY RESPONSIBILITIES:

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

2. **Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.

3. **Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility, except as those students noted in Exhibit E, attached hereto and incorporated into the Agreement by this reference. The Facility shall at all times remain solely responsible for patient care.

4. **Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student’s sole responsibility to bear the cost of the emergency treatment.

5. **Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School’s designated liaison person to assure mutual participation in and surveillance of the clinical program. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.

6. **Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences when a staff member is assigned to oversee the student experiences.

7. **School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by
representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

8. **Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility’s administrative policies, standards and practices relevant to the clinical placement.

9. **FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School’s students who train at the Facility pursuant to this agreement.

C. **OTHER RESPONSIBILITIES:**

1. **Compliance with patient privacy laws.** The School agrees to abide by and inform all students and faculty of the requirement to abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility’s policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate ("Business Associate"), as described in the federal privacy regulations, the School shall, upon a date mutually agreed by the parties, abide by the conditions and requirements as stated in Exhibit D, attached hereto and incorporated into the Agreement by this reference, through the remainder of the term of this Agreement.

2. **Determination of instructional period.** The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility at least four (4) weeks prior to the onset of any clinical rotation.

3. **Determination of number of participating students.** The number of students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the clinical education program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.
4. **Evaluation of students’ clinical experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students. However, School remains solely responsible for the assignment of and determination of grades and credit.

5. **Removal of students.**

   (a) The School has the right to remove a student from a clinical education program. The School shall notify the Facility of such removal in writing.

   (b) The Facility may immediately remove any student participating in a clinical education program from the Facility’s premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School immediately by telephone and in writing of its actions and the reasons for its actions. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

D. **TERM OF AGREEMENT:**

The term of this Agreement shall be for two (2) years to commence on January 28th, 2015 and terminate on January 28th, 2017. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

E. **ADDITIONAL TERMS:**

1. **Stipulations as to liability.** Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

2. **Additional insurance coverage.** Any additional applicable insurance coverage requirements shall be set out by the parties in Exhibit C to this agreement.

3. **Qualifications of School faculty.** The School represents and warrants that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures.

4. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.
5. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

6. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

7. **Non-Discrimination.** The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation, handicap or any other factor as protected or prohibited by law, rule or regulation in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

8. **Employment status.** No assigned student or School faculty member under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such student or faculty member be entitled to any fringe benefits, Worker’s Compensation, disability benefits or other rights normally afforded to employees of the Facility.

No assigned staff or employee of Facility participating under this Agreement shall in any way be considered an employee or agent of the School nor shall any staff or employee be entitled to any fringe benefits, Worker’s Compensation, disability benefits, accrual of tenure or other rights normally afforded to employees of the School.

9. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:
If to the Facility:

Little Company of Mary Hospital and Health Care Centers
2800 West 95th Street
Evergreen Park, IL 60805
Attention: Davelle Brinker
Facsimile: 708 229 4236
Telephone: 708 229 5832

With a Copy to:
Facility Legal Counsel at:
Little Company of Mary Hospital and Health Care Centers
2800 West 95th Street
Evergreen Park, IL 60805
Attention: Kristen Laurie

If to the School:
Triton College Health Careers
2000 Fifth Avenue
River Grove IL, 60171
Attention: Dean Sandra Hughes
Facsimile: 708-583-3336
Telephone: 708-456-0300 Ext. 3617

If required: With a Copy to:
Address: ______________________________
Address: ______________________________
Address: ______________________________
Attention: ______________
Facsimile: ______________
Telephone: ______________

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

10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof. All disputes shall be resolved in the Circuit Court of Cook County.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12. No Third-Party Beneficiaries. This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective
successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

13. **Agreement binding on parties successors and assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

14. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

15. **Miscellaneous**

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

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

Facility assumes full responsibility for the payment of all federal, state and local taxes incurred by Facility as a result of this Agreement.

This Agreement is executed by an authorized representative of School in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

Facility represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations.

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.

Facility certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.

If Facility has more than 25 employees, Facility certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

For and on behalf of:

Little Company of Mary Hospital and Health Care Centers, Inc.
Facility Name

Triton College
School Name

_________________________________  ______________________________________
Signature  Signature

Printed Name: Mary Freyer  Printed Name: Mark R. Stephens

Title: Chief Operating Officer  Title: Chairman, Board of Trustees

Date: ___________________________  Date: ___________________________
EXHIBIT A

Little Company of Mary Hospital and Health Care Centers, Inc.
EXHIBIT B

Diagnostic Sonography

Nuclear Medicine Technology

Surgical Technology
EXHIBIT C
PROGRAM SPECIFIC REQUIREMENTS

Facility: Little Company of Mary Hospital and Health Care Centers, Inc.
School: Triton College
Program: Ultrasound, Nuclear Medicine, Surgical Tech

### Facility requires:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Proof of student professional and general liability insurance (paragraph A.2)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>2. Proof of comprehensive health insurance (paragraph A.2)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>3. Verification that students have met requirements for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(paragraph A.4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Current CPR health care provider card</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>b. Hepatitis vaccination</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>c. OSHA compliance for prevention of transmission of blood born pathogens and TB</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>d. Any students affiliating at Little Company of Mary Hospital and Health Care Centers, who shall have any patient contact shall provide: Proof of immunization or titer immune for measles, mumps, rubella, varicella, negative annual TB test. If TB is positive Chest x-ray and medical follow up necessary.</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Students, who shall have no patient contact, shall provide: negative annual TB test. If TB is positive Chest x-ray and medical follow up necessary.

4. Criminal background check (paragraph A.5) *
   If yes, type of check__________________________________________ X

5. Drug screen (paragraph A.5) *
   If yes, type of screening_______10 Panel Screen ____________ X

6. Acceptance of faith-based provision addendum (if included)                | X   |    |
   Exhibit E attached                                                        |

7. Evidence of relevant faculties’ certifications or licensures when necessary in specific situations. (paragraph E.3) | X   |    |

8. Additional insurance coverage (paragraph E.2)                             |   |    |
   If yes, type of insurance and coverage required                            |

9. Documentation of the yearly Influenza vaccine- If a student has a Medical or Religious Exemption documentation must be provided of reason. A Religious objection requires documentation which meets the Illinois Administrative code | X   |    |
definition of a “deeply held personal belief” A Medical Exemption requires
documentation from the primary physician.

10. Other

*In the event of a student’s positive drug screen or a positive violation on the
criminal background check, Facility will forward the student’s information to
Facility’s Human Resource Department for review in accordance with Facility
policy.

School requires:

1. Copy of relevant Facility policies (paragraph B.8)

2. Evidence of academic credentials, certifications and licensures of individual(s)
overseeing student(s) experiences (paragraph B.6)

3. Other

EXHIBIT D
Confidentiality of Protected Health Information

1. Definitions

The following definitions apply to this Exhibit to the Agreement.

a. Business Associate. "Business Associate" shall mean (Nursing School)

b. Facility. “Facility” shall mean Little Company of Mary Hospital

c. Individual. "Individual" shall refer to a patient and have all the same meaning as the term "individual" in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

d. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

e. Protected Health Information. Protected Health Information ("PHI") shall have the same meaning as the term "PHI" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Facility.

f. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.

g. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

h. Capital Terms. All other capital terms referenced herein shall bear the meaning ascribed thereto in the Agreement.

2. Obligations of Business Associate

a. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law.

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.

d. Business Associate agrees to report to the Facility any use or disclosure of the PHI not provided for by the Agreement of which it becomes aware.

e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Facility,
agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. If Business Associate obtains PHI in a Designated Record Set, Business Associate shall provide access, at the request of the Facility, and in the mutually agreed time and manner, to any such PHI in a Designated Record Set, to the Facility or, as directed by the Facility, to an Individual in order to meet the requirements under 45 CFR §164.524.

g. If Business Associate obtains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Facility directs or agrees to pursuant to 45 CFR §164.526 at the request of the Facility or an Individual, and in the mutually agreed time and manner.

h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Facility, available to the Facility or to the Secretary, in a mutually agreed time and manner or as designated by the Secretary, for purposes of the Secretary determining the Facility's compliance with the Privacy Rule.

i. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

j. Business Associate agrees to provide to the Facility or an Individual, in a mutually agreed time and manner, PHI obtained in accordance with this Agreement, to permit the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

3. **Permitted Uses and Disclosures by Business Associate**  Except as otherwise limited in the Agreement, Business Associate may use or disclose PHI to perform functions related to the clinical portion of the (Program) under the Affiliation Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Facility or the minimum necessary policies and procedures of the Facility.

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

a. The Facility shall notify Business Associate of any limitation(s) in its notice of privacy practices of Facility in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. The Facility shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. The Facility shall notify Business Associate of any restriction to the use or disclosure of PHI that the Facility has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. **Permissible Requests by the Facility.** The Facility shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Facility.

6. **Term and Termination**

   a. **Term.** The obligations of this Attachment shall be effective upon the same date as the Effective date of the Agreement and shall continue until all PHI provided by Facility to Business Associate, or created or received by Business Associate on behalf of the Facility, is destroyed or returned to Facility. If it is infeasible to return or destroy PHI, all protections are extended to such PHI, in accordance with the termination provisions in this Section of the Attachment.

   b. **Termination for Cause.** Upon the Facility's knowledge of a material breach of this Attachment by Business Associate, the Facility shall either:

      (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by and to the satisfaction of the Facility;

      (ii) Immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

      (iii) If neither termination nor cure is feasible, the Facility shall report the violation to the Secretary.

   c. Except as provided in Section 7 of this Attachment, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all PHI received from the Facility, or created or received by Business Associate on behalf of the Facility. If Business Associate destroys all or some of the PHI, Business Associate shall deliver to the Facility an authorized and executed Affidavit, attesting to the facts of such destruction. Business Associate shall retain no copies of the PHI. This subsection shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

   d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Facility notification of the conditions that make return or destruction infeasible. Upon mutual agreement between Business Associate and the Facility, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Attachment to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. **Interpretation.** Any ambiguity in this Attachment shall be resolved to permit the Facility and School to comply with the Privacy Rule.
EXHIBIT E

The following terms shall be part of the Affiliation Agreement:

1. Ethical and Religious Directives. Student and School faculty shall at all times abide by the Ethical and Religious Directives for Catholic Health Care Services, as approved by the National Conference of Catholic Bishops and amended from time to time, and as interpreted by the applicable Diocesan Bishop.

2. Students in Nursing Programs. Any student participating in a Nursing program shall receive instruction from the school’s faculty with a maximum of 8(eight) students per instructor. As such the following changes are to be made to the Agreement with regard to students in Nursing programs only:

   Patient care. While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the direct supervision of a faculty member of the School. The Facility shall at all times remain responsible for patient care.
SUBJECT: MEMORANDUM OF AGREEMENT WITH THE LOYOLA UNIVERSITY MEDICAL CENTER

RECOMMENDATION: That the Board of Trustees approve the Memorandum of Agreement between the Loyola University Medical Center and Triton College. This Agreement is non-renewable and will become effective when signed by both parties and remain in effect until January 28, 2018, unless terminated by either party with two (2) weeks written notice. There is no cost to the College associated with this Agreement.

