



**Regular Meeting of the  
Board of Trustees**

**Agenda**

**Tuesday, February 19, 2019**

- I. CALL TO ORDER** February 19, 2019 at 6:30 p.m.
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LV**  
[Minutes of the Regular Board Meeting of January 22, 2019, 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. [Board Policy – First Reading](#)  
[Academic Affairs 6020 Academic Attendance Records](#)
  - B. [Action Exhibits](#)
    - [16245 Budget Transfers](#)
    - [16246 Chicago Office Technology Group – Purchase and Installation of Smart Technology and Multimedia Equipment](#)
    - [16247 Master Service Agreement with Castle Branch Inc. for Health Career Student Screening](#)
    - [16248 Agreement with Rosemont Theatre](#)

[16249 Clinical Affiliation Agreement with Little Company of Mary Hospital and Health Care Center, Inc.](#)

[16250 Fee Waiver for MABAS Division 20 EMS Safety Training](#)

[16251 Destruction of Closed Session Verbatim Recordings](#)

[16252 Approval and Release of Closed Session Minutes of the Board of Trustees](#)

[16253 Emergency Computer Repair Expenditure – Confirmation of Board Poll](#)

C. Purchasing Schedules

D. Bills and Invoices

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

F. Human Resources Report

Offer Position:

3.2.01 Derek Salinas-Lazarski, Associate Dean of Arts & Sciences

**XIV. COMMUNICATIONS – INFORMATION**

A. Human Resources Information Materials

B. Informational Material

**XV. ADJOURNMENT**

**CALL TO ORDER/ROLL CALL**

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:39 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Mr. Luke Casson, Ms. Erendira Garcia, Ms. Donna Peluso, Mrs. Elizabeth Potter, Mr. Jay Reyes, Mr. Mark Stephens, Ms. Diane Viverito.

Absent: Mr. Glover Johnson.

Mr. Stephens noted that Mr. Johnson is traveling for work.

**APPROVAL OF BOARD MINUTES**

Ms. Peluso made a motion, seconded by Ms. Viverito, to approve the minutes of the Regular Board Meeting of December 18, 2018. Voice vote carried the motion unanimously.

**COMMENTS ON THIS AGENDA**

None.

**CITIZEN PARTICIPATION**

Daniele Manni, Faculty Association VP of Salary & Welfare, voiced faculty concerns about appointing a vice president without a national search, commenting that while the President has the right to do so, it excludes stakeholders from the process and bypasses an article in the faculty contract, depriving their right to be interviewed for the position.

TCFA President Joe Dusek also voiced concerns about the vp appointment process, expressing the opinion of the TCFA that all administrative positions should go through search committees that reflect campus diversity. He proceeded to read from a prepared release about the appointment.

Chairman Stephens addressed the faculty concerns, noting that he understands and respects their position. He does, however, concur with President Moore's recommendation, which was made based on the best interests of the college, and believes that the college is moving forward with momentum to address issues such as enrollment, achievement gaps, and state mandates.

**REPORTS/ANNOUNCEMENTS – Employee Groups**

Mid-Management Association President Kay Frey reported that managers had their after-the-holidays lunch meeting, are planning their In-Service, and are helping students get back to school.

Classified Association President Renee Swanberg wished everyone a happy new year and new semester and reported that classified are planning their In-Service for Thursday, March 21.

### **STUDENT SENATE REPORT**

TCSA President Carlos Garcia Sanchez reported that a CampusNet meeting will be held tomorrow (for Student Club Presidents), and Club Days for all students will be held next week.

### **BOARD COMMITTEE REPORTS**

#### Academic Affairs/Student Affairs

This committee does not meet in January.

#### Finance/Maintenance & Operations

Ms. Peluso reported that the committee met on January 7, reviewed seven new business items and a pending bid opening, and forwarded all new business items to the Board with a recommendation for approval.

### **ADMINISTRATIVE REPORT**

Quarterly Grants Report: Executive Director of Grants Development Sacella Smith provided the grants update highlighting the following. Awards include a grant from the Westlake Health Foundation, long-time supporters of the institution, in the amount of \$608,000 over three years. A CTE Leadership grant from the ICCB in the amount of \$50,000 for Women of Color will provide support for CTE student in connecting with work experience.

### **PRESIDENT'S REPORT**

President Mary-Rita Moore welcomed all back to the new semester. She reported that faculty were receptive at the spring workshop discussion of assessment, and as the year progresses, dialog will continue related to the four priorities at the college for advancing student success: 1) meeting students' basic needs; 2) strengthening teaching and learning; 3) implementing guided pathways; and 4) rethinking services. President Moore thanked everyone for their continued collaborative work.

### **CHAIRMAN'S REPORT**

Chairman Mark Stephens discussed various issues as follows. There is a new administration in Springfield, and consultant Randy Barnette was there for the swearing-in of the new Governor. Mr. Barnette will continue to be present in Springfield on behalf of the College to advocate for additional funding.

The Men's Basketball team, Division I as of this season, is currently 16-2 and plays tomorrow night. The Women's Basketball team is in a good position, currently fighting for the conference title. Everyone was encouraged to support our student athletes and attend games.

Chairman Stephens discussed the activity at the East Campus Athletic Complex with youth groups using our fields. Having youth teams and their families on campus helps build a positive impression of the college in the community, and he has asked administration to look at furthering our overall goals using those facilities.

Mr. Stephens acknowledged Associate Vice President of Facilities John Lambrecht and his crew for the appearance of the campus, including outstanding holiday decorations and excellent snow removal.

Chairman Stephens announced that a Board Organizational meeting will be established between the dates of April 23-30; information on the meeting will be posted when finalized.

## **NEW BUSINESS**

### **ACTION EXHIBITS**

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

- 16236 Budget Transfers**
- 16237 Amendment to the Fiscal Year 2019 Operating Budget**
- 16238 Prevailing Wage Resolution 2018-19**
- 16239 LJ Morse – Project Approval/Vendor Limit Increase – Confirmation of Board Poll**
- 16240 Student Housing Agreement with Elmhurst College**
- 16241 Heartland Business Systems – Terms and Conditions for Purchases**
- 16242 Gottlieb Memorial Hospital Cooperative Agreement Addendum**
- 16243 Titles for Library Removal/Weeding**
- 16244 Waiver of Facilities Rental Fee for Italian American Human Relations Foundation of Chicago**

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

### **PURCHASING SCHEDULES**

#### **B41.14 Toilet Room Renovations – Building A – Confirmation of Board Poll**

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

### **BILLS AND INVOICES**

Ms. Peluso made a motion, seconded by Mrs. Potter, to pay the Bills and Invoices in the amount of \$1,075,639.05.

Roll Call Vote:

- Affirmative: Mr. Casson, Ms. Garcia, Ms. Peluso, Mrs. Potter, Mr. Reyes,  
Ms. Viverito, Mr. Stephens.
- Absent: Mr. Johnson.

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

### **CLOSED SESSION**

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

#### **Roll Call Vote:**

Affirmative: Mr. Casson, Ms. Garcia, Ms. Peluso, Mrs. Potter, Mr. Reyes,  
Ms. Viverito, Mr. Stephens.

Absent: Mr. Johnson.

Motion carried 6-0 with the Student Trustee voting yes. The Board went into Closed Session at 7:22 p.m.

### **RETURN TO OPEN SESSION**

Mr. Stephens made a motion to return to Open Session, seconded by Mr. Reyes.

#### **Roll Call Vote:**

Affirmative: Mr. Casson, Ms. Garcia, Ms. Peluso, Mrs. Potter, Mr. Reyes,  
Ms. Viverito, Mr. Stephens.

Absent: Mr. Johnson.

Motion carried 6-0 with the Student Trustee voting yes. The Board returned to Open Session at 7:30 p.m.

### **HUMAN RESOURCES REPORT**

#### **1.0 Faculty**

Ms. Viverito made a motion, seconded by Mr. Casson, to approve page 1 of the Human Resources Report, items 1.1.01 and 1.2.01. Voice vote carried the motion unanimously.

#### **2.0 Adjunct Faculty**

Ms. Viverito made a motion, seconded by Ms. Peluso, to approve pages 2 through 4 of the Human Resources Report, items 2.1.01 through 2.9.02. Voice vote carried the motion unanimously.

#### **3.0 Administration**

Mr. Reyes made a motion, seconded by Mr. Casson, to approve page 5 of the Human Resources Report, items 3.1.01 through 3.4.01. Voice vote carried the motion unanimously.

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

Mrs. Potter made a motion, seconded by Ms. Peluso, to approve pages 6 and 7 of the Human Resources Report, items 4.1.01 through 4.5.01. Voice vote carried the motion unanimously.

**5.0 Mid-Management**

Ms. Peluso made a motion, seconded by Ms. Viverito, to approve pages 8 and 9 of the Human Resources Report, items 5.1.01 through 5.6.01. Voice vote carried the motion unanimously.

**6.0 Hourly Employees**

Ms. Viverito made a motion, seconded by Mr. Reyes, to approve pages 10 and 11 of the Human Resources Report, items 6.1.01 through 6.3.05. Voice vote carried the motion unanimously.

**7.0 Other**

Mrs. Potter made a motion, seconded by Ms. Viverito, to approve pages 12 and 13 of the Human Resources Report, items 7.1.01 through 7.5.01. Voice vote carried the motion unanimously with the exception of items 7.3.01 and 7.3.02, which carried 5-0 with Trustee Reyes abstaining and the Student Trustee voting yes.

**ADJOURNMENT**

There being no further business before the Board, a motion was made by Ms. Peluso to adjourn the meeting, seconded by Mrs. Potter. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 7:34 p.m.

Submitted by: Mark R. Stephens  
Board Chairman

Diane Viverito  
Board Secretary

Susan Page  
Susan Page, Recording Secretary

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

Meeting of February 19, 2019

POLICY SECTION Academic Affairs

POLICY NO. 6020

First Reading ☒

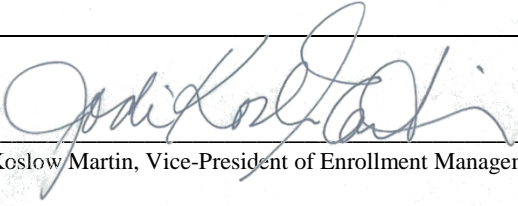
Second Reading ☐

**TITLE:** ACADEMIC ATTENDANCE RECORDS

**PURPOSE:** Policy change is recommended to update guidelines for recording student attendance in class(es).

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**Submitted to Board by:**

  
Jodi Koslow Martin, Vice-President of Enrollment Management and Student Affairs

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**Board Officers' Signatures Required:**

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**Mark R. Stephens**  
Chairman

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**Diane Viverito**  
Secretary

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**Date**



**BOARD OF TRUSTEES, DISTRICT 504  
ACADEMIC ATTENDANCE RECORDS**

**ACADEMIC AFFAIRS  
POLICY 6020  
ADOPTED: 06/25/91  
AMENDED: 08/19/14  
AMENDED:**

The Triton College Board of Trustees believes it is essential that all faculty maintain accurate attendance records for all students enrolled in every course at the college.

The following will apply to all faculty:

1. Attendance must be reported on class rosters and/or attendance sheets.
2. Students who fail to begin attendance by the census date of the course must be withdrawn within 48 hours and the never attended status reflected on attendance records.
3. Midterm verification of attendance must be submitted to the appropriate college department within ~~72 hours~~ **two weeks** of the midterm date.
4. At the end of each semester, class attendance records must be submitted to the Records Office.

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

Meeting of February 19, 2019

ACTION EXHIBIT NO. 16245

**SUBJECT:** BUDGET TRANSFERS

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

**RATIONALE:** Transfers are recommended to accommodate institutional priorities.

See description on attached forms.

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

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**Board Officers' Signatures Required:**

<u>Mark R. Stephens</u> Chairman	<u>Diane Viverito</u> Secretary	<u>                    </u> Date
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Related forms requiring signature: Yes            No   X

**PROPOSED BUDGET TRANSFERS - FY 2019  
FOR THE PERIOD 1/1/19 to 1/31/19**

FROM		
ID#	AREA	ACCT #
<b>EDUCATION FUND</b>		
1	English	01-10102510-550300010
2	Horticulture	01-10300535-550300005
3	Dean, Health Occupations	01-20801040-540200005
4	AVP Academic Affairs	01-80100515-530800005
5	AVP Academic Affairs	01-80100515-580600005
6	Center For Teaching Ex	01-80900510-530900010
7	Center For Teaching Ex	01-80900510-530900010
8	Professional Development	01-80900540-550100005

TO		
AREA	ACCT #	AMOUNT
English	01-10102510-540600010	\$ 1,050.00
Horticulture	01-10300535-540100210	1,000.00
Allied Health	01-10401005-540200010	350.00
AVP Academic Affairs	01-80100515-540100110	1,500.00
AVP Academic Affairs	01-80100515-530900010	23,000.00
Center For Teaching Ex	01-80900510-540100110	300.00
Center For Teaching Ex	01-80900510-540600005	200.00
Professional Development	01-80900540-540700005	10,000.00
<b>TOTAL EDUCATION FUND</b>		<b>\$ 37,400.00</b>

FROM		
ID#	AREA	ACCT #
<b>AUXILIARY FUND</b>		
9	Men's Basketball	05-60401015-580500005
10	Men's Basketball	05-60401015-580500005
11	Cernan Earth & Space Center	05-60900505-580700005
12	Collins Center Pool	05-60900510-530400010

TO		
AREA	ACCT #	AMOUNT
Men's Basketball	05-60401015-550200005	\$ 2,100.00
Men's Basketball	05-60401015-550300005	850.00
Cernan Earth & Space Center	05-60900505-540900505	4,000.00
Collins Center Pool	05-60900510-540900505	3,250.00
<b>TOTAL AUXILIARY FUND</b>		<b>\$ 10,200.00</b>

FROM		
ID#	AREA	ACCT #
<b>RESTRICTED FUND</b>		
13	NSF Noyce SubAward	06-20905038-540900505
14	NSF STEM	06-20905050-520900000

TO		
AREA	ACCT #	AMOUNT
NSF Noyce SubAward	06-20905038-530900010	\$ 4,000.00
NSF STEM	06-20905050-510300030	5,898.60
<b>TOTAL RESTRICTED FUND</b>		<b>\$ 9,898.60</b>

<b>TOTAL PROPOSED BUDGET TRANSFERS</b>	<b>\$ 57,498.60</b>
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Budget Transfer Form

Dollar Amount

\$1050

Object Code Description

From what Budget Account

01 10102510 550300010

English: Prof Dev-Travel-Out of State

To what Budget Account

01 10102510 540600010

English: Pro Dev-Publications &amp; dues

Is this a Grant?

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

Grant Accountant?

Include Attachments: Yes ☐ No ☒

Rationale:

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

All Professional Development money is budgeted annually in the Out of State Travel account.

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

Money is needed to pay for English Faculty Professional Development membership dues and subscriptions.

Required Signatures

Requestor

DocuSigned by:

Diane Hope

1/22/2019

Cost Center Manager

DocuSigned by:

Dr. Michael Flaherty

1/22/2019

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:

Kevin Li

1/22/2019

Associate Vice President

DocuSigned by:

Paul Jensen

1/22/2019

Area Vice President

DocuSigned by:

Debra Baker

1/22/2019

## BUSINESS OFFICE APPROVALS

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

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

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

AVP of Finance: \_\_\_\_\_

VP of Business Services: \_\_\_\_\_

Entered by:

B4123 DS 1/29/19

**Budget Transfer Form**

Dollar Amount

\$1,000

From what Budget Account

01 - 10300535 - 550300005

Object Code Description

Horticulture: Travel out of State

To what Budget Account

01 - 10300535 - 540100210

Horticulture: Instructional Supplies

Is this a Grant?

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

Grant Accountant?

Include Attachments: Yes ☐ No ☒**Rationale:****Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

The budget was originally prepared with needs of full time faculty in mind, but since there are no full time faculty. The funds are needed now for instructional supplies due to funds spent on the fence that was not a planned expenditure.

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

The funds will allow us to purchase needed supplies for the horticulture program and benefit the hospitality program by offsetting food costs.

**Required Signatures****Requestor**

DocuSigned by:

Henry Boluleke

1/11/2019

E3E0904C56AD4B2

DocuSigned by:

**Cost Center Manager**

Henry Boluleke

1/11/2019

E3E0904C56AD4B2

**Associate Dean (If Applicable)****Dean (If Applicable)**

DocuSigned by:

Henry Boluleke

1/11/2019

E3E0904C56AD4B2

**Associate Vice President**

Paul Jensen

1/16/2019

ATPC006881974DE

**Area Vice President**

Debra Baker

1/18/2019

930517A3CD2A4D5

**BUSINESS OFFICE APPROVALS**

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

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

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

AVP of Finance: \_\_\_\_\_

VP of Business Services: \_\_\_\_\_

Entered by: B4108 DS 1/18/19

Budget Transfer Form

Dollar Amount

\$350.00

Object Code Description

From what Budget Account

01 - 20801040 - 540200005

Dean, Health Occupations: Printing

To what Budget Account

01 - 10401005 - 540200010

Allied Health: Copier Charge

Is this a Grant?

