



**Regular Meeting of the  
Board of Trustees**

**Agenda**

**Tuesday, April 21, 2026**

- I. CALL TO ORDER** April 21, 2026 at 6:40 p.m.  
or immediately following Organizational Meeting
- II. ROLL CALL** Boardroom, A-300
- III. APPROVAL OF BOARD MINUTES – VOLUME LXII**  
Minutes of the Regular Board Meeting of March 10, 2026, No. 13
- IV. COMMENTS ON THIS AGENDA**
- V. CITIZEN PARTICIPATION**
- VI. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VII. STUDENT SENATE REPORT**
- VIII. BOARD COMMITTEE REPORTS**
  - A. Academic Affairs/Student Affairs
  - B. Finance/Maintenance & Operations
- IX. ADMINISTRATIVE REPORT**
- X. PRESIDENT’S REPORT**
- XI. CHAIRMAN’S REPORT**
- XII. NEW BUSINESS**
  - A. Action Exhibits
    - 17349 Taping of Board Meetings
    - 17350 Budget Transfers

- 17351 Certificate of Final Completion and Authorization of Final Payment for the RTU Replacements Building B Project
- 17352 Dominican University Facility Usage Agreement
- 17353 Assignment of CCB Credit Services Agreement to Credit Collection Partners
- 17354 Agreement with Board of Education of Elmwood Park Community Unit School District No. 401
- 17355 Agreement with Sonocent, LLC
- 17356 Clinical Affiliation Agreement with Holy Family Medical Center
- 17357 Clinical Affiliation Agreement with Kindred Hospital Chicago-Northlake
- 17358 Summer 2026 College for Kids Camp with District 97
- 17359 Naming of Health Resource Center Practice Lab
- 17360 Child Development Center Proposed Tuition Increase
- 17361 College Curriculum Recommendations

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

**XIII. COMMUNICATIONS – INFORMATION**

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

**XIV. ADJOURNMENT**

**CALL TO ORDER/ROLL CALL**

Chairman Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:37 p.m. The following roll call was taken.

Present: Mr. Luke Casson, Mr. Jarrell David, Mr. Tracy Jennings, Mr. Glover Johnson, Mrs. Elizabeth Potter, Mr. Rich Regan, Mr. Mark Stephens.

Absent: Ms. Diane Viverito.

Chairman Stephens noted that Trustee Viverito apologized for her absence.

**APPROVAL OF BOARD MINUTES**

Mrs. Potter made a motion, seconded by Mr. Casson, to approve the minutes of the Regular Board Meeting of February 17, 2026. Voice vote carried the motion unanimously.

Mrs. Potter made a motion, seconded by Mr. Jennings, to approve the minutes of the Special Board Meeting of February 24, 2026. Voice vote carried the motion unanimously.

**COMMENTS ON THIS AGENDA**

None.

**CITIZEN PARTICIPATION**

Student Joshua Riley of Oak Park addressed the Board to share concerns regarding the Horticulture Program, which is moving toward inactive status. He believes the program is one of the best at the college and that it is unfortunate the institution has been unable to sustain it. Mr. Riley stated that the potential closure of the program would be a significant disservice not only to students, but also to the college community and to those concerned about the future of the surrounding area and the natural environment. Mr. Riley also described the meaningful personal impact the Horticulture Program had on him. He explained that participation in the program helped him grow from being a shy and distant student into a more confident, open, and socially engaged individual. In addition, he expressed the view that the program may not have been sufficiently promoted and suggested that stronger marketing efforts might have helped increase enrollment in Horticulture courses.

**REPORTS/ANNOUNCEMENTS – Employee Groups**

Faculty Association President Leslie Wester announced that TCFA will hold its elections on March 11, with voting taking place outside the library on the second floor of Building A from 10:00 a.m. to 7:00 p.m. She stated that she will not seek reelection, noting that a change in leadership is both beneficial and timely, and indicated that the new faculty leader will be announced soon. Dr. Wester expressed gratitude for the past six years of service and shared that she is proud that counselors and faculty have earned students' trust, which has helped to prevent numerous suicides. She will continue to serve as Faculty Association President until June. Dr. Wester also thanked the administration for its ongoing support and reflected on the significant impact of being able to support students, as well as their friends and families, during critical times.

Chairman Stephens thanked Dr. Wester for her dedicated service, noting that she has been an exemplary representative of the faculty union.

### **STUDENT SENATE REPORT**

Student Trustee Jarrell David presented the following report on behalf of TCSA President Dmytriy Havrylyak. The Model Illinois Government organization recently traveled to Springfield to showcase their political knowledge at the national conference, where one of our students received the Outstanding Lobbyist Award. Additionally, the Triton College Student Association (TCSA) is planning a Springfield visit on April 16 to advocate for issues affecting community colleges, including general funding, baccalaureate programs, and student support services. Students are also actively preparing for upcoming elections within their clubs and organizations as spring break approaches.

### **BOARD COMMITTEE REPORTS**

#### Academic Affairs/Student Affairs

Mr. Johnson reported that the committee met on March 4, 2026, reviewed all pertinent items that were unanimously approved and forwarded to the Board with a recommendation for approval.

#### Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on March 4, 2026, and reviewed six new business items, and had no Purchasing Schedules. All items were unanimously approved and sent to the Board with a recommendation for approval.

### **ADMINISTRATIVE REPORT**

President Moore welcomed student athlete Damari Reed, Wrestling Coach Chris Butz, and Athletics Director Andrew Blahut, who shared news of Triton College's recent achievement at the 2026 NJCAA Men's Wrestling National Championships, held March 6-7 at the Mid-America Center in Council Bluffs, Iowa. Triton College was represented by seven student athletes who qualified through the Great Lakes District Championships. Damari Reed (157 lbs.) led the Trojans with a third-place finish, earning NJCAA All-American recognition. Triton's participation at the national championship level reflects the continued strength and competitiveness of the college's wrestling program. Coach Butz expressed appreciation to Vice President Sullivan and Director Blahut for their trust and support in allowing him to lead the Triton College wrestling program. Student Reed shared that Triton is the third institution he has attended and expressed gratitude for the opportunity to represent the college at the national level, noting that despite not competing since February 2023, he was still able to perform well and score points at the national tournament.

President Moore finished the report by noting that Triton College has been named a 2026 Leader College by Achieving the Dream (ATD), a national recognition awarded to institutions demonstrating strong student success outcomes and a commitment to access, belonging and achievement. Triton is one of 21 colleges nationwide earning the designation for the first time and will hold the status for three years. This distinction adds to the college's recent national recognition, including eligibility for the Aspen Prize for Community College Excellence, and reflects the ongoing efforts of Triton's faculty and staff to support student success and strengthen the communities the college serves. President Moore

emphasized her pride in this achievement, noting that it demonstrates the college's progress in strengthening institutional practices, deepening its commitment to community, and advancing meaningful institutional change.

**PRESIDENT'S REPORT**

None.

**CHAIRMAN'S REPORT**

Chairman Stephens invited all attendees to the basketball game on Saturday, March 14, to support Triton College's outstanding women's team as they host Williston State College (North Dakota) in the NJCAA North Central District Championship. The winner of the game will advance to the NJCAA Division I National Tournament in Lake Charles, Louisiana.

**NEW BUSINESS**

ACTION EXHIBITS

The following action exhibits were presented as a group.

**17340 Budget Transfers**

**17341 State of Illinois Rock Salt Joint Purchasing Program**

**17342 Surgical Science – Purchase of Transvaginal Ultrasound Simulator Education Package**

**17343 Agreement with Illinois Century Network (ICN)**

**17344 Xerox – Smart Technology Classroom Refresh**

**17345 Updated Course Fees for Fall 2026 Inclusive Access Program Courses**

**17346 College Curriculum Committee Recommendations**

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

PURCHASING SCHEDULES

None.

BILLS AND INVOICES

Mr. Casson made a motion, seconded by Mr. Johnson, to pay the Bills and Invoices in the amount of \$1,461,273.34.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. David, Mr. Jennings, Mr. Johnson, Mrs. Potter, Mr. Regan, Mr. Stephens.

Absent: Mr. Viverito.

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

### **CLOSED SESSION**

Mr. Jennings made a motion, seconded by Mrs. Potter, 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.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. David, Mr. Jennings, Mr. Johnson, Mrs. Potter,  
Mr. Regan, Mr. Stephens.

Absent: Ms. Viverito.

Motion carried 6-0 with the Student Trustee voting yes. The Board went into Closed Session at 6:55 p.m.

### **RETURN TO OPEN SESSION**

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

Roll Call Vote:

Affirmative: Mr. Casson, Mr. David, Mr. Jennings, Mr. Johnson, Mrs. Potter,  
Mr. Regan, Mr. Stephens.

Absent: Ms. Viverito.

Motion carried 6-0 with the Student Trustee voting yes. The Board returned to Open Session at 7:50 p.m.

### **HUMAN RESOURCES REPORT**

#### **1.0 Faculty**

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

#### **2.0 Adjunct Faculty**

Mr. Johnson made a motion, seconded by Mr. Casson, to approve pages 2-4 of the Human Resources Report, items 2.1.01 through 2.7.01. Voice vote carried the motion unanimously.

#### **3.0 Administration**

Mr. Regan made a motion, seconded by Mrs. Potter, to approve pages 5-10 of the Human Resources Report, items 3.1.01 through 3.4.01. Voice vote carried the motion unanimously.

#### **4.0 Classified, Police & Engineers**

Mr. Jennings made a motion, seconded by Mr. Johnson, to approve pages 11-12 of the Human Resources Report, items 4.1.01 through 4.4.02. Voice vote carried the motion unanimously.

**5.0 Mid-Management**

Mr. Johnson made a motion, seconded by Mr. Casson, to approve page 13 of the Human Resources Report, items 5.1.01 through 5.3.02. Voice vote carried the motion unanimously.

**6.0 Hourly Employees**

Mr. Jennings made a motion, seconded by Mr. Regan, to approve pages 14-16 of the Human Resources Report, items 6.1.01 through 6.3.01. Voice vote carried the motion unanimously.

**7.0 Other**

Mr. Johnson made a motion, seconded by Mr. Regan, to approve pages 17-19 of the Human Resources Report, items 7.1.01 through 7.5.01. Voice vote carried the motion unanimously.

**ADJOURNMENT**

Motion was made by Mr. David to adjourn the Regular Meeting of the Board, seconded by Mr. Johnson. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 7:53 p.m.

Submitted by: Chairman Stephens  
Board Chair

Tracy Jennings  
Board Secretary

Margaret Kluza  
Margaret Kluza, Recording Secretary

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

Meeting of April 21, 2026

ACTION EXHIBIT NO. 17349

**SUBJECT: TAPING OF BOARD MEETINGS**

**RECOMMENDATION:** That the Board of Trustees approve the recording of each meeting of the Board.

**RATIONALE:** This request is made in compliance with Board Policy #1122 which states: "A tape recording of each meeting of the Board may be made only by majority vote taken on an annual basis at a regular meeting of the Board."

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

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**Board Officers' Signatures Required:**

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|                                     |                                    |             |
|-------------------------------------|------------------------------------|-------------|
| <b>Mark R. Stephens</b><br>Chairman | <b>Tracy Jennings</b><br>Secretary | <b>Date</b> |
|-------------------------------------|------------------------------------|-------------|

Related forms requiring Board signature: Yes  No

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

Meeting of April 21, 2026

ACTION EXHIBIT NO. 17350

**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.

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*Sean Sullivan*

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

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**Board Officers' Signatures Required:**

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**Mark R. Stephens**  
**Chairman**

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**Tracy Jennings**  
**Secretary**

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**Date**

Related forms requiring Board signature: Yes  No

**PROPOSED BUDGET TRANSFERS - FY 2026  
FOR THE PERIOD 3/1/26 to 3/31/26**

| FROM                        |   |                       | TO                                      |                       |                     |
|-----------------------------|---|-----------------------|---|-----------------------|---------------------|
| ID#                         | AREA                                    | ACCT #                | AREA                                    | ACCT #                | AMOUNT              |
| <b>EDUCATION FUND</b>       |   |                       |   |                       |                     |
| 1                           | Fine Arts: PD Travel Out of State       | 01-10100510-550300010 | Music: PD Publication & Dues            | 01-10100525-540600010 | 500.00              |
| 2                           | EMS: Maintenance Services               | 01-10401520-530400010 | EMS: Instructional Supplies             | 01-10401520-540100210 | 606.00              |
| 3                           | EMS: Maintenance Services               | 01-10401520-530400010 | EMS: Publication & Dues                 | 01-10401520-540600005 | 297.00              |
| 4                           | Arts & Sciences: Comp. Equip. <5k       | 01-20801010-540901005 | Arts & Sciences: Travel In-State        | 01-20801010-550200005 | 200.00              |
| 5                           | Planning & Accred.: Meeting Expense     | 01-20801050-550100005 | Planning & Accred.: Other Materials     | 01-20801050-540900505 | 784.00              |
| 6                           | Dean of Retention: Publication & Dues   | 01-30200520-540600005 | Dean of Retention: Meeting Expense      | 01-30200520-550100005 | 500.00              |
| 7                           | Welcome Center: Other Materials         | 01-30200535-540900505 | Welcome Center: Meeting Expense         | 01-30200535-550100005 | 568.00              |
| 8                           | Early College: Other Materials          | 01-30200541-540900505 | Early College: Meeting Expense          | 01-30200541-550100005 | 2,111.00            |
| 9                           | Student Services: Other Contractual     | 01-30800510-530900010 | Student Services: Other Materials       | 01-30800510-540900505 | 3,700.00            |
| 10                          | Transfer Center: Printing               | 01-30900506-540200005 | Transfer Center: Meeting Expense        | 01-30900506-550100005 | 602.00              |
| 11                          | Triumph-Surge: Other Materials          | 01-30900507-540900505 | Triumph-Surge: Meeting Expense          | 01-30900507-550100005 | 700.00              |
| 12                          | Triumph-Surge: Other Materials          | 01-30900507-540900505 | Triumph-Surge: Travel In-State          | 01-30900507-550200005 | 363.00              |
| 13                          | Center of Business & PD: Other Contr.   | 01-40200510-530900010 | Center of Business & PD: Other Materia  | 01-40200510-540900505 | 809.00              |
| 14                          | Center of Business & PD: Office Suppl.  | 01-40200510-540100110 | Center of Business & PD: Meeting Exp.   | 01-40200510-550100005 | 225.00              |
| 15                          | Center of Business & PD: Inst. Supplies | 01-40200510-540100210 | Center of Business & PD: Meeting Exp.   | 01-40200510-550100005 | 150.00              |
| 16                          | VP Business Affairs: Equipment > 5k     | 01-80100520-580500010 | VP Business Affairs: Publication & Dues | 01-80100520-540600005 | 3,010.00            |
| 17                          | Alumni Relations: Meeting Expense       | 01-80101025-550100005 | Alumni Relations: Other Materials       | 01-80101025-540900505 | 100.00              |
| 18                          | Inst. Research: Travel In-State         | 01-80700510-550200005 | Inst. Research: Other Contractual       | 01-80700510-530900010 | 800.00              |
| 19                          | Inst. Research: Travel Out of State     | 01-80700510-550300005 | Inst. Research: Other Contractual       | 01-80700510-530900010 | 700.00              |
| 20                          | Grants Office: Grant Mgr. Discretionary | 01-80900530-590900089 | Grants Office: Meeting Expense          | 01-80900530-550100005 | 2,160.00            |
| <b>TOTAL EDUCATION FUND</b> |   |                       |   |                       | <b>\$ 18,885.00</b> |

| FROM                        |  |                       | TO                                    |                       |                    |
|-----------------------------|--|-----------------------|---------------------------------------|-----------------------|--------------------|
| ID#                         | AREA                                       | ACCT #                | AREA                                  | ACCT #                | AMOUNT             |
| <b>AUXILIARY FUND</b>       |  |                       |                                       |                       |                    |
| 21                          | M Basketball: Travel Out of State          | 05-60401015-550300005 | Athletics: Other Contractual          | 05-60400505-530900010 | 5,000.00           |
| 22                          | Wrestling: Travel In-State                 | 05-60401045-550200005 | Women's Basketball: Other Contractual | 05-60401030-530900010 | 800.00             |
| 23                          | Athl. Facilities Rental: Other Contractual | 05-70900510-530900010 | Women's Basketball: Other Contractual | 05-60401030-530900010 | 120.00             |
| <b>TOTAL AUXILIARY FUND</b> |  |                       |                                       |                       | <b>\$ 5,920.00</b> |

**PROPOSED BUDGET TRANSFERS - FY 2026  
FOR THE PERIOD 3/1/26 to 3/31/26**

| FROM                            |                                       |                       | TO  |                       |                     |
|---------------------------------|---------------------------------------|-----------------------|---|-----------------------|---------------------|
| ID#                             | AREA                                  | ACCT #                | AREA                                      | ACCT #                | AMOUNT              |
| <b>RESTRICTED FUND</b>          |                                       |                       |   |                       |                     |
| 24                              | Perkins B&T: Instructional Supplies   | 06-10205003-540100510 | Perkins B&T: Instructional Equip. >5k     | 06-10205003-580600005 | 1,280.44            |
| 25                              | Perkins B&T: Travel In-State          | 06-10205003-550200005 | Perkins B&T: Instructional Equip. >5k     | 06-10205003-580600005 | 2,735.00            |
| 26                              | Perkins B&T: Instructional Equip. >5k | 06-10205003-580600005 | Perkins Health Care: Instruct. Equip. >5k | 06-10405003-580600005 | 5,400.00            |
| 27                              | Westlake6: Other Contractual          | 06-10405013-530900010 | Westlake6: Student Grants/Scholarship:    | 06-10405013-590200000 | 2,000.00            |
| 28                              | Westlake6: Student Supplies           | 06-10405013-540100240 | Westlake6: Student Grants/Scholarship:    | 06-10405013-590200000 | 4,000.00            |
| 29                              | ICCB Rev UP EV: Inst. Equipment >5k   | 06-10905003-580600005 | ICCB Rev UP EV: Travel In-State           | 06-10905003-550200005 | 558.08              |
| 30                              | ICCB Rev UP EV: Inst. Equipment >5k   | 06-10905003-580600005 | ICCB Rev UP EV: Indirect Cost             | 06-10905003-590900040 | 2,732.96            |
| 31                              | ICCB Rev UP EV: Inst. Equipment >5k   | 06-10905003-580600005 | ICCB Rev UP EV: Indirect Cost             | 06-10905003-590900088 | 168.54              |
| 32                              | Perkins: In State Travel              | 06-20805008-550200005 | Perkins B&T: Other Materials              | 06-10205003-540900505 | 5,000.00            |
| <b>TOTAL RESTRICTED FUND</b>    |                                       |                       |   |                       | <b>\$ 23,875.02</b> |
| <b>TOTAL PROPOSED TRANSFERS</b> |                                       |                       |   |                       | <b>\$ 48,680.02</b> |

### Budget Transfer Form

|  |   |  |
|--|---|--|
| <b>Dollar Amount</b>   | <u>\$500.00</u>   |  |
| <b>From what Budget Account</b>  | <u>01 - 10100510 - 550300010</u>  | <b>Object Code Description</b><br><u>Fine Arts: Prof Dev-Travel-Out of State</u> |
| <b>To what Budget Account</b>  | <u>01 - 10100525 - 540600010</u>  | <u>Music: Prof Dev-Publications &amp; Dues</u>                                   |
| <b>Is this a Grant?</b><br>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <b>*If you are submitting a grant transfer, the following statement must appear in the Rationale:</b><br>"This is an allowable transfer under the (name of grant) guidelines" |  |
| <b>Grant Accountant?</b>   | <b>Include Attachments:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>   |  |

**Rationale:**


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

Expenditure of Department level Professional Development Funds is at the discretion of the Department Chairperson. Chairperson McNamara approves moving the funds to the below budget line.

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

Additional funds are needed to support approved professional development activities for full-time faculty member Salvatore Siriano.

**Required Signatures**


|                                       |   |           |
|---------------------------------------|---|-----------|
| <b>Requestor</b>                      | <u>Signed by: </u> | 2/17/2026 |
| <b>Cost Center Manager</b>            | <u>Signed by: Dennis McNamara</u>   | 2/17/2026 |
| <b>Associate Dean (if Applicable)</b> | <u>Signed by:</u>   | 2/17/2026 |
| <b>Dean (if Applicable)</b>           | <u>Jeanette Bartley</u>   | 2/20/2026 |
| <b>Associate Vice President</b>       | <u>Paul Jensen</u>  | 2/26/2026 |
| <b>Area Vice President</b>            | <u>Susan Campos</u>   | 2/26/2026 |


### BUSINESS OFFICE APPROVALS

**Grant Accountant:** \_\_\_\_\_

**Asst. Director of Finance:** \_\_\_\_\_

**Exec. Director of Finance:** \_\_\_\_\_

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

**VP of Business Services:**  2/27/26

**Entered by:** B8557 JB 2/27/26

**Budget Transfer Form**

\$606.00

Dollar Amount

From what Budget Account

01 10401520 530400010

Object Code Description

Maintenance Services

To what Budget Account

01 10401520 540100210

Instructional Supplies

Is this a Grant?  
Yes [ ] No [X]

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

Grant Accountant?

Include Attachments: Yes [ ] No [X]

**Rationale:**

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

The budgeted funds are no longer required for this fiscal year due to reduced equipment maintenance needs. As a result, these funds are available for transfer to other areas as needed.

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

Additional funds are needed in the receiving account due to recent budget reductions that reduced the funds originally available. The transferred funds are necessary to pay for required instructional supplies that support course delivery and ensure instructional standards are met. Without these additional funds, the account would not have sufficient resources to cover these essential expenses.

**Required Signatures**

Requestor

Signed by: Vince Pesavento 2/6/2026

Cost Center Manager

Signed by: Vince Pesavento 2/6/2026

Associate Dean (If Applicable)

Signed by: Ty Perkins 2/6/2026

Dean (If Applicable)

Signed by: Susan Campos 2/24/2026

Associate Vice President

Signed by: Paul Jensen 2/24/2026

Area Vice President

Signed by: Sue Campos 2/26/2026

**BUSINESS OFFICE APPROVALS**

Grant Accountant: \_\_\_\_\_

Asst. Director of Finance \_\_\_\_\_

Exec. Director of Finance: MP

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 2/27/26

Entered by: B9559 JB 2/27/26

**Budget Transfer Form**

**Dollar Amount** \$297.00

**From what Budget Account** 01 - 10401520 - 530400010 **Object Code Description** Maintenance services

**To what Budget Account** 01 - 10401520 - 540600005 **Publication & Dues** \_\_\_\_\_

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

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

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**  
 The budgeted funds are no longer required for this fiscal year due to reduced equipment maintenance needs. As a result, these funds are available for transfer to other areas as needed.

**Explain specifically why additional funds are needed in the receiving account:**  
 These funds are required to cover the cost of site codes for Loyola EMS needed to teach the EMT class during the Spring 2026 semester. Without this transfer, the account will not have sufficient funding to support access to the codes required for the course.

**Required Signatures**

|                                       |                                   |                  |
|---------------------------------------|-----------------------------------|------------------|
| <b>Requestor</b>                      | Signed by: <u>Vince Pisavento</u> | <u>2/6/2026</u>  |
| <b>Cost Center Manager</b>            | Signed by: <u>Vince Pisavento</u> | <u>2/6/2026</u>  |
| <b>Associate Dean (if Applicable)</b> | Signed by: <u>Ty Perkins</u>      | <u>2/6/2026</u>  |
| <b>Dean (if Applicable)</b>           | Signed by: <u>Sue Campos</u>      | <u>2/24/2026</u> |
| <b>Associate Vice President</b>       | Signed by: <u>Paul Jensen</u>     | <u>2/24/2026</u> |
| <b>Area Vice President</b>            | Signed by: <u>Sue Campos</u>      | <u>2/26/2026</u> |

**BUSINESS OFFICE APPROVALS**

**Grant Accountant:** \_\_\_\_\_

**Asst. Director of Finance:** \_\_\_\_\_

**Exec. Director of Finance:** \_\_\_\_\_

**Exec. Dir. of Bus. Operations:** \_\_\_\_\_

**VP of Business Services:** [Signature] 2/27/26

**Entered by:** B855973 2-27-26

Budget Transfer Form

Dollar Amount \$200.00

From what Budget Account 01 20801010 540901005 Object Code Description Dean of Arts & Sciences : Computer Equipment

To what Budget Account 01 20801010 550200005 Object Code Description Dean of Arts & Sciences : Travel - In State

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

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

**Rationale:**  
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:  
 There are enough funds remaining in this budget to cover any remaining expenses for this fiscal year.

Explain specifically why additional funds are needed in the receiving account:  
 Additional funds are needed to cover the Dean's expenses for travel to Springfield for the SUCCESS Community of Practice meeting on April 30, 2026.

**Required Signatures**

Requestor: Delisha Fletcher Signed by: 3/18/2026  
047F8E920E86497

Cost Center Manager: Jeanette Bartley Signed by: 3/18/2026  
BEC7254A937247F

Associate Dean (If Applicable): \_\_\_\_\_

Dean (If Applicable): \_\_\_\_\_

Associate Vice President: Paul Jensen Signed by: 3/23/2026  
815C008B81974DE

Area Vice President: Susan Campos Signed by: 3/23/2026  
87D6745E0BA6449

**BUSINESS OFFICE APPROVALS**

Grant Accountant: \_\_\_\_\_

Asst. Director of Finance: \_\_\_\_\_

Exec. Director of Finance: \_\_\_\_\_

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 3/24/26

Entered by: B38597 JB 3/24/26



### Budget Transfer Form

|   |   |   |
|---|---|---|
| <b>Dollar Amount</b>                      | <u>\$500</u>  |   |
| <b>From what Budget Account</b>           | <u>01 - 30200520 - 540600005</u>  | <b>Object Code Description</b><br><u>Dean of Retention: Publications &amp; Dues</u> |
| <b>To what Budget Account</b>             | <u>01 - 30200520 - 550100005</u>  | <u>Dean of Retention: Meeting Expense</u>   |
| <b>Is this a Grant?</b><br>Yes [ ] No [X] | <b>*If you are submitting a grant transfer, the following statement must appear in the Rationale:</b><br>"This is an allowable transfer under the (name of grant) guidelines" |   |
| <b>Grant Accountant?</b>                  | <b>Include Attachments: Yes [ ] No [X]</b>  |   |

**Rationale:**

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

The department has finished its P&D expenditures for the fiscal year and has funds to support other priorities.

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

Funding is needed in the Dean of Retention meeting expense for the remainder of the fiscal year to cover the cost of meeting expenses, such as catering and refreshments for NSO and registration rallies.

**Required Signatures**

|                                       |                                      |                 |
|---------------------------------------|--------------------------------------|-----------------|
| <b>Requestor</b>                      | <u>Signed by: Tatiana King</u>       | <u>3/5/2026</u> |
| <b>Cost Center Manager</b>            | <u>Signed by: Denise Jones</u>       | <u>3/6/2026</u> |
| <b>Associate Dean (if Applicable)</b> |                                      |                 |
| <b>Dean (if Applicable)</b>           | <u>Signed by: Denise Jones</u>       | <u>3/6/2026</u> |
| <b>Associate Vice President</b>       | <u>Signed by: Hilary Meyer</u>       | <u>3/6/2026</u> |
| <b>Area Vice President</b>            | <u>Signed by: Jodi Koslow Martin</u> | <u>3/6/2026</u> |

#### BUSINESS OFFICE APPROVALS

**Grant Accountant:** \_\_\_\_\_

**Asst. Director of Finance:** \_\_\_\_\_

**Exec. Director of Finance:** \_\_\_\_\_

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

**VP of Business Services:** [Signature] 3/9/26

**Entered by:** BS568 3/9/26



### Budget Transfer Form

Dollar Amount \$2111

From what Budget Account 01 - 30200541 - 540900505 Object Code Description Early College : Other Materials & Supplies

To what Budget Account 01 - 30200541 - 550100005 Meeting Expenses

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

Grant Accountant? \_\_\_\_\_ Include Attachments: Yes  No

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**  
 Due to encumbrances of funds, additional monies are needed for the Dual Degree Orientation scheduled in May 2026. The remaining funds in the Materials & Supplies budget will cover any additional materials and supplies needed.

**Explain specifically why additional funds are needed in the receiving account:**  
 Additional funds are needed in meeting expenses to host the Dual Degree Orientation.