RATIONALE: This Memorandum of Agreement between the Loyola University Medical Center and the Triton College Ophthalmology Program is needed to provide clinical experiences to students enrolled in Triton College Ophthalmology Program. This Agreement is standard for the Loyola University Medical Center and provisions normally included within Triton’s standard contract not found in this agreement are recommended by the Dean of Health Careers and Public Service Programs as a business decision.

Submitted to Board by: (Vice President) Dr. Douglas Olson

Board Officers’ Signatures Required:

Mark R. Stephens
Chairman
Diane Viverito
Secretary

Date

Related forms requiring signature: Yes X No ________
AGREEMENT BETWEEN
LOYOLA UNIVERSITY MEDICAL CENTER
and
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 504,
TRITON COLLEGE

This Agreement is hereby entered into between LOYOLA UNIVERSITY MEDICAL CENTER, an Illinois not-for-profit corporation (hereinafter “Loyola”), and BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 504, commonly known as TRITON COLLEGE, an Illinois Community College (hereinafter “School”) and shall be effective on the date set forth below.

WHEREAS, School wishes to provide a professional educational experience for its Ophthalmic Technician Program student(s) (“Student(s)”), and has asked Loyola to assist in providing that experience; and

WHEREAS, Loyola wishes to assist School in providing said professional educational experience for School’s Student(s).

NOW, THEREFORE, Loyola and School hereby agree to provide said experience under the following terms:

1. Student(s) from the School shall come to Loyola for education and training. Loyola shall determine the dates available for School’s Student(s) to train at Loyola and shall determine the number of Student(s) from School who may be training at Loyola at any given time. Loyola shall advise School of the number of Student(s) that may train at Loyola at least four (4) weeks prior to the onset of a clinical rotation.

2. Loyola shall designate a Clinical Liaison of the program at Loyola. The Clinical Liaison shall direct the planning and the implementation of the professional educational experience of School’s Student(s) at Loyola. School shall designate a member of its faculty or administration to be a liaison between Loyola and the School. School and Loyola shall work cooperatively to create a program that satisfies the learning objectives of the School.

3. Neither Loyola nor School shall discriminate against anyone applying to, enrolled in, or otherwise participating in the program contemplated under this Agreement or employed by either institution on the basis of race, color, religion, ethnicity, national origin, age, gender, sexual orientation, or marital, veteran, disability or any other factor as protected or prohibited by law, rule, or regulation.

4. School shall plan and determine the adequacy of the educational experience of the Student(s) in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to Loyola only those Student(s) who have satisfactorily
completed the prerequisite didactic portions of the School’s Ophthalmic Technician Program curriculum.

5. If Loyola accepts a student, Loyola shall provide instruction and professional experience in aspects of Ophthalmic Technology, which is a part of the on-going function of Loyola. The term “practice” as used herein means clinical, administrative responsibilities and/or research provided by a staff member.

6. Loyola shall provide and maintain records and reports required by the School for conducting the educational program. School shall provide and maintain the records and reports required by Loyola for conducting clinical learning experiences of its Student(s) under this Agreement and shall maintain sole responsibility for assigning grades for the clinical education experience. Both Loyola and School shall comply with the applicable requirements of the Family Educational Rights and Privacy Act of 1974, otherwise known as the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School’s Student(s) who train at Loyola’s facilities.

7. Loyola shall be under no obligation to maintain any facilities for the program of professional educational experience other than those which Loyola ordinarily maintains in the course of its own business. Representatives of School shall have the right to inspect Loyola’s facilities upon reasonable request.

8. Loyola, in the interest of the safety and well-being of its patients and staff, reserves the right to terminate any student from the clinical site at any time and for any reason related to the student’s performance in the program. Said action shall be at the sole reasonable discretion of Loyola and shall not be subject to any substantive or procedural rules of School governing student rights. In the event of such a termination, Loyola shall notify School verbally and in writing within 48 hours after the student’s dismissal from the clinical site.

9. Loyola shall provide emergency medical care for Student(s) of School participating in the program who require such care. Each student receiving emergency medical care or any other type of medical care at Loyola shall be solely responsible for paying for such services rendered by Loyola.

10. Before coming to Loyola, each of School’s Student(s) participating in the program must receive training from the School regarding patient confidentiality and the standard rules and regulations for maintaining and safeguarding patient confidentiality, including the Health Insurance Portability and Accountability Act (“HIPAA”). Proof of said training shall be made available to Loyola upon Loyola’s request. Any student’s breach of confidential information or disclosure to an unauthorized party will result in the immediate discontinuation of the Student’s experience at Loyola.
11. Each of School’s students participating in the program must read and sign the Loyola University Health System/CHE Trinity Health Confidentiality and Network Access Agreement before coming to Loyola. Any student’s breach of the Confidentiality and Network Access Agreement will result in the immediate discontinuation of the student’s experience at Loyola.

12. Each of School’s Student(s), while participating in the program, shall wear a name tag to identify him or her as a student.

13. All of Loyola’s rules and regulations shall apply to each student of School participating in the program at Loyola. While at Loyola, Student(s) shall have the status of learners, and are not to replace Loyola staff, and are not to render patient care and/or service except as identified for educational value as delineated in the educational program. Any such direct contact between a student and a patient shall be under the direct supervision of a Loyola faculty or professional staff member. Loyola shall at all times remain responsible for patient care.

14. School shall inform Student(s) that while at Loyola, a Student’s personal use of cell phones and other electronic devices must not interfere or inhibit patient care or Loyola operations. Student use of cell phones/electronic devices is limited to activities, which enhance education, such as accessing medical literature and medical dictionaries or researching drugs and infectious diseases. Student(s) may not use cell phones/electronic devices to take pictures of or record (video/audio) patients, Loyola employees or Loyola property/facilities. Any student found violating this provision shall be subject to immediate removal from the patient care experience at Loyola.

15. The parties agree to comply with HIPAA and any and all state, federal and/or administrative regulations promulgated thereunder, as well as applicable Loyola policies. This may include requiring each Student to sign a confidentiality agreement.

16. Both Parties shall indemnify, defend, protect and hold harmless the other Party and all of its entities, affiliates, employees, agents, directors, officers, trustees successors and assigns, from and against any and all losses, liability, claims, suits, proceedings, damages, and allegations, of any kind, including but not limited to all attorney fees, costs and expenses, brought by any person or entity, arising out of the indemnifying Party’s (including indemnifying Party’s affiliates, employees, agents, directors, officers, successors and assigns), failure to comply with the terms or conditions of this Agreement or for any and all injury, liability, loss, claims, suits, proceedings, damages and allegations, of any kind, including but not limited to all attorney fees, costs and expenses, arising from the Party’s (including Party’s affiliates, employees, agents, directors, officers, successors and assigns), misconduct, in performing under or in any way connected with this Agreement.

Both Parties are required to notify the other within 10 days of receipt of any
lawsuits, claims, suits, proceedings or notices of intent to file a lawsuit based in any manner on services rendered pursuant to this Agreement. If both Parties have an obligation to the other under the foregoing provisions, comparative fault principles shall be applied to allocate payment between the Parties.

17. School shall inform all Students of the requirement to obtain Rubeola, Rubella, Mumps, Varicella, and Hepatitis B immune titers and a record of current TDAP prior to placement with Loyola. School shall inform all Students of the requirement to comply with Loyola’s Tuberculin testing requirements. School shall also inform all Students of the requirement to obtain seasonal flu vaccination (between the months of October and April) in accordance with Loyola policy as well as color vision testing prior to placement with Loyola. School shall be responsible for keeping records of said clearances. Upon request, School shall inform Students to provide Loyola with evidence of said clearances.

18. School shall inform all Students of the following requirements prior to placement with Loyola:

   a. a passing score of 80% on all Loyola testing;
   b. a current CPR card from a recognized healthcare provider course, as applicable;
   c. negative 5-panel drug screen;
   d. felony and misdemeanor criminal background check showing “no findings;”
   and
   e. a check of the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities showing “no findings” (available through the Internet at (http://oig.hhs.gov/exclusions).

School shall inform Students that he/she is responsible for obtaining and maintaining records of the above requirements. Upon request, School shall inform Student to provide Loyola with evidence that said requirements have been satisfied. Any Student(s) who do not satisfy the above requirements will not be placed at Loyola.

19. Before beginning the program, School must present to Loyola evidence of the following insurance:

   a. General liability insurance in a minimum amount of One Million Dollars ($1,000,000) per claim and Five Million Dollars ($5,000,000) in the annual aggregate.
   b. Professional liability insurance with limits of One Million Dollars $1,000,000 per claim and Three Million Dollars $3,000,000 in the annual aggregate.
   c. Worker’s compensation insurance is required in amounts in accordance with state laws, as applicable.
   d. Privacy and Network Liability insurance in a minimum amount of Five Million Dollars ($5,000,000) per incident and in the annual aggregate.
e. Professional liability (E&O) insurance in a minimum amount of One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) in the annual aggregate. Proof of said insurance must be presented to Loyola before a participating student may begin his or her professional experience. Said insurance may not be canceled without thirty (30) days notice to Loyola. In the event professional liability insurance covering a participating student is canceled, said student shall no longer be eligible to participate in the professional experience.

Loyola shall present to School evidence of professional liability insurance in the amount of $1,000,000 per occurrence and $3,000,000 in the aggregate. Proof of said insurance must be presented to School before participating students begin the professional experience. Said insurance may not be canceled without thirty (30) days notice to School. In the event professional liability insurance is canceled, this Agreement shall immediately terminate.

20. School hereby certifies that School, including any and all of its owners, employees, independent contractors or any entity in which it has a direct or indirect ownership interest are not now nor have they ever been (1) convicted of a criminal offense related to healthcare fraud or (2) excluded, debarred, sanctioned or otherwise ineligible for participation in a “Federal Health Care Program” as defined at 42 U.S.C. 1320a-7(b)f or in any other government payment program. School hereby further certifies that it will immediately notify Loyola upon receipt of any indication, whether or not official, that it shall be excluded, debarred, sanctioned or otherwise rendered ineligible from any federal health care program as defined above or in any other government payment program, for any reason during the term of this Agreement.

21. School hereby agrees that it will not use the names "Loyola University of Chicago," "Loyola University Health System," "Loyola University Medical Center," "Loyola," “Trinity Health” or “Trinity” in any written material including but not limited to brochures, letters, circulars, without the prior written consent of Loyola, which shall not be unreasonably denied or withheld.

22. School and Loyola are independent entities. Nothing in this Agreement shall be construed to create a relationship of employer and employee, principal and agent, joint venturers, partners or any relationship other than independent contractors. None of the benefits of employment available to employees of School shall be available to Loyola employees, including the accrual of tenure.

23. Nothing in this Agreement is intended to or shall create any rights or remedies in any third parties.

24. This Agreement may be changed only by written amendment signed by authorized agents of both parties thereto. Any attempt to amend this Agreement without mutual written consent of the authorized agents shall be void.
25. This Agreement may not be assigned without the express written consent of the authorized agents both parties. Any attempt to assign this Agreement without mutual written consent shall be void.