Yes ☐ No ☒

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

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

Grant Accountant?

Include Attachments: Yes ☐ No ☒

Rationale:

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

The printing budget was overestimated for this fiscal year and money is needed in another account.

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

Funds in copier charge was underestimated and more funds are needed for the spring semester.

Required Signatures

Requestor

DocuSigned by:

Linda Martinez

1/15/2019

Cost Center Manager

DocuSigned by:

Susan Campos

1/15/2019

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:

Susan Campos

1/15/2019

Associate Vice President

DocuSigned by:

Paul Jensen

1/15/2019

Area Vice President

DocuSigned by:

Delra Baker

1/15/2019

## BUSINESS OFFICE APPROVALS

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

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

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

AVP of Finance: \_\_\_\_\_

VP of Business Services: \_\_\_\_\_

Entered by: B4105 DS

1/17/19

Budget Transfer FormDollar Amount \$1500.00

		Object Code Description
From what Budget Account	01 - 80100515 - 530800005	Instructional Service
To what Budget Account	01 - 80100515 - 540100110	Office Supplies

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

Grant Accountant?

Include Attachments: Yes ☐ No ☒Rationale:

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

There are less Instructional Services need this fiscal year compared to last fiscal year.

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

There were no funds allocated in the Office Supplies account at the beginning of the fiscal year.

Required Signatures

Requestor

DocuSigned by:	<u>Eraina McDonald</u>	1/10/2019
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Cost Center Manager

DocuSigned by:	<u>Paul Jensen</u>	1/10/2019
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Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:	<u>Garrick Abegtian</u>	1/16/2019
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Area Vice President

DocuSigned by:	<u>Debra Baker</u>	1/18/2019
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BUSINESS OFFICE APPROVALS

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

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

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

AVP of Finance: \_\_\_\_\_

VP of Business Services: 1/18/19Entered by: B4110 DS 1/18/19

**Budget Transfer Form****Dollar Amount**

\$23,000

**From what Budget Account**

01 - 80100515 - 580600005

**Object Code Description**

AVPAA: Equipment - Instructional &gt;5K

**To what Budget Account**

01 - 80100515 - 530900010

AVPAA: Other Contractual

Is this a Grant?  
Yes ☐ No ☒\*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
"This is an allowable transfer under the (name of grant) guidelines"**Grant Accountant?****Include Attachments:** Yes ☐ No ☒**Rationale:****Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

Purchases of some instructional equipment &gt;5K will be deferred until FY20 to allow purchase of non-instructional equipment required for automotive students working in uncomfortable temperatures while taking automotive lab courses.

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

Funds are need for Broadway Electric to provide new three-phase electrical service to the ceilings of the T-Building auto bays to support the installation of oversized air circulation fans.

**Required Signatures****Requestor**DocuSigned by:  
Paul Jensen

1/11/2019

**Cost Center Manager**DocuSigned by:  
Paul Jensen

1/11/2019

**Associate Dean (If Applicable)****Dean (If Applicable)****Associate Vice President**DocuSigned by:  
Paul Jensen

1/11/2019

**Area Vice President**DocuSigned by:  
Debra Baker

1/16/2019

**BUSINESS OFFICE APPROVALS****Grant Accountant:** \_\_\_\_\_**Asst. Director of Finance** \_\_\_\_\_**Exec. Director of Finance:** \_\_\_\_\_**AVP of Finance:** \_\_\_\_\_**VP of Business Services:** \_\_\_\_\_**Entered by:** B4106 DSI/1/17/19



**Budget Transfer Form**Dollar Amount \$300From what Budget Account 01 80900510 530900010 **Object Code Description**  
Other Contractual ServicesTo what Budget Account 01 80900510 540100110 Office SuppliesIs this a Grant?  
Yes ☐ No ☒\*If you are submitting a grant transfer, the following statement must appear in the Rationale:  
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes ☐ No ☒**Rationale:****Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

It is estimated that the other contractual services budget will have some money left over, approximately \$1000, for this fiscal year.

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

Additional funds are needed to buy office supplies for the spring CTE events.

**Required Signatures****Requestor**DocuSigned by:  
Shelley Tiwari 1/10/2019**Cost Center Manager**DocuSigned by:  
Shelley Tiwari 1/10/2019**Associate Dean (If Applicable)****Dean (If Applicable)****Associate Vice President**DocuSigned by:  
Paul Jensen 1/10/2019**Area Vice President**DocuSigned by:  
Debra Baker 1/10/2019**BUSINESS OFFICE APPROVALS**

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

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

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

AVP of Finance: \_\_\_\_\_

VP of Business Services: [Signature] 1/11/19Entered by: B41099 DS 1/15/19

**Budget Transfer Form**Dollar Amount \$200

From what Budget Account

01 - 80900510 - 530900010

Object Code Description

Other Contractual Services

To what Budget Account

01 - 80900510 - 540600005

Publications &amp; Dues

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

Grant Accountant?

Include Attachments: Yes ☐ No ☒**Rationale:****Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

It is estimated that the other contractual services budget will have some money left over, approximately \$1000, this fiscal year.

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

Funds are needed to buy the annual subscription of a teaching newsletter.

**Required Signatures****Requestor**

DocuSigned by:

Shelley Tiwari

1/9/2019

**Cost Center Manager**

DocuSigned by:

Shelley Tiwari

1/9/2019

**Associate Dean (If Applicable)****Dean (If Applicable)****Associate Vice President**

DocuSigned by:

Paul Jensen

1/9/2019

**Area Vice President**

DocuSigned by:

Debra Baker

1/10/2019

**BUSINESS OFFICE APPROVALS**

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

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

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

AVP of Finance: \_\_\_\_\_

VP of Business Services: Shelley Tiwari 1/15/19Entered by: B4100 DS 1/15/19

**Budget Transfer Form****Dollar Amount**

\$10,000

**From what Budget Account**

01 - 80900540 - 550100005

**Object Code Description**

Meeting Expense

**To what Budget Account**

01 - 80900540 - 540700005

Advertising

Is this a Grant?

Yes ( ) No (X)

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

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

Grant Accountant?

Include Attachments: Yes ( ) No (X)

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

The number of training and workshops offered through the Professional Development Center were limited without a Director

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

An increased number of vacancies and new positions that require advertising to compete for qualified and diverse applicants

**Required Signatures****Requestor**

DocuSigned by:

Joe Klinger

1/28/2019

D123C0A7D82E490...

**Cost Center Manager**

DocuSigned by:

Joe Klinger

1/28/2019

D123C0A7D82E490...

**Associate Dean (If Applicable)****Dean (If Applicable)****Associate Vice President**

DocuSigned by:

Garrick Abegtian

1/28/2019

1BES2EAC761045D...

**Area Vice President**

DocuSigned by:

Sean Sullivan

1/28/2019

642220251EC74A1...

**BUSINESS OFFICE APPROVALS****Grant Accountant:****Asst. Director of Finance****Exec. Director of Finance:****AVP of Finance:****VP of Business Services:**

Entered by:

B4122 DS 1/29/19

**Budget Transfer Form**

Dollar Amount

\$2,100.00

From what Budget Account

05 - 60401015 - 580500005

Object Code Description

Men's Basketball Equipment

To what Budget Account

05 - 60401015 - 550200005

Men's Basketball In-State Travel

Is this a Grant?

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

Grant Accountant?

Include Attachments: Yes ☐ No ☒**Rationale:**

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

All basketball equipment has been purchased for this school year and funds are no longer needed.

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

More funds are needed to cover meal money expenses through the Region IV play-offs.

**Required Signatures**

Requestor

DocuSigned by:

Harry McGinnis

1/8/2019

Cost Center Manager

DocuSigned by:

Harry McGinnis

1/8/2019

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:

Debbie Banness-King

1/8/2019

Associate Vice President

DocuSigned by:

Garrick Abegtian

1/10/2019

Area Vice President

DocuSigned by:

Jodi Koslow-Martin

1/10/2019

**BUSINESS OFFICE APPROVALS**

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

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

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

AVP of Finance: \_\_\_\_\_

VP of Business Services: \_\_\_\_\_

Entered by: B4101 DS 1/15/19

**Budget Transfer Form**

Dollar Amount

\$850.00

From what Budget Account

05 60401015 580500005

Object Code Description

Men's Basketball Equipment

To what Budget Account

05 60401015 550300005

Men's Basketball Out-of-State Travel

Is this a Grant?

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

Grant Accountant?

Include Attachments: Yes ☐ No ☒**Rationale:****Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

All Basketball equipment has been purchased for this year and funds are no longer needed.

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

More funds are needed to cover meal money expenses for the remaining out-of-state men's basketball games on this year's schedule, not including any national tournament appearances.

**Required Signatures****Requestor**

DocuSigned by:

Harry McGinnis

1/8/2019

D4FD06829D76411...

DocuSigned by:

**Cost Center Manager**

Harry McGinnis

1/8/2019

D4FD06829D76411...

**Associate Dean (If Applicable)****Dean (If Applicable)**

DocuSigned by:

Debbie Baness-King

1/8/2019

CBC4A10E83442E...

DocuSigned by:

**Associate Vice President**

Garrick Arzetaian

1/10/2019

1B852EAC767043D...

DocuSigned by:

**Area Vice President**

Jodi Koslow-Martin

1/10/2019

79839C5A5A2346C...

**BUSINESS OFFICE APPROVALS**

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

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

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

AVP of Finance: \_\_\_\_\_

VP of Business Services: \_\_\_\_\_

Entered by: B4102 DS 1/15/19

Budget Transfer Form

Dollar Amount

\$4,000.00

Object Code Description

From what Budget Account

05 - 60900505 - 580700005

Service Equipment &gt;5K

To what Budget Account

05 - 60900505 - 540900505

Other Materials and Supplies

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

Grant Accountant?

Include Attachments: Yes ☐ No ☒**Rationale:**

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

The Cernan Earth and Space Center does not anticipate purchasing any service equipment during this fiscal year.

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

The Cernan Center needs additional funds for rocket camp supplies for June 2019, Apollo 50th anniversary activities, and several smaller projects.

Required Signatures

Requestor

DocuSigned by:

Kris McCall

1/16/2019

Cost Center Manager

DocuSigned by:

Jim Reynolds

1/16/2019

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:

Garrick Abegtian

1/18/2019

Area Vice President

DocuSigned by:

Sean Sullivan

1/18/2019

**BUSINESS OFFICE APPROVALS**

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

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

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

AVP of Finance: \_\_\_\_\_

VP of Business Services: \_\_\_\_\_

Entered by: B4109 DS 1/18/19

Budget Transfer Form

Dollar Amount

\$3,250.00

From what Budget Account

05 60900510 530400010

Object Code Description

Collins Center Pool : Maintenance Services

To what Budget Account

05 60900510 540900505

Collins Center Pool : Other Materials &amp; Supplies

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

Grant Accountant?

Include Attachments: Yes ☐ No ☒Rationale:

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

The maintenance services has over \$4,000 available and it is estimated that only \$1,000 will be needed for the balance of the fiscal year.

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

Funds are needed to purchase uniforms, soap, storage, and shelving units.

Required Signatures

Requestor

Designated by: Dimitri Jankovskas 1/14/2019

Cost Center Manager

Designated by: Julianne Murphy 1/14/2019

Associate Dean (If Applicable)

Dean (If Applicable)

Designated by: Kevin Li 1/14/2019

Associate Vice President

Designated by: Paul Jensen 1/14/2019

Area Vice President

Designated by: Debra Baker 1/14/2019BUSINESS OFFICE APPROVALS

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

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

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

AVP of Finance: \_\_\_\_\_

VP of Business Services: [Signature] 1/16/19Entered by: B4104 DS 1/17/19

**Budget Transfer Form****Dollar Amount**\$4000.00**From what Budget Account**06 20905038 540900505**Object Code Description**

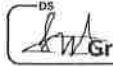
NSF Noyce SubAward : Other Materials &amp; Supplies

**To what Budget Account**06 20905038 530900010

NSF Noyce SubAward : Other Contractual Services

**Is this a Grant?**

Yes (X) No ( )

**\*If you are submitting a grant transfer, the following statement must appear in the Rationale:****"This is an allowable transfer under the (name of grant) guidelines"****Grant Accountant?** Robert Mungerson**Include Attachments:** Yes ( ) No (X)**Rationale:****Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

Instead of using these funds for materials and supplies, the PIs (Dominican University), and Co-PI (Triton College) would like to use them to compensate the facilitators of the second workshop, scheduled to be delivered at Triton College. This is an allowable transfer under the NSF Noyce SubAward.

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

It was discussed and decided between the Grant PIs (Dominican University), and Co-PI (Triton College), that the second workshop approved as one of the activities would be better facilitated at Triton College, with the possibility to invite a larger number of participants. As such, funds from 'Other Materials & Supplies', which will not be used, should be transferred into 'Other Contractual Services' in order to compensate the workshop facilitators. This is an allowable transfer under the NSF Noyce SubAward.

**Required Signatures****Requestor**

DocuSigned by:

Gabriel Guyman1/14/2019**Cost Center Manager**

DocuSigned by:

Gabriel Guyman1/17/2019**Associate Dean (If Applicable)****Dean (If Applicable)**

DocuSigned by:

Kevin Li1/23/2019**Associate Vice President**

DocuSigned by:

Paul Jensen1/23/2019**Area Vice President**

DocuSigned by:

Debra Baker1/23/2019**BUSINESS OFFICE APPROVALS****Grant Accountant:** **Asst. Director of Finance:** **Exec. Director of Finance:** **AVP of Finance:** **VP of Business Services:**  1/29/19**Entered by:** B4121 DS1/29/19



**Budget Transfer Form**Dollar Amount \$5,898.60

			<b>Object Code Description</b>
From what Budget Account	06	20905050	520900000
			Other Employee Benefits
To what Budget Account	06	20905050	510300030
			FT Extra Duty Non-Chair/Coor

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

Grant Accountant? Elizabeth Zytron

Include Attachments: Yes ☐ No ☒**Rationale:****Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

During the proposal budget, other employee benefits (fringe benefits in NSF language) were miscalculated, resulting in a significant surplus. The transfer into FT extra duty is to compensate PI Turner for 0.75 months salary equivalent in Year 1 as agreed to by the project team and the grants office. This is an allowable transfer under the NSF grant guidelines.

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

The transferred funds into the FT Extra Duty Non-Chair/Coor line item is to compensate PI Turner for 0.75 months salary equivalent in Year 1 of the grant as agreed to by the project team and the grants office.

**Required Signatures****Requestor**DocuSigned by:  
Renee Chambers 1/17/2019**Cost Center Manager**DocuSigned by:  
Sheldon Turner 1/18/2019**Associate Dean (If Applicable)**DocuSigned by:  
Ric Sugriva 1/18/2019**Dean (If Applicable)**DocuSigned by:  
Kevin Li 1/18/2019**Associate Vice President**DocuSigned by:  
Paul Jensen 1/18/2019**Area Vice President**DocuSigned by:  
Debra Baker 1/18/2019**BUSINESS OFFICE APPROVALS**

Grant Accountant:

E Zytron 1/23/19

Asst. Director of Finance



Exec. Director of Finance:



AVP of Finance:

Entered by: B411925 1/28/19

VP of Business Services:

1/24/19

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

Meeting of February 19, 2019

ACTION EXHIBIT NO. 16246

**SUBJECT: CHICAGO OFFICE TECHNOLOGY GROUP - PURCHASE AND  
INSTALLATION OF SMART TECHNOLOGY AND MULTIMEDIA  
EQUIPMENT**

**RECOMMENDATION:** That the Board of Trustees approve the purchase and installation of  
SMART technology and multimedia equipment for ten (10) new classrooms and equipment  
upgrade in nine (9) additional classrooms from Chicago Office Technology Group for the quoted  
price of \$62,088.75.

**RATIONALE:** Updating classrooms with SMART Technology and multimedia equipment will  
provide Triton with the essential technology tools that promote, support, and sustain effective  
teaching and learning. This technology provides an engaging and interactive method for instructors  
to deliver course content to their students. Purchases and contracts for the use, purchase,  
movement, or installation of data processing equipment, software, or services are exempt from  
state bidding requirements.

