

Regular Meeting of the Board of Trustees

Agenda

Tuesday, February 20, 2024

I. CALL TO ORDER

February 20, 2024 at 6:30 p.m. Boardroom, A-300

- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- **IV.** APPROVAL OF BOARD MINUTES VOLUME LX Minutes of the Regular Board Meeting of January 23, 2024, No. 10
- V. COMMENTS ON THIS AGENDA
- VI. CITIZEN PARTICIPATION
- VII. REPORTS/ANNOUNCEMENTS Employee Groups
- VIII. STUDENT SENATE REPORT

IX. BOARD COMMITTEE REPORTS

A. Academic Affairs/Student Affairs

- B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT
- XI. PRESIDENT'S REPORT
- XII. CHAIRMAN'S REPORT

XIII. NEW BUSINESS

- A. Action Exhibits
 - 16985 Board of Trustees Travel
 - 16986 Budget Transfers
 - 16987 Certificate of Final Completion and Payment for the East Dome RTU Replacement Project
 - 16988 Everest Energy & Control Technologies, LLC
 - 16989 Agreement with Elmhurst Memorial Hospital

- 16990 Agreement with University of Illinois Hospital and Health Science Systems
- 16991 Agreement with Northshore University Health System for Radiologic Technology
- 16992 Agreement with Northshore University Health System for Surgical Technology
- 16993 Pre-Employment Welding Boot Camp West40
- 16994 Pre-Employment Welding Boot Camp Speer Academy
- 16995 Facility Usage Fee Reduction: PACE Suburban Bus
- 16996 Agreement with Accessible Information Management
- 16997 College for Kids Camp
- 16998 Network of Illinois Learning Resources in Community Colleges (NILRC) Agreement
- 16999 Tennessee College Tour for TRIO Students
- 17000 Georgia College Tour for SURGE & TRIUMPH Students
- 17001 Approval and Release of Closed Session Minutes of the Board of Trustees
- 17002 Destruction of Closed Session Verbatim Recordings
- 17003 Probo Medical, LLC

B. Purchasing Schedules

- C. Bills and Invoices
- D. <u>Closed Session</u> 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. <u>Human Resources Report</u> *<u>Administrative Contract</u>
 - Mel Loucks, Associate Dean of Arts & Sciences

XIV. COMMUNICATIONS – INFORMATION

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

XV. ADJOURNMENT

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

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 7:37 p.m. The following roll call was taken.

- Present: Ms. Naidelin Alvarez, Mr. Luke Casson, Mrs. Elizabeth Potter, Mr. Rich Regan, Mr. Mark Stephens, Ms. Diane Viverito.
- Absent: Mr. Tracy Jennings, Mr. Glover Johnson.

Mr. Stephens commented that Trustee Johnson is working and Trustee Jennings is ill.

APPROVAL OF BOARD MINUTES

Ms. Viverito made a motion, seconded by Mr. Casson, to approve the minutes of the Regular Board Meeting of December 19, 2023. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Faculty Association President Leslie Wester reported that faculty are off to a busy start of the semester after a wonderful faculty workshop. She discussed some ups and downs faculty have experienced including the recent weather days, the desire of some faculty to work remotely, and class cancellations happening too late for students to enroll in different classes. There was discussion about how other institutions handle such issues, and President Moore explained how the college looks at temperature, timing, and total accumulation when deciding on a weather closing. Vice President of Academic Affairs Susan Campos provided information on how course withdrawals are handled. Chairman Stephens called on all parties to work together to address everyone's needs.

STUDENT SENATE REPORT

TCSA President Journey Manuel reported that Welcome Week is happening this week, with a hot beverage bar and games for students, and *Pack the Place* basketball games are scheduled on February 8.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

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

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on January 10 and reviewed eight new business items and one purchasing schedule. All were unanimously approved and sent to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

None.

PRESIDENT'S REPORT

President Mary-Rita Moore reported that this is day two of the new semester, and enrollment is currently up 11 percent. She thanked everyone for their collaborative work and voice, noting that initiatives such as Guided Pathways and community engagement are making a difference in serving our community.

CHAIRMAN'S REPORT

Chairman Stephens expressed his pride in being associated with Triton College.

NEW BUSINESS

ACTION EXHIBITS

- **16977** Budget Transfers
- 16978 Certificate of Final Completion and Payment for the Tutoring Lab Renovation
- 16979 Certificate of Final Completion and Payment for the Boardroom and President's Office Carpet Replacement
- 16980 S.E.E.D. Student Community Employment Experience (West Suburban Special Recreation Association)
- 16981 High School Credit Recovery Program on Triton's Campus
- 16982 Agreement with North Riverside Fire Department
- 16983 Agreement with Edward Hospital
- 16984 Agreement with Gottlieb Hospital

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

PURCHASING SCHEDULE

B46.09 Triton College Districtwide Combined Schedule of Classes - Summer 2024

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

BILLS AND INVOICES

Ms. Alvarez made a motion, seconded by Mr. Regan, to pay the Bills and Invoices in the amount of \$1,250,445.85.

Roll Call Vote:

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

Motion carried 5-0 with the Student Trustee voting yes.

CLOSED SESSION

Mr. Casson made a motion to go into Closed Session to discuss and consider the hiring, discipline, performance, and compensation of certain personnel, matters of collective bargaining, acquisition of real property, and matters of pending, probable, or imminent litigation, seconded by Ms. Viverito.

Roll Call Vote:

Affirmative:	Ms. Alvarez, Mr. Casson, Mrs. Potter, Mr. Regan,
	Ms. Viverito, Mr. Stephens.

Absent: Mr. Jennings, Mr. Johnson.

Motion carried 5-0 with the Student Trustee voting yes. Chairman Stephens announced that when the Board returns to open session, Ms. Viverito will chair the meeting, as he will be departing campus. The Board went into Closed Session at 8:02 p.m.

RETURN TO OPEN SESSION

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

Roll Call Vote:

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

Motion carried 4-0 with the Student Trustee voting yes. The Board returned to Open Session at 8:42 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

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

2.0 Adjunct Faculty

Ms. Alvarez made a motion, seconded by Mrs. Potter, to approve pages 2 - 3 of the Human Resources Report, items 2.3.01 through 2.7.01. Voice vote carried the motion unanimously.

3.0 Administration

Ms. Alvarez made a motion, seconded by Mrs. Potter, to approve page 4 of the Human Resources Report, item 3.1.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Mrs. Potter made a motion, seconded by Ms. Alvarez, to approve page 5 of the Human Resources Report, items 4.1.01 through 4.3.02. Voice vote carried the motion unanimously.

5.0 Mid-Management

Ms. Alvarez made a motion, seconded by Mr. Regan, to approve page 6 of the Human Resources Report, items 5.1.01 through 5.3.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Ms. Alvarez made a motion, seconded by Mr. Regan, to approve pages 7 - 9 of the Human Resources Report, items 6.1.01 through 6.3.01. Voice vote carried the motion unanimously.

7.0 Other

Ms. Alvarez made a motion, seconded by Mrs. Potter, to approve page 10 of the Human Resources Report, items 7.1.01 through 7.3.01. Voice vote carried the motion unanimously.

ADJOURNMENT

Motion was made by Ms. Alvarez to adjourn the Regular Meeting of the Board, seconded by Mrs. Potter. Voice vote carried the motion unanimously. Ms. Viverito adjourned the meeting at 8:44 p.m.

Submitted by: Mark R. Stephens Board Chairman Tracy Jennings Board Secretary

Susan Page

Susan Page, Recording Secretary

TRITON COLLEGE, District 504 Board of Trustees

Meeting of <u>February 20, 2024</u> ACTION EXHIBIT NO. <u>16985</u>

SUBJECT: BOARD OF TRUSTEES TRAVEL

RECOMMENDATION: <u>To approve travel for Trustee Tracy Jennings to attend a meeting of</u> <u>the Illinois Community College Trustees Association (ICCTA) in Kankakee, Illinois on</u> <u>March 8 – 9, 2024</u>. <u>Total cost of travel will not exceed \$560, itemized as follows:</u> <u>registration - \$150; transportation - \$110; lodging - \$150; meals - \$150.</u>

RATIONALE: <u>In keeping with the Local Government Travel Expense Control Act, the</u> <u>Board of Trustees reviews the travel expenses of all Board members.</u> Mr. Jennings is the <u>Board's appointed representative to the ICCTA and he will interact with community college</u> <u>trustees from across the state on topics pertinent to trusteeship and issues affecting higher</u> <u>education.</u>

Submitted	to	Board	by
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az- Lite Moore

Mary-Rita Moore, President

Board Officers' Signatures Required:

Mark R. Stephens Chairman	Tracy Jennings Secretary	Date
Related forms requiring Board signature: Yes	□ No ⊠	

TRITON COLLEGE, District 504 Board of Trustees

Meeting of February 20, 2024

ACTION EXHIBIT NO. 16986

SUBJECT: <u>BUDGET TRANSFERS</u>

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

RATIONALE: <u>Transfers are recommended to accommodate institutional priorities.</u> See description on attached forms.

Submitted to Deand but	Sean Sullivan	
Submitted to Board by:	Sean O'Brien Sullivan, Vice President of Busine	ess Services
Board Officers' Signatu	res Required:	

PROPOSED BUDGET TRANSFERS - FY 2024 FOR THE PERIOD 1/1/24 to 1/31/24

	FROM		1	го		
ID#	AREA	ACCT #	AREA	ACCT #	4	MOUNT
	EDUCATION FUND					
1 2 3 4 5 6 7	Adult Basic/Secon. Ed Admission Assessment Services Welcome Center AVP Academic Innovations General Institutional Center For Teaching Ex	01-10600510-550100005 01-30100510-540100110 01-30200505-550100005 01-30200535-550100005 01-80100515-530900010 01-80600525-530900010 01-80900510-550300005	Adult Basic/Secon. Ed Admission Assessment Services Welcome Center Hospitality Ind Admin Dean of Retention Center For Teaching Ex	01-10600510-540200010 01-30100510-550300005 01-30200505-540900505 01-30200535-540900505 01-10200550-530900010 01-30200520-530900010 01-80900510-530900010	\$	500.00 1,000.00 87.00 1,000.00 800.00 37,000.00 13,000.00
			TOTAL EDUCATION FUND		\$	53,387.00
	FROM			ТО		AMOUNT
ID#	AREA	ACCT #	AREA	ACCT #		AMOUNT
	BUILDING FUND					
8	Police	02-70400510-530400020	Police	02-70400510-540900505	\$	6,314.00
			TOTAL BUILDING FUND		\$	6,314.00
	FROM			то		MAUNIT
ID#	AREA	ACCT #	AREA	ACCT #		AMOUNT
	RESTRICTED FUND					4 800 00
9 10 11 12 13	AEF-ADULT ED - FEDERAL AEF-ADULT ED - FEDERAL AEF-ADULT ED - FEDERAL ECMC Persist Federal Work Study	06-10605005-590200000 06-10605005-590200000 06-10605005-590200000 06-30205018-590200000 06-30405007-510800010	AEF-ADULT ED - FEDERAL AEF-ADULT ED - FEDERAL AEF-ADULT ED - FEDERAL ECMC Meal Pantry Pell Grants	06-10605005-530900010 06-10605005-540100110 06-10605005-540901005 06-30905013-540800005 06-90105004-590200001	\$	1,800.00 929.00 3,989.00 3,583.11 52,966.00
			TOTAL RESTRICTED FUND		\$	63,267.11
			TOTAL PROPOSED BUDGET 1	RANSFERS	\$	122,968.11

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	Budget Transfe	er Form	
	\$500.00		
Dollar Amount			
			Object Code Description
From what Budget Account	01 10600510	550100005	Adult Basic/Secon. Ed Meeting Expenses
To what Budget Account	01 10600510	540200010	Adult Basic/Secon. Ed Copier Charge
Is this a Grant? Yes () No (X)			e following statement must appear in the Rationale: ame of grant) guidelines"
Grant Accountant?			Include Attachments: Yes () No (X)
Rationale:			
Explain why the budgeted funds Funds in this line will be requirements for meeting ex	underspent by the e	nd of this fiscal	nd are available to be transferred: year, attributed to lower than anticipated fees.
Explain specifically why addition Funds will be used to reple Staff.			t: or Adult Education Department Faculty and
Required Signatures	-Degulageed by:	1/3/2	2024
Requestor	Zelda Fridatta	_, •, -	
Cost Center Manager	Jacqueline Lynak	1/3/2	2024
Associate Dean (if Applicable)			
Dean (U Applicable)			
Associate Vice President	Paul Jensen	1/4/2	2024
	Susce Canton	1/4/	2024
Areo Vice President	VALUE (CANTROLOGIA)		
	BUSINESS OFFICE	APPROVALS	
Grant Accountant:			
Asst. Director of Finance			
Exec. Director of Finance:	Ar		BTISS DS 1/8/24
Exec. Dir. of Bus. Operations:	QE_	113	no up; and the start
VP of Business Services;	In 1/8/24		

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	Budget Transfer Forn	1
	\$1000	
Dollar Amount		Object Code Description
	01 30100510 540100	
From what Budget Account		Admission Travel Out of State
To what Budget Account		
ls this a Grant? Yes [*If you are submitting a grant t "This is an allowable transfer u	ransfer, the following statement must appear in the Rationale: nder the (name of grant) guidelines"
Grant Accountant?		Include Attachments: Yes () No (X)
Majority of office supplies Explain specifically why addition	have been purchased and wo	
Required Signatures	-DocuSigned by:	12/8/2023
Requestor	Carina Santoyo	
Cost Center Manager	Carina Santoyo	1/8/2024
Associate Dean (If Applicable)		
Dean (If Applicable)		
	Jodi Koslow Martin	1/9/2024
Associate Vice President	Decusioned by:	1/9/2024
Area Vice President	Jodi Koslow Mattin TFTOHESABARABARD	
	BUSINESS OFFICE APPRO	DVALS
Grant Accountant		
Asst. Director of Finance	·	
Exec. Director of Finance.	, M	
Exec. Dir. of Bus. Operations:	CR	Entered by: B7161 DS 1/17/24
VP of Business Services.		
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	Budget Transfer Form				
	\$87.00				
Dollar Amount				Object Code Description	
	0.1	20200505	550100005	Meeting Expense	
From what Budget Account	01	30200505	550100005		
To what Budget Account	01	30200505	540900505	Other Materials & Supplies	
Is this a Grant? Yes () No (, the following statement must appear in the Rationale: e (name of grant) guidelines″	
Grant Accountant?				Include Attachments: Yes $(\)$ No $(^{X})$	
Explain why the budgeted funds No remaining meeting expense Explain specifically why addition	Rationale: Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred: No remaining meeting expenses anticipated for the remainder of the fiscal year. Explain specifically why additional funds are needed in the receiving account: Funds needed for Triton enrollment services apparel.				
Required Signatures Requestor		Damsy	12	2/20/2023	
Cost Center Manager	Brut		12	2/20/2023	
		1999-1990 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 199			
Associate Dean (if Applicable)	Docusion	ned by: Dones	1	/8/2024	
Dean (lf Applicable)	Docu8ig	ned by:	1	/8/2024	
Associate Vice President	Docudige	Meyer Meyer Toolow Martin	1	/9/2024	
Area Vice President		BADAE4FC			
BUSINESS OFFICE APPROVALS					
Grant Accountant:					
Asst. Director of Finance					
Exec. Director of Finance:		AN		DOLLAD C.1	
Exec. Dir. of Bus. Operations:	-	CR		Entered by: B3160 DS 1/17/24	
VP of Business Services:		8g'i	17/24		
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	Budget Transfer Form				
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Dollar Amount				Object Code Description	
				Object Code Description	
From what Budget Account	01	30200535	550100005	Welcome Center- Meeting Expense	
To what Budget Account	01	30200535	540900505 	Welcome Center- Other Materials & Supplies	
Is this a Grant? Yes () No (X)				the following statement must appear in the Rationale: e (name of grant) guidelines"	
Grant Accountant?				Include Attachments: Yes $($ $)$ No $($ ^X $)$	
Rationale:					
Funding is needed in Welcom	e Cento nrollmo	er -Other Mat ent events fo	erials & Suppli	r,and are available to be transferred: es to purchase supplies for the welcome center of FY 24. Our department is reallocating funds	
Explain specifically why addition Funding is needed in Welcom purchase items needed by th	ne Cent	er-Other Mate	erial & Supplies	ount: 5 for the remainder of the fiscal year to 1aterials for campus events.	
Required Signatures					
		oned by: na tring	1/	10/2024	
Requestor	DocuSkg	AEOOCF41A	1/	11/2024	
Cost Center Manager	L	e Jones hiscasable			
Associate Dean (if Applicable)	Docusio	and here			
Dean (lf Applicable)	Denis	e Jones		/11/2024	
Associate Vice President	Docusti	aned by: M	1/	/11/2024	
Area Vice President	Jodi 1	Hewarezo. Ined by: Koslow Martin	1/	/19/2024	
	BUSI	NESS OFFICE	E APPROVALS		
Grant Accountant:					
Asst. Director of Finance					
Exec. Director of Finance:		<u>[]</u>		Entered by: BALLAS DS 1/22/24	
Exec. Dir. of Bus. Operations;		<u>C</u> .		Enterra by: Difference in avoid dy	
VP of Business Services:	S	- 1/22	4		
			free		

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	Budget Transfe	er Form			
Dollar Amount	\$800				
Dollar Amount			Object Code Description		
From what Budget Account	01 80100515	530900010	Other contractual		
_	01 10200550	530900010	Other contractual		
To what Budget Account Is this a Grant?	*If you are submitting	g a grant transfer ti	ne following statement must appear in the Rationale:		
Yes () No [X]			name of grant) guidelines"		
Grant Accountant?			Include Attachments: Yes () No (X)		
Rationale: Explain why the budgeted funds There are enough funds in AVP Academ			and are available to be transferred: f the fiscal year.		
Explain specifically why addition Funds are needed in HIA for					
Required Signatures	Deculsured by				
Requestor	Anthenry Kley	12/5	5/2023		
Cost Center Monager	Paul Jensen	12/5	/2023		
Associate Deon (if Applicable)					
Dean (if Applicable)		12/2	5/2023		
Associate Vice President	Paul Jensen				
Area Vice President	Susan Canpos	1/10	0/2024		
BUSINESS OFFICE APPROVALS					
Grant Accountant:					
Asst. Director of Finance					
Exec. Director of Finance:	- An-	/	Ralla		
Exec. Dir. of Bus. Operations:	CR	En	Hered by: B7163 D51/19/24		
VP of Business Services:	Le 1/19/2.	ł			

