



**Special Meeting of the
Board of Trustees**

BUDGET HEARING

Agenda

Tuesday, July 16, 2019

I. CALL TO ORDER

6:30 p.m. on July 16, 2019
Boardroom – A-300

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. CITIZEN PARTICIPATION

V. PUBLIC HEARING ON FY 2020 TENTATIVE BUDGET

VI. ADJOURNMENT



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, July 16, 2019

- I. CALL TO ORDER** July 16, 2019 at 6:35 p.m.
- II. ROLL CALL**
- III. APPROVAL OF BOARD MINUTES – VOLUME LV**
[Minutes of the Regular Board Meeting of June 18, 2019, No. 16](#)
- IV. COMMENTS ON THIS AGENDA**
- V. CITIZEN PARTICIPATION**
- VI. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VII. STUDENT SENATE REPORT**
- VIII. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- IX. ADMINISTRATIVE REPORT**
- X. PRESIDENT’S REPORT**
- XI. CHAIRMAN’S REPORT**
- XII. NEW BUSINESS**
 - A. Board Policy – Second Reading
 - [Student Affairs](#)
 - [5201.1 Change of Grades](#)
 - [Academic Affairs](#)
 - [6080 Course Syllabi](#)
 - B. [Action Exhibits](#)
 - [16322 Budget Transfers](#)
 - [16323 Certificate of Final Completion and Authorization of Final Payment for the J, N, & T Buildings Mechanical Upgrades Project](#)
 - [16324 Certificate of Final Completion and Authorization of Final Payment for the T Building Linear Drain Replacement Project](#)

[16325 Ratification of IEA–NEA Adjunct Faculty Negotiated Agreement 2019-2024 – Confirmation of Board Poll](#)

[16326 ILLINET/OCLC Services FY 20](#)

[16327 Intergovernmental Agreement with Oak Park & River Forest High School](#)

[16328 Clinical Affiliation Agreement with Advocate Christ Medical Center](#)

[16329 Clinical Affiliation Agreement with Advocate Medical Group](#)

[16330 Clinical Affiliation Agreement with Advocate Occupational Health](#)

[16331 Clinical Affiliation Agreement with Dreyer Clinic Inc.](#)

[16332 Addendum Clinical Affiliation Agreement with University of Chicago Medical Center](#)

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 Interim Position & Contract Approval

3.1.01 Denise Jones, Interim Dean of Students

XIII. COMMUNICATIONS – INFORMATION

A. Human Resources Information Materials

B. Informational Material

XIV. ADJOURNMENT

CALL TO ORDER/ROLL CALL

Vice Chairwoman Donna Peluso called the regular meeting of the Board of Trustees to order in the Boardroom at 6:40 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Mr. Glover Johnson, Mr. Steven Page, Ms. Donna Peluso, Mrs. Elizabeth Potter, Mr. Rich Regan, Ms. Diane Viverito.

Absent: Mr. Luke Casson, Mr. Mark Stephens.

Ms. Peluso noted that Mr. Stephens is absent due to personal business.

APPROVAL OF BOARD MINUTES

Mr. Johnson made a motion, seconded by Ms. Viverito, to approve the minutes of the Regular Board Meeting of May 21, 2019. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

Charles Harper from CCCTU Local 1600 addressed the Board regarding ongoing contract negotiations with the Classified and Mid-Management groups. He commented on changes in Springfield and the 5 percent increase in higher education funding, and asked that employee groups be rewarded equitably.

REPORTS/ANNOUNCEMENTS – Employee Groups

Faculty Association President Joe Dusek reported that faculty are proceeding with an arbitration with the deadline to select the arbitrator set for June 24.

Mid-Management Association President Kay Frey reported that mid-managers are working on negotiating a fair and equitable contract. She discussed the hard work that mid-managers do and that improving benefits could be considered an investment.

Classified Association President Renee Swanberg reported that classified are working on negotiating a fair and equitable contract. She discussed the support that classified staff provides to all on campus and her hope that negotiations reflect how that is valued.

Adjunct Faculty Association Vice President Patrick Kane reported that adjuncts have a contract proposal and are conducting meetings to review and vote on the matter.

STUDENT SENATE REPORT

None.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito reported that the committee reviewed and supports of all of the items pertaining to academic and student affairs and asks for the Board's approval.

Finance/Maintenance & Operations

Ms. Peluso reported that the committee met on June 5, reviewed twenty-seven new business items and four purchasing schedules, and unanimously voted to forward all items to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

None.

PRESIDENT'S REPORT

President Mary-Rita Moore recognized the academic Business Division for achieving accreditation from the Accreditation Council for Business Schools and Programs (ACBSP) after working diligently over the past few years. She congratulated Program Coordinator Dr. Bill Griffin, other faculty, and staff, and is pleased about the prospects for the Triton community making use of this resource.

Ms. Moore welcomed Mike Monaghan, Executive Director of the Illinois Community College Trustees Association. Mr. Monaghan announced that he is visiting Triton to recognize Donna Peluso for her 25-plus years of service as a community college Trustee. He described Ms. Peluso as a pillar of the community, raising the standard statewide for all Trustees and Boards. He shared that since the community college system was established in 1964, there have been over 2000 Trustees elected and serving in the state and there are less than 20 who have 25 years of service.