26. No failure by either party to insist upon the strict performance of any term of Agreement shall constitute a waiver of any such breach of such term. No waiver of any breach shall affect or alter this Agreement, but each and every term shall continue in full force and effect.

27. In the event any provision of this Agreement is rendered invalid or unenforceable by an Act of Congress or of the Illinois Legislature, or by any regulation duly promulgated by the officers of any agency of the United States or of the State of Illinois acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall, subject to the next portion of this section, remain in full force and effect. In the event that a provision of this Agreement is rendered invalid or unenforceable or declared null and void as described in the preceding sentence and its removal has the effect of materially altering the obligations of either party in such manner as, in the judgment of the party affected (a) will cause serious financial hardship to such party; or (b) will cause such party to act in violation of its corporate articles or bylaws, the party so affected shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party as provided in §28 hereof.

28. This Agreement contains the entire agreement between School and Loyola relating to the rights granted and the obligations assumed by this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

29. The waiver of the breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

30. This Agreement shall be governed by the laws of the State of Illinois. All disputes shall be resolved in the Circuit Court of Cook County.

31. Any notice required to be given pursuant to the terms of this Agreement shall be in writing, postage prepaid and shall be personally delivered or sent by certified mail, return receipt requested, to School or to Loyola. The notice shall be effective on the date personally delivered or the date of receipt indicated on the return receipt, as the case may be.

   Any notice provided to Loyola shall be directed to:

   Allyson Hansen
VP, Ambulatory Operations
Loyola University Medical Center
2160 South First Avenue
Maywood, Illinois 60153

With a Copy to:

Vice President and General Counsel
Office of the General Counsel
Loyola University Medical Center
2160 South First Avenue
Maywood, Illinois 60153

If to the School:

Dr. Sandy Hughes
Dean of Health Careers
Triton College
2000 5th Avenue
River Grove, Illinois 60171

With a Copy to:

Kusper & Raucci Chartered
33 North Dearborn Street
Suite 1530
Chicago, Illinois 60602

32. This Agreement is executed by an authorized representative of School in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

33. Loyola represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations.

34. This Agreement shall commence on January 28, 2015 and continue in force and effect for a period of one year thereafter (initial period). After the initial period, this Agreement shall automatically renew for three successive one year periods unless terminated by the parties. Either party may terminate this Agreement at anytime by giving the other party ninety (90) days advanced written notice. Student(s) placed at Loyola at the time of termination shall be given the opportunity to complete their clinical experience at Loyola, such completion not to exceed ninety (90) days.

Loyola assumes full responsibility for the payment of all federal, state and local taxes incurred by Loyola as a result of this Agreement, if any.
Loyola certifies that it maintains a written sexual harassment policy.

Loyola certifies that it maintains a Drug Free Workplace policy.

Signatures on following page.

IN WITNESS WHEREOF, Loyola and School have executed this Agreement.

LOYOLA UNIVERSITY
MEDICAL CENTER:  

________________________    __________________________
Allyson Hansen            Mark R. Stephens
VP Ambulatory Operations  Chairman

________________________    __________________________
Date                        Date
SUBJECT: EDUCATIONAL AFFILIATION AGREEMENT WITH ADVOCATE HEALTH AND HOSPITALS CORPORATION D/B/A ADVOCATE MEDICAL GROUP

RECOMMENDATION: That the Board of Trustees approve the Educational Affiliation Agreement with Advocate Health and Hospitals Corporation D/B/A Advocate Medical Group and Triton College. The term of this Agreement is for three (3) years, beginning May 1, 2014 and running through April 30, 2017. The Agreement may be cancelled at any time by either party provided forty-five (45) days written notice is given. There is no cost to the College associated with this Agreement.

RATIONALE: This Educational Affiliation Agreement enables students enrolled in Triton College’s Nuclear Medicine program to participate in clinical rotations at Advocate Medical Group Centers. This is Advocate Health and Hospitals Corporation standard contract which has been reviewed by Triton College attorneys and no edits exchanged. Provisions not included within Triton College’s standard contract are recommended by the Dean of Health Careers and Public Services as a business decision.

Submitted to Board by: (Vice President) Dr. Douglas Olson

Board Officers’ Signatures Required:

Mark R. Stephens  Diane Viverito  Date
Chairman  Secretary
Related forms requiring signature: Yes X No
AFFILIATION AGREEMENT
BETWEEN
TRITON COLLEGE
AND
ADVOCATE HEALTH AND HOSPITALS CORPORATION
D/B/A ADVOCATE MEDICAL GROUP

THIS AGREEMENT (the “Agreement”) is entered into 9th day of April 2014, by and between Advocate Health and Hospitals Corporation, an Illinois nonprofit corporation (“AHHC”), d/b/a Advocate Medical Group (“AMG”) and Triton College (“School”).

WHEREAS, School desires to utilize various AMG physician practice sites (Exhibit A) that may be available for the purpose of providing practical learning and clinical experiences in connection with students enrolled in the Diagnostic Medical Sonography Program.

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

A. SCHOOL RESPONSIBILITIES:

1. **Provision of Foundational Curriculum to Students.** School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to AMG only those students who have satisfactorily completed the prerequisite didactic portion of the School’s curriculum.

2. **Proof of Student Health Insurance.** School shall provide AMG with proof of health insurance coverage for its students who will be on AMG premises.

3. **Student and Faculty Liability Insurance.** Each student and school faculty shall be covered by professional liability insurance with such company, or funded self-insurance plan, and in such form as is acceptable to AMG. Each student and school faculty shall be covered by professional liability insurance with a commercial insurance carrier or funded self-insurance plan, with minimum limits of $1,000,000/$3,000,000 if it is a group policy or $1,000,000/$1,000,000 if they are individual insurance contracts. Prior to any student commencing his or her training at AMG, School shall deliver to AMG a Certificate of Insurance, providing that such insurance may not be canceled without sixty (60) days prior written notice to AMG in the event of cancellation, nonrenewable, or material change. If such insurance coverage for professional liability is on a claims-made basis, or if a claims made policy is canceled, either School or student faculty agrees to purchase the Unlimited Reporting Endorsement with limits of $1,000,000/$3,000,000 or $1,000,000/$1,000,000 based on the above criteria with minimum reporting time limits not less than four (4) years. In the event a Certificate of Insurance providing evidence of professional liability insurance is not provided or if the professional liability coverage is canceled, then the School shall indemnify, exonerate,
defend and hold harmless AMG, its parents, affiliates, subsidiaries, employees, officers and directors, from and against any and all claims, costs, expenses, judgments or fees, including reasonable attorney's fees, arising from any negligent act or omission of students providing services under this Agreement, School, its directors, officers, employees, or agents.

(a) Each student and school faculty shall be covered by general liability insurance with such company and in such form as is acceptable to AMG. Each student and school faculty shall be covered by general liability insurance with a commercial insurance carrier or funded self-insurance plan, with minimum limits of $1,000,000/$2,000,000. In the event a Certificate of Insurance providing evidence of general liability insurance is not provided, or if the general liability coverage is canceled, then the School shall indemnify and hold harmless AMG, its parents, affiliates, subsidiaries, employees, officers and directors for any claims, suits or damages resulting from any injuries or damages sustained by students and faculty while engaging in the clinical affiliation.

(b) Nothing herein shall be deemed to create an employee-employer relationship between the students and AMG, and such students and faculty are not to be considered as employees of AMG for the benefits that accrue to or are provided by AMG to its employees, including Workers' Compensation.

(c) Notwithstanding anything in Section D to the contrary, School shall notify AMG no less than sixty (60) days prior to any change in insurance coverage or insurance carrier. In the event insurance coverage is not provided or is canceled, AMG may immediately terminate this Agreement upon delivery of written notice so stating to school (provided, however, that such termination shall not affect School’s indemnity obligations to AMG under Paragraph 3 for liability, if any, that accrued prior to termination).

4. **Designation of Liaison to AMG; Communications Relating to Clinical Placements.** The School will designate a faculty member to coordinate and act as the liaison person with AMG. The assignments to be undertaken by the students participating in the educational program will be mutually arranged and a continuous exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

5. **Evidence of Student/Faculty Certifications, Vaccinations, etc.** The School shall provide evidence that each student and School faculty who will be on-site at AMG has met all AMG requirements prior to the start of the rotation. Requirements to include: letter of good standing, current professional and general liability insurance certificate, current CPR certification, proof of current vaccination and TB testing as per the AMG Medical and Immunization Clearance Form, OSHA compliance education for prevention of transmission of blood borne pathogens and TB, and HIPAA education. AMG requirements are subject to change based on policy and accreditation guidelines.
6. **Criminal Background Check and Drug Screen Compliance.** Where applicable, criminal background check, as required by and acceptable to AMG, is required of each placed student prior to participation in the clinical rotation. It is the School’s responsibility to ensure that the background check has been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by policy.

7. **School Notices to Students.** The School shall notify each student prior to his/her arrival that he/she is responsible for:

   (a) Following the administrative policies, standards, and practices of AMG.

   (b) Obtaining medical care at his/her own expense for any injuries sustained as a direct or indirect result of their affiliation with AMG.

   (c) His/her own transportation and living arrangements.

   (d) Reporting to AMG on time and following all established regulations during the regularly scheduled operating hours of AMG.

   (e) Conforming to the standards and practices established by the School while functioning at AMG.

   (f) Obtaining prior written approval of AMG and the School before publishing any material relating to the clinical learning experience.

B. **AMG RESPONSIBILITIES:**

1. **Provision of Facilities for Supervised Clinical Experiences.** Subject to the provisions of Section C.2 of this Agreement, AMG agrees to make the appropriate facilities available to the School in order to provide supervised clinical experience to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary AMG procedures.

2. **AMG Rules Applicable to Students During Clinical Assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of AMG and imposed by AMG on its employees and agents with regard to following the administrative policies, standards, and practices of AMG.

3. **Removal of Students.** In any situation in which, in the sole opinion of AMG, a patient's welfare or AMG's operation may be adversely affected, AMG may take immediate corrective measures without prior consultation with School, but shall notify
School immediately thereafter. In any situation not involving patient welfare, in which a student is not performing satisfactorily, in AMG's opinion, resolution will involve mutual agreement of the parties.

4. **Patient Care.** While at AMG, students will have the status of learners, are not to replace AMG staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of AMG. AMG shall at all times remain responsible for patient care.

5. **Designation of Liaison to School; Communications Relating to Clinical Placements.** AMG shall designate and submit in writing to the School, the name and professional and academic credentials of a person to be responsible for coordinating the clinical placements, herein referred to as "Clinical Experience Coordinator." That person shall maintain contact with the School’s designated liaison person to assure mutual participation in and surveillance of the clinical program. AMG shall notify the School in writing of any change or proposed change of the Clinical Experience Coordinator.

6. **School Tour of AMG.** AMG shall, on reasonable request and subject to legal restrictions upon disclosure of patient health information, permit a tour of its clinical facilities, services available for clinical experiences, and such other items pertaining to the clinical learning experiences by representatives of the School or agencies, or both, charged with responsibility for approval of the facilities or accreditation of the curriculum.