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	Budget Transfer	Form	
	\$37,000		
Dollar Amount			Object Code Description
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From what Budget Account	01 80600525 5	30900010	General Institutional: Other Contractual
To what Budget Account	01 30200520 5	30900010	Dean of Retention, Other Contractual
Is this a Grant? Yes () No (x)	. –		following statement must appear in the Rationale: ame of grant) guidelines"
Grant Accountant?			Include Attachments: Yes $(\)$ No $(^{X}$ $)$
Rationale:			
			n d are available to be transferred: tractual account for fiscal year 2024.
Explain specifically why addition Funds will be used to suppo			: the remainder of the fiscal year.
Required Signatures			
	Collecen Kockafellow	1/3/2	024
Requestor		1/11/	2024
Cost Center Manager	Denise Jones	1/11/	2024
Associate Dean (if Applicable)			
Dean (If Applicable)		1/11/	2024
Associate Vice President	Colleen Kockafillow	1/11/	2024
Area Vice President	Sean Sullivan	1/18/	/2024
	- Second By (PDF)		
	BUSINESS OFFICE A	PPROVALS	
Grant Accountant:			
Asst. Director of Finance	A.		
Exec. Director of Finance:	<u>//</u>		red by: B7166D51/22/24
Exec. Dir. of Bus. Operations:	CR	Enti	
VP of Business Services:	Im 1/22/24		
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	Budget Transfer Form	<u>)</u>
	\$13,000	
Dollar Amount	<u></u>	Object Code Description
From what Budget Account	01 80900510 5503000	
To what Budget Account	01 80900510 5309000	010 Other Contractual Services
Is this a Grant?	*If you are submitting a grant t	ransfer, the following statement must appear in the Rationale:
Yes $()$ No (x)	"This is an allowable transfer u	nder the (name of grant) guidelines"
Grant Accountant?		Include Attachments: Yes () No (X)
Rationale: Explain why the budgeted funds Less funding is needed in th		scal year, and are available to be transferred: 5.
Explain specifically why addition More funds are needed in th		ing account: s to fund additional faculty stipends for CTE programs,
Required Signatures		
Requestor	Shelley tiwari	1/9/2024
Cost Center Manager	Slully Tiwan	1/9/2024
Associate Dean (if Applicable)		
Dean (If Applicable)		1/10/2024
Associate Vice President	Paul Junsin	1/10/2024
Area Vice President	— Decusioned by: — Decusioned by: Susan Campos — #710745E08A6440.	1/10/2024
	BUSINESS OFFICE APPRO	VALS
Grant Accountant:		
Asst. Director of Finance		
Exec. Director of Finance:	V~	Entered by: B7159 DS 1/17/24
Exec. Dir. of Bus. Operations:	QR	Entered by: Unis T Do "11/1/24
VP of Business Services:		

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	\$6,314			
Dollar Amount				Object Code Description
From what Budget Account	02	70400510	530400020	maint serv-computer equipment
To what Budget Account	02	70400510	540900505	other materials & supplies
Is this a Grant? Yes () No (X)	 *If you are submitting a grant transfer, the following statement must appear in the Ra () "This is an allowable transfer under the (name of grant) guidelines" 			
Grant Accountant?				Include Attachments: Yes $(\)$ No $(^X)$
Rationale:				
of body cameras. All Illino entering into a five-year is a total of \$27.582. as c	ois publ Agreeme compared in the to begi	ic entities nt and bundl to yearly p implementati n our agreem	with law enforce ling with the int price increases ion of Axon Enter ment with Axon En	
The original budget was ger	nerated	based off o	f previous vears	charges. At this time, we are nearing the end be utilize for Axon Enterprises.
Required Signatures	Decullige		12/	/21/2023
		hors hitaincoilirt		
Requestor				/21/2023 /29/2023
Requestor Cost Center Manager				
Requestor Cost Center Manager Associate Dean (if Applicoble)	melode Docuster The construc-	the families	12/	
Requestor Cost Center Manager Associate Dean (if Applicoble) Dean (if Applicable)	melode Docuster The construc-	vor	12/	/29/2023 3/2024
Required Stanatures Requestor Cost Center Manager Associate Dean (if Applicoble) Dean (if Applicable) Associate Vice President Area Vice President	Docusion	vari vockafillow	12/	/29/2023
Requestor Cost Center Manager Associate Dean (if Applicoble) Deon (if Applicable) Associate Vice President	Docustion Docustion Docustion Collection Sean St Torreson	nov: , rockafillow	12/	/29/2023 3/2024
Requestor Cost Center Manager Associate Dean (if Applicoble) Deon (if Applicable) Associate Vice President	Docustion Docustion Docustion Collection Sean St Torreson	nov: , rockafillow	12/ 	/29/2023 3/2024
Requestor Cost Center Manager Associate Dean (If Applicable) Dean (If Applicable) Associate Vice President Area Vice President	Docustion Docustion Docustion Collection Sean St Torreson	nov: , rockafillow	12/ 	/29/2023 3/2024
Requestor Cost Center Manager Associate Dean (If Applicable) Dean (If Applicable) Associate Vice President Area Vice President Grant Accountant:	Docustion Docustion Docustion Collection Sean St Torreson	nov: , rockafillow	12/ 1/. 1/. 1/	/29/2023 3/2024 8/2024
Requestor Cost Center Monager Associate Dean (if Applicoble) Deon (if Applicable) Associate Vice President Area Vice President Grant Accountant: Asst. Director of Finance	Docustion Docustion Docustion Collection Sean St Torreson	nov: , rockafillow	12/ 1/ 1/ E APPROVALS	/29/2023 3/2024

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	Budget Transfer For	<u>n</u>
Dollar Amount	\$1800.00	
		Object Code Description
From what Budget Account	06 10605005 59020	0000 ADULT ED - FEDERAL: StudentGrants&Scholarship
To what Budget Account	06 10605005 53090	0010 ADULT ED - FEDERAL: Other Contractual Svcs.
Is this a Grant?		transfer, the following statement must appear in the Rationale: under the (name of grant) guidelines"
Grant Accountant?	Susan Zefeldt	Include Attachments: Yes () No (X)
Rationale:		
Explain why the budgeted fund	s are no longer required for this	fiscal year, and are available to be transferred:
Funds for Tuition and Fees	were not needed in Fall 20	23. This line will be underspent in FY24.
Explain specifically why additio	nal funds are needed in the rece	iving account:
Funds will be used to cove	er the cost of Lexmark Trans	lation Assistant and professional services component of
a Lexmark Translation Assi	stant. This is an allowable	transfer under the AEFLA guidelines.
	Construction of the second	
Required Signatures	DocuSigned by:	
Requestor	Zelde M Fredette	1/17/2024
	DocuSkened by:	1/17/2024
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Area Vice President	Susan Campos	1/19/2024
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Is this a Grant?	*If you are submitting a grant transfer, th		ne following statement must appear in the Rationale:		
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Required Signatures	Thomas Panas	1/1	6/2024		
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TRITON COLLEGE, District 504 Board of Trustees

Meeting of February 20, 2024

ACTION EXHIBIT NO. 16987

SUBJECT: CERTIFICATE OF FINAL COMPLETION AND AUTHORIZATION OF FINAL PAYMENT FOR THE EAST DOME RTU REPLACEMENT PROJECT

RECOMMENDATION: <u>That the Board of Trustees approve the Certificate of Final</u> Completion and Final Payment Application of \$18,441.23 for the East Dome RTU Replacement Project. The total project cost was \$186,021.23.

RATIONALE: <u>Operations and Maintenance has reviewed the Certificate of Final Completion</u>, <u>Final Waiver of Lien, and recommends the Final Payment Application. The original total</u> <u>contract amount was \$218,900.00; the final project amount was \$186,021.23. The project came</u> <u>in \$32,878.77 below budget.</u>

Sean Sullivan

Submitted to Board by:

Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens	
Chairman	

Tracy Jennings Secretary

Date

Related forms requiring Board signature: Yes \boxtimes No \square

APPLICATION AND CERTIFIC	ATE FOR PATME	N1	Page 1 of 2 Pages
TO TRITON COLLEGE SCHOOL DISTRICT 504 2000 5TH AVENUE RIVER GROVE, IL 60171-1995 FROM CONTRACTOR: F.E. MORAN, INC.	PROJECT:	SCHOOL 2000 5TH	OME RTU - TRITON COLLEGE APPLICATION NO: 5 Distribution to: L DISTRICT 504 PERIOD TO: 12/31/2023 OWNER H AVENUE PROJECT NOS: ARCHITECT GROVE, IL 60171-1995 CONTRACTO
2265 CARLSON DRIVE NORTHBROOK, IL 60062	VIA ARCHI	TECT	CONTRACT DATE:
CONTRACT FOR: HVAC			IN VOICE NUMBER 005-185437000 JOB ID: 185437000
CONTRACTOR'S APPLICATION FO	R PAYMENT	_	The undersigned Contractor certifies that to the best of the Contractor's knowledge, info- mation and belief the Work covered by this Application for Payment has been completed
Application is made for payment, as shown below, in concontinuation sheet is attached	nection with the Contract.	-	in accordance with the Contract Documents, that all amounts have been paid by the
1 ORIGINAL CONTRACT SUM	<u> </u>	8,900,00	Contractor for Work for which previous Certificates for Payment were issued and pay- ments received from the Owner, and that current payment shown herein is now due.
2 Net change by Change Orders	<u>\$</u> (3	32,878.77)	CONTRACTOR: F.E. MORAN, INC.
3 CONTRACT SUM TO DATE (Line 1 + 2)	<u>.</u> \$ 18	86.021.23	By: Crystan. Arils Date: 12/7/23
4 TOTAL COMPLETED & STORED TO DATE	\$18	86.021.23	
(Column G on Detail Sheets)			County of: COCK
5 RETAINAGE			Subscribed and swom to before
a. 0.00 % of Completed Work (Columns D + E on Detail Page)	\$ 0,00		me this 74 day of December 2023 OFFICIAL SEAL KRYSTYNA Z BIELARZ
b 0.00 % of Stored Material (Column F on Detail Page) Total Retainage (Line $5a + 5b$ or	\$ 0.00		Notary Public: My Commission expires: 5/18/24
Total in Column 1 of Detail Page)	S	0.00	
6 TOTAL EARNED LESS RETAINAGE		86,021,23	ARCHITECT'S CERTIFICATE FOR PAYMENT
(Line 4 less Line 5 Total)			In accordance with the Contract Documents, based on on-site observations and the data
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT			comprising this application, the Architect certifies to the Owner that to the best of the
(Line 6 from prior Certificate)	<u>s 16</u>	67,580,00	Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor
8 CURRENT PAYMENT DUE	\$	18,441.23	is entitled to payment of the AMOUNT CERTIFIED.
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	0.00		AMOUNT CERTIFIED \$ 18,441,23
		TIONIN	(Attach explanation if the amount certified differs from the amount applied for. Initial
CHANGE ORDER SUMMARY ADD	DITTONS DEDUCT	HUNS	all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)
Total changes approved in			
previous months by Owner	0,00	0.00	By: Date: Dec 11, 2023
Total approved this Month	0.00 (3	32,878.77)	This Certificate is not pegotiable. The AMOUNT CERTIFIED is payable only to the Con-
TOTALS	0,00	32,878.77)	tractor named herein. Issuance, payment and acceptance of payment arc without
NET CHANGES by Change Order	6	32,878,77)	prejudice to any rights of the Owner or Contractor under this Contract.

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1/14/2024 PO B0008455

Certificate of Final Acceptance

Project: East Dome RTU Replacement -Building A Triton College 2000 Fifth Ave. River Grove, IL 60171 Architect: ARCON Associates, Inc

Contractor: F.E. Moran, Inc. 2265 Carlson Drive Northbrook, Illinois 60062

Contract Date: 3/16/2023

Date of Issuance: 12/4/2023

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

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

SIGNATURES

Contractor	F.E. Moran, Inc.	By MUTUCKEr June Tucker	Date	12/14/23
Architect	ARCON Associates, Inc.	By Japane Hoto Gaspare Pitrello	Date	1.10.2024
Owner	Triton College	By J. L. Jewbuck John Lambrecht	Date	1/14/2024
Owner	Triton College	By Mark R. Stephens Board Chairman	Date	

TRITON COLLEGE, District 504 Board of Trustees

Meeting of <u>February 20, 2024</u> ACTION EXHIBIT NO. <u>16988</u>

SUBJECT: EVEREST ENERGY & CONTROL TECHNOLOGIES, LLC

RECOMMENDATION: <u>That the Board of Trustees approve a vendor limit increase to \$40,000 for</u> FY24 for Everest Energy & Technologies, LLC.

RATIONALE: Triton College has several buildings that still utilize Johnson Control Systems that are near 30 years in age. The control systems in the J Building are presently failing and require upgrade to the new Siemens Control System platform that the college has been converting to since 2016. The cost to upgrade the J Building control system is \$17,050 To date Triton has spent approximately \$9,200 with Everest Energy & Technologies, LLC. This upgrade expense would bring our annual spend with Everest Energy & Control Technologies, LLC to \$26,250 which exceeds the \$25,000 annual limit. Everest Energy & Control Technologies, LLC is the authorized service agent for Siemens Control Systems in Illinois. This expenditure is allowable per the Illinois Public Community College Act 110 ILCS 805/3-27.1, paragraph (e) "contracts for the maintenance or servicing of, or provision of repair parts for, equipment which are made with the manufacturer or authorized service agent of that equipment where the provision of parts, maintenance, or servicing can best be performed by the manufacturer or authorized service agent."

Sean Sullivan

Submitted to Board by:

Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens Chairman	Tı	acy Jennings Secretary	Date
Related forms requiring Board signature:	Yes 🗆	No 🗵	

TRITON COLLEGE, District 504 Board of Trustees

 Meeting of
 February 20, 2024

 ACTION EXHIBIT NO.
 16989

SUBJECT: AGREEMENT WITH ELMHURST MEMORIAL HOSPITAL

RECOMMENDATION: <u>That the Board of Trustees approve an Affiliation Agreement with</u> <u>Elmhurst Memorial Hospital. The term of this Agreement shall be for a period of one (1) year</u> from January 24, 2024, to January 25, 2025. Thereafter, this Agreement shall be automatically renewed for additional one-year periods unless terminated by either party by giving at least ninety (90) days written notice to the other party prior to the expiration of the current term. In the event that this Agreement is not renewed for a subsequent term or terminated without cause, students who are participating in the clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth. There is no cost to the college for this Agreement.

RATIONALE: <u>This Agreement will enable students in Triton College's Nursing, Surgical</u> <u>Technology, Sterile Processing Technician, Certified Medical Assisting, Diagnostic Medical</u> <u>Sonography, Emergency Medical Technician, Nursing Assistant, Ophthalmic Technician, and</u> <u>Respiratory Care programs to participate in clinical education experiences at Elmhurst Memorial</u> <u>Hospital.</u>

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

Board Officers' Signatures Required:

Mark R. Stephens Board Chairman

Related forms requiring Board signature: Yes \boxtimes

Tracy JenningsDateSecretaryNo

AFFILIATION AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this 21st day of February 2024, by and between **ELMHURST MEMORIAL HOSPITAL**, an Illinois not for profit corporation ("the Facility") and Community College District 504, commonly known as Triton College ("the School").

WHEREAS, the School desires to utilize various Facility sites (<u>Exhibit A</u>) that may be available for the purpose of providing practical learning and clinical experiences as listed in <u>Exhibit</u> <u>B</u> in connection with students of the School.

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

A. SCHOOL RESPONSIBILITIES:

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

2. Insurance.

A. Student professional and general liability insurance.

(i) Other Colleges and Universities

School shall maintain professional liability insurance, which may be self-insured, covering students. Such policy shall have limits for professional liability insurance of not less than Two Million Dollars (\$2,000,000.00) per occurrence or claim and Five Million Dollars (\$5,000,000.00) in the aggregate; and general liability coverage of at least Two Million Dollars (\$2,000,000) per occurrence or claim and Five Million Dollars (\$5,000,000) per occurrence or claim and Five Million Dollars (\$5,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

(a) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(b) In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

B. **Student Health Insurance**. School shall require students participating in the practical learning and clinical educational experience to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

C. **Facility Insurance**. Facility shall maintain during this Agreement professional liability insurance in amounts not less than Two Million Dollars (\$2,000,000.00) per occurrence or claim and Five Million Dollars (\$5,000,000.00) in the aggregate, and general liability insurance in amounts not less than Two Million Dollars (\$2,000,000) per occurrence or claim and Five Million Dollars (\$5,000,000) in the aggregate. Further, Facility shall maintain workers compensation insurance in amounts not less than that required by statute. Facility may be self-insured. In the event required insurance coverage is not provided or is canceled, the School may terminate the placement of the student(s).

3. Designation of liaison to Facility; communications relating to clinical placements.

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

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

4. Evidence of student certifications, vaccinations, etc. As required by the facility, the School inform students of the requirement to provide evidence that each student has met all requirements, which may include, but are not limited to, CPR certification, proof of absence of TB, hepatitis B vaccination, Tdap vaccination, annual flu vaccination, COVID vaccination and OSHA compliance for prevention of transmission of blood borne pathogens and TB and general HIPAA training. Facility may update these requirements upon written notice to School prior to the onset of any clinical rotation. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.

5. **Criminal background check and drug screen compliance.** Where applicable, a criminal background check and a drug screen, as required by and acceptable to the Facility, are required of each placed student prior to participation in the practical learning and clinical educational experience. It is the School's responsibility to inform students of the requirement to ensure that the background check and drug screening have been completed and submitted to the Facility. Any students with unacceptable results will not participate at sites where students with such results are forbidden by Facility's policy.