**Submitted to Board by:** Sean Sullivan  
(Vice President) Sean Sullivan

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**Board Officers' Signatures Required:**

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Mark R. Stephens</b> <b>Chairman</b>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Diane Viverito</b> <b>Secretary</b>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Date</b>
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Related forms requiring signature: Yes X No



A Xerox Company

Brad Swidler  
3 Territorial Court  
Bolingbrook, IL 60440  
Phone: 630.201.7007  
Fax: 630.771.2604

# Sales Order

CUSTOMER #			CUSTOMER #		
BILL TO CUSTOMER NAME (PLEASE PRINT) <b>Triton College</b>			SHIP TO CUSTOMER NAME (PLEASE PRINT) (SAME AS BILL TO? ) <input type="checkbox"/>		
ADDRESS			ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
CUSTOMER CONTACT NAME		CUSTOMER PHONE #	CUSTOMER CONTACT NAME		CUSTOMER PHONE #

EQUIPMENT INFORMATION				
QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
10		SBX885E	\$2,119.00	\$21,190.00
19		EPSON Powerlite 685W for smart projector with wall mount	\$1,320.00	\$25,080.00
19		EPSON SPEAKERS	\$108.00	\$2,052.00
19		RS-232	\$10.25	\$194.75
10		Cable kit (includes 40616,28101,29338, 2-04108, 2-29675)	\$113.00	\$1,130.00
9		Y cable splitter	\$8.00	\$72.00
19		Retrofit kit for SMART	\$32.00	\$608.00
19		Wire mold	\$48.00	\$912.00
10		Installation for full SMART Setup	\$595.00	\$5,950.00
9		Installation for retrofit setup	\$465.00	\$4,185.00
<b>PAYMENT TERMS</b>			<b>SUBTOTAL</b>	<b>\$61,373.75</b>
<b>PAYMENT TERMS = NET 30 DAYS</b>			<b>TAX = 8.5% / TAX EXEMPT <input checked="" type="checkbox"/></b>	
<b>SPECIAL TERMS:</b>			<b>DELIVERY</b>	<b>\$ 715.00</b>
<b>(Requires Approval)</b>			<b>TOTAL</b>	<b>\$62,088.75</b>

CUSTOMER ACCEPTANCE	
<p>WE HERBY AGREE to purchase the item(s) listed above in accordance with the terms and provisions set forth on both sides hereof. Customer acknowledges that it has read this agreement of sale and understands and agrees to all terms and conditions stated on both sides herein.</p> <p>I authorize Chicago Office Technology Group to obtain credit information from any consumer reporting agency to determine credit worthiness. I understand that if credit worthiness cannot be determined by the consumer reporting agency, additional information may be required.</p> <p><b>SALES REP:</b> <u>Brad Swidler</u></p> <p><b>SIGNERS NAME (PRINT):</b> <u>Mark Stephens</u></p> <p><b>SIGNATURE:</b> _____</p> <p><b>TITLE:</b> <u>Board Chairman</u></p> <p><b>DATE:</b> <u>February 19, 2019</u></p>	

COTG  
SALES ORDER TERMS AND CONDITIONS

1. **Definitions.** The first page of this Sales Order is called the Cover Page. The Cover Page and the Terms and Conditions page, along with a listing of additional goods on Schedule A (if attached), represent the agreement (the "Agreement") between COTG (the "Company") and the Customer, as defined on the Cover Page ("Customer"), with respect to the sale of those certain goods identified on the Cover Page and Schedule A, if attached (the "Goods" or "Equipment").

2. **Scope.** This Agreement may be executed for:

a) A **SALE** of the Goods. If a SALE, subject to any special terms indicated on the Cover Page or Schedule A, the Company hereby offers to sell and Customer hereby accepts to purchase those Goods in the quantity and for the price indicated on the Cover Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer may elect to be invoiced for the Goods. In any circumstance, Customer will pay invoices within 30 days after the invoice date. A late charge will be assessed against Customer on invoice balances 10 days or more overdue at the rate of 1.5 percent per month, but not in excess of the lawful maximum. The Customer is responsible for paying for all collection fees, attorneys' fees and court costs incurred by the Company in enforcing the terms of this Section 2(a).

b) A **LEASE** of the Goods. If a LEASE, Customer will execute a separate leasing agreement which will fund the purchase of those Goods in the quantity indicated on the Cover Page for the benefit of Customer. Upon execution of leasing documents, the Customer shall be responsible to leasing company to satisfy the terms and conditions of the leasing documents. If, however, a LEASE cannot be so executed within 15 days of Customer's execution of this Agreement, Customer must immediately return the Goods to Company in Like New condition.

c) A **RENTAL** of the Goods. If a RENTAL, Customer will execute a separate rental agreement with the Company. Customer shall be responsible for satisfying the terms and conditions of the rental agreement.

3. **Acceptance and Non-Cancellation.** This Sales Order and Agreement shall become binding upon the Customer's execution of this Agreement and may not be cancelled or altered thereafter without the Company's written consent.

4. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Goods at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements; (3) the Goods are to be delivered to a location outside of the Company's service area. All risk of loss will transfer to the Customer upon delivery.

5. **Taxes.** Customer shall pay all federal, state, and local sales, use, property, excise, or other taxes imposed on or with respect to the purchase price of the Goods.

6. **Force Majeure.** The Company shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of services resulting from acts of God, civil or military catastrophe, strikes, embargoes, transportation delays, inability to obtain materials from suppliers, product deficiencies, or any other situation beyond the reasonable control of the Company.

7. **Default.** Customer will be in default of this Agreement if Company does not receive payment within 10 days after the date payment is due or Customer breaches any other obligation under this Agreement. Customer will pay all reasonable costs, including attorneys' fees, incurred by the Company to enforce this Agreement and/or any disputes arising with regard to the Goods. In addition to any remedies under the law, if Customer breaches this Agreement and fails to cure said breach within 20 days after receipt of notice from the Company, the Company may terminate this Agreement.

8. **Indemnification.** (a) Customer is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to or in any manner arising out of the use, ownership, possession, or funding or financing, of the Goods (including but not limited to the negligence of Customer, Customer's employees or agents, or any third party), and, (b) Customer is responsible for any and all costs and attorneys' fees incurred by the Company relating to any such claim. Customer will reimburse and, if requested, defend the Company at Customer's own cost and expense, against any Claims. Customer's obligations under this Section 10 shall survive termination of this Agreement.

9. **WARRANTIES AND LIMITATION OF LIABILITY ON WORK PERFORMED. THERE ARE NO WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, ON ANY GOODS PROVIDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO OBLIGATION OR LIABILITY SHALL GROW OUT OF THE COMPANY RENDERING TECHNICAL OR OTHER ADVICE IN CONJUNCTION WITH GOODS PROVIDED UNDER THIS AGREEMENT.**

10. **Limitation of Liability.** The Company's total liability to Customer for any claim, whether based in contract, tort, common law, or statute, arising out of, connected with, or resulting from the furnishing or failure to furnish any Goods under this Agreement (and the associated delivery and installation of said goods) shall not exceed the cost paid by the Customer for the Goods which give rise to the claim. In no event shall the Company be liable for any incidental, consequential, or special damages incurred by Customer or any third party, including without limitation any loss of use, loss of anticipated profits, costs or downtime, or for substitute equipment, and any claims of Customer's clientele for service interruptions or failure to supply.

11. **Limited License to Use Software.** The Company grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with the Equipment ("Base Software") with which it was delivered; and (b) software and accompanying documentation identified on the Cover Page as "Application Software" only on any single unit of Equipment for as long as Customer is current in the payment, including any applicable software license fees (if any). Third Party Software may also be obtained under this Agreement and may be subject to a separate End User License Agreement. "Base Software," "Application Software," and "Third Party Software" are referred to collectively as "Software". Customer has no other rights and may not (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this subsection). The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; (ii) Customer is a lessor of the Equipment and its first lessee no longer uses or possesses it; or (iii) upon the expiration of any installment payments under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Company nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.

12. **Governing Law.** This Agreement shall be governed by the laws of the state of Illinois without regard to the conflict of laws or principles of such states.

13. **Errors.** The Company reserves the right at its sole discretion to correct clerical and typographical errors in this Agreement.

14. **Severability.** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

15. **Modifications.** No modification, amendment, or other change shall be binding on the parties unless agreed to in writing by each party's authorized representative.

16. **Waiver.** The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.

17. **Relationship.** The relationship of the parties established under this Agreement is that of independent contractor and neither party is a partner, employee, agent or joint venturer of or with the other.

18. **Assignment.** Any assignment of this Agreement by Customer without the prior written consent of the Company shall be void and unenforceable.

THE CUSTOMER ACKNOWLEDGES THAT S/HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE CUSTOMER TO SAME, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS AGREEMENT SUPERSEDES ANY PRIOR PROPOSALS, QUOTATIONS, OR COMMUNICATIONS, WRITTEN OR ORAL, REGARDING THE PURCHASE OF THE GOODS FROM THE COMPANY. THE CUSTOMER FURTHER UNDERSTANDS THE COMPANY IS NOT A PARTY TO ANY LEASING DOCUMENTS EXECUTED BETWEEN CUSTOMER AND THE LEASING COMPANY, AND THIS AGREEMENT IS NOT INTENDED TO SUPERSEDE ANY LEASING DOCUMENTS, OR OTHER CONTRACTS OR AGREEMENTS WHICH CUSTOMER MAY EXECUTE WITH THE COMPANY.

Initial Mark Stephens, Board Chairman, Triton College

Date 2/19/19

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

Meeting of February 19, 2019

ACTION EXHIBIT NO. 16247

**SUBJECT: MASTER SERVICE AGREEMENT WITH CASTLE BRANCH, INC. FOR HEALTH CAREER STUDENT SCREENING**

**RECOMMENDATION:** That the Board of Trustees approve the Master Service Agreement and Statement of Service Agreement with Castle Branch, Inc. These Agreements will become effective once signed by both parties and shall continue until termination or the expiration of the final Statement of Service. These Agreements may be terminated by either the Vendor or the College at any time by providing the other party at least fifteen (15) days written notification. There is no cost to the College for these Agreements. Individual students are responsible for the cost of the established health and screening requirements for the program in which they are enrolled.

**RATIONALE:** The Agreement with Castle Branch, Inc. will permit the vendor to provide Triton students with services including background screenings; drug and alcohol testing; compliance and document tracking and to ensure that all clinical requirements are met for students enrolled in Health Career and Public Service programs. Each program's requirements and associated fee are stipulated in the attached Background Screening Statement of Service.

**Submitted to Board by:** Sean Sullivan  
(Vice President) Sean Sullivan

-----  
**Board Officers' Signatures Required:**

_____ <b>Mark R. Stephens</b> <b>Chairman</b>	_____ <b>Diane Viverito</b> <b>Secretary</b>	_____ <b>Date</b>
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Related forms requiring signature: Yes \_\_\_\_\_ No X

## Statement of Service- Background Screening

## Statement of Service – Background Screening

### Client Information:

Full Legal Name of Organization ("Client"): Triton College on behalf of its Allied Health Programs \_\_\_\_\_

CAC (office use only): \_\_\_\_\_

This Statement of Service – Background Screening ("SOS") is dated \_\_\_\_\_, 2019 ("effective date") and is entered into by and between Castle Branch, Inc. ("Vendor") and Client. Client and Vendor agree as follows:

- Incorporation/Defined Terms:** This SOS is subject to and incorporated by reference into the Master Services Agreement between Client and Vendor in effect as of the date of this SOS ("MSA"). Any capitalized terms used in this SOS that are not otherwise defined in this SOS shall have the meanings ascribed to such terms in the MSA.
- Term:** The term of this SOS commences on the effective date and continues unless and until either party provides written notice of termination as provided herein. This SOS may be terminated by at any time by Vendor or Client, for any reason or no reason, by providing at least fifteen (15) days' prior written notice of termination to the other party.
- Responsible Party for Payment of Fees:** All Fees set out below are payable by the Responsible Party designated below, in accordance with the terms set out in the MSA, or if the MSA does not address payment of Fees, upon demand by Vendor. As used in this SOS, the term "Applicants" means Client's students, employees, contractors, or volunteers.
- Maiden/Alias Name Search:** Client understands and agrees that, unless specifically stated otherwise below, maiden names and aliases are not included in any of the searches or services under this SOS. Only if maiden names and aliases specifically are included in a particular search or service, as set out below, maiden names and aliases that may be (i) disclosed by the Applicant during the ordering process with Vendor, (ii) entered by Client or the Applicant during the online order by Client or the Applicant, (iii) specifically listed on an employment application provided to Vendor, or (iv) obtained from a residency history search (if included in Client's package or services under this SOS), will be included in the applicable search. Vendor shall have no obligation to include or search a maiden name or alias that was not used, as determined by Vendor, within the last seven (7) years from the date of the order.
- Applicable Laws:** Client represents, warrants, and agrees that Vendor has the sole right to determine, in its sole discretion, what information is reportable or not reportable to Client or others under applicable laws, rules, regulations, and orders, including, but not limited to, the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and any regulations promulgated thereunder, as amended from time-to-time (collectively, the "FCRA"), and all such determinations of Vendor are final and conclusive. Client agrees that Vendor shall not be liable or responsible to Client for any good-faith determination by Vendor to not report or provide information to Client regarding any consumer. Vendor shall have no obligation to report or disclose to Client any information or record that Vendor determines, in its sole discretion, is not permitted to be reported or disclosed under applicable law.
- No Adjudication By Vendor:** Client understands and agrees that Vendor is not, and will not be deemed to be, making any determination or decisions regarding the suitability or eligibility, or acceptance or rejection, of any individual for any purpose including, without limitation, employment, promotion, reassignment or retention as an employee with or by Client, or admission or placement of the individual at Client or any clinical facility. All decisions and determinations regarding any matter or transaction (including, without limitation, employment, promotion, reassignment or retention with or by Client, or admission or placement at Client or any clinical facility) shall and are made solely by Client.
- Services:** Client agrees to purchase, and Vendor agrees to provide, a background screening package that will contain the below listed background screening searches regarding Client's Applicants, incorporating by reference the below search descriptions. All searches and search results are "AS IS." Vendor shall have no liability or responsibility for any errors or omissions in any information or records compiled, maintained, or prepared by third-parties.

<u>Fire Science Package</u>	<u>Fees</u>	<u>Responsible Party for Payment of Fees (ex. Client or Applicants)</u>
Multi-Year Compliance Tracker (see separate Statement of Service for details)	\$35.00 Package Price	Applicant

<b><u>Certified Medical Assistant and Sterile Processing Technician Packages - Background Search</u></b>	<b><u>Fees</u></b>	<b><u>Responsible Party for Payment of Fees (ex. Client or Applicants)</u></b>
Illinois Statewide Criminal Search	\$83.00 Package Price (Package includes Background Screening, Drug Testing, and Annual Compliance Tracker – see separate Statements of Service for details)	Applicant
Alcohol Urine Drug Test (see separate Statement of Service for details)		
Annual Compliance Tracker (see separate Statement of Service for details)		

<b><u>Nursing and Surgical Technology Packages – Background Search</u></b>	<b><u>Fees</u></b>	<b><u>Responsible Party for Payment of Fees (ex. Client or Applicants)</u></b>
Illinois Statewide Criminal Search	\$98.00 Package Price (Package includes Background Screening, Drug Testing, and Multi-Year Compliance Tracker – see separate Statements of Service for details)	Applicant
Alcohol Urine Drug Test (see separate Statement of Service for details)		
Multi-Year Compliance Tracker (see separate Statement of Service for details)		

<b><u>Radiologic Technology, Nuclear Medicine Technology, Ophthalmology Technician, and Diagnostic Medical Sonography (Degree) Packages – Background Search</u></b>	<b><u>Fees</u></b>	<b><u>Responsible Party for Payment of Fees (ex. Client or Applicants)</u></b>
Illinois Statewide Criminal Search	\$95.00 Package Price (Package includes Background Screening, Drug Testing, and Multi-Year Compliance Tracker – see separate Statements of Service for details)	Applicant
Urine Drug Test (see separate Statement of Service for details)		
Multi-Year Compliance Tracker (see separate Statement of Service for details)		

<b><u>Diagnostic Medical Sonography (Certificate) and Vascular Technology in Sonography Package – Background Search</u></b>	<b><u>Fees</u></b>	<b><u>Responsible Party for Payment of Fees (ex. Client or Applicants)</u></b>
Illinois Statewide Criminal Search	\$80.00 Package Price (Package includes Background Screening, Drug Testing, and Annual Compliance Tracker – see separate Statements of Service for details)	Applicant
Urine Drug Test (see separate Statement of Service for details)		
Annual Compliance Tracker (see separate Statement of Service for details)		



<u>Nursing Assistant Package - Background Search</u>	<u>Fees</u>	<u>Responsible Party for Payment of Fees (ex. Client or Applicants)</u>
Annual Compliance Tracker (see separate Statement of Service for details)	\$20.00 Package Price	Applicant

<u>Emergency Medical Technician – Background Search</u>	<u>Fees</u>	<u>Responsible Party for Payment of Fees (ex. Client or Applicants)</u>
Illinois Statewide Criminal Search	\$43.00 Package Price (Package includes Background Screening and Annual Compliance Tracker – see separate Statement of Service for details)	Applicant
Annual Compliance Tracker (see separate Statement of Service for details)		

**SEARCH DESCRIPTIONS:**

SERVICES	DESCRIPTION
Statewide Criminal History	A statewide criminal history check reveals felonies and misdemeanors for a seven-year period from all counties within a particular state that submit data (subject to applicable federal, state, and local laws and regulations). Crimes committed outside of the county of residence may go undetected when a statewide criminal record search is omitted. Therefore, it's critical to investigate records outside the county of residence. Statewide Criminal Records come from one of two types of sources, either court records or state police agency records. A court records sourced Statewide Criminal Search is done through a central agency for that state that has a repository of records that have been provided to them by the individual county courts. When you then perform a search of that statewide court repository, you are not searching just a specific county like with a county record search, but you are receiving numerous counties included in the statewide record search. While most state court repositories try to be as thorough as possible, it is never a guarantee, and rarely the case, that you will obtain all criminal records in all courts for all counties in that state. Most states do not have a fully integrated system for all of their counties to have a thorough and complete statewide repository. And some lower courts that house lower level cases will not report to the state central repository at all. However most try to have a large enough percentage of courts reporting to them in order to be considered a viable statewide search. Due to the fact that we do not guarantee that a statewide will catch all records in the entire state, we highly recommend county searches in addition to statewide searches to try to encompass the most complete search for our clients.