7. **Student Orientation.** AMG shall, at the commencement of a student's placement, provide the student an orientation as to AMG's administrative policies, standards and practices relevant to the clinical placement.

8. **AMG Liability Insurance.** AMG shall maintain the following insurance:

   (a) Professional liability insurance in amounts not less than $1,000,000 per occurrence and $3,000,000 in the aggregate covering AMG and its employees.

   (b) Comprehensive general liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the annual aggregate.

9. **Emergency Treatment of Students.** Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student’s responsibility to bear the cost of the emergency treatment.
10. **FERPA Compliance.** AMG shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School’s students who train at an AMG site pursuant to this agreement.

C. **JOINT RESPONSIBILITIES:**

1. **Determination of Instructional Period.** The course of instruction will cover a period of time as arranged between the School and AMG. The beginning dates and length of experience shall be mutually agreed upon by the School and AMG.

2. **Determination of Number of Participating Students.** The number of students eligible to participate in the clinical placement will be mutually determined by agreement of the parties and may be altered by mutual agreement. Notwithstanding the foregoing, AMG and School agree and understand that the availability of clinical placements at AMG during the term of this Agreement may periodically be affected by a variety of factors. In the event of such events, AMG may reduce the number of students eligible to participate in the clinical education program with prior notice to the School and adequate time for School to reassign the student(s) to another clinical site. AMG agrees further to accommodate students of School who are similarly displaced from other clinical affiliates of School to the extent that clinical space is available at AMG.

3. **Evaluation of Students’ Clinical Experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by School and AMG. Regular communication will be jointly maintained by appropriate School and AMG staff for the purpose of reviewing and evaluating current clinical experiences being offered to students.

D. **TERM OF AGREEMENT:** The term of this Agreement shall be for three (3) years, to commence on May 1, 2014 and terminate on April 30, 2017. Either party may terminate this Agreement at any time, with or without cause, upon forty-five (45) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.
E. ADDITIONAL TERMS:

1. **Accreditation.** School represents and warrants that it is and, for the term of this Agreement, will be approved by the Illinois Board of Higher Education and accredited by a crediting body that is recognized by Council for Higher Education Accreditation or the U.S. Department of Education, and that faculty is appropriately certified and/or licensed. School will provide AMG with copies of all accreditations/certifications/licensures upon request.

2. **Qualifications of School Faculty.** The School represents and warrants that relevant faculty members are appropriately certified and/or licensed. The School will provide AMG with copies of evidence of certifications or licensures as requested.

3. **Independent Study Programs.** Students of School desiring to participate in independent study programs at School shall submit a summary outline and timetable for the proposed independent study program to School’s designated Clinical Experience Coordinator. The proposed independent study program must be approved by both the School and AMG prior to a student commencing such a program. School shall designate a preceptor for each student engaged in an independent study program. All other terms and conditions of this Agreement which are not inconsistent with those set forth in this Article shall apply to independent study clinical experiences.

4. **Assignment.** This Agreement may not be assigned without the prior written consent of the other party, except that AMG may assign this Agreement to another entity which now or in the future is affiliated with Advocate Health Care Network.

5. **Amendments and Waivers.** This Agreement may be amended, modified or varied only by agreement in writing, duly executed by the party against whom enforcement of any amendment, waiver, change, modification, consent or discharge is sought. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the continuing waiver of the same or any other term or condition.

6. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same be in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

7. **Change in Law.** Upon a change in, or the interpretation of, the Medicare or Medicaid programs or any other federal or state statutes, rules, regulations, principles or interpretations, which renders this Agreement or any of the material terms of this Agreement unlawful or unenforceable, the parties shall initiate the renegotiation of the affected term or terms of this Agreement, so as to remedy the impact of the change in law in a manner that shall maintain substantially, to the extent permitted by law, the economic
and other relationships of the Parties pursuant to this Agreement. In the event the parties cannot successfully renegotiate the affected term or terms of this Agreement within thirty (30) days after delivery of written notice by either party requesting such negotiations, the Agreement shall immediately terminate.

8. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

9. **Non-Discrimination.** It is agreed by both parties that there shall be no discrimination on the basis of race, color, sex, age, religion, national origin, handicap or any other factor pursuant to 42 U.S.C. Section 2000d or the regulations thereto, as may be amended or superseded from time to time.

10. **Confidentiality/Protected Health Information.** School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy and a patient's protected health information ("PHI"). Further, School shall require that students and faculty de-identify all documents created and/or utilized for educational purposes outside of AMG. This shall include, at a minimum, removal of patient name, date of birth, address, medical record number, insurance information, social security number and other personal information that could be used to identify a patient.

11. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of School, by notifying AMG, and in the case of AMG, by notifying School:

If to AMG:

Advocate Health Care  
3075 Highland Parkway, Suite 600  
Downers Grove, IL 60515  
Attn: President, Advocate Medical Group  
Facsimile: (630) 929-9920

With a copy to:
If to School:

Triton College  
2000 Fifth Avenue 
River Grove, Illinois 60171 
Attn: Sandra Hughes, Ph.D., Interim Dean  
Health Careers and Public Service  
Facsimile: (___) ___-____

With a copy to:

______________________________________________
______________________________________________
______________________________________________
Attn: _________________________
Facsimile: (___) ___-____

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

12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14. **No Third Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

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

ADVOCATE HEALTH AND HOSPITALS CORPORATION
D/B/A ADVOCATE MEDICAL GROUP

By:____________________________
   James R. Dan, M.D., F.A.C.P.
   President

TRITON COLLEGE

By:____________________________
   Mark R. Stephens, Chairman
   Triton College Board of Trustees
## EXHIBIT A

### ADVOCATE MEDICAL GROUP SITES

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<thead>
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<th>Algonquin</th>
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<tr>
<td>2298 County Line Rd</td>
<td>9550 W 167th St</td>
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<td>Algonquin, IL 60084</td>
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<td>825 Golf Rd</td>
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<td>1301 S Barrington Rd</td>
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<td>595 William Latham Drive</td>
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<td>Irving &amp; Western</td>
<td>Sykes</td>
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<td>2545 South Dr. Martin L. King Drive</td>
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<tr>
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<td>Halsted &amp; Blackhawk</td>
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<td>Logan Square</td>
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<tr>
<td>Chicago, IL 60647</td>
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</table>
EXHIBIT A

ADVOCATE MEDICAL GROUP CENTRAL REGION SITES

[Continued]

AMG NEUROLOGY
1302 FRANKLIN AVENUE, SUITE 2500
NORMAL, IL 61761

AMG PHYSICAL MEDICINE & REHAB
1302 FRANKLIN AVENUE, SUITE 2500
NORMAL, IL 61761

AMG ENDOCRINOLOGY
1302 FRANKLIN AVENUE, SUITE 2500
NORMAL, IL 61761

AMG EL PASO
385 S. ORANGE STREET
EL PASO, IL 61738

AMG LEXINGTON
307 W. MAIN STREET
LEXINGTON, IL 61753

AMG ENT SURGICAL ASSOCIATES
207 LANDMARK DRIVE
NORMAL, IL 61761

AMG FAIRBURY
115 E. WALNUT
FAIRBURY, IL 61739

AMG IMMEDIATE CARE AND OCCUPATIONAL HEALTH
3024 E. EMPIRE
BLOOMINGTON, IL 61704

AMG LEROY
911 S. CHESTNUT
LEROY, IL 61752

AMG FAMILY MEDICINE AND IMMEDIATE CARE
1302 FRANKLIN AVENUE, SUITE 1100
NORMAL, IL 61761

AMG PEDIATRICS
1302 FRANKLIN AVENUE, SUITE 2500
NORMAL, IL 61761

AMG PEDIATRICS BLOOMINGTON

3024 E. EMPIRE STREET
BLOOMINGTON, IL 61704

AMG FAMILY MEDICINE BLOOMINGTON
3024 E. EMPIRE STREET
BLOOMINGTON, IL 61704

AMG GENERAL & COLORECTAL SURGICAL ASSOCIATES OF CENTRAL IL
1300 FRANKLIN AVENUE, SUITE 210
NORMAL, IL 61761

AMG EUREKA
105 S. MAJOR STREET
EUREKA, IL 61530

AMG ROANOKE
415 W. FRONT STREET
ROANOKE, IL 61561

AMG BEHAVIORAL HEALTH
403 W. VIRGINIA AVENUE
NORMAL, IL 61761

AMG BEHAVIORAL HEALTH
303 N. HERSHEY, SUITE 2C
BLOOMINGTON, IL 61704

AMG ILLINOIS HEART & LUNG ASSOCIATES (CARDIOLOGY)
1302 FRANKLIN AVENUE, SUITE 4500
NORMAL, IL 61761

AMG ILLINOIS HEART & LUNG ASSOCIATES (PULMONOLOGY)
1302 FRANKLIN AVENUE, SUITE 3400
NORMAL, IL 61761

AMG ILLINOIS HEART & LUNG ASSOCIATES
1508 W. REYNOLDS, SUITE A
PONTIAC, IL 61764
EXHIBIT B

CERTIFICATES OF INSURANCE
SUBJECT: PATIENT RESOURCE VOLUNTEER AGREEMENT WITH THE AMERICAN CANCER SOCIETY, INC.

RECOMMENDATION: That the Board of Trustees approve the Patient Resource Volunteer Letter of Agreement between the American Cancer Society, Inc., and Triton College. This Agreement is effective when signed by both parties and is non-renewable. This Agreement will become effective when signed by both parties, and will remain in effect until January 28, 2016 unless terminated by either party with thirty (30) days notice. There is no cost associated with this Agreement.

RATIONALE: This Patient Resource Volunteer Letter of Agreement between the American Cancer Society, Inc., and the Triton College Programs are needed to provide volunteer experiences to students enrolled in Triton College Health Career Programs. This Agreement is standard for the American Cancer Society, Inc., and provisions normally included within Triton’s standard contract were found acceptable and included in the Patient Resource Volunteer Letter of Agreement.

Submitted to Board by: (Vice President) Dr. Douglas Olson

Board Officers’ Signatures Required:

<table>
<thead>
<tr>
<th>Mark R. Stephens</th>
<th>Diane Viverito</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairman</td>
<td>Secretary</td>
<td></td>
</tr>
</tbody>
</table>

Related forms requiring signature: Yes X No
PATIENT RESOURCE VOLUNTEER
LETTER OF AGREEMENT

THIS PATIENT RESOURCE VOLUNTEER AGREEMENT (“Agreement”) is made and entered into this 28th day of January, 2015 by and between the American Cancer Society, Inc., with an office located in at 1801 South Meyers Road, Ste. 100, Oakbrook Terrace, Illinois 60181, (“ACS”) and Community College District 504, commonly known as Triton College, River Grove, Illinois

1. Purpose of the Agreement. ACS and Triton College shall collaborate to:
   
   A. Assist cancer patients and their families with information and access to services provided by the American Cancer Society. Triton College volunteers shall also offer permitted administrative assistance to Hospital staff at local Hospital Cancer Centers that is related to the information and access services provided by ACS.
   B. Provide Triton College students in an Allied Health Field of studies an understanding of the patient and caregiver journey after a cancer diagnosis.