Ms. Peluso commented that since her appointment in 1992 and election in 1993, she has been extremely honored to serve the residents of the district and work with such an amazing Board and great Presidents. She expressed her pride in knowing the administrators, faculty, mid-managers, classified, and hourly staff who make Triton College what it is. She added that community residents often come up to her and tell her how wonderful Triton is and the opportunities Triton has afforded their children and families to advance themselves.

Ms. Peluso thanked Mr. Monaghan for his support and advocacy for community colleges and congratulated him on his career which includes 14 years as Executive Director of ICCTA and over 40 years in higher education and legislation.

CHAIRMAN'S REPORT

Ms. Peluso commented that she hopes to see everyone at the Foundation Golf Outing tomorrow.

NEW BUSINESS

BOARD POLICY – First Reading

Student Affairs

5201.1 Change of Grades

Academic Affairs

6080 Course Syllabi

This is the first reading of these policy changes and they will return for action at the July Board meeting.

ACTION EXHIBITS

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

- 16293 Budget Transfers**
- 16294 Approval of FY 2020 Tentative Budget**
- 16295 Prevailing Wage Resolution 2019-2020**
- 16296 FY 2021 RAMP Report**
- 16297 Revision in Treasurer's Bond**
- 16298 Reduction of Surety Bond – Capital Improvements for College Treasurer**
- 16299 Professional Services Agreement Extension with Dorgan, Butcher & Phelps LLC**
- 16300 Update of Approved Tax Sheltered Annuity Providers**
- 16301 Apple, Inc. Purchase of Apple Equipment**
- 16302 CDW Government Purchase of Computer Software and Peripherals**
- 16303 Heartland Business Systems Purchase of Computer Hardware, Software and Peripherals**
- 16304 Midco Software Assurance Renewal**
- 16305 Midco Hardware Support Renewal**
- 16306 Midco Purchase of Telephone Equipment**
- 16307 American Digital – HP Hardware Maintenance**
- 16308 American Digital – Purchase of Network Hardware**
- 16309 Renewal of Service Agreement with PeopleAdmin, Inc.**
- 16310 Agreement with Shaker Recruitment, Advertising and Communications (FY 20)**
- 16311 Reliance Standard Group Term Life Insurance Rate**
- 16312 Non-Bargained for Hourly Employee Wage Increase**
- 16313 Agreement with WGN-TV**
- 16314 Agreement with 2060 Digital**
- 16315 Agreement with HIBU**
- 16316 Agreement with Comcast Spotlight**
- 16317 Titles for Library Removal/Weeding**
- 16318 Amendment to Clinical Affiliation Agreement with West Suburban Medical Center Vanguard River Forest Campus**
- 16319 Amendment to McGraw Hill Education Data Sharing Agreement**
- 16320 College Curriculum Committee Recommendations, June 2019**
- 16321 Intergovernmental Agreement for Criminal Justice Courses for the Transportation Security Administration**

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

PURCHASING SCHEDULES

- B41.27 Triton College Connect Newsletter**

B41.28 Continuing Ed Guide – Fall 2019

B41.29 Janitorial Supplies – 2019

B41.30 Boiler Burner Replacement – Building N

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

BILLS AND INVOICES

Ms. Viverito made a motion, seconded by Mr. Regan, to pay the Bills and Invoices in the amount of \$766,269.27.

Roll Call Vote:

Affirmative: Mr. Johnson, Mr. Page, Ms. Peluso, Mrs. Potter, Mr. Regan, Ms. Viverito.
Absent: Mr. Casson, Mr. Stephens.

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

CLOSED SESSION

Ms. Viverito 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. Johnson.

Roll Call Vote:

Affirmative: Mr. Johnson, Mr. Page, Ms. Peluso, Mrs. Potter, Mr. Regan, Ms. Viverito.
Absent: Mr. Casson, Mr. Stephens.

Motion carried 5-0 with the Student Trustee voting yes. The Board went into Closed Session at 7:02 p.m.

RETURN TO OPEN SESSION

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

Roll Call Vote:

Affirmative: Mr. Johnson, Mr. Page, Ms. Peluso, Mrs. Potter, Mr. Regan, Ms. Viverito.
Absent: Mr. Casson, Mr. Stephens.

Motion carried 5-0 with the Student Trustee voting yes. The Board returned to Open Session at 7:42 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

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

2.0 Adjunct Faculty

Mrs. Potter made a motion, seconded by Mr. Johnson, to approve pages 2 and 3 of the Human Resources Report, items 2.1.01 through 2.8.03. Voice vote carried the motion unanimously.

3.0 Administration

Mrs. Potter made a motion, seconded by Mr. Johnson, to approve page 4 of the Human Resources Report, items 3.1.01 through 3.4.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve pages 5 and 6 of the Human Resources Report, items 4.1.01 through 4.8.01. Voice vote carried the motion unanimously.

5.0 Mid-Management

Mr. Regan made a motion, seconded by Mrs. Potter, to approve pages 7 and 8 of the Human Resources Report, items 5.1.01 through 5.4.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve pages 9 through 11 of the Human Resources Report, items 6.1.01 through 6.4.01. Voice vote carried the motion unanimously.