[SIGNATURE PAGE FOLLOWS]

Each of Vendor and Client, through its duly authorized representative, has signified its assent to the terms of this SOS by affixing its signature below.

**Castle Branch, Inc.**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Triton College on behalf of its Allied Health Programs**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Statement of Service- Drug and Alcohol Testing

### Statement of Service – Drug and Alcohol Testing

**Client Information:**

Full Legal Name of Organization ("Client"): Triton College on behalf of its Allied Health Programs

CAC (office use only): \_\_\_\_\_

This Statement of Service – Drug and Alcohol Testing ("SOS") is dated \_\_\_\_\_, 2019 ("effective date") and is entered into by and between Castle Branch, Inc. ("Vendor") and Client. Client and Vendor agree as follows:

***Please indicate the type of testing desired (check only one – use a separate SOS if both Non-DOT and DOT services are needed):***

☒ **Non-DOT:** Drug or alcohol testing services for individuals or organizations that are not subject to DOT regulations, i.e., 49 C.F.R. Part 40

☐ **DOT:** Drug or alcohol testing services for individuals or organizations that are subject to DOT regulations, i.e., 49 C.F.R. Part 40

***Please also select applicable DOT agency:***

- |                                       |                                       |
|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> <b>FAA</b>   | <input type="checkbox"/> <b>USCG</b>  |
| <input type="checkbox"/> <b>FMCSA</b> | <input type="checkbox"/> <b>PHMSA</b> |
| <input type="checkbox"/> <b>FRA</b>   | <input type="checkbox"/> <b>HHS</b>   |
| <input type="checkbox"/> <b>FTA</b>   | <input type="checkbox"/> <b>NRC</b>   |

***Please indicate the selected Services:***

- |  |  |
|--|--|
| <input type="checkbox"/> Pre-Employment Drug Testing   | <input type="checkbox"/> Anti-Drug & Alcohol Misuse Prevention Plans                                     |
| <input type="checkbox"/> Random Drug Testing   | <input type="checkbox"/> Alcohol & Drug Background Check   |
| <input type="checkbox"/> Random Alcohol Testing  | <input type="checkbox"/> Substance Abuse & Contraband Policy   |
| <input type="checkbox"/> Post-Accident Drug & Alcohol Testing  | <input type="checkbox"/> Drug Testing Kits   |
| <input type="checkbox"/> Reasonable Cause Drug & Alcohol Testing   | <input type="checkbox"/> Alcohol Testing Kits  |
| <input checked="" type="checkbox"/> Drug Testing for Clinical or Program Requirement                                       | <input type="checkbox"/> Medical Review of All Drug Test Results (applicable to non-DOT applicants only) |
| <input type="checkbox"/> Medical Review of All Non-Negative Drug Test Results Only (applicable to non-DOT applicants only) |  |

<b><i>Fees (subject to change by Vendor)</i></b>	
Account Administration and Random Pool Maintenance Fee	\$ _____ annual fee
Drug Test	Included in various Package Prices*
Alcohol and Drug Test	Included in various Package Prices*
Alcohol Test	\$ _____ per test
Reasonable Cause / Post-Accident Drug Test	\$ _____ per test
Reasonable Cause / Post-Accident Alcohol Test	\$ _____ per test
Substance Abuse and Contraband Policy	\$ _____ one-time charge
Drug Testing Kits	\$ _____ per kit
Alcohol Testing Kits	\$ _____ per kit
DOT Anti-Drug Plan	\$ _____ one-time charge
DOT Alcohol Misuse Prevention Plan	\$ _____ one-time charge
Alcohol and Drug Misuse Background Check	\$ _____ per person
MRO Verifies All Drug Test Results	\$ _____ per test
MRO Verifies Non-Negative Drug Test Results Only	\$ _____ per test
On-Site Specimen Collection Training Video	\$ _____ one-time charge
Miscellaneous	\$ _____
<p><i>*Packages contain various prices and services – see separate Statements of Service for details</i></p> <p>Fee for any reconfirmation or retest requested by Client or donor is the actual cost of the test plus \$250.00 per test.</p>	
<b><i>Client Requirements and Authorization</i></b>	
Drug Testing Specimen Type:	
<input checked="" type="checkbox"/> Urine	<input type="checkbox"/> Blood
<input type="checkbox"/> Hair	<input type="checkbox"/> Oral Fluids
Collection Location: <input checked="" type="checkbox"/> Offsite <input type="checkbox"/> Onsite      Lab: <input checked="" type="checkbox"/> Quest	
10 Panel Drug Test Lab Code: 6633N	10 Panel Drug & Alcohol Test Lab Code: 7192N
<p><b>Drug Testing Panel Contents:</b> amphetamine (methamphetamine), barbiturates, benzodiazepine, cocaine, marijuana, methadone, methaqualone, opiates (codeine &amp; morphine), phencyclidine, propoxyphene</p> <p><b>Drug &amp; Alcohol Testing Panel Contents:</b> amphetamine (methamphetamine), barbiturates, benzodiazepine, cocaine, marijuana, methadone, methaqualone, opiates (codeine &amp; morphine), phencyclidine, propoxyphene, alcohol</p>	
<b><i>Contact Person to Receive MRO-reviewed Test Results</i></b>	
Name: _____	
Title: _____	
Email Address: _____	
Telephone Number: _____	
<b><i>Registration Method for Chain of Custody Forms</i></b>	
<p><input type="checkbox"/> <b>Paper Forms</b> – Vendor will arrange for shipment of forms to Client</p> <p>Please indicate address where forms should be shipped: <b>**only to be completed if standard is selected**</b></p> <p>Attn: _____</p> <p>Street: _____</p> <p>Suite: _____</p> <p>City: _____</p> <p>State: _____ Zip Code: _____</p>	

<input type="checkbox"/> <b>Paperless</b> – Client will access laboratory’s website and electronically register individuals
<input checked="" type="checkbox"/> <b>echain</b> – Applicants are electronically registered upon order placement

1. **Incorporation/Defined Terms:** This SOS is subject to and incorporated by reference into the Master Services Agreement between Client and Vendor in effect as of the date of this SOS (“**MSA**”). Any capitalized terms used in this SOS that are not otherwise defined in this SOS shall have the meanings ascribed to such terms in the MSA.
2. **Term:** The term of this SOS commences on the effective date and continues unless and until either party provides written notice of termination as provided herein. This SOS may be terminated by at any time by Vendor or Client, for any reason or no reason, by providing at least fifteen (15) days’ prior written notice of termination to the other party.
3. **Fees:** All Fees set out above are payable by Applicant (“**Responsible Party**”) in accordance with the terms set out in the MSA, or if the MSA does not address payment of Fees, upon demand by Vendor.
4. **On-Site Collection Fees:** If Client has opted for on-site specimen collection, there will be a separate fee generated by Vendor for each onsite collection event. This fee will be based on the third-party contractor fees, event parameters, and number of specimens to be collected. Client is also required to notify Vendor five (5) business days prior to any cancellations or rescheduling of on-site specimen collection or Client will be required to pay a cancellation fee in the amount of **70%** of the costs of the expected number of donors.
5. **DOT Regulations:** With regard to individuals subject to the regulations of the United States Department of Transportation (“**DOT**”), Client undertakes sole responsibility for ensuring that Client’s drug and alcohol testing practices, procedures, and policies meet the applicable DOT regulations including, without limitation, 49 C.F.R. Part 40.
6. **Randomized Testing:** If Client requests that Vendor provide on behalf of Client a randomized set of Client employees or contractors for purposes of random drug or alcohol testing, Client shall provide Vendor with a current and accurate employee and contractor roster at least one week prior to the desired testing date. Client shall determine the percentage of individuals to be tested, as well as the intervals at which testing should occur, and shall communicate the percentage(s) and intervals to Vendor within a reasonable time prior to the initiation of randomized testing. Vendor will conduct the random selection process electronically, and will provide Client with the appropriate amount of randomly selected individuals and alternates for testing.
7. **Medical Review Officer:** In the event drug test results are required under this SOS to be reviewed by a Medical Review Officer (“**MRO**”), such test results will be submitted to a third-party MRO for review. Vendor will not be informed of or a party to the specifics of the MRO review process, for example, any interactions between the individual and the MRO regarding the test result or the individual’s medical history. Upon receipt of the MRO’s determination, Vendor will make the determination available to Client through Client’s online account with Vendor. Vendor shall have no liability or responsibility for determinations of the MRO. With respect to non-negative test results, Vendor will also inform Client’s designated contact person above via electronic mail. Upon request, Vendor will arrange for confirmation of any result (i.e., re-testing the initial specimen) for the additional fees set out above.
8. **No Adjudication by Vendor:** Vendor is not, and will not be deemed to be, (a) determining, or making any decision regarding, the suitability, acceptance, rejection, or eligibility of any individual for employment, retention, promotion, or hiring with or by Client or any other person, organization, or entity, (b) determining, or making any decision regarding, the suitability, acceptance, rejection, or eligibility of any student or faculty member for placement, instruction, admission, internship, externship, or providing education, at Client or in a hospital or health care facility. All decisions regarding retention, termination, promotion, or employment of individuals, or the admissibility, eligibility, acceptance, rejection, or suitability of students or faculty are and shall be solely the responsibility of Client.

[SIGNATURE PAGE FOLLOWS]

Each of Vendor and Client, through their duly authorized representatives, has signified its assent to the terms of this SOS by affixing its signature below.

**Castle Branch, Inc.**

**Triton College on behalf of its Allied  
Health Programs**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Statement of Service- Compliance and Document Tracker Service



## Statement of Service – Compliance and Document Tracker Service

### Client Information:

Full Legal Name of Organization ("Client"): Triton College on behalf of its Allied Health Programs \_\_\_\_\_  
CAC (office use only): \_\_\_\_\_

### Primary Contact Information (contact for detailed communications and account set up):

Contact Name & Title: Susan Campos, Dean of Health Careers and Public Service Programs \_\_\_\_\_  
Email: susancampos@triton.edu \_\_\_\_\_  
Phone: 708-456-0300 \_\_\_\_\_

### Additional Contact Information (in the event of primary contact's unavailability):

Contact Name & Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

This Statement of Service – Compliance and Document Tracker Service ("SOS") is dated \_\_\_\_\_, 2019 ("effective date") and is entered into by and between Castle Branch, Inc. ("Vendor") and Client. Client and Vendor agree as follows:

Service Type	Annual or Flat Rate?	Fee per applicant/student/employee	Quality Assurance?	Annual Renewal fee after 1 year	Responsible Party for Payment of Fees (applicant/student/employee/Client)
Annual Compliance Tracker	<input checked="" type="checkbox"/> Annual <input type="checkbox"/> Multi-Year	Included in Various Package Prices*	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Applicant
Multi-Year Compliance Tracker	<input type="checkbox"/> Annual <input checked="" type="checkbox"/> Multi-Year	Included in Various Package Prices*	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Applicant

*\*Packages contain various prices and services – see separate Statements of Service for details*

- Incorporation/Defined Terms:** This SOS is subject to and incorporated by reference into the Master Services Agreement between Client and Vendor in effect as of the date of this SOS ("MSA"). Any capitalized terms used in this SOS that are not otherwise defined in this SOS shall have the meanings ascribed to such terms in the MSA.
- Term:** The term of this SOS commences on the effective date and continues unless and until either party provides written notice of termination as provided herein. This SOS may be terminated by at any time by Vendor or Client, for any reason or no reason, by providing at least fifteen (15) days' prior written notice of termination to the other party.
- Fees:** All Fees set out above are payable by Client or the Responsible Party designated above, in accordance with the terms set out in the MSA, or if the MSA does not address payment of Fees, upon demand by Vendor.
- Compliance and Document Tracker Services:**
  - Prior to commencement of the compliance tracker or document tracker services, Client shall provide to Vendor, electronically or by such other means or method acceptable to Vendor, all documents, materials, information, requirements, and guidelines necessary to create the tracker(s), which may include, for

example, a list of compliance tracker requirements, forms, immunization requirements, renewal dates, reporting criteria, and any other relevant information (hereinafter referred to as the "**Tracker Requirements**") for Vendor's use in designing the tracker(s). Client shall participate in one or more collaborative sessions with Vendor to finalize the requirements and fulfillment guidelines ("**Guidelines**") for the trackers. Vendor may reject any proposed Tracker Requirement or Guideline, or suggest an alternative, at its sole and absolute discretion. Vendor will not evaluate the Guidelines or Tracker Requirements for validity, legality, or appropriateness. Vendor makes no warranties or representations, and hereby specifically disclaims all warranties and representations, with respect to the validity, veracity, authenticity, legality, fitness for a particular purpose, or appropriateness of the Guidelines or Tracker Requirements or their contents. Client shall instruct its individual students, employees, volunteers, contractors, or applicants, as applicable (collectively, "**Applicants**") to access Vendor's designated website for purposes of downloading and uploading documents, making statements/certifications, and completing requirements and other tasks in connection with the Tracker Requirements. Through Vendor's designated website, Applicants may utilize a To-Do List to view and fulfill Tracker Requirements. Vendor's system will provide automated alerts to Applicants via electronic mail or other method of communication regarding approaching Tracker Requirement deadlines. Vendor is not liable or otherwise responsible for inaccuracies or errors in statements made, information provided, or documents uploaded by Applicants. If Vendor determines that a document uploaded by an Applicant does not meet a respective Tracker Requirement, Vendor will indicate to the Applicant that the document is not accepted, along with information regarding Vendor's determination.

- b. After Client and Vendor have finalized the Guidelines, Vendor will email a copy of the Guidelines to Client and Client shall certify via electronic communication to Vendor that it adopts the Guidelines for use in connection with the tracker.
  - c. For each Tracker Requirement, Vendor shall provide Client with a status indicator when the Tracker Requirement has been completed. Vendor shall additionally provide Client with a status indicator upon the completion of the tracker in its entirety.
5. **Quality Assurance:** Vendor's Quality Assurance service is an optional administrative service provided by Vendor on behalf of Client. If Client selects Vendor's Quality Assurance service above, Vendor will review all statements made and documents uploaded by Applicants for completion in accordance with the Guidelines, i.e., whether the requested statement or document meets the review criteria contained within the Guidelines. For each Guideline, Vendor will provide Client with a status indicator as to whether the Guideline has been completed. Vendor will additionally provide Client with a status indicator showing the status of completion of the tracker as a whole. Vendor will send periodic reminder communications via email to any Applicant who has not completed the tracker requirements. The Quality Assurance service does not include review of background check information or reports.
6. **Modifications:** Once the tracker has been enabled for order placement, any desired modification of the Tracker Requirements or Guidelines, such as the addition of review criteria, must be submitted to Vendor and is subject to approval by Vendor. If Vendor approves any such modification to the Guidelines or Tracker Requirements that is retroactive, i.e., that requires Vendor to re-review records for orders that have already been placed, additional fees may apply.
7. **Disclaimer:** Client understands and agrees that Vendor's obligation under this SOS is to perform the ministerial function of collecting statements and documents from Applicants on Client's behalf, and, if the Quality Assurance service is selected above, to identify whether the statements and documents submitted by Applicants conform to the Guidelines. In determining conformance to the Guidelines, Vendor is not, and will not be deemed to be, evaluating the authenticity, veracity, truthfulness, legality, or validity of the statements made and documents submitted by Applicants.

[SIGNATURE PAGE FOLLOWS]

Each of Vendor and Client, through its duly authorized representative, has signified its assent to the terms of this SOS by affixing its signature below.