2. Responsibilities of ACS. ACS, at its sole cost and expense, shall provide the following:
   
   A. Orientation. ACS shall orient and provide any relevant and necessary training to all participating Triton students and Faculty to include completion of ACS’ volunteer confidentiality training requirements. ACS will also coordinate any orientation or required processes that are mandated by the hospital or the Triton College accreditation requirements.
   B. Feedback. ACS shall keep Triton informed of any issues involving the student volunteers. ACS will also offer feedback to Triton students at the end of each semester.
   C. Books and Pamphlets. ACS shall provide all ACS books, pamphlets, and similar materials for use in the Center. ACS will restock these materials as needed.
   D. Monitoring. ACS shall monitor the program to maintain quality and consistency.
   E. Availability. ACS shall advise Triton College of the sites and number of volunteers that Triton College may place at a site no less than two (2) weeks prior to the onset of the volunteer experience.

3. Rights and Responsibilities of Triton College
   
   A. The Triton College student shall be informed of the requirements he/she needs to adhere to in order to protect both ACS and Triton College from unlawful disclosure any confidential or proprietary information learned about the hospital or its patients, employees, agents or representatives and has been informed that all identifiable patient information, including without limitation, the name of a patient or the fact that he or she may be treated by the hospital, is confidential and may not be disclosed.
   B. Triton College shall only place students at an ACS site that have completed the necessary and appropriate training.
4. **Use of Name/Joint Marketing Plan.**

During the Term of this Agreement, ACS may grant Triton College permission to use the American Cancer Society’s name, logo, trademarks and other intellectual property belonging to ACS (“ACS Intellectual Property”). At no time during this Agreement will Triton College use any ACS Intellectual Property without the prior written approval of ACS. All rights and licenses of any kind not expressly granted in this Agreement are exclusively reserved for ACS. No title to or ownership of the ACS Intellectual Property, or any part thereof, is hereby transferred to Triton College. Triton College will submit to ACS for ACS’s prior written approval the materials, scripts, or any other communications medium that include any ACS Intellectual Property. ACS shall have at least five (5) business days from the date of receipt to review and approve all use of ACS Intellectual Property. A fax or e-mail will be deemed “writing” for purposes of such approval. Triton College must adhere to ACS’s graphic standards set forth at www.acsbrand.org and agrees that such standards will not be altered or modified in any way. Upon termination or expiration of this Agreement, Triton College will cease any and all use of the ACS name, logo, trademark and other intellectual property.

During the Term of this Agreement, Triton College may grant ACS permission to use the Triton College’s name, logo, trademarks and other intellectual property belonging to Triton College (“Triton Intellectual Property”). At no time during this Agreement will ACS use any Triton Intellectual Property without the prior written approval of Triton College. All rights and licenses of any kind not expressly granted in this Agreement are exclusively reserved for Triton College. No title to or ownership of the Triton Intellectual Property, or any part thereof, is hereby transferred to ACS. ACS will submit to Triton College for Triton College’s prior written approval the materials, scripts, or any other communications medium that include any Triton Intellectual Property. Triton College shall have at least five (5) business days from the date of receipt to review and approve all use of Triton Intellectual Property. A fax or e-mail will be deemed “writing” for purposes of such approval. Upon termination or expiration of this Agreement, ACS will cease any and all use of the Triton College’s name, logo, trademark and other intellectual property.

5. **Term and Termination.** This Agreement shall commence as of the date first written above and shall continue for twelve (12) months unless terminated by either party upon 30-day prior written notice. Except in the case of a material breach of the terms and conditions stated herein, all Triton students participating in a volunteer rotation at the time of termination shall be permitted to complete the rotation under the terms and conditions stated herein.

6. **Limited Liability.** ACS agrees to hold harmless and indemnify Triton College, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton College, its officers, agents, trustees or employees, including reasonable attorneys’ fees and expenses, arising out of the acts or omissions of ACS, its officers, agents or employees, under this Agreement.

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

7. Miscellaneous.
Each party assumes full responsibility for the payment of all federal, state and local taxes incurred by such party as a result of this Agreement.

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.

ACS represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations. ACS shall make its personnel and facilities available to Triton College accreditation and licensing agencies as reasonably necessary.

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.

ACS shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. ACS certifies that it is an equal opportunity employer.

ACS certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.

ACS certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois regardless of any conflict of laws provision. All disputes arising out of this Agreement, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois.

Confidential Information. The parties agree not to disclose to any third party the terms of this Agreement or anything related to its terms (except to its employees and agents as necessary to effect the purposes of this Agreement) or any sensitive information, including without limitation proprietary and/or confidential information, about the other party and its businesses and operations that it may have access to and/or become acquainted with in the course of the discharge of its duties hereunder or otherwise. The obligations of this paragraph will not apply to (i) any information which is or comes into the public domain through no fault of the party receiving the information, (ii) any information in the possession of the receiving party in written form as of the Effective Date hereof, or (iii) any information which is required to be disclosed by order of a court or tribunal of competent jurisdiction or by any applicable law, rule or regulation. To ensure appropriate confidentiality of electronic confidential information (and in compliance with applicable law), Triton College will use
appropriate safeguards to prevent unauthorized or inappropriate use or disclosure of confidential information.

**Tobacco Affiliation.** “Tobacco Company” means any company that manufactures tobacco products and is commonly considered to be part of the tobacco industry, including subsidiaries and parent companies, as well as philanthropic foundations and other organizations closely linked with the tobacco industry. Triton College represents and warrants that Triton College is (i) not a Tobacco Company; (ii) does not own 5% or more of a Tobacco Company; and (iii) is not an entity that is 5% or more owned by a Tobacco Company. In no event will Triton College employ any entity or assign, subcontract, or delegate, directly or indirectly any work to any entity under this Agreement if such is a Tobacco Company. Triton College, its employees, contractors and subcontractors will adhere to ACS’s no smoking policy when on ACS premises.

Insurance. Prior to commencing activity under this Agreement, Triton College will obtain, and thereafter maintain, commercial general liability insurance (including product and contractual liability insurance in an occurrence form), providing adequate protection for ACS as an additional insured on Triton College’s policy, resulting from or in connection with any of the circumstances described in Section 6 of this Agreement. Triton College agrees that such insurance policy or policies will provide coverage of at least $2,000,000 for personal, advertising, property damage and bodily injury and contractual liability arising out of each occurrence, and not less than $5,000,000 for aggregate claims during a twelve (12) month period or Triton College’s standard insurance policy limits, whichever is greater. In addition, Triton College will maintain coverage for worker’s compensation in an amount reasonable and appropriate for the circumstances and as required by law.

Prior to commencing activity under this Agreement, ACS will obtain, and thereafter maintain, commercial general liability insurance (including product and contractual liability insurance in an occurrence form), providing adequate protection for Triton College as an additional insured on ACS’s policy, resulting from or in connection with any of the circumstances described in Section 6 of this Agreement. ACS agrees that such insurance policy or policies will provide coverage of at least $2,000,000 for personal, advertising, property damage and bodily injury and contractual liability arising out of each occurrence, and not less than $5,000,000 for aggregate claims during a twelve (12) month period or ACS’s standard insurance policy limits, whichever is greater. In addition, ACS will maintain coverage for worker’s compensation in an amount reasonable and appropriate for the circumstances and as required by law.

Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that ACS may assign this Agreement without consent to an affiliate or subsidiary of ACS.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first written above:

American Cancer Society, Inc.

By:  

Title:  

Triton College

__________________________________________

Mark R. Stephens
Chairman, Board of Trustees
SUBJECT:  CONTRACT WITH ROSEMONT CATERING FOR 50TH ANNIVERSARY GALA

RECOMMENDATION:  That the Board of Trustees authorize the Vice President of Business Services to enter into an Event Contract with Aramark Sports and Entertainment Services, LLC (dba Rosemont Catering) for the 50th Anniversary Gala Event to be held on April 25, 2015.  The cost is contingent on the number of attendees and will be funded from ticket, sponsorship, and ad book sales through the Triton College Foundation.  The estimated fee of the Gala Event for 500 guests is estimated at $58,744.83.

RATIONALE:  Included in the contract is a 1% Village of Rosemont Fee/Tax that is not covered by the college’s tax exempt status.  This fee is estimated at $581.63 for 500 attendees with the final cost depending on actual attendance.

Submitted to Board by:  Mary-Rita Moore
Mary-Rita Moore, Interim President

Board Officers’ Signatures Required:

Mark R. Stephens    Diane Viverito    Date
Chairman            Secretary

Related forms requiring Board signature:  Yes ☐  No ☒
# EVENT CONTRACT

**Contract #: 00002441**

Triton College

Triton College

---

**CUSTOMER**

<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colleen Mazzuca</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>708-456-0300 x. 3708</td>
</tr>
<tr>
<td>Fax:</td>
<td>708-583-3114</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:colleenmazzuca@triton.edu">colleenmazzuca@triton.edu</a></td>
</tr>
<tr>
<td>Account Number:</td>
<td>0000000630</td>
</tr>
<tr>
<td>Company:</td>
<td>Triton College</td>
</tr>
</tbody>
</table>

**EVENT INFORMATION**

<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Event Date:</td>
<td>Saturday, April 25, 2015</td>
</tr>
<tr>
<td>Description:</td>
<td>50th Anniversary Gala</td>
</tr>
<tr>
<td>Guest Count:</td>
<td>500</td>
</tr>
<tr>
<td>Guarantee Count:</td>
<td>0</td>
</tr>
<tr>
<td>Salesperson:</td>
<td>Amy Pride</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Colleen Mazzuca</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>708-456-0300 x. 3708</td>
</tr>
<tr>
<td>Service Type:</td>
<td>China Sit-Down</td>
</tr>
</tbody>
</table>

**LOCATION AND TIMES**

<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>CC 1st Floor</td>
</tr>
<tr>
<td>Setup Style:</td>
<td>Rounds</td>
</tr>
<tr>
<td>Event Setup:</td>
<td>3:00 pm</td>
</tr>
<tr>
<td>Start Time:</td>
<td>6:00 pm</td>
</tr>
<tr>
<td>End Time:</td>
<td>12:00 am</td>
</tr>
</tbody>
</table>