7.0 Other

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve pages 12 and 13 of the Human Resources Report, items 7.1.01 through 7.7.02. Voice vote carried the motion unanimously.

ADJOURNMENT

There being no further business before the Board, a motion was made by Mrs. Potter to adjourn the meeting, seconded by Mr. Page. Voice vote carried the motion unanimously. Vice Chairwoman Peluso adjourned the meeting at 7:45 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 July 16, 2019

POLICY SECTION Student Affairs

POLICY NO. 5201.1

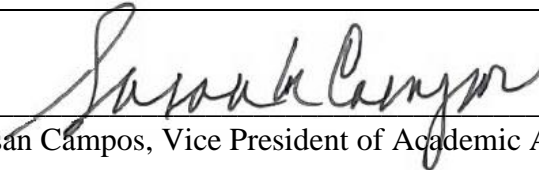
First Reading ☐

Second Reading ☒

TITLE: CHANGE OF GRADES

PURPOSE: A time limit in which a student can initiate a request for a grade change is being added to the policy.

Submitted to Board by:


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

STUDENT AFFAIRS

CHANGE OF GRADES

POLICY 5201.1
ADOPTED: 04/23/91
AMENDED:

Students may challenge a final grade given by an instructor by first presenting their grievances to the instructor in question.

Students may further pursue a grievance by consulting with the chairperson who supervises that instructor, and finally with the dean who supervises the chairperson. The decision of the academic dean will be final.

The student must initiate the process by contacting the instructor no later than the last day of the next regular semester (fall and spring semester).

TRITON COLLEGE, District 504
Board of Trustees

Meeting of July 16, 2019

POLICY SECTION Academic Affairs

POLICY NO. 6080

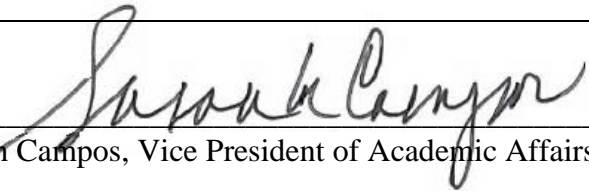
First Reading ☐

Second Reading ☒

TITLE: COURSE SYLLABI

PURPOSE: Additional items have been added to the current syllabi requirements to comply with IAI/ICCB standards and to support student success.

Submitted to Board by:


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

ACADEMIC AFFAIRS

COURSE SYLLABI

POLICY 6080

ADOPTED: 06/25/91

AMENDED: 05/18/93

AMENDED: 08/17/99

AMENDED: 04/28/09

The Triton College Board of Trustees and the College President require that an up-to-date instructor-developed syllabus based on the college-approved course outline be required for each course.

The syllabus is to include:

1. General Course Information
 - a. Course title, catalog number, section
 - b. Semester, year
 - c. Credit Hours (total, plus breakdown of lecture/lab/clinical hours as appropriate)
 - d. Class dates, meeting times, location
 - e. Last day to withdraw with a "W"
2. Instructor Information
 - a. Name
 - b. Contact information: phone, email, preferred method of communication
 - c. Office location
 - d. Conference availability: hours and location
3. Course Description
 - a. Course description from catalog
 - b. IAI designation (as indicated)
 - c. Course outcomes
4. Instructional and Technological Information
 - a. Required materials
 - b. Prerequisites
5. Course Assignments and Assessments
 - a. Grading policy
 - b. Missing/Late assignment Policy
 - c. Final exam date
 - d. Weekly schedule of readings and assignments
6. Course Expectations
 - a. Attendance requirements

TRITON COLLEGE BOARD POLICY

b. Academic Honesty statement:

“Triton College closely adheres to principles of academic honesty and integrity. The Academic Honesty Policy is designed to inform students and faculty of the expectations and procedures associated with the honest pursuit of a Triton College education. Overall, academic achievement is a product of personal commitment, the investigation of knowledge, and a pursuit of independent and honest work, both in and out of the classroom. All forms of cheating deprive the student of achieving true academic success and are therefore considered serious violations. Furthermore, all incidents of cheating will result in a disciplinary response from college officials. The policy is outlined in the student handbook”.

7. Disability and Academic Accommodations statement:

“Students needing academic accommodations due to a medical condition/ disability must make their request at the Center for Access and Accommodative Services (CAAS), Room A-125. Instructors are not required to provide accommodations until the student presents their CAAS card to them. Students will be given a CAAS card that lists the accommodations for which they have been approved. Students are required to show every instructor their CAAS card each semester within the first week of classes. Students taking online classes must scan both sides of their CAAS card and email it to the instructor informing them of their accommodations.

8. Graduation Petition Deadline

Instructors must give a copy of the course syllabus to each student enrolled in the class and an electronic copy to their appropriate supervisor as determined by the Vice President of Academic Affairs.

TRITON COLLEGE, District 504
Board of Trustees

Meeting of July 16, 2019

ACTION EXHIBIT NO. 16322

SUBJECT: BUDGET TRANSFERS

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

RATIONALE: Transfers are recommended to accommodate institutional priorities.

See description on attached forms.