**Castle Branch, Inc.**

**Triton College on behalf of its Allied Health Programs**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Master Services Agreement

## MASTER SERVICES AGREEMENT

This Master Services Agreement ("**MSA**") is entered into as of \_\_\_\_\_, 2019 ("**Effective Date**"), by and between Castle Branch, Inc. ("**Vendor**"), with a notice address of 1844 Sir Tyler Drive, Wilmington, North Carolina 28405, and Triton College ("**Client**"), with a notice address of 2000 Fifth Avenue, River Grove, IL 60171. Vendor and Client agree as follows:

1. **Services.** Vendor will provide or make available the products or services (collectively, the "**Services**") described in one or more Statements of Service. "**Statement of Service**" means a document signed by Vendor and Client that specifies the Services to be provided or made available to Client by Vendor and contains terms and conditions applicable to such Services. Each Statement of Service is subject to and incorporated into this MSA by this reference (the MSA, Statement(s) of Service, and any other Addendum or exhibit expressly incorporated into this MSA are hereinafter collectively referred to as the "**Agreement**"). Client acknowledges and agrees that Vendor's obligation to provide the Services is contingent on and subject to (i) Client's compliance with all applicable laws, rules, and regulations; (ii) Client's provision of complete and accurate information and documentation (including, without limitation, proof or verification of business existence and good standing) as requested by Vendor; (iii) Client's provision to Vendor of any certifications required or reasonably requested from time-to-time by Vendor with respect to the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and any regulations promulgated thereunder, as amended from time-to-time (collectively, the "**FCRA**") or any other applicable laws, rules, or regulations; and (iv) in the event Client desires or instructs any Client Applicant (as defined below) to access or use any Vendor website, system, or platform (for example, to place an order for any of Vendor's products or services), the Client Applicant's provision of complete and accurate information and documentation as requested or instructed by Vendor, and the Client Applicant's agreement to and electronic or other signature (as may be required by Vendor) of the terms of use, privacy policy, end-user agreement, and/or any consent, authorization, agreement, or instruction requested or required by Vendor.

2. **Term and Termination.** The term of this Agreement shall begin on the Effective Date and shall continue until the termination or expiration of the last Statement of Service then in effect. If a Statement of Service does not contain a term, it may be terminated by Vendor or Client at any time by providing the other party at least fifteen (15) days' prior written notice of termination. If this MSA is terminated or expires, all Statements of Service automatically shall terminate without further notice.

a. Additionally, this Agreement may be terminated as follows: (i) by either party if the other party fails to

cure any breach of this Agreement within fifteen (15) days after delivery by the non-breaching party to the breaching party of written notice of such breach; (ii) by Vendor at any time if Vendor reasonably believes that Client is violating any applicable law, rule, or regulation, or that Client is misusing the Services, reselling the Services, or otherwise engaging in activities that may be harmful to Vendor; (iii) by either party if the other party becomes insolvent, makes an assignment for the benefit of creditors, dissolves or liquidates, terminates its existence, or if any bankruptcy, receivership, or similar proceeding is commenced by or against the other party; or (iv) by Vendor if Vendor reasonably believes that any Services or provision of this Agreement are made or may become illegal or against public policy, or may result in significant liability to Vendor or Client, as a result of any applicable law, rule, regulation, court order, court case, or governmental agency opinion, action, or decision.

b. Upon termination or expiration of this Agreement, neither party shall have any further rights or obligations under this Agreement except for (i) Vendor's right to receive payment for Services provided through the date of termination or expiration; (ii) rights and obligations that expressly survive termination or expiration of this Agreement; and (iii) rights and obligations arising from any breach of this Agreement.

3. **Fees, Invoicing, and Payment.** The applicable Statement of Service shall set forth (i) the fees payable to Vendor for the Services ("**Fees**"); and (ii) whether Client or Client's students, applicants, employees, volunteers, contractors, or other individuals with respect to whom the Services will be provided ("**Client Applicants**") are responsible for payment to Vendor of the Fees; provided, however, if a Statement of Service does not specify who is responsible for the Fees, then Client shall pay all Fees to Vendor. In the event the Statement of Service does not list the Fees for a Service, then the Fees for the Service shall be Vendor's Fees in effect at the time the Services are provided by Vendor. Notwithstanding anything provided in this Agreement or any Statement of Service to the contrary, in the event any vendor, furnisher, provider, record repository, or governmental agency or department increases the fees charged to Vendor with respect to any of the Services (such as, but not limited, to fees to access a data or information source), Vendor may adjust the Fees for the affected Services, upon not less than thirty (30) days' prior written notice to Client (which written notice may be provided by Vendor to Client via email), by the amount of such increase. If Client designates Client Applicants to be responsible for

and pay any Fees, Client represents and warrants that Client is permitted under applicable law to require payment of the Fees by Client Applicants.

a. If Client is responsible for payment of the Fees, Vendor will transmit to Client on a monthly basis a written invoice for all Fees due for Services provided in the prior month to the address set out below for invoicing, and Client shall pay to Vendor, in U.S. Dollars, all Fees listed in each invoice within fifteen (15) days after the date of the invoice, without reduction, deduction, or withholding of any amount.

b. If a Client Applicant is responsible for payment of the Fees, Vendor will charge the Client Applicant the Fees at the time the Services are ordered, all Fees are due and payable at the time of order placement, and Vendor has no obligation to provide any Services unless and until all Fees are paid in full by the Client Applicant.

c. All Fees are exclusive of taxes, duties, tariffs, and similar fees, assessments, or charges imposed on or in connection with, or measured by, the Services. Vendor shall have no responsibility for payment of any taxes, duties, assessments or similar obligations in connection with the Services, now in force or assessed in the future, except for taxes based on Vendor's net income, capital gains, or employee withholdings. If Client is exempt from the payment of any applicable taxes, Client must deliver to Vendor, on or before the Effective Date and upon request by Vendor, documentation satisfactory to Vendor of such exemption.

**4. Authorized Client Users.** Client (a) agrees that it shall be solely responsible for providing to Vendor complete and accurate names and information of all employees of Client who may have access to the Services, Client's account with Vendor, and all information and reports regarding individuals and Client on Vendor's system ("**Authorized Client Users**"); and (b) represents and warrants that all Authorized Client Users have a legitimate business need to view, copy, use, and access results, reports, documents, and information about the individuals. Client shall notify Vendor immediately if (i) any password, username, or other log-in credential is compromised, accessed, obtained, or disclosed to or by an unauthorized person, entity, or otherwise; (ii) Client becomes aware of any unauthorized access to any aspect of the Services, Client's account with Vendor, or Vendor's system; or (iii) an Authorized Client User is no longer employed by Client or authorized to access Vendor's system, Client's account with Vendor, the Services, or any information, results, or reports regarding individuals. Client agrees that it shall cause all Authorized Client Users to comply with all laws, rules, and regulations applicable to the access, use, viewing, copying, transmitting, disclosing, storage, or destruction of consumer reports, investigative consumer

reports, personally identifiable information, and other information. Vendor retains the right to, at any time, change any username, password, or other log-in credential, or to suspend or terminate access to or use of any aspect of the Services, Vendor's system, or any information, provided to or made available by Vendor to Client. Client shall be fully responsible and liable for any activity occurring using any username, password, or other log-in credentials provided to, created, or obtained by Client or any of its employees, representatives, contractors, or agents.

**5. IP Rights.** Client (a) recognizes that all services, products, networks, websites, portals, webpages, systems, databases, platforms, solutions, software, interfaces, components, features, functions, tools, code (including, without limitation object code and source code), content, programming, tutorials, materials, graphics, documentation, information, and intellectual property, proprietary property, and trade secrets used or incorporated in, or part of, the Services, or made available to or useable by Client, Authorized Client Users, or Client Applicants by or on behalf of Vendor (including, without limitation, in connection with the Services) (collectively, the "**IP**") are protected by copyright and other laws, and (b) agrees that all rights, title, and interests in and to the IP and the Services are the exclusive property of Vendor or its licensors. Client shall not undertake, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the IP, Services, or any website, network, server, database, software, code, product, solution, application, service, or system of Vendor, or any data, information, reports, or records controlled or possessed by Vendor, or provided or made available or accessible to Client by Vendor. Client agrees that it shall not, and it shall cause each of its employees, agents, contractors, and representatives to not, (A) disclose, provide, or transmit to any third-party not specifically authorized in writing by Vendor any username, password, or other log-in credential to the Services, Client's or any Authorized Client User's account with Vendor, or any website, software, platform, solution, product, service, network, or system of Vendor; or (B) permit, authorize, or enable any third-party not specifically authorized in writing by Vendor to access or use the Services, Client's or any Authorized Client User's account with Vendor, or any website, software, platform, solution, product, service, network, or system of Vendor.

**6. Miscellaneous.**

a. **Notices.** Unless otherwise expressly provided herein, any notice or other communication required or given under this Agreement (including, without limitation, any Statement of Service) shall be in writing and shall be effective for any purpose (i) one (1) business

day after deposit, with delivery or postage costs prepaid, and with guaranteed overnight delivery, with a nationally recognized commercial overnight delivery service, addressed to the address of the applicable party set out above or such changed address furnished to the other party in writing pursuant to this section, or (ii) three (3) business days after deposit, postage prepaid, with the U.S. Postal Service, priority mail, addressed to the address of the applicable party set out above or such changed address furnished to the other party in writing pursuant to this section. It is understood and agreed that this Section is not intended to govern the day-to-day business communications necessary between the parties in performing their duties, in due course, under the terms of this Agreement.

b. Governing Law. The parties agree that, notwithstanding the principles of conflicts of law, the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance, and enforcement of this Agreement.

c. Assignment. Neither party may assign or otherwise transfer or delegate this Agreement or any right or obligation under this Agreement without the prior written consent of the other party, except that Vendor may assign this Agreement or any of its rights or obligations under this Agreement, without consent, to any affiliate or subsidiary of Vendor or to the purchaser or successor of all or substantially all of its assets or business of Vendor or the assets or business related to or used in any of the Services (whether by stock sale, merger, consolidation, asset sale, or otherwise).

d. Binding Effect. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

e. Waiver and Severability. Failure by either party to enforce at any time any provision of this Agreement, or to exercise any right hereunder, shall not constitute a waiver of such provision or right, nor affect the validity of this Agreement or any part thereof. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

f. Modifications and Final Agreement. This Agreement (including any Statements of Service) sets forth and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and all prior agreements, understandings, promises, or representations, whether written or oral, with respect thereto are superseded hereby. No revision, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

g. Construction. The headings used in this Agreement are for convenience only and are not to be considered in interpreting this Agreement. Except where the context requires otherwise, the word "or" is used in the inclusive sense. The term "including" means including, without limiting the generality of any description proceeding such term. Terms for which meanings are defined in this Agreement shall apply equally to the singular and plural forms of the terms defined. The parties acknowledge and agree that they have been afforded the opportunity to consult with legal counsel and each party understands the terms and conditions of this Agreement. The parties agree that the language, terms, and conditions of this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the party's responsibilities in connection with the preparation of this Agreement.

h. Independent Contractor. It is agreed that the relationship between Vendor and Client is that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed to, create between the parties a joint venture or partnership, or an agency or employment relationship. Neither party shall have the authority to act for the other in any manner to create obligations, liabilities, or expenses whatsoever of the other, and neither party shall be responsible for any act or omission of the other or any employee of the other.

i. Conflict of Provisions. In the event of any inconsistency or conflict between this MSA and any Statement of Service, Addendum, or other exhibit or attachment to this Agreement, the provisions of this MSA shall control, unless the Statement of Service, Addendum, or other exhibit or attachment expressly takes precedence.

j. No Third-Party Beneficiaries. This Agreement is made solely for the benefit of Vendor and Client, and no other person shall have any right, benefit, or interest under or because of this Agreement. There are no third-party beneficiaries who are intended to benefit in any way from the terms and provisions of this Agreement.

k. Form of Signature. This Agreement (including, without limitation, any Statement of Service or Addendum) may be executed in duplicate originals. The parties agree that the duplicate originals hereof are identical, and further agree that any fully executed original shall be admissible in any proceeding, legal or otherwise, without the production of another such original. This Agreement (including any duplicate original) may be executed in one or more counterparts for signature, each of which counterparts shall be deemed an original and valid instrument, but all of which counterparts together shall constitute one and the same instrument. The parties further agree that copies of signatures transmitted via electronic mail or facsimile, as

well as electronic records and electronic signatures, are accepted, admissible, and enforceable to the fullest extent permitted by law as if they were originals.

l. Authority. Each party represents and warrants to the other party that (i) it has full power and authority to enter into this Agreement; and (ii) this Agreement is the legal, valid, and binding obligation of such party, enforceable in accordance with the terms and conditions of this Agreement.

m. Force Majeure. Neither party will be liable for any failure or delay in performance under this Agreement (other than for a failure or delay in the

payment of money due and payable hereunder) to the extent caused by conditions beyond the reasonable control of and not the fault of the nonperforming party, including Acts of God, earthquakes, floods, fire, hurricanes, unusually extreme or severe weather, wars, insurrections, governmental actions, terrorism, riots, labor stoppage, criminal acts of third parties, network failures, system failures, or equipment failures, provided that the nonperforming party gives the other party prompt, detailed written notice following the occurrence of the cause relied upon.

Each of Vendor and Client, intending to be legally bound, has caused this MSA to be executed by its duly authorized representative as of the Effective Date.

**Castle Branch, Inc.**

By: \_\_\_\_\_  
Signature

Lauren Henderson

CFO  
Title

\_\_\_\_\_  
Date

**Triton College**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Invoice Contact and Address**

In the event that Client is responsible for payment of Fees to Vendor for Services, below is the address where all Vendor invoices should be mailed and the contact information for the appropriate billing personnel at Client where questions may be directed.

Invoice Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Title \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Daytime Telephone: \_\_\_\_\_  
Fax Number: \_\_\_\_\_



## ADDENDUM TO AGREEMENT

This Addendum to Agreement ("**Addendum**") is entered into by and between Triton College ("**Client**") and Castle Branch, Inc. ("**Vendor**"). Vendor and Client are parties to a Master Service Agreement, Service Agreement, CB Bridges Subscription Agreement, or other arrangement pursuant to which Vendor agreed to provide or make available to Client certain products or services (the "**Agreement**"). This Addendum is incorporated into and made an integral part of the Agreement.

- a. Client acknowledges that some or all of the products or services being procured or accessed under the Agreement may constitute "consumer reports," "consumer credit reports," or "investigative consumer reports" as such terms are defined in the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and any regulations promulgated thereunder, as amended from time-to-time (collectively, the "**FCRA**") or applicable state or local laws (sometimes collectively referred to herein as "**consumer reports**"). Client shall not request or obtain, or permit its employees, agents, contractors, or representatives to request, access, or obtain, consumer reports or other information from Vendor for resale or transfer to, or use of, any other individual, entity, association, or organization unless specifically authorized by Vendor. All consumer reports and other information provided or otherwise made available by Vendor to Client or any other entity, organization, association, or individual in connection with the Agreement, the products or services, or otherwise are current only as of the date provided on the report or information. All "medical information", as defined under the FCRA (including, without limitation, immunization records), and any other records, information, or documents uploaded, input, or transmitted to Vendor by Client or any individual in connection with the products or services provided or made available under the Agreement, are provided, made available, and stored "AS IS," and Vendor makes no, and expressly disclaims all, representations and warranties, express or implied, regarding the completeness, accuracy, or validity of any such records, documents, or information. Client agrees that Vendor is not responsible or liable to Client or any other individual, entity, or organization for the record keeping practices of third parties, or errors or omissions in the records or information of third parties that is provided or made available to Client, including, but not limited to, the department of motor vehicles; county, state and federal courts; state repositories; state and regional prisons; local police stations; federal bankruptcy courts; federal civil courts; state medical boards; drug testing facilities or specimen collection sites; professional licensing organizations; and other local, state, and federal organizations and agencies.
- b. Client acknowledges that Vendor is not a law firm, is not providing legal advice to Client, and does not guarantee or warrant Client's compliance with applicable laws regarding Client's procurement, use, storage, disclosure, protection, or destruction of information or consumer reports. Vendor may make available to Client sample forms or other documents which may include, but are not limited to, sample consumer report disclosure forms, sample consumer report authorizations, sample pre-adverse action notices, and sample adverse action notices (collectively, "**Sample Forms**"). Client acknowledges and agrees that any Sample Forms that are provided or made available by Vendor are only samples and do not constitute legal advice. Vendor shall have no liability or responsibility regarding Sample Forms. Vendor expressly disclaims any warranties, representations, or responsibility or damages associated with or arising out of Sample Forms or any information contained therein. Client understands and agrees that it is Client's responsibility to consult with its own legal counsel regarding Client's compliance with federal, state, and local laws, rules, and regulations, specifically including, without limitation, the FCRA and any laws, rules, or regulations relating to the procurement, use, storage, disclosure, protection, and destruction of information or consumer reports.
- c. Client agrees to abide by all Ban the Box laws and other similar laws and regulations (including, without limitation, any prohibition or restriction on requesting or obtaining salary history information or criminal history information) and certifies that, if required under applicable law, it will not conduct a background check until after a conditional offer of employment has been provided. Client accepts full and exclusive responsibility for complying with all such laws and for using the information and consumer reports it receives from Vendor in a legally acceptable fashion.
- d. Client agrees to take precautionary measures to protect the security and confidentiality of all consumer report or other information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination, and destruction of electronic and hard copy

reports. Client agrees that (i) only authorized employees of Client whose employment duties involve the procurement or use of consumer reports will procure, access, or use consumer reports from Vendor; and (ii) all consumer reports obtained by Client will be kept confidential in accordance with all applicable laws and that no information from any consumer report will be disclosed except as permitted by law.