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

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

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

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

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

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

(f) Obtain prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience, which shall not be unreasonably denied or withheld.

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

7. Accreditation. As required by Facility, School represents that it is and, for the term of this Agreement, will be (a) approved by the Illinois Board of Higher Education, or similar body for the state in which the School is located, and (b) accredited by an accrediting body that is recognized by Council for Higher Education Accreditation or the U.S. Department of Education. School will provide Facility with copies of all accreditations upon request. In the event accreditation is lost, suspended, or otherwise restricted, School shall notify Facility, in writing, within three (3) business days. Facility may, at its sole discretion, suspend or terminate this Agreement if School fails to maintain its accreditation.

B. FACILITY RESPONSIBILITIES:

1. **Provision of facilities for supervised clinical experiences.** Subject to the ability of Facility to accommodate School's request, which Facility shall determine in its sole reasonable discretion, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised practical learning and clinical educational experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures.

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

3. **Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned practical learning and clinical educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.

4. **Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for practical learning and clinical educational experience in case of accident or illness. In case of emergency at a non-hospital site, standard procedure

will be followed. It is the student's sole responsibility to bear the cost of the emergency treatment.

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

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

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

8. **Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the practical learning and clinical educational experience.

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

C. OTHER RESPONSIBILITIES:

1. **Compliance with patient privacy laws**. The School agrees to abide by and inform its faculty and students of the requirement to abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality Further, School shall require that students and faculty de-identify all documents created and/or utilized for educational purposes outside of Facility. This shall include, at a minimum, removal of patient name, date of birth, address, medical record number, insurance information, social security number and other personal information that could be used to identify a patient.

2. **Determination of instructional period.** The course of the practical learning and clinical educational experience will cover a period of time as arranged between the School and the

Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

3. **Determination of number of participating students.** The number of students eligible to participate in the practical learning and clinical educational experience will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of practical learning and clinical educational experiences at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the practical learning and clinical educational experience with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.

4. **Evaluation of students' clinical experiences.** Evaluation of the practical learning and clinical educational experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current practical learning and clinical educational experiences offered to students.

5. Removal of students.

(a) The School has the right to remove a student from a practical learning and clinical educational experience. The School shall notify the Facility of such removal in writing.

(b) The Facility may immediately remove any student participating in a practical learning and clinical educational experience from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School verbally within 24 hours and in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School before removing the student.

D. TERM OF AGREEMENT:

The term of this Agreement shall be in force for a period of one (1) year from January 24, 2024 to January 24, 2025. Thereafter, this Agreement shall be automatically renewed for additional one-year periods unless terminated by either party by giving at least ninety (90) days written notice to the other party prior to the expiration of the current term. In addition, this Agreement may be terminated at any time by either party by giving thirty (30) days prior written notice to the other party for substantial failure to comply with the breaching party's obligations under this Agreement. In the event that this Agreement is not renewed for a subsequent term or terminated without cause, students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

E. ADDITIONAL TERMS:

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

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

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.

- 2. **Qualifications of School faculty.** The School represents that relevant faculty members are appropriately qualified, certified and/or licensed. The School will provide the Facility with copies of evidence of qualifications, certifications or licensures, upon request.
- 3. **Qualifications of Facility staff.** The Facility represents that relevant staff members are appropriately qualified, certified and/or licensed. The Facility will provide the School with copies of evidence of qualifications, certifications or licensures, upon request.

4. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.

5. **Excluded Providers.** Each party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.

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

7. **Non-Discrimination**. The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement. Each party shall maintain a written sexual harassment policy incompliance with applicable law.

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

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

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

If to the Facility:

Elmhurst Memorial Hospital 155 E. Brush Hill Rd. Elmhurst, Illinois 60126 Attention: President

With a Copy to Facility Legal Counsel at:

Elmhurst Memorial Hospital 155 E. Brush Hill Rd. Elmhurst, Illinois 60126 Attention: General Counsel

If to the School:

Triton College 2000 5th Ave. River Grove, IL Attention: Dean, Health Careers & Public Service Programs

With a Copy to:

The School Legal Counsel at: Winner Law 2344 W. Melrose Chicago, Illinois 60618 or to such other addresses as the parties may specify in writing from time to time. 10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of law's provisions thereof.

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

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

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

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

15. **Authorized Agent.** 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.

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

Signatures on following page.

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

For and on behalf of:

ELMHURST MEMORIAL HOSPITAL

TRITON COLLEGE

By: _____

Printed Name: Dr. Kimberley Darey

Title: President Elmhurst Hospital

By:

Printed Name: Mark R. Stephens

Title: Board Chairman

Date: _____

EXHIBIT A

NAME/LOCATION OF FACILITY SITES

Elmhurst Memorial Hospital 155 E. Brush Hill Rd. Elmhurst, Illinois 60126

All addresses/facilities associated with Elmhurst Memorial Hospital

EXHIBIT B

NAMES OF PROGRAMS

Associate Degree Nursing

Certified Medical Assistant

Diagnostic Medical Sonography

Emergency Medical Technician

Nursing Assistant

Ophthalmic Technician

Radiologic Technology

Respiratory Care

Sterile Processing

Surgical Technology

Vascular Technology in Sonography

Meeting of <u>February 20, 2024</u> ACTION EXHIBIT NO. **16990**

SUBJECT: <u>AGREEMENT WITH UNIVERSITY OF ILLINOIS HOSPITAL AND</u> <u>HEALTH SCIENCES SYSTEM</u>

RECOMMENDATION: <u>That the Board of Trustees approve an Affiliation Agreement with</u> <u>University of Illinois Hospital and Health Sciences System. The term of this Agreement shall</u> <u>be for a period of one (1) year from February 21, 2024, to February 21, 2025. Thereafter, this</u> <u>Agreement shall be automatically renewed year to year for a period not to exceed 10 years unless</u> <u>terminated by either party by giving at least ninety (90) days written notice to the other party</u> <u>prior to the expiration of the current term. In the event that this Agreement is not renewed for a</u> <u>subsequent term or terminated without cause, students who are participating in the clinical</u> <u>educational experiences at the time of termination shall be allowed to complete such assignment</u> <u>under the terms and conditions herein set forth. There is no cost to the college for this</u> <u>Agreement.</u>

RATIONALE: <u>This Agreement will enable students in Triton College's Health Careers and</u> <u>Public Service programs to participate in clinical education experiences at the University of</u> <u>Illinois Hospital and Health Sciences System.</u>

Submitted to Board by:	Sarau te Campon
·	Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens Board Chairman Tracy Jennings Secretary Date

Related forms requiring Board signature: Yes ⊠ No □

Other Institution's Student(s) Placed at UIC

This Agreement ("Agreement") is entered into by and between the Board of Trustees of the University of Illinois, a public body corporate and politic of the State of Illinois with principal offices at Urbana, Illinois, for and on behalf of its University of Illinois Hospital and Health Sciences System, hereinafter referred to as "Facility" and Community College District 504, commonly known as Triton College, a Government entity - State with principal offices at 2000 Fifth Avenue, River Grove, IL 60174, hereinafter referred to as "School." Facility and School shall be collectively referred to herein as the "Parties" and individually as a "Party."

School seeks relevant, supervised experiences in practice settings for its students ("Students") who are in good academic standing as part of its ongoing instruction and preparation through classroom and laboratory experiences. Facility is able to provide a practice setting, supervised experience, and related educational facilities for these Students ("Placement").

1. Effective Date and Renewal

This Agreement shall become effective on 2/21/2024, or from the date of execution of this Agreement, whichever is later, and continue for one year, and shall automatically renew from year to year thereafter for a period not to exceed ten (10) years unless terminated by written notice by either Party.

2. Placement of Students

Prior to the beginning of each Student Placement, Facility and School shall agree upon the number of students to be placed at the Facility and the duration of each Placement, which agreement shall be memorialized in writing, signed by the authorized agents of the Parties, and attached hereto and made a part hereof as an exhibit. Should any situation arise which may threaten a Student's successful completion of the placement, Facility and School will attempt to discuss and reach mutual agreement with the Student regarding options for completing, rescheduling, or canceling the placement.

3. School Responsibilities

3.1. School shall provide the basic preparation of the Students through classroom instruction and practice and shall provide the educational direction for the Placement. School shall designate a faculty or staff member as a liaison to the Facility to provide consultation regarding Student Placements, supervision, and periodic review of Student progress toward meeting the School's educational objectives.

3.2. School shall take all reasonable steps to inform student(s) that they must adhere to the following requirements during the Placement:

- a. Student shall be informed of the obligation to adhere to all policies, procedures, and standards established by Facility, and shall do so under the specific instruction of supervisory staff of Facility. School or Facility may immediately remove any Student deemed to be clinically unsafe to patients, employees, or others. The Party who took the action to remove the Student shall notify the other Party of said action as soon as possible but in no event later than 48 hours after said removal. Facility reserves the right to prohibit the return of any such Students unless a corrective action plan satisfactory to Facility has been proposed and its compliance assured by the School. Facility further reserves the right to request removal of any Student whose conduct is contrary to Facility's standards of conduct as set forth in its policies and procedures.
- b. Student shall wear the uniform and identifying insignia of School at all times in Facility, unless otherwise instructed by the supervisor at Facility.

- c. Student shall be responsible for his or her own transportation and shall not be authorized to transport any client or patient of Facility by car or other vehicle.
- d. Student shall provide proof to Facility of health insurance coverage during the Placement and shall comply with all health and immunization requirements of Facility, which shall be provided to Students in advance of any Placement.
- e. Student shall be responsible for adhering to established schedules and notifying Facility and School of any absences or necessary schedule changes.
- f. Student shall obtain prior written approval of Facility and School before publishing any material relative to the Placement, which shall not be unreasonably denied.
- g. Student shall maintain confidentiality related to Facility's employees, patients, clients, customers, business operations, and/or trade secrets to the extent permitted or required by law.

4. Facility Responsibilities

4.1. Unless otherwise agreed by Facility and School, Facility shall assume responsibility for providing supervision of Student(s) and cooperate in providing systematic written review of the student performance in the Placement. However, School shall remain solely responsible for the assignment of all grades and academic credit. Facility and School shall mutually agree upon appropriate certifications or credentials and responsibilities of the supervisor. Facility shall provide meaningful and appropriate learning experiences to Student to achieve School's educational objectives for the placement. Facility shall provide access to records, appropriate space, and other Facility resources as may be required.

4.2. If available, immediate provision of emergency health care to Student(s) shall be assured in any instance of injury or illness at Facility. Expenses of such care shall be the sole responsibility of the Student.

4.3. A Student is not an employee of Facility under the terms of this Agreement and may not take the responsibility or place of qualified staff.

4.4. After demonstrating proficiency, Students may be permitted to undertake certain defined activities with appropriate supervision and direction. Students may be employed in the field outside regular educational hours, provided the work does not interfere with regular academic responsibilities; the work must be non-compulsory, paid, and subject to standard employee policies of Facility. Facility agrees, under these specific circumstances to insure Student(s) as they would any other employee of their Facility.

4.5. Facility agrees to comply with all applicable laws, regulations, rulings, or enactments of any governmental authority. Facility shall obtain (at its own expense) from third parties, including state and local governments, all applicable licenses, permissions, and accreditations necessary to maintain its operation.

5. Insurance

5.1. By action of the Board of Trustees of the University of Illinois on August 1, 1976, a liability self-insurance plan was established, most recently amended with an effective date of July 1, 2023. The Program and Plan documents are available on request. Under the terms of said Plan, Facility employees, who at the time of an occurrence are acting within the scope of duties assigned to them pursuant to this Agreement, are named insureds under the Plan. The limits of liability under the terms of the Plan are \$1,000,000 per claim or occurrence and \$3,000,000 aggregate. While the Program and Plan are in effect as to the date hereof, nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or part, the Program or the Plan; however, Facility agrees to publish at least thirty (30) days in advance a public notice in the event Program or Plan is canceled in whole or in part. Nothing herein should be construed to imply that Students are covered by Facility's liability insurance. Facility shall furnish

School with a certificate of insurance or other written document reasonably satisfactory to the School as evidence of its insurance coverage in full force and effect prior to the onset of student placement.

5.2 School agrees to maintain professional and general liability insurance, or self-insurance, in the minimum amounts of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its Students, employees, agents, and servants with an insurance carrier acceptable to the Facility. School shall furnish Facility with a certificate of insurance or other written document reasonably satisfactory to the Facility as evidence of its insurance coverage in full force and effect. School shall send evidence of insurance coverage to Facility at the address shown in Article 8 prior to the beginning of the student placement.

6. Liability

Neither Party to this Agreement, or its trustees, officers, agents, employees, or students shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one Party to the other or to a third Party. Each Party to this Agreement agrees to indemnify the other to the maximum extent permitted by law for any acts or omissions arising from or related to the actions, or non-actions of such Party. Facility's obligation to indemnify School shall be subject to the following limitations in substance and amount: (a) Facility's statutory and self-insurance plan limits, terms and conditions; (b) laws intended to limit the exposure and liability of Facility as an instrumentality of the State of Illinois (e.g. State Lawsuit Immunity Act [745 ILCS 5]; U.S. Constitution Amendment XI; and Illinois Court of Claims Act [705 ILCS 505]; and (c) the assertion of contributory negligence, fault of claimant and all other defenses. In no event shall Facility's liability to indemnify exceed what might have been its liability to a claimant if sued directly by the claimant and all appropriate defenses had been raised by Facility. Notwithstanding anything to the contrary contained in this Agreement, Facility shall not be deemed to have waived its sovereign immunity under the laws and Constitution of the State of Illinois for any purpose whatsoever; and Facility expressly reserves all rights and defenses afforded and available to it as a public body, corporate and politic of the State of Illinois.

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.

7. Termination

7.1. Either Party shall provide written notice to the other of its intent not to renew this Agreement ninety (90) days prior to the expiration of the current term.

7.2. Either Party may terminate this Agreement for any reason upon ninety (90) days written notice to the other.

7.3. Either Party may terminate this Agreement for breach, including but not limited to failure to meet insurance requirements, failure to provide a supervisor with appropriate credentials, or failure to maintain licensure or certification, if applicable. Notice to the other Party of breach must be in writing pursuant to the provisions of Paragraph 8. If the breach is not remedied within thirty (30) days, the Agreement may be terminated by giving ten (10) days written notice to the breaching Party.

7.4. Notwithstanding the foregoing paragraphs, Student(s) placed at Facility at the time notice of termination or non-renewal is given shall be allowed to complete the current placement unless Paragraph 3.2 (a) above has been invoked by Facility.

8. Notices

All notices required herein shall be in writing and shall be sent via registered or certified mail return receipt requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the Party at the address set forth below.

Notices to the Facility shall be sent to:

	1740 W. Taylor Street Suite 2613
	Chicago, Illinois 60612
	Telephone:E-Mail:E-Mail:
	Attn:
cices	to the School shall be sent to: Community College District 504, commonly known as Triton College,
ices	Community College District 504, commonly known as Triton College, 2000 Fifth Avenue
tices	Community College District 504, commonly known as Triton College,
tices	Community College District 504, commonly known as Triton College, 2000 Fifth Avenue
tices	Community College District 504, commonly known as Triton College, 2000 Fifth Avenue
tices	Community College District 504, commonly known as Triton College, 2000 Fifth Avenue

Attn: Dean of Health Careers and Public Service Programs

9. General Provisions

9.1. School and Facility agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. School and Facility shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, disability, unfavorable discharge from the military, status as a disabled veteran or a veteran of the Vietnam era, or any other factor as may be protected by law.

Each Party certifies that it maintains a written sexual harassment policy and a Drug Free Workplace in compliance applicable law.

9.2. Neither Party shall use the name of the other in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of the other, but with the exception of listings of facilities as may be required by School's accrediting agencies.

9.3. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois. Both Parties agree that jurisdiction and venue for the formal resolution of any disputes relating to this Agreement shall lie exclusively in the Illinois Court of Claims for claims against Facility and in the Circuit Court of Cook County, Illinois, for claims against School.

9.4. Information provided by either Party to the other shall be treated as confidential.

9.5. School and Facility acknowledge that certain information about School's students is contained in records maintained by School and/or Facility and that this information may be confidential by reason of the Family and Educational Rights and Privacy Act (FERPA) of 1974 (20 U.S. C. 1232g). Both Parties agree to protect these records in accordance with FERPA. To the extent permitted by law, nothing contained herein shall be construed as precluding either Party from releasing such information to the other so that each can perform its respective responsibilities.

9.6 For the limited purposes of the Health Insurance Portability and Accountability Act (HIPAA), School and Facility acknowledge that Students are part of Facility's "work force", as defined in the HIPAA Privacy Regulations at 45 C.F.R. 160.103, and as such, no Business Associate agreement is required between the School and Facility. Facility will provide the necessary HIPAA training to Students and Students will be expected to comply with HIPAA and any other confidentiality requirements of Facility.

9.7. Nothing in this Agreement is intended to or shall create any rights or remedies in any third Party.

9.8. The relationship of each Party to the other under this Agreement shall be that of independent contractor. While engaged in educational activities related to the placement, Student(s) shall not be considered an agent or employee of the Facility. Employees of Facility shall not be considered employees of School and shall not accrue any rights or benefits, including accrual of tenure.

9.9. School affirms that, to the best of its knowledge, there exists no actual or potential conflict between the School's business, or financial interests and its obligations under this Agreement; and, in the event of change in either its private interests or obligations under this Agreement, School will raise with Facility any questions regarding possible conflict of interest which may arise as a result of such change.

9.10. The failure of either Party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either Party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

9.11. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. All commitments by Facility under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon Facility.

9.12. In the event of any litigation arising in connection with this Agreement, School and Facility agree to cooperate in risk management, prevention, claims investigation, and litigation under the direct control and supervision of their respective legal counsel.