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

Board Officers' Signatures Required:

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

**PROPOSED BUDGET TRANSFERS - FY 2019
FOR THE PERIOD 6/1/19 to 6/30/19**

FROM		
ID#	AREA	ACCT #
AUXILIARY FUND		
1	Women's Softball	05-60401040-550200005

TO		
AREA	ACCT #	AMOUNT
Women's Softball	05-60401040-530900010	400.00
TOTAL AUXILIARY FUND		\$ 400.00

FROM		
ID#	AREA	ACCT #
RESTRICTED FUND		
2	Veterans Resource Center	06-20405002-530900010
3	Veterans Resource Center	06-20405002-540900505
4	NSF Noyce SubAward	06-20905038-510300210
5	NSF Noyce SubAward	06-20905038-530900010

TO		
AREA	ACCT #	AMOUNT
Veterans Resource Center	06-20405002-550100005	67.50
Veterans Resource Center	06-20405002-550100005	93.27
NSF Noyce SubAward	06-20905038-550300005	1,200.00
NSF Noyce SubAward	06-20905038-550100005	400.00
TOTAL RESTRICTED FUND		\$ 1,760.77

TOTAL PROPOSED BUDGET TRANSFERS	\$ 2,160.77
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Budget Transfer Form

Dollar Amount

\$400.00

Object Code Description

From what Budget Account

05 60401040 550200005

Softball In State Travel

To what Budget Account

05 60401040 530900010

Softball other Contractual

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 softball season is over and funds in this account are no longer needed.

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

More funds are needed in softball other contractual to pay for the umpires that worked the Region IV quarterfinal game.

Required Signatures**Requestor**

DocuSigned by:

Harry McGinnis

6/4/2019

Cost Center Manager

DocuSigned by:

Harry McGinnis

6/4/2019

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

DocuSigned by:

[Signature]

6/4/2019

Associate Vice President

DocuSigned by:

Jessica Rubalcaba

6/4/2019

Area Vice President

DocuSigned by:

Jodi Koslow-Martin

6/4/2019

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____

Entered by: 3448008 6/10/19

Budget Transfer Form

Dollar Amount

\$67.50

Object Code Description

From what Budget Account

06 - 20405002 - 530900010

Other Contractual Services

To what Budget Account

06 - 20405002 - 550100005

Meeting Expense

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? Gerardo Porras-Nava

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:

We are finished with the two events we planned for our veterans.

This is an allowable transfer under the Alliant Credit Union guidelines.

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

We have money left over in other budget items that we need to move to Meeting Expense, because we have a fairly large bill to Triton's Catering Company. We provided breakfast and lunch for both events.

Required Signatures

Requestor

DocuSigned by:

Jacqueline Gordon

6/10/2019

Cost Center Manager

DocuSigned by:

Will White

6/10/2019

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:

Paul Jensen

6/18/2019

Area Vice President

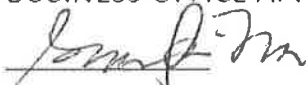
DocuSigned by:

Jodi Koslow Martin

6/19/2019

BUSINESS OFFICE APPROVALS

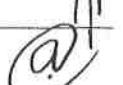
Grant Accountant:



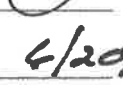
Asst. Director of Finance



Exec. Director of Finance:



AVP of Finance:



VP of Business Services:



Entered by:

B4489 DS 6/20/19

Budget Transfer Form

Dollar Amount

\$93.27

Object Code Description

From what Budget Account

06 - 20405002 - 540900505

other Materials and Supplies

To what Budget Account

06 - 20405002 - 550100005

Meeting Expense

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"

DS

Grant Accountant?

Gerardo Porras-Nava

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:**

We are finished with meeting our deliverables for the year. This is an allowable transfer under the Alliant Credit Union grant guidelines.

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

Our catering bill is more than what is in the Meeting Expense budget item.

Required Signatures

Requestor

DocuSigned by:

Jacqueline Gordon

6/10/2019

Cost Center Manager

DocuSigned by:

Will White

6/10/2019

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:

Paul Jensen

6/18/2019

Area Vice President

DocuSigned by:

Jodi Koslow Martin

6/19/2019

BUSINESS OFFICE APPROVALS

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

AVP of Finance:

VP of Business Services:

Entered by: B4488 DS 6/20/19

Budget Transfer Form

Dollar Amount

\$1200.00

From what Budget Account

06 - 20905038 - 510300210

Object Code Description

Part Time Stipend or Extra Duty

To what Budget Account

06 - 20905038 - 550300005

Travel-Out of State

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:**

Funds in the "Part Time Stipend or Extra Duty" will no longer be needed for that purpose and need to be available to travel out of state to attend the NOYCE Summit, in Washington, DC in July 2019. This is an allowable transfer under the NSF Noyce Sub Award.

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

Funds are required in the 'Travel -Out of State' so that a travel request to attend the NOYCE Summit in Washington, DC, in July 2019 can be processed.