- e. Client represents, warrants, and certifies to Vendor that it is obtaining and using consumer reports from Vendor solely for employment purposes, which may include for the consumer's participation in an educational program with Client or participation in clinical, experiential, residency, or other education or degree requirements at Client's facility or a clinical program, which may be deemed "employment purposes" under the FCRA, and for no other purposes.
- f. With respect to each consumer report requested, obtained, accessed, or used by Client, Client agrees and certifies, and shall agree and certify as requested by Vendor, as follows: (i) no information from any consumer report will be used in violation of any applicable federal, state, or local equal employment opportunity law or regulation or other applicable law or regulation; (ii) Client made a clear and conspicuous disclosure in writing to the individual with respect to whom a consumer report is being procured, before Client procured or caused to be procured the consumer report or investigative consumer report, in a document that consists solely of the disclosure, that (1) a consumer report or investigative consumer report, if applicable (including information as to the consumer's character, general reputation, personal characteristics and mode of living, whichever are applicable), may be obtained by Client for employment purposes, (2) that, if applicable, the consumer report will include immunization records and other medical information to be used for employment purposes, specifically verifying the individual's compliance with Client or health care facility requirements for placement, accessing, teaching, or providing educational services at the facility, and (3) that the consumer has a right to, within a reasonable period of time after the receipt by the consumer of the disclosure, receive from Client a complete and accurate disclosure of the nature and scope of the investigation requested; (iii) the individual with respect to whom the consumer report or investigative consumer report is being procured authorized in writing the procurement of the consumer report or investigative consumer report by Client (including, if applicable, the procurement of immunization records or other medical information for use in employment purposes, specifically verifying the individual's compliance with Client or health care facility requirements for accessing, teaching, or providing educational services at the facility); and (iv) Client shall comply with all applicable laws, rules, and regulations relating to the procurement, use, storage, disclosure, privacy, confidentiality, security, or destruction of personally identifiable information or consumer reports, specifically including, without limitation, all applicable requirements of the FCRA. Client certifies and agrees that each time it orders or accesses a consumer report, it is reaffirming the above certifications.
- g. Prior to taking adverse action based in whole or in part on information contained in a consumer report provided by Vendor, Client shall, and hereby certifies to Vendor that it shall, provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, if the Client takes an adverse action based in whole or in part on such information, Client shall, and hereby certifies to Vendor that it shall, issue to the consumer a notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the FCRA. Before taking adverse action based on a criminal record the EEOC Criminal History Guidance recommends performing an individualized assessment and/or other considerations and, if required by applicable law or regulation, Client agrees to perform an individualized assessment and/or other considerations before taking any adverse action based on a criminal record. To obtain a copy of the EEOC Criminal History Guidance please go to the following website: [http://www.eeoc.gov/laws/guidance/arrest\\_conviction.cfm](http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm).
- h. Client agrees that Vendor may, but shall not be obligated to, request copies of any and all written disclosures provided by Client to any consumer(s) and written authorizations executed or provided by any consumer(s) with respect to the procurement by Client from Vendor of services regarding such consumer(s). As soon as reasonably practicable following such request, but in no event later than ten (10) business days, Client shall provide to Vendor copies of all requested disclosures and authorizations. Vendor reserves the right to prepare and send, in its sole and absolute discretion, notices under Section 613 of the FCRA to applicable consumers.

1. In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, Client shall provide: (i) information about whether an investigative consumer report has been requested; (ii) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (iii) Vendor's contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.
- j. Client certifies and acknowledges that it has received and reviewed the following Federal Trade Commission notices and rules, which can be located at the following web addresses:
  - i. Notice to Users of Consumer Reports: Obligations of Users under the FCRA  
<https://www.castlebranch.com/documents/obligations-of-users.pdf>
  - ii. Summary of Your Rights Under the FCRA  
<https://www.castlebranch.com/documents/summary-of-your-rights-under-the-FCRA.pdf>
  - iii. Remedying the Effects of Identity Theft  
<https://www.castlebranch.com/documents/remedying-the-effects-of-identity-theft.pdf>
  - iv. Disposal of Consumer Report Information and Records  
<https://www.castlebranch.com/documents/disposal-of-consumer-report-information-and-records.pdf>
- k. Regarding any consumer report, consumer credit report, or investigative consumer report obtained or accessed by Client about a resident of California, Client certifies to Vendor that, under the Investigative Consumer Reporting Agencies Act, California Civil Code Sections 1786 et seq. ("ICRA"), and the Consumer Credit Reporting Agencies Act, California Civil Code Sections 1785.1 et seq. ("CCRAA"). Client will do the following:
  1. Request and use consumer reports, consumer credit reports, and investigative consumer reports (collectively referred to in this subsection (k) as "**investigative consumer reports**") solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.
  - ii. When, at any time, any investigative consumer reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that an investigative consumer report may be obtained; (2) the permissible purpose of the investigative consumer report; (3) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; (4) the name, address, telephone number, and website of the Consumer Reporting Agency conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.
  - iii. When, at any time, investigative consumer reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request an investigative consumer report if the applicable consumer has authorized in writing the procurement of the investigative consumer report.
  - iv. Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any investigative consumer reports that are prepared. If the consumer wishes to receive a copy of the investigative consumer report, Client shall send (or contract with another entity to send) a copy of the investigative consumer report to the consumer within three business days of the date that the investigative consumer report is provided to Client.

- v. Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the investigative consumer report, informing the consumer in writing of Vendor's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and the CCRAA.

Each of Vendor and Client, intending to be legally bound, has caused this Addendum to be executed by its duly authorized representative.

**Castle Branch, Inc.**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Triton College**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Meeting of February 19, 2019

ACTION EXHIBIT NO. 16248

**SUBJECT: AGREEMENT WITH ROSEMONT THEATRE**

**RECOMMENDATION:** That the Board of Trustees approve the Rental Agreement with Rosemont Theatre. This Agreement will take effect upon the date of Board approval and will allow Triton use of the Rosemont Theatre on Saturday, May 18, 2019, for the commencement ceremony. Parking and post-event cleaning duties following the ceremony will be performed by the Rosemont Theatre's contracted vendors at no charge. This Agreement will not exceed a maximum value of \$35,000.

**RATIONALE:** The College is in need of a larger auditorium space to hold its annual commencement ceremony in order to accommodate the needs of our graduates and their families. The Rosemont Theatre as a larger facility fully accommodates Triton's ceremony.

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



(Vice President) Jodi Koslow Martin

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**Board Officers' Signatures Required:**

_____ <b>Mark R. Stephens</b> Chairman	_____ <b>Diane Viverito</b> Secretary	_____ <b>Date</b>
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Related forms requiring signature: Yes X No



BOMARK CLEANING SERVICE, INC.  
9501 W. DEVON, SUITE 703  
ROSEMONT, ILLINOIS 60018  
847 318-6010

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January 17, 2019

Mr. Pat Nagle  
Rosemont Theatre  
5400 N. River Road  
Rosemont, Illinois 60018

HAND DELIVERED

RE: Potential Use of Rosemont Theatre by Triton College

Dear Mr. Nagle:

It is my understanding that Triton College is in discussions with the Rosemont Theatre in Rosemont to hold the Triton commencement ceremony on Saturday, May 18, 2019 at the Rosemont Theatre. As you may know, I am the Chairman of the Board of Trustees at Triton College. Accordingly, should Triton College and the Rosemont Theatre reach an agreement to hold the commencement ceremony at your facility, Bomark Cleaning will perform all of our post-event parking and cleaning duties following the ceremony at no charge.

If you should have any questions, please contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark R. Stephens', enclosed within a large, loopy oval shape.

Mark R. Stephens  
Bomark Cleaning Services, Inc.

MRS/cjs

CC: Mary Rita Moore  
President  
Triton College



ROSEMONT THEATRE LICENSE AGREEMENT

This License Agreement is entered into this November 19, 2018 by and between the Village of Rosemont, (hereinafter referred to as the "Licensor"),

Triton College  
2000 N. 5<sup>th</sup> Ave.  
River Grove, IL 60171

and

(hereinafter referred to as the "Licensee").

W I T N E S S E T H:

WHEREAS, Licensee desires to obtain a license which will allow Licensee to use and occupy the Rosemont Theatre for the purpose of conducting a meeting or similar event known as:

Triton College  
Commencement 2019  
May 18, 2019 – 3:00pm

Said meeting is hereinafter referred to as "the Meeting". The term Meeting shall be construed to include all presentations, seminars, lectures and the like given or supervised by Licensee, and

WHEREAS, Licensor owns operates and manages the Rosemont Theatre and has the authority to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Licensor and Licensee agree as follows:

1. LICENSED SPACE

(a) Licensor grants to Licensee the right to use all the areas of the Rosemont Theatre, which Licensor deems necessary for the Meeting to occur, including such dressing rooms and storage areas as are reasonably required for conducting the Meeting. These areas are hereinafter referred to as the Licensed Space. Licensee agrees to conduct the Meeting in the Rosemont Theatre on the dates and at the times specified in Section 2 of this Agreement.

(b) Licensee shall not make alterations or improvements to the Licensed Space or the Rosemont Theatre without the prior written approval of the Licensor. Any improvements or alterations that may be made by Licensee to the Licensed Space or the Rosemont Theatre shall be undertaken and completed in compliance with all applicable federal, state and local ordinances, laws, rules and regulations and in accordance with any recommendations or requirements of Licensee's and Licensor's insurance carriers.

(c) Licensor has not made any promise or agreement to alter, remodel or improve the Licensed Space or the Rosemont Theatre; and has made no representations regarding the condition of the Licensed Space or the Rosemont Theatre unless such promise, agreement, or representation is contained in this Agreement.

## 2. USE DATE AND TIME

(a) The use of the Licensed Space by Licensee shall begin at 3:00pm on May 18, 2019 for the purpose of conducting the SHOW/MEETING and shall end at approx. 7:00pm on May 18, 2019.

(b) Move-in time for the purpose of setting up any and all equipment, exhibits or scenery which may be necessary for the presentation of the Meeting and/or for holding rehearsals shall begin at 8:00am o'clock on May 18, 2019.

(c) Licensee must remove its equipment, scenery and other property from the Rosemont Theatre and vacate the Rosemont Theatre no later than 11:59pm o'clock May 18, 2019.

(d) The period which begins at 8:00am o'clock on May 18, 2019 and ends at 11:59pm o'clock on May 18, 2019 is hereinafter referred to as the "Use Date(s)".

(e) Licensee shall use the Licensed Space for the purpose of setting up for, rehearsing and conducting the Meeting and for no other purpose.

(f) Licensee shall have access to the Licensed Space on the Use Date(s) during the periods from 8:00 a.m. until 11:59 p.m. provided that a duly designated employee or other representative of the Licensor is present in the Rosemont Theatre. If Licensee desires access to the Licensed Space at other times such access shall be provided at the discretion of the Licensor and then, only if Licensee agrees to pay any costs and expenses incurred by Licensor in providing such access.

(g) Licensee shall indemnify and hold the Licensor harmless from any loss or liability resulting from Licensee's failure to fully vacate the Licensed Space at the end of the Use Date(s), including, but not limited to, consequential damages.



3. FEE

(a) Licensee agrees to pay Licensor a license fee of \$35,000.00 (Includes rent, video equipment and 500 onsite parking spaces).

(b) Licensee further agrees to pay Licensor \$ 500.00 per hour for every hour or fraction thereof after 11:59pm o'clock on May 18, 2019, during which the Licensee has not fully vacated the Licensed Space.

4. DEPOSITS

(a) Licensee agrees to pay \$ 0 with the return of this signed Agreement as a non-refundable deposit. Licensee further agrees that additional non-refundable deposits will be made as follows:

\$35,000.00 no later than May 2, 2018.

Licensee agrees to make all such deposits by a certified check or cashier's check that is payable to the order of the Rosemont Theatre.

(b) Licensee further agrees that upon receipt of written notice from Licensor it will make additional deposits with Licensor of such sums that Licensor feels are necessary to cover the reimbursable costs set forth in Section 5(b) and 5(c) which Licensor reasonably anticipates it will incur on behalf of Licensee in regard to the presentation of the Meeting.

5. REIMBURSABLE COSTS

(a) Licensee shall provide Licensor with a complete list of all personnel, equipment and services which Licensee desires Licensor to provide along with the time of day that they will be required. This complete list shall be delivered to the Operations Manager of the Rosemont Theatre no later than 5:00pm o'clock on April 15, 2018.

(b) Licensee agrees that it will reimburse the Licensor for the costs the Licensor incurs in supplying the following personnel, equipment and services for the Meeting.

<u>Sound Production:</u>	<u>included in rent</u>
<u>Light Production:</u>	<u>included in rent</u>
<u>Ushers:</u>	<u>included in rent</u>
<u>Stagehands:</u>	<u>included in rent</u>
<u>Projectionists:</u>	<u>included in rent</u>
<u>Electrician:</u>	<u>included in rent</u>
<u>Teamsters and Loaders:</u>	<u>included in rent</u>

Wardrobe:	N/A
Musicians:	N/A
Confetti Clean-up	\$500.00 (if needed)
Related Payroll Taxes:	included in rent
Security-Public Areas:	included in rent
Security-Backstage:	included in rent
Security-Overnight and other Special Security:	N/A
Telephone:	N/A
Hi Speed Internet Connection:	N/A
Additional Reimbursable Expenses:	TBD

FULL EXPENSES TO BE DETERMINED AT A LATER DATE.

(c) Licensee further agrees to reimburse Licensor for any costs incurred by Licensor which are not specified in Section 5(b) that are incurred on behalf of Licensee as a result of the conducting of the Meeting without regard to whether such costs are incurred by Licensor before, during or after the Use Date(s). Licensor shall immediately notify Licensee that it is necessary for Licensor to incur additional costs for which reimbursement from Licensee will be required and, if time permits, notice shall be made in writing to the Licensee. Licensee shall be permitted to disapprove the incurring of such additional costs. However, Licensor shall have the right to incur costs despite Licensee's disapproval where the costs are incurred for the purpose of insuring the safety and well being of persons in or around the Rosemont Theatre or for the protection of property in and around the Rosemont Theatre. Licensee shall be required to reimburse Licensor for all such costs incurred by Licensor despite Licensee's disapproval. Unless otherwise agreed, Licensor shall have the sole discretion to select the personnel of Licensor who will be providing the services set forth in Section 5(b) and to determine their qualifications.

#### 6. PAYMENT FOR DAMAGES

(a) Licensee agrees to leave the Licensed Space in the same condition that it is in at the commencement of the Use Date(s), ordinary wear excepted.

(b) Licensee agrees to pay the cost of repairing or replacing any and all damage to any equipment or other property owned by Licensor and to pay the cost of repairing or replacing any and all damage to the Rosemont Theatre which occurs as a direct or indirect result of conducting the Meeting at the Rosemont Theatre. Such damages include but are not limited to damages that are caused by persons who attend the Meeting.

#### 7. TICKETS AND TICKET SALES

Unless otherwise agreed by Licensor, the Meeting shall not be open to the general public. Licensee shall have the right to issue tickets or other forms of admission certificates which are intended to identify the bearer as a person entitled to attend the entire Meeting, or any

particular specified portion thereof. Licensee shall also have the right to issue passes or other forms of identifications to its employees and agents for the purpose of identifying such persons as persons who are entitled to have access to the Licensed Space, before or during the Meeting or any particular specified portion thereof. Licensee shall furnish Licensor with a facsimile of the form of any ticket, certificate or pass issued by Licensee that is intended to permit a person to have access to the premises of the Rosemont Theatre in connection with the Meeting. Unless otherwise agreed, Licensor shall not be responsible for issuing tickets for the Meeting or providing a box office or any other facility for the issuance of tickets for the Meeting.

8. LIEN

Licensor and Licensee agree that Licensor shall have a lien against all property of Licensee located within the Rosemont theatre for (1) taxes, if any, which are due and which must be paid by Licensor as a result of the conducting of the Meeting, (2) any unpaid license fees, (3) any unpaid reimbursable costs, and (4) any other monies which are due from Licensee to Licensor under this Agreement.

9. SETTLEMENT

The actual amounts due from the Licensee to the Licensor for (1) the remainder, if any, of the license fee under Section 3, (2) reimbursable costs under Section 5, and/or (3) damages under Section 6 shall be paid by the Licensee to the Licensor no later than 5:00pm o'clock on May 18, 2019, unless otherwise agreed in writing.