9.13. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld if the assignment is in the context of a merger between a Party and an affiliated entity of such Party provided, however, that the obligations of such Party under this Agreement shall not be extinguished or otherwise affected by any such assignment.

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

9.15. This Agreement, attachments, and incorporated references shall constitute the entire Agreement between the Parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement. No modification, extension, or waiver of this Agreement or any provision thereof shall be binding upon either Facility or School unless reduced to writing and duly executed by the authorized agents of both Parties.

SIGNATURE PAGE FOLLOWS

Approval and Effective Date

This Agreement shall not be binding until signed by the authorized agents of all Parties. The persons signing this Agreement represent that they have authority to bind their respective Parties, in their official capacities only.

Board of Trustees of the University of Illinois Community College District 504, commonly known as Triton College

By: Paul N. Ellinger, Comptroller	Signed
	Mark R. Stephens
Date	Type or Print Name
	Board Chairman
	Title
	Date

Meeting of February 20, 2024

ACTION EXHIBIT NO. 16991

SUBJECT: <u>AGREEMENT WITH NORTHSHORE UNIVERSITY HEALTH SYSTEM</u> <u>FOR RADIOLOGIC TECHNOLOGY</u>

RECOMMENDATION: <u>That the Board of Trustees approve a Program Memorandum with</u> Northshore University Health System. The term of this Agreement shall be from January 26, 2024 to January 25, 2026. This Program Memorandum, which covers the Radiologic Technology Program, is part of the latest Master Affiliation Agreement between Triton and Northshore University HealthSystem. This Program Memorandum may be terminated at any time by either party upon thirty (30) days advanced written notice. Termination of this Program Memorandum shall not automatically terminate or otherwise effect this Master Affiliation Agreement. Any student performing pursuant to the Master Affiliation Agreement and this Program Memorandum shall be permitted to complete the educational experience in which they are already performing under the terms and conditions stated in the Program Memorandum and the Master Affiliation Agreement. There is no cost to the college for this agreement.

RATIONALE: <u>This Agreement will enable students in Triton College's Radiologic</u> <u>Technology Program to participate in clinical education experiences at Northshore University</u> Health System.

Submitted to Board by:	Dr. Susan Campos, Vic	e President of Academic	c Affairs		
Board Officers' Signatur	es Required:				
Mark R. StephensTracy JenningsDateBoard ChairmanSecretary					
Related forms requiring Be	oard signature: Yes 🛛	No 🗆			

PROGRAM MEMORANDUM

COMMUNITY COLLEGE DISTRICT 504 ("School")

and

NORTHSHORE UNIVERSITY HEALTHSYSTEM ("Hospital")

This Program Memorandum is entered into this <u>26th</u> day of <u>January 2024</u> between: COMMUNITY COLLEGE DISTRICT 504, commonly known as Triton College ("SCHOOL") and NORTHSHORE UNIVERSITY HEALTHSYSTEM, including its wholly owned subsidiaries, ("HOSPITAL").

This Program Memorandum, which covers the *Radiology program*, is made a part of the latest Master Affiliation Agreement between SCHOOL and HOSPITAL. The contract is extended to cover the following for a two-year period: **January 26, 2024 – January 25, 2026**

PROGRAM IN RADIOLOGY

- 1. HOSPITAL agrees to participate as a fieldwork site to enable students to obtain practical training and experience in *Radiology*, and to maintain current certification by the Joint Commission on Accreditation of Hospitals.
- 2. SCHOOL and HOSPITAL will each designate a faculty member to coordinate and act as liaison person for the Program in *Radiology*. Any change in the designated faculty member shall be memorialized in writing and sent to the other party prior to the implementation of the change.
- 3. At least one semester prior to the field assignment, the determination of the number of students shall be a joint decision between SCHOOL and HOSPITAL based on staff and space available, and eligible students enrolled in the program. Such determination shall be memorialized in writing.
- 4. Students will be supervised in all aspects of their fieldwork experience by a designated member of the NorthShore operating room staff. HOSPITAL shall maintain sole responsibility for all patient care and diagnosis.
- 5. The SCHOOL assumes all responsibility for individual assignments, and reviewing, evaluating and grading student performance. The award of all grades and credit shall remain, at all times, the sole discretion of the SCHOOL.
- 6. The clinical experiences offered to students in the program in *Radiology* will be evaluated on a regular basis by the SCHOOL and HOSPITAL.

7. All terms not specifically set forth in this Program Memorandum shall be governed by the terms and conditions of the Master Affiliation Agreement.

This Program Memorandum will be executed biennially basis to signify continuing agreement with the educational value of the fieldwork program.

TRITON COLLEGE

NORTHSHORE UNIVERSITY HEALTHSYSTEM

Mark R. Stephens Board Chairman Michael Skonieczny Director, Radiology Services

Date

Date

Meeting of <u>February 20, 2024</u> ACTION EXHIBIT NO. 16992

SUBJECT: <u>AGREEMENT WITH NORTHSHORE UNIVERSITY HEALTH SYSTEM</u> <u>FOR SURGICAL TECHNOLOGY</u>

RECOMMENDATION: That the Board of Trustees approve a Program Memorandum with Northshore University Health System. The term of this Agreement shall be from January 26, 2024 to January 25, 2026. This Program Memorandum, which covers the Surgical Technology Program, is part of the latest Master Affiliation Agreement between Triton and Northshore University Health System. This Program Memorandum may be terminated at any time by either party upon thirty (30) days advanced written notice. Termination of this Program Memorandum shall not automatically terminate or otherwise effect this Master Affiliation Agreement. Any student performing pursuant to the Master Affiliation Agreement and this Program Memorandum shall be permitted to complete the educational experience in which they are already performing under the terms and conditions stated in the Program Memorandum and the Master Affiliation Agreement. There is no cost to the college for this Agreement.

RATIONALE: <u>This Agreement will enable students in Triton College's Surgical Technology</u> <u>Program to participate in clinical education experiences at Northshore University Health</u> <u>System.</u>

Submitted to Board by: Dr. Susan Campos, Vic	e President of Academi	c Affairs		
Board Officers' Signatures Required:				
Mark R. StephensTracy JenningsDateBoard ChairmanSecretary				
Related forms requiring Board signature: Yes	No 🗆			

PROGRAM MEMORANDUM

This Program Memorandum is entered into this 26th day of January 2024 between: COMMUNITY COLLEGE DISTRICT 504, commonly known as Triton College ("SCHOOL") and Endeavor Health, including its wholly owned subsidiaries, ("HOSPITAL").

This Program Memorandum, which covers the **Surgical Technology** at NorthShore Legacy ("SITE"), is made a part of the latest Master Affiliation Agreement between SCHOOL and HOSPITAL. The contract is extended to cover the following for a two-year period: **January 26, 2024 – January 25, 2026**.

- 1. SITE agrees to participate as a fieldwork site to enable students to obtain practical training and experience in **Surgical Technology**, and to provide the equipment, facilities and supplies which are necessary to achieve the educational objectives of the program.
- 2. SCHOOL and SITE will each designate a faculty member to coordinate and act as liaison person. Individual assignments to be undertaken by participating students will be mutually arranged, and a continuous exchange of information will be maintained by onsite visits when practical and by letter or telephone in other instances.
- 3. At least one semester prior to the field assignment, the determination of the number of students shall be a joint decision between SCHOOL and SITE based on staff and space available, and eligible students enrolled in the program.
- 4. While in SITE, students will have the status of trainees and are not to render patient care and/or services except as identified for educational value. Any such direct contact between a student and a patient shall be only when a supervisor is available for consultation.
- 5. The fieldwork educational program will provide the **Surgical technology** student with the opportunity to develop increased knowledge and skill in:
 - Patient assessment, program planning and treatment including discharge planning and referral to appropriate resources.
 - Communicating patient progress and treatment results to increase professional skills.
- 6. Regular communication will be jointly maintained for the purpose of reviewing and evaluating individual student performance. Students shall be evaluated using The School's Field Evaluation guidelines.

- 7. The clinical experiences offered to students in the program in **Surgical Technology** will be evaluated on a regular basis by the SCHOOL and SITE. This Program Memorandum will be executed every two years to signify continuing agreement with the educational value of the fieldwork program.
- 8. SITE shall make all orientation, online learning, and all SITE policies and procedures available to student on its Intranet page which is accessible only when on-site at SITE.
- 9. This Program Memorandum may be terminated at any time by either party upon thirty (30) days' advanced written notice. Termination of this Program memorandum shall not automatically terminate or otherwise effect this Master Affiliation Agreement. Any Student performing pursuant to the Master Affiliation Agreement and this Program Memorandum at the time of the termination of this Program Memorandum shall be permitted to complete the education experience in which they are already performing.
- 10. Any notice or communication required by this Agreement shall be in writing and shall be given and deemed to have been given if (a) hand delivered; or (b) sent via overnight delivery; or (c) sent via facsimile; or (d) sent via electronic mail addressed as follows:

Notice to SCHOOL shall be sent to:

Notice to HOSPITAL shall be sent to:

Mary C. Meyer, MS RN, NPD-BC Manager Professional Nursing Practice and (Nursing) Academic Affairs NorthShore University Health System 2100 Pfingsten Road; Office B003

Signatures appear on the following page

Triton College

Endeavor Health

Mark R. Stephens

Name, Credentials

Date

Title Board Chairman

Name, Credentials Title

Date

3

Meeting of February 20, 2024

ACTION EXHIBIT NO. 16993

SUBJECT: PRE-EMPLOYMENT WELDING BOOT CAMP – WEST40

RECOMMENDATION: <u>That the Board of Trustees approve an Agreement with West40 to</u> offer a Pre-Employment Welding Boot Camp for up to three (3) students. The 60-hour camp will be offered from 10:30 AM – 4:30 PM, over a course of 10 weeks, beginning February 23 and ending May 10. West40 will provide recruitment of students. Triton will provide instruction, classroom/lab space, materials/supplies, and daily lunch. This initiative is intended to provide students with an introduction to welding and fabrication, as well as access to potential employers. Through this partnership, Triton will gain exposure in the community by educating young adults on careers in manufacturing and by connecting employers with future workforce. The expenditures, totaling under \$2,200, will be covered through the Trades School Grant.</u>

RATIONALE: <u>Triton College has developed a partnership with West40. Providing soon-to-</u> be high school graduates with the opportunity to participate in a pre-employment welding boot camp offers them exposure to a college campus, potential career opportunities, and access to <u>state-of-the-art labs</u>. This serves the local communities by promoting postsecondary education, exposing soon-to-be high school graduates to potential career pathways, and connecting industries to potential employees.

Submitted to Board by:	Jasapa la Campon
·	Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens Board Chairman Tracy Jennings Secretary Date

Related forms requiring Board signature: Yes \boxtimes No \square

Community College District 504, commonly known as TRITON COLLEGE

and WEST40

Welding Boot Camp Partner Agreement

This partnership is for the sole and limited purpose of providing pre-employment training for the welding and fabrication field to individuals referred through West40 (hereinafter "Educational Partner") through participation and enrollment in Triton College's Welding Boot Camp program. There shall be no cost, fee, or remuneration associated with this Agreement.

The 2024 Spring Welding Boot Camp will meet on the Triton College campus from 10:30 am – 4:30pm on the following dates: February 23, March 1, March 15, April 12, April 18, April 19, April 26, May 3, May 9, and May 10.

Triton and Educational Partner shall each maintain in force for the duration of this Agreement comprehensive liability insurance with limits of \$2/\$5 million, which names the other party as an additional insured. A Certificate of Insurance shall be provided to each party prior to the onset of any participation by Educational Partner's students. Each party agrees to hold harmless and indemnify the other, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the party, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of the other party, its officers, agents or employees, under this Agreement. Either party may terminate this Agreement by providing written notice signed by the authorized agent of the Party. Following a notice of termination, no additional students shall be enrolled in any programming. In the event of termination, every effort shall be made to allow participating students to complete their work assignment, during which the terms and conditions of this Agreement shall apply.

Educational Partner shall:

- Provide a maximum of 3 students to participate in Triton's Welding Boot Camp program beginning on Friday, February 23, 2024, and ending on Friday, May 10, 2024.
- Provide Triton College with specific student record information needed for enrollment into the program.
- Provide transportation for students not utilizing personal vehicles or public transportation vouchers.
- Provide students with additional career coaching and guidance.
- Provide additional mentorship, guidance, and counseling to students outside of class to aid in program retention efforts.
- Designate a qualified person to serve as a program liaison needed to provide and receive student updates, provide notification of any needed accommodations, and coordinate the evaluation of student performance with Triton personnel.

- Notify Triton personnel should a problem arise with a student outside of class that could impact in-classroom performance and success.
- 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.

Triton shall:

- Assume responsibility for any necessary approval by the Illinois Community College Board.
- Maintain responsibility for instruction and student grading.
- Advise students of the requirement to observe policies, procedures, and other regulations imposed by Triton College.
- Provide students with steel-toed shoes (for students to keep) and Personal Protective Equipment (loaned to students during the program).
- Provide students with lunch vouchers in the amount of \$10.00 per class period for use on Triton College's campus only.
- Provide students with public transportation vouchers in the amount of one ride to, and one ride from class, each class period.
- Provide a safe learning environment with the necessary supervision, training, precautionary safety instruction.
- Prevent the sharing or release of student records and information to any third party and to destroy such information at the request of the Educational Partner or maintain such records in a manner consistent with the law.
- Provide students with formal and informal feedback throughout the program and complete any particular evaluation forms requested by Educational Partner that are pedagogically appropriate to the Welding Boot Camp program.
- Promptly contact Educational Partner in the event issues or concerns arise concerning the progress or performance of a student, including, but not limited to tardiness, unscheduled absences, or inappropriate behavior conducted on campus.
- Retain the right to request the immediate removal of any student whose conduct violates the rules, policies and procedures of Triton College and/or the Educational Partner.
- 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.
- Certify that it is an equal opportunity employer, maintaining a sexual harassment and Drug Free Workplace policy.

Mutual Agreements:

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

- This Agreement is executed by an authorized representative of each party in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois regardless of any conflict of laws provision. All disputes arising out of this Agreement, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois.

FOR EDUCATIONAL PARTNER:	FOR TRITON COLLEGE , in an official capacity only:		
NAME, TITLE	Mark R. Stephens, Board Chairman		
NAME, TITLE	Tracy Jennings, Secretary		
DATE	DATE		

Meeting of <u>February 2</u>0, 2024

ACTION EXHIBIT NO. 16994

SUBJECT: PRE-EMPLOYMENT WELDING BOOT CAMP – SPEER ACADEMY

RECOMMENDATION: <u>That the Board of Trustees approve an Agreement with the ITW</u> David Speer Academy to offer a Pre-Employment Welding Boot Camp for up to twelve (12) students. The 60-hour camp will be offered from 10:30 AM – 4:30 PM, over a course of 10 weeks, beginning February 23 and ending May 10. Speer Academy will provide recruitment of students. Triton will provide instruction, classroom/lab space, materials/supplies, and daily lunch. This initiative is intended to provide students with an introduction to welding and fabrication, as well as access to potential employers. Through this partnership, Triton will gain exposure in the community by educating young adults on careers in manufacturing and by connecting employers with future workforce. The expenditures, totaling under \$8,400, will be covered through the Trades School Grant.</u>

RATIONALE: <u>Triton College has developed a partnership with the Speer Academy.</u> Providing soon-to-be high school graduates with the opportunity to participate in a preemployment welding boot camp offers them exposure to a college campus, potential career opportunities, and access to state-of-the-art labs. This serves the local communities by promoting postsecondary education, exposing soon-to-be high school graduates to potential career pathways, and connecting industries to potential employees.

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

Board Officers' Signatures Required:

Mark R. Stephens Board Chairman Tracy Jennings Secretary Date

Related forms requiring Board signature: Yes \square No \square

Community College District 504, commonly known as TRITON COLLEGE

and ITW DAVID SPEER ACADEMY

Welding Boot Camp Partner Agreement

This partnership is for the sole and limited purpose of providing pre-employment training for the welding and fabrication field to individuals referred through ITW David Speer Academy (hereinafter "Educational Partner") through participation and enrollment in Triton College's Welding Boot Camp program. There shall be no cost, fee, or remuneration associated with this Agreement.

The 2024 Spring Welding Boot Camp will meet on the Triton College campus from 10:30 am – 4:30pm on the following dates: February 23, March 1, March 15, April 12, April 18, April 19, April 26, May 3, May 9, and May 10.

Triton and Educational Partner shall each maintain in force for the duration of this Agreement comprehensive liability insurance with limits of \$2/\$5 million, which names the other party as an additional insured. A Certificate of Insurance shall be provided to each party prior to the onset of any participation by Educational Partner's students. Each party agrees to hold harmless and indemnify the other, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the party, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of the other party, its officers, agents or employees, under this Agreement. Either party may terminate this Agreement by providing written notice signed by the authorized agent of the Party. Following a notice of termination, no additional students shall be enrolled in any programming. In the event of termination, every effort shall be made to allow participating students to complete their work assignment, during which the terms and conditions of this Agreement shall apply.

Educational Partner shall:

- Provide a maximum of 12 students to participate in Triton's Welding Boot Camp program beginning on Friday, February 23, 2024, and ending on Friday, May 10, 2024.
- Provide Triton College with specific student record information needed for enrollment into the program.
- Provide transportation for students not utilizing personal vehicles or public transportation vouchers.
- Provide students with additional career coaching and guidance.
- Provide additional mentorship, guidance, and counseling to students outside of class to aid in program retention efforts.
- Designate a qualified person to serve as a program liaison needed to provide and receive student updates, provide notification of any needed accommodations, and coordinate the evaluation of student performance with Triton personnel.

- Notify Triton personnel should a problem arise with a student outside of class that could impact in-classroom performance and success.
- 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.