Required Signatures

Requestor

DocuSigned by:

Gabriel Guzman

6/10/2019

Cost Center Manager

DocuSigned by:

Gabriel Guzman

6/10/2019

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:

Kevin Li

6/11/2019

Associate Vice President

DocuSigned by:

Paul Jensen

6/12/2019

Area Vice President

DocuSigned by:

Susan Campos

6/18/2019

BUSINESS OFFICE APPROVALS

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

AVP of Finance:

VP of Business Services:

Entered by: B4485 DS 6/20/19

Budget Transfer Form

Dollar Amount

\$400.00

Object Code Description

From what Budget Account

06 - 20905038 - 530900010

Other Contractual Services

To what Budget Account

06 - 20905038 - 550100005

Meeting Expenses

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:**

Funds in the "Part Time Stipend or Extra Duty" will no longer be needed for that purpose and need to be available into a new "Meeting Expenses" account so that the Office of the Dean of Arts & Sciences can be reimbursed. This is an allowable transfer under the NSF Noyce Sub Award.

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

A new "Meeting Expenses" account is needed so that the Office of the Dean of Arts & Sciences can be reimbursed as they kindly agreed to cover the meeting expenses for the second NSF-NOYCE Workshop hosted by Triton College in January 2019. This is an allowable transfer under the NSF Noyce Sub Award.

Required Signatures

Requestor

DocuSigned by:

Gabriel Guzman

6/10/2019

Cost Center Manager

DocuSigned by:

Gabriel Guzman

6/10/2019

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:

Kevin Li

6/10/2019

Associate Vice President

DocuSigned by:

Paul Jensen

6/18/2019

Area Vice President

DocuSigned by:

Jodi Koslow Martin

6/19/2019

BUSINESS OFFICE APPROVALS

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

AVP of Finance:

VP of Business Services:

Entered by:

B4486DS 6/20/19

TRITON COLLEGE, District 504
Board of Trustees

Meeting of July 16, 2019

ACTION EXHIBIT NO. 16323

SUBJECT: CERTIFICATE OF FINAL COMPLETION
AND AUTHORIZATION OF FINAL PAYMENT FOR THE
J, N, & T BUILDINGS MECHANICAL UPGRADES PROJECT

RECOMMENDATION: That the Board of Trustees approve the Certificate of Final Completion and Final Pay Application of \$32,524.31 for the J, N, and T Buildings Mechanical Upgrades Project. Total project cost was \$325,243.08.

RATIONALE: Operations & Maintenance has reviewed the Certificate of Final Completion, Final Waivers of Lien, and Final Payment Application. Original contract amount was \$358,000. Total project cost was \$325,243.08. This project came in under budget by \$32,756.92.

Submitted to Board by: Sean Sullivan
Vice President Sean Sullivan

Board Officers' Signatures Required:

_____	_____	_____
Mark R. Stephens	Diane Viverito	Date
Chairman	Secretary	

Related forms requiring signature: Yes X No ____

Certificate of Final Acceptance

Project:

Mechanical Upgrades
Buildings J, N, & T
Triton College
2000 Fifth Ave.
River Grove, IL 60171

Architect: ARCON Associates**Contractor:**

Mechanical Concepts of Illinois, Inc.
333 S. O'Hare Drive
Romeoville, IL 60446

Contract Date: 6/27/2018**Date of Issuance:** 6/20/2019**Project or designated portion shall include:** Entire Project – no exceptions.

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

SIGNATURES

Contractor

Mechanical Concepts
Of Illinois, Inc

By

Date 6.24.2019**Architect**

ARCON Associates, Inc.

By


Gaspare PitrelloDate 6.24.2019**Owner**

Triton College

By


John LambrechtDate 6/24/2019**Owner**

Triton College

By

Mark Stephens
Board Chairman

Date

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 3

TO (OWNER): Triton College
2000 Fifth Ave
River Grove, Illinois 60171

PROJECT: Triton College Mechanical Upgrades
2000 Fifth Ave
River Grove, Illinois 60171

APPLICATION NO: 18-025-06F
APPLICATION DATE: 5/29/2019
PERIOD TO: 5/31/2019

FROM (CONTRACTOR): Mechanical Concepts of Illinois, Inc.
333 S. O'Hare Drive
Romeoville, IL 60446
MC OF I JOB # 18-025

YOUR JOB #
VIA (ARCHITECT): Arcon Associates

ARCHITECT'S
PROJECT NO: 18068
CONTRACT DATE: 6/27/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	\$ -	\$ -
Approved this Month		
Number	Date Approved	
		\$ (15,956.92)
		\$ (16,800.00)
TOTALS	\$ -	\$ (32,756.92)
Net change by Change Orders	\$	(32,756.92)

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

CONTRACTOR:

By: [Signature] Date: 5/29/2019

ARCHITECT'S CERTIFICATE FOR PAYMENT:

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

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

1. ORIGINAL CONTRACT SUM.....	\$ 358,000.00
2. Net change by Change Orders.....	\$ (32,756.92)
3. CONTRACT SUM TO DATE (Line 1+2).....	\$ 325,243.08
4. TOTAL COMPLETED AND STORED TO DATE.....	\$ 325,243.08
(Column G on G703)	
5. RETAINAGE:	
a. 10% of Completed Work	\$ -
(Column D+E on G703)	
b. 10% of Stored Material	\$ -
(Column F on G703)	
Total Retainage (Line 5a+5b or Total in Column I of G703).....	\$ -
6. TOTAL EARNED LESS RETAINAGE.....	\$ 325,243.08
(Line 4 less line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior certificate).....	\$ 292,718.77
8. CURRENT PAYMENT DUE.....	\$ 32,524.31
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ -
(Line 3 less Line 6)	