**EVENT TIMES**

**MENU SELECTIONS**

<table>
<thead>
<tr>
<th>Name</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>~~~ PREMIUM HOSTED BAR ~~~</td>
<td>500</td>
<td>$30.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Hosted Premium Spirits by the Glass</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hosted Wine by the Glass</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hosted Domestic Beer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assorted Soft Drinks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assorted Juices</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>~~~ HORS D'OEUVRES~~~~</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(servers to pass)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Petite Vegetable Quiche</td>
<td>5</td>
<td>$175.00</td>
<td>$875.00</td>
</tr>
<tr>
<td>Mushroom Caps Filled w/ Crabmeat</td>
<td>5</td>
<td>$175.00</td>
<td>$875.00</td>
</tr>
<tr>
<td>Phylo Triangles w/ Spinach &amp; Feta Chees</td>
<td>5</td>
<td>$175.00</td>
<td>$875.00</td>
</tr>
<tr>
<td>Thai Chicken Salad served on spoons</td>
<td>5</td>
<td>$175.00</td>
<td>$875.00</td>
</tr>
<tr>
<td>~~~ WINE SERVICE AT DINNER ~~~</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Bottle of our House Red per Table</td>
<td>50</td>
<td>$26.00</td>
<td>$1,300.00</td>
</tr>
<tr>
<td>1 Bottle of our House White per Table</td>
<td>50</td>
<td>$26.00</td>
<td>$1,300.00</td>
</tr>
<tr>
<td>Thin wheel of lemon inside water goblets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>~~~SALAD~~~ (waiter served)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spinach Salad</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strawberries, Goat Cheese &amp; Pecans</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rasp. Vinaigrette and Balsamic Dressing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASSORTED Dinner Rolls</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Butter Tear Drop on Lemon Leaf</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Page 1 of 3
## EVENT CONTRACT

Contract#: 00002441
Rosemont Catering by ARAMARK
DES Convention Center - 9301 West Bryn Mawr Ave - Rosemont, IL - 60018
Phone: 847.692.6415 - Fax: 847.696.9790

<table>
<thead>
<tr>
<th>Combination Entree</th>
<th>500</th>
<th>$53.00</th>
<th>$26,500.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peppercorn Crusted Filet</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Chicken Picatta</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><del>Sides</del></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Duchess Potatoes</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Asparagus w/ Hollandaise (on the side)</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

### SPECIAL INSTRUCTIONS

**SET UP:**

**COCKTAIL HOUR**

- Mix of High Boys and Cocktail Rounds
- Black Linen, mirror tile and votives
- Piano set on riser with skirting (bringing in player)
- (4) 6' tables for check in with black linen
- Ice Sculpture by Chicago Ice Works

**DINNER**

**STAGING TBD**

**DANCE FLOOR TBD**

**72' Rounds**

**Standard Chairs**

**Our Black linen**

**Gold Napkins (Bird of paradiese in coffee cup)**

**Mirror Tile and Votives at guest tables**

**Bringing in Table Numbers for Reserved Tables**

**Open seating for the rest of the guests**

**Small favors to be placed at each guest seat**

**Cake Table to be set on dance floor (remove after dinner)**

**Dummy cake will be on display (no cake will be served)**

**Pianist for Cocktail Hour**

**Musical Quartet to play at dinner**

**Band to Play after dinner during dancing (Al Sofia)**

**Hosted Valet Parking - Arranged through Expo Parking**

**Hosted Coat Check - Arranged through Convention Services**

**AV - Arranged through RES**

**Out of town guest to stay at the Hilton**
### OTHER CHARGES

<table>
<thead>
<tr>
<th>STAFFING</th>
<th>PURCHASE MATERIALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Bartenders</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OUTSIDE SERVICES</th>
<th>ROOM CHARGES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>-</td>
</tr>
</tbody>
</table>

### BILLING

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td>$48,636.00</td>
</tr>
<tr>
<td>1% Village Fee</td>
<td>$581.63</td>
</tr>
<tr>
<td>20% Admin Charge</td>
<td>$9,527.20</td>
</tr>
<tr>
<td><strong>Contract Total</strong></td>
<td><strong>$58,744.83</strong></td>
</tr>
</tbody>
</table>

All Food and beverage is subject to 20% Administrative Charge plus 9.25% Sales Tax and a 1% Village Tax. Administrative Charge is taxable in the State of Illinois.

The Administrative Charge is not intended to be a tip, gratuity, or service charge for the benefit of employees and no portion of this administrative charge is distributed to employees.

Please review the Event Order carefully. Your signature verifies the above information is correct. This signed document must be returned to Rosemont Catering to confirm your event.

---

**Authorized Customer Signature and Date**

---

**ARAMARK Authorized Representative and Date**
This Agreement is by and between Aramark Sports and Entertainment Services, LLC d/b/a Rosemont Catering (“Caterer”) and Triton College (“Customer”), having an address of:

2000 5th Avenue
River Grove, IL 60171
Attention: Sean Sullivan
Phone: 708-456-0300 x. 3708

Caterer and Customer, intending to be legally bound, agree as follows:

I. CATERER’S SERVICES

Caterer shall cater and serve the menu(s) agreed to by the parties at Customer’s event(s) (the “Event(s)”), which Event(s) shall be held at the Donald E. Stephens Convention Center located in Rosemont, IL (the “Facility”) as described on the catering order(s) attached or to be attached to this Agreement and made a part hereof (the “Catering Order(s)”). To the extent any Catering Orders are created hereafter, once such Catering Orders are signed by authorized agents of both parties, such Catering Order(s) shall be deemed to be part of, and are hereby incorporated into, this Agreement.

II. CHARGES FOR CATERING SERVICES

A. Per Person Charges. If the Catering Order(s) provides for per person charges, Customer shall pay Caterer for every person served at each Event at the per person charges specified on the Catering Order(s) plus all other costs and expenses specified on the Catering Order(s) attached or to be attached to this Agreement and made a part hereof (the “Catering Order(s)”). To the extent any Catering Orders are created hereafter, once such Catering Orders are signed by authorized agents of both parties, such Catering Order(s) shall be deemed to be part of, and are hereby incorporated into, this Agreement.

B. Administrative Charge; Taxes; Additional Charges. Customer shall pay to Caterer:

1. an administrative charge in an amount equal to twenty percent (20%) of all charges for catering services at an Event. This administrative charge is not intended to be a tip, gratuity, or service charge for the benefit of service employees and no portion of this administrative charge is distributed to employees;
2. all applicable state and local sales taxes for all charges for catering services at the Event, as more particularly specified in the Catering Order(s);
3. all other charges specified on the Catering Order(s) or otherwise ordered by Customer or its agent(s); and
4. all other charges and sums required to be paid by Customer pursuant to the terms of this Agreement.

Customer represents that it is an entity claiming exemption from taxation. Caterer acknowledges that Customer has provided satisfactory evidence of such exemption and Customer shall be relieved of its obligation to pay state sales taxes. Customer acknowledges that it may be obligated to pay applicable local taxes in the jurisdiction.

C. Deposit; Time of Payment.

1. Customer shall pay a deposit of $2,000 (the “Deposit”) in order to guarantee the space for the event. This amount will bear no interest and will be credited towards the final bill.

2. Customer shall pay $44,480.40 (75% of the total charges for the Event) not later than April 22, 2015. This amount will not bear interest.
(3) Caterer shall not be required to provide any services hereunder, nor will Caterer be required to commence planning for the Event(s), unless and until Customer has returned a signed copy of this Agreement to Caterer and has paid the Deposit to Caterer.

(4) Customer shall pay the balance of the charges due under this Agreement prior to the Event(s), in accordance with the following payment schedule:

<table>
<thead>
<tr>
<th>Amount Due:</th>
<th>Due Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$14,826.80</td>
<td>May 25, 2015</td>
</tr>
</tbody>
</table>

Any additional amounts due Caterer from Customer based on the actual number of persons served and any variable and other charges payable pursuant to this Agreement will be determined following the Event(s). All such amounts shall be payable thirty (30) days from Customer’s receipt of Caterer’s invoice.

(4) Neither the Deposit nor any other prepaid amounts will be refunded to Customer in the event Customer cancels the Event(s), except as follows: (a) in the event a written cancellation notice is received less than 60 days, but more than 30 days, from the first scheduled Event, Customer shall pay to Caterer a cancellation fee equal to 25% of the estimated Catering Order charge; (b) in the event a written cancellation notice is received less than 30 days from the first scheduled Event, but before the Guaranteed Attendance is due, Customer shall pay to Caterer a cancellation fee equal to 50% of the estimated Catering Order charge; and (c) any cancellation received after the Guaranteed Attendance is due will result in a cancellation fee payable by Customer to Caterer equal to 100% of the estimated Catering Order charges. Caterer may retain any cancellation fee due to Caterer from Deposits or other prepaid amounts paid by Customer. Customer acknowledges and agrees that cancellation of any one or more of the Events listed below, even if not representing a cancellation of all of Customer’s Events, will require payment of a cancellation fee in accordance with this Paragraph:

I. Contract # 2441

(5) The parties acknowledge that the Facility’s owner/operator, the Village of Rosemont (the “Owner”) has the sole authority to book Facility-wide events at the Facility, and as of the date of this Agreement, a Facility-wide event has not been scheduled on the date(s) of the Event(s). In the event (i) the Event(s) is cancelled as a result of a Facility-wide event booked subsequently by the Facility’s owner/operator, and (ii) the Event(s) cannot be rescheduled on another date(s) at the Facility, the Deposit or any other prepaid amounts will be refunded to Customer. Notwithstanding anything contained within this Agreement to the contrary, Caterer shall not be responsible for Customer’s costs, in addition to the Deposit and prepaid amounts, that may arise from the cancellation of the Event(s) described in this paragraph.

D. Charges for Late Payments. Customer shall pay interest at the rate of 1.5% per month (or, if lower, the maximum legal rate) on all payments not made within forty-five (45) days following the date such payments are due, which interest shall accrue from the date due until the date of payment. Further, Customer agrees to be liable for all reasonable costs and expenses incurred by Caterer to collect past due payments.

E. Guaranteed Attendance.

(1) Customer shall notify Caterer of the minimum number of persons Customer guarantees will attend the Event(s) (the “Guaranteed Attendance”), in accordance with the following schedule:

| Days in Advance Guaranteed Attendance is Due (excludes holidays and weekends): |
|-----------------------------|---------------|
| Up to 500                   | 3 days        |
| 501 to 2,500                | 5 days        |
| Over 2,500                  | 7 days        |

The Guaranteed Attendance (a) shall not exceed the maximum capacity of the areas within the Facility in which the Event(s) will be held, and (b) shall not decrease by more than 25% (or more than 1,000 people, whichever is lower) of the estimated attendance specified on the Catering
Order(s). Caterer shall be entitled to charge and collect from Customer any reasonable costs incurred by Caterer in the event the Guaranteed Attendance figure provided by Customer is not within the limits stated in this paragraph.

(2) If Customer fails to notify Caterer of the Guaranteed Attendance within the time required, (a) Caterer shall prepare for and provide services to persons attending the Event(s) on the basis of the estimated attendance specified on the Catering Order(s), and (b) such estimated attendance shall be deemed to be the Guaranteed Attendance.

(3) Caterer will be prepared to serve 5% above the Guaranteed Attendance (but not to exceed 30 meals; the “Overage”). In the event that Caterer serves 10% in excess of the Guaranteed Attendance, Customer shall pay a surcharge of 10% of the per person charge for each person served at the Event(s) in excess of the total of the Guaranteed Attendance. In the event the Guaranteed Attendance increases (which may only increase with Caterer’s approval, which shall not be unreasonably withheld), following the time the Guaranteed Attendance was due, the Overage will no longer apply.

III. MISCELLANEOUS PROVISIONS

A. PROHIBITION ON OUTSIDE FOOD AND BEVERAGES. NO FOOD OR BEVERAGES MAY BE BROUGHT INTO THE FACILITY FOR ANY PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF CATERER.