**Required Signatures**

**Requestor** Brandie Windham 2/27/2026  
Signed by: CF683D78C2A84FF...

**Cost Center Manager** Brandie Windham 2/27/2026  
Signed by: CF683D78C2A84FF...

**Associate Dean (If Applicable)** \_\_\_\_\_

**Dean (If Applicable)** \_\_\_\_\_

**Associate Vice President** Paul Jensen 2/27/2026  
Signed by: 815C0088B1974DE...

**Area Vice President** Susan Campos 3/3/2026  
Signed by: 87DB745E0BA8449...

**BUSINESS OFFICE APPROVALS**

**Grant Accountant:** \_\_\_\_\_

**Asst. Director of Finance** \_\_\_\_\_

**Exec. Director of Finance:** ML

**Exec. Dir. of Bus. Operations:** OK

**VP of Business Services:** [Signature] 3/9/26

Entered by: B8572-B 3/9/26

**Budget Transfer Form**

**Dollar Amount** \$3,700

**From what Budget Account** 01 30800510 530900010 **Object Code Description** Dean of Student Services: Other Contractual s

**To what Budget Account** 01 30800510 540900505 **Object Code Description** Dean of Student Services: Other Materials

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

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

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**  
 The department has finished its Other Contractual expenses for the fiscal year and has funds to support other priorities.

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

Additional funds are needed in 01-30800510-540900505 (Dean of Student Services: Other Materials and Supplies) to cover the \$3,700 expense associated with purchasing T-shirts, bags, and other necessary items for the Youth Leadership Conference. These items are essential to the success of the conference, as they support student engagement, event branding, and overall program execution. Therefore, transferring funds into this account is necessary to ensure all required materials are properly funded and the event.

**Required Signatures**

**Requestor** Melena Burtis 2/20/2026  
Signed by: 8224335-07349407

**Cost Center Manager** Julia Willis 2/20/2026  
Signed by: 102807100-35500

**Associate Dean (If Applicable)** \_\_\_\_\_

**Dean (If Applicable)** \_\_\_\_\_

**Associate Vice President** Denise Jones 3/5/2026  
Signed by: 102807100-35500

**Area Vice President** Jodi E Koslow Martin 3/6/2026  
Signed by: 102807100-35500

**BUSINESS OFFICE APPROVALS**

**Grant Accountant:** \_\_\_\_\_

**Asst. Director of Finance** \_\_\_\_\_

**Exec. Director of Finance:** \_\_\_\_\_

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

**VP of Business Services:** [Signature] 2/9/26

**Entered by:** 138573 73 3/9/26

### Budget Transfer Form

Dollar Amount

\$602

From what Budget Account

01 - 30900506 - 54020005

Object Code Description

Transfer Center: Printing

To what Budget Account

01 - 30900506 - 55010005

Transfer Center : Meeting Expense

Is this a Grant?  
Yes [ ] No [X]

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

Grant Accountant?

Include Attachments: Yes [ ] No [X]

**Rationale:**

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

All Printing Expenses needed for FY 26 have been met.

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

Additional funds are needed to support the remaining Transfer Center Spring 2026 events, such as Decision Day, PICU Fair, and Transfer Fairs.

**Required Signatures**

Requestor

Signed by: Patricia Rodriguez 3/12/2026  
4F5B4FFAED014A9

Cost Center Manager

Signed by: Patricia Rodriguez 3/12/2026  
4F5B4FFAED014A9

Associate Dean (If Applicable)

Signed by: \_\_\_\_\_ 3/12/2026

Dean (If Applicable)

Signed by: Denise Jones 3/12/2026  
1F03E26912A94E

Associate Vice President

Signed by: Jodi Koslow Martin 3/12/2026  
7F7DB8A8BAE4FC

Area Vice President

Signed by: Jodi Koslow Martin 3/12/2026  
7F7DB8A8BAE4FC

### BUSINESS OFFICE APPROVALS

Grant Accountant: \_\_\_\_\_

Asst. Director of Finance: \_\_\_\_\_

Exec. Director of Finance: AP

Exec. Dir. of Bus. Operations: CR

VP of Business Services: BP 3/13/26

Entered by: 30501 73 3/16/26

**Budget Transfer Form**

**Dollar Amount** \$700

**From what Budget Account** 01 30900507 540900505 **Object Code Description**  
Triumph-Surge: Other Materials & Supplies

**To what Budget Account** 01 30900507 550100005 **Object Code Description**  
Triumph- Surge: Meeting Expense

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

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

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**  
 After this transfer, the department has sufficient funds available to complete the remaining anticipated other materials expenses for the year.

**Explain specifically why additional funds are needed in the receiving account:**  
 Funding is needed in the Triumph & Surge meeting expense for the remainder of the fiscal year to cover the cost of meeting expenses, such as catering and refreshments, for programming and recruitment.

**Required Signatures**

**Requestor** Tatiana King 3/2/2026

**Cost Center Manager** Stephanie Townsend 3/2/2026

**Associate Dean (if Applicable)** \_\_\_\_\_

**Dean (if Applicable)** Denise Jones 3/3/2026

**Associate Vice President** [Signature] 3/3/2026

**Area Vice President** Jodi Koslow Martin 3/5/2026

**BUSINESS OFFICE APPROVALS**

**Grant Accountant:** \_\_\_\_\_

**Asst. Director of Finance:** \_\_\_\_\_

**Exec. Director of Finance:** [Signature]

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

**VP of Business Services:** [Signature] 3/9/24

**Entered by:** B857573 3/9/24

### Budget Transfer Form

**Dollar Amount**                     \$363                    

**From what Budget Account** 01    30900507    540900505      **Object Code Description** Triumph-Surge : Other Materials & Supplies

**To what Budget Account** 01    30900507    550200005      **Object Code Description** Triumph-Surge : Travel in State

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

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

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**  
 Funding is requested to be transferred from the Triumph & Surge Other Materials & Supplies account to the Triumph & Surge in state travel account to cover the cost of transportation for campus visits. Our department is reallocating funds from the Other Materials & Supplies. This budget transfer is required due to an encumbrance.

**Explain specifically why additional funds are needed in the receiving account:**  
 Funding is needed in Triumph & Surge in state travel for the remainder of the fiscal year to cover the cost of transportation for students to campus visits. Budget transfer needed due to encumbrance.

**Required Signatures**

**Requestor**      Signed by: *Tatiana King*      3/2/2026  
B2C883AEC90F41A...

**Cost Center Manager**      Signed by: *Stephanie Townsend*      3/2/2026  
B2185C0235F64BB...

**Associate Dean (if Applicable)**      \_\_\_\_\_

**Dean (if Applicable)**      Signed by: *Denise Jones*      3/3/2026  
1FD3E48019A849E...

**Associate Vice President**      Signed by: *[Signature]*      3/3/2026  
8C0DEF7B690BF42D...

**Area Vice President**      Signed by: *Jodi Koslow Martin*      3/22/2026  
7F708B84BAE4FC...

### BUSINESS OFFICE APPROVALS

**Grant Accountant:** \_\_\_\_\_

**Asst. Director of Finance** \_\_\_\_\_

**Exec. Director of Finance:** \_\_\_\_\_ *M*

**Exec. Dir. of Bus. Operations:** \_\_\_\_\_ *OR*

**VP of Business Services:** *[Signature]* 3/23/26

**Entered by:** 13859573 3/23/26

### Budget Transfer Form

|  |                             |   |
|--|-----------------------------|---|
| <b>Dollar Amount</b>   | <u>\$809000</u>             |   |
|  |                             | <b>Object Code Description</b>                |
| <b>From what Budget Account</b>  | 01    40200510    53090010  | <u>Other Contractual Services</u>             |
| <b>To what Budget Account</b>  | 01    40200510    540900505 | <u>Other Material &amp; Services</u>          |
| <p><b>Is this a Grant?</b>                      <b>*If you are submitting a grant transfer, the following statement must appear in the Rationale:</b><br/>                 Yes ( )    No (X)                      "This is an allowable transfer under the (name of grant) guidelines"</p> |                             |   |
| <b>Grant Accountant?</b>   |                             | <b>Include Attachments:</b> Yes ( )    No (X) |

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**  
 we will have less contractual service expenses in the year than what was budgeted for.

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

We have a need for promotional merchandise to use at trainings and events. They were not budgeted for, so the transfer is needed to move monies to the right account.

**Required Signatures**

|                                       |   |           |
|---------------------------------------|---|-----------|
| <b>Requestor</b>                      | <u>Laura Fisher</u>                           | 2/13/2026 |
|                                       | <small>DocuSigned by: D5EE9453403B468</small> |           |
| <b>Cost Center Manager</b>            | <u>Laura Fisher</u>                           | 2/13/2026 |
|                                       | <small>DocuSigned by: D5EE9453403B468</small> |           |
| <b>Associate Dean (If Applicable)</b> | <u>Katie Kullo</u>                            | 2/13/2026 |
|                                       | <small>Signed by: 3F0B072B41E945F</small>     |           |
| <b>Dean (If Applicable)</b>           | <u>Felicia Townsend</u>                       | 2/23/2026 |
|                                       | <small>Signed by: 135709C57C1C308</small>     |           |
| <b>Associate Vice President</b>       | <u>Paul Jensen</u>                            | 3/5/2026  |
|                                       | <small>Signed by: 815C0088B1974DE</small>     |           |
| <b>Area Vice President</b>            | <u>Susan Campos</u>                           | 3/6/2026  |
|                                       | <small>Signed by: FC3A251F8641495</small>     |           |

#### BUSINESS OFFICE APPROVALS

**Grant Accountant:** \_\_\_\_\_

**Asst. Director of Finance:** \_\_\_\_\_

**Exec. Director of Finance:** \_\_\_\_\_

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

**VP of Business Services:** Susan 3/9/26

Entered by: B8577 73 3/9/26

### Budget Transfer Form

Dollar Amount \$225.00

From what Budget Account 01 40200510 540100110 Object Code Description Office Supplies

To what Budget Account 01 40200510 550100005 Meeting Expense

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

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

**Rationale:**

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

CBPD does not need any additional office supplies for this year. Anything needed has already been purchased.

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

CBPD is hosting a business chamber event with the Grand Chamber here at the college, and CBPD needs the funds to pay for food and refreshments.

**Required Signatures**

|                                       |                                       |           |
|---------------------------------------|---------------------------------------|-----------|
| <b>Requestor</b>                      | DocuSigned by:<br><u>Laura Fisher</u> | 3/19/2026 |
| <b>Cost Center Manager</b>            | DocuSigned by:<br><u>Laura Fisher</u> | 3/20/2026 |
| <b>Associate Dean (if Applicable)</b> | DocuSigned by:<br><u>Katie Rullo</u>  | 3/20/2026 |
| <b>Dean (if Applicable)</b>           | Signed by:<br><u>Felicia Townsend</u> | 3/23/2026 |
| <b>Associate Vice President</b>       | Signed by:<br><u>Paul Jensen</u>      | 3/23/2026 |
| <b>Area Vice President</b>            | Signed by:<br><u>Susan Campos</u>     | 3/25/2026 |

### BUSINESS OFFICE APPROVALS

**Grant Accountant:** \_\_\_\_\_

**Asst. Director of Finance** \_\_\_\_\_

**Exec. Director of Finance:** \_\_\_\_\_ *AK*

**Exec. Dir. of Bus. Operations:** \_\_\_\_\_ *CR*

**VP of Business Services:** \_\_\_\_\_ *2/26/26*

Entered by: B8600 JB 3/24/26

### Budget Transfer Form

|  |   |   |
|--|---|---|
| <b>Dollar Amount</b>   | <u>\$150.00</u>   |   |
| <b>From what Budget Account</b>  | 01 - <u>40200510</u> - <u>540100210</u>   | <b>Object Code Description</b><br><u>Instructional Supplies</u> |
| <b>To what Budget Account</b>  | 01 - <u>40200510</u> - <u>550100005</u>   | <u>Meeting Expense</u>  |
| <b>Is this a Grant?</b><br>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <b>*If you are submitting a grant transfer, the following statement must appear in the Rationale:</b><br>"This is an allowable transfer under the (name of grant) guidelines" |   |
| <b>Grant Accountant?</b>   | <b>Include Attachments:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>   |   |

**Rationale:**

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

CBPD does not need to purchase additional instructional supplies for this fiscal year.

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

CBPD is hosting a business chamber event with the 'Grand Chamber' here at the college. CBPD needs the funds to purchase refreshments for the event.

**Required Signatures**

|                                       |  |           |
|---------------------------------------|--|-----------|
| <b>Requestor</b>                      | <small>DocuSigned by:</small><br><u>Laura Fisher</u> | 3/19/2026 |
| <b>Cost Center Manager</b>            | <small>DocuSigned by:</small><br><u>Laura Fisher</u> | 3/20/2026 |
| <b>Associate Dean (If Applicable)</b> | <small>DocuSigned by:</small><br><u>Katie Rullo</u>  | 3/20/2026 |
| <b>Dean (If Applicable)</b>           | <small>Signed by:</small><br><u>Felicia Townsend</u> | 3/23/2026 |
| <b>Associate Vice President</b>       | <small>Signed by:</small><br><u>Paul Jensen</u>      | 3/23/2026 |
| <b>Area Vice President</b>            | <small>Signed by:</small><br><u>Susan Campos</u>     | 3/25/2026 |

### BUSINESS OFFICE APPROVALS

**Grant Accountant:** \_\_\_\_\_

**Asst. Director of Finance** \_\_\_\_\_

**Exec. Director of Finance:** \_\_\_\_\_ *CR*

**Exec. Dir. of Bus. Operations:** \_\_\_\_\_

**VP of Business Services:** *San 3/24/24*

**Entered by:** B860173 3/26/24

Budget Transfer Form

Dollar Amount \$3,010.00

From what Budget Account 01 80100520 580500010

To what Budget Account 01 80100520 540600005

Object Code Description  
VP Business Affairs : Equipment - Comput

VP Business Affairs : Publication & Dues

Is this a Grant?  
Yes [ ] No [X]

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

Grant Accountant?

Include Attachments: Yes [ ] No [X]

**Rationale:**

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:  
Less funds are needed in VP Business Affairs : Equipment - Computers>5K this Fiscal year.

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

Funds are need in VP Business Affairs : Publication & Dues to pay for membership dues.

Required Signatures

Requestor Signed by: Danielle Stephens 3/18/2026  
DA89BCBF97894C3

Cost Center Manager DocuSigned by: James Reynolds 3/18/2026  
9E9A6D9116FD4EB

Associate Dean (If Applicable) \_\_\_\_\_

Dean (If Applicable) \_\_\_\_\_

Associate Vice President Signed by: Colleen Rockafellow 3/18/2026  
857C5EAAF3054E1

Area Vice President Signed by: Sean Sullivan 3/18/2026  
642220251EC74A1

**BUSINESS OFFICE APPROVALS**

Grant Accountant: \_\_\_\_\_

Asst. Director of Finance \_\_\_\_\_

Exec. Director of Finance: [Signature]

Exec. Dir. of Bus. Operations: \_\_\_\_\_

VP of Business Services: [Signature] 3/20/26

Entered by: B8592-73 3/20/26

### Budget Transfer Form

|  |   |   |
|--|---|---|
| <b>Dollar Amount</b>   | <u>\$100.00</u>   |   |
| <b>From what Budget Account</b>  | <u>01 - 80101025 - 550100005</u>  | <b>Object Code Description</b><br><u>meeting expenses</u> |
| <b>To what Budget Account</b>  | <u>01 - 80101025 - 540900505</u>  | <u>other materials and supplies</u>                       |
| <b>Is this a Grant?</b><br>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <b>*If you are submitting a grant transfer, the following statement must appear in the Rationale:</b><br>"This is an allowable transfer under the (name of grant) guidelines" |   |
| <b>Grant Accountant?</b>   | <b>Include Attachments:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>   |   |

**Rationale:**

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

All meetings for the year have been completed, and the funds allocated for this purpose are no longer needed during this time period.

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

I am requesting that the remaining funds be moved to another account to help support the costs associated with Reunion at the Ballpark.

**Required Signatures**

|                                       |                                       |                  |
|---------------------------------------|---------------------------------------|------------------|
| <b>Requestor</b>                      | <u>Signed by: Tina Lilly</u>          | <u>2/24/2026</u> |
| <b>Cost Center Manager</b>            | <u>Signed by: Tina Lilly</u>          | <u>2/24/2026</u> |
| <b>Associate Dean (if Applicable)</b> | _____                                 |                  |
| <b>Dean (if Applicable)</b>           | _____                                 |                  |
| <b>Associate Vice President</b>       | <u>Signed by: Colleen Rockafellow</u> | <u>2/24/2026</u> |
| <b>Area Vice President</b>            | <u>Signed by: Sean Sullivan</u>       | <u>2/24/2026</u> |

### BUSINESS OFFICE APPROVALS

**Grant Accountant:** \_\_\_\_\_

**Asst. Director of Finance:** \_\_\_\_\_

**Exec. Director of Finance:** AR

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

**VP of Business Services:** Ann 2/25/26

**Entered by:** B8553 B 2/26/26

### Budget Transfer Form

Dollar Amount: \$800

From what Budget Account: 01 80700510 550200005      Object Code Description: Institutional Research : Travel - In State

To what Budget Account: 01 80700510 530900010      Object Code Description: Institutional Research : Other Contractual Se

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

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

**Rationale:**  
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:  
 The expected expenses under this account is going to be lower than budgeted.

Explain specifically why additional funds are needed in the receiving account:  
 Since the remaining funds in this account has been encumbered, there are no funds available to pay for the budgeted SurveyMonkey subscription of \$1440.

**Required Signatures**

Requestor: Signed by: Kurian Tharakunnel 2/27/2026

Cost Center Manager: Signed by: Kurian Tharakunnel 2/27/2026

Associate Dean (If Applicable): \_\_\_\_\_

Dean (If Applicable): \_\_\_\_\_

Associate Vice President: Signed by: Mary-Rita Moore 2/27/2026

Area Vice President: Signed by: Mary-Rita Moore 2/27/2026

### BUSINESS OFFICE APPROVALS

Grant Accountant: \_\_\_\_\_

Asst. Director of Finance: \_\_\_\_\_

Exec. Director of Finance: AK

Exec. Dir. of Bus. Operations: OK

VP of Business Services: 3/3/26

Entered by: B8560 JB 3/3/26

### Budget Transfer Form

|  |                                  |  |
|--|----------------------------------|--|
| <b>Dollar Amount</b>   | <u>\$700</u>                     |  |
| <b>From what Budget Account</b>  | <u>01 - 80700510 - 550300005</u> | <b>Object Code Description</b><br><u>Institutional Research : Travel - Out Of State</u>                |
| <b>To what Budget Account</b>  | <u>01 - 80700510 - 530900010</u> | <u>Institutional Research : Other Contractual Services</u>   |
| <p><b>Is this a Grant?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <b>*If you are submitting a grant transfer, the following statement must appear in the Rationale:</b><br/>                 "This is an allowable transfer under the (name of grant) guidelines"</p> |                                  |  |
| <p><b>Grant Accountant?</b></p>  |                                  | <p><b>Include Attachments:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> |

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**  
 The expected expenses under this account is going to be lower than budgeted.

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

Since the remaining funds in this account has been encumbered, there are no funds available to pay for the budgeted surveyMonkey subscription of \$1440.

**Required Signatures**

|                                       |                                      |                  |
|---------------------------------------|--------------------------------------|------------------|
| <b>Requestor</b>                      | <u>Signed by: Kurian Tharakunnel</u> | <u>2/27/2026</u> |
| <b>Cost Center Manager</b>            | <u>Signed by: Kurian Tharakunnel</u> | <u>2/27/2026</u> |
| <b>Associate Dean (if Applicable)</b> | _____                                |                  |
| <b>Dean (if Applicable)</b>           | _____                                |                  |
| <b>Associate Vice President</b>       | <u>Signed by: Mary-Rita Moore</u>    | <u>2/27/2026</u> |
| <b>Area Vice President</b>            | <u>Signed by: Mary-Rita Moore</u>    | <u>2/27/2026</u> |

### BUSINESS OFFICE APPROVALS

**Grant Accountant:** \_\_\_\_\_

**Asst. Director of Finance:** \_\_\_\_\_

**Exec. Director of Finance:** ML

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

**VP of Business Services:** [Signature] 3/3/26

**Entered by:** B8561 B 3/3/26

### Budget Transfer Form

**Dollar Amount** \$2,160

**From what Budget Account** 01 80900530 590900089 **Object Code Description**  
Grant Office: Grant Manager Discretionary

**To what Budget Account** 01 80900530 550100005 **Object Code Description**  
Grant Office: Meeting Expense

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

**Grant Accountant?** **Include Attachments:** Yes [ ] No [x]

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**  
Although the budgeted funds are still needed, they are no longer required within the originally assigned budget line and are being reallocated to the meeting expense line to help cover catering costs for WEI Orientation's.

**Explain specifically why additional funds are needed in the receiving account:**  
This transfer will ensure that catering expenses for the WEI Orientation events taking place on April 21, May 12, and June 9, 2026, are adequately supported while making effective use of available budget resources.

**Required Signatures**

**Requestor** Signed by: *Hette Perry* 3/20/2026  
39C669C234184ED...

**Cost Center Manager** Signed by: *[Signature]* 3/20/2026  
E5B40A7325094D3...

**Associate Dean (If Applicable)** \_\_\_\_\_

**Dean (If Applicable)** \_\_\_\_\_

**Associate Vice President** Signed by: *[Signature]* 3/20/2026  
E5B40A7325094D3...

**Area Vice President** Signed by: *Susan Campos* 3/21/2026  
87D6745E08A8449...

### BUSINESS OFFICE APPROVALS

**Grant Accountant:** \_\_\_\_\_

**Asst. Director of Finance** \_\_\_\_\_

**Exec. Director of Finance:** \_\_\_\_\_ *AR*

**Exec. Dir. of Bus. Operations:** \_\_\_\_\_ *CR*

**VP of Business Services:** \_\_\_\_\_ *[Signature] 3/23/26*

**Entered by:** B8596 73 3/23/26

### Budget Transfer Form

**Dollar Amount** \$5,000

**From what Budget Account** 05 60401015 550300005 **Object Code Description** Men's Basketball: Travel -out of State

**To what Budget Account** 05 60400505 530900010 **Object Code Description** Athletics: Other Contractual Services

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

Grant Accountant? \_\_\_\_\_ Include Attachments: Yes  No

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**  
This budget has sufficient available funds to cover the additional expenses required for the receiving account due to less out-state travel contests and expenses than originally budgeted.

**Explain specifically why additional funds are needed in the receiving account:**  
The receiving account needs the additional funds to cover various contractual fees. The current budget is not sufficient to meet these demands due to increase contractual services.

**Required Signatures:**

**Requestor** Garen Hernandez 3/16/2026  
Signed by: 8F18818716D0434

**Cost Center Manager** Andrew Blahut 3/16/2026  
Signed by: B478685D377C440

**Associate Dean (If Applicable)** \_\_\_\_\_

**Dean (If Applicable)** \_\_\_\_\_

**Associate Vice President** Colleen Rockafellow 3/16/2026  
Signed by: 857C80A0F3454E1

**Area Vice President** Sean Sullivan 3/17/2026  
Signed by: 642220251EC74A1

### BUSINESS OFFICE APPROVALS

**Grant Accountant:** \_\_\_\_\_

**Asst. Director of Finance** \_\_\_\_\_

**Exec. Director of Finance:** AM

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

**VP of Business Services** [Signature] 3/18/26

Entered by: B85865 3/19/25  
Revised B8604  
B8605 3/30/25

### Budget Transfer Form

Dollar Amount

\$800

From what Budget Account

05 - 60401045 - 550200005

Object Code Description

Wrestling: Travel - In State

To what Budget Account

05 - 60401030 - 530900010

Women Basketball: Other Contractual Services

Is this a Grant?  
Yes [ ] No [X]

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

Grant Accountant?

Include Attachments: Yes [ ] No [X]

**Rationale:**

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

This budget has sufficient available funds to cover the additional expenses required for the receiving account due to less in-state travel contests and expenses

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

The receiving account needs the additional funds to cover the Synergy Sports subscription invoice. The subscription provides video-based analytics and performance data tools that support game analysis, player development, and scouting for the coaches. The current budget is not sufficient to meet these demands.

**Required Signatures**

Requestor

Signed by: Yarin Hernandez 2/25/2026  
BP1801B748D0434

Cost Center Manager

Signed by: Andrew Blahut 2/25/2026  
B478685D377C440

Associate Dean (If Applicable)

\_\_\_\_\_

Dean (If Applicable)

\_\_\_\_\_

Associate Vice President

Signed by: Colleen Rockafellow 2/25/2026  
B57C582AF3454E1

Area Vice President

Signed by: Sean Sullivan 2/25/2026  
B42220251EC74A1

### BUSINESS OFFICE APPROVALS

Grant Accountant: \_\_\_\_\_

Asst. Director of Finance: \_\_\_\_\_

Exec. Director of Finance: Nr

Exec. Dir. of Bus. Operations: \_\_\_\_\_

Entered by: B8555 73 2/27/20

VP of Business Services: [Signature]

### Budget Transfer Form

Dollar Amount

\$120

From what Budget Account

05 70900510 530900010

Object Code Description

Athletic Facilities Rentals: Other Contractual

To what Budget Account

05 60401030 530900010

Women Basketball: Other Contractual Services

Is this a Grant?

Yes [ ] No [X]

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

Grant Accountant?

Include Attachments: Yes [ ] No [X]

**Rationale:**

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

This budget has sufficient available funds to cover the additional expenses required for the receiving account due to underutilization of contractual services and lower-than-budgeted expenses.

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

The receiving account needs the additional funds to cover upcoming assignor fees. The current budget is not sufficient to meet these demands.

**Required Signatures**

Requestor

Signed by: Yaren Hernandez 2/25/2026  
6F1881B718D0434...

Cost Center Manager

Signed by: Andrew Blahut 2/25/2026  
8478885D377C44U...

Associate Dean (If Applicable)

\_\_\_\_\_

Dean (If Applicable)

\_\_\_\_\_

Associate Vice President

Signed by: Colleen Rockafellow 2/25/2026  
857C56AA0F3454EY...

Area Vice President

Signed by: Sean Sullivan 2/25/2026  
642220251EC74A1...

### BUSINESS OFFICE APPROVALS

Grant Accountant: \_\_\_\_\_

Asst. Director of Finance \_\_\_\_\_

Exec. Director of Finance: AS \_\_\_\_\_

Exec. Dir. of Bus. Operations: \_\_\_\_\_

Entered by: B8556 TB 2/27/26

VP of Business Services: [Signature] 2/27/26

### Budget Transfer Form

Dollar Amount

\$1,280.44

From what Budget Account

06 - 10205003 - 540100210

Object Code Description

Perkins B&T: Instructional Supplies

To what Budget Account

06 - 10205003 - 580600005

Perkins B&T: Equipment-Instructional >5K

Initial  
GL

Is this a Grant?

Yes  No

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:

"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Gianna Colella

Include Attachments: Yes  No

**Rationale:**

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

The funds originally allocated in this account have already been used to cover the planned purchases and expenses for this fiscal year. The remaining balance is not needed for any additional anticipated costs and is therefore available to be transferred. This is an allowable transfer under Perkins guidelines.

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

The receiving account requires additional funding to support the purchase of equipment for programs within the School of Business and Technology. These funds will enhance instructional resources and support program needs. This is an allowable transfer under Perkins guidelines.

**Required Signatures**

Requestor

Signed by: Maria Kavetska 3/5/2026  
8F2D5544C00A466

Cost Center Manager

Signed by: Paul Jensen 3/5/2026  
815C0068B1974DE

Associate Dean (If Applicable)

Signed by: Justyna Kokty 3/5/2026  
2BEF771AE185481

Dean (If Applicable)

Signed by: Paul Jensen 3/5/2026  
815C0068B1974DE

Associate Vice President

Signed by: Paul Jensen 3/5/2026  
815C0068B1974DE

Area Vice President

Signed by: Susan Marie Campos 3/6/2026  
FC3A451F8641495

**BUSINESS OFFICE APPROVALS**

Grant Accountant: gc 3-9-26

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

Exec. Dir. of Bus. Operations: \_\_\_\_\_

Entered by: B858673 3/20/26

VP of Business Services: [Signature] 3/20/26

### Budget Transfer Form

Dollar Amount

\$2,735.00

From what Budget Account

06 10205003 550200005

Object Code Description

Perkins B&T: Travel - In State

To what Budget Account

06 10205003 580600005

Perkins B&T: Equipment-Instructional > 5K

Initial  
GC

Is this a Grant?

Yes  No

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:

"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Gianna Colella

Include Attachments: Yes  No

#### Rationale:

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

The funds originally allocated in this account have already been used to cover the planned purchases and expenses for this fiscal year. The remaining balance is not needed for any additional anticipated costs and is therefore available to be transferred. This is an allowable transfer under Perkins guidelines.

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

The receiving account requires additional funding to support the purchase of equipment for programs within the School of Business and Technology. These funds will enhance instructional resources and support program needs. This is an allowable transfer under Perkins guidelines.