State of: ILLINOIS
Subscribed and sworn before me this
Notary Public: Carol Lynn Kelly
My Commission expires:

County of: WILL
May 29, 2019

"OFFICIAL SEAL"
CAROL LYNN KELLY

Notary Public, State of Illinois
My Commission Expires 7/29/2022

AMOUNT CERTIFIED..... \$ 32,524.31
(attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: [Signature] Date: 6/24/19

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

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
 CONTRACTOR'S signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use column I on contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 18-025-06F
 DATE OF APPLICATION: 5/29/2019
 WORK TO DATE THROUGH: 5/31/2019
 ARCHITECTS PROJECT NO: 18068

A	B	C	D	E	F	G	H	I	
ITEM No	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 10%
			PREVIOUS APPLICATIONS	THIS APPLICATION					
				WORK IN PLACE	STORED MATERIALS				
1	GENERAL CONDITIONS								
2	Contingency	16,800.00		16,800.00		16,800.00	100%	-	-
3	Bond	4,800.00	4,800.00	-		4,800.00	100%	-	-
4	Allowance	20,000.00	4,043.08	15,956.92		20,000.00	100%	-	-
5	Submittals/Engineering	1,500.00	1,500.00	-		1,500.00	100%	-	-
6	Insurance	1,000.00	1,000.00	-		1,000.00	100%	-	-
7	Mobilization	1,500.00	1,500.00	-		1,500.00	100%	-	-
8	Demolition	9,485.00	9,485.00	-		9,485.00	100%	-	-
9	DUCTWORK								
10	Materials	7,540.00	7,540.00	-		7,540.00	100%	-	-
11	Installation Labor	8,560.00	8,560.00	-		8,560.00	100%	-	-
12	REFRIGERANT PIPING								
13	Materials	1,700.00	1,700.00	-		1,700.00	100%	-	-
14	Installation Labor	3,400.00	3,400.00	-		3,400.00	100%	-	-
15	HYDRONIC PIPING								
16	Materials	5,200.00	5,200.00	-		5,200.00	100%	-	-
17	Installation Labor	11,700.00	11,700.00	-		11,700.00	100%	-	-
18	EQUIPMENT								
19	Rooftop Units	33,800.00	33,800.00	-		33,800.00	100%	-	-
20	Curb Adaptors	2,000.00	2,000.00	-		2,000.00	100%	-	-
21	Split System	4,800.00	4,800.00	-		4,800.00	100%	-	-
22	BAC Cooling Tower	96,000.00	96,000.00	-		96,000.00	100%	-	-
23	Control Dampers	4,700.00	4,700.00	-		4,700.00	100%	-	-
24	Louvers	5,150.00	5,150.00	-		5,150.00	100%	-	-
25	FIELD LABOR TO INSTALL EQUIPMENT								
26	Rooftop Units	2,900.00	2,900.00	-		2,900.00	100%	-	-
27	Curb Adaptors	1,000.00	1,000.00	-		1,000.00	100%	-	-
28	Split System	950.00	950.00	-		950.00	100%	-	-
29	BAC Cooling Tower	2,700.00	2,700.00	-		2,700.00	100%	-	-
30	Control Dampers	2,800.00	2,800.00	-		2,800.00	100%	-	-
31	Louvers	2,000.00	2,000.00	-		2,000.00	100%	-	-
32									
33	Unused Contingency	(16,800.00)		(16,800.00)		(16,800.00)	100%	-	-
34	Unused Allowance	(15,956.92)		(15,956.92)		(15,956.92)	100%	-	-
35									
	SUB TOTAL OR TOTAL	219,228.08	219,228.08	-	-	219,228.08	100%	-	-

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

CONTRACTOR'S signed Certification is attached

In tabulations below, amounts are stated to the nearest dollar

Use column I on contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 18-025-06F

DATE OF APPLICATION: 5/29/2019

WORK TO DATE THROUGH: 5/31/2019

ARCHITECTS PROJECT NO: 18068

A	B	C	D	E	F	G		H	I
ITEM No	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 10%
			PREVIOUS APPLICATIONS	THIS APPLICATION					
				WORK IN PLACE	STORED MATERIALS				
36	SUBCONTRACTORS								
37	Everest Controls	68,440.00	68,440.00	-		68,440.00	100%	-	-
38	Electrical	17,775.00	17,775.00	-		17,775.00	100%	-	-
39	Cranes	6,000.00	6,000.00	-		6,000.00	100%	-	-
40	Insulation	10,800.00	10,800.00	-		10,800.00	100%	-	-
41	Test and Balance	3,000.00	3,000.00	-		3,000.00	100%	-	-
42									
43									
44									
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68									
69									
70									
	SUBTOTAL THIS PAGE	106,015.00	106,015.00	-	-	106,015.00	100%	-	-
	SUBTOTAL PRIOR PAGE	219,228.08	219,228.08	-	-	219,228.08	100%	-	-
	TOTAL	325,243.08	325,243.08	-	-	325,243.08	100%	-	-

TRITON COLLEGE, District 504
Board of Trustees

Meeting of July 16, 2019

ACTION EXHIBIT NO. 16324

SUBJECT: CERTIFICATE OF FINAL COMPLETION
AND AUTHORIZATION OF FINAL PAYMENT FOR
THE T BUILDING LINEAR DRAIN REPLACEMENT PROJECT

RECOMMENDATION: That the Board of Trustees approve the Certificate of Final Completion
and Final Pay Application of \$7,098.73 for the T Building Linear Drain Replacement Project.
Total project cost was \$67,074.73.