B. Liquor Laws. Customer shall comply with all applicable local and state liquor laws, and further agrees that (1) neither Customer nor Customer’s guests will request, proffer, or serve alcoholic beverages to any minors, or to any persons who, in the opinion of Caterer, are intoxicated and (2) in no event shall any alcoholic beverages be removed from the Facility at any time.

C. Set-ups and Floor Plans. Caterer reserves the right to approve, and make changes to, all floor plans and layouts of all event areas where Caterer's services are to be provided, as deemed necessary in Caterer's sole reasonable discretion, to enable the safe and efficient conduct of Caterer's services by Caterer's staff. Without limiting the generality of the foregoing, Caterer reserves the right to specify the locations and configuration of all décor, tables, buffet and service stations, aisles, and staging and breakdown areas. Notwithstanding the foregoing, Customer's displays, exhibits and decorations must conform to the building code and fire ordinances of the town where the Facility is located and must be free-standing without any attachment to walls, ceilings or floors of the Facility.

D. INTENTIONALLY OMITTED.

E. Insurance.

(1) Customer shall maintain at all times during the Event(s), and shall provide to Caterer upon Caterer’s written request, a certificate evidencing comprehensive general liability with limits of liability of $1,000,000 per occurrence for bodily injury or property damage, including contractual liability (to cover Customer’s obligations contained in Paragraph III.F. below). The foregoing insurance policy(ies) shall be issued by a company or companies licensed to do business in the state in which the Facility is located and reasonably acceptable to Caterer. All policies of liability insurance shall include Caterer and the Owner as additional insureds. Failure to carry the required insurance coverages shall not relieve Customer of its responsibility for losses and liabilities under this Agreement.

(2) Caterer shall maintain at all times during the Event(s), and shall provide to Customer upon Customer’s written request, a certificate evidencing comprehensive general liability with limits of liability of $1,000,000 per occurrence for bodily injury or property damage, including contractual liability (to cover Caterer’s obligations contained in Paragraph III.F. below). The foregoing insurance policy(ies) shall be issued by a company or companies licensed to do business in the state in which the Facility is located and reasonably acceptable to Customer. Failure to carry the required insurance coverages shall not relieve Caterer of its responsibility for losses and liabilities under this Agreement.

F. Indemnification.

(1) Customer shall indemnify, defend (with counsel acceptable to Caterer), and hold harmless Caterer and the Owner, and each of their respective affiliates, subsidiaries, officers, directors and employees from and against any and all demands, claims, suits, cause or causes of action, whether at law or in equity, costs, expenses, and reasonable attorneys’ fees for bodily injury (including death) or property damage arising from, relating to, or in connection with, the gross negligence or willful misconduct of Customer, its employees or agents, or use of equipment by Customer, its employees or agents.

(2) Caterer shall indemnify, defend (with counsel acceptable to Customer), and hold harmless Customer, and its
affiliates, subsidiaries, officers, directors and employees from and against any and all demands, claims, suits, cause
or causes of action, whether at law or in equity, costs, expenses, and reasonable attorneys’ fees for bodily injury
(including death) or property damage arising from, relating to, or in connection with, the gross negligence or willful
misconduct of Caterer, its employees or agents.

(3) The protections provided by this Paragraph III.F. shall survive the expiration of the term of this Agreement or earlier
termination of this Agreement.

G. Exclusive Supplier of Food and Beverage. Caterer shall be the exclusive supplier of food and alcoholic and non-alcoholic
beverages served at the Event.

H. Property Damage. Customer is responsible for damages to Caterer’s property and for injuries to Caterer’s personnel
caused by Customer or Customer’s agents’ and/or guests’ willful actions or negligence.

I. Independent Contractor. Caterer is an independent contractor. Customer will not have the right to control, and won’t
control, how Caterer performs the catering services requested herein.

J. Changes in Service; Unconsumed Items. The dates and times of service specified on the Catering Order(s) and the
other terms and conditions of this Agreement may be changed only by a written addendum signed by authorized agents
of both Customer and Caterer. Any additional expenses arising from changes made at the Customer’s request shall be
approved in writing by the Customer and shall be paid by the Customer. Caterer reserves the right, in its sole discretion,
to dispose of any unconsumed or unopened food and beverages at the end of the Event and to restock certain items for
subsequent events and credit will not be given for any such items.

K. Force Majeure. Neither Caterer nor Customer shall be responsible for any losses or damages of any kind resulting from
their respective non-fulfillment of any terms or conditions of this Agreement if such non-fulfillment results in whole or part
from war, riot, strike, flood, or any other act or occurrence beyond its control (a “Force Majeure Event”); provided,
however, that in the event of non-fulfillment by Customer due to a Force Majeure Event, Caterer may recover its actual
costs incurred in preparing for the Event(s), which amounts may be retained by Caterer from Deposits and other prepaid
amounts.

L. Limitation of Damages. Notwithstanding anything contained herein to the contrary, in the event of any claim by Customer
against Caterer in respect of this Agreement or the services rendered by Caterer hereunder, Caterer’s liability to
Customer shall be limited to the lesser of: (i) the actual, direct damages, if any, incurred by Customer; or (ii) two times
the sum of the charges paid or payable by Customer to Caterer for the services contemplated; in all cases regardless of
the basis upon which liability is asserted. Without limiting the generality of the foregoing, in the event of any claim on the
basis that Caterer failed to provide any products or services of the quantity, or type, or at the level of quality or timeliness,
required hereby, Caterer’s liability to Customer shall be limited to a refund only of those amounts actually paid by
Customer to Caterer for the specific products or services affected. Such remedies shall be the sole and exclusive
remedies available to Customer. In no event shall either party be liable to the other for any lost profits or opportunity of
such other party (regardless of whether a party is advised of same), consequential, special or punitive damages.

M. No Third Party Beneficiary. Nothing contained in this Agreement is intended to, or shall be deemed to confer, a third
party beneficiary right upon any person, firm or corporation whatsoever.

N. Authority. Each person signing this Agreement on behalf of Customer represents that he/she has full authority to legally
bind Customer, in his/her official capacity only.

O. Assignment. Customer may not assign this Agreement or any of Customer’s rights hereunder without the prior written
consent of Caterer.

P. Binding Effect. This Agreement shall be binding upon the parties hereto, and their respective heirs, administrators,
executors, and permitted successors and assigns.

Q. Integration. This Agreement states the entire agreement of the parties with regard to the matters described herein and
supersedes all previous agreements, oral or written.

R. Choice of Law. This Agreement shall be governed and construed by the internal laws of the state in which the Facility is
located, without regard to its conflict of laws, rules or doctrine. All disputes shall be resolved in the Circuit Court of Cook
County.

S. Compliance with Laws. Caterer and Customer shall comply with all applicable federal, state and local laws and
regulations in the performance of this Agreement.

T. Counterparts; Execution. This Agreement may be signed in one or more counterparts, which, when taken together, shall
constitute but a single document when executed by all of the parties. Each of the parties agrees that its facsimile,
scanned or e-mailed response document signature on this Agreement shall have the same force and effect as an original, non-facsimile, non-scanned and/or non-e-mailed signature by such party.

In Witness Whereof, Customer and Caterer have executed this Agreement.

CATERER:
Aramark Sports and Entertainment Services, LLC
d/b/a Rosemont Catering

By: ________________________________
   Name: Amy Pride

CUSTOMER:
Triton College

By: ________________________________
   Name: Sean Sullivan
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<th>PowerDocs://LEGAL/459254/3</th>
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<tbody>
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<tr>
<td>Document 2 ID</td>
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Legend:
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- **Deletion**
- **Moved from**
- **Moved to**
- **Style change**
- **Format change**
- **Moved deletion**
- Inserted cell
- Deleted cell
- Moved cell
- Split/Merged cell
- Padding cell

Statistics:

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<td>0</td>
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<tr>
<td>Total changes</td>
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</tbody>
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SUBJECT: OUT-OF-RADIUS TRAVEL REQUESTS

RECOMMENDATION: That the Board of Trustees approve these requests for out-of-radius travel.

RATIONALE: This travel will promote the professional development of these employees and thereby enhance our educational mission as an institution of higher education.

Submitted to Board by: (Vice President) Dr. Douglas Olson

Board Officers’ Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes _________ No _X_
### Out-of-Radius Travel Requests

1. **Name:** Randy Barnette  
   **Title:** Executive Director College Relations  
   **Department:** Office of the President  
   **Travel dates:** 02/09/15 – 02/12/15  
   **Budget number:** 01-801015-550300005

   **Cost of trip:** $2,426.00  
   **Registration:** $676.00  
   **Transportation:** $500.00  
   **Lodging/Meals:** $950.00/$250.00  
   **Other:** $50.00

   **If grant funded**  
   **Name of grant:** N/A  
   **Funding agency:**

   **Meeting:** Community College National Legislative Summit  
   **Destination:** Washington D.C.

   **Benefit to College:** The attendee will have the opportunity to meet with legislators and advocate advancing the community college federal legislative agenda.

2. **Name:** Aja Gorham*  
   **Title:** Faculty  
   **Department:** College Readiness  
   **Travel dates:** 04/10/15 – 04/11/15  
   **Budget number:** 01-10500520-550100010  
   01-10500520-550300010

   **Cost of trip:** $274.78  
   **Registration:** $105.00  
   **Transportation:** $119.78  
   **Lodging/Meals:** $0.00/$50.00  
   **Other:** $0.00

   **If grant funded**  
   **Name of grant:** N/A  
   **Funding agency:**

   **Meeting:** East Central Writing Centers Association Conference  
   **Destination:** Notre Dame, Indiana

   **Benefit to College:** The attendee will have the opportunity to revise writing center proposal and attend workshops that focus on strategies related to writing center work.
3. Name: Bian (Judy) Jian*  
   Title: Faculty  
   Department: Science  
   Travel dates: 03/27/15 – 03/29/15  
   Budget number: 01-10101510-550300010

   Cost of trip: $1,000.00  
   Registration: $0.00  
   Transportation: $360.00  
   Lodging/Meals: $500.00/100.00  
   Other: $40.00

   If grant funded
   Name of grant: N/A
   Funding agency:

   Meeting: American Association of Anatomists Annual Meeting at Experimental Biology 2015
   Destination: Boston, Massachusetts

   Benefit to College: The attendee will have the opportunity to attend workshops and poster presentations on topics related to anatomy education and research.