#### Required Signatures

Requestor

Signed by: Mania Kavetska 3/5/2026  
#F2D5544C00A456

Cost Center Manager

Signed by: Justyna Kobay 3/5/2026  
2BE7771AE182461

Associate Dean (if Applicable)

\_\_\_\_\_

Dean (if Applicable)

\_\_\_\_\_

Associate Vice President

Signed by: Paul Jensen 3/5/2026  
815C0066B1974DE

Area Vice President

Signed by: Susan Marie Campos 3/6/2026  
FC3A451FB041495

#### BUSINESS OFFICE APPROVALS

Grant Accountant

GC 3-9-26

Asst. Director of Finance

[Signature]

Exec. Director of Finance

[Signature]

Exec. Dir. of Bus. Operations

\_\_\_\_\_

VP of Business Services

[Signature] 3/20/26

Entered by: B8587 B 3/20/26

Budget Transfer Form

Dollar Amount \$5,400.00

From what Budget Account 06 10205003 580600005 Object Code Description Perkins B&T: Equipment - Instructional >\$5000

To what Budget Account 06 10405003 580600005 Object Code Description Perkins HC: Equipment - Instructional >\$5000

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

Grant Accountant? Gianna Colella Include Attachments: Yes  No

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**  
A change to HIA equipment purchases reduced net expenses, resulting in funds now available for reallocation. This is an allowable transfer under the Perkins V grant guidelines.

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

A change in company ownership resulted in a ~20% increase to critical DMS equipment, creating a need for additional funds. This is an allowable transfer under the Perkins V grant guidelines.

Required Signatures

**Requestor** Flavia Bruscato 3/17/2026  
Signed by: DC6885FC081B453

**Cost Center Manager** Justyna Kohly 3/17/2026  
Signed by: 2BEF771AE1B2461

**Associate Dean (If Applicable)** \_\_\_\_\_

**Dean (If Applicable)** \_\_\_\_\_

**Associate Vice President** Paul Jensen 3/23/2026  
Signed by: 415C008B1974DE

**Area Vice President** Susan Marie Campos 3/23/2026  
Signed by: FC3A251F8541495

**BUSINESS OFFICE APPROVALS**

Grant Accountant: GC 3-25-26

Asst. Director of Finance: \_\_\_\_\_

Exec. Director of Finance: \_\_\_\_\_

Exec. Dir. of Bus. Operations: CR

VP of Business Services: 3/26/26

Entered by: B8599 73 3/26/26

### Budget Transfer Form

Dollar Amount

\$2000.00

From what Budget Account

06 10405013 530900010

Object Code Description

westlake6 5thYR: Other Contractual Services

To what Budget Account

06 10405013 590200000

westlake6 5thYR: Student Grants & Scholarship

Initial  
PD

Is this a Grant?

Yes  No

\*If you are submitting a grant transfer, the following statement must appear in the Rationale:

"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Elizabeth Zydron

Include Attachments: Yes  No

#### Rationale:

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

Funds were allocated for use during this fiscal year, however, additional funds are needed for student grants and scholarships (06-10405013-590200000), which is the priority for student support.

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

Funds will be used to cover tuition and fees for currently eligible westlake Scholarship recipients. This is an allowable transfer under the westlake Health Foundation Scholarship guidelines.

#### Required Signatures

Requestor

Signed by: Zelda M Fredette 2/27/2026

Cost Center Manager

DocuSigned by: Christine Debus 3/2/2026

Associate Dean (If Applicable)

Dean (If Applicable)

Signed by: Gregg Bglau 3/2/2026

Associate Vice President

Signed by: Paul Jensen 3/2/2026

Area Vice President

Signed by: Susan Campos 3/2/2026

#### BUSINESS OFFICE APPROVALS

Grant Accountant: Elydron 3/2/26

Asst. Director of Finance

Exec. Director of Finance:

Exec. Dir. of Bus. Operations:

VP of Business Services: B... 3/4/26

Entered by: B 8564 JB 3/6/26

**Budget Transfer Form**

Dollar Amount \$4,000.00

|                          |                       |  |  |
|--------------------------|-----------------------|--|--|
|                          |                       | <b>Object Code Description</b>               |  |
| From what Budget Account | 06 10405013 540100240 | westlake6 5thYR: Student Supplies            |  |
| To what Budget Account   | 06 10405013 590200000 | westlake6 5thYR: Student Grants & Scholarshi |  |

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

**Rationale:**  
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:  
 Funds were allocated for use during this fiscal year; however, additional funds are needed for student grants and scholarships (06-10405013-590200000), which is the priority for student support.

**Explain specifically why additional funds are needed in the receiving account:**  
 Funds will be used to cover tuition and fees for currently eligible westlake Scholarship recipients. This is an allowable transfer under the westlake Health Foundation Scholarship guidelines.

**Required Signatures**

|                                       |  |           |
|---------------------------------------|--|-----------|
| <b>Requestor</b>                      | <small>Signed by:</small><br><u>Zelda M Fredette</u>     | 2/27/2026 |
| <b>Cost Center Manager</b>            | <small>DocuSigned by:</small><br><u>Christine Debush</u> | 3/2/2026  |
| <b>Associate Dean (if Applicable)</b> | <small>Signed by:</small>                                | 3/2/2026  |
| <b>Dean (if Applicable)</b>           | <u>Gregg Bergau</u>                                      | 3/2/2026  |
| <b>Associate Vice President</b>       | <u>Paul Jensen</u>                                       | 3/2/2026  |
| <b>Area Vice President</b>            | <u>Susan Campos</u>                                      | 3/2/2026  |

**BUSINESS OFFICE APPROVALS**

**Grant Accountant:** E Zydron 3/2/26  
**Asst. Director of Finance:** [Signature]  
**Exec. Director of Finance:** [Signature]  
**Exec. Dir. of Bus. Operations:** [Signature]  
**VP of Business Services:** [Signature] 3/4/26  
**Entered by:** B 8565 JB 3/6/26

### Budget Transfer Form

Dollar Amount

\$558.08

From what Budget Account

06 10905003 580600005

Object Code Description

Equipment- Instructional

To what Budget Account

06 10905003 550200005

Travel-In State



Is this a Grant?  
Yes  No

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

Grant Accountant? Elizabeth Zydron

Include Attachments: Yes  No

**Rationale:**

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

Equipment purchases are being met with slightly less than the allocated funding due to reduced costs. This is an allowable transfer under the EV Rev Up grant guidelines.

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

This transfer will allow the college to be reimbursed for funding the in-state professional development needed for meeting the objectives of the grant.

**Required Signatures**

Requestor

Signed by: Purna DeVol 2/23/2026  
ESB40A7925094D3

Cost Center Manager

Signed by: Justyna Kohly 2/23/2026  
2BEF771AE1824B1...

Associate Dean (If Applicable)

Signed by: \_\_\_\_\_ 3/11/2026

Dean (If Applicable)

Signed by: Paul Jensen 3/11/2026  
S15C008001974DE...

Associate Vice President

Signed by: PP 3/11/2026  
ESB40A7325094D3...

Area Vice President

Signed by: Susan Campos 3/11/2026  
87D6745E08A6449...

**BUSINESS OFFICE APPROVALS**

Grant Accountant: Elizabeth Zydron 3/11/26

Asst. Director of Finance: \_\_\_\_\_

Exec. Director of Finance: \_\_\_\_\_

Exec. Dir. of Bus. Operations: CR

VP of Business Services: Paul Jensen 3/12/26

Entered by: B857973 3/12/26

### Budget Transfer Form

Dollar Amount

\$2,732.96

From what Budget Account

06 - 10905003 - 580600005

Object Code Description

Equipment-Instructional

To what Budget Account

06 - 10905003 - 590900040

Faculty Professional Development

Initial  
*EB*

Is this a Grant?  
Yes [  ] No [  ]

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

Grant Accountant? Elizabeth Zydron

Include Attachments: Yes [  ] No [  ]

#### Rationale:

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

Equipment that was originally budgeted at a higher cost was purchased for less than anticipated, freeing up additional funds to cover other grant-related expenses. This is an allowable transfer under the guidelines of the EV Rev Up - Round 3 grant.

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

Additional funds are needed in this account to cover EV training costs for a newly hired automotive instructor. This is an allowable transfer under the guidelines of the EV Rev Up-Round 3 grant.

#### Required Signatures

Requestor

Signed by: Marina Kawetska 3/23/2026  
8F2D5544C00A456

Cost Center Manager

Signed by: Justyna Kohly 3/23/2026  
2DEF771AE1B2481...

Associate Dean (If Applicable)

\_\_\_\_\_

Dean (If Applicable)

\_\_\_\_\_

Associate Vice President

Signed by: Paul Jensen 3/24/2026  
815C0088B1974DE

Area Vice President

Signed by: Susan Marie Campos 3/24/2026  
FC3A451F8621495

#### BUSINESS OFFICE APPROVALS

Grant Accountant:

E Zydron 3/25/26

Asst. Director of Finance

\_\_\_\_\_

Exec. Director of Finance:

\_\_\_\_\_ *AK*

Exec. Dir. of Bus. Operations:

\_\_\_\_\_ *OK*

Entered by:

B 8599 73 3/26/26

VP of Business Services:

[Signature] 3/26/26

### Budget Transfer Form

**Dollar Amount** \$168.54

**From what Budget Account** 06 10905003 580600005 **Object Code Description** Equipment-Instructional

**To what Budget Account** 06 10905003 590900088 **Object Code Description** Indirect Cost

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

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

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**  
 With reduced prices for equipment purchases, there is more available to spend in travel. This, in turn, causes more costs to be applied for indirect reimbursement. This is an allowable transfer under the EV Rev Up grant guidelines.

**Explain specifically why additional funds are needed in the receiving account:**  
 The reduction in equipment funds allows for indirect costs to be applied. This will increase the funds to the college.

**Required Signatures**

**Requestor** Signed by: Purna DeVol 2/23/2026  
ESB40A7325094D3...

**Cost Center Manager** Signed by: Justyna Kohly 2/23/2026  
ZBEF771AE1B24D1...

**Associate Dean (If Applicable)** \_\_\_\_\_

**Dean (If Applicable)** Signed by: Paul Jensen 3/11/2026  
B13C006BB1974DE...

**Associate Vice President** Signed by: Purna DeVol 3/11/2026  
ESB40A7325094D3...

**Area Vice President** Signed by: Susan Campos 3/11/2026  
B7D8745E0BA6449...

**BUSINESS OFFICE APPROVALS**

**Grant Accountant:** Elychra 3/11/26

**Asst. Director of Finance:** *(Signature)*

**Exec. Director of Finance:** \_\_\_\_\_

**Exec. Dir. of Bus. Operations:** *(Signature)*

**VP of Business Services:** *(Signature)* 3/12/26

**Entered by:** B8580 TB 3/12/20

### Budget Transfer Form

**Dollar Amount** \$5,000.00

**From what Budget Account** 06 20805008 550200005 **Object Code Description** Perkins: In-State Travel

**To what Budget Account** 06 10205003 540900505 **Object Code Description** Perkins B&T: Other Materials & Supplies

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

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

**Rationale:**

**Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**  
 The remaining balance in this account is sufficient to cover all anticipated in-state travel expenses for the Associate Vice President for the remainder of the fiscal year. This is an allowable transfer under Perkins guidelines.

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

The receiving account requires additional funding to support the purchase of equipment for the Architecture program. These funds will directly enhance instructional resources and support program needs. This is an allowable transfer under Perkins guidelines.

**Required Signatures**

**Requestor** Maria Kavetska 2/25/2026  
Signed by: 8F2D6544C00A456

**Cost Center Manager** Paul Jensen 2/25/2026  
Signed by: 815C09BB1974DE

**Associate Dean (if Applicable)** Justyna Kohly 2/25/2026  
Signed by: 2BEF771AE102461

**Dean (if Applicable)** \_\_\_\_\_

**Associate Vice President** Paul Jensen 2/25/2026  
Signed by: 815C09BB1974DE

**Area Vice President** Susan Marie Campos 2/28/2026  
Signed by: FC3A451F8B41495

### BUSINESS OFFICE APPROVALS

**Grant Accountant:** GC 3-2-26

**Asst. Director of Finance:** \_\_\_\_\_

**Exec. Director of Finance:** \_\_\_\_\_

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

**VP of Business Services:** RP 3/4/26

**Entered by:** B8563 73 3/6/26

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

Meeting of April 21, 2026

ACTION EXHIBIT NO. 17351

**SUBJECT: CERTIFICATE OF FINAL COMPLETION AND AUTHORIZATION OF  
FINAL PAYMENT FOR THE RTU REPLACEMENTS BUILDING B  
PROJECT**

**RECOMMENDATION:** That the Board of Trustees approve the Certificate of Final  
Completion and the Final Payment Application of \$48,619.64 for the RTU Replacements  
Building B Project. The total project cost was \$973,592.72.

**RATIONALE:** Operations and Maintenance has reviewed the Certificate of Final Completion,  
the Final Waiver of Lien, and recommends the Final Payment Application be paid. The original  
contract amount was \$1,013,300.00; the final project amount was \$973,592.72. The project  
came in \$39,707.28 below budget.

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*Sean Sullivan*

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

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**Board Officers' Signatures Required:**

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**Mark R. Stephens**  
Chairman

---

**Tracy Jennings**  
Secretary

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**Date**

Related forms requiring Board signature: Yes  No

# Certificate of Final Acceptance

**Project:**  
RTU Replacements  
Building B  
Triton College  
2000 Fifth Ave.  
River Grove, IL 60171

**Architect:** ARCON Associates, Inc

**Contractor:**  
C. Acitelli Heating & Piping Contractors, Inc.  
813 S Villa Avenue  
Villa Park, Illinois 60181

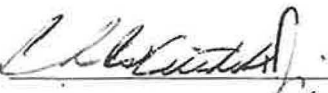

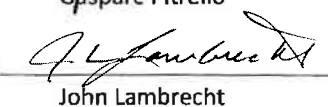
**Contract Date:** 09/05/2024

**Date of Issuance:** 03/16/2026

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

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

## SIGNATURES

|                   |                               |   |                       |
|-------------------|-------------------------------|---|-----------------------|
| <b>Contractor</b> | C. Acitelli Contractors, Inc. | By                      | Date <u>3/16/26</u>   |
| <b>Architect</b>  | ARCON Associates, Inc.        | By <br>Gaspare Pitrello | Date <u>03.25.26</u>  |
| <b>Owner</b>      | Triton College                | By <br>John Lambrecht   | Date <u>3/25/2026</u> |
| <b>Owner</b>      | Triton College                | By _____<br>Mark R. Stephens<br>Board Chairman  | Date _____            |

# APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO OWNER: Triton College  
2000 North Fifth Avenue  
River Grove, Illinois 60171

PROJECT: RTU Replacements - Building B  
2000 North Fifth Avenue  
River Grove, Illinois 60171

APPLICATION NO.: 4  
PERIOD TO: 11/30/2025  
CONTRACT DATE: 9/5/2024  
PROJECT NO(S): 23106.000

Distribution to:  
 OWNER  
 CONSTRUCTION MANAGER  
 ARCHITECT  
 CONTRACTOR  
 FIELD  
 OTHER

FROM CONTRACTOR:  
C. Acitelli Heating & Piping Contractors, Inc.  
813 S. Villa Ave., Villa Park, IL 60181  
CONTRACTOR FOR: HVAC

VIA ARCHITECT:  
ARCON Associates, Inc.  
2050 South Finley Road, Suite 40  
Lombard, Illinois 60148

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below, in connections with the Contract. Continuation Sheet, AIA Document G703, is attached.

|   |    |              |
|---|----|--------------|
| 1. ORIGINAL CONTRACT SUM  | \$ | 1,013,300.00 |
| 2. NET CHANGES IN THE WORK  | \$ | -39,707.28   |
| 3. CONTRACT SUM TO DATE (LINE 1+2)  | \$ | 973,592.72   |
| 4. TOTAL COMPLETED & STORED TO DATE<br>(Column G on G703)                     | \$ | 973,592.72   |
| 5. RETAINAGE:   |    |              |
| a. 0% of Completed Work<br>(Columns D + E on G703)                            | \$ | 0.00         |
| b. of Stored Material<br>(Line 5a + 5b or Total in Column I of G703)          | \$ | 0.00         |
| 6. TOTAL EARNED LESS RETAINAGE<br>(Line 4 less Line 5 Total)                  | \$ | 973,592.72   |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT<br>(Line 6 from prior Certificates) | \$ | 924,973.08   |
| 8. CURRENT PAYMENT DUE  | \$ | 48,619.64    |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE<br>(Line 3 less Line 6)             | \$ | 0.00         |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and the current payment shown herein is not due.

### CONTRACTOR:

By: Charles Acitelli Date: 11/25/2025

State of: Illinois  
County of: DuPage

Subscribed and sworn to before me  
this 25th day of

November, 2025

Notary Public: Rhonda A. Acitelli  
My Commission Expires: 4/25/2028



### CERTIFICATE FOR PAYMENT

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

### AMOUNT CERTIFIED

\$ 48,619.64

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

### ARCHITECT:

By: Lynne Peltz Date: Mar 25, 2026

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

| SUMMARY OF CHANGES IN THE WORK                                     | ADDITIONS | DEDUCTIONS   |
|--|-----------|--------------|
| Total Changes approved in previous months by Owner                 |           |              |
| Total approved this Month INCLUDING Construction Change Directives |           | \$39,707.28  |
| TOTALS   | \$0.00    | \$39,707.28  |
| NET CHANGED IN THE WORK  |           | -\$39,707.28 |

*[Handwritten Signature]*

3/27/2026  
PO B9222

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

Meeting of April 21, 2026

ACTION EXHIBIT NO. 17352

**SUBJECT: DOMINICAN UNIVERSITY FACILITY USAGE AGREEMENT**

**RECOMMENDATION:** That the Board of Trustees approve a Facility Usage Agreement with Dominican University as an “Athletic Facility Partner” with Triton College. Dominican University seeks to schedule up to 300 hours per year of field usage time in the Men’s Baseball Stadium and on the Women’s Softball Field. The Facility Usage Agreement will be paid to Triton in two installments of \$103,125, for a total amount of \$206,250 over the 5 year period.

**RATIONALE:** To promote the redevelopment of Triton athletic facilities, the College has established community partnerships to utilize and showcase the Triton College athletic facilities within its in-district communities, promoting community access and campus exposure. As an Athletic Facilities “Partner,” Dominican University will receive the ability to book specified venues up to six (6) months earlier than “Non-Partners,” and subject to additional terms and conditions as specified in the Partnership Agreement. Triton events and practices will remain priority over Dominican for field usage.

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*Sean Sullivan*

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

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**Board Officers’ Signatures Required:**

|                                      |                                     |             |
|--------------------------------------|-------------------------------------|-------------|
| _____                                | _____                               | _____       |
| <b>Mark R. Stephens<br/>Chairman</b> | <b>Tracy Jennings<br/>Secretary</b> | <b>Date</b> |

Related forms requiring Board signature: Yes  No

**DOMINICAN UNIVERSITY & TRITON COLLEGE**  
**ATHLETIC FIELD PARTNERSHIP AGREEMENT**

| <u>Agreement Length</u> | <u>Payment</u>                         | <u>Usage</u>   |
|-------------------------|--|--|
| 5 Years                 | \$206,250<br>in two equal installments | 150 hours/year for baseball<br>150 hours/year for softball |

This “Partnership Agreement”, to benefit both organizations, is entered into by Dominican University, (hereafter “Dominican”) and Community College District 504, commonly known as Triton College, (hereafter “Triton”) establishing a Triton College Athletic Field Partnership for the Men’s Baseball Field and Women’s Softball Field.

The Partnership Agreement shall be for a term of five (5) years beginning April 21, 2026 and terminating February 1, 2031. The terms and conditions of this Partnership Agreement are as set forth below.

**1. Dominican Financial Obligations:**

- a. Dominican shall pay Triton Two Hundred and Six Thousand Two Hundred and Fifty (\$206,250) dollars for the five (5) year term. Such payment shall be made to Triton, in two equal installments. The first installment shall be made on or before April 21, 2026, in the amount of One Hundred Three Thousand One Hundred and Twenty-Five Dollars (\$103,125.00). The second installment in the amount of One Hundred Three Thousand One Hundred and Twenty-Five Dollars (\$103,125.00) shall be made on or before February 1, 2028.
- b. Dominican shall receive up to 300 hours of total field time, as set forth in Section 3a, for practices of Dominican’s official NCAA Men’s Baseball and Women’s Softball athletic teams only, limited to dates, field schedule, and hours as set forth herein.
- c. Dominican may request that games be held at Triton each season, based on availability and scheduling priority. These games may include NCAA games, non-conference games, and two (2) games (one baseball and one softball) for an alumni and a non-traditional game. For each game held at Triton, Dominican shall pay Triton a fee over and above that established by this Agreement. The fee shall be based upon the then published Triton fee schedule for in-district game field rentals and will also include costs for staffing. Payment shall be due fourteen calendar (14) days prior to the scheduled game.
- d. Dominican shall be financially responsible for any necessary maintenance that is beyond normal custodial duties and normal wear & tear, including but not limited to any damage to the Triton grounds, buildings or amenities.
- e. For any practice, Dominican shall be responsible for the demised premises being left in a clean, orderly and fully operational and undamaged state; ready for immediate usage by the next scheduled user/activity.

## **2. Priority Scheduling Agreement**

There shall be no expectation of priority scheduling for Dominican practices or alumni game field rental.

## **3. General Scheduling Agreement**

- a. Dominican shall be entitled to schedule up to 150 hours annually of Men's Baseball field usage under the conditions referred to in section 2 above. Dominican shall also be entitled to schedule up to 150 hours of Women's Softball field usage annually subject to the conditions of section 2 above. Any additional uses of the Triton College facilities, including for NCAA, non-conference, or alumni competitions, shall be scheduled in Triton's sole discretion and separately billed at the then current Triton College rental rate. Up to twenty (20) hours of these field allocations can be traded between the two fields each year, if the desired field is available and Triton approves of such trade in the schedule. Unused field time shall not accrue year over year, but rather shall expire at the end of each calendar year throughout the term of this Partnership Agreement.
- b. Field usage shall be for practices for Men's Baseball and Women's Softball field only and usage shall be rounded up to the nearest full hour.
  1. Dominican's use of Triton's Men's Baseball and Women's Softball fields shall be limited to the months of February 1 thru June 15, and September 1 thru November 15 each year of the Agreement.
  2. During the fall, typically September, Dominican may schedule two (2) dates, one to be used for baseball and the other for softball, for an alumni and non-traditional game based on availability and scheduling priority.

4. Dominican may schedule practice field usage up to six (6) months prior to the publication of Triton's facilities calendar for public rentals.

## **5. Cancellation**

- a. Triton, in its sole discretion, has the right to cancel any previously booked Dominican usage for rescheduling of Triton postponed games or the scheduling of Triton playoff games, team playoff practices, and related Triton activities.
- b. Triton may, in its sole discretion, determine that any facility is unplayable and all Dominican usage shall be canceled.
- c. In the event of such cancellation, as set forth in Sections 5.a and 5.b above, Dominican shall be rescheduled to the first, mutually agreeable, available opportunity during the current season.

## **6. Field and Facility Conditions**

- a. Triton shall provide Dominican with access to bathrooms, scoreboards, field lights, and PA systems of the facility at no additional charge, contingent upon Dominican's guarantee of proper

use and care of ancillary equipment and Dominican acknowledgment of liability for damage, repair, recalibration or other such maintenance caused by their usage or which occurs during the scheduled Dominican time use. All users of ancillary equipment must be trained and approved by the Triton Athletic Department.

- b. Triton shall complete all standard field and facility preparation and shall provide standard field equipment, including, but not limited to, bases and bull pen nets.

## **7. Signage Authorization and Regulation**

- a. During any separately scheduled Dominican NCAA contests, Dominican shall be allowed to place temporary signage, subject to advance Triton approval, in approved areas of Triton facilities.
- b. Triton shall have the opportunity to review all signage at least (30) calendar days prior to sign placement. Dominican shall provide an 8 x 10" replica sample of signage with detailed schematics.
- c. Triton shall provide a written decision regarding the requested temporary signage within (20) calendar days of receiving Dominican's written notice and sample signage.
- d. Triton may rescind any previously approved signage with twenty (20) calendar days advance written notice prior to any scheduled event.
- e. Triton may prohibit any proposed signage in its sole discretion.
- f. Each request for signage shall be an independent Triton decision and previous approval does not preclude future denial of signage.

## **General Terms and Conditions**

8. Changes to this Partnership Agreement may only be made in writing, by mutual agreement of the authorized agents of both institutions. All changes must be approved and signed on the same document by the designated authorized agent of Triton and Dominican, or their Board of managing authority.
9. Either party may terminate the Partnership Agreement for cause only and only as specifically set forth below. Other than the specific terms set forth in this Section 9, this Agreement may not be terminated.

Dominican shall have cause to terminate this Agreement only in the event that all available fields are deemed, by Triton in its sole discretion, to be permanently and irrevocably damaged. If Dominican terminates this Agreement based upon Triton's determination of permanent damage to the available fields, Triton shall return to Dominican a prorated share of the \$206,250 payment, based upon the remaining duration of the Agreement. Dominican shall make no claim for any further payment or damages, liquidated, actual or otherwise incurred which may arise as a result of the cancellation of this Partnership Agreement.

Triton shall have cause to terminate this Agreement based upon Dominican's material breach of the terms and conditions of this Agreement, failure to pay for any damages assessed as a result of Dominican use, violation of any posted or published Triton rule, or attempting to sublet any use granted herein in any manner and to any party. Dominican shall be granted one (1) period of (10) business days to cure any of the above referenced events giving rise to termination. If Triton terminates this Agreement based upon Dominican's material breach of this Agreement, the failure to pay any damage fees assessed, violation of Triton rule, or attempted sublet, Triton shall have no obligation to refund any payment to Dominican and any remaining unpaid portion of the agreed upon fee shall be paid to Triton within five (5) calendar days.

- 10.** Dominican assumes full responsibility for the payment of all federal, state, and local taxes incurred by Dominican as a result of this Agreement.
- 11.** This Agreement is executed by an authorized representative of Triton in the representative's official capacity only and the representatives shall have no personal liability under this Agreement.
- 12.** Dominican represents that it possesses all professional or business licenses required by law, if any, and all authorizations from the appropriate sport's governing bodies, and all qualifications necessary to perform its obligations.
- 13.** In no event shall Triton be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings, regardless of damage or injury.
- 14.** Dominican 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 may be prohibited by local, state, or federal law, rule or regulation.
- 15.** Dominican certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- 16.** Dominican certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.
- 17.** Any activity in violation of local, state or federal law is prohibited and shall result in the immediate cancellation of this Partnership Agreement with no refund provided.
- 18.** All correspondence shall be provided to respective parties as set forth below. Either party may change the notice and contact information provided herein by written notice at least (30) days in advance.

**19. Indemnification Obligations:**

- a. Dominican shall indemnify and hold Triton College, its officers, trustees, employees, agents and students harmless for any loss, injury, costs or damages incurred, including attorney's fees and costs, arising from or in any way related to Dominican's use of any Triton property, including, but not limited to, the athletic fields, buildings, and related adjacent parking lots, support areas, and structures, by Dominican guest, including, but not limited to, faculty, staff, students, business invitees, community invitees, licensees, employees, independent contractors, and visitors.
- b. Dominican shall hold harmless and indemnify Triton College, its officers, trustees, employees, or agents against any losses, damages, judgments, claims, expenses, costs, and liabilities imposed upon or incurred by or asserted against Triton, its officers, trustees, employees, or agents including reasonable attorneys' fees and expenses, arising out of the acts and omissions of Dominican, its officers, agents, or employees, under this Partnership agreement.

**20. Dominican Insurance Obligations:**

- a. Dominican shall provide evidence of insurance, naming Triton College, District No. 504, Triton College Trustees, and Triton College employees as additional insured with minimum limits of \$2,000,000 per occurrence individual bodily injury/property, and \$5,000,000 per occurrence and in the aggregate.
- b. Dominican shall provide Triton a Certificate of Insurance, demonstrating the required coverage a minimum of ten (10) business days prior of any usage of the Triton facilities, and must show it to be in force for a minimum of the time frame of dates reserved. Dominican shall satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy and shall name Triton as an additional named insured on a primary and non-contributory basis. Dominican shall further be required to provide an endorsement on its insurance policy naming Triton with a "blanket additional insured" coverage.
- c. In the event that no certificate of named insurance is in force at any time during this Agreement, no Dominican event can be held, but all the terms and conditions of this Partnership Agreement remain in full force and effect.

**21.** Dominican shall abide by all facility rules & regulations set forth by Triton.

**22.** Dominican shall be allowed to reschedule to any open (not already booked or scheduled by any other party), timeslot during the current season, subject to Triton's need to reschedule any cancellations of Triton teams. Dominican will not have the right to have any other scheduled group's rental moved or adjusted.

**23.** Notices under this Agreement shall be sent by Certified Return Receipt as follows

If to Dominican:      Mr. Mark Titzer  
Chief Financial Officer  
Dominican University  
7900 W. Division Street  
River Forest, IL 60305

If to Triton:            Mr. Sean Sullivan  
Vice President Business Services  
Triton College  
2000 Fifth Avenue  
River Grove, IL 60171

cc:                        Winner Law  
2344 W. Melrose  
Chicago, IL 60618

**24.** This Priority Partnership Agreement shall be governed by and construed in accordance with 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.