10. CANCELLATION

(a) If Licensee cancels the Meeting or any portion of the Meeting, no part of any deposit that has been made pursuant to this Agreement shall be refunded. In addition, Licensee agrees to pay Licensor any reimbursable costs under Section 5 which have been incurred by Licensor in connection with the Meeting prior to Licensor's actually receiving notice of cancellation, less the amount of any deposits that have been made to cover such reimbursable costs.

(b) Notwithstanding the provisions of Section 10(a), if, after cancellation by Licensee, another event is held in the Rosemont Theatre during the Use Dates(s), then the Licensor shall pay to Licensee an amount equal to any deposits made by Licensee less any costs incurred by Licensor in respect to the Meeting.

11. PERMITS AND LICENSES

Licensee agrees to obtain all licenses or permits which are necessary for conducting the Meeting and to promptly pay all permit fees or license fees.

12. ADVERTISING

(a) All advertising and promotion of the Meeting shall be the sole responsibility and obligation of the Licensee.

Licensee agrees that all advertising for the Meeting will be true and accurate.

(b) All references made in any advertising to the Licensed Space shall refer to the facility where the Meeting is being presented as the "Rosemont Theatre" or such other name as may be designated in writing by the Licensor.

(c) Licensor shall have the right to display its own advertising and other materials in and around the Rosemont Theatre. All advertising space within the Rosemont Theatre or on adjacent premises which are owned by the Licensor is the exclusive property of the Licensor and all revenues or other income received from such advertising space shall be the sole property of the Licensor.

(d) Licensee shall not distribute any printed matter, other than programs, pamphlets, display advertising, seminar or lecture handouts, or other materials which relate to the Meeting or to Licensee's business.

13. PERFORMANCE APPROVAL

(a) Licensor retains the right to disapprove of any performance, exhibition or entertainment which is to be offered as part of the Meeting. Licensee agrees that no performer, performance, exhibition or entertainment shall be presented as part of the Meeting if Licensor files a written objection to the performer, performance, exhibition or entertainment based on either the grounds (1) that it is illegal, (2) that it fails to comply with representations made in advertising the Meeting, or (3) that it violates restrictions imposed on the content of the Meeting which are agreed to by Licensor and Licensee at the time of the execution of this Agreement.

(b) If the Meeting must be canceled pursuant to this section, then payments shall be made by Licensee to Licensor as provided in Sections 3, 5 and 6.

14. LICENSEE'S PERSONNEL AND EQUIPMENT

(a) Except as set forth in Section 5(b), Licensee shall be responsible for furnishing at its sole cost and expense, all equipment and personnel necessary to conduct the Meeting, including, but not limited to speakers, presenters, emcees, actors, musicians, singers, dancers, any and all other personnel, scenery, props, sound and lighting equipment not supplied by Licensor pursuant to Section 5(b) and any and all musical instruments.

(b) Equipment and personnel shall be brought into and taken out of the Rosemont Theatre only at such entrances and exits as are designated by Licensor.

(c) Any artisans or workmen employed by Licensee may be refused entrance to or ejected from the Rosemont Theatre by Licensor for non-compliance with any provision of this Agreement or for engaging in conduct which Licensor deems to be objectionable or improper without Licensor incurring any liability for such refusal or ejection.

(d) Licensor shall have the right to remove from the Rosemont Theatre or refuse to allow in the Rosemont Theatre any equipment which Licensor determines constitutes a hazard to the safety or health of persons in and around the Rosemont Theatre or constitutes a hazard to the preservation of property located in or around the Rosemont Theatre.

(e) Licensor shall have the right to remove any and all property belonging to Licensee which is not removed from the Licensed Space of the Rosemont Theatre at the end of a Use Date(s), at Licensee's expense. Licensor shall have no liability of any kind to Licensee as a result of Licensor's removal of Licensee's property pursuant to this section.

15. CONCESSIONS (DOES NOT APPLY)

~~(a) — Licensor reserves all concession rights. Licensor shall have the right to sell concessions at appropriate times and in appropriate places before, during and after presentations of the Event. For purposes of this section, concessions include, but are not limited to food, beverages, programs, souvenirs, record albums, novelties, and parking privileges.~~

~~(b) — Licensee shall have the right to sell through Licensor's concessionaires such programs and novelties as are approved in advance in writing by Licensor and upon such conditions as are approved by Licensor.~~

16. FREE SAMPLES, SOLICITATION

Licensee shall have the right to distribute printed material related to the Meeting. Licensee shall have the right to distribute gifts and samples to persons attending the Meeting as are approved by Licensor. Except as provided in the forgoing sentence and in Section 15(b) of this Agreement, no other items shall be sold or distributed in or around the premises of the Rosemont Theatre without the prior written permission of the Licensor.

17. PARKING

Licensor shall provide Licensee with the right to use and occupy 500 parking spaces, free of charge, in a parking lot adjacent to the Rosemont Theatre on the Use Date(s). Licensor may require those persons operating motor vehicles who intend to use a parking space that is provided free of charge to display a parking pass to be provided by Licensor. Except as

otherwise provided in this section, the Licensor may charge a fee for the privilege of parking a motor vehicle in the parking lots owned by Licensor that are located adjacent or near to the Rosemont Theatre during all or a portion of the Use Date(s).

18. INTERMISSIONS

Licensee shall have the discretion of scheduling any intermissions subject to the reasonable approval of Licensor.

19. ANNOUNCEMENTS

Licensor shall have the right to make announcements needed to assure and protect the safety of persons and property in and around the Rosemont Theatre at any time Licensor deems necessary. Licensee agrees that it will cooperate with Licensor whenever Licensor deems it necessary to make such announcements.

20. COPYRIGHTED MATERIAL

(a) Licensee shall pay all royalties, license fees and any other costs arising from the Licensee's use of patented, trademarked, franchised or copyrighted music, dramatic rights, devices, processes, or other materials, during or in connection with the conducting or advertising of the Meeting.

(b) Licensee shall indemnify, defend and hold the Licensor harmless from any and all damages, claims, or costs including attorneys' fees which result from the use of any device, process or material in connection with the conducting or advertising of the Meeting which is or which is alleged to be patented, trademarked, franchised or copyrighted.

21. OCCUPANCY INTERRUPTION OR TERMINATION

(a) If the Licensed Space or any part thereof is not available for use by the Licensee for reasons beyond the control of the Licensor and Licensee including, but not limited to, damage or destruction from fire, weather, or other casualty, requisition of the Licensed Space by a governmental agency other than the Village of Rosemont, labor strikes or boycotts, then this Agreement shall terminate.

(b) Licensee shall indemnify and hold the Licensor and its employees harmless against any and all claims arising out of the cancellation or termination of the Meeting, provided that such cancellation or termination is not due to the fault, act or omission of the Licensor, its agents or employees, unless such cancellation or termination was reasonably necessary to preserve or prevent damage or injury to property or persons. Licensee shall also pay to Licensor the amount of all reimbursable costs provided for under Section 5 which were incurred either before the termination or cancellation or which were reasonably necessary to

incur after the termination and cancellation.

(c) Licensee shall have no claim for damages or other compensation should this Agreement be terminated pursuant to Section 21(a). If a session of the Meeting has not started prior to the time of termination, then if the Agreement is terminated pursuant to Section 21(a), Licensee shall pay to Licenser an amount equal to the reimbursable costs incurred by Licenser up until the time of termination. If one or more sessions of the Meeting have been completed at the time this Agreement is terminated pursuant to Section 21 (a), then Licensee shall pay to Licenser an amount equal to the reimbursable costs incurred by Licenser up until the time of termination and an amount equal to the percentage of the license fee allocable for those sessions of the Meeting which were completed at the time the Agreement is terminated.

(d) Licenser shall have the right to interrupt or terminate the Meeting if such interruption or termination is necessary to protect the safety of persons and property in and around the Rosemont Theatre. The reasons for which the Licenser may interrupt or terminate the Meeting pursuant to this Section include, but are not limited to, bomb threats, fire, acts by persons participating in the sessions of the Meeting, and acts by persons attending the Meeting.

(e) If Licenser in its sole discretion determines that the reason the Meeting was interrupted or terminated under Section 21(d) was not the responsibility of the Licensee, then Licensee may retain possession of the Licensed Space for sufficient time to complete the Meeting unless Licenser has committed the Licensed Space for the additional time needed to complete the Meeting to another licensee. Licensee shall be responsible for any and all reimbursable costs which are incurred by Licenser during any additional time used by Licensee under this Section.

(f) If Licenser in its sole discretion determines that the reason or cause for an interruption or termination under Section 21(d) is not the responsibility of Licensee, and it is not possible for Licensee to complete the Meeting, then the license fee provided for in Section 3(a) shall be prorated or adjusted. Licensee, however, shall continue to be liable for all other payments due Licenser under this Agreement.

(g) If Licenser determines that the Licensee is responsible for an interruption or termination of the Meeting under Section 21(d), then Licensee shall continue to be liable for and shall make all payments which are provided for in this Agreement.

## 22. COMPLIANCE WITH LAWS AND REGULATIONS

Licensee shall comply with all laws, ordinances and regulations adopted or established by Federal, State or local governmental agencies and shall comply with all rules and regulations which govern the use and occupancy of the Rosemont Theatre, including, but not limited to, the rules restricting smoking on the Rosemont Theatre premises and relating to the stacking of speakers which are set forth in the Addendum to this Agreement. Licensee will not allow or permit anything to be done within or around the Rosemont Theatre which violates any such laws, ordinances, rules and regulations.

23. CONTROL OF FACILITY AND LICENSOR'S RIGHT TO ENTER

(a) In permitting Licensee to use the Licensed Space as provided in this Agreement, Licensor does not relinquish the right to exercise control over the Rosemont Theatre including the Licensed Space and to enforce all laws, rules and regulations.

(b) Licensor reserves the right to eject or cause to be ejected from the Rosemont Theatre any person that Licensor deems to be objectionable. Licensor shall not be liable to Licensee for any damages that may be sustained by Licensee because of the exercise of its right to eject objectionable persons.

(c) Licensor's officers, employees, agents, concessionaires, and Licensor's concessionaires' servants, employees and agents shall at all times have access to the Licensed Space in accordance with and upon presentation of passes issued to them by Licensor.

24. PUBLIC SAFETY

Licensee and its agents and employees shall conduct themselves at all times in a manner which will not endanger persons or property in and around the Rosemont Theatre. Licensee, its agents and employees will observe and abide by all requests made by or on behalf of Licensor, the Village of Rosemont Department of Public Safety or any other governmental agency whose duty it is to preserve and protect persons and property in and around the Rosemont Theatre.

25. BROADCASTING RIGHTS

There shall be no radio or television broadcast of the Meeting, nor shall any radio or television broadcast originate from the Rosemont Theatre during the Use Date(s) without the prior written permission of the Licensor. Such permission may be conditioned upon Licensee furnishing and installing at its sole cost and expense, all equipment necessary for the broadcasting and removing all such equipment following the conclusion of the broadcast, and/or upon the payment of a fee by Licensee to Licensor.

26. RECORDING

Licensee may make visual or audio recordings of sessions of the Meeting for use by Licensee and Licensee's employees without the written permission of the Licensor. Licensee may make visual or audio recordings of sessions of the Meeting for use by persons other than the Licensee and Licensee's employees provided that if such recording contains material which identifies or refers to the Rosemont Theatre, the Licensee must obtain the approval of Licensor prior to distributing the recording to persons other than Licensee's employees. Any costs incurred by Licensor as a result of the recording of any portion of the Meeting shall constitute a



reimbursable expense of purposes of this Agreement. Licensors may require Licensee to make an advance payment equal to the estimated amount of such costs.

27. PROPERTY OF LICENSEE AND THIRD PERSONS

(a) Any and all property which is owned by Licensee or is under Licensee's custody or control shall be kept at the Rosemont Theatre at Licensee's own risk. Licensors shall have no liability whatsoever if any such property is damaged, destroyed or lost, regardless of cause while it is located on the premises of the Rosemont Theatre.

(b) Licensors will accept delivery of property at the Rosemont Theatre which is addressed to Licensee but shall do so only as a service to Licensee. Licensee will indemnify and hold the Licensors harmless for any loss or damage to any such property.

(c) Except to the extent that any claim is covered by the insurance which is provided under Section 28, Licensee shall indemnify and hold harmless Licensors from any claims made by any third party or costs related to claims made by any third party including attorneys' fees for loss or damage to third party property located in the Rosemont Theatre which occurs on the Use Date(s).

28. INSURANCE

(a) Licensee at its own cost and expense shall provide and keep in full force and effect during the Use Date(s) the following types of insurance policies with limits not less than the amounts specified below:

- (I) Workers' Compensation and As required by law  
Employers' Liability
- (ii) Comprehensive General Liability  
including Personal Injury Groups  
A, B, and C with Exclusion C deleted  
including Contractual Liability Endorsement  
Bodily Injury Including Death
  - \$1,000,000 each person
  - \$1,000,000 each occurrence
- Property Damage
  - \$1,000,000 each occurrence

Licensors must be named as an additional insured under the Comprehensive General Liability Insurance Policy. The Comprehensive General Liability Insurance Policy may consist of primary and umbrella coverages and must cover the Rosemont Theatre and adjacent premises owned by the Licensors. Licensee must provide Licensors with certificates of insurance not less than thirty

(30) days prior to the Use Date(s) which show that it has obtained the required insurance coverage from financially sound and reputable insurance companies. Such certificates of insurance must provide that the insurance coverage described in the certificate will not be canceled unless Licensor is given at least ten (10) days written notice.

(b) Licensee shall not perform any act or omission or permit or suffer the performance of any act or omission which may reasonably result in either the cancellation or invalidation of any insurance policies maintained by Licensor or an increase in the premiums Licensor is required to pay for such insurance policies.

(c) Licensor shall upon request provide Licensee with information as to the type and limits of the insurance coverage which Licensor has obtained that is applicable to the Rosemont Theatre.

29. INDEMNIFICATION FOR ACTS AND OMISSIONS BY LICENSEE, LICENSEE'S AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS

To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the Licensor and Licensor's agents, officers and employees from and against all claims, judgements, damages, losses and expenses, including but not limited to attorneys' fees, which result directly or indirectly from the negligent or the reckless or willful acts or omissions of Licensee or Licensee's agents, officers and employees or independent contractors hired by the Licensee, and the Licensee shall at its own expense appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith and if any judgement shall be rendered against Licensor or against Licensor's agents, officers or employees, then Licensee shall, at its own expense, satisfy and discharge the same. Licensee expressly understands and agrees that any insurance protection which may be required by this Agreement or any other agreement or which is otherwise provided by Licensee shall in no way limit the Licensee's responsibility to indemnify, keep and save harmless and defend the Licensor and Licensor's agents, officers and employees as provided in this section.

30. ASSIGNMENT

(a) Neither this Agreement nor any of the rights granted by this Agreement may be assigned, transferred, mortgaged, pledged, hypothecated or in any way encumbered or disposed of by Licensee without the prior written consent of Licensor. Any assignment, transfer or encumbrance or any attempted transfer, assignment or encumbrance without such consent shall be null and void and shall neither relieve Licensee of any of its obligations under this Agreement nor create any obligation on the part of Licensor.

(b) A successor in interest of Licensee by merger, operation of law or valid assignment, purchase or otherwise of substantially the entire business of the Licensee shall succeed to all of the rights of Licensee and assume all of the obligations and duties of the

Licensee under this Agreement provided that said successor gives prompt written notice to Licensors and accepts in writing all of the obligations and duties of the Licensee under this Agreement.

(c) Licensors consent to any assignment or other transfer by Licensee shall not be deemed to be a consent by Licensors to any further assignment or transfer.

(d) Licensee shall not without Licensors prior written consent, sub-license the Licensed Space or any part thereof, or permit the use or occupancy of all or any part of the Licensed Space by anyone other than Licensee.

(e) Licensors has no right to grant to any third party the right to use the Licensed Space during the Use Date(s) as provided in this Agreement unless this Agreement is terminated.

### 31. DEFAULT

If the Licensee fails to perform in accordance with or fails to comply with any of the terms and conditions contained in this Agreement, the Licensors shall have all the remedies provided for by law, and in addition, may:

(1) Terminate this Agreement by giving written notice of termination to the Licensee. Upon the mailing of written notice of termination, this Agreement shall terminate and all rights and privileges granted or extended by this Agreement shall be deemed revoked. If this Agreement is terminated pursuant to this Subsection, then Licensee shall continue to be liable to Licensors for all reimbursable costs incurred pursuant to Section 5 of this Agreement by Licensors and shall also be liable for the fees specified in Sections 3 and 6 of this Agreement subject to a set off in the amount of any license fees which Licensors might receive from others for use of the Licensed Space on the Use Date(s). In addition, all deposits made by Licensee shall be retained by Licensors.

AND

(2) Deny Licensee and Licensees officers, agents, employees and independent contractors hired by the Licensee admission to the Rosemont Theatre and the use and occupancy of the Licensed Space and remove from the Rosemont Theatre any personal property of the Licensee or Licensees officers, agents, employees or independent contractors hired by the Licensee at Licensees expense or place such property in a public warehouse or other place of safe keeping at Licensees risk and expense.