Triton shall:

- Assume responsibility for any necessary approval by the Illinois Community College Board.
- Maintain responsibility for instruction and student grading.
- Advise students of the requirement to observe policies, procedures, and other regulations imposed by Triton College.
- Provide students with steel-toed shoes (for students to keep) and Personal Protective Equipment (loaned to students during the program).
- Provide students with lunch vouchers in the amount of \$10.00 per class period for use on Triton College's campus only.
- Provide students with public transportation vouchers in the amount of one ride to, and one ride from class, each class period.
- Provide a safe learning environment with the necessary supervision, training, precautionary safety instruction.
- Prevent the sharing or release of student records and information to any third party and to destroy such information at the request of the Educational Partner or maintain such records in a manner consistent with the law.
- Provide students with formal and informal feedback throughout the program and complete any particular evaluation forms requested by Educational Partner that are pedagogically appropriate to the Welding Boot Camp program.
- Promptly contact Educational Partner in the event issues or concerns arise concerning the progress or performance of a student, including, but not limited to tardiness, unscheduled absences, or inappropriate behavior conducted on campus.
- Retain the right to request the immediate removal of any student whose conduct violates the rules, policies and procedures of Triton College and/or the Educational Partner.
- 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.
- Certify that it is an equal opportunity employer, maintaining a sexual harassment and Drug Free Workplace policy.

Mutual Agreements:

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

- This Agreement is executed by an authorized representative of each party in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois regardless of any conflict of laws provision. All disputes arising out of this Agreement, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois.

FOR EDUCATIONAL PARTNER:	FOR TRITON COLLEGE , in an official capacity only:		
NAME, TITLE	Mark R. Stephens, Board Chairman		
NAME, TITLE	Tracy Jennings, Secretary		
DATE	DATE		

 Meeting of
 February 20, 2024

 ACTION EXHIBIT NO.
 16995

SUBJECT: FACILITY USAGE FEE REDUCTION: PACE SUBURBAN BUS

RECOMMENDATION: <u>That the Board of Trustees approve a facility usage Agreement with</u> <u>Pace Suburban Bus to utilize Triton College classrooms to provide Commercial Driver's License</u> <u>Instruction. Pace will utilize classroom A122A 8 hours per day on 8 dates between</u> <u>3/5/24-3/29/24. The total cost for this facility usage is \$12,800. Triton will waive half of the</u> <u>scheduled rate for dates following Board Approval. Pace will pay the College a total of \$6,400.</u> The total value of the facility fee waiver is estimated at \$6,400.

RATIONALE: <u>The Board of Trustees previously approved an Agreement with Pace Suburban</u> bus to offer four 50-hour Commercial Driver's License Permit Training courses at Triton <u>College each academic year through Triton's School of Continuing Education</u>. With a large influx of people interested in obtaining the CDL Class B Driving Permit, Pace has reached back <u>out to the college to provide additional space to accommodate the large number of students</u> <u>interested in becoming professional Pace drivers.</u>

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

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Board Officers' Signatures Required:

Mark R. Stephens	Tracy Jennings	
Board Chairman	Secretary	
Related forms requiring Board signature: Yes □	No 🗵	

TRITON COLLEGE COMMUNITY COLLEGE DISTRICT NO. 504 APPLICATION FOR RENTAL OF SCHOOL FACILITIES

Name of Organization Pace Bus	Today's Date: 129124
Contact Shari Pappas Mobile No. 84	7-917-2756 Other 630-801-3016
(No PO Boxes	·
Email Address Shari pappas@ Pacebus, Co) Category of Renter *Refer to Category of Renter Below
*Category of Renter A. In-District Not-For-Profit Youth B. In-District Not-For-Profit E. Out-of-District For Profit Entities Rental Facility Desired	C. In-District For ProfitEntities D. Out-of-District Not-For-Profit
Provide attachment if necessary listing all facilities and times, and c March 5-8th 20 Rental Date(s) and Hours of Use March 210-29th	documentation of not for profit status, if applicable 124 June: 7'00-12:00 & 12:30-3:00 2024 J
Gates Open: Gates L Type of ActivityCPC+U/CP	Number of Attendees
Equipment Required Schen and	PC

By submitting this request, the applicant states that, for and on behalf of the named organization, that they have read, understood and agree to comply with all rules and regulations of renting Triton Community College District No. 504 facilities listed on the following pages. Applicant agrees to provide all required certifications and documentation in the timeframes indicated. Failure to timely provide all required certifications and documentation in the timeframes indicated. Failure to timely provide all required certifications, documentation and payment for fees will result in immediate cancellation of this rental request. Further, the Applicant certifies that they are the legal sponsor or representative of the organization requesting use of the facilities and accept all responsibilities as set forth herein.

The Applicant hereby agrees, individually and on behalf of said organization, to indemnify and forever hold harmless Triton Community College District No. 504, its officers, directors, trustees, agents and employees, individually and collectively, from any claims, costs, or causes of action, which might arise from, during the use of, or in any way related to any use Triton Community College District No. 504 property, including but not limited to, all legal fees and costs.

Signature of Rental Applicant

1/29/24

Initials

Required signature on this document certifies that Rental Applicant has read, understands and agrees, individually and in an official capacity, to comply with Triton Community College District No. 504 – Terms and Conditions of Rental.

Please allow at least four (4) weeks for processing your request. In response to your application, you will receive an email response to the address provided above. If your application is accepted, this email will include a fee estimate and the amount of deposit due with payment due dates. If your application is rejected, you may reapply at any time by resubmitting the entire application as though it was a new application.

Thank you for your interest in renting Triton College facilities.

COMMUNITY COLLEGE DISTRICT 504 RENTAL OF SCHOOL FACILITIES Terms and Conditions of Rental

- 1. All rental applications must be submitted'to Triton College for processing and approval at least thirty (30) calendar days prior to the proposed usage date. No rental agreements or other contracts for Triton facilities use may be approved without completing the Application process and or by receiving approval of the individual facility manager.
- 2. Use of facilities for Triton College have first priority. Requests from organizations with whom the District has an intergovernmental Agreement or other priority use agreement on file in the Business Office will be filled next. All othe requests for facilities from other organizations will be filled on a first-come, first-served basis.
- 3. At least thirty (30) calendar days prior to the event, the Signed Contract for Rental of School Facilities, certificate of insurance, and required deposit must be on file with the Triton College Business Office. For first time renters, 100% deposit is required. For returning renters, the deposit shall be 50% of the total estimated rental cost. In its sole discretion, Triton College may require 100% deposit from any returning renter.
- 4. If the total estimated rental cost is less than or equal to \$500, the full amount is due ten (10) calendar days prior to the event date.
- 5. Contracts will not be approved until the Triton College calendar/schedule is finalized and published. Triton College schedule always takes priority.
- 6. Facility usage is not guaranteed until Triton College provides an official letter of confirmation signed by the Triton official.
- 7. All cancellations must be in writing and received by Triton College at least thirty (30) calendar days prior to the event. Cancellations received less than thirty (30) calendar days prior to the event will result in a forfeiture of all fees.
- 8. The Triton College Associate Vice President of Facilities may, in his sole reasonable discretion, cancel any rental or facility use, with no time restriction prior to the event starting or at any time during theevent.
- 9. All additional charges must be paid within thirty (30) calendar days following therental.
- 10. Organizations with any outstanding fees may not rent additional facilities until all past due amounts are paid.
- 11. Triton College retains the sole discretion to bill for additional staff services for any event following rental completion.
- 12. Triton College shall open and close the facility for renters. No renters or attendees will be given keys or other access credentials for any facility. Triton staff shall be assigned to the building for the duration of the rental period, beginning at least one half-hour prior to the start of the scheduled rental and as necessary after the completion of the rental. All hours charged, including extra time outside the scheduled time of the rental, will be charged to therenter.
- 13. There will be a two-hour minimum charge on all facilities rented, unless attendance expected is greater than 500. If attendance is over 500, the rental charge is increased based on rental category.
- 14. Triton may, In its sole discretion, require additional adult supervision, chaperones, police or fire personnel. All resulting additional expenses shall be invoiced to the renter.
- 15. Renters may only use the specific area(s) rented at the designated times. Triton shall charge additional fees if the renter utilizes additional areas or additional time.
- 16. Subletting is prohibited.
- 17. All renters must provide proof of insurance at least ten (10) calendar days prior to the rental date. The minimum insurance provided must meet the following specifications:
 - a. Commercial general liability coverage utilizing an insurance Service's Office Occurrence Coverage form CG00010196, or its equivalent, including broad form contractual liability with the limits as follows:
 - i. Each occurrence \$2,000,000
 - ii. General Aggregate \$5,000,000
 - ill. Personal & Adv InJury \$2,000,000
 - iv. Damage Liability \$50,000
 - v. Workers Compensation, Including a waiver of subrogation.
 - vi. An additional insured endorsement CG2026, or similar, in favor of Community College District 504 must be included.

Initials <u>SP</u> Date 129/24

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- b. All insurers must be licensed in the State of Illinois and carry a Best's rating of A- or better, and a financial siz rating of V or better.
- c. A certificate of insurance referencing the Contract for Rental of School Facilities as an insured contract, an specifically identifying District 504 as an additional insured using CG2026 or similar endorsement, together wit a certified copy of the CG2026 or similar endorsement, must be presented prior to being permitted onto an Community College District 504 premises.
- d. The name of the insurance certificate holder must match the name of the renter on the rental application. If the names do not match, the rental application will not be approved or the rental shall be cancelled. If all insurance certificates are not received in the Business Office ten (10) calendar days prior to the start of the rental, the rental shall be cancelled.
- 18. Renters are responsible and liable for any damage to any Triton College property occurring as a result of the rental.
- 19. Renters are solely responsible and liable for any illness or disease arising from or related to, or alleged to be related to or arising from, use of or presence at Triton College by any individuals related to the Renters organization. Renter is responsible for obtaining executed releases and indemnification and providing copies of such documents to Triton College ten (10) calendar days prior to the scheduled use. The failure to obtain the necessary releases and indemnification of the rental. Execution of such releases shall not relieve Renter of any liability that may be assessed to Triton College related to the rental.
- 20. Renters shall not attach any item to District property or make any modification to any structure, grounds or equipment:
- 21. Renters may request, at least five (5) calendar days in advance of rental, limited movement of equipment. Equipmen shall not be moved without Triton College authorization. Triton College shall complete all pre-approved equipment moves and shall bill the Renter for all time involved in setting-up and resetting a space. Renters may not bring in any heavy equipment and/or items on Triton College property that may damage floors, wall, grounds, ceilings or any building system. All furnishings must be returned to their original positions at the conclusion of the event.
- 22. Triton College may, in its sole discretion, restrict and remove specific areas of the Campus from the rental program.
- 23. Triton College may, in its sole discretion, restrict ingress, use of space, and egress from an event to specific areas of t Campus and require use of specific pathways of travel.
- 24. Triton College reserves the right to require references from first-time renters.
- 25. Renters must supply ample adult (21 year or older) supervision for rentals involving minors, at a rate of at least on adult for every 15 minors. Adult supervisors are solely responsible for maintaining order and control of all attendees.
- 26. All concession and food services must be obtained from Triton College food services. Vending machines shall not b turned off or otherwise rendered inoperable for any rental.
- 27. For-profit renters must clearly state in all promotional materials and post conspicuously in rental space the followin statement, "Community College District 504 is not sponsoring, supporting or endorsing this event. Community College District 504 is not assumes no liability for this event, or any events arising from or related to the event."

RESTRICTIONS

- 28. Renters must comply with fire codes, life safety codes, and all other applicable local, State and Federallaws.
- 29. No alcohol, narcotics, Illegal drugs, tobacco products, weapons or firearms are allowed on Triton College property.
- 30. No violence, fighting or profanity of any sort is permitted.
- 31. No smoking or other tobacco use is allowed on Triton College property.
- 32. No outside food or drink shall be sold or consumed on Triton College property.
- 33. No balloons are permitted on any Triton College property.
- 34. No tipping of Triton College staff is permitted.
- 35. Rental events shall not be political in nature, subversive to the US Government, immoral, in violation of any local, Stat or Federal law, or discriminate against race, color, national origin, religion, sex, disability, age (40 or older), geneti information, marital status, sexual orientation, citizenship status, military status, unfavorable military discharge gender identity, arrest record, victims of domestic violence or order of protection status, or any other act as prohibite by law, rule or regulation.

Initials SP Date 12924

- 36. All traffic rules and regulations shall be strictly obeyed and will be police enforced. Driveways must be open and unobstructed. Parking is permitted only in marked parking spaces.
- 37. Renters shall not utilize Triton College facilities to raise funds, solicit contributions, or otherwise request donations from attendees without prior Triton College approval.
- 38. Only legal games of chance for which necessary municipal or other legal permits have been obtained are allowed on Triton College property. Renters are solely responsible for obtaining all such permits.
- 39. Only service animals are permitted on Triton College property. Service animals must remain leashed or harnessed and under the direct control of the owner at all times.
- 40. Emergency events or severe weather, in the sole discretion of the Triton College, shall result in the automatic cancellation of scheduled rentals.
- 41. All rentals shall be to groups, acting for educational or civic gain only.
- 42. Renters may not distribute literature or materials without advance written approval from Triton College.
- 43. Rental hours are 6 am to 11 pm, Monday through Thursday and Sunday, and 6 am to 12 am Friday and Saturday. No overnight rentals will be permitted. All school grounds close at 11p.m.
- 44. Renters may not undertake any field work on any grounds, including mowing, raking or dragging offields.
- 45. No motorized vehicles or equipment are permitted on any athletic surfaces, grass areas, sidewalks, restricted areas or any other area other than designated parking areas.
- 46. Renters shall have access to 110V power only during the rental period.
- 47. Renters may not charge for parking. Triton College may require renters to supervise all parking areas for traffic and crowd control.
- 48. Fire, flreworks, flame, smoke, smoke or fog generation equipment are strictly prohibited on Triton Collegeproperty.
- 49. Renter assumes full responsibility, and shall reimburse Triton College within 30 calendar days of receipt of invoice for any amount in excess of security deposit, for the cost of repair of any damage resulting from or related to renter's use. Triton College is not responsible for any damage to renter's property.
- 50. Renter shall be responsible for cleaning all debris and litter from all utilized Triton College property following use.
- 51. Renter may request use of AV or technology equipment. Triton College may, in its sole discretion, grant such a request However, only Triton College personnel may operate such equipment, regardless of renter's previous experience wit same or similar equipment. Renter shall be charged for all associated staff costs or operations.
- 52. Renter may use, for no additional rental fee, equipment innate to rental area. Equipment may not be moved o changed with Triton College's explicit written approval, which shall be included in the rental agreement.
- 53. Triton College equipment is not available for rent and may not, under any circumstances, be removed from Tritor College property.
- 54. Renter shall indemnify, hold harmless, and at Triton College's option, defend Triton College, its officers, trustees employees and agents, from any and all claims against, and losses incurred by Triton College arising out of Renter' use of Triton College facilities under this Rental Agreement. Renter walves all rights to make any claims against Tritor College arising from or related to Renter's use of Triton College facilities. As used in this paragraph: (1) the term "Tritor College" includes the Board of Trustees of Community College District 504 and it's trustees, officers, members, and employees in their official and individual capacities; (2) the term "claim" includes any administrative or judicia proceeding brought against Triton College, the threat of any such proceeding, or the demand for the payment o money or other relief for any injury including, but not limited to, personal injury, death or Triton College facilitie damage; and (3) the term "loss" includes any monies expended by Triton College as a result of a judgment, claim, o expenses including Triton College's reasonable attorney fees and costs incurred in response to aclaim.
- 55. Triton College may immediately terminate any Rental Agreement, and prohibit future rentals, in the event Rente violates any terms of the Rental Agreement.
- 56. The District reserves the right to deny access to any facility user and service provider who has been convicted of an crime including but not limited to sexual abuse, is or has been a registered sex offender, has ever been convicted o any offense in relation to the use, sale, possession, or transportation of narcotics or habit forming and/or dangerou drugs, or is presently or habitually under the influence of dangerous drugs or chemicals, narcotics or intoxicating beverages.

Initials <u>SP</u> Date 12424

COMMUNITY COLLEGE DISTRICT 504 RENTAL OF SCHOOL FACILITIES Terms and Conditions of Rental

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ATTACHMENT C

TRITON COLLEGE CAMPUS RULES

No firearms, explosives, fireworks or weapons of any kind No tobacco products of any kind No alcohol of any kind Abide by all weather warnings

3

SPRINTURF RULES

No open flame or heating device No sport drinks or liquids other than water No food Items – including gum and sunflower seeds Molded cleats or other athletic shoes only (no metal cleats) No sharp objects, including tent stakes, corner flags or other objects that can penetrate turf surface Approved athletic equipment only No bicycles or other unapproved vehicles No animals of any kind

HEALTH GUIDELINES

All public health guidelines and restrictions will be in place for the date of the rental(s), including, but not limited to attendance, locker rooms, and food sales.

Initials SP Date 1124124

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ATTACHMENT D (Pandemic/Emergency Restrictions)

- If a pandemic outbreak were to occur at or related to the event, Renter is solely responsible for maintaining participants and close contacts list (including contestants, staff, sponsors, and audience) with names/phone numbers and shall be responsible for contacting them after the event as necessary, including to perform contact tracing. Triton College shall have no obligation to engage in any required contact tracing necessary as a result of the event.

Pandemic/Emergency cancellation clause, subject to:

a. If the event is cancelled 10 calendar days prior to the event due to federal, state, or local pandemic/emergency restrictions, there will be no charge and Renter will receive a 100% refund.
b. Any time between 9 calendar days and 48 hours prior to the event, any refund of the fee shall be determined based upon and subject to any actual work that Triton staff has done in preparation for the event and the actual cost thereof. Any prep work will not exceed 20% of the rental cost up to 48 hours prior to the event.

c. Beginning with 48 hours prior to the event, cancellation for any reason shall result in a refund based upon the actual work undertaken by Triton employees, as well as a determination of Triton costs related to labor. Based upon Triton union contracts, a minimum of 4 hours compensation is paid for overtime calls. All of the employees specified to work under this Agreement are compensated on the overtime basis and shall be paid, from the Renter fees, for at least the 4 hour overtime period, even if no work is performed.