RATIONALE: Operations & Maintenance has reviewed the Certificate of Final Completion,
Final Waivers of Lien, and Final Payment Application. Original contract amount was \$74,140.
Total project cost was \$67,074.73. This project came in under budget by \$7,065.27.

Submitted to Board by: Sean Sullivan
Vice President Sean Sullivan

Board Officers' Signatures Required:

<u>Mark R. Stephens</u> Chairman	<u>Diane Viverito</u> Secretary	<u> </u> Date
-------------------------------------	------------------------------------	-------------------------------------

Related forms requiring signature: Yes X No

Certificate of Final Acceptance

Project:
Linear Drain Replacement
Building T
Triton College
2000 Fifth Ave.
River Grove, IL 60171

Architect: ARCON Associates

Contractor:
Jensen's Plumbing & Heating, Inc.
670 E. Calhoun Street
Woodstock, IL 60098



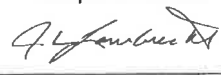
Contract Date: 3/26/2019

Date of Issuance: 4/26/2019

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

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

SIGNATURES

Contractor	Jensen's Plumbing & Heating, Inc	By 	Date <u>4/30/19</u>
		Fred Learman	
Architect	ARCON Associates, Inc.	By 	Date <u>06.07.19</u>
		Gaspare Pitrello	
Owner	Triton College	By 	Date <u>06/24/2019</u>
		John Lambrecht	
Owner	Triton College	By _____	Date _____
		Mark Stephens Board Chairman	

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

PAGE 1 OF PAGES

TO OWNER:

AS AGENTS FOR OWNER
TRITON COLLEGE
2000 5TH AVENUE
RIVER GROVE, IL 60171

PROJECT:

TRITON COLLEGE
2000 5TH AVENUE
RIVER GROVE, IL 60171

APPLICATION NO: 2

INVOICE NO: J26779

PERIOD TO: 06/10/19

PROJECT NOS:

CONTRACT JOB #: PF19058

CONTRACT DATE: 02/28/19

Distribution to:

- ☐ Owner
☐ Architect
☐ Contractor
☐ Field
☐ Other

FROM CONTRACTOR:

Jensen's Plumbing & Heating
670 East Calhoun St
Woodstock, IL 60098

VIA ARCHITECT:

BUILDING & LINEAR DRAIN REPLACEMENT

CONTRACT FOR: Plumbing Work

Cust: 13568

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	74,140.00
2. Net change by Change Orders	\$	-7,065.27
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	67,074.73
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	67,074.73
5. RETAINAGE:		
a. .00 % of Completed Work (Column D + E on G703)	\$.00
b. .00 % of Completed Work (Column F on G703)	\$.00
Total Retainage (Line 5a + 5b or Total in Column 1 of G703)	\$.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	67,074.73
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	59,976.00
8. CURRENT PAYMENT DUE	\$	7,098.73
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		-7,065.27
TOTALS	.00	-7,065.27
NET CHANGES by Change Order		-7,065.27

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

CONTRACTOR: Jensen's Plumbing & Heating

By: 

Date: 6/10/19

State of: IL

County of:

Subscribed and sworn to before me this 10th day of June, 2019

Notary Public:

My Commission expires:

OFFICIAL SEAL
JEANNE CHAMBERLAIN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 08/29/21

ARCHITECT'S CERTIFICATE FOR PAYMENT

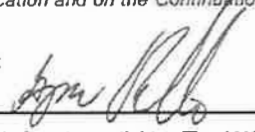
In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance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

AMOUNT CERTIFIED:

\$ 7098.73

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

ARCHITECT:

By: 

Date: 6/24/19

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

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

Meeting of July 16, 2019

ACTION EXHIBIT NO. 16325

**SUBJECT: RATIFICATION OF IEA-NEA ADJUNCT FACULTY NEGOTIATED
AGREEMENT 2019-2024
(CONFIRMATION OF BOARD POLL)**

RECOMMENDATION: That the Board of Trustees ratify the 2019-2024 Negotiated Agreement with IEA-NEA for the Triton College teaching adjunct faculty. The Administration and Union have negotiated a five-year extension of the existing Contract with language changes and annual increases in salary of 2%, 2%, 2%, 2.25%, 2.50% over the five-year period.

RATIONALE: This Agreement has been negotiated between the Triton College Board of Trustees and the IEA-NEA Adjunct Faculty Union to be effective the period between July 1, 2019 and June 30, 2024, and has been ratified by the membership of the Triton College Adjunct Faculty Association on June 17th through June 26th, 2019, by a vote of 20 (twenty) in favor, and 0 (zero) against. (A Board Poll was conducted on 7/1/19 – 7/2/19, with seven Trustees voting “yes”, including the Student Trustee, and one Trustee voting “present.”)