**25.** Time is of the essence of the Agreement.

**26.** This Priority Partnership Agreement will be effective immediately after the representatives of both organizations execute the Agreement and the Partnership fee is paid to Triton College.

*Mark C. Titzer*

03/05/2026

\_\_\_\_\_  
Dominican University

\_\_\_\_\_  
Date

\_\_\_\_\_  
Triton College  
Mark R. Stephens, Chairman  
Triton College Board of Trustees

\_\_\_\_\_  
Date

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

Meeting of April 21, 2026

ACTION EXHIBIT NO. 17353

**SUBJECT: ASSIGNMENT OF CCB CREDIT SERVICES AGREEMENT TO CREDIT COLLECTION PARTNERS**

**RECOMMENDATION:** That the Board of Trustees approve the assignment of the Agreement dated March 19, 2019, between Triton College and CCB Credit Services, Inc. (Springfield, IL) to Credit Collection Partners (CCP), effective April 22, 2026. Credit Collection Partners will assume all rights and obligations under the Agreement. Commission rates of 20% for new placements and 25% for second placements shall remain unchanged, and fees will be paid only on amounts collected. There is no upfront cost to the College. For reference, total commissions paid under this Agreement in Fiscal Year 2025 were approximately \$65,205.

**RATIONALE:** Approval of this assignment ensures continuity of collection services without interruption and allows the College to continue recovering outstanding balances not eligible for the Illinois Debt Recovery Program, supporting increased revenue while maintaining existing terms.

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*Sean Sullivan*

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

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**Board Officers' Signatures Required:**

\_\_\_\_\_  
**Mark R. Stephens**  
Chairman

\_\_\_\_\_  
**Tracy Jennings**  
Secretary

\_\_\_\_\_  
**Date**

Related forms requiring Board signature: Yes  No



**CONTRACT ADDENDUM**


Effective as of April 22, 2026, hereinafter the "Effective Date", Triton College, hereby expressly acknowledges, accepts, and consents to the assignment of the Agreement dated March 19, 2019, with CCB Credit Services ("CCBCS") TO Credit Collection Partners ("CCP"). CCP agrees that, from and after the Effective Date, it is substituted for CCBCS with respect to the rights assigned and hereby assumes, undertakes, and agrees to perform and be bound by all duties, obligations, liabilities, and responsibilities of CCBCS under the Agreement arising on or after the Effective Date, as if CCP were the original party to the Agreement between Triton College and CCBCS. CCP further acknowledges that the Agreement as executed on March 19, 2019 is valid, binding, and enforceable in accordance with its terms, and agrees that such terms shall apply to CCP to the same extent as they applied to CCBCS. This acceptance and assumption by CCP shall be irrevocable and shall ensure the benefit of and be binding upon the parties and their respective successors and permitted assigns.

All terms not otherwise addressed by the Addendum shall be governed by the terms of the Agreement.


**Triton College - Board of Trustee**

By: \_\_\_\_\_  
Name: Mark R. Stephens  
Title: Chairman of the Board of Trustees  
Date: \_\_\_\_\_

**CCB Credit Services, Inc.**

By:   
Name: Ron Krech  
Title: President  
Date: 3/16/26

**Credit Collection Partners**

By:   
Name: Rick Bonitzer  
Title: CEO  
Date: 3/16/26

## COLLECTION SERVICE AGREEMENT

This Agreement has been made and entered into and shall be effective as of the date that it is signed and accepted by and between Community College District 504, commonly known as Triton College, with its principal place of business at 2000 Fifth Avenue, River Grove, IL 60171, hereinafter referred to as "Client," and CCB Credit Services, Inc. with its principal place of business at 5300 S. 6<sup>th</sup> St., Springfield, IL 62703, hereinafter referred to as the "Agency."

### WITNESSETH:

Whereas, Client may have unpaid accounts which it may desire Company to collect from time to time;

Whereas, Agency is qualified to collect such unpaid accounts, and desires to handle such accounts as may be referred by Client;

Now, therefore, in consideration of the mutual covenants herein contained, the parties hereto do agree as follows:

1. The Agency agrees to undertake the collection of such accounts as the Client decides to place with the Agency for the purpose of collection, and to use due diligence and employ such lawful means, methods and procedures as in its judgment, discretion and experience it believes will best effect the collection of such accounts. Agency agrees that its collection procedures and practices shall comply with the Fair Debt Collection Practices Act and all Federal, State and other laws and regulations. Agency will give due consideration for collection guidelines established by Client for Agency. Agency agrees that it shall be an independent contractor and not an agent of Client.
2. Client allows Agency to report accounts assigned to Agency by Client with the various credit bureaus.
3. The Agency agrees that the Client will not be liable for any expense incurred by the Agency incidental to the settlement or realization of the account placed with the company for collection, except as herein provided. No compromise settlements will be accepted or suits instituted without the written consent of the authorized agent of the Client.
4. The Agency agrees to indemnify and hold the Client, its employees, officers, agents and all affiliates harmless against any and all liability, cost and expenses including court costs and attorney fees, occasioned by claims or suits for loss or damages arising out the acts of the agents, servants or employees of the Agency during the term of this

Agreement. The Client agrees to indemnify and hold the Agency harmless against any and all liability, cost and expense including attorney fees, occasioned by claims or suits for loss or damages arising out of the acts of the agents or employees of the Client as to the incorrect identification of any obligor or as to the incorrect description of the status of any assigned account.

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

5. The Agency agrees to remit monthly to the Client the net amount of all monies collected on the accounts placed by the Client with the Agency.
6. The Client agrees to advise the Agency promptly of payments made directly to the Client and to indemnify and hold the Agency harmless against any and all liability, loss and expense including attorney fees, occasioned by claims or suits for loss or damages arising out of the failure by the Client to notify the Agency of such payments.
7. The Client agrees to pay the Agency a commission based on monies collected, to the extent such commission is permitted by law, rule or regulation, either paid to company or paid to client on accounts after such accounts placed for collection under this Agreement as defined in Addendum A of this Agreement.
8. The Agency shall not accept settlement without written authorization from the authorized agent of the Client.
9. The Agency agrees to notify Client of any and all legal issues or counterclaims within 3 business days of knowledge or receipt of information indicating the above.
10. The Client or its designee shall have the right to conduct inspections and audits of the Agency's premises, records and collection procedures on accounts assigned to Agency by Client. Inspections shall occur during regular business hours.
11. This Agreement is non-exclusive and may be canceled upon a forty-five (45) day written notice to the other party except if any other provisions of this Agreement have been breached in which case termination is immediate. The Client may terminate the assignment of individual accounts for any reason at any time with 10 business days

notice. In the event of termination of this Agreement or the termination of an individual account by either party for any reason, Agency agrees to immediately stop all collection activity and to turn over to Client all records to the extent they exist or can be printed from computer data within ten( 10) days from the end of the termination. Client and Agency agree that the Agency will continue to service all accounts where through the efforts of the Agency a repayment plan has been created and monies are being collected for a period of time up to 6 months from the date of termination. The Client may then advise the customer that all future contact shall be made to the Client or to such other party as the Client may choose. Agency shall not be entitled to any fee, percent or otherwise, on any account once this Agreement has been terminated or the assignment on that particular account has been terminated, except that Client agrees to pay Agency for reasonable expenses incurred by Agency in the collection of that account through said termination or assignment. The Parties shall mutually agree upon the reasonable expenses following the termination of the account. Should any monies be received after termination of this Agreement, Agency agrees to advise Client promptly and to indemnify and hold Client harmless against any and all liability, loss and expense, including attorney fees, occasioned by claims or suits for loss or damage arising out of the failure by the Agency to notify Client. Notwithstanding any notice of termination of this Agreement, the parties may agree that Agency shall continue to collect a designated account or accounts. As to such accounts, all items and conditions of this Agreement shall apply.

12. This Agreement and all rights and privileges granted to Agency under this Agreement are personal and shall not be assigned, sublicensed or transferred by operation of law or otherwise, without the express prior written consent of the authorized agent of the Client. In the event of any unauthorized assignment, sublicense or transfer, this Agreement may be immediately terminated at the option of the Client, by the giving of notice to Agency, and all accounts delivered to Agency and not yet returned shall be returned to the Client within ten(10) days without further cost to the Client, including costs for collection on pending accounts.
13. Confidentiality: Agency will have access to information regarding consumers, and acknowledges that this information is confidential. Except as expressly provided within in this Agreement, Agency may not disclose this confidential information to any third party. Agency may disclose only as directed, the confidential information to affiliates, as

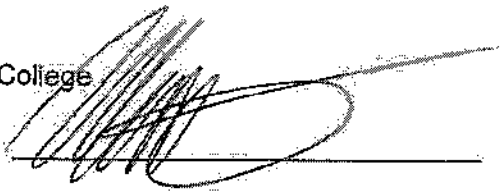
defined by the Gramm-Leach-Bliley Act, of Client. Agency may disclose the confidential information to its affiliates only as necessary to perform this Agreement. Agency must agree to notify and require any of its affiliates to agree that the confidential information is confidential and that it will not be disclosed by those affiliates to any other person or entity. Agency agrees that it will not utilize the confidential information for its own purposes or otherwise sell or disclose the information.

14. Agency acknowledges that it has received, may receive or may have access to confidential information that is or may be subject to the protections of the Gramm-Leach-Bliley Act, Pub.L. No. 106-102. (1999), and the Federal Trade Commissions Privacy Rule, 16 C.F.R. part 313 (2002) and further agrees, warrants and represents that it will comply with the requirements imposed by these laws.
15. Agency agrees to inform its employees, representatives and agents of the contents and requirements of this section of the Agreement, and to maintain and implement administrative, technical and physical safeguards sufficient to ensure the security, confidentiality and integrity of the confidential information.
16. Client state tax offset payments will be treated as an adjustment and not as a commissionable agency payment. Should a student have unused financial aid, that amount can be used towards their unpaid prior balance due. If that unpaid prior balance has been placed for external collection service, this transaction will be recorded as an adjustment and not as a commissionable agency payment.
17. The terms of paragraphs number 1, 3, 4, and 5 shall survive the termination of this Agreement.
18. This Agreement and all disputes arising hereunder or in connection herewith shall be governed by and construed in accordance with the internal substantive laws of the State of Illinois without reference to conflicts of law provisions. Any suit upon or in connection with Agreement shall be conducted in the County of Cook, State of Illinois.
19. Agency assumes full responsibility for the payment of all federal, state and local taxes incurred by Agency as a result of this Agreement.
20. This Agreement is executed by an authorized representative of Client in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

21. Agency represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations.
22. 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.
23. Neither party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer.
24. Agency certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
25. If Agency has more than 25 employees, Agency certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.

Triton College

By:



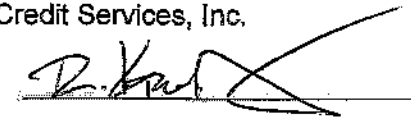
Name: Mark Stephens

Title: Board Chairman

Date: March 19, 2019

CCB Credit Services, Inc.

By:



Name: Ron Krech

Title: President

Date: April 22, 2019

**Addendum A: Fees**

The Client agrees to pay as commission a contingency fee on all monies collected on account placed with Agency under this Agreement. The agreed fee shall be:

20 % for primary placement accounts

25 % for secondary placement accounts

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

Meeting of April 21, 2026

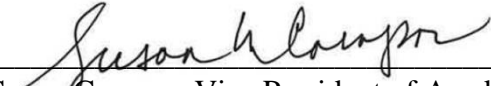
ACTION EXHIBIT NO. 17354

**SUBJECT: AGREEMENT WITH BOARD OF EDUCATION OF ELMWOOD PARK  
COMMUNITY UNIT SCHOOL DISTRICT NO. 401**

**RECOMMENDATION:** That the Board of Trustees approve a Student Teacher/Observer Agreement for the Triton Education Program with Elmwood Park Community District No. 401 to provide classroom sites for practicum-related learning opportunities for Triton students. This Agreement shall begin on April 22, 2026, and shall automatically renew annually for up to five (5) years unless either Party gives at least thirty (30) days' written notice before the current term ends. Triton students will complete their observation hours in various classrooms at Elmwood Park Elementary School. There is no cost to the College for this Agreement..

**RATIONALE:** This Agreement will enable students in our Education Program practicum courses to participate in student observer placements at Elmwood Park Community Unit School District. Triton students enrolled in our Education Program are required to complete observation hours in a K-12 classroom to study and understand educational theory and best practices related to teaching and learning. This Agreement will provide placement options for Triton students based on their grade levels of interest.

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

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**Board Officers' Signatures Required:**

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| <b>Mark R. Stephens</b><br><b>Board Chairman</b> | <b>Tracy Jennings</b><br><b>Secretary</b> | <b>Date</b> |
|--|---|-------------|

Related forms requiring Board signature: Yes  No

## **AFFILIATION AGREEMENT**

THIS AGREEMENT is entered into by and between Elmwood Park Community Unit School District No. 401 (the "School District"), and Community College District 504, commonly known as Triton College (each a "Party" to this Agreement and collectively, the "Parties"), to set out their respective rights and responsibilities with regard to any College teacher candidate who is assigned as a Student Teacher or Participant, as those terms are defined below, to the School District.

### **1. Definitions**

"Student Teacher" shall mean a College teacher candidate who has been admitted into the College's education program and has been assigned by the College to observe in the School District as part of their preparation for entering the education profession.

"Participant" shall mean a College education candidate who is enrolled in an education course at the College and has been assigned by the College for field experience in the School District involving less-than-full responsibility for instruction, such as an observer or tutor.

"Cooperating Teacher" shall mean a teacher in the School District to whom a Student Teacher or Participant is assigned for his or her student teaching experience.

"College Field Supervisor" or "Course Instructor" shall mean the College official in charge of the course of study or experience for which a student is assigned to the School District.

### **2. Term**

This Agreement shall become effective as of the date executed by both Parties hereto and shall continue for a period of one (1) year (the "Term") and shall automatically renew from year to year thereafter, for a total period not to exceed five (5) years (each a "Renewal Term"), unless terminated by either Party upon written notice to the other Party no less than thirty (30) days prior to the expiration of the then-current Term. Any Student Teacher or Participant placed with the School District as of the date of the termination notice shall be allowed to complete his or her assignment, subject to the termination provisions set forth in Section 5 herein.

### **3. Assignment of Student Teachers and Participants**

- a. The College shall inform Student Teacher's of the obligation to initiate the placement of a Student Teacher or Participant by submitting a written request for each proposed assignment, identifying the Student Teacher or Participant, the type of assignment, the objectives of the assignment, and proposed dates or duration of the assignment. The School District, in its sole discretion, shall make the decision as to whether the placement is accepted. If the placement is accepted by the School District, the final assignment of the Student Teacher or Participant shall be made by the School District after consultation with the Cooperating Teacher and Principal under whom the assignment will be completed
- b. The College Field Supervisor or Course Instructor shall provide supervision, administration, and implementation of all components of the Student Teacher or Participant's licensure/academic programming including filing for credentials with the State Educator Preparation and Licensure Board, if appropriate.
- c. All Student Teachers and Participants will follow the calendar of the School District and the daily schedule of the school where the College teacher candidate is placed.
- d. The College will designate a College Field Supervisor or Course Instructor for each Student Teacher or Participant placed with the School District who will serve as the point of contact for such

placement and coordinate all communication on behalf of the College. The College shall notify the School District of any change in the designated College Field Supervisor or Course Instructor.

#### **4. Termination or Suspension of Assignment**

- a. School District may, at any time, and for any reason, request that the College change or terminate the assignment of any Student Teacher or Participant. Except as otherwise provided in this Section, the Parties agree to make reasonable efforts to consult with one another prior to such change or termination. The School District reserves the right to immediately exclude any Student Teacher or Participant from its premises in the event the Student Teacher or Participant: **(1)** fails to successfully complete any background screening requirements required by applicable law or this Agreement; **(2)** is determined to have engaged in criminal conduct; or **(3)** in the School District's sole discretion, is determined to pose an imminent threat to the health, safety, and welfare of the School District's employees and/or students, or the School District's operations. The School District agrees to make reasonable efforts to notify the College prior to such exclusion or as soon as reasonably practicable thereafter, verbally and in writing. The College shall make the final decision to change or terminate the assignment of any Student Teacher or Participant assigned to the School District and assumes all responsibility therefor.
- b. The School District reserves the right to temporarily suspend the assignment of any Student Teacher or Participant who is the subject of a complaint of misconduct under the School District's Board of Education policies pending the results of an investigation. The School District agrees to make reasonable efforts to notify the College prior to such temporary suspension or as soon as reasonably practicable thereafter, verbally and in writing, and to notify and consult with the College regarding the result of any investigation conducted.

#### **5. College Notices**

The College shall notify each Student Teacher or Participant prior to their arrival at the School District that they are required to:

- a. Comply with all background screening requirements required by applicable law or otherwise required by the School District. The School District shall provide the necessary forms for completion of background screenings.
- b. Follow all applicable federal, state, and local laws and regulations and Board of Education policies, procedures, standards, and practices while assigned to the School District.
- c. Obtain medical care at their own expense for any injuries or illnesses sustained as a direct or indirect result of their assignment to the School District.
- d. Provide evidence of fitness to perform assigned duties and freedom from communicable disease pursuant to Section 24-5 of the Illinois *School Code* (105 ILCS 5/24-5). The School District shall provide the necessary forms for completion of physical health screenings.

#### **6. Criminal Background Checks/Employment History Reviews**

- a. College shall advise its teacher candidates that they will be required to obtain and submit to the School District a fingerprint-based criminal history records check and undergo a sex offender registry check conducted according to the policy of the School District.
- b. The School District shall provide the College's teacher candidates with the appropriate forms for fingerprint-based criminal history checks. All costs associated with the criminal history check shall be the responsibility of the teacher candidates.

- c. College shall immediately notify the School District if the College learns that a Student Teacher or Participant is on the Illinois Sex and Violent Offenders Registry and immediately terminate that teacher candidate's placement at the School District.
- d. School District and College agree that School District may decline the placement of any College teacher candidate who has been convicted of an offense identified in Section 21B-80 of the Illinois School Code, 105 ILCS 5/21B-80, or who is otherwise determined by the School District to be unsuitable for placement, in the School District's sole discretion.

## 7. Student Records

- a. The College acknowledges that the College may, and the College's teacher candidates will, have access to School District information that constitutes "school student records" as defined in the Illinois *School Student Records Act* (105 ILCS 10/1, et seq.) and/or "education records" as defined in the *Family Educational Rights and Privacy Act* ("FERPA," 20 U.S.C. §1232g) and/or "personally identifiable information" as defined in FERPA's implementing regulations (34 CFR §99.3) and/or "records" as defined in the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1, et seq.), collectively referred to as "School District Student Data."
- b. With regard to School District Student Data:
  - i. The College and its students, employees, and agents will comply with all applicable laws and/or regulations (including FERPA, the Illinois *School Student Records Act*, and the Illinois *Mental Health and Developmental Disabilities Confidentiality Act*) relating to confidentiality, privacy, and data security.
  - ii. The College and its students, employees, and agents will have access to School District Student Data on an "as needed" basis, only as necessary to implement the program under this Agreement.
  - iii. When the College and its students, employees, and agents are provided access to School

District Student Data, they will use the information only for the purposes for which access was provided.

- iv. The College and its students, employees, and agents will comply with 34 C.F.R. §99.33(a) relating to use and redisclosure of School District Student Data.
- v. The College and its students, employees, and agents shall maintain in force measures reasonably available within the industry to prevent any unauthorized person from gaining access to School District Student Data.
- vi. The College agrees that it and its students, employees, and agents will maintain the confidentiality of School District Student Data using at least the degree of care and security as the College uses to maintain the confidentiality of its own confidential information.
- vii. The College agrees to direct its students, employees, and agents to adhere to the confidentiality requirements set forth herein.
- viii. Upon termination, cancellation, expiration, or other conclusion of the Agreement, the College and its students, employees, and agents shall return or delete all School District Student Data.

## **8. Insurance**

- a. Each Party shall maintain general liability insurance coverage in the amount of at least Two Million Dollars (\$2,000,000.00) per occurrence or claim and Five Million Dollars (\$5,000,000.00) in the aggregate and professional liability coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence or claim and Five Million Dollars (\$5,000,000.00) covering the acts of that Party's program participants throughout the duration of this Agreement. Such coverage must include sexual abuse and molestation coverage with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Certificates of insurance evidencing coverage as specified above shall be produced to each Party upon reasonable request.
- b. Either Party's failure to maintain insurance coverage as required by this Section shall constitute grounds for the immediate suspension of any existing College teacher candidate placements and/or any other activities pursuant to this Agreement unless and until such coverage is restored.

## **9. Indemnification**

The College agrees to indemnify and hold harmless the School District and its Board of Education, individual Board members, officers, employees, and agents (collectively, "Indemnitees") from and against any and all liabilities, losses, damages, claims, demands, judgments, causes of action, costs, and expenses, including but not limited to reasonable attorneys' fees and costs of litigation, relating to or arising out of: (a) the negligence or willful misconduct of the College, its employees, agents, and/or any College teacher candidate assigned to the School District (except to the extent the negligent or willful act or omission of the College teacher candidate was directed by one or more of the Indemnitees ); (b) the College's decision to change or terminate the assignment of any College teacher candidate; (c) College's breach of this Agreement; and/or (d) any other act or omission on the part of the College, its employees, or agents with regard to the placement of any College teacher candidate.

School District shall indemnify and hold College and its Board of Trustees, individual Board members, officers, employees, and agents (collectively, "Indemnitees") harmless from and against any and all claims, liabilities, causes of action, losses, costs, damages and expenses including but not limited to reasonable attorneys' fees and costs of litigation, relating to or arising out of: (a) the negligence or willful misconduct of the School District, its employees, agents, and/or any School District teacher; (b) School District's breach of this Agreement; and/or (c) any other act or omission on the part of the School District, its employees, or agents with regard to the placement of any School District teacher incurred by the College as a result of School District's negligent or willful act or omissions of school district, its employees, or agents.

The requirements set forth in this Section shall survive the termination, cancellation, expiration, or other conclusion of this Agreement.

## **10. Notices**

Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the earlier of (a) the date actually received by the party in question, by whatever means and however addressed; (b) on the date of personal delivery, if delivered by hand; or (c) on the date signed for if sent by an overnight delivery service, to the following individuals at the addresses set forth below.

*If to the School District:*

Dr. Leah Gauthier, Superintendent  
Elmwood Park Community Unit School District No. 401 8201 West Fullerton Avenue  
Elmwood Park, Illinois, 60707  
E-mail: [gauthierl@epcusd401.org](mailto:gauthierl@epcusd401.org)

*If to the College:*

Dean of Arts & Sciences  
Triton College  
2000 Fifth Ave. River Grove, IL 60171

## **11. Consideration**

Services rendered by Student Teachers and Participants covered by this Agreement are considered to be educational in nature. Nothing in the execution or performance of this Agreement shall be construed to establish an employer-employee or agency relationship, a partnership, or a joint venture relationship between the College and the School District. The College's Student Teachers and Participants shall not be considered employees of the School District and the School District's employees shall not be considered employees of the College. None of the benefits typically provided as part of the employee-employer relationship, including the accrual of tenure, shall be presumed through participation in this Agreement.

## **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 law provisions thereof. All disputes shall be resolved in the Circuit Court of Cook County.

## **13. Non Discrimination and Workplace Conduct**

Neither party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer and that it maintains a written sexual harassment policy in conformance with applicable law, rule or regulation.

## **14. Entire Agreement**

This Agreement constitutes the entire understanding between the College and the School District with regard to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating hereto. This agreement will cover the College students from April 22, 2026 to June 30, 2027. To the extent of any conflict or discrepancy between this Agreement and any applicable placement request form, the terms and conditions of this Agreement shall control. Any Amendments to this Agreement must be made in writing and agreed to by the authorized agents of all Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, creating no personal liability herein, on the day and year first set forth above.

SCHOOL DISTRICT

By: Darek Naglak

Its: Executive Director for Curriculum and Instruction

Date: February 25, 2026

COLLEGE

By: Mark R. Stephens

Its: Board Chairman

Date:

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

Meeting of April 21, 2026

ACTION EXHIBIT NO. 17355

**SUBJECT: AGREEMENT WITH SONOCENT, LLC**

**RECOMMENDATION:** That the Board of Trustees approve an Agreement with Sonocent, LLC for an audio subscription service named Genio (also referred to as Glean) from August 1, 2026 - July 31, 2027. Genio is an audio transcription software that was specifically developed to meet the needs of students in college. Genio has functionality that will reduce the number of notetakers CAAS will be required to secure for students. Genio's cost is lower than audio transcription software provided by Otter.ai and Jamworks. The cost for Fiscal Year 2027 is \$11,465 for 100 licenses.

**RATIONALE:** The College is required by the Americans with Disabilities Act to provide academic accommodations for students with disabilities. Note-taking, including audio transcription, is a standard academic accommodation offered at the college level.

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**Submitted to Board by:**



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

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**Board Officers' Signatures Required:**

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**Mark R. Stephens  
Board Chairman**

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**Tracy Jennings  
Secretary**

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**Date**

Related forms requiring Board signature: Yes  No

# Genio Notes - Department Commercial Agreement

Our standard commercial terms for Genio Notes - Department.

Effective date: 1st July 2026

This Genio Commercial Agreement is between Sonocent, LLC, a limited liability company with a business address of 4600 140th Ave North, Suite 180, Clearwater, Florida 33762, USA (the “**Supplier**”) and the undersigned customer (the “**Customer**”) (each a “**party**” and together the “**parties**”). This Genio Commercial Agreement together with the Accepted Quotation (defined below), background recitals below, and its attachments collectively constitutes the parties’ “**Agreement**” with respect to the Customer’s use of Genio.

## BACKGROUND

- a) The Supplier and its Affiliates have developed a software application referred to as “Genio,” which it makes available via the internet for the purpose of allowing a customer’s End Users to make recordings of inter alia, lectures, seminars and tutorials and to take notes in parallel with recorded content and to transcribe recorded content (the “**Services**”). For clarity, the Supplier also has other software applications that do not come under the terms of this Agreement and that are subject to separate contractual terms.
- b) The Customer wishes to use the Services in its education provision operation as a recording, notetaking and transcription tool for purposes that may include, but not be limited to, offering a reasonable accommodation to person(s) with a disability within the meaning of, and subject to, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and other laws that may be applicable to the Customer.
- c) The Supplier has agreed to provide, and the Customer has agreed to use, and pay for, the Services subject to the terms and conditions of this Agreement.
- d) As part of this Agreement, the Supplier will provide “**Support**” to the Customer in relation to the Services on the basis set out in Schedule 2. In consideration for the mutual promises in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

## AGREED TERMS

### 1. DEFINITIONS

1.1 In addition to terms defined elsewhere in this Agreement, the following terms have the meanings given to them below. Section headings in this Agreement are only for convenience and shall not affect the interpretation of this Agreement.

**a) Accepted Quotation:** means the Supplier's quotation regarding use of the Services, which has been signed and accepted in writing by the Customer or deemed accepted by the Customer in using the Services. The Accepted Quotation may be replaced with a new (re-quoted) Accepted Quotation if the Customer serves notice on the Supplier to renew their subscription in accordance with clause 15.1 or make other changes as agreed between the Parties.

**b) Affiliate:** means, in relation to either party, an entity that directly or indirectly controls, is controlled by, or is under common control with the party. For purposes of this definition, "controls" "controlled by," and "under common control with" mean (i) the ownership, direct or indirect, of (a) more than fifty percent (>50%) of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or (b) more than fifty percent (>50%) or such other controlling interest (as determined by applicable law) in the equity interests of any other type of legal entity (whether in the form of stock or otherwise), or (ii) status as a general partner in any partnership, or any other arrangement whereby a party controls or has the right to control the board of directors or equivalent governing body of a corporation or other entity.

**c) Effective Date:** means the date given at the start of this document.

**d) End User:** means those users who the Customer has authorized to use and access the Services from time to time.

**e) Events:** means audio recordings and electronic notes, slides and other media created by an End User and stored in the Services.

**f) Genio Admin Portal:** means the Genio administration portal available to Customer as part of the Subscription for overseeing and managing End User access to the Services on behalf of the Customer, accessible at [admin.genio.co](http://admin.genio.co) or such successor website as may be notified to Customer.

**g) Intellectual Property Rights:** means patents, utility models, rights to inventions, copyrights, rights in designs, computer software, database rights, trademarks and service marks, trade names and domain names, trade dress, goodwill and the right to sue for passing off or unfair competition, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

**h) Live Captions Feature:** means the in-product feature that allows End Users to generate real-time on-screen captions of recorded content from their Event.