- In the event Triton has a campus wide mask or distancing mandate, all persons, faculty, staff, students, business invitees, guests, visitors and even trespassers, fully vaccinated or not, MUST comply, unless they are in a private area (le. Office) ALONE. Renter has determined that their participants will maintain appropriate mask placement and distancing, if necessary. Any individual on campus that refuses to follow the mandated requirements shall be asked to leave the campus immediately.

Initials SC Date 1/29/24

6/6

 Meeting of
 February 20, 2024

 ACTION EXHIBIT NO.
 16996

SUBJECT: AGREEMENT WITH ACCESSIBLE INFORMATION MANAGEMENT

RECOMMENDATION: <u>Request that the Board of Trustees approve the Agreement with</u> <u>Accessible Information Management LLC (AIM) software as a service platform. The initial</u> <u>Agreement that runs March 1, 2024 through June 30, 2025, would auto renew and remain in</u> <u>effect until either party modifies or cancels the Agreement. The Agreement allows up to</u> <u>400 students to be licensed in the platform. The initial sixteen-month Agreement includes \$8,300</u> <u>one-time implementation fee and a 16-month fee of \$3,990.35 for a total cost of \$12,290.35.</u> The cost of \$2,992.76 per year was quoted for two subsequent one-year renewals.

RATIONALE: <u>Using AIM will streamline accommodative services for students with</u> <u>disabilities offered by the Center for Access and Accommodative Services and automate</u> <u>processes that have been performed manually, allowing CAAS staff to devote more time to</u> <u>serving students, faculty, and departments. Students will benefit from increased agency and</u> <u>independence regarding determining which approved accommodations they wish to utilize on a</u> <u>course-by-course basis.</u>

Submitted to Board by:

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

Board Officers' Signatures Required:

Mark R. Stephens Board Chairman

Tracy Jennings Secretary Date

Related forms requiring Board signature: Yes \square No \square

QUOTE PREVIEW

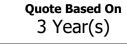
Date: Thursday, January 25, 2024 Expires on: **Sunday, February 25, 2024**

Accessible Information Management LLC

560 NE F ST STE A #413 Grants Pass, Oregon 97526 541-226-7337 sales@AccessibleLearning.com http://www.AccessibleLearning.com



Triton College



Type: First Year Only

Item	Quantity	Price	Discount	Sub Total
Setup Fee	1	\$ 500.00		\$ 500.00
Initial Data Import	1	\$ 300.00		\$ 300.00
01 - Core User Database	1	\$ 2,274.00	\$ 181.92	\$ 2,092.08
02 - Accommodation Requests Management	1	\$ 288.00	\$ 23.04	\$ 264.96
04 - Alternative Testing	1	\$ 230.00	\$ 18.40	\$ 211.60
08 - Appointment System	1	\$ 173.00	\$ 13.84	\$ 159.16
09 - Faculty Module	1	\$ 288.00	\$ 23.04	\$ 264.96
01 - Single Sign On	1	\$ 2,000.00		\$ 2,000.00
02 - Class List Synch	1	\$ 1,000.00		\$ 1,000.00
03 - Student Enrollment Synch	1	\$ 1,000.00		\$ 1,000.00
04 - Student Demographic Information Synch	1	\$ 1,000.00		\$ 1,000.00
05 - Student GPA Synch	1	\$ 1,000.00		\$ 1,000.00
07A - Remote Training	1	\$ 1,500.00		\$ 1,500.00

Total Due: \$ 11,292.76



AIM.LLC Software Database Subscription Licensing and Hosting Contract

TERMS OF USE AGREEMENT

Licensor, Accessible Information Management LLC; hereafter known as, the Licensor, hereby grants a non-exclusive license to the below named party. Said party shall be known as the Licensee. Said Licensee shall have access and usage of the Services as listed below. The Primary Service(s) and, if any, subsequent products shall be used entirely within the standard bounds of the Licensee, which include; (1) Official utilization by educational institute or professional organization, (2) Off site utilization by an employee of said organization for official use. All subscription licenses are expressly limited to a bilateral nature. Demonstration by the Licensee to a third party is not authorized. Licensee should refer said third party to Accessible Information Management LLC and its employees for formal demonstration of product(s).

Licensee : Community College District 504, commonly known as Triton College - Licensee's department utilizing the license is *Center for Access and Accommodative Services*. PRIMARY Services(S): Hosting and maintenance services for the *AIM Online Services Management Software.*

The above listed Products and Service(s) are hereby designated for internal institutional / organizational usage only, as per the above terms of agreement. Said internalization is also extended to an individual recipient also as per standard utilization and acceptable use. Said Hosting Service(s) – Terms of Use Agreement is hereby subject to the following provisions:

(1) Licensee may use the Primary Product(s) and Service(s) and any subsequent products (provided such terms be reached) by the licensee or individual who is represented by the Licensee. Licensee shall take all prudent and reasonable steps to prevent unauthorized usage of said product by anyone who is not listed above, or would have any reasonable expectation to have utilitarian access to said product(s).

(2) The term of this agreement shall be subject to the following stipulations: Appropriate use of the database, continued secure operation of hosting and the security provisions of the contract.

2.1. The term of this License Agreement shall be one and a half year (1.5) year from March 1st, 2024 through June 30, 2025.

2.2 The Agreement may be renewed for additional one (1) year periods upon completion of the initial base contract period, provided written mutual agreement of authorized agents of both parties is executed sixty (60) days prior to expiration of the existing contract. This is subject to the fulfillment of the terms and conditions of this agreement by the Licensor and Licensee.

(3) Licensee is responsible for the following conditions to ensure proper utilization of said material:

3.1 Providing computerized workstations with adequate operating systems, internet connection(s) and peripheral equipment to ensure Licensed Product(s) and/or Service(s) can be used correctly.

3.2 Inspection and testing of said Licensed Product(s) and Service(s) to be operational and function within designed parameters as outlined by Accessible Information Management LLC.

3.3 Establishing an adequate environment and workspace for the utilization of said Licensed Product(s) and Service(s).

3.4 Ensuring that all local workstations accessing the server are properly patched and maintained including Anti-Virus software.

(4) The Licensed Product(s) or any additional subsequent Product(s) and Service(s) shall not be copied, reproduced, reverse engineered, modified, distributed, sold, allowed to be re-sold to a third party, gifted, allowed access to any form of base programming code, sublicensed to another party or otherwise dealt with in a manner unless which manner has been expressly granted by Accessible Information Management LLC. Any such violation as described above constitutes a violation of the terms of agreement and may be subject to termination of service or possible civil litigation. Licensee may be charged a fee of up to fifty percent (50%) deducted from the payment scheme for any such violation, payable not as a penalty but as Liquidated Damages. Said fee shall not exceed half of the original payment amount as agreed between the parties. This fee is to be determined by the cost of the signed contract. I.E. The yearly amount is \$1000, the subsequent fee would be \$500.

(5) Accessible Information Management LLC. hereby claims sole retention and exclusive ownership of all rights, titles and proprietary interests contained within, the Primary Product(s) and / or anything subject to physical, intellectual or implied property rights contained within the work(s) of Accessible Information Management LLC.

(6) Accessible Information Management LLC. hereby conveys the following services as inclusive to the proper utilization of said Product(s) and Service(s):

- 6.1. Twenty-Four (24) Hour response time to e-mail(s) requesting customer support.
- 6.2 Secure Data Hosting for Licensee information in regards to said purchased Service(s) from Accessible Information Management LLC.
- 6.3 Automatic Product Updates when said material is ready for implementation.
- (7) Service(s) Payment Scheme:

7.1: LICENSEE shall pay for one (1) year of service and associated setup and data sync fees.

(8) Data Security

LICENSOR will enact due diligence in providing secure connections, data hosting, and server interactions for clients utilizing LICENSOR services. It is LICENSOR's intent to provide a secure environment that is within the means available to LICENSOR. LICENSOR will not be

held responsible for client interactions that involve lost passwords or compromised systems due to the result of end users or staff sharing or providing password information to third parties or remote client computers that have not been properly maintained and patched. Data retention is based on a 30 day rotation with nightly backups.

Listed below are the various criteria and current security measures utilized by LICENSOR in providing service to Licensee:

- 1. Third Party Hosting Security (MS Azure)
 - a. Physical Security Server is housed at a secured and physically restricted data center.
 - b. Data Center is only physically accessible to authorized MS Azure personnel.
 - c. MS Azure personnel do not have administrative access to the server.
 - d. The MS Azure SOC2 can be provide at request.
- 2. Server Security
 - a. Patches are applied as necessary.
 - b. Physical Hardware firewall only ports 80 and 443 (Secured) are available to outside access. I.E. You need to have a valid username and password to access the Hardware firewall and then additional security credentials to access the server.
 - c. Transmission between browser and server is always encrypted with 128-bit All communication between server and browsers are encrypted and secure.
 - d. Server Administration passwords are based on a 90 day rotational cycle.
 - e. Data backups for 30 days retention Ensures that in the event of a server outage, data will be retained and uptime maintained quickly and efficiently.
 - f. All administrator access to the server is encrypted 256-bit through VPN with AES encryption (Advanced Encryption Standard).
- 3. Application Security
 - a. Only specific IP Addresses are allowed. The database application was designed to specifically limit access to authorized IP address ranges pertinent to the organizations that use those specific addresses. This mitigates the probability of an attack on the server.
 - b. Only staff members have access outside the office i.e traveling or off-site. Student workers do not have access outside of their home location unless specifically configured to by organizational staff.
 - c. Authentication Card Access Prevents hackers from guessing user login information or utilizing brute force attacks. Advanced card generation provides a cross authentication piece that is only available by generating a two part code (one piece in the office and one that you provide).
 - d. Maximum number of three logon attempts before the account is locked down. Industry logon trial access standard. Account becomes locked after 3 unsuccessful login attempts. All login attempts are recorded and logged. This includes the account attempting access, and IP address location of the account attempting access.
 - e. Authentication cards are only generated in the office, thus preventing hackers from generating access cards remotely.
 - f. All changes to information on the server are tracked and logged.

- g. All attempts to access to server are logged.
- h. All data is stored inside of the US. No data will be hosted outside of the US.

Protection of Confidential Data:

LICENSOR agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set by FERPA. Officers, employees and agents of LICENSOR that receive or access education record information from Licensee may use the information, but only for the purpose for which the disclosure has been made.

The Family Educational Rights and Privacy Act (FERPA) limits the use and re-disclosure of personally identifiable information from student education records in paper, electronic or other form. Licensor agrees to hold education records of Licensee in strict confidence. Contractor shall not use or disclose information from education records except as permitted or required by this contract or applicable law. Licensor and its officers, employees, and agents shall use the information only for the purposes for which the disclosure was made. Licensor shall not disclose the information to any other party without the prior consent of the student. Licensor shall conduct the Work in a manner that does not permit personal identification of students by individuals other than representatives of Licensor that have legitimate educational interests in the information, cancellation, expiration or other conclusion of this contract, or when the information is no longer needed by Licensor for the purposes of this contract. If Licensor violates these conditions, the Licensee will not allow Licensor access to education records for at least five years.

LICENSOR shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality of information from education records. These measures shall be extended by contract to any subcontractors used by LICENSOR. LICENSOR shall, within one day of discovery, report to the LICENSEE any use or disclosure of information from education records that is not authorized by this contract.

What constitutes confidential information or data?

Any data and Information that is of a confidential nature, which includes any electronic student education record information supplied by Licensee, as well as any data provided by Licensee's students to LICENSOR.

Acknowledgment of Access to Confidential information and data. LICENSOR acknowledges that this agreement allows LICENSOR to access confidential student education information and student records.

Prohibition on Unauthorized Use or Disclosure of Confidential data and information.

LICENSOR agrees to hold Confidential Information and Data in strict confidence. LICENSOR shall not use or disclose confidential information and data received from or on behalf of Licensee except as permitted or required by law or as otherwise authorized in writing by Licensee. LICENSOR agrees to not use confidential information and data for any purpose other than the purpose for which the disclosure was intended or made.

Return or Destruction of Confidential information and data. In the event of a termination, cancellation or expiration of contract or services - LICENSOR will return all confidential data and information in a machine readable format. At Licensee's discretion and direction, Licensee may direct LICENSOR to destroy any or all confidential data and information pertinent to Licensee's information and educational records. There will be a minor fee involved in the export of data. This fee is based off of an hourly rate of \$50 per hour and is not to exceed 10 hours or \$500.

Data Consists of:

- 1. Student Profiles
- 2. Student Eligibilities
- 3. Student Disabilities

- 4. Student Case notes
- 5. Student Appointments
- 6. Student Mailboxes.
- 7. A list of the current term student registration

Remedies: If Licensee determines that LICENSOR has materially breached any of its obligations under this contract, Licensee has the right to require LICENSOR to submit to a plan of monitoring and reporting and provide LICENSOR 30 days to cure the breach; or terminate the agreement immediately if the cure is not possible.

Maintenance of the security of electronic information: LICENSOR shall develop, implement maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality and integrity of the electronically available materials that are transmitted or received on behalf of LICENSEE or its students.

Reporting of Unauthorized Disclosures of Misuse of confidential information and data: LICENSOR shall, within one day of discovery, report to LICENSEE any use or disclosure of confidential materials and information not authorized by this agreement or in writing by LICENSEE. LICENSOR will identify the nature of the unauthorized use or disclosure, the information or materials disclosed, and who made the unauthorized use or received the unauthorized materials and what potential services have been impacted by the intrusion or disclosure of materials.

9. **TERMINATION**: This Contract may be terminated at any time by mutual consent of both parties or by Licensee at its discretion. Generally there are no refunds since billing occurs on a yearly cycle.

9.1 **Return of Property**. Upon termination of this Contract for any reason whatsoever, Licensor shall immediately deliver to LICENSEE all of LICENSEE's property (including without limitation LICENSEE's Confidential Information or any Deliverables for which LICENSEE has made payment in whole or in part) that are in the possession or under the control of Licensor in whatever stage of development and form of recordation such LICENSEE property is expressed or embodied at that time.

9.2 **LICENSEE'S REMEDIES FOR LICENSOR'S DEFAULT**: In the event Licensor is in default under this Section, LICENSEE may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the Services, (b) requiring Licensor to correct any defects without charge, (c) negotiation with Licensor to sell the Services to LICENSEE at a reduced price, (d) termination of the Contract. These remedies are cumulative to the extent the remedies are not inconsistent, and LICENSEE may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

9.3 Default by Licensor. Licensor shall be in default under this Contract if:

Licensor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings which are not dismissed within 60 days of their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

Licensor no longer holds a license or certificate that is required for Licensor to perform the Services and Licensor has not obtained such license or certificate within thirty (30) business days after delivery of LICENSEE's notice or such longer period as LICENSEE may specify in such notice; or

Licensor commits any material breach or default of any covenant, warranty, obligation or certification under this Contract, fails to perform the Services in conformance with the specifications and warranties provided herein, or clearly manifests an intent not to perform future obligations under this Contract, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) business days after delivery of LICENSEE's notice or such longer period as LICENSEE may specify in such notice.

9.4 Default by LICENSEE.

LICENSEE shall be in default under this Contract if:

LICENSEE fails to pay Licensor any amount pursuant to the terms of this Contract, and LICENSEE fails to cure such failure within forty-five (45) business days after delivery of Licensor's notice or such longer period as Licensor may specify in such notice; or

LICENSEE commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and LICENSEE fails to cure such failure within thirty (30) business days after delivery of Licensor's notice or such longer period as Licensor may specify in such notice.

These remedies are cumulative to the extent the remedies are not inconsistent, and LICENSEE may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

Licensor's Remedies. In the event LICENSEE terminates this Contract, or in the event LICENSEE is in default and whether or not Licensor elects to exercise its right to terminate the Contract, Licensor's sole monetary remedy shall be a claim for the unpaid invoices; the hours worked but not yet billed, pre-authorized expenses incurred, less previous amounts paid and any claims which LICENSEE has against Licensor.

Lapsed Contract – In the event of a lapsed contract, AIM will not be held responsible for data integrity, recovery or support and if service is interrupted a reconnection fee may be charged. All support outside of normal contractual support will be billed at the hourly rate of \$125 per hour with a 2 hour minimum.

Late Fees. - In the event that the LICENSEE fails to pay their invoice in a timely fashion as per invoice terms (NET45). AIM.LLC may charge a monthly 5% fee, or the maximum amount provided by law, on the uncollected invoiced charges or the remaining unpaid balance until said balance has been paid in full.

10. Disclaimer of Warranties

Licensee acknowledges and agrees that AIM exercise no control over, and accepts no responsibility for, the content of the information passing through host computers, network hubs and points of presence or the internet. NEITHER AIM, ITS EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS, THIRD-PARTY INFORMATION PROVIDERS,NOR THE LIKE MAKE ANY WARRANTIES OF THE ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER AIM, ITS EMPLOYEES, AFFILIATES, AGENTS, THIRD-PARTY INFORMATION PROVIDERS OR THE LIKE, WARRANT THAT SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION CONTAINED IN OR PROVIDED THROUGH SERVICES. AIM IS NOT LIABLE FOR THE CONTENT OR LOSS OF ANY DATA TRANSFERRED EITHER TO OR FROM COLLEGE OR STORED BY AIM.

11. Indemnification

Each party agrees to indemnify, hold harmless, and defend the other party, its affiliates, trustees, 76/107

\\directors, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including reasonable attorneys' fees) arising out of or relating to this Agreement and its services, including any violation of the acceptable Use Policy set forth in this Agreement. Such claims shall include, but shall not be limited to, claims based upon trademark, service mark, trade name, copyright and patent infringement, trademark dilution, tortuous interference with contract or prospective business relations, unfair competition, defamation or injury to reputation, or other injuries or damage to business.

Licensee, 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.

12. Limitation of Liability

In no event shall either party be liable for any lost profits or for indirect, special, incidental, punitive or consequential damages, however caused and whether in contract, tort or under any other theory of liability, arising out of or in any way connected with this Agreement or services, even if either party is advised of the possibility of such damages.