32. LEGAL EXPENSES

Licensee shall pay Licensor all costs, expenses and attorneys' fees incurred by Licensor in enforcing the covenants and conditions of this Agreement.

33. BANKRUPTCY

In the event that Licensee is adjudged a bankrupt, makes an assignment for the benefit of creditors, commits any other affirmative act of insolvency, files a petition or has filed against it a petition that is not discharged within ten (10) days fore reorganization, arrangement, debt moratorium or other relief for debtors under any bankruptcy, insolvency act, code or law or in the event a custodian, receiver or trustee shall be appointed for the business or property of Licensee, this Agreement shall not be considered an asset of the Licensee or Licensee's estate and Licensor may immediately terminate this Agreement upon notice to the Licensee and exercise any and all rights and remedies provided in Section 31.

34. GOVERNING LAW

This Agreement shall in all respects, including validity, interpretation and effect be governed by the laws of the State of Illinois.

35. NON-WAIVER

The failure of Licensee or Licensor to insist on the other party's strict compliance with the terms and conditions contained in this Agreement shall not constitute a waiver of Licensor's and Licensee's right to insist that the other party in the future strictly comply with any and all of the terms and conditions contained in this Agreement and to enforce such compliance by any appropriate remedy.

36. NOTICES

(a) Unless otherwise provided herein to the contrary, all notices, required or permitted under this Agreement shall be made in writing.

(b) Unless otherwise provided herein to the contrary, if the notice is sent by certified or registered mail postage prepaid, then it shall be deemed to be given when it is deposited in the United States Mail and address as follows:

IF TO LICENSEE:

Triton College  
2000 N. 5<sup>th</sup> Ave.  
River Grove, IL 60171  
Attn: Dr. Koslow Martin

IF TO LICENSOR:

Rosemont Theatre Village  
of Rosemont 5400 N.  
River Road Rosemont, IL.  
60018 Attn: Executive  
Director

Otherwise notice shall be deemed to be given when the notice is actually received by the party to whom it is directed.

(c) Either party may change to another single address the address to which such notices are to be sent by giving prior written notice to the other party.

37. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of Licensor, its successors and assigns and shall be binding upon and inure to the benefit of the Licensee and its successors, executors, administrators, heirs and assigns subject to the provisions of Section 30 which limit Licensee's right to assign or transfer this Agreement.

38. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- \* The Rosemont Theatre License Agreement

These documents constitute the entire Agreement between the Licensor and Licensee with respect to the subject matter hereof and supersede all proposals oral or written and all negotiations, conversations and discussions heretofore had between the Licensor and the Licensee related to this Agreement.

39. MODIFICATION AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both the Licensors and the Licensee.

40. LICENSE ONLY

It is expressly understood by and between Licensors and Licensee that the rights which Licensee has pursuant to this Agreement to use the Licensed Space are in the nature of a license and that Licensee does not have a leasehold interest or any other interest in the Rosemont Theatre or in the property on which the Rosemont Theatre is located.

41. OTHER MATTERS

Licensors shall have the discretion to determine any questions and resolve any other matters that might arise which are not covered by this Agreement.

42. CAPTIONS AND INDEX

The index and captions used in this Agreement are for the convenience of the parties only and shall not affect the meaning of any of the provisions of this Agreement or be deemed a part of the Agreement.

43. RIGHTS OF THIRD PARTIES

This Agreement does not confer any rights upon any member of the public, any person attending the Meeting or any other third party, unless this Agreement expressly and explicitly provides the third party with such right.

44. APPROVAL OF CONTRACT

It is agreed that this Agreement will not be in force until it has been signed by both Licensee and Licensors.

IN WITNESS WHEREOF, Licensor and Licensee have made this Agreement as of the date first written above.

LICENSOR: VILLAGE OF ROSEMONT

BY: \_\_\_\_\_  
Patrick Nagle, Executive Director  
Rosemont Theatre

LICENSEE: TRITON COLLEGE

Attest: \_\_\_\_\_  
BY: \_\_\_\_\_  
Mark R. Stephens, Chairman of the Board  
Triton College

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

Meeting of February 19, 2019


ACTION EXHIBIT NO. 16249

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

**RECOMMENDATION:** That the Board of Trustees approve the Clinical Affiliation Agreement between Little Company of Mary Hospital and Health Care Center, Inc. and Triton College. This Agreement will become effective once both parties have signed and shall have a term of two (2) years that will terminate on January 28, 2022. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is terminated or not renewed for a subsequent term, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment. There is no cost to the college for this Agreement.

**RATIONALE:** This Affiliation Agreement will enable students in Triton College's Nuclear Medicine Technology and Diagnostic Medical Sonography programs to participate in clinical education experiences at Little Company of Mary Hospital. This is the Little Company of Mary Hospital Agreement and the recommendation is made to accept this as a business decision.

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

  
(Vice President) Debra Baker

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**Board Officers' Signatures Required:**

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

\_\_\_\_\_  
**Diane Viverito**  
Secretary

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

Related forms requiring signature: Yes X

No \_\_\_\_\_



# **Little Company of Mary Hospital and Health Care Centers, Inc.**

## **Standard Clinical Affiliation Agreement**

**Triton College**

**1/28/2019-1/28/2021**

**AFFILIATION AGREEMENT  
BETWEEN**

**AND**

**LITTLE COMPANY OF MARY HOSPITAL AND HEALTH CARE CENTERS, INC.**

**THIS AGREEMENT** is entered into this 28<sup>th</sup> day of January 2019 by and between Little Company of Mary Hospital and Health Care Centers, Inc. and Triton College to provide clinical experience for students in the **Diagnostic Sonography and Nuclear Medicine Technology** programs.

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

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

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

**A. SCHOOL RESPONSIBILITIES:**

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

**2. Student professional liability insurance.**

Other Colleges and Universities

Unless otherwise specified in Exhibit C, the School shall maintain and provide proof to the Facility of professional liability insurance policy of at least Two Million Dollars (\$2,000,000.00) per occurrence or claim and Five Million Dollars (\$5,000,000.00) in the aggregate; and general liability coverage of at least Two Million Dollars (\$2,000,000) per occurrence or claim and Five Million Dollars (\$5,000,000) in the aggregate covering the acts of School participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the program. The School shall require students participating in the program to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

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

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

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

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

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

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

- (a) Follow the administrative policies, standards, and practices of the Facility.
- (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
- (c) Provide his/her own transportation and living arrangements.
- (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
- (e) Conform to the standards and practices established by the School while functioning at the Facility.
- (f) Obtain prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience, which shall not be unreasonably denied.
- (g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of JCAHO and/or other relevant accrediting or regulatory bodies.

## **B. FACILITY RESPONSIBILITIES:**

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

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

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

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

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

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

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

8. **Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the clinical placement immediately upon execution of this Agreement.

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.

10. **Insurance.** The Facility shall maintain self-insurance coverage of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Three Million Dollars (\$3,000,000) in the aggregate covering acts of the Facility and all personnel participating in the program. Evidence of coverage as specified above must be produced prior to student participation in the program. In the event required insurance coverage is not provided or is canceled, the School may terminate the placement of any student.

#### **C. OTHER RESPONSIBILITIES:**

1. **Compliance with patient privacy laws.** The School agrees to abide by and inform 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. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate ("**Business Associate**"), as described in the federal privacy regulations, the School shall, upon a date mutually agreed by the parties, abide by the conditions and requirements as stated in **Exhibit D**, attached hereto and incorporated into the Agreement by this reference, through the remainder of the term of this Agreement.

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

3. **Determination of number of participating students.** The number of students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at Facility during the term of this

Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the clinical education program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.

**4. Evaluation of students' clinical experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students. However, School shall remain solely responsible in determining final grades and the assignment of academic credit.

#### **5. Removal of students.**

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

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

#### **D. TERM OF AGREEMENT:**

**The term of this Agreement shall be for two (2) years to commence on January 28, 2019 and terminate on January 28, 2021.** Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is terminated or not renewed for a subsequent term, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

#### **E. ADDITIONAL TERMS:**

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

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

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

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

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

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

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

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

If either party has more than 25 employees, that party certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.

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

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

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

If to the Facility:

Little Company of Mary Hospital and Health Care Centers, Inc.  
2800 West 95<sup>th</sup> Street  
Evergreen Park, IL 60805  
Attention: Teresa Luna  
Facsimile: 708 229 4236  
Telephone: 708 229 5833  
Email: tluna@lcmh.org

With a Copy to:

Facility Legal Counsel at:  
Little Company of Mary Hospital and Health Care Centers, Inc.  
2800 West 95<sup>th</sup> Street  
Evergreen Park, IL 60805  
Attention: Kristen Laurie

If to the School:

Triton College  
2000 Fifth Avenue  
River Grove, IL 60171  
Attention: Susan Campos PhD  
Dean of Health Careers and Public Service Programs  
Facsimile: 708-779-4902  
Telephone: 708-456-0300 ext.3712

If required: With a Copy to:



Kusper & Raucci Chartered  
33 North Dearborn Street  
Suite 1500  
Chicago, Illinois 60602  
Attention: Sarie Winner  
or to such other addresses as the parties may specify in writing from time to time

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

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

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

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

**14. Taxes.** 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.

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

**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.

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

For and on behalf of:

Little Company of Mary Hospital  
and Health Care Centers

Triton College

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Printed Name: Mary Jo Quick

Printed Name: Mark R. Stephens

Title: VP of Mission/Spirituality

Title: Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

Little Company of Mary Hospital and Health Care Centers

## **EXHIBIT B**

### **Name of the Program**

Diagnostic Sonography

Nuclear Medicine Technology

## EXHIBIT C

### PROGRAM SPECIFIC REQUIREMENTS

(Each program shall have its own program specific requirement checklist)

Facility: Little Company of Mary Hospital and Health Care Centers

School: **Triton College**

Program: **Diagnostic Sonography & Nuclear Medicine Technology**

Facility requires:	Yes	No
1. Proof of student professional and general liability insurance (paragraph A.2)	X	<input type="checkbox"/>
2. Proof of comprehensive health insurance (paragraph A.2)	X	<input type="checkbox"/>
3. Verification that students have met requirements for: (paragraph A.4)		
a. Current CPR health care provider card	X	<input type="checkbox"/>
b. Hepatitis vaccination	X	<input type="checkbox"/>
c. OSHA compliance for prevention of transmission of blood borne pathogens and TB	X	<input type="checkbox"/>
d. Any students affiliating at Little Company of Mary Hospital and Health Care Centers, who shall have any patient contact shall provide: <u>Proof of immunization or titer immune for measles, mumps, rubella, varicella, negative annual TB test. If TB is positive Chest x-ray and medical follow up necessary.</u>	X	
Students, who shall have no patient contact, shall provide: <u>negative annual TB test. If TB is positive Chest x-ray and medical follow up necessary.</u>		
4. Criminal background check (paragraph A.5) * If yes, type of check_____	X	<input type="checkbox"/>
5. Drug screen (paragraph A.5) * If yes, type of screening_____10 Panel Screen_____	X	<input type="checkbox"/>
6. Acceptance of faith-based provision addendum (if included) <b>Exhibit E</b> attached	X	<input type="checkbox"/>
7. Evidence of relevant faculties' certifications or licensures when necessary in specific situations. (paragraph E.3)	X	<input type="checkbox"/>
8. Additional insurance coverage (paragraph E.2) If yes, type of insurance and coverage required	<input type="checkbox"/>	<input type="checkbox"/>

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

10. ☐ ☐  
Other \_\_\_\_\_

—  
\*

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

### School requires:

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

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

3. Other ☐ ☐  
\_\_\_\_\_

## EXHIBIT D

### Confidentiality of Protected Health Information

#### 1. Definitions

The following definitions apply to this Exhibit to the Agreement.

- a. Business Associate. "Business Associate" shall mean **(School)**
- b. Facility. "Facility" shall mean Little Company of Mary Hospital and Health Care Centers
- c. Individual. "Individual" shall refer to a patient and have all the same meaning as the term "individual" in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- d. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- e. Protected Health Information. Protected Health Information ("**PHI**") shall have the same meaning as the term "PHI" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Facility.
- f. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.
- g. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- h. Capital Terms. All other capital terms referenced herein shall bear the meaning ascribed thereto in the Agreement.

#### 2. Obligations of Business Associate

- a. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.
- d. Business Associate agrees to report to the Facility any use or disclosure of the PHI not provided for by the Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Facility, agrees to

the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

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

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

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

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

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

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

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

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

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

c. The Facility shall notify Business Associate of any restriction to the use or disclosure of PHI that the Facility has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.



5. **Permissible Requests by the Facility.** The Facility shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Facility.

6. **Term and Termination**

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

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

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

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

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

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

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

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

## EXHIBIT E

The following terms shall be part of the Affiliation Agreement:

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

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

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

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

Meeting of February 19, 2019


ACTION EXHIBIT NO. 16250

**SUBJECT: FEE WAIVER FOR MABAS DIVISION 20 EMS SAFETY TRAINING**

**RECOMMENDATION:** That the Board of Trustees approve the use of the Fine Arts Gallery, room J107, for the Mutual-Aid Box Alarm Systems (MABAS) Division 20 EMS Training Team on Wednesday, May 1, 2019, from 9:00am-12:00pm for a meeting and waive the room rental fee of approximately \$240.

**RATIONALE:** The MABAS Division 20 is a group of fire departments representing Rosemont, Schiller Park, Norridge, Harwood Heights, Elmwood Park, River Grove, Melrose Park, Northlake, Franklin Park, Stone Park, Maywood, Broadview, Bellwood, Westchester, Hillside, Berkeley, and unincorporated Leyden Township. Bringing personnel onto campus fosters an awareness of the college and its campus with our community partners and helps to develop partnerships with fire department governmental entities within the Triton College district.

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

  
(Vice President) Debra Baker

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**Board Officers' Signatures Required:**

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

\_\_\_\_\_  
**Diane Viverito**  
Secretary

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

Related forms requiring signature: Yes ☐ No X

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

Meeting of February 19, 2019

ACTION EXHIBIT NO. 16251

**SUBJECT: DESTRUCTION OF CLOSED SESSION VERBATIM RECORDINGS**

**RECOMMENDATION:** That the Board of Trustees approve the destruction of six (6)  
verbatim recordings of the Closed Sessions of the Board of Trustees made on February 21, 2017,  
March 21, 2017, April 18, 2017, May 16, 2017, June 20, 2017 and July 18, 2017 in accordance  
with Illinois law.

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

**Submitted to Board by:** Sean Sullivan  
(Vice President) Sean O'Brien Sullivan  
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**Board Officers' Signatures Required:**

<u>Mark R. Stephens</u> Chairman	<u>Diane Viverito</u> Secretary	<u>                    </u> Date
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Related forms requiring signature: Yes ☐ No ☒

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

Meeting of February 19, 2019

ACTION EXHIBIT NO. 16252

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

**RECOMMENDATION:** That the Board of Trustees approve the following Closed Session Minutes: 7/17/18, 8/28/18, 9/25/18, 10/16/18, 11/20/18, and 12/18/18, and authorize release of the Closed Session Minutes of the same dates.

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

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

  
(President) Mary-Rita Moore

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**Board Officers' Signatures Required:**

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

\_\_\_\_\_  
**Diane Viverito**  
**Secretary**

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

Related forms requiring signature: Yes ☐ No ☒

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

Meeting of February 19, 2019

ACTION EXHIBIT NO. 16253

**SUBJECT: EMERGENCY COMPUTER REPAIR EXPENDITURE**  
**(Confirmation of Board Poll)**

**RECOMMENDATION:** That the Board of Trustees authorize the Vice President of Business Services to expend emergency funds up to \$500,000 to engage the services of specialized legal counsel and forensic computer repair specialists (identified by AIG) to investigate, correct and repair, along with college staff, a computer data event which has disabled the College's ERP (Enterprise Resource Planning) System and requires expert intervention. The College maintains insurance coverage for such events and these expenses are reimbursable under the insurance policy subject to the College's \$10,000 deductible.

**RATIONALE:** The College has encountered a computer data event requiring the intervention of outside experts and is insured for such incidents through the Illinois Community College Risk Management Consortium. Through ICCRMC, the College maintains coverage with AIG in the amount of \$1 million.

*(Board Poll conducted on February 10, 2019, with a 7-0 vote in favor; the Student Trustee voted "yes." The College's maximum cost to resolve the situation is \$10,000 due to insurance deductible levels. Any and all amounts over \$10,000 are paid by insurance coverage. The Board had to approve a larger expenditure because funds must be paid by the College and then reimbursed by the insurance company under the coverage policy.)*

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

**Board Officers' Signatures Required:**

<u>Mark R. Stephens</u> Chairman	<u>Diane Viverito</u> Secretary	<u>                    </u> Date
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Related forms requiring signature: Yes            No   X