**i) Organization Genio Administrator:** means, collectively, one or more employees of the Customer assigned to manage the Customer's Genio Administrator account, who administers access to the Services to the End Users on the Customer's behalf and provides first line support for any questions or issues from End Users.

**j) Normal Business Hours:** means the Supplier's hours during which Support would be available, which extend Monday through Friday 8:00 am ET to 2:00 pm ET, excluding the following holidays: New Year's Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and weekends.

**k) Seat:** means the right to access the Services granted to Customer for an End User on a per individual basis. Each End User requires a Seat. Customer may not exceed the number of Seats allocated to Customer without the Supplier's consent.

**l) Service Agreement:** means the Supplier's terms upon which an End User may use the Services, which is required to be accepted by individual End Users.

**m) Software:** means the online software applications provided by the Supplier as part of the Services, including all updates and upgrades.

**n) Start Date:** means the date from which the Subscription Term starts specified in the Accepted Quotation. The Start Date may be the same as or later than the Effective Date of this Agreement.

**o) Subscription:** means the term-limited access to the Services purchased by the Customer for the Subscription Term stated in the Accepted Quotation, which entitles End Users to access and use the Services during such term in accordance with this Agreement.

**p) Subscription Fees:** means the subscription fees payable by the Customer for the Subscription, as set out in Schedule 1 of this Agreement.

**q) Transcription Feature:** means the in-product feature that allows End Users to generate a non-real time electronic transcript of recorded content from their Event.

**r) Virus:** means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in

whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses, other malicious or harmful code and other similar things or materials.

## **2. SUBSCRIPTIONS**

2.1 Subject to the Customer's complete and timely payment for the Subscription and any other fees due, the Customer's compliance with the terms and conditions of this Agreement, and End Users' compliance with the Service Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicenses, to permit the End Users to use the Services during the Subscription Term solely for Customer's education provision purposes. The Supplier shall require End Users to manifest acceptance of the terms of the Service Agreement prior to gaining access to the Services. A copy of the Service Agreement is available upon request, but the Supplier reserves the right to update such agreement from time to time, provided the changes apply across its customer base.

2.2 In relation to the End Users, the Customer covenants and agrees that:

a) Customer shall not permit log-in credentials to access the Services to be used by more than one individual End User at a time or shared among End Users unless they have been reassigned in their entirety to another individual End User, in which case the prior End User shall no longer have any right to access or use the Services;

b) each authorized End User of the Customer will be invited to use the Services on behalf of the Customer by the Organization Genio Administrator, who will send an email enabling the End User to complete their registration for an account to access the Services and create a strong password for his/her use of the Services;

c) it shall assist the Supplier in restricting or suspending an End User's access to the Services where there has been a misuse of the Services by such End User in the reasonable opinion of the Supplier. In such circumstances the Supplier shall conduct an investigation, with the Customer's full co-operation, and advise either the End User or the Organization Genio Administrator or both of the remediation steps which need to be taken prior to access to the Services being reestablished for the affected End User;

d) it shall permit the Supplier or the Supplier's designated auditor to audit the Customer's use of the Services in order to establish the name and password of each End User and to audit Customer's compliance with this Agreement during the Term and up to 6 months thereafter. Each such audit may be conducted no more than once per calendar quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior

notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

e) if any of the audits referred to in Section 2.2(d) reveal that any password has been provided to any individual who is not an End User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and

f) if any of the audits referred to in Section 2.2(d) reveal that the Customer has underpaid Subscription Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpaid Subscription Fees plus interest calculated in accordance with Section 6.1 within 10 business days the Supplier's notice to the Customer of the amount underpaid.

2.3 The Customer shall not access, store, distribute or transmit any Viruses, or permit End users to, access, store, distribute or transmit any material during their use of the Services that: a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; b) facilitates illegal activity; c) depicts sexually explicit images; d) promotes violence; e) violates intellectual property, privacy or publicity rights of any person or entity (including Intellectual Property Rights); (f) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or g) is otherwise illegal or causes or has the potential to cause damage or injury to any person or property. The Supplier reserves the right, without liability or prejudice to its other under this Agreement or at law, to disable the Customer's access to or take down any material that violates this Section 2.3.

2.4 The Customer shall not:

a) except as may be allowed by any applicable law, which cannot be waived or varied under this Agreement, and except to the extent expressly permitted under this Agreement: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or (ii) attempt to decompile, reverse compile, disassemble, reverse engineer, unlock source code, object code or underlying algorithms, or otherwise reduce to human-perceivable form all or any part of the Software including its source code; or

b) adapt, translate, or create any derivative works of the Software, or merge the software into any other software; or

c) access all or any part of the Services in order to build a product or service which competes with the Services; or

d) use the Services to provide services to third parties;

- e) subject to Section 17, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the End Users, or
- f) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this Section 2; or
- g) distribute, re-distribute, or permit transfer of content in violation of any export or import law and/or regulation or restriction of the United States of America and its agencies or authorities, or without all required approvals, licenses or exemptions; or
- h) circumvent or attempt to circumvent any security features of the Services; impose an unreasonably large load on the Supplier's systems delivering the Services; or interfere, disrupt, or attempt to gain unauthorized access to other customer accounts using the Services or any other computer network through which the Services are delivered; or
- i) introduce or permit the introduction of any Virus into the Supplier's network and information systems.

2.5 The Customer shall use commercially reasonable efforts to prevent any unauthorized access to, or use of the Services and, in the event of any such unauthorized access or use, promptly notify the Supplier.

2.6 The rights provided under this Section 2 are granted to the Customer only, and shall not be considered granted to any Affiliate of the Customer, which would need to enter into their own separate agreement with the Supplier similar to this one.

2.7 If the Customer is using the Services on a free trial subscription basis (as set forth in this Section 2.7), the Customer's use of the Services shall be subject to all of the terms of this Agreement for the applicable free trial term in this Section 2.7 and any subsequent Subscription Term. The following additional terms apply to the Customer if the Customer has chosen to take advantage of any free trial period for Services (the "Trial"). Notwithstanding any provision to the contrary in this Agreement, this Agreement will automatically terminate if notice of termination is given in writing by the Customer to the Supplier prior to the expiration of the Trial, or if there is no Accepted Quotation prior to the expiration of the Trial (each, "Early Termination"). Otherwise, this Agreement will automatically continue in effect according to its terms for the balance of the Subscription Term set forth in the Accepted Quotation (seamlessly, without any gap between the period of the Trial and the Subscription Term as long as there is an Accepted Quotation received by the Supplier from the Customer prior to the expiration of the Trial). Upon any Early Termination, the terms of Section 15 of this Agreement shall apply.

**3. GENIO ADMIN.** The Genio Admin Portal is available to the Customer with an active Subscription. The Customer shall use Genio Admin Portal to ensure that the number of Seats used by the Customer's End Users does not at any time exceed the number of Seats purchased. The Customer shall be responsible for ensuring access to the Genio Admin Portal is restricted to relevant, authorized, current personnel of the Customer. The Customer's Organization Genio Administrator's primary use of the Services must be to administer access to End Users. The Supplier reserves the right to suspend or terminate the Customer's access to the Services if it identifies misuse of the Customer's Organization Genio Administrator role. The Supplier will contact the Customer directly using the email address provided or confirmed by Customer if the Customer is in violation of this Section 3. The Customer is responsible for any misuse of the Services or breach of this Agreement by any End User. The Customer's Organization Genio Administrator shall not count as a "Seat" for purposes of Customer's purchased Seat allotment.

#### **4. SERVICES**

4.1 The Supplier shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this Agreement. The Supplier has and will retain sole control over the operation, provision, maintenance and management of the Services, including: a) its systems; b) location(s) where any of the Services are performed; c) selection, deployment, modification and replacement of the Software; and d) performance of Services maintenance, upgrades, corrections and repairs.

4.2 The Supplier shall use commercially reasonable efforts to make the Services available 24 hours a day, seven days a week, except for: a) planned maintenance of the Services performed outside Normal Business Hours timed to limit disruption to End Users; b) Services degradation or downtime due to a force majeure event, or any other circumstances beyond the Supplier's reasonable control, including issues arising from the Customer's systems or network, use of the Services other than as permitted under the terms of this Agreement; and c) unscheduled or emergency maintenance.

4.3 The Supplier reserves the right, in its sole discretion and without prior notice, to make any changes to the Services that it deems necessary or useful to: a) maintain or enhance (i) the quality or delivery of services across its customers, (ii) security and privacy measures of the Services or the Supplier's systems, (iii) the competitive strength of or market for the Supplier's services; or (iv) the cost efficiency or performance of such services; or b) to comply with applicable laws.

4.4 The Supplier may suspend access to the Services, in whole or in part (on an individual End User basis), if the Customer fails to comply or cause

its End Users to comply with the terms of this Agreement or if End Users fail to comply with the terms of the Service Agreement.

4.5 The Transcription Feature and Live Captions Feature are made available to End Users of the Customer as part of an active Subscription.

(a) Use of the Transcription Feature and Live Captions Feature is subject to fair usage. Fair usage is determined at the Supplier's sole discretion. Where fair usage is exceeded on a continued basis, the Supplier reserves the right to:

(i) suspend access to the Services in whole, or, in part on an individual End User basis; or

(ii) terminate access to the Services in whole, or, in part on an individual End User basis; or

(iii) charge the Customer for the excessive usage ("Excessive Use Charge").

The Supplier will contact the Customer directly prior to enforcing (4.5a) (i), (ii) or (iii), in order to provide the Customer with a reasonable opportunity to address the issue first.

**5. SUPPORT.** The Supplier will provide Support to the Customer in relation to the Services solely on the basis set out in Schedule 2.

## **6. SUBSCRIPTION FEES**

6.1 The Customer shall pay to the Supplier the Subscription Fee in accordance with this Section 6. The Subscription Fee is payable in full in advance for the Subscription Term (excluding any Trial). The Supplier will invoice the Customer for the Subscription Fee upon receipt of an Accepted Quotation from the Customer and the invoice will set out the details of the agreed Subscription Term. Any invoices raised by the Supplier shall be payable by the Customer within 30 days of the date of the invoice into an account designated by the Supplier. All sums payable under this Agreement are exclusive of value added tax (VAT) or any relevant local sales taxes, for which the Customer shall be responsible. If the Customer fails to make any payment due to the Supplier under this Agreement by the due date for payment, then, without limiting the Supplier's remedies under this Agreement, the Customer shall pay interest on the overdue amount at the rate of 1.5% per annum or the maximum rate allowed by applicable law, whichever is less. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

6.2 All amounts and fees stated or referred to in this Agreement: a) shall be payable in United States Dollars; b) are, subject to Section 9.1, non-cancellable and non-refundable; and c) are exclusive of any applicable sales taxes, which shall be added to the Supplier's invoice(s) at the

appropriate rate. The Customer may present an exemption certificate with respect to sales tax exemption in the United States if it is a non-profit organization, in which case sales taxes may not be added to the Customer's invoice.

## **7. CONFIDENTIALITY AND PUBLICITY**

7.1 The parties acknowledge that during the performance of this Agreement, each party will have access to certain of the other party's Confidential Information or Confidential Information of third parties that the disclosing party is required to maintain as confidential. Both parties agree that all items of Confidential Information are proprietary to the disclosing party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party. **"Confidential Information"** means all written or oral information, disclosed by either party to the other, related to the operations, technology, business or personnel of either party that has been identified as confidential or that by its nature would be regarded as proprietary or confidential by a reasonable person in either of the party's industries. For purposes of this Agreement, the terms of this Agreement, the Services, Software and Aggregated Data will be deemed Confidential Information of the Supplier, and the Customer Data will be deemed Confidential Information of the Customer. The Customer waives any proprietary or confidentiality interest in any feedback provided by the Customer to the Supplier regarding Services under this Agreement, which feedback may be used by the Supplier in any manner it sees fit and shall be considered to be Confidential Information of the Supplier and not Customer.

7.2 Each party agrees as follows during the term of this Agreement: a) to use Confidential Information of the disclosing party only for the performance of this Agreement or the exercise of rights hereunder; b) that such party will not reproduce Confidential Information disclosed by the other party except as expressly authorized under this Agreement, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any unauthorized third party; c) that neither party will create any derivative work from Confidential Information disclosed to such party by the other party; and d) to restrict access to the Confidential Information disclosed by the other party to such of its personnel, agents, and/or consultants, or End Users, if any, who have a need to have access.

7.3 Section 7.2 will not apply to Confidential Information of the disclosing party that a) is publicly available or in the public domain at the time disclosed; b) is or becomes publicly available or enters the public domain through no fault of the recipient; c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; e) is

independently developed by the recipient as evidenced by written records; or (vi) is approved for release or disclosure by the disclosing party without restriction. Each party may disclose Confidential Information of the other party to the limited extent required (i) in order to comply with the order of a court or other governmental body, or (ii) as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall (if legally permissible) first have given written notice to the other party and cooperate with legally permissible efforts of the other party to obtain a protective order.

7.4 No party shall make, or permit any person to make, any public announcement or press release concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, by any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction; provided, however, that the Supplier may, without the Customer's consent, include the Customer's name and/or other indicia in its lists of the Supplier's current or former customers in promotional and marketing materials.

## **8. DATA TERMS, INCLUDING CCPA TERMS AND FERPA TERMS**

8.1 Supplier will handle all personal data transmitted, uploaded and/or generated to or through the Services by or on behalf of the Customer in accordance with its privacy policy, available at <https://legal.glean.co/privacy-policy>, as such policy may be updated from time to time.

8.2 Subject to the terms and conditions of this Agreement, the Customer hereby grants the Supplier a limited nonexclusive, non-transferable, non-sublicensable, worldwide, license to use, copy and display data, including data from End Users 'Events, transmitted, uploaded and/or generated to or through the Services by or on behalf of the Customer (collectively, "**Customer Data**") solely as needed to provide the Services and strictly in accordance with the terms of this Agreement. Supplier may generate, use and disclose on an aggregated, anonymized basis statistical data derived from End User use of the Services or derived from Customer Data, provided that such data shall not identify the Customer or any End Users ("**Aggregated Data**"), which shall not be considered Customer Data. Both parties will comply with all applicable laws, rules, and regulations in the performance of its obligations under this Agreement, including, without limitation, the California Consumer Privacy Act of 2018 and regulations thereunder (collectively, the "**CCPA**"). The Supplier shall take reasonable actions necessary to enable the Customer to comply with its obligations under the CCPA, as applicable. For purposes of the same, the Supplier is expressly prohibited from retaining, using, or disclosing personal

information of End Users for any purpose other than to provide the Services in accordance with this Agreement, and shall not retain, use, or disclose personal information for a commercial purpose other than to provide the Services. The Supplier shall not collect, sell, or use personal information except as necessary to perform the Services. The parties expressly acknowledge and agree that the Customer is not providing any personal information to the Supplier for monetary or any other valuable consideration. For purposes of this Section 8.2, “**personal information**”, “**consumer**”, “**commercial purpose**” and “**sell**” shall have the meaning as defined in CCPA except that “personal information” shall be limited to the personal information the Supplier collects for or receives from or creates, receives, transmits or maintains on behalf of the Customer. The Supplier certifies that it understands the restrictions contained in this Section 8.2.

8.3 As between the parties, to the extent that the Customer is an institution required to comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g) (“**FERPA**”) and its accompanying regulations, (a) the Customer shall obtain consent to disclose education records and/or any personally identifiable information (PII) contained within any education records, each as defined under FERPA, to the Supplier for purposes of allowing the Supplier to provide the Services in accordance with the terms of this Agreement, or alternatively, (b) the Customer may designate the Supplier as a “**School Official**” within the meaning of FERPA with legitimate educational interests to help support student End Users accessing the note taking accommodation available by way of the Services, for which the Customer would otherwise have to employ its own employees to provide the same service as the Services. Pursuant to 34 CFR 99.31(a)(1), if the latter designation of “School Official” applies, the Supplier hereby agrees that: (i) the Supplier shall only use the foregoing education records and PII to provide the Services under the terms of this Agreement, and that for purposes of FERPA, this Agreement establishes that the Supplier is under the control of the Customer with respect to use and maintenance of the educational records; and (ii) the Supplier shall not redisclose any personally identifiable information from education records of student End Users without the prior written permission or direction of the Customer or as required by applicable law. The parties agree that education records and PII of student End Users, as defined by FERPA, are within the larger category or “personal information” under this Section 8 and within Customer Data.

8.4 The Supplier shall follow its information security procedures in relation to all personal information as set out in its Customer Data Security Policy available at [legal.sonocent.com/data-security-policy](http://legal.sonocent.com/data-security-policy).

8.5 The Supplier shall assist, at the Customer's expense, with the Customer's response to requests from End Users whose personal information the Supplier has in its possession or control during the term of this Agreement, as may reasonably be requested by the Customer from time to time. The parties acknowledge that access to the Services by individual End Users may be for a period shorter than the Subscription Term.

(a) When an individual End User's access terminates for any reason prior to the end of the Subscription Term, the Customer may either:

(i) notify the Supplier in writing and the Supplier shall return all Customer Data relating to such End User within twelve (12) months if so notified, unless within such twelve (12)-month period the Customer also gives the Supplier written notice that such End User intends to enter into a separate agreement with the Supplier to continue to use the Services on their own (in which case, the Supplier may retain the Customer Data relating to such End User in order to give effect to the request) or unless the Supplier is required by applicable law to retain such records, or

(ii) notify the Supplier in writing and the Supplier shall permanently delete all Customer Data relating to such End User within eighteen (18) months following such termination, unless within twelve (12) months following such termination the Customer also gives the Supplier written notice that such End User intends to enter into a separate agreement with the Supplier to continue to use the Services on their own (in which case, the Supplier may retain the Customer Data relating to such End User in order to give effect to the request) or unless the Supplier is required by applicable law to retain such records.

(b) At the end of the Subscription Term, the Supplier (as mutually agreed with Customer) shall either:

(i) return all Customer Data within twelve (12) months following such termination; unless within such twelve (12)-month period the Customer also gives the Supplier written notice that specific End Users intend to enter into a separate agreement with the Supplier to continue to use the Services on their own (in which case, the Supplier may retain the Customer Data relating to such End Users in order to give effect to their requests) or unless the Supplier is required by applicable law to retain such records, or

(ii) permanently delete all Customer Data within eighteen (18) months following the end of the Subscription Term, unless within twelve (12) months following such termination the Customer also gives the Supplier written notice that such End User intends to enter into a separate agreement with the Supplier to continue to use the Services on their own (in which case, the Supplier may retain the Customer Data relating to such

End User in order to give effect to the request) or unless the Supplier is required by applicable law to retain such records.

## **9. LIMITED WARRANTY; WARRANTY DISCLAIMER**

9.1 The Supplier warrants, beginning on the Start Date, during the Subscription Term that the Services will substantially meet any published functional specifications of the Supplier for the Software. Should the Services fail to substantially meet such specifications, or be otherwise defective, the Supplier will use commercially reasonable efforts to correct material errors or nonconformities within a reasonable period of time as part of Support provided by the Supplier, except to the extent the error or nonconformity results from use of the Services other than as permitted under this Agreement, or modification or alteration of the Software by anyone other than the Supplier or use of the Services in combination with any other software or equipment not provided by the Supplier. If correction is not possible, the Supplier may replace the defective Software, in whole or in part, with replacement software with substantially the same functionality or if that is not possible, terminate the Customer's access to the Services and refund the Subscription Fee paid by the Customer. This remedy comprises the Customer's sole and exclusive remedy for a breach of the limited warranty in this Section 9.1.

9.2 The Supplier does not warrant that: a) the Customer's use of the Services will be uninterrupted or error-free; b) that defects, bugs or errors can or will be corrected; or c) that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements. The Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9.3 THE SUPPLIER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, PERFORMANCE OR TRADE USAGE.

## **10. CUSTOMER'S OBLIGATIONS**

The Customer shall:

a) provide the Supplier with: (i) all necessary co-operation in relation to this Agreement; and (ii) all necessary access to information as may be required by the Supplier; in order to provide the Services, including but not limited to any data input by the Customer held in the Services, security access information and configuration services;

b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;

c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable as reasonably necessary;

d) ensure that the End Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any End User's breach of this Agreement;

e) obtain and shall maintain all necessary licenses, consents, and permissions necessary for the Supplier, its contractors and agents to perform the Supplier's obligations under this Agreement, including without limitation the Services;

f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time at <https://qlean.co/specification/>;

g) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's Services online portal used to access the Services, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet; and

h) require that the End Users comply with the terms of the Service Agreement at all times.

## **11. INDEMNITY**

11.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services or Customer Data processed through the Services, provided that: a) the Customer is given prompt notice of any such claim; b) the Supplier provides reasonable co-operation to the Customer in the defense and settlement of such claim, at the Customer's expense; and c) the Customer is given sole authority to defend or settle the claim.

11.2 In the event that a third party (not including an Affiliate of the Customer) alleges that the Software infringes or misappropriates the Intellectual Property Rights of such party, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not

reasonably available, terminate this Agreement on 2 business days' written notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

11.3 Section 11.2 states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents', and sub-contractors') entire obligations and liability, for infringement of any Intellectual Property Rights.

11.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that any alleged infringement is based on: a) a modification of the Services or Software by anyone other than the Supplier; b) the Customer's use of the Services in a manner contrary to the instructions given to the Customer by the Supplier or the terms of this Agreement or the Service Agreement; c) the Customer Data processed through the Services; or (d) the Customer's use of the Services after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

## **12. LIMITS OF LIABILITY**

12.1 The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall be as set out in this Section 12.

12.2 Subject to Section 12.5, each party's total aggregate liability howsoever arising under or in connection with this Agreement shall not exceed an amount equal to the Subscription Fee paid in the 12 months preceding a claim.

12.3 Subject to Section 12.5, neither party shall be liable for consequential, indirect, punitive or special losses or damages.

12.4 Subject to Section 12.5, neither party shall be liable for any of the following losses or damages (whether direct or indirect): a) loss of profit; b) loss or corruption of data; c) loss or corruption of software or systems; (d) loss or damage to equipment; (e) loss of use; (f) loss of production; (g) loss of contract; (h) loss of opportunity; (i) loss of savings, discount or rebate (whether actual or anticipated); and/or (j) harm to reputation or loss of goodwill.

12.5 Notwithstanding any other provision of this Agreement, neither party's liability shall be limited in any way in respect of the following: a) death or personal injury caused by negligence; b) fraud or fraudulent misrepresentation; or c) any other losses which cannot be excluded or limited by applicable law.

12.6 Except as expressly and specifically provided in this Agreement:

- a) the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
- b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
- c) the Services are provided to the Customer on an "as is" basis.

**13. INTELLECTUAL PROPERTY RIGHTS.** The Customer acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the Services and Software, including in all improvements and modifications thereto. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services.

**14. INSURANCE** The Supplier maintains at its own cost and with a reputable insurance company the insurances it is required to maintain to provide the Services. Full particulars of that insurance and copies of the relevant certificates are available on request.

### **15. TERM AND TERMINATION**

15.1 This Agreement shall, unless otherwise terminated early as provided in Section 2.7 or Section 15.5, commence on the Effective Date and shall automatically terminate at the end of the Initial Subscription Term, unless the Customer notifies the Supplier that it wishes to renew for a further term, in writing, at least 90 days before the end of the Initial Subscription Term.

15.2 If the Customer provides such written notice of its intention to renew in accordance with clause 15.1 above, this Agreement shall be renewed for a further term ("**Renewal Period**").

15.3 The Renewal Period shall, unless otherwise terminated early as provided in Section 2.7 or Section 15.5, automatically terminate at the end of that Renewal Period, unless the Customer notifies the Supplier that it wishes to renew for a further term, in writing, at least 90 days before the end of that Renewal Period.

15.4 The "Initial Subscription Term," which is set out in the Accepted Quotation, together with any subsequent Renewal Periods shall constitute the "Subscription Term". The period from the Effective Date through the end of the Subscription Term shall constitute the "term" of this Agreement. The "Initial Subscription Term" shall be deemed to include the period of any

Trial under Section 2.7 for purposes of calculating the length of the overall “term” of this Agreement.

15.5 Without affecting any other right or remedy available to it, either party may terminate this Agreement (and by extension the Subscription Term) with immediate effect by giving written notice to the other party if:

a) the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default after being notified in writing to make such payment;

b) the other party commits a material breach of any other term of this Agreement, which breach is irremediable, or (if such breach is remediable) fails to remedy that breach within thirty (30) days after being notified in writing to do so; or

c) the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law that is not dismissed within 90 days; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.6 Termination or expiration of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiration, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiration.

15.7 On termination for any reason: a) all rights granted to the Customer under this Agreement shall cease; b) the Customer and its End Users shall immediately stop using the Services; and c) the Customer shall immediately pay to the Supplier, upon the Supplier’s demand, any sums due to the Supplier under this Agreement. The Supplier has no obligation to retain Customer Data after any expiration or termination of this Agreement; provided that the Supplier may do so to the extent required by applicable law.

15.8 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, including all defined terms, this Section 15.8 and Sections 1,

2.4, 6, 7, 8.5, 9.2, 9.3, 11, 12, 13, and 16 through 29, shall remain in full force and effect.

**16. WAIVER.** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**17. REMEDIES.** Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**18. ASSIGNMENT.** The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. The Supplier may at any time assign, transfer, delegate, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

**19. ENTIRE AGREEMENT.** This Agreement, together with the Schedules attached hereto and the Accepted Quotation, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral. Each party acknowledges that, in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.

**20. AMENDMENT.** No amendment of this Agreement shall be effective unless it is in writing and signed by the authorized representatives of the parties.

**21. SEVERABILITY.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall not affect the validity and enforceability of the rest of this Agreement and the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**22. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Signature pages exchanged electronically or as PDF copies transmitted over email shall be considered originals for purposes of this Agreement.

**23. THIRD-PARTY RIGHTS.** There are no third-party beneficiaries to this Agreement except that the Supplier's Affiliates may enforce the Supplier's rights under this Agreement.

**24. NO PARTNERSHIP OR AGENCY.** The Supplier is acting as an independent contractor to the Customer. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**25. FORCE MAJEURE.** Except for the Customer's payment obligations, neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

**26. NOTICES.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement have binding legal effect only if in writing. Notices sent in accordance with this Section 26 will be deemed effectively given: a) when received, if delivered by hand, with signed confirmation of receipt; b) when received, if sent by reputable international courier, signature required; c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's Normal Business Hours, and on the next business day, if sent after the addressee's Normal Business Hours; and d) on the 5th day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

**27. GOVERNING LAW AND DISPUTE RESOLUTION.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, USA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. THE PARTIES SHALL ATTEMPT IN GOOD FAITH TO RESOLVE PROMPTLY BY NEGOTIATION BETWEEN EXECUTIVES ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT. IF SUCH NEGOTIATIONS ARE UNSUCCESSFUL, SUCH DISPUTE SHALL BE SETTLED BY ARBITRATION BY A SOLE ARBITRATOR EXPERIENCED IN INTELLECTUAL PROPERTY AND SOFTWARE DISPUTES AND IN ACCORDANCE WITH THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA), AND JUDGMENT UPON THE

AWARD RENDERED BY THE ARBITRATOR SHALL BE FINAL AND BINDING AND MAY BE ENTERED BY ANY COURT HAVING JURISDICTION THEREOF. THE PLACE OF ARBITRATION SHALL BE NEW YORK, NEW YORK. THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO AWARD DAMAGES IN EXCESS OF COMPENSATORY DAMAGES OR TO AWARD DAMAGES WAIVED UNDER ANY LIMITATION OF LIABILITIES PROVISION HEREIN, AND EACH PARTY EXPRESSLY WAIVES AND FOREGOES ANY RIGHT TO PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES. Notwithstanding the foregoing, the Supplier may seek redress in the state and federal courts of the State of New York, including injunctive relief, in the event of any breach or threatened breach of the Intellectual Property Rights and Confidential Information protections of this Agreement by the Customer, and the Customer hereby waives any claim of an inconvenient forum in such courts for such purposes.

**28. INTERPRETATION.** Unless the context otherwise requires: a) words in the singular shall include the plural and in the plural shall include the singular; b) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; c) a reference to one gender shall include a reference to the other genders; and d) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns. References to Sections are to Sections in the body of this Agreement unless otherwise indicated. The Schedules, any addendum to this Agreement (if any) and the Accepted Quotation are part of this Agreement, hereby incorporated by this reference.

**29. CONFLICTS.** In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in the Schedules, the provision in the body of this Agreement shall take precedence, except as set forth in an addendum to this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.**

### **Schedule 1 Subscription Fees**

The Subscription Fee for the Initial Subscription Term shall be set out in the Accepted Quotation.

The Subscription Fee shall be subject to an annual review by the Supplier prior to entering into any Renewal Periods.

## **Schedule 2 Support**

The Supplier will, as part of the Services, make available to the Customer its standard in-product support services, which comprise a self-serve help center available under “help” on the Website (or presently available at help.genio.co). The Customer may also email support@genio.co. Issues reported caused by factors that would preclude the warranty (or are outside of the warranty coverage) under the terms of Section 9 of the Agreement may be supported (or not) at the Supplier’s discretion and subject to payment of the Supplier’s then-current rates for non-standard support services.