13. Force Majeure

AIM shall not be liable for failure or delay in performing its obligations under this Agreement if such failure or delay is due to circumstances beyond its reasonable control, including without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, terrorist or other attack, fire, flood, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

14. Waiver and Modification

Except as otherwise provided herein, this Agreement may not be amended except through the writing executed by the authorized agents of the parties. Any failure or delay in exercising any right, remedy, or power under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance or any act or condition hereunder shall not constitute a waiver of the act or condition itself.

15. Taxes

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

16. Workplace Conduct

Neither 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, maintains a written sexual harassment policy and a Drug Free Workplace in conformance with applicable law.

17. Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the substantive laws of the 77/107

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.

18.**Signature**: By signing this agreement the above named institution, recipient and/or individual hereby agree to the terms in their entirety, in an official capacity only and no personal liability shall be created as a result of this Agreement.

Triton College Mark R. Stephens, Board Chairman

Accessible Information Management LLC

Date:_____

Date:_____

Meeting of <u>February 20, 2024</u> ACTION EXHIBIT NO. <u>16997</u>

SUBJECT: COLLEGE FOR KIDS CAMP

RECOMMENDATION: <u>That the Board of Trustees approve an Agreement with Oak Park</u> Elementary School District 97 (D97) and Fellowship Community Services – (Friday Night Place FNP) to offer a College for Kids Camp for up to eighty (80) D97 students, including those enrolled in the FNP program. The camp will be offered March 25-28. D97 and FNP will recruit students. Triton will provide instruction, classroom/lab space, materials/supplies, and daily lunch. Triton and FNP staff are jointly responsible for the supervision of students while on campus and all will receive background checks conducted by D97 and paid for by Triton. Transportation between Triton and D97 middle schools will be provided by D97. FNP is solely responsible for the supervision of the students while on the buses. This initiative provides students with an opportunity to learn about career fields and the skills needed for various occupations. These expenditures, totaling under \$11,000 will be covered through the <u>Trades School Grant.</u>

RATIONALE: <u>Triton College has developed other partnerships with D97 and FNP. Offering career</u> exploration and awareness to D97's students provides children with exposure to a college campus, career opportunities, and access to state-of-the-art labs. This serves the local communities by promoting postsecondary education and exposing children to potential career pathways.

Submitted to Board by:

Japak Campo

Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens Board Chairman Tracy Jennings Secretary Date

Related forms requiring Board signature: Yes \square No \square

79/107

AGREEMENT BETWEEN

ILLINOIS COMMUNITY COLLEGE DISTRICT 504

AND

BOARD OF EDUCATION OF OAK PARK ELEMENTARY SCHOOL DISTRICT 97 AND

FELLOWSHIP COMMUNITY SERVICES, INC. / FRIDAY NIGHT PLACE

This Partnership Agreement Concerning the Career Exploration Program ("Agreement") is entered into as of the 21st day of February, 2024, by and between the following parties: the Board of Education of Oak Park Elementary School District 97, Cook County, Illinois ("the District"), the Community College District 504, Cook County, Illinois, commonly known as Triton College ("Triton"), and Fellowship Community Services, Inc., a/k/a Friday Night Place ("Friday Night Place") (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 exposure to 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 students in heading towards a career pathway;

WHEREAS, the parties seek to initially implement the Program during the District's spring break, from March 25-28, 2024;

WHEREAS, the Parties wish to establish a long-term partnership that, contingent upon receipt of on 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 Offerings. Triton, the District, and Friday Night Place, shall collaborate to offer customized programming throughout the year that fits timeframes and durations that are convenient for Triton College, the District, and its students. All parties shall, at their sole discretion, determine when Program offerings are convenient and may decline any offer that it deems to be inconvenient.

1

- b. **Program Design.** Triton shall design each Program so that students will have one major concentration of study and one minor concentration of study. Majors and minors shall include various areas of study and will be offered based on the availability of instructors and class/lab space, in Triton's sole discretion.
- **c.** Advertising and Placement of Students. Triton, the District, and Friday Night Place, shall collaborate to develop marketing information and a cohesive enrollment process, explaining the Program offerings and design that the District and Friday Night Place can use to advertise the Program to District students and families. Triton shall allow students to select their top three major and top three minor areas of study and shall place students in their highest available major and minor course of study based on availability. There shall be no financial obligation incurred by Triton in the development or distribution of the marketing materials.
- **d. Safety and Supervision.** For the purpose of ensuring student safety and supervision of District students during Program activities, Triton shall be jointly responsible for safety and supervision, and shall assume an in loco parentis status over all District students, including all responsibility related to the education, care, and wellbeing of District students at all times that District students are present on Triton's campus. Other than for preliminary enrollment and transportation, Triton acknowledges that the District will not provide staff or employees to facilitate the Program execution. Triton shall also be solely responsible for its property (real property and personal property such as equipment and tools) while District students are on Triton's campus.
- e. Costs. Triton shall be solely responsible for all costs associated with the Program's instructors, materials, supplies, lunches, and activities.

3. DISTRICT'S RESPONSIBILITIES

- **a. Student Sign-Up.** The District, in partnership with Friday Night Place, shall be jointly 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 Triton College from the District's middle schools. The District shall also provide any logistics necessary for the pickup and drop off locations.
- **c. Costs.** The District shall cover the total costs of transporting the District's students to and from Triton's campus in the following amounts: \$6,745.00. Aside from its share of the transportation and marketing costs, the District shall not be responsible for any costs associated with the Program.
- **d.** Safety and Supervision. The District shall be solely responsible for conducting background checks on all FNP and Triton employees hired to participate in the camp and work directly with the students. Triton will be responsible for covering the cost of the background checks.

4. FRIDAY NIGHT PLACE'S RESPONSIBILITIES

- a. **Student Sign-Up.** Friday Night Place, in partnerships with the District, shall be jointly responsible for circulating initial information regarding the scope of the Program and dates of the Program to parents and obtain parent/guardian consent for student participation. Friday Night Place shall assist in facilitating any subsequent requests for information between Triton and Friday Night Place, including additional forms, contracts, and contact information.
- b. **Safety and Supervision.** Friday Night Place shall be solely responsible for safety and supervision, and shall assume an in loco parentis status over all District students, including responsibility related to the care and wellbeing of District students at all times that District students are present on buses during transportation to and from Triton College, during attendance at Triton College, and during parent pick-up times at home middle schools.
- c. **Support of Safety and Supervision.** Friday Night Place shall be jointly responsible for safety and supervision, and shall assume an in loco parentis status over all District students, including responsibility related to the education, care, and wellbeing of District students at all times that District students are present on Triton's campus.

5. TERM AND TERMINATION

- **a. Term.** This Agreement shall have an initial term of one year from the effective date. Upon expiration of the initial term, this Agreement shall automatically renew for one-year terms unless any party submits a written termination notice at least 30 days prior to renewal. The Parties agree that that the initial Program offering will be from March 25-March 28, 2024. Thereafter, the Parties will collaborate to establish further dates and the scope of the Program offerings, in accordance with Sections 2.a and 2.b. Any subsequent Program offerings for District students shall be subject to this Agreement.
- **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.

6. MISCELLANEOUS PROVISIONS

a. Indemnification. Each party acknowledges that it shall remain responsible for any liability to third parties 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 do 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.
- **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:	Fellowship Community Services, Inc.	Community College District 504, Triton College:
Dr. Ushma Shah	Deacon Wiley H. Samuels, Jr.	Dr. Susan Campos
Superintendent	Executive Director	Vice President, Academic
260 Madison Street	1106 Madison St., 2 nd Fl.	Affairs
Oak Park, IL 60302	Oak Park, IL 60302	2000 Fifth Avenue
Tel: (708) 524-3000	wileyhsam@gmail.com	River Grove, IL 60171
ushah@op97.org		Tel: (708) 456-0300
		susancampos@triton.edu
With a Copy to:		
		With a Copy to:
Robbins Schwartz		
c/o Matthew J. Gardner		Sarie Winner
55 W. Monroe St., #800		Winner Law
Chicago, IL 60603		2344 W. Melrose
mgardner@robbins-		Chicago, IL 60618
schwartz.com		sariekeller@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. 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.
- **i.** 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.
- **j. 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.

k. 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, February 21, 2024.

Oak Park Elementary Schools District 97:	Community College District 504, Triton College:
Ву:	By: Mark R. Stephens, Board Chairman
Date:	Date:
Fellowship Community Services, Inc., a/k/a Friday Night Place:	
By:	
Date:	

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Meeting of February 20, 2024

ACTION EXHIBIT NO. 16998

SUBJECT: <u>NETWORK OF ILLINOIS LEARNING RESOURCES IN COMMUNITY</u> <u>COLLEGES (NILRC) AGREEMENT</u>

RECOMMENDATION: <u>That the Board of Trustees approve the new NILRC membership</u> Agreement. The existing membership Agreement was approved when Triton College first joined the NILRC consortium and has not been updated since 1975. Changes include the name of the organization and brings the contract in line with what services NILRC presently offers and the library's commitments as a member. The annual membership fee and online database</u> subscription for FY24 is \$1,187. Each spring an Action Exhibit and a request for an Open Purchase Order is submitted to the Board of Trustees. There is no new cost to the College.

RATIONALE: <u>Triton College benefits from membership in NILRC through purchasing and</u> <u>licensing resources through the consortium and takes advantage of professional development</u> opportunities.

Submitted to Board by:

JodiKolta

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

Board Officers' Signatures Required:

Mark R. Stephens Board Chairman

Related forms requiring Board signature: Yes ⊠

Tracy Jennings Secretary Date



Network of Illinois Learning Resources In Community Colleges www.nilrc.org

FULL MEMBER AGREEMENT

THIS AGREEMENT is between NILRC, Network of Illinois Learning Resources in Community Colleges, a not-for-profit corporation of Illinois, and

_____ College, (hereinafter called the College).

1. The College is hereby admitted to NILRC, in pursuance of the Articles of Incorporation and By-Laws of NILRC.

2. The College agrees to appoint a delegate and an alternate delegate to NILRC annually and to provide the name of the same in writing to the NILRC staff at the beginning of each fiscal year. The delegate and/or alternate delegate agrees to receive NILRC email announcements and to disseminate NILRC-related information, as appropriate, within their College. Other College employees may also serve on committees and attend meetings.

3. The College agrees to provide for the delegate's regular attendance at scheduled Council of Delegates meetings by actual attendance or live interactive means, membership on committees and participation in other NILRC activities. 4. The College agrees to conform to the provisions of the Articles of Incorporation and By-Laws and all the agreements, leases, and contracts entered into by NILRC if the College chooses to participate in such agreements, leases, and contracts.

5. The College agrees to provide payment according to NILRC's annual membership fee structure and policies for resource brokering.

6. NILRC agrees to provide member Colleges with opportunities to participate in leases, discount agreements, staff development workshops and seminars, group purchases, networking, and other cooperative endeavors.

7. NILRC agrees to provide access to state, regional, and national organizations and Consortia concerned with learning resources.

8. NILRC shall not be liable for any misrepresentation, mistake, inadvertence, or negligence of any member.

9. The College agrees to prompt payment of invoices by the due dates stated thereon. Colleges who default on payment and/or refuse to pay may have their membership revoked through a simple majority vote at the next regularly scheduled Board meeting.

10. The College may withdraw from NILRC by giving sixty (60) days notice in writing to the NILRC Board. In the event that the College should violate any provision of this agreement and shall fail to remedy the breach within thirty (30) days after written notice from NILRC, this agreement may be forthwith terminated by NILRC's written notice of termination to the College. Financial obligations owed must be paid to NILRC.

11. The effective date of this agreement is the _____ day of _____, 20__. IN

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf by their respective officers thereunto duly authorized, on the respective dates written below.

Triton College_____

Executed on _____

By _____

Mark R. Stephens, Board Chairman

Its Delegate and/or Authorized Officer

NILRC

Executed on _____

By _____

Its Board Chair

Revised 2/8/2023

Meeting of <u>February 20, 2024</u> ACTION EXHIBIT NO. <u>16999</u>

SUBJECT: TENNESSEE COLLEGE TOUR FOR TRIO STUDENTS

RECOMMENDATION: <u>That the Board of Trustees approve travel for TRIO Student Support</u> <u>Services participants to Tennessee to tour 4-year institutions as well as cultural and historical</u> <u>landmarks. The proposed tour will be held during the week of Spring Break, 3/18/2024 –</u> <u>3/21/2024, and will not exceed \$17,875 to cover the cost for 15 students and 3 employee</u> <u>chaperones. The total cost will be funded by the Department of Education TRIO SSS grant.</u> <u>There is no cost to the college.</u>

RATIONALE: <u>This trip will provide TRIO participants with the opportunity to travel to</u> <u>Memphis and Nashville. Included in the tour are Historically Black Colleges and Universities</u> <u>as well as cultural landmarks such as the Grand Ole Opry, Beale Street, and the National Civil</u> <u>Rights Museum. The 2024 Spring Break Historical/Campus Tour provides participants with the</u> <u>opportunity to gain exposure to historical sites as well as to encourage continuing education at</u> <u>4-year institutions of higher education.</u>

odikolta

Submitted to Board by:

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

Board Officers' Signatures Required:

Mark R. Stephens Board Chairman Tracy Jennings Secretary Date

Related forms requiring Board signature: Yes \Box No \boxtimes



Triton College TRIO Student Support Services Memphis, TN & Nashville, TN | Spring Break 2024

Day One - Monday March 18, 2024

Nashville, TN

Arrive at O'HARE AIRPORT to check in for the flight by 8 AM. Everyone departs by 10 AM. Arrive in Nashville by 12 PM. Board charter bus.

12:30 PM - Lunch

- Lunch with \$20 meal money
- 1:30 PM Depart for campus visit

2:00 PM – Campus Visit: *Tennessee State University* guided tour (Public - HBCU)

4:00 PM - Depart for hotel check-in

4:30 PM – Hotel check-in: *Courtyard by Marriott Nashville/ West End*

6:30 PM – Depart for dinner restaurant

7:00 PM – Dinner: Sambuca Restaurant

- Dinner with \$50 meal money

9:00 PM - Depart for hotel

Day Two - Tuesday March 19, 2024

Nashville, TN

7:30 AM – Breakfast: Enjoy breakfast at the hotel

9:00 AM – Depart hotel for campus tour

9:30 AM – Campus Visit: *Belmont University* guided tour (Private)

11:30 AM - Depart for lunch

12:00 PM - Lunch

- Lunch with \$20 meal money

1:30 PM – Depart for afternoon cultural event and local exploration

2:00 PM – Cultural Activity: *Grand Ole Opry House* backstage tour (15 min

2:20 PM – Walk to *Madame Tussaud's Wax Museum* (2 min away)

2:30 PM – Cultural Event: Madame Tussaud's Wax Museum

3:30 PM – Walk to Opry Mills Mall

(2 min away)

3:35 PM – Explore Opry Mills Mall

4:30 PM – Depart to return to hotel

6:30 PM – Depart hotel for dinner

7:00 PM – Dinner: *Husk Restaurant*

- Dinner with \$50 meal money

9:00 PM – Depart for hotel



Triton College TRIO Student Support Services Memphis, TN & Nashville, TN | Spring Break 2024

Day Three - Wednesday March 20, 2024

Memphis, TN

Everyone checks out of the hotel by 8 AM and loads luggage onto charter bus.

7:00 AM – Breakfast: Enjoy breakfast at the hotel

8:00 AM – Depart Hotel for Memphis, TN (approx. 3-hr commute)

11:30 AM – Lunch: sandwich shop (grab and go)

- Lunch with \$20 meal money

12:00 PM – Cultural Event: Rock 'n' Soul Museum

1:45 PM – Head to campus visit

2:00 PM – Campus Visit: *LeMoyne-Owen College* guided tour (Private HBCU)

3:00 PM – Depart for cultural event

3:30 PM – Cultural event: *Shelby Farms Horse Riding*

5:00 PM – Depart for hotel check-in

5:30 PM – Check into hotel: *Holiday Inn & Suites Memphis Southeast-Germantown*

7:00 PM – Depart for dinner

7:00 PM – Dinner: Magnolia & May

- Dinner with \$50 meal money

9:30 PM - Depart for hotel

Day Four - Thursday March 21, 2024

Memphis, TN

Everyone checks out of the hotel by 8 AM and loads luggage onto charter bus.

7:00 AM – Breakfast: Enjoy breakfast at the hotel

8:30 AM – Depart hotel for cultural event

9:00 AM – Cultural Event: National Civil Rights Museum

10:30 AM – Depart for lunch

11:00 AM – Lunch: BB King's Blues Club

- Lunch with \$25 meal money

12:30 PM – Cultural Event: Historic Beale Street exploration

1:30 PM – Depart for campus visit

2:00 PM – Campus Visit: *The University of Memphis* (Public)

4:00 PM – Depart for airport

4:30 PM – Arrive at Memphis Airport and check in for flight.

- Dinner with \$25 meal money

Everyone departs MEMPHIS AIRPORT by 6 PM. Arrive in Chicago by 8 PM.