4. Name: William Justiz*  
   Title: Adjunct Faculty/Coordinator  
   Department: EMS  
   Travel dates: 04/21/15 – 04/24/15  
   Budget number: 01-80100510-590900040

   Cost of trip: $2,474.00  
   Registration: $575.00  
   Transportation: $425.00  
   Lodging/Meals: $1,024.00/300.00  
   Other: $150.00

   If grant funded
   Name of grant: N/A
   Funding agency:

   Meeting: 2015 Fire Department Instructor Conference (FDIC)
   Destination: Indianapolis, Indiana

   Benefit to College: The attendee will have the opportunity to attend workshops to expand and increase knowledge on instruction in EMS and fire science education.
### Out-of-Radius Travel Requests

<table>
<thead>
<tr>
<th>Name:</th>
<th>Gail Krahenbuhl</th>
<th>Travel dates:</th>
<th>04/08/15 – 04/11/15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Faculty</td>
<td>Budget number:</td>
<td>01-80100510-590900040</td>
</tr>
<tr>
<td>Department:</td>
<td>College Readiness</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Cost of trip:** $1,881.67  
**Registration:** $ 280.00  
**Transportation:** $ 677.00  
**Lodging/Meals:** $ 544.67/300.00  
**Other:** $ 40.00

**If grant funded:**  
**Name of grant:** N/A  
**Funding agency:**  
**Meeting:** 2015 National Conference on Blacks in Higher Education: Pathways to Success in Higher Education  
**Destination:** Charleston, South Carolina

**Benefit to College:** The attendee will have the opportunity to learn and develop new strategies for student success, as well as the opportunity to collaborate and network with other individuals in higher education.

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<table>
<thead>
<tr>
<th>Name:</th>
<th>Julianne Murphy*</th>
<th>Travel dates:</th>
<th>03/19/15 – 03/20/15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Faculty</td>
<td>Budget number:</td>
<td>01-80100510-590900040</td>
</tr>
<tr>
<td>Department:</td>
<td>Health, Sport, and Exercise Science</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Cost of trip:** $779.00  
**Registration:** $359.00  
**Transportation:** $100.00  
**Lodging/Meals:** $300.00/120.00  
**Other:** $ 00.00

**If grant funded:**  
**Name of grant:** N/A  
**Funding agency:**  
**Meeting:** 2015 Women Leaders Conference  
**Destination:** Milwaukee, Wisconsin

**Benefit to College:** The attendee will have the opportunity to attend sessions focusing on methods for success and enhancing leadership skills.
### Out-of-Radius Travel Requests

<table>
<thead>
<tr>
<th>Name</th>
<th>Travel dates</th>
<th>Budget number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benjamin Newton</td>
<td>02/25/15 – 02/28/15</td>
<td>06-10300540-550300000</td>
</tr>
<tr>
<td>Rosa Parker</td>
<td>06/28/15 – 07/01/15</td>
<td>01-80100510-550300005</td>
</tr>
</tbody>
</table>

#### 7. Benjamin Newton

- **Title:** TAA Grant Coordinator
- **Department:** Business & Technology
- **Travel dates:** 02/25/15 – 02/28/15
- **Budget number:** 06-10300540-550300000

**Cost of trip:** $1,142.74

- **Registration:** $397.00
- **Transportation:** $98.00
- **Lodging/Meals:** $527.74/120.00
- **Other:** $0.00

**Meeting:** Midwest Organic & Sustainable Education Service (MOSES) Organic Farming Conference

**Destination:** La Crosse, Wisconsin

**Benefit to College:** The attendee will have the opportunity to participate in educational workshops and view exhibits all focusing on aspects of sustainable agriculture in order to learn about marketing and educational opportunities for Sustainable Horticulture programs.

#### 8. Rosa Parker

- **Title:** Administrative Assistant
- **Department:** Academic & Student Affairs
- **Travel dates:** 06/28/15 – 07/01/15
- **Budget number:** 01-80100510-550300005

**Cost of trip:** $2,976.00

- **Registration:** $1,475.00
- **Transportation:** $700.00
- **Lodging/Meals:** $576.00/225.00
- **Other:** $0.00

**Meeting:** Society for Human Resource Management (SHRM) 2015 Annual Conference and Exposition

**Destination:** Las Vegas, Nevada

**Benefit to College:** The attendee will have the opportunity to gain knowledge and skills that can be applied to their current position, as well as better prepare the attendee for a leadership role within the College.
## Out-of-Radius Travel Requests

### 9. Tina Swiniarski  
**Title:** Faculty  
**Department:** College Readiness  
**Travel dates:** 02/25/15 – 02/28/15  
**Budget number:** 01-10500510-550300010

| Cost of trip:         | $855.00  
| Registration:        | $295.00  
| Transportation:      | $0.00     
| Lodging/Meals:       | $560.00/00.00  
| Other:               | $0.00

**If grant funded**  
**Name of grant:** N/A  
**Funding agency:**

**Meeting:** 39th National Association for Developmental Education Conference  
**Destination:** Greenville, South Carolina

**Benefit to College:** The attendee is presenting a pre-conference institute, and will also have the opportunity to discover and learn new information about improving the college readiness program.

### 10. Corey Williams, Amanda Turner  
**Title:** Dean  
**Department:** Student Services, Enrollment Services  
**Travel dates:** 03/22/15 – 03/25/15  
**Budget number:** 10-30600525-550300005

| Cost of trip:         | $4,605.00  
| Registration:        | $960.00  
| Transportation:      | $1,265.00  
| Lodging/Meals:       | $1,510.00/600.00  
| Other:               | $2,700.00

**If grant funded**  
**Name of grant:** N/A  
**Funding agency:**

**Meeting:** 2015 National Association of Student Personnel (NASPA) Annual Conference  
**Destination:** New Orleans, Louisiana

**Benefit to College:** The attendees are presenting at the conference, and will also have the opportunity to participate in educational sessions in order to learn current best practices for community colleges.
11. Name: Joe Caliedo & Softball Team  
Title: Softball Coach  
Department: Athletics  

Travel dates: 03/15/15 – 03/21/15  
Budget number: 05-60401040-550300005  
10-30601094-290707070

Cost of trip: $17,806.95  
Registration: $830.00  
Transportation: $10,000.00  
Lodging/Meals: $3,500.00/2,500.00  
Other: $976.95

If grant funded  
Name of grant: N/A  
Funding agency:  

Meeting: Tucson Invitational Games: Softball 2015 Spring Training  
Destination: Tucson, Arizona

Benefit to College: The women’s softball team will have the opportunity to prepare for the regular 2015 softball season.

12. Name: Harry Torgerson & Baseball Team  
Title: Baseball Coach  
Department: Athletics  

Travel dates: 03/12/15 – 03/20/15  
Budget number: 05-60401010-550300005  
10-30601011-290707070

Cost of trip: $19,482.00  
Registration: $10,494.00  
Transportation: $2,175.00  
Lodging/Meals: $1,853.00/3,960.00  
Other: $1,000.00

If grant funded  
Name of grant: N/A  
Funding agency:  

Meeting: 2015 Spring College Spring Training  
Destination: Myrtle Beach, South Carolina

Benefit to College: The men’s baseball team will have the opportunity to prepare for the regular 2015 softball season.
## Out-of-Radius Travel Requests

<table>
<thead>
<tr>
<th>Name</th>
<th>Travel dates</th>
<th>Budget number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antigone Sharris &amp; 2 PTK Officers</td>
<td>04/16/15 – 04/19/15</td>
<td>10-30601055-290707070</td>
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<tr>
<td>PTK Advisor</td>
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<td>Student Life</td>
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<td>Cost of trip: $5,341.00</td>
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<tr>
<td>Registration: $921.00</td>
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<tr>
<td>Transportation: $2,200.00</td>
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<tr>
<td>Lodging/Meals: $1,800.00/420.00</td>
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<td></td>
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<tr>
<td>Other: $0.00</td>
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<td></td>
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<tr>
<td>If grant funded</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of grant: N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funding agency:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meeting: Phi Tha Kappa Nerd Nation 2015</td>
<td></td>
<td></td>
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<tr>
<td>Destination: San Antonio, Texas</td>
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<tr>
<td>Benefit to College: The attendees will have the opportunity to attend educational sessions to foster personal and chapter development, as well as networking opportunities to share ideas and expand perspectives.</td>
<td></td>
<td></td>
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<tr>
<td>No.</td>
<td>Name:</td>
<td>Travel dates:</td>
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</tr>
<tr>
<td>15.</td>
<td>Athletic Director, Coaches &amp; Track &amp; Field Athletes</td>
<td>2/07/15 – 05/11/15</td>
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</table>

**Title:** Various  
**Department:** Athletics

<table>
<thead>
<tr>
<th>Cost of trip:</th>
<th>Registration:</th>
<th>Transportation:</th>
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<tr>
<td>$N/A</td>
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<td>$N/A</td>
<td>$N/A</td>
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</table>

**If grant funded:** N/A  
**Name of grant:** N/A  
**Funding agency:** N/A

**Meeting:** The athletes will be participating in various regional and national competitions  
**Destination:** Various Colleges and Universities

**Benefit to College:** The participants will help to bring positive press to the college and increase enrollment.
## 2015 TRACK & FIELD SCHEDULE

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
<th>Location</th>
<th>Time</th>
</tr>
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<tbody>
<tr>
<td>Sun. Feb. 7</td>
<td>Windy City Invitational</td>
<td>Chicago, IL</td>
<td>11:00 a.m.</td>
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<tr>
<td>Fri.-Sat. Feb. 13-14</td>
<td>Chicago Intercollegiate Indoor Championships</td>
<td>Naperville, IL</td>
<td>TBA</td>
</tr>
<tr>
<td>Sat. Feb. 21</td>
<td>Margaret Bradley Invite</td>
<td>Chicago, IL</td>
<td>TBA</td>
</tr>
<tr>
<td>Fri. Mar. 6</td>
<td>Gill Final Qualifier</td>
<td>Kenosha, WI</td>
<td>TBA</td>
</tr>
<tr>
<td>Sat. Mar. 21</td>
<td>Rose Hulman</td>
<td>Terre Haute, IN</td>
<td>TBA</td>
</tr>
<tr>
<td>Sat. Mar. 28</td>
<td>Maple Leaf Invitational</td>
<td>Goshen, IN</td>
<td>TBA</td>
</tr>
<tr>
<td>Sat. Apr. 4</td>
<td>Ted Haydon Invitational</td>
<td>Chicago, IL</td>
<td>TBA</td>
</tr>
<tr>
<td>Sat. Apr. 11</td>
<td>Eagle Invitational</td>
<td>Lisle, IL</td>
<td>TBA</td>
</tr>
<tr>
<td>Sat. Apr. 18</td>
<td>Cougar Invite</td>
<td>River Forest, IL</td>
<td>TBA</td>
</tr>
<tr>
<td>Thu.-Sat. Apr. 23-25</td>
<td>Hillside College</td>
<td>Hillside, MI</td>
<td>TBA</td>
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<tr>
<td>Fri. Apr. 24</td>
<td>Twilight Meet</td>
<td>Lisle, IL</td>
<td>TBA</td>
</tr>
<tr>
<td>Sat. May 2</td>
<td>Fighting Scot Invitational</td>
<td>Monmouth, IL</td>
<td>TBA</td>
</tr>
<tr>
<td>Thur.-Sat. May 9 - 11</td>
<td>NJCAA National Championships</td>
<td>Utica, NY</td>
<td>TBA</td>
</tr>
</tbody>
</table>

**Head Coach: Nick Schneigert (2nd Year)**  
**Assistant Coaches: Shane Petrelli and T.B.A.**  
**Athletic Director: Harry McGinnis**  
**School Mascot: Trojans**  
**School Colors: Cardinal/Gold**