The Customer has been allocated a Genio account manager, who is contactable during Normal Business Hours. All support services requests on behalf of Customer should be directed by the Customer’s Organization Genio Administrator to such account manager; individual End Users are not permitted to contact the Genio account manager directly.

## **Appendix 1**

### **Genio for Education Customer Success Program – Schedule of Work**

This Schedule applies to customers who have greater than 50 Genio users.

- *1 x Genio for Education Kick-Off Call and Success Planning Workshop.* A welcome call to cover introductions with your key stakeholders and our dedicated Customer Success team to plan your institution’s implementation activities and how Genio will guide you to realize value from our solution. This session also includes an online workshop to understand what your institution is looking to achieve by investing in Genio for Education to ensure that we align our support and identify key resources & best practice to achieve your desired results.
- *As Required - Genio for Education Awareness Workshop.* By deploying Genio for Education across your institution or department, there will be other teams and staff that will come into contact with our solution that may not be end users. Genio’s dedicated Customer Success will facilitate awareness workshops to help familiarize other teams with the technology.
- *As Required - Genio for Education Training Workshop.* Interactive online product training for Genio Administrators and employees that will actively use Genio or support students with their usage.
- *As Required - Genio for Education Implementation Workshop.* Best practice advice on how to launch Genio for Education at your institution, including resources and guidance based on our experience successfully implementing Genio at other institutions to ensure that you maximize your return on investment.

- *Calendar of events each semester* - Student Classrooms. A Genio training workshop designed for student users to help them get the most from the solution. The classroom events are focused on the students use case and share guidance on how to utilize Genio to take effective notes and improve learning outcomes.
- *1 x per semester*- Student Feedback Surveys. A tailored student feedback survey which is created for your institution by our Customer Success team. The survey is used to obtain direct feedback from users on the value they are receiving from our solutions.
- *1 x per semester* - Semester Review. A review meeting to understand your progress to achieve your goals with Genio for Education. Our Customer Success team will work alongside you to ensure we are on track and support you by sharing useful data, feedback, and insights.

*All sessions will be conducted via telephone or video call.*



# Genio

## working with Triton College

2000 5th Ave  
River Grove, IL 60171-1995  
USA

**Prepared for:**

**Dominique Dial**

dominiquedial@triton.edu

**Quote Number:** 20260220-113316227

**Deal ID:** 474192733412

**Issue Date:** 20 February 2026

Sonocent, LLC

4600, 140th Avenue North  
Suite 180

Clearwater, Florida 33762  
USA

Email: orders@genio.co

**Issued By:**

**James Knight**

Account Executive

james.knight@genio.co

### Quote Summary

Quote for a 1 year Subscription for up to 100 Seats on our  
Genio Notes - Department with Live Captions Product.

Invoice Date: 1st July 2026

Subscription Start Date: 1st August 2026

| SUBSCRIPTION                                    | PRODUCTS INCLUDED  | PRICE                 |
|---|--|-----------------------|
| Genio Notes - Department + Captions -<br>1 Year | <ul style="list-style-type: none"> <li>♦ Genio Notes Product</li> <li>♦ Genio Admin Portal Product</li> <li>♦ Live Captions Feature</li> </ul> | \$11,465.00<br>/ year |
| SUBTOTALS                                       |  |                       |
| Annual subtotal                                 |  | \$11,465.00           |

|       |             |
|-------|-------------|
| Total | \$11,465.00 |
|-------|-------------|

**Currency: USD**

Please note, this Quote is exclusive of tax. Tax will be applied where applicable on the invoice. If you are tax exempt, please supply your **Tax Exemption Certificate** in the 'Billing Information' form below.

### Complete your Quote in 3 easy steps

**1. Update your info**

Fill in the subscription and billing information below. Then click 'Update your info'.

**2. Verify your email**

Click 'Verify to sign'. This will send an email to the designated email address. Please check your spam folder as it may have gone in there. Open the email and click the verification link.

**3. Sign the Quote**

The verification link will take you to your Quote in DropBox sign, please sign the Quote to complete the process.

## Quote and Payment Terms

This Quote is valid until July 31, 2026

Invoicing: An invoice for the Subscription Fee will be sent on acceptance of this Quote. Payment of the full amount is due within 30 days of the date of the invoice.

You accept this Quote by doing any of the following;

- You sign and return this Quote;
- You send us a purchase order that refers to this Quote.

By accepting this Quote you are agreeing to the Genio Commercial Agreement.

**If you need to make changes to the Quote, please contact us.**

## Signature

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Signature

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Date

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Mark R. Stephens, Board Chairman

Printed name

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

Meeting of April 21, 2026

ACTION EXHIBIT NO. 17356

**SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH HOLY FAMILY  
MEDICAL CENTER**

**RECOMMENDATION:** That the Board of Trustees approve an Affiliation Agreement with Holy Family Medical Center. The term of this Agreement shall commence April 22, 2026. This Agreement shall remain in effect unless terminated in writing by either party. Either party may terminate the Agreement upon written notice with or without cause, upon thirty (30) days advance written notice to the other party. Any students enrolled in a clinical experience at the time of termination shall be permitted to complete the then current clinical rotation under the terms and conditions stated herein. There is no cost to the college for this Agreement.

**RATIONALE:** This Agreement will enable students in Triton College's Respiratory Care, Radiology, Sonography, Surgical Technology, Certified Medical Assistant, Nursing, Nursing Assistant, and Sterile Processing programs to participate in clinical education experiences at Holy Family Medical Center.

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**Submitted to Board by:** \_\_\_\_\_

  
Dr. Susan Campos, Vice President of Academic Affairs

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**Board Officers' Signatures Required:**

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**Mark R. Stephens**  
**Board Chairman**

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**Tracy Jennings**  
**Secretary**

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**Date**

Related forms requiring Board signature: Yes  No



## **EDUCATIONAL AFFILIATION AGREEMENT**

THIS AFFILIATION AGREEMENT is made and entered into as of last date of Signature, by and between the Community College District 504, commonly known as TRITON COLLEGE referred to as “SCHOOL” and Holy Family Medical Center-Des Plaines, LLC, D/B/A Holy Family Medical Center hereinafter referred to as “HOSPITAL”. SCHOOL and HOSPITAL may be collectively referred to as “Parties” and individually as “Party”.

### **RECITALS**

A. HOSPITAL, located at 100 N. River Road, Des Plaines, Illinois 60016, operates an acute care hospital and provides inpatient and outpatient healthcare to patients in the community.

B. SCHOOL operates an accredited Nursing and Affiliated Health & Career Programs for educating students to meet the qualifications for practice in the profession of Certified Medical Assistant, Nursing (ADN), Nursing Assistant, Radiology, Respiratory Care, Sonography/Vascular Technology, Sterile Processing and Surgical Technology and desires to cooperate with HOSPITAL in providing students a supervised opportunity to participate in a field educational experience rotation at Hospital (“Field Experience”).

C. HOSPITAL and SCHOOL shall both benefit by making the Field Experience program available to students at HOSPITAL.

**NOW, THEREFORE**, in consideration of the covenants, conditions and stipulations set forth herein, and in consideration of the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

### **DEFINITIONS**

A. “Student” is an individual who is enrolled as a degree (diploma, certificate, etc.) seeking person at SCHOOL and whose completion of SCHOOL coursework has deemed them eligible to participate in the Field Experience program as outlined in this Agreement.

B. “Field Experience” is the affiliated health & career program and curriculum received at SCHOOL, in conjunction with HOSPITAL, as outlined in this Agreement.

C. “Faculty” or “Faculty Member” is a SCHOOL employee, instructor, agent, or representative of the administrative or teaching staff at SCHOOL that has been designated by SCHOOL to participate in the Field Experience program as outlined in this Agreement.

### **ARTICLE I** **SCHOOL OBLIGATIONS**

1.1 SCHOOL agrees to be obligated by the following terms and conditions:

- a. The number of students allowed to participate under this Agreement shall be mutually agreed upon by the Parties at least a reasonable time prior to the proposed onset of the clinical rotation.
- b. The dates, times, field areas and departments for student placement and the goals and objectives of each Field Experience shall be mutually agreed upon by the SCHOOL and HOSPITAL a reasonable amount of time prior to the student's arrival at HOSPITAL.
- c. The field coursework will be completed at SCHOOL and HOSPITAL in accordance with the field requirements of the Program and Field Experience.
- d. The parties agree that students will participate in providing patient services rendered at HOSPITAL as part of student's Field Experience. The parties further agree that HOSPITAL has final responsibility, authority and supervision over all aspects of patient care and service, and all students and faculty members participating in the Field Experience and SCHOOL will, at all times, abide by such supervision and HOSPITAL shall remain solely responsible for all patient care. Students and faculty members assigned to HOSPITAL for Field Experiences will be subject to the rules and regulations of HOSPITAL including, but not limited to, all applicable certification and accreditation standards, HIPAA procedures governing the disclosure of individually identifiable health information, credentialing requirements, and employee and risk management policies.
- e. SCHOOL shall provide HOSPITAL with a student profile of each student enrolled in the Field Experience program, including student's name, address, telephone number, email address, date of birth, and level of academic preparation. Such information shall be maintained by HOSPITAL in a manner that complies with the obligations of the Family Educational Rights and Privacy Act ("FERPA") and shall not be shared with any third parties unless the student or SCHOOL provide written consent for such disclosure.
- f. SCHOOL shall assume responsibility for instructing all students who participate in the Field Experience about working in a hospital setting, including, but not limited to the following topics:
  - i. information contained in HOSPITAL'S employee orientation program; as applicable
  - ii. information on HOSPITAL policies and procedures; as applicable
  - iii. information on confidentiality of patients' information;
  - iv. information on identifying and handling hazardous materials;
  - v. information on universal precautions and procedures regarding infection control; and
  - vi. information on applicable state and federal regulations.
- g. SCHOOL shall assume responsibility for providing instruction and informing students of the requirement to comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became

effective March 6, 1992, and as may be amended or superseded from time to time (the “Regulations”), including, but not limited to accepting the same level of responsibility as “the employer” would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. SCHOOL shall inform all students of the requirement to obtain the Hepatitis B vaccination or provide documentation of declination in accordance with the Regulations.

- h. SCHOOL shall ensure that each student participating in a Field Experience at HOSPITAL will be provided HIPAA compliance education prior to the start of the Field Experience. The training will include (I) a general overview of the privacy regulations; (ii) the duty of students to maintain the confidentiality of patient information; (iii) the uses and disclosures that students may make; and (iv) patient rights under the privacy regulations. SCHOOL shall provide HOSPITAL, upon request, evidence of any or all participating student’s training.
- i. SCHOOL shall ensure that all students are appropriately physically identified as students, and that all students are aware of the obligation to identify themselves appropriately as students in all communications with HOSPITAL employees, agents, Medical Staff members, and patients. If STUDENT is provided a Hospital ID STUDENT should wear it at all times and the ID should state STUDENT. The parties agree that a student may be terminated from the Field Experience immediately for failure to appropriately identify himself/herself as a student.
- j. SCHOOL shall inform each student and faculty member participating in the Field Experience to provide, documentation of appropriate immunization of students and participating faculty members, as required pursuant to Exhibit B (attached hereto and incorporated herein). Upon request of HOSPITAL, SCHOOL will inform the students of a need to provide a complete student health history record. If the record is not provided within a reasonable period of time; HOSPITAL deems the record unsatisfactory; or, based upon the record, it appears the student may pose a risk to the health or safety of HOSPITAL personnel or patients, HOSPITAL may, subject to legal obligations, refuse the student access to HOSPITAL.
- k. SCHOOL shall notify HOSPITAL of any known exposure to disease, illness or injury reported by or occurring to any student or participating faculty member, regardless of whether such event occurred at HOSPITAL.
- l. SCHOOL shall inform students of the requirement to provide HOSPITAL with information to ascertain that students’ health status and physical condition are in conformance with HOSPITAL health requirements for the Field Experience program. At a minimum, each student shall be advised of the requirement to provide to HOSPITAL satisfactory evidence that each student is free from contagious disease and does not otherwise present a health hazard to HOSPITAL patients, employees, volunteers or guests prior to his or her participation in the Field Experience program. Such evidence shall include completion of a tuberculin skin test

(within the last twelve months) or evidence that each student is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox. The student shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Field Experience program at HOSPITAL. In no event shall HOSPITAL or SCHOOL be financially or otherwise responsible for said medical care and treatment. SCHOOL shall ensure that all participating students read, complete, sign and submit the forms attached hereto and listed on Exhibits "A" and "B".

1.2 Faculty Qualifications. SCHOOL shall assume responsibility for ensuring that all faculty members assigned to participate in the Field Experience are qualified and competent and shall:

- a. Keep on file and furnish to HOSPITAL, or request that the faculty member provide, upon request, the following items concerning any faculty member who participates in the Field Experience program at HOSPITAL:
  - i. Proof of educational qualifications;
  - ii. Documentation of insurance coverage as outlined in this Agreement; and
  - iii. Licensure for that state specified, if applicable.

1.3 Student Qualifications. SCHOOL shall assure that students are eligible for the Field Experience program and shall:

- a. Assume responsibility for the education and field-training program of Students participating in field experiences and assign to HOSPITAL only those Students who have satisfactorily completed SCHOOL's prerequisites for Field Experiences.
- b. Maintain all education records and reports related to its students, and comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.
- c. Pursuant to HOSPITAL policy, SCHOOL shall require Students who will be on-site at HOSPITAL to have performed criminal background checks and drug and alcohol testing (using a HOSPITAL approved screening panel). SCHOOL shall use a licensed company designated and approved by HOSPITAL to perform the drug testing and criminal background verification. HOSPITAL will not accept drug test and criminal background check results from any company other than those approved by the HOSPITAL. SCHOOL shall provide HOSPITAL with a description of its background investigation processes and shall attest to HOSPITAL that each Student has submitted to a complete background check. SCHOOL shall inform students of the obligations to provide copies of such criminal background checks and negative test results to HOSPITAL prior to the beginning of the clinical rotation at the HOSPITAL. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) seven (7) year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Student is not listed as sexual offender and, if requested by

HOSPITAL, in any child abuse registry (3) evidence that the Student is eligible to participate in all federal and state health programs and verification that the Student is not on the OIG or GSA exclusion list and (4) any other element required by HOSPITAL to meet state law requirements. HOSPITAL shall have the right to require the withdrawal of any Student in the event that Student fails to meet the standards established by HOSPITAL for acceptable background. SCHOOL shall indemnify and hold HOSPITAL harmless from any and all actions or claims that may be asserted by Students resulting from HOSPITAL'S rejection of any Student from Program based on the results of a criminal background check or any claim that such a background check was conducted improperly. Fees for the criminal background checks and drug and alcohol testing shall be paid by the SCHOOL or the Student.

- d. Obtain student' signatures on any and all consent/releases.
- e. Take the necessary steps to assure that no student is assigned to HOSPITAL if such student is known to present a foreseeable harm to patient care or disruption to HOSPITAL operations. SCHOOL must make a determination as to the student's ability to perform activities in the Field Experience and advise HOSPITAL of any requests or needs of the student for accommodation.

1.4 Professional Fees. SCHOOL shall not bill, or collect any professional fees from HOSPITAL, HOSPITAL patients, or any other payor for patient care services rendered during the Field Experience program.

1.5 Equipment and Property Loss. SCHOOL shall assume responsibility for the replacement cost of equipment and/or property that is broken or damaged due to misconduct on the part of SCHOOL, students, or faculty.

1.6 Cost of Supplies and Materials. SCHOOL shall be responsible for, or shall ensure that the student covers, at his or her own expense, the cost of supplies and materials that are required by SCHOOL for the Field Experience program.

1.7 Use of Hospital Name. SCHOOL shall obtain prior written approval, which shall not be unreasonably withheld, of HOSPITAL before:

- a. publishing material relating to the Field Experience program, and
- b. using HOSPITAL's name in any advertisement or promotional material.

## **ARTICLE II** **HOSPITAL OBLIGATIONS**

2.1 Field Experience Program. HOSPITAL shall provide an on-site experience for students that is pertinent and meaningful.

2.2 Number of Students. HOSPITAL shall accept from SCHOOL the mutually agreed upon number of students enrolled in the Program, subject to change based on HOSPITAL resources and circumstances. Ultimately, the number of students accepted shall be determined at the sole discretion of HOSPITAL as building space, patient population, supervisory staff, program, and any other considerations permit.

2.3 Student Evaluation. HOSPITAL shall periodically evaluate student performance in collaboration with SCHOOL and provide feedback to SCHOOL regarding the student Field Experience as reasonably requested by SCHOOL and notify SCHOOL in a timely manner of any unsatisfactory conduct or performance of student. However, SCHOOL shall remain solely responsible for the assignment of grades and academic credit.

2.4 Hospital Orientation. HOSPITAL shall provide SCHOOL with orientation materials related to HOSPITAL policies, standards and practices; as applicable.

2.5 Student Assignments. HOSPITAL, in collaboration with SCHOOL, shall establish work times, work locations, and responsibilities for students.

2.6 Access to Facilities. HOSPITAL shall permit students enrolled in the Field Experience program access to HOSPITAL facilities as appropriate and necessary for their Field Experience program, provided that the students' presence does not interfere with HOSPITAL activities.

2.7 Job Specific Requirements. HOSPITAL shall advise SCHOOL of any job requirements or safety issues that are pertinent to the specific Field Experience program job assignment.

2.8 First Aid. HOSPITAL shall provide necessary emergency health care or first aid to students and faculty for accidents occurring at HOSPITAL. HOSPITAL is not obligated to assume financial responsibility for such care and may request reimbursement from student or faculty, or their insurance carrier.

2.9 Student Supervision. HOSPITAL shall permit students to perform services for patients only when under the direct supervision of a clinician or professional of HOSPITAL staff. When appropriate, such clinicians or professionals shall be certified or licensed in the discipline in which supervision is provided. HOSPITAL may provide qualified health care personnel to act as preceptors for students participating in the Field Experience.

2.10 Patient Care Responsibility. HOSPITAL retains responsibility for the care of its patients. Students and faculty, as trainees and participants in the Field Experience program, will not replace HOSPITAL staff.

2.11 Administrative Responsibility. HOSPITAL retains administrative responsibility for HOSPITAL services rendered pursuant to this contract and in accordance with State laws and regulations.

2.12 Mutual Responsibility. Both parties will instruct their respective faculty, staff and participating student(s) to maintain confidentiality of student and patient information as required by law, including the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability Accountability ACT (HIPAA) and by policies and procedures of SCHOOL and HOSPITAL.

2.13 Personal Protective Equipment. HOSPITAL shall provide necessary personal protective equipment for students while assigned to HOSPITAL in compliance with OSHA Blood-Borne Pathogen Regulations, the Nuclear Regulatory Commission regulations and other applicable federal and state health and safety regulations. However, HOSPITAL may require SCHOOL or STUDENT to provide necessary personal protective equipment for faculty and/or student use when it is necessary for HOSPITAL to conserve supplies for HOSPITAL staff.

2.14 SCHOOL Faculty Members: HOSPITAL shall ensure that each institution's instructors or faculty members participating in the Field Experience and who will supervise students at the HOSPITAL shall be duly licensed by the appropriate governmental authority in the state where HOSPITAL is located, and if required under the Medical Staff Bylaws of the Hospital, have privileges to perform services in the Hospital as a member of the active Medical Staff in accordance with any and all applicable provision of the Medical Staff Bylaws.

### **ARTICLE III** **REMOVAL OF STUDENTS**

3.1 HOSPITAL reserves the right to immediately remove, either temporarily or permanently, a student from HOSPITAL for any reason, including but not limited to, the following reasons:

- a. Misconduct;
- b. Inappropriate behavior;
- c. Refusal or failure to follow HOSPITAL policies, procedures, standards and practices;
- d. Violation of federal or state laws or regulations;
- e. Unsafe behavior;
- f. Inappropriate dress;
- g. Unsatisfactory performance; and/or
- h. Detrimental health status.

3.2 Consult with SCHOOL. Prior to any cancellation or termination, HOSPITAL shall consult with SCHOOL, if feasible, about the proposed action. However, the decision to deny a student access to HOSPITAL will be made by HOSPITAL at its sole reasonable discretion.

### **ARTICLE IV** **NON-DISCRIMINATION**

HOSPITAL and SCHOOL shall both comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, and related regulations, and will not discriminate against any person on the basis of race, creed, sex, national origin, age, sexual orientation, veteran status, handicap or any other factor as protected or prohibited by law, rule or regulation under any program or activity receiving federal financial assistance.

Each Party represents that it maintains a sexual harassment policy and a Drug Free Workplace policy as required by applicable law, rule or regulation.

**ARTICLE V**  
**INSURANCE REQUIREMENTS**

5.1 SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, general and professional liability insurance on an occurrence based policy in amounts reasonably necessary to protect SCHOOL and its students, employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such general and professional liability insurance shall be not less than two million dollars (\$2,000,000.00) for each occurrence and five million dollars (\$5,000,000.00) in annual aggregate. SCHOOL agrees to furnish HOSPITAL with a Certificate of Insurance evidencing compliance with all applicable insurance requirements upon the execution of this Agreement and annually during the term of this Agreement. Such certificate of Insurance shall state that students are covered by such policy of insurance. In the event of insurance cancellation or modification SCHOOL agrees to provide no less than thirty (30) days' notice of any insurance cancellation, reduction, or other material change of the scope of any required insurance coverage.

5.2 Hospital Liability Insurance. HOSPITAL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, professional liability insurance or a program of self-insurance in amounts reasonably necessary to protect HOSPITAL and its employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such professional liability insurance shall be not less than two million dollars (\$2,000,000.00) for each occurrence and five million dollars (\$5,000,000.00) in annual aggregate. HOSPITAL agrees to furnish SCHOOL with a Certificate of Insurance evidencing compliance with all applicable insurance requirements upon the execution of this Agreement and annually during the term of this Agreement. Such certificate of Insurance shall state that providers are covered by such policy of insurance. In the event of insurance cancellation or modification HOSPITAL agrees to provide no less than thirty (30) days' notice of any insurance cancellation, reduction, or other material change of the scope of any required insurance coverage.

5.4 Workers' Compensation. Each Party shall maintain Workers' Compensation and Disability Insurance covering their personnel in accordance with all applicable workers' compensation laws.

5.5 Health Insurance. SCHOOL shall inform each student in Field Experience programs of the requirement to procure and maintain in force during the term of this Agreement, at the students' sole cost and expense, health insurance coverage. Evidence of Health Insurance shall be provided by the student to Hospital, upon request.

5.6 Proof of Insurance. SCHOOL and Students, as applicable, prior to the execution of this Agreement and annually during the term of this Agreement, agrees to furnish HOSPITAL with certificates of insurance evidencing compliance with all applicable insurance requirements, including:

- a. certificate of professional liability and general liability insurance (covering SCHOOL and/or student, as applicable);
- b. certificate of Workers' Compensation insurance;
- c. proof of health insurance coverage for students;

5.7 Insurance Cancellation/Modification. Both parties agree to provide for not less than thirty (30) days-notice of any insurance cancellation, reduction, or other material change in the amount or scope of any required insurance coverage.

**ARTICLE VI**  
**INDEMNIFICATION/HOLD HARMLESS**

6.1 SCHOOL shall defend, hold harmless and indemnify HOSPITAL and its affiliates, directors, trustees, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising as a result of damages or injuries caused to any third party through the performance or failure of performance of this Agreement, including violation of any duty imposed by statute, ordinance, or regulation, on the part of SCHOOL, its employees, agents, or students providing such damages or injuries have arisen or are claimed to have arisen out of negligence or Workers' Compensation claim (pursuant to paragraph 6.4 of this Agreement) or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation on the part of SCHOOL, its students, employees, or agents.

6.2 HOSPITAL shall defend, hold harmless and indemnify SCHOOL and its affiliates, directors, trustees, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising as a result of damages or injuries caused to any third party through the performance or failure of performance of this Agreement, including violation of any duty imposed by statute, ordinance, or regulation, on the part of HOSPITAL, its employees, agents, or students providing such damages or injuries have arisen or are claimed to have arisen out of negligence or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation on the part of HOSPITAL, its employees, or agents.

6.3 The parties agree that neither termination of this Agreement nor completion of the acts performed under this Agreement shall release either Party from the obligation to indemnify the other as to any claim or cause of action, which occurred, or is alleged to have occurred, prior to the effective date of such termination or completion.

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

**ARTICLE VII**  
**RELATIONSHIP BETWEEN THE PARTIES**

7.1 Independent Entities. Nothing in this Agreement is intended nor shall be deemed or construed to create any relationship between HOSPITAL, SCHOOL, students, or faculty of SCHOOL, other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement.

7.2 Authorization to Speak for Other Party. No Party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent of the authorized agent in writing of the other.

7.3 No Employer/Employee Relationship. The Parties expressly understand and agree that the students enrolled in the program are in attendance for educational purposes, and such students are not employees of either HOSPITAL or SCHOOL. Furthermore, SCHOOL faculty are not employees of HOSPITAL. SCHOOL faculty and students participating in the Field Experience program are, however, considered members of HOSPITAL'S "workforce" for purposes of compliance with the Health Insurance Portability and Accountability Act ("HIPAA"). Finally, HOSPITAL employees are not employees of SCHOOL and shall not be entitled to any benefits of employment provided to SCHOOL employees, including participation in pension programs or accrual of tenure.

- a. Benefits. Because SCHOOL faculty and SCHOOL students are not employees of HOSPITAL, it is understood by SCHOOL, students, and faculty that HOSPITAL shall not provide employment compensation or employment benefits, including health insurance benefits, paid leave benefits, disability benefits, workers' compensation benefits, unemployment benefits, retirement benefits, or any other employee benefit, for the benefit of SCHOOL, students, or faculty.

Because HOSPITAL staff are not employees of SCHOOL, it is understood by HOSPITAL, and Hospital staff that SCHOOL shall not provide employment compensation or employment benefits, including health insurance benefits, paid leave benefits, disability benefits, workers' compensation benefits, unemployment benefits, retirement benefits, or any other employee benefit, for the benefit of HOSPITAL or Hospital staff.

- b. Taxes. Because SCHOOL faculty and SCHOOL students are not employees of HOSPITAL, it is understood by SCHOOL that HOSPITAL shall not be responsible for withholding federal or state taxes with respect to any compensation that may be paid to students or faculty by SCHOOL or other source.

Because HOSPITAL staff are not employees of SCHOOL, it is understood by HOSPITAL that SCHOOL shall not be responsible for withholding federal or state taxes with respect to any compensation that may be paid to Hospital staff by HOSPITAL or other source.

## **ARTICLE VIII** **CONFIDENTIALITY OF MEDICAL INFORMATION**

8.1 Access to Information. Neither HOSPITAL nor SCHOOL nor students enrolled in the Field Experience program shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by HOSPITAL in writing, any patient or medical record information regarding HOSPITAL patients, and SCHOOL and HOSPITAL and students shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of HOSPITAL, SCHOOL and students, regarding the confidentiality of such information. SCHOOL acknowledges that in receiving or otherwise dealing with any records or information from HOSPITAL about HOSPITAL'S patients receiving treatment for alcohol or drug abuse, SCHOOL and Students are fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

In addition, SCHOOL and HOSPITAL shall not use or disclose any protected health information and individually identifiable health information, as defined in 45 CFR Part 164 (collectively, the “**Protected Health Information**”), concerning a patient other than as permitted by this Agreement or provisions of the federal privacy regulations (the “**Federal Privacy Regulations**”) and the federal security standards (the “**Federal Security Regulations**”) as contained in 45 CFR Part 164.

82 Patient Consent. SCHOOL and Students shall work with HOSPITAL to obtain patient consent in appropriate circumstances. In the absence of consent, Students shall use de-identified information only in any discussions about the Field Experience with SCHOOL, its employees, or agents.

83 HIPAA. For purposes of this Agreement, Students are trainees and shall be considered members of the Hospital’s workforce as that term is defined in the HIPAA regulations at 45 C.F.R. Section 160.103. The SCHOOL shall be responsible for curriculum planning, admission, administration, requirements for matriculation, faculty appointments and promotions and any other requirements of any academic accrediting agency. Neither the SCHOOL nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent to such access. SCHOOL shall reasonably assist the Hospital in obtaining patient consent in appropriate circumstances.

84 Student Confidentiality Agreement. Student participants in the Field Experience program shall sign HOSPITAL’S Confidentiality Agreement attached hereto as Exhibit A-2.