PROGRAM ITINERARY

Triton College TRIO Student Support Services Nashville & Memphis, TN | Spring Break 2024 - Campus Visits: 4

- Cultural Events/Activities: 6
- Students: 15
- Staff: 3

Meeting of <u>February 20, 2024</u> ACTION EXHIBIT NO. <u>17000</u>

SUBJECT: GEORGIA COLLEGE TOUR FOR TRIUMPH & SURGE STUDENTS

RECOMMENDATION: <u>That the Board of Trustees approve the Georgia College Tour for</u> <u>24 students and up to 4 employees to travel overnight for 4 days, March 17-21, 2024.</u> <u>The students will view 6 colleges and universities and tour the MLK Memorial, Apex Museum,</u> <u>and other activities in the Atlanta, Georgia area. The total cost of the entire trip should not exceed</u> <u>\$26,000.</u>

RATIONALE: <u>This college tour provides students with opportunities during spring break to</u> <u>engage with transfer institutions and develop a career mindset as they complete their course of</u> <u>study at Triton College.</u>

Submitted to Board by:

odikonton

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

Board Officers' Signatures Required:

Mark R. Stephens Board Chairman Tracy Jennings Secretary Date

Related forms requiring Board signature: Yes \Box No \boxtimes

TRIUMPH and SURGE SPRING BREAK COLLEGE TOUR-ATLANTA, GEORGIA March 17-21st, 2024

Budget Line:

- Travel Out of State \$19,098.84
- Meeting Expense \$6,032.84
- Student Life: Extra-Curricular Funding: 10-30600525-590900015 \$500

Total Event Cost: \$25,131.40

- Travel Out of State (Hotel & Transportation)- \$19,098.56
- Meeting Expenses (Food, Activities, and Parking) Food: \$3,000 and Activities: \$2992.84 Parking: \$40.00 = Total: 3,032.84

Hotel & Transportation

- Comfort Suites Hotel: 16 double bed rooms \$6,098.56
- Windy City Limousine: 56 passenger motor coach \$13,000

Total: \$19,098.56

3.17.24 – Travel Day

• Dinner: \$704

3.18.24

- Breakfast: Included in Hotel Cost
- Lunch: Emory University Free Vouchers
- Dinner: \$704

3.19.24

- Breakfast: Included in Hotel Cost
- Lunch: Spelman: Total: \$135.00 (Business Check Only-hand delivered). Morehouse College: Total: \$127.50 (Credit Card only).
- Dinner: \$704

3.20.24

- Breakfast: Included in Hotel Cost
- Lunch: Georgia State University \$420.00
- Dinner: Included in Main Event Package.

TRIUMPH and SURGE SPRING BREAK COLLEGE TOUR-ATLANTA, GEORGIA March 17-21st, 2024

3.21.24 – Travel Day

- Breakfast: Included in Hotel Cost
- Lunch: \$704

Parking Cost

Georgia State University - \$10.00 (Credit Card) Georgia Tech - \$30.00 (Credit Card)

Cultural Events & Fun Enrichment Activities

- Apex Museum \$300.00 Business Check (hand delivered)
- MLK Memorial FREE
- World of Coca-Cola \$527.22 Business Check (hand delivered)
- Main Event, Food included \$1,571.62 Business Check (Mailed-FedEx)
- Georgia Aquarium \$594.00
 Total: \$2992.84

SPRING BREAK 2024: GA COLLEGE TOUR Atlanta, Georgia March 17th -21st,2024 24 students and 3-4 staff

Day 1: Sunday, March 17th, 2024

5:00 am	Students Arrive at Triton College
5:30 am	Board Transportation Bus at Triton College 2000 Fifth Ave, River Grove, IL 60171
6:00 am	Depart from River Grove to Comfort Suites Alpharetta 1005 Kingswood PL Alpharetta, GA 30337
8:00 pm	Waffle House 3319 Old Milton Pkwy, Alpharetta, GA 30005
10:00 pm	Arrive at Comfort Suites Alpharetta 1005 Kingswood PL Alpharetta, GA 30337
	Check in at Hotel, unpack, unwind and prepare for the next day!

Day 2: Monday, March 18^t, 2024

7:00 am	Wake Up!!
8:00 am	Breakfast at Hotel
9:00am	Depart Hotel
10:15am	Arrive at Emory University (10:30am – start time) 1390 Oxford Road NE Atlanta, Georgia 30322-1016 Information Session and Walking Tour
12:00pm	Lunch at Emory University (Contacted- Lunch Vouchers)
2:00pm	Depart Emory University – Oglethorpe University
3:00 pm - 5:00 pm	Arrive at Oglethorpe University 4484 Peachtree Rd, NE, Atlanta, GA 30319 Information Session and Walking Tour

- 6:00 pmDepart from OU to Dinner, Grindhouse Killers Burgers1842 Piedmont Ave NE Atlanta, GA 30324. #: (404) 254-2273
- 8:00 pm Arrive at Comfort Suites Alpharetta End of day reflection- Students Free Time -Access to pool

Day 3: Tuesday, March 19th, 2024

8:00 am	Breakfast at Hotel
10:00 am	Depart Hotel
11:30 am	<mark>Clark Atlanta University</mark> 223 James P Brawley Dr SW, Atlanta, GA 30314 Self - Guided – By CAU Students
12:30 pm	Morehouse College (Lunch- Grab Go) (Contacted) 830 Westview Dr SW, Atlanta, GA 30314 Information Session and Walking Tour
12:30 pm	<mark>Spelman College (Lunch- Grab Go)</mark> (Contacted) 350 Spelman Ln SW, Atlanta, GA 30314 Information Session and Walking Tour
1:45 pm	Depart from Morehouse and Spelman to APEX & Martin Luther King, Jr. National Historical Park – The King Center 449 Auburn Avenue, NE, Atlanta, GA
2:00pm – 3:00 pm	Arrive to Apex (Contacted) 135 Auburn Ave. NE Atlanta, GA 30303
3:00pm – 4:00 pm	Martin Luther King, Jr. National Historical Park – The King Center
5:00 pm	Cumberland Mall and Dinner 2860 Cumberland Mall SE
6:30 pm	Taco Mac Cumberland 3101 Cobb Pkwy SE Ste 210, Atlanta, GA 30339
9:00 pm	Arrive at Comfort suites Alpharetta End of the day reflection

Day 4: Wednesday, March 20th, 2024

6:30 a.m.	Wake Up!!
7:00 a.m.	Breakfast at Hotel
7:45 a.m.	Depart Hotel
9:00am	Arrive at Georgia State University Centennial Hall, 100 Auburn Ave NE, Atlanta, GA 30303. Information Session and Walking Tour
10:30am – 11:30 am	Lunch at GSU (Invoiced)
11:40pm	Depart GSU to Georgia Tech
12:00pm – 1:00pm	Arrive at Georgia Tech 350 First Drive NW Atlanta, GA 30332 Information Session and Walking Tour
1:15pm - 4:00PM	World of Coca – Cola 121 Baker St NW, Atlanta, GA 30313
5:00pm	Arrive at Comfort Suites Alpharetta
7:00pm	Main Event Alpharetta 10700 Davis Dr. Alpharetta, GA 3009
9:00pm	End of day reflection - Hotel

Day 4: Thursday, March 21st, 2024

7:00 am 10:00 am	Wake Up!! Breakfast at Hotel Depart Hotel – Georgia Aquarium
1:00pm	Grab Lunch, Hit the road back to Triton College 2000 Fifth Ave, River Grove, IL 60171

Arrive at Triton College (LATE)

Meeting of February 20, 2024

ACTION EXHIBIT NO. 17001

SUBJECT: <u>APPROVAL AND RELEASE OF CLOSED SESSION MINUTES OF THE</u> <u>BOARD OF TRUSTEES</u>

RECOMMENDATION: <u>That the Board of Trustees approve the following Closed Session</u> <u>Minutes: 9/26/23 and 11/28/23 and authorize release of the Closed Session Minutes of the same</u> <u>dates. No closed session meetings were held on 7/18/23, 8/22/23, 10/17/23, and 12/19/23.</u>

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

	Sean Sullivan	
Submitted to Board by:	Sean O'Brien Sullivan, Vice President of Busi	ness Services
Board Officers' Signatu	res Required:	
Mark R. Steph Chairman	ens Tracy Jennings Secretary	Date

Meeting of <u>February 20, 2024</u> ACTION EXHIBIT NO. <u>17002</u>

SUBJECT: DESTRUCTION OF CLOSED SESSION VERBATIM RECORDINGS

RECOMMENDATION: <u>That the Board of Trustees approve the destruction of six (6)</u> verbatim recordings of the Closed Session of the Board of Trustees made on 1/25/22, 2/15/22, 3/15/22, 4/19/22, 5/17/22, and 6/21/22 in accordance with Illinois law.

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

Sean Sullivan

Submitted to Board by:

Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens Chairman Tracy Jennings Secretary Date

Related forms requiring Board signature: Yes \Box No \boxtimes

Meeting of <u>February 20, 2024</u> ACTION EXHIBIT NO. <u>17003</u>

SUBJECT: PROBO MEDICAL, LLC

RECOMMENDATION: <u>That the Board of Trustees approve a vendor limit increase to</u> \$51,000 for FY24 for Probo Medical, LLC.

RATIONALE: <u>Triton College purchased a grant-funded refurbished ultrasound machine this</u> fall and recently received additional grant funds in the amount of \$24,982 to purchase a second refurbished machine. These units will rotate into the replacement schedule of broken or outdated units and will provide students access to updated equipment that reflects the machines currently in use in hospitals and clinical settings. Probo Medical offers the best value to the College which will bring the total FY24 expenditure amount with Probo Medical to \$49,932, exceeding the \$25,000.00 annual limit and necessitating this request. Under Illinois law, purchasing equipment previously owned by an entity other than the district itself is exempt from bidding by state statute (110 ILCS 805/3-27.1).</u>

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

Board Officers' Signatures Required:

Mark R. Stephens Board Chairman Tracy Jennings Secretary Date

Related forms requiring Board signature: Yes \Box No \boxtimes

TRITON COLLEGE DISTRICT #504

SCHEDULE B46.10 VOLUME XLVI February 20, 2024

Continuing Ed Guide Triton College – Summer 2024

The following firms have been invited to submit bids for printing the Continuing Ed Guide Triton College – Summer 2024. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Twenty-nine (29) company were directly solicited. Immediately after the closing hour for receiving bids, which was at 1:30 p.m. local time, Tuesday, February 6, 2024, the bids were publicly opened and read aloud in room A-300 by Danielle Stephens, Purchasing Manager and witnessed by Nancy Schafer, Purchasing Assistant.

COMPANY	NET COST
Woodward Printing Services 11 Means Dr	\$30,271.17
Platteville, WI 53818	

It is recommended that the Board of Trustees accept the proposal submitted by Woodward Printing Services in accordance with their low specified bid. This item was competitively bid according to state statutes.

Recommendation along with tabulation is attached.

APPROVED:

Sean O'Brien Sullivan Vice President – Business Services

A/C Number	01-80300520-540200005
A/C Name	Marketing-Printing
Budget	\$292,000.00
Prev. Expend	\$246,351.98
Schedule	\$ 30,271.17
Balance	\$ 15,376.85

MEMORANDUM

To: Sean Sullivan From: Sam Tolia Date: 2/07/24 Re: Bid Results

Four printers submitted bids for the printing of the Summer 2024 Triton College Continuing Education Guide. The bid is based on printing 145,000 copies at 48 pages plus cover. The cover prints four-color on 80# gloss text and the body prints one-color on 30# newsprint. Also included in the bid is an electronic proof, saddle stitching, storage and simplified mailing.

The 3 responsive bids are as follows:

Indiana Printing and Publishing Company	\$31,985.00
Breese Publishing Company	\$30,633.11
Woodward Printing	\$30,271.17

The bid from FCL Graphics was received but deemed to be non-responsive, because the bid was not fully completed.

Accepting the bid from Woodward Printing is recommended.

Summer 2024- Triton College Continuing Ed Guide Bid Tabulation	Rid Open	ing Tuosday	obruory 6, 2024	of 1:20 pm
	tion Bid Opening Tuesday, February 6, 2024 at 1:30 pm			
	Bresse	Indiana		Woodward
Company Name:	Publising	Printing	FCL Graphics	Printing
145,000 copies, 48 pages plus cover	\$ 28,383.11	\$ 31,985.00	\$ 25,256.00	\$ 30,271.17
Additional signatures + 4	no bid	\$ 836.00	\$ 31,377.00	\$ 3,239.00
+ 8	\$ 33,172.56	\$ 1,608.00	\$ 34,560.00	\$ 4,368.00
+ 16	\$ 37,378.42	\$ 3,152.00	\$ 33,145.00	\$ 3,021.00
Less signatures - 4	no bid	\$ (772.00)	\$ 34,806.00	\$ (3,118.00)
- 8	\$ 27,081.93	\$ (1,544.00)	\$ 36,611.00	\$ (4,114.00)
- 16	\$ 25,276.98	\$ (2,809.00)	\$ 38,156.00	\$ (5,789.00)
Additional M's	\$ 195.00	\$ 215.75	Not Completed	\$ 233.16
Ink: Cover: 4 color (process)	Included	Included	Not Completed	Included
Body: 2 color Black and PMS	Included	Included	Not Completed	Included
Paper: Cover: 80# Gloss Enamel Text	Included	Included	Not Completed	Included
Body: 30# Newsprint	Included	Included	Not Completed	Included
Bindery	Included	Included	Not Completed	Included
Сору	Included	Included	Not Completed	Included
Proofs	Included	Included	Not Completed	Included
Inserts - Per 1,000	\$ 25.00	\$ 24.00	Not Completed	\$ 30.00
Delivery	\$ 1,500.00	Included	Not Completed	Included
Simplified mailing	\$ 750.00	Included	Not Completed	Included
Total Bid:	\$ 30,633.11	\$ 31,985.00	Not Completed	\$ 30,271.17

SPECIFICATIONS

NAME

Summer 2024 Triton College Continuing Ed Guide

PAGES

48 page plus cover; quote cost of plus or minus four-page signatures.

QUANTITY

145,000; give price for additional M's.

SIZE

Tabloid format; 8 1/4" x 10 3/4", saddlestitch.

INK

Cover: Four-color (process). Body: One color (Black)

PAPER

Cover: 80# Gloss Text Body: Good quality, 30# newsprint Note: Clearly indicate whether or not cost of paper is included in base price of bid.

BLEEDS

Cover bleeds 4-sides. Body no bleeds.

BINDERY

Saddlestitch.

COPY

All files will be provided electronically (PDFs) approximately April 12, 2024.

PROOFS

At least one complete electronic proof (PDF) of the complete job is to be submitted to Triton College for approval before printing.

DELIVERY

500 schedules are to be delivered approximately April 26, 2024, in easy-to-handle bundles not to exceed 40 lbs. in weight to: Triton College Warehouse, 2000 Fifth Ave., River Grove, IL 60171

STORAGE

None.

MAILING/2ND DELIVERY

144,500 copies to be prepared for simplified mailing and delivered approximately April 26, 2024, to the Palatine Post Office Facility, 1300 E. Northwest Highway, Palatine 60095-9997.

SCHEDULES PREPARED FOR MAILING SHOULD WEIGH NO MORE THAN 1,500 POUNDS PER PALLET. THE POST OFFICE WILL NOT ACCEPT ANY SKIDS WEIGHING MORE THAN THIS. IF THE POST OFFICE REJECTS SKIDS DUE TO OVERLOADING, IT IS THE PRINTER'S RESPONSIBILITY TO CORRECT THE SITUATION.

IT IS ALSO EXTREMELY IMPORTANT THAT THE WEIGHT OF THE EMPTY PALLET BE WRITTEN ON THE SIDE OF THE PALLET AS WELL AS ON THE PS FORM 3602.

Printer MUST provide Triton College with a CASS-certified Mailing List or subscription that is valid within 90 days before the mailing date. (Please submit with your final Bid)

The mailing is prepared by the printer in accordance with the Domestic Mail Manual Eligibility Standards (343.6.0) Printer should also reference DMM (345.6.0 up to and including 345.6.10.6) to be assured all Postal Regulations are met. (Triton College can NOT make any exceptions to these requirements.)

PRINTER SHOULD FURNISH TO LORI SILVESTRI AT TRITON COLLEGE, J-100, A COMPLETED, SIGNED RECEIPT OF ALL SCHEDULES DELIVERED, INCLUDING THOSE SENT TO THE POST OFFICE.

IN THE EVENT THAT YOU HAVE ANY QUESTIONS REGARDING THE MAIL PREPARATION, YOU CAN CONTACT LORI ANN SILVESTRI AT LORISILVESTRI@TRITON.EDU OR (708)456-0300 EXT 3812.

It will be assumed by Triton College that all bids meet the above specifications unless otherwise specifically stated in proposal.

If additional information or clarification is needed, please phone SamTolia at (708) 456-0300, Ext. 3172.

Castle Printech 121 Industrial Drive DeKalb, IL 60115

ColorArt 101 Workman Court Eureka, MO 63025

United Graphics LLC 1864 S Elmhurst Rd Mt. Prospect, IL 60056

Blue Island Newspaper Printing, Inc, 262 W 147th St Harvey, IL 60426

Breese Publishing P.O. Box 405 Breese, IL 62230

Woodward Printing Services 11 Means Drive Platteville, WI 53818

Custom Services 120 W Laura Drive Addison, IL 60101

PA Hutchison Company 400 Pen Ave Mayfield, PA 18433

Data Reproduction Corporation 4545 Glenmeade Lane Auburn Hills, MI 48326

Envision3 225 Madsen Dr Bloomingdale, IL 60108 Reindl Printing, Inc. 1251 Yosemiti Rd Oconomowoc, WI 53066

Creasey Printing Services 1905 Morning Sun Ln Springfield, IL 62711

Midstates Inc 4820 Capital Ave NE Aberdeen, SD 57401

Precise Printing Network 2190 Gladstone Ct Ste A Glendale Heights, IL 60139

Regional Publishing Corp 12243 S Harlem Palos Heights, IL 60463

Mignone Communication, Inc. 169 S Jefferson St Berne, IN 46711

Vouge Printers 820 S Northpoint Blvd Waukegan, IL 60085

Indiana Printing 775 Indian Springs Rd Indiana, PA 15701

Topweb 5450 N Northwest Highway Chicago, IL 60630

The Printing Works 2485 E Devon Ave Elk Grove Village, IL 60007 Master Graphics, LLC 1100 S Main Street Rochelle, IL 61068

Signature Offset 13801 E 33rd PI, Unit F Aurora, CO 80011

Journal Topics/Wessell Web 622 Graceland Ave Des Plaines, IL 60016

Creekside Printing 1175 Davis Road Elgin, IL 60123

John S Swift 999 Commerce Ct Buffalo Grove, IL 60089

The Viking Printing Group 497 Widgeon Ln Bloomington, IL 60108

FLC Graphics Inc. 4600 N Olcott Ave Harwood Heights, IL 60706

K.K Stevens Publishing Co. 100 N Pearl St Astoria, IL 61501

EP Graphics 169 Jefferson St Berne, IN 46711

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