## **ARTICLE IX** **TRADE SECRETS**

During the term of this Agreement, SCHOOL and its students and/or faculty shall have access to and become acquainted with confidential information and trade secrets of HOSPITAL, including information and data relating to payer contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations, and related data (collectively, “Trade Secrets”). All Trade Secrets are the property of HOSPITAL and used in the course of HOSPITAL’S business and shall be proprietary information protected under the Uniform Trade Secrets Act. SCHOOL, students, and faculty shall not disclose to any person or entity, directly or indirectly, either during the term of this Agreement or at any time thereafter, any Trade Secrets, or use any Trade Secrets other than in the course of providing services under this Agreement. All documents that SCHOOL, students, and faculty prepare, or Trade Secrets that might be given to SCHOOL, students, and faculty in the course of providing services under this Agreement, are the exclusive property of HOSPITAL, and, without prior written consent of HOSPITAL, shall not be removed from HOSPITAL’S premises.

## **ARTICLE X** **TERM AND TERMINATION OF AGREEMENT**

10.1 Term. This Agreement shall be effective on the last date of signature, and shall remain in effect unless terminated in writing by either party as provided herein.

10.2 Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other party; provided that all students currently enrolled in the

Program at Hospital at the time notice of termination shall be given the opportunity to complete their Field Program at Hospital, such completion not to exceed three (3) months.

## **ARTICLE XI** **GENERAL PROVISIONS**

11.1 Amendment. This Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by authorized agents of both Parties.

11.2 Assignment. Neither HOSPITAL nor SCHOOL shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

11.3 Attorneys' Fees. If either Party brings an action for any relief or collection against the other Party, declaratory or otherwise, arising out of the arrangement described in this Agreement, each Party shall be responsible for their share of costs and attorneys' fees, including without limitation fees incurred at arbitration, at trial, on appeal, and on any review therefrom, all of which shall be deemed to have accrued upon the commencement of such action.

11.4 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance, or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, or epidemics.

11.5 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

11.6 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include plural, and vice versa.

11.7 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital :  
Holy Family Medical Center- Des Plaines,  
Llc d/b/a Holy Family Medical Center  
100 N. River Road,  
Des Plaines, Illinois, 60016  
Contact person: Joseph Wadas  
jwadas@primehealthcare.com

If to the School :  
Dean of Health Careers and Public Service Programs  
2000 Fifth Avenue  
River Grove, IL 60171

With copy to:  
Winner Law  
2344 W Melrose  
Chicago, IL 60618

11.8 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

11.9 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective and shall apply solely to the specific instance expressly stated.

11.10 Entire Agreement. This Agreement is the entire understanding and Agreement of the Parties regarding its subject matter, and supersedes any prior oral or written Agreements, representations, or understandings between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed by and authorized agent, and attached to this Agreement.

11.11 Governing Law. This Agreement shall be governed in all respects by the laws of the State of Illinois. All disputes shall be resolved in the Circuit Court of Cook County, Illinois.

11.12 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.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed in their behalf by their duly authorized representatives.

HOSPITAL:  
Holy Family Medical Center- Des Plaines,  
Llc/D/B/A Holy Family Medical Center

SCHOOL:  
TRITON COLLEGE

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: Yolanda Wilson-Stubbs  
\_\_\_\_\_

Name: Mark R. Stephens  
\_\_\_\_\_

Title: CEO  
\_\_\_\_\_

Title: Board Chairman  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**CLEARANCE FORMS PACKET**

All participating students shall read, complete, sign and submit the following forms:

- 1. Exhibit A-1: Student Code of Conduct.**
- 2. Exhibit A-2: Student Confidentiality Policy/HIPAA.**
- 3. Exhibit A-3: Agreement for Waiver and Release of all Claims.**
- 4. Exhibit A-4: If Student is an employee of [enter hospital name]**
- 5. Exhibit A-5: General Compliance Training Attestation**
- 6. Exhibit B: Student Agreement- Field Experience**

**PLEASE SIGN AND INITIAL PAGES WHERE INDICATED**

STUDENT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

SCHOOL NAME: \_\_\_\_\_ PROGRAM: \_\_\_\_\_

FIELD COORDINATOR'S NAME: \_\_\_\_\_

SUPERVISING MEDICAL PROFESSIONAL: \_\_\_\_\_

**EXHIBIT “A-1”**  
**STUDENT CODE OF CONDUCT**  
**[Enter Hospital Name]**

This Hospital mandates that there be an environment of mutual understanding, respect and cooperation and that its affiliated SCHOOL students and/or interns must maintain the highest standards of personal/professional conduct and behavior. Regardless of the role description, each individual is a vital link in providing outstanding patient care and customer service.

This is not intended to be a complete list of all code of conduct and performance, but to promote an idea of what type of conduct and job performance is expected and what behavior may result in corrective action or discharge. In arriving at a decision, both the nature of the incident and prior record of the employee will be considered.

The Hospital is committed to Standards of Behavior by the following listed below. Failure to comply will result in disciplinary action.

The Hospital retains the right to immediately terminate the affiliation of a student and/or intern for any type of misconduct, including the examples listed below, depending upon the nature and circumstances of the incident and the any prior performance records. However, examples of other conduct that normally will result in a warning or suspension prior to termination include the following:

Falsification of any records, such as medical forms, worker’s compensation claims, timecards or SCHOOL programs applications, or giving false testimony or witness.

Carelessness of violations of Hospital rules and procedures which could jeopardize the safety of self or others or and/or which could result in bodily injury or damage to Hospital property.

Disorderly conduct including fighting, horseplay, threatening, or abusing any individual, patient, visitors, or member of the public. Immoral or indecent conduct.

Insubordination including refusal or failure to perform tasks assigned by a supervisor or manager in the appropriate manner.

Distribution, use, possession, purchase or sale of or being under the influence of alcohol, narcotics, intoxicants, drugs or hallucinatory agents while on Hospital property or reporting to work under such conditions.

Use of alcohol or drugs while in a Hospital uniform.

Any violation of the Hospital’s Drug-Free Workplace Program.

Threats of violence, acts of violence, terrorist threats or acts of terrorism against the Hospital, patients, employees or the general public.

Sleeping during Field Experience time.

Student Initials: \_\_\_\_\_

**EXHIBIT “A-1”**  
**STUDENT CODE OF CONDUCT**  
**[Enter Hospital Name]**  
(CONTINUATION)

Stealing from the Hospital, employees, patients or members of the public, regardless of the amount. Soliciting tips, gifts or other gratuities or favors from patients or their families.

Possession of weapons or explosives on Hospital premises.

Field Experience abandonment/Leaving without authorization.

Failure to return to the Field Experience Program by the end of the student or intern’s normal Field Experience day, on the date scheduled for return to the Field Experience from an excused absence.

Disclosure (whether negligent or intentional) of confidential information pertaining to patients, physicians, or other employees, including, but not limited to the violation of the Patient’s Right and Confidentiality Policies and the Health Information Portability and Accountability Act (HIPAA).

Giving unauthorized medical or health advice.

Altering, falsifying, or making an intentional misstatement of facts on a member or patient record or chart.

Failure to perform assignment as directed.

Inappropriate attitude or behavior to patients, other employees, or members of the public.

Violations of security or safety regulations including unsafe acts, such as improper bending, lifting, twisting, etc.

Excessive absenteeism or pattern of unexcused absences.

Soliciting for any purpose during working time (working time does not include meal or break periods during which a student or intern is released from all duties).

Unsatisfactory performance.

Student Initials:

\_\_\_\_\_

**EXHIBIT "A-1"**  
**STUDENT CODE OF CONDUCT**  
**[Enter Hospital Name]**  
**(CONTINUATION)**

Negligent conduct that causes misuse, waste or damage to any of the Hospital's property or using such property for personal reasons or releasing such property to others without proper authorization.

Failure to attend required orientation, in-service sessions or mandatory staff meetings.

Failure to immediately report accidents, theft, abuse, or similar misconduct towards patients, visitors, or employees.

Smoking, eating, chewing gum or lounging in unauthorized areas or taking or consuming food and beverages sent for patients, visitors or any other individuals.

Improper or unauthorized parking.

**TO BE COMPLETED BY STUDENT**

I \_\_\_\_\_ acknowledge that I have read and fully understand the Code of Conduct.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT "A-2"**  
**STUDENT CONFIDENTIALITY POLICY/HIPAA**  
**ACKNOWLEDGEMENT**

**Confidentiality Policy**

Disclosure of confidential information gained through your Field Experience Program by the Hospital is considered an act of prohibited conduct subject to disciplinary action, up to and including student suspension.

Any information concerning a patient's illness, family, financial condition, or personal characteristics is strictly confidential. When a patient's history or condition is reviewed, it must be done in private only with those persons involved with the care of the patient. Copying, photographing, replicating in any manner, videotaping, etc. is strictly prohibited.

I understand and agree to abide by the statement outlined above.

**HIPAA Acknowledgement**

HIPAA is the Health Insurance Portability and Accountability Act of 1996: Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Field Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. The Privacy Rule ("RULE") is a section of this law designed to protect the privacy of certain health information. This information is referred to as Protected Health Information ("PHI") that relates to the health of an individual and identifies, or can be used to identify, the individual. Disclosure of information in violation of the RULE is considered an act of prohibited conduct subject to disciplinary action, up to and including student suspension.

I understand and acknowledge the above standards regarding patient privacy and protected health information. Under HIPAA there are penalties both civil and criminal for failure to comply with privacy requirements.

|                              |                          |
|------------------------------|--------------------------|
| Student Name (Please Print): | SCHOOL Name and Program: |
| Student Signature:           | Date:                    |

**EXHIBIT "A-3"**  
**AGREEMENT FOR WAIVER AND RELEASE OF ALL CLAIMS**

This AGREEMENT FOR WAIVER AND RELEASE OF ALL CLAIMS (this "**Agreement**") is made effective this day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**"), by and between \_\_\_\_\_ ("**Hospital**"), Community College District 504 ("**Triton**"), and \_\_\_\_\_ ("**Student**").

This Agreement is based on the facts hereinafter recited:

1. Student shall be provided access to Hospital's premises for the purpose of obtaining Field education via a Field Experience Program for students enrolled in the Triton \_\_\_\_\_ Program or any professional degree in the healthcare industry.
2. Student understands that the educational institution in which Student currently is enrolled in, and which has contracted with Hospital to provide Student access to Hospital's premises Field Experience Program, does not provide Workers' Compensation coverage for Student.
3. Student also understands and agrees that Hospital's Workers' Compensation insurance policy does not cover Student for injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises.
4. Student hereby agrees to waive and release Triton and Hospital from any liability or responsibility any injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises, no matter how incurred, that may otherwise be covered under workers' compensation insurance.
5. Student further understands and agrees that Students are required to obtain their own health insurance coverage for any illnesses or injuries sustained while engaging in Field Experience Program activities on Hospital's premises.
6. Student hereby agrees to look only to their own health insurance coverage or otherwise retain their own financial responsibility for any medical services they receive in connection with any injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises.
7. The undersigned represents and warrants that they have the right, power, legal capacity, and authority to enter into this Agreement, and that no further approval or consent of any person or entity is necessary for them to enter into and perform such obligations.
8. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, said provision shall be deemed to be severed and deleted and neither such provision, its severance, or deletion shall affect the validity of the remaining provisions of this agreement.
9. This Agreement shall not be construed against the party or its representative who drafted this Agreement, or any portion hereof.

Student Initials: \_\_\_\_\_

**EXHIBIT "A-3"**  
(Continuation)

- 10. This Agreement shall be and inure to the benefit of the undersigned and their heirs, executors, wards, administrators, agents, officers, directors, shareholders, successors in interest and assigns.
  
- 11. This Agreement is and shall be subject to, governed by, and construed and enforced pursuant to the laws of the State of Illinois. All disputes under this Agreement shall be resolved in the Circuit Court of Cook County.
  
- 12. This release and Agreement is the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This release and Agreement may be amended only upon an agreement in writing.

Each Party hereto represents and warrants that it has been advised to seek advice from independent legal counsel of its own choosing regarding this Agreement and its terms and language, and understand and acknowledge the significance and consequence of these Releases, and the specific waivers of Section 1542, and each Party expressly consents that this Agreement and the Releases set forth herein shall be given full force and effect according to each and all of their express terms and provisions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action herein above specified.

**DO NOT SIGN UNTIL READ AND FULLY UNDERSTOOD**

Hospital: \_\_\_\_\_

Student: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A-4"**  
**[Enter Hospital Name]**  
**HOSPITAL EMPLOYEES ONLY**

I, \_\_\_\_\_ employee of [Enter Hospital Name] and Student of [Enter School Name], acknowledge that I have read, fully understand and agree to comply to the following terms:

**WORKING TIME & OBSERVATION/FIELD ROTATION TIME EXCLUSIVITY:**

Student/Observer agrees that his/her Working Time and Observation/Field Rotation Time are exclusive from one another, and at no point shall Student/Observer be performing Observation/Field Rotation Time and be allowed to change and perform Working Time. Likewise, at no point shall Student/Observer be performing Working Time and be allowed to change and perform Observation/Field Rotation Time.

Student/Observer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

[Enter Hospital Name] Physician or Field Experience Supervisor:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Approved by:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_



## General Compliance Training Attestation Form

I, \_\_\_\_\_, hereby confirm that I have reviewed  
(Name)

and understand the content of the **GENERAL COMPLIANCE TRAINING** module on  
\_\_\_\_\_.

(Date)

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Discipline/Specialty: \_\_\_\_\_

School Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Please return the completed form to: [XXXXXXXX@primehealthcare.com](mailto:XXXXXXXX@primehealthcare.com)

For questions or concerns please call: XXX-XXX-XXXX

**EXHIBIT B**  
**STUDENT AGREEMENT – FIELD EXPERIENCE**

I, \_\_\_\_\_, a student at \_\_\_\_\_ ("School") in the \_\_\_\_\_ Program desire the opportunity to obtain Field Experience through participation in a Field rotation at Hospital (hereinafter referred to as "Field Experience"), and hereby agree to the following:

I understand and agree to abide by: (I) the applicable terms and conditions of the Educational Affiliation Agreement between my School and Hospital; (ii) all applicable Hospital policies and procedures; and (iii) the Ethical and Religious Directives for Catholic Health Care Services as found at [www.usccb.org/bishops/directives](http://www.usccb.org/bishops/directives). I further understand and agree that failure to do so may result in the immediate termination of my participation in the aforementioned Field Experience.

1. I understand and agree that I shall not use or disclose to any third party any trade secrets and/or confidential information, facts or documents relating in any way to Hospital's business operations, patients, suppliers, vendors, personnel, contracts or financial condition or any other confidential or proprietary information except as necessary to the completion of my Field Experience or as required by applicable law. I understand the foregoing does not apply to publicly available information or information required by court order or applicable law.
2. I have been provided the necessary HIPAA training and understand and agree to: (I) appropriately access and disclose patient information; (ii) appropriately use the Hospital information system; and (iii) use reasonable safeguards to prevent unauthorized access to or disclosure of Hospital patient information.
3. I understand and agree that when I am participating in the Field Experience, I am not, and will not be, an employee of Hospital or School and will therefore not be eligible for any of the compensation or benefits that Hospital or School employees receive.
4. I authorize all necessary exchanges of information between Hospital and my School related to me and my participation in the Field Experience, including my education records.
5. I agree to clearly identify myself as a student, both visually by the wearing of a name badge and in all written and verbal communication, to all patients, providers, and staff during my Field Experience.
6. I agree to act only within the scope of my Field Experience and, at such times as are necessary, will immediately attempt to resolve any question or doubt I have as to the extent of that scope with the appropriate Hospital supervisor and School faculty.
7. I have been appropriately immunized as required under the Educational Affiliation Agreement and agree to submit to any additional health examinations that might be necessary to my participation in the Field Experience and further agree to make the results of any such additional examinations available to Hospital upon request.
8. I understand that Hospital may make emergency care available to me during the term of my Field Experience and that such emergency care will not be given without charge. I agree that I will be financially responsible for any medical care provided by any Hospital Facility, including any emergency care.
9. I understand and agree that Hospital retains the right to remove me at any time, if Hospital deems such removal to be in the best interests of Hospital and its patients.
10. I agree to release Hospital and School from any liability for the loss of or damage to my personal property while on Hospital property. I agree to be liable for and indemnify Hospital and School for any claims made against Hospital which are based solely on any of my activities. By signing this Agreement, I, and my parent or guardian if applicable, acknowledge that I understand the dangers of participating in the Field Experience and hereby release Hospital and School, their administration, board of directors, employees and agents from any and all liability from my participating in the Field Experience. I agree that this Student Agreement shall be binding and of full force and effect upon my heirs, assigns, executors, personal representatives, and guardians, including parents, durable powers of attorney or next of kin.

**STUDENT:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Program

**PARENT/GUARDIAN** (If Student is a minor): I hereby agree to the above terms on behalf of the above-named student.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Program

\_\_\_\_\_



## **AGREEMENT TO PROVIDE**

### **CLINICAL INTERNSHIP**

**THIS AGREEMENT** (the “Agreement”) is made and entered into as of the date of last signature, by and between Kindred Chicago Northlake, LLC doing business as Kindred Hospital Chicago-Northlake and Kindred Hospital Chicago-North (“Kindred”) and Community College District 504, commonly known as Triton College (“Contractor”).

#### **RECITALS:**

**A.** Kindred operates a hospital located in Northlake and Chicago, in the state of Illinois (the “State”), known as Kindred Hospital Chicago-Northlake and Kindred Hospital Chicago-North (“Hospital”).

**B.** Contractor is an Illinois Community College providing educational opportunities in River Grove, Illinois and across the region it serves.

**C.** Hospital and Contractor desire to contribute to the education of Contractor’s nursing students (“Students”) by providing the Students with the opportunity to participate in Hospital’s clinical programs on the terms set forth herein.

#### **AGREEMENT:**

**NOW, THEREFORE,** the parties hereto agree as follows:

**1. Assignment of Students.** Contractor may assign the following number of Students per semester for clinical observation and experience at Hospital: Ten (10) Students per day shift, Zero (0) Students per evening shift, and Zero (0) Students per night shift. Contractor will schedule Student hours, subject to Hospital’s advance approval. No Student shall be scheduled for more than Ten (10) hours at the Hospital per week.

**2. Undertakings of Contractor.** Contractor agrees to perform the following duties:

**a.** Contractor will provide all necessary instruction and supervision of Students through its faculty members and associated personnel (the “Supervisors”). Patient care services will remain under the sole control and responsibility of Hospital. The Supervisors shall attend periodic staff meetings as requested by Hospital to become familiar with current Hospital policies and procedures.

**b.** Contractor, its Supervisors and each Student will be advised of the requirement to:

- i. adhere to the rules and regulations of Hospital;
- ii. participate fully in Hospital’s quality improvement program (utilization review, quality improvement, infection control and risk management);
- iii. conduct all activities at Hospital in an acceptable manner under the

profession's current standards; iv. satisfy the same physical examination requirements as are applied to

Hospital employees and furnish written documentation of compliance to the Hospital;

v. maintain the confidential nature of information and records regarding patients and Hospital's business operations to the extent required by law; and

vi. ensure that each and every patient has consented to Student's participation in their care or observation of the care delivery.

**3. Undertakings of Hospital.** Hospital agrees to perform the following duties:

a. Hospital will afford Students adequate opportunity for clinical exposure and experience subject to the terms and conditions of this Agreement.

b. Hospital will permit Students and Supervisors to use, at their own expense, dining facilities generally available to Hospital employees.

c. Hospital will advise Supervisors from time to time concerning any changes or additions to relevant Hospital policies and procedures.

d. Hospital will retain sole responsibility for all care and care decisions of patients and remain in proximate distance at all times of Student contact with patients.

**4. Cooperation of Parties.** Hospital and Contractor shall cooperate in providing a sound educational environment and quality patient care. Representatives of Hospital and Contractor will confer, at such times as are mutually agreed upon, to evaluate the clinical program.

**5. Status of Parties and Students.** Students and Supervisors are participants in an educational program and do not replace any regular staff. If Hospital or Contractor determines that a Student has violated any Hospital policies, procedures or regulations, breached applicable standards of care, breached the duty to maintain confidentiality, otherwise failed to satisfy any of the requirements set forth in Section 2 hereof or engaged in misconduct of any sort, Hospital or Contractor may remove the Student temporarily or permanently from the clinical observation and experience program at Hospital and from the Hospital premises. No Student, Supervisor or any employee, agent or representative of Contractor shall be considered an agent, employee, borrowed servant, joint venturer or partner with or of Hospital. No Hospital employee, agent or representative of Hospital shall be considered an agent, employee, borrowed servant, joint venturer or partner with or of Contractor and shall make no claim for any of the benefits of employment, including the accrual of tenure.

**6. Insurance.** Contractor shall have, for all periods of time pertinent to this Agreement, have in effect for itself, and for the Students, Supervisors and all other employees, agents and representatives of Contractor involved with the clinical observation and experience program at Hospital ("Related Parties") comprehensive general liability and professional liability insurance

with limits of not less than \$2,000,000.00 per occurrence or claim and \$5,000,000.00 in the aggregate, and shall furnish to Hospital on or before the effective date of this Agreement certificate(s) from the insurance carrier(s) evidencing such coverages and stating that the insurance carriers will not cancel the policies or change insurance limits or fail to renew the policies without giving Hospital at least thirty (30) days' written advance notice. Such insurance shall be primary with respect to any other insurance or self-insurance or other coverage available to Hospital for claims arising from this Agreement. This covenant shall include the obligation to acquire "tail" coverage for any "claims made" policy as necessary until any applicable statute of limitation shall have expired. Contractor shall advise Hospital in writing at least thirty (30) days in advance of the cancellation or non-renewal of any insurance policy referred to above. Contractor shall also provide workers' compensation insurance for Contractor and the Related Parties to the maximum applicable statutory limits.

Hospital shall have, for all periods of time pertinent to this Agreement, have in effect for itself, and for all Hospital employees, agents and representatives of Hospital involved with the clinical observation and experience program of Contractor at Hospital ("Related Parties") comprehensive general liability and professional liability insurance with limits of not less than \$2,000,000.00 per occurrence or claim and \$5,000,000.00 in the aggregate, and shall furnish to Contractor on or before the effective date of this Agreement certificate(s) from the insurance carrier(s) evidencing such coverages and stating that the insurance carriers will not cancel the policies or change insurance limits or fail to renew the policies without giving Contractor at least thirty (30) days' written advance notice. Such insurance shall be primary with respect to any other insurance or self-insurance or other coverage available to Contractor for claims arising from this Agreement. This covenant shall include the obligation to acquire "tail" coverage for any "claims made" policy as necessary until any applicable statute of limitation shall have expired. Hospital shall advise Contractor in writing at least thirty (30) days in advance of the cancellation or non-renewal of any insurance policy referred to above. Hospital shall also provide workers' compensation insurance for Hospital and the Related Parties to the maximum applicable statutory limits.

7. **Compliance.** Contractor acknowledges that it is aware of Kindred's compliance program and code of conduct. Contractor certifies that it has provided each of its employees and/or students performing services under this Agreement with a copy of the summary of the code of conduct, which requires that all services provided to Hospital be performed in an ethical and legal manner. Contractor certifies that it advise Supervisors and Students of the requirement to fulfill its obligations under this Agreement in accordance with the standards set forth in the summary of the code of conduct.

8. **Parties' Relationship.** Each party will at all times act as an independent contractor and not as a partner or agent of the other party. Neither party will act or hold itself out to third parties as a partner, employee, or agent of the other party in the provision of services under this Agreement.

9. **Incurring Financial Obligation.** Neither party will incur any financial obligation on behalf of the other party without the prior written approval of the party to be obligated.

**10. Access to Books and Records.** Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Contractor will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement.

**11. Regulatory Requirements.** Hospital and Contractor will perform the services contemplated by this Agreement at all times in compliance with federal, state, and local law, rules, and regulations, the policies, rules, and regulations of Hospital, the medical staff bylaws, the applicable standards of the Joint Commission, and all currently accepted and approved methods and practices. The parties expressly agree that nothing contained in this Agreement shall require Contractor to refer any patients to Hospital. Notwithstanding any unanticipated effect of any provisions of this Agreement, neither party will intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs or other Federal programs.

**12. Term of Agreement and Termination.**

**a.** This Agreement shall be effective as of the date of last signature for a term of three (3) years (the “Initial Term”). Following the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year periods (each a “Renewal Term”), unless otherwise terminated earlier as provided below. Notwithstanding the foregoing, either party may terminate this Agreement at any time upon the giving of thirty (30) days’ written advance notice to the other. Any students participating in a clinical placement at the time of termination or expiration shall be permitted to complete the clinical placement under the terms and conditions set forth here. Such notice shall be effective upon delivery as follows:

**b.**

To Contractor: Triton College  
2000 Fifth Avenue  
River Grove, IL 60171  
Attn: Dean of University

With a copy to: Winner Law  
2344 W. Melrose  
Chicago, IL 60618

To Hospital: Kindred Hospital Chicago Northlake  
365 E. North Ave  
Northlake, IL 60164  
Attn: Chief Executive Officer

Kindred Hospital Chicago-North  
2544 W. Montrose Ave  
Chicago, IL 60618  
Attn: Chief Executive Officer

With a copy to:

Kindred Chicago Northlake, LLC  
680 South Fourth Street  
Louisville, KY 40202  
Attn: Legal Department

c. Hospital may terminate this Agreement at any time upon the occurrence of any of the following:

i. the inability, failure or neglect of Contractor or a Related Party in a material manner to properly perform a duty or duties under this Agreement, or ii. a material violation by Contractor or a Related Party of Hospital's rules and regulations.

**13. Certification.** Each party certifies, by executing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency or by the state. Each party further represents, warrants, and covenants that throughout the term of the Agreement:

a. The party is a corporation or other recognized legal business or entity duly organized, validly existing, and in good standing under the laws of the state in which it is incorporated, organized, and/or operating.

b. The party has all of the necessary qualifications, including but not limited to, certificates, permits, registrations, and/or licenses pursuant to federal, state, local, and other laws, regulations, rules or ordinances, to perform its obligations under this Agreement, and Contractor has obtained the required consents, approvals, and authorizations from all governmental authorities, and other persons that must be obtained in connection with this Agreement.

c. Each party will fully comply with all federal, state, local, and other laws, regulations, rules, and ordinances, the standards of Joint Commission (if applicable), and all currently accepted methods and practices in the performance of its duties under this Agreement.

d. Each party shall immediately notify the other party, in writing, if any representation or warranty no longer holds true during the term or any renewal of this Agreement.

**14. HIPAA Compliance.** To the extent applicable to this Agreement, the parties agree to comply with the applicable requirements of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA"), and any current and future regulations promulgated thereunder, including without limitation, the Federal Privacy Regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the Federal Security Standards as contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the Federal Standards for Electronic Transactions in 45 C.F.R. Parts 160 and 162 (the "Federal Transaction Standards") on or before their official compliance dates. The parties agree not to use or further disclose any protected health information, as defined in 45 C.F.R. § 164.501, or individually identifiable health information, as defined in 42

U.S.C. §1320 (d) (collectively, the “Protected Health Information”), concerning a patient other than as permitted by this Agreement, the requirements of HIPAA, and the regulations promulgated under HIPAA including, without limitation, the Federal Privacy Regulations, the Federal Security Regulations, and the Federal Transaction Standards. Additionally, on or before the official date of compliance, Contractor shall enter into a mutually agreeable business associate agreement with Hospital, if required under the Federal Privacy Regulations agreeing to safeguard Protected Health Information, and upon its execution, such agreement shall be attached to this Agreement and incorporated herein as an addendum.

**15. Indemnity.** Contractor agrees to indemnify Kindred, its affiliates and their respective officers, directors, employees and agents against, and hold the same harmless from, all liability, losses, damages, obligations, judgments, claims, causes of action and expenses associated therewith (including settlements, judgments, court costs and attorneys’ fees) resulting from or arising out of, directly or indirectly, any negligent or intentional act or omission by Contractor or any of the Related Parties. This covenant shall survive any termination of this Agreement.

Kindred agrees to indemnify Contractor, its affiliates and their respective officers, trustees, directors, employees and agents against, and hold the same harmless from, all liability, losses, damages, obligations, judgments, claims, causes of action and expenses associated therewith (including settlements, judgments, court costs and attorneys’ fees) resulting from or arising out of, directly or indirectly, any negligent or intentional act or omission by Kindred or any of the Related Parties. This covenant shall survive any termination of this Agreement.

**16. Miscellaneous Provisions.**

**a. Governing Law; Severability.** This Agreement shall be construed under, and governed in accordance with, the laws of the state of I l l i n o i s . The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision. All disputes shall be resolved in the Circuit Court of Cook County, Illinois.

**b. Nondiscrimination.** Neither party shall discriminate on the basis of race, color, sex, age, religion, national origin, sexual orientation, pregnancy, marital status, veteran status or handicap, or any other factor as may be protected by law, rule or regulation in providing services under this Agreement, in the selection of employees or independent contractors, or in the relationship created by this Agreement between the parties.

**c. EEOC Executive Order 11246.** Unless this Agreement is exempted by rules, regulations, or orders of the Secretary of the United States Department of Labor, the parties agree to comply with the Equal Employment Opportunity provisions of Executive Order 11246, § 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans’ Readjustment Assistance Act.

**The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

The parties also agree, where applicable, to comply with the regulations set forth under 29 CFR part 471, Appendix A to Subpart A regarding NLRA compliance.

The parties also agree to maintain a sexual harassment policy as required by applicable law, rule, or regulation.

**d. Headings.** The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement.

**e. Assignability; Third Parties.** Neither party may assign its rights or obligations hereunder without the prior written approval of the other. Except as specifically set forth in this Agreement, this Agreement does not create any right enforceable by any third party.

**f. No Waiver.** No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.

**g. Survival.** Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

**h. Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior or contemporaneous agreements, undertakings and understandings of the parties in connection with the subject matter hereof. This Agreement may be modified or amended only in writing duly signed by the authorized agents of both parties.

**i. Confidentiality.** In order to facilitate the performance of this Agreement, each party may deem it necessary to disclose to the other certain proprietary and/or confidential information. Such information may include, without limitation, patient information, personnel information, financial information, market information, pricing information and service delivery

information. Each party agrees to keep such information confidential to the extent permitted or required by applicable law, rule or regulation.

**j. Electronic Storage of Agreement.** The parties agree that the original of the Agreement, including the signature pages, may be scanned and stored in a computer database or similar device, and that any printout or other output which is readable, and which is shown to be an accurate reproduction of the original of this document, may be used for any purpose just as if it were the original Agreement, including the proof of the content of the original writing and the signing of the original writing.

**k. Change in Law.** In the event there is a change in state or federal law, whether by statute, regulation, agency interpretation, or judicial decision, that in the reasonable opinion of the legal counsel to either party hereto renders any of the material terms of this Agreement unlawful or unenforceable, the applicable term(s) of the Agreement will be subject to renegotiation upon written notice to the other party to remedy such condition and conform the Agreement to the requirements of the law. If such renegotiation is unsuccessful within the thirty (30) day period of time following written notification, either party may terminate this Agreement without penalty.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the month, day and year first above written in their official capacities only and no personal liability shall be created or implied by executing this Agreement.

Triton College

Kindred Chicago Northlake, LLC d/b/a Kindred Hospital Chicago-Northlake and Kindred Hospital Chicago-North

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: Mark R. Stephens, Board Chairman

Title: Chief Executive Officer

(“Contractor”)

(“Hospital”)

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

**Exhibit A**  
**School Programs**

**Respiratory Students**  
**Nursing Students**

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

Meeting of April 21, 2026

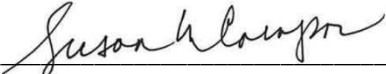
ACTION EXHIBIT NO. 17358

**SUBJECT: SUMMER 2026 COLLEGE FOR KIDS CAMP WITH DISTRICT 97**

**RECOMMENDATION:** That the Board of Trustees approve an Agreement with Oak Park Elementary School District 97 (“D97”) to offer a College for Kids Camp for up to forty (40) D97 students. College for Kids Camp is a career exploration initiative that provides middle school-aged students with the opportunity to learn about different career fields and the skills needed to be successful in various occupations. The half-day camp will be offered on Triton’s campus June 8-17, 2026. D97 staff will be responsible for recruiting students and Triton College staff will be jointly responsible for supervising the students while on campus. Prior to the start of the camp, all personnel having direct daily contact with the students are required to complete background checks conducted by D97 and paid for by Triton. D97 has agreed to cover 100% of student tuition fees, which covers instruction, classroom/lab space, materials/supplies, daily lunch, and transportation, for all participating D97 students, up to \$10,321. Triton will cover the fees associated with background checks not to exceed an estimated amount of \$500.

**RATIONALE:** Triton College has developed a strong partnership with D97. Offering career exploration and awareness to D97 students, provides them with the experience of being on a college campus and the opportunity to learn in state-of-the-art labs. College for Kids Camp serves the local communities by promoting postsecondary education and introducing middle school-aged children to potential future career pathways.

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

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**Board Officers’ Signatures Required:**

|  |   |  |
|--|---|--|
| <hr/> <p style="text-align: center;"><b>Mark R. Stephens</b><br/><b>Board Chairman</b></p> | <hr/> <p style="text-align: center;"><b>Tracy Jennings</b><br/><b>Secretary</b></p> | <hr/> <p style="text-align: center;"><b>Date</b></p> |
|--|---|--|

Related forms requiring Board signature: Yes  No

**AGREEMENT BETWEEN  
ILLINOIS COMMUNITY COLLEGE DISTRICT 504  
AND**

**BOARD OF EDUCATION OF OAK PARK ELEMENTARY SCHOOL DISTRICT 97**

This Partnership Agreement Concerning the Career Exploration Program (“Agreement”) is entered into as of the 22<sup>nd</sup> day of April, 2026, by and between the following parties: the Community College District 504, Cook County, Illinois, commonly known as Triton College (“Triton”) and the Board of Education of Oak Park Elementary School District 97, Cook County, Illinois (“the District”) (collectively, the “Parties”).

**RECITALS**

WHEREAS, College for Kids (the “Program”) is a career exploration program implemented by Triton College designed to provide middle school-aged students with the opportunity to learn about different career fields and the skills needed to go into various occupations;

WHEREAS, the Parties acknowledge that bringing career exploration and awareness to the District’s students provides significant benefits including the experience of being on a college campus, introduction to new career opportunities, and access to state-of-the-art labs, which helps plant the seed of postsecondary education and can aid the District’s students in heading towards a career pathway;

WHEREAS, the parties seek to continue implementation of the Program during a portion of the District’s summer break, from June 8 – June 17, 2026;

WHEREAS, the Parties shall collaborate to offer customized programming throughout the year that fits timeframes and durations that are convenient for the Parties, with the understanding that all parties shall, at their sole discretion, determine when Program offerings are convenient and may decline any offer that it deems to be inconvenient.

WHEREAS, the Parties wish to establish a long-term partnership that, contingent upon receipt of grant funding by any of the Parties, allows Triton to create customized programs that fit specific timeframes and that work best for the District and its students;

WHEREAS, in the future, the Parties may wish to expand the Program established in this Agreement to other timeframes or curriculum offerings;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

- 1. INCORPORATION OF PREAMBLE RECITALS.** The above preamble recitals shall be considered a part of this Agreement and shall be binding upon the Parties hereto.
- 2. TRITON’S RESPONSIBILITIES.**
  - a. Program Design.** Triton shall design each Program so that District students have a variety of academic areas of study to choose from. The career exploration-based classes, taught by professionals in the field, will promote interactive learning through real-world application. Curriculum will focus on building communication, teamwork, leadership, and content specific

skills by implementing hands-on activities and group projects. Areas of study shall be offered based on the availability of instructors and class/lab space, in Triton's sole discretion.

- b. Advertising and Placement of Students.** The Parties shall collaborate to develop marketing information and a cohesive enrollment process, explaining the Program offerings and design that the District can use to advertise the Program to its students and families. Triton shall allow District students to select their top three areas of study and shall place District students in their highest available area of study based on availability. There shall be no financial obligation incurred by Triton in the development or distribution of the marketing materials or recruiting of students.
- c. Safety and Supervision.** For the purpose of ensuring student safety and supervision of District students during Program activities, the Parties shall be jointly responsible for safety and supervision, including all responsibilities related to the education, care, and wellbeing of District students at all times that the District students are present on Triton's campus. Triton shall be solely responsible for its property (real property and personal property such as equipment and tools) while District students are on Triton's campus.

The Parties shall be jointly responsible for safety and supervision, including all responsibility related to the education, care, and wellbeing of District students at all times that District students are present on field trips and on buses during transportation to and from field trip locations.

Triton shall be solely responsible for the actions or non-actions of its employees, agents, and volunteers and shall indemnify the District in the event of any claims arising from the actions or non-actions of a Triton employee, agent or volunteer.

- d. Background Checks.** The Parties acknowledge that all personnel having direct daily contact with District students are required to complete and pass a background check prior to the start of the Program in accordance with 105 ILCS 5/10-21.9 and employment history review in accordance with "Faith's Law," 105 ILCS 5/22-94. Triton hereby authorizes the District to conduct background checks and employment history reviews on all Triton employees, contractors, agents, or any of its personnel (collectively "Personnel") who will have direct daily contact with District students. Triton shall provide the District with the necessary information and individual's consent to conduct background checks for all Personnel that will have direct daily contact with District students. The District reserves the right at its sole discretion to disqualify any proposed Personnel based on the results of this background check or employment history review.
- e. Cost.** Triton will be solely responsible for covering the cost of the background checks and history reviews completed on behalf of Triton employees, but shall have no responsibility to review the result of the background investigation.

**f. DISTRICT'S RESPONSIBILITIES**

- a. Student Sign-Up.** The District shall be responsible for circulating initial information regarding the scope of the Program and dates of the Program to parents/guardians and shall obtain parent/guardian consent for student participation. The District shall assist in facilitating any subsequent requests for information between Triton and District students, including additional forms, contracts, and contact information.

- b. Transportation.** The District shall provide transportation to and from the District’s middle schools, Triton College, and field trip locations and all associated costs of such transportation. The District shall also provide any logistics necessary for the pickup and drop off locations.
- c. Safety and Supervision.** For the purpose of ensuring students safety and supervision of District students during Program activities, the District shall provide staff that will accompany District students for supervision and support throughout all Program activities. The Parties shall be jointly responsible for safety and supervision, including all responsibilities related to the education, care, and wellbeing of District students at all times that the District students are present on Triton’s campus.

The District will be solely responsible for safety and supervision, including all responsibility related to the education, care, and wellbeing of District students at all times that District students are present on buses during transportation between the middle schools and Triton College.

The Parties shall be jointly responsible for safety and supervision, including all responsibility related to the education, care, and wellbeing of District students at all times that District students are present on field trips and on buses during transportation to and from field trip locations.

The District shall be solely responsible for the actions or non-actions of its employees, agents, and volunteers and shall indemnify Triton in the event of any claims arising from the actions or non-actions of a District employee, agent or volunteer.

- d. Background Checks.** The Parties acknowledge that all personnel having direct daily contact with District students are required to complete and pass a background check prior to the start of the Program in accordance with 105 ILCS 5/10-21.9 and employment history review in accordance with “Faith’s Law,” 105 ILCS 5/22-94. Triton hereby authorizes the District to conduct background checks and employment history reviews on all Triton employees, contractors, agents, or any of its personnel (collectively “Personnel”) who will have direct daily contact with District students. Triton shall provide the District with the necessary information and individual’s consent to conduct background checks for all Personnel that will have direct daily contact with District students. The District reserves the right at its sole discretion to disqualify any proposed Personnel based on the results of this background check or employment history review.
- e. Costs.** The total cost to operate the 2026 Summer Break College for Kids Camp for a maximum of forty (40) students is \$10,321. The District shall be solely responsible for covering the total costs associated with snacks, T-shirts, and transporting all students to and from the District’s middle schools, Triton College, and field trip locations. The District shall also be responsible for covering the costs of tuition (which includes teacher/counselor wages, materials, supplies, lunch, and operational fees) for District sixth through eighth grade students enrolled in the Program. The District shall be solely responsible for collecting registrations and sharing registration information with Triton. Total enrollment shall be limited to forty (40) students, and the total tuition expenses will be fixed at \$10,321, irrespectively of whether the maximum enrollment is reached. Payment can be made to Triton, in installments or in one lump sum with final total payment being made on or before Monday, July 27, 2026.

#### **4. TERM AND TERMINATION**

- a. **Term.** This Agreement shall have an initial term of one year from the effective date. The Program offering will be from June 8 – June 17, 2026. Thereafter, the Parties will collaborate to establish further dates and the scope of the Program offerings, which shall be memorialized in writing as an Addendum to this Agreement, in accordance with the terms of this Agreement should the Parties want to continue with this Program. Any agreed upon Program offerings for District students shall be subject to the terms of this Agreement, the Addendum and shall require the written agreement of the authorized agents of the Parties.
- b. **Termination for Cause.** Should any party fail to meet one or more of its material obligations under this Agreement, and the parties do not resolve the matter informally, any party may give the written notice of its intent to terminate this Agreement for cause, citing the failures with specificity. Upon receipt of such notice, the party in breach shall have ten (10) days to cure the failures cited in the notice. Should the party in breach then fail to timely cure, the Agreement shall terminate for cause following issuance of subsequent notice of failure to cure.
- c. **Termination for Convenience.** Any party may terminate this Agreement for any reason by giving the other parties at least thirty (30) days' written notice, signed by the authorized agent of the terminating Party.

**5. MISCELLANEOUS PROVISIONS**

- a. **Indemnification.** Each party acknowledges that it shall remain responsible for any liability arising from the actions or omissions of its own employees and agents. Each party acknowledges that it shall remain responsible for any liability to its own employees arising from such employment. Each party agrees to indemnify, defend and hold harmless the other parties and their board members, incorporators, directors, administrators, employees, counsel and agents against any and all claims, suits, actions, damages, costs, charges and expenses, including reasonable court costs and attorneys' fees, and against all liability, losses and damages of any nature whatsoever due to the actions or omissions of the indemnifying party's employees or agents. In no event will either party be jointly and/or severally liable for the actions or omissions of the other party.

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

- b. **Insurance.** Each party shall procure and maintain at all times during this Agreement, insurance through an insurance company or companies licensed to conduct business in Illinois with coverage and limits as follows:

| <u>Type</u>                  | <u>Limits</u>                       |
|------------------------------|-------------------------------------|
| Commercial General Liability |                                     |
| Per Occurrence:              | \$2,000,000                         |
| Aggregate:                   | \$5,000,000                         |
| Automobile Liability:        | \$1,000,000 (combined single limit) |
| Workers' Compensation:       | Statutory Minimum                   |
| Umbrella / Excess:           | \$2,000,000 aggregate               |

Each Party shall provide the other parties with a certificate of insurance stating the above referenced limits and naming the other parties as additional insured for all events arising from or related to this Agreement.

- c. **Authority.** Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement, in an official capacity only and the representative shall have no personal liability under this Agreement. Each party warrants to the other that execution, delivery and performance of this Agreement does not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this Agreement on behalf of a party warrants to the other party that such individual is authorized, as an officer of the entity, to execute this Agreement in the name of the party on whose behalf he or she executes it in an official capacity only.
- d. **Binding Effect.** This Agreement shall be binding on the parties and their respective successors. It may not be assigned.
- e. **Governing Law.** This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois.
- f. **Waivers and Modifications.** No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the authorized agent of the party making the waiver, and then shall be effective only in the specific instance and for the purpose given. This Agreement shall not in any other way be modified except in writing signed by the authorized agents of all parties.
- g. **Notices.** Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, as follows:

**Oak Park Elementary Schools District 97:**

Dr. Ushma Shah  
 Superintendent  
 260 Madison Street  
 Oak Park, IL 60302  
 Tel: (708) 524-3000  
[ushah@op97.org](mailto:ushah@op97.org)

**Community College District 504, Triton College:**

Dr. Susan Campos  
 Vice President, Academic Affairs  
 2000 Fifth Avenue  
 River Grove, IL 60171  
 Tel: (708) 456-0300  
[susancampos@triton.edu](mailto:susancampos@triton.edu)

With a Copy to:

Robbins Schwartz  
 c/o Matthew J. Gardner  
 55 W. Monroe St., #800  
 Chicago, IL 60603  
[mgardner@robbins-schwartz.com](mailto:mgardner@robbins-schwartz.com)

With a Copy to:

Sarie Winner  
 Winner Law  
 2344 W. Melrose  
 Chicago, IL 60618  
[winnersarie@gmail.com](mailto:winnersarie@gmail.com)

- h. **Non-Assignability and No Third-Party Beneficiaries.** This Agreement is not transferable or assignable by the parties. There are no third-party beneficiaries to this Agreement.
- i. **Non-Discrimination and Workplace Conduct.** No Party 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. Each Party certifies that it is an equal opportunity employer, that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105, and maintains a Drug Free

Workplace in compliance with applicable law.

- j. Entire Agreement.** This Agreement expresses the complete and final understanding of the parties with respect to its subject matter. The parties agree that this Agreement shall apply to any Program offerings or activities involving District students occurring at Triton College for the purposes stated herein.
  
- k. Relationship of the Parties.** None of the terms and conditions stated herein shall be deemed to create an employment relationship between the Parties. Those District employees participating in College for Kids shall not be deemed employees or contractors of the College and shall not be entitled to any benefits of College employment, including Worker's Compensation, professional liability insurance, or the accrual of tenure. Each party remains solely responsible for the supervision of their employees participating in this Agreement.
  
- l. Execution.** This Agreement may be executed in duplicate counterparts, each of which shall be as effective as the others upon approval and execution by all parties.
  
- m. Severability.** If any provisions of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end the provisions of the Agreement are to be deemed severable.

IN WITNESS WHEREOF, the parties have executed this Agreement on or before, April 21, 2026.

**Oak Park Elementary Schools District 97:**

**Community College District 504, Triton College:**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Mark R. Stephens, Board Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Meeting of April 21, 2026

ACTION EXHIBIT NO. 17359

**SUBJECT: NAMING OF HEALTH RESOURCE CENTER PRACTICE LAB**

**RECOMMENDATION:** That the Board of Trustees approve the naming of the H-208 Health Resource Center Practice Lab for JoAnn Nair, a benefactor of the Triton College Foundation.

**RATIONALE:** Ms. Nair was a full-time Nursing Faculty member from 1976 until her retirement in 1999. She guided nursing practice in Upward Mobility LPN to RN, ensured nursing curriculum remained relevant and served as department Chairperson. To honor her deep commitment to Triton College Nursing Department, her family made a donation to the Triton College Foundation in the amount of \$25,000 designated for the nursing student scholarships. The naming recognition of a room in the Health and Science building acknowledges Ms. Nair's academic contribution and reflects a learner-centered environment which all Triton nursing students will experience.

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**Submitted to Board by:** \_\_\_\_\_

  
Dr. Susan Campos, Vice President of Academic Affairs

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**Board Officers' Signatures Required:**

\_\_\_\_\_  
**Mark R. Stephens  
Board Chairman**

\_\_\_\_\_  
**Tracy Jennings  
Secretary**

\_\_\_\_\_  
**Date**

Related forms requiring Board signature: Yes  No

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

Meeting of April 21, 2026

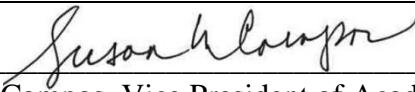
ACTION EXHIBIT NO. 17360

**SUBJECT: CHILD DEVELOPMENT CENTER TUITION INCREASE**

**RECOMMENDATION:** That the Board of Trustees approve the proposed tuition rate increase for the Triton College Child Development Center (CDC), effective Fall 2026, to support continued high-quality childcare services for students, employees and community families. The proposed increases vary by age group and enrollment type, as detailed in the attached rate schedule. Full-time weekly rates range from \$295 to \$340 per week, daily rates from \$93 to \$107 per day, and half-day rates from \$47 to \$54 per day. The last time these rates were increased was in 2024.

**RATIONALE:** The proposed tuition increases will apply to all programs, including full-time and half-day options for young toddlers, toddlers, and preschool-aged children. The updated rates are designed to better align with market averages while remaining competitive for families. These adjustments reflect rising operational costs, including teacher-to-student ratios and optimal classroom sizes, and support ongoing program quality improvements. Ultimately, this increase ensures that the CDC can continue to provide high-quality childcare services, retain qualified staff, and remain financially stable while meeting the needs of students, employees, and the broader community.

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

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**Board Officers' Signatures Required:**

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|  |   |             |
|--|---|-------------|
| <b>Mark R. Stephens</b><br><b>Board Chairman</b> | <b>Tracy Jennings</b><br><b>Secretary</b> | <b>Date</b> |
|--|---|-------------|

Related forms requiring Board signature: Yes  No

**Triton College School of Continuing Education  
Child Development Center Tuition Charts**

| <b>Young Toddlers</b> |                    |                     |                      |
|-----------------------|--------------------|---------------------|----------------------|
| <b>Schedule</b>       | <b>Restriction</b> | <b>Current Rate</b> | <b>Proposed Rate</b> |
| Full-Time             | 4+ Days            | \$284/week          | \$340/week           |
| Daily                 | 2-day minimum      | \$92/day            | \$107/day            |
| Half-Day              | 3-day minimum      | \$46/day            | \$54/day             |
| <b>Toddlers</b>       |                    |                     |                      |
| <b>Schedule</b>       | <b>Restriction</b> | <b>Current Rate</b> | <b>Proposed Rate</b> |
| Full-Time             | 4+ Days            | \$264/week          | \$315/week           |
| Daily                 | 2-day minimum      | \$88/day            | \$100/day            |
| Half-Day              | 3-day minimum      | \$44/day            | \$50/day             |
| <b>Preschool</b>      |                    |                     |                      |
| <b>Schedule</b>       | <b>Restriction</b> | <b>Current Rate</b> | <b>Proposed Rate</b> |
| Full-Time             | 4+ Days            | \$252/week          | \$295/week           |
| Daily                 | 2-day minimum      | \$77/day            | \$93/day             |
| Half-Day              | 3-day minimum      | \$39/day            | \$47/day             |

**Triton College School of Continuing Education  
Child Development Center Tuition Charts**

| <b>CURRENT RATES</b>       |                    |             |
|----------------------------|--------------------|-------------|
| <b>Young Toddlers</b>      |                    |             |
| <b>Schedule</b>            | <b>Restriction</b> | <b>Rate</b> |
| Full-Time                  | 4+ Days            | \$284/week  |
| Daily                      | 2-day minimum      | \$92/day    |
| Half-Day                   | 3-day minimum      | \$46/day    |
| <b>Toddlers</b>            |                    |             |
| <b>Schedule</b>            | <b>Restriction</b> | <b>Rate</b> |
| Full-Time                  | 4+ Days            | \$264/week  |
| Daily                      | 2-day minimum      | \$88/day    |
| Half-Day                   | 3-day minimum      | \$44/day    |
| <b>Preschool</b>           |                    |             |
| <b>Schedule</b>            | <b>Restriction</b> | <b>Rate</b> |
| Full-Time                  | 4+ Days            | \$252/week  |
| Daily                      | 2-day minimum      | \$77/day    |
| Half-Day                   | 3-day minimum      | \$39/day    |
|                            |                    |             |
| <b>2026 PROPOSED RATES</b> |                    |             |
| <b>Young Toddlers</b>      |                    |             |
| <b>Schedule</b>            | <b>Restriction</b> | <b>Rate</b> |
| Full-Time                  | 4+ Days            | \$340/week  |
| Daily                      | 2-day minimum      | \$107/day   |
| Half-Day                   | 3-day minimum      | \$54/day    |
| <b>Toddlers</b>            |                    |             |
| <b>Schedule</b>            | <b>Restriction</b> | <b>Rate</b> |
| Full-Time                  | 4+ Days            | \$315/week  |
| Daily                      | 2-day minimum      | \$100/day   |
| Half-Day                   | 3-day minimum      | \$50/day    |
| <b>Preschool</b>           |                    |             |
| <b>Schedule</b>            | <b>Restriction</b> | <b>Rate</b> |
| Full-Time                  | 4+ Days            | \$295/week  |
| Daily                      | 2-day minimum      | \$93/day    |
| Half-Day                   | 3-day minimum      | \$47/day    |

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

Meeting of April 21, 2026

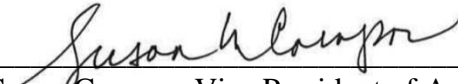
ACTION EXHIBIT NO. 17361

**SUBJECT: COLLEGE CURRICULUM COMMITTEE RECOMMENDATIONS**

**RECOMMENDATION:** That the Board of Trustees approve the attached College Curriculum Committee recommendation.

**RATIONALE:** These recommendations were approved by the College Curriculum Committee on March 5, 2026, and April 2, 2026, and approved by the Academic Senate on March 10, 2026, and April 14, 2026.

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

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**Board Officers' Signatures Required:**

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|  |   |             |
|--|---|-------------|
| <b>Mark R. Stephens</b><br><b>Board Chairman</b> | <b>Tracy Jennings</b><br><b>Secretary</b> | <b>Date</b> |
|--|---|-------------|

Related forms requiring Board signature: Yes  No

**College Curriculum Committee Summary  
March 5, 2026**

**for**

**Academic Senate, March 10, 2026  
Board of Trustees, April 21, 2026**

***PROGRAM(S)***

**INACTIVATE PROGRAM(s)**

- C260A Renewable Energy Technology AAS
  - *Effective: 8/16/2026*

***COURSE(S)***

**NEW COURSE(s)**

- MUS 103 Applied Music - Composition
  - 1 credit; 2 lab
  - \$350 course fee
  - *Effective: 8/16/2026*

**REVISED COURSE(s)**

- BUS 291 Cooperative Work Experience
  - updated CLOs, assessment, topics, TLOs; removed GEOs
  - *Effective: 8/16/2026*
- ECE 121 Language Development & Activities
  - removed ECE 118 and ECE 142 from the prerequisites;
  - *Effective: 8/16/2026*
- ECE 142 Students with Disabilities in School
  - title to 'Children with Exceptionalities and Inclusion in Early Childhood Education'; updated assessment, textbook and GEOs
  - *Effective: 8/16/2026*
- ECE 233 Creative Activities for the Young Child
  - added ECE 118, ECE 142 and ECE 146 (all with a grade of 'C' or higher)
  - *Effective: 8/16/2026*
- MUS 253 Ensemble
  - title to 'Small Ensemble'; updated course description, CLOs, assessment, topics, TLOs and contact hours
  - *Effective: 8/16/2026*
- HTH 202 Culture and Food
  - title to 'Culture, Society, and Health: An Interdisciplinary Approach'; updated course description, CLOs, GEOs, assessment, topics and TLOs; Core Course to Core Course Social and Behavioral Science Gen-Ed', pursuing S9900 IAI GECC code
  - *Effective: 8/16/2026*

**College Curriculum Committee Summary  
April 2, 2026**

**for**

**Academic Senate, April 14, 2026  
Board of Trustees, April 21, 2026**

***PROGRAM(S)***

**REVISED PROGRAM(s)**

- C206J Human Resource Management AAS
  - updated program description, BUS 200 to 100, BUS 270 to 164
  - *Effective: 8/16/2026*
- C306FJ Human Resource Management Certificate
  - updated program description; BUS 200 to 100, BUS 270 to 164; added stackable to Human Resource Management AAS
  - *Effective: 8/16/2026*

***COURSE(S)***

**REVISED COURSE(s)**

- BUS 200 Introduction to Human Resource Management
  - number to 100; title to ‘Human Resource Fundamentals’; updated description, CLOs, assessment, textbook, topics, TLOs; removed GEOs
  - *Effective: 8/16/2026*
- BUS 205 Problem Solving for Human Resources
  - updated course description, assessment, prerequisite/corequisite to BUS 100 (formerly 200), removed GEOs
  - *Effective: 8/16/2026*
- BUS 210 Recruitment and Selection
  - updated course description, assessment, CLOs, prerequisite/corequisite to BUS 100; removed GEOs
  - *Effective: 8/16/2026*
- BUS 220 Training and Development
  - updated course description, assessment, prerequisite/corequisite to BUS 100; removed GEOs
  - *Effective: 8/16/2026*
- BUS 240 Compensation and Benefits
  - updated course description, CLOs, assessment, prerequisite/corequisite to BUS 100; removed GEOs

- *Effective: 8/16/2026*
- BUS 250 Employee and Labor Relations
  - updated course description, assessment, CLOs; prerequisite/corequisite to BUS 100; removed GEOs
  - *Effective: 8/16/2026*
- BUS 270 Employee Health and Safety
  - course number to '164'; updated course description, CLOs, assessment; prerequisite/corequisite to BUS 100; removed GEOs
  - *Effective: 8/16/2026*
- BUS 275 Advertising in a Social Media Era
  - updated textbook, CLOs; removed GEOs
  - *Effective: 8/16/2026*
- AHL 112 Pharmacology and Drug Administration
  - title to 'Nursing Pharmacology and Therapeutics'; prerequisite to 'admission to the Nursing program and AHL 109, or approval of the AHL chairperson'; updated course description, assessment, textbook, topics, contact hours, TLOs, CLOs; lecture from 2.5 to 3; lab from 1 to 0
  - *Effective: 8/16/2026*
- NUR 107 Introduction to Nursing Roles
  - updated course description, assessment, textbooks, topics, contact hours, TLOs, CLOs, GEOs; prerequisite from NUR 106 to 'admission to the Nursing program; corequisite with NUR 108'; repeatable from 1 to 2 times
  - *Effective: 8/16/2026*
- NUR 111 Adult Health Concepts I
  - updated course description, CLOs, GEOs, textbooks, topics, TLOs; prerequisite to 'NUR 107, NUR 108, NUR 109, AHL 112' (added), corequisite with NUR 113'; repeatable from 1 to 2 times
  - *Effective: 8/16/2026*