Submitted to Board by: Sean Sullivan
Vice President Sean Sullivan

Board Officers' Signatures Required:

_____ Mark R. Stephens Chairman	_____ Diane Viverito Secretary	_____ Date
--	---	----------------------

Related forms requiring signature: Yes X No

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ARTICLE I

Mutual Purpose & Responsibility

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Article I: Mutual Purpose & Responsibility

Both the board and the Union enter into this Collective Bargaining Agreement (CBA) with the mutually agreed upon purpose of maintaining high standards of instructional quality and to support students' achievement of the widest possible range of educational, career and personal goals. To that end, the parties agree that, within the fiscal and legal constraints of a taxpayer-supported public institution, it is a shared goal to maintain quality working conditions and the economic well-being of employees.

blank

ARTICLE II

Definitions

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Article II: Definitions

For the purposes of this agreement, the following terms as used in this agreement shall be defined as follows; however, paragraphs 5 through 16 are illustrative definitions only, for use within this agreement. The college, at its sole discretion, may make changes to these terms and definitions. To the extent that there is an economic impact to the change, the college will meet and discuss that impact with the union, and the union and the Board agree to bargain in good faith and to modify the financial aspects of the CBA in a fair and equitable manner. (Definitions 5 through 16).

1. "Adjunct Faculty Members (AFM)", "Part-time instructor(s)", "Part-time faculty", or "Employee(s)," and "member(s)" means any member of the bargaining unit as defined by Article III below.
2. "Union" or "Association" herein means the Triton College Adjunct Faculty Association, IEA-NEA.
3. "Bargaining unit" or "unit" means the group of AFMs represented by the Union as set forth in Article III below.
4. "Probationary Employees" are employees who have taught less than seven (7) semesters at the college and are otherwise members of the bargaining unit as defined in Article III below.
5. A "Non-probationary employee" is a member of the bargaining unit as defined in Article III below who has taught at least three contact hours per semester at Triton College for at least three (3) regular semesters of the prior six (6) semesters. Prior semesters of consecutive teaching as an employee for Triton College, including the two (2) semesters of teaching required to achieve bargaining unit eligibility shall count toward achieving non-probationary status.
6. "Board", "the employer", "administration", "college", "district", mean the Board of Trustees of Illinois Community College District No. 504, its trustees, officers, directors, and/or its' duly authorized administrative representatives.
7. "Semester" or "regular academic semester" means the Fall or Spring term of the academic year and excludes summer terms.

8. "Summer" or "Summer term" means the period between the end of Spring semester and the beginning of Fall semester and includes the first five-week session, the eight-week session and the second five-week session.
9. "Academic year" means the Fall and Spring semester of a Board-defined academic year.
10. "Qualified Hours" means hours which are taught in Credit, "E" courses, ABE or ESL programs. Hours taught in "C" courses, sponsored programs, or under independent contracts are non-qualified hours.
11. "Contact hour(s)" means (50-minute) hour(s) spent in the classroom each week during the class semester.
12. Total Contact Hours means number of lecture hours plus the number of lab hours multiplied by fifteen plus a final exam period.
$$[(\text{Lecture} + \text{Lab}) * 15 + \text{Final Exam Period}]$$
13. One Lecture Hour Equivalent (LHE) equals 15 contact hours plus a final exam period.
14. "Credit" means academic courses taught that generate credits towards graduation.
15. "Non-Credit" means courses taught in Continuing Education and/or Adult Basic Education (ABE).
16. "Teaching" when used in this CBA means teaching at Triton College.

ARTICLE III

Recognition and Eligibility

blank

Article III: Recognition and Eligibility

A. Description of the Unit

The Board hereby recognizes the Union as the sole and exclusive bargaining representative for a unit of employees as follows: AFM (except retired full-time faculty teaching part-time) who have taught at least four (4) qualified semester credit hours or four (4) qualified contact hours in each of two (2) consecutive semesters and who continue to teach qualified hours. Instructors who teach “C” courses only and those who are working under an independent contract are excluded from this CBA. “C” courses and hours under independent contracts are considered “non-qualified” hours.

In the event that a qualified member of the adjunct faculty bargaining unit is employed by the college in a capacity that places that individual in another bargaining unit or administrative position at the college, the college shall have the right to, without limitation, in its sole discretion, limit the number of courses or hours that employee may teach, including, but not limited to, zero.

Such limitation shall not constitute a violation of the terms of this CBA and shall not be subject to the grievance procedure provided for in this CBA.

B. Hybrid/Blended Appointments

Instructors who teach or are scheduled to teach a combination of credit and non-credit courses qualify for bargaining unit membership if the total number of actual instructional hours totals 64 per semester or the total number of contact hours totals 4 when credit and non-credit hours are combined at a rate of one (1) contact hour per sixteen (16) actual instructional hours. Hours taught under independent contract or “C” courses do not count toward bargaining unit membership.

C. Maintenance of Inclusion

Any employee who qualifies for initial bargaining unit inclusion but who subsequently fails to meet the eligibility criteria set forth in Article III, Section A shall remain a bargaining unit member subject to the terms and conditions of this CBA for up to three (3) consecutive semesters provided that s/he teaches at least four (4) credit hours (or sixty-four (64) actual instructional hours in each semester), or if s/he has taken an approved leave in accordance with Article VI, Section F, paragraph 4.

D. Re-eligibility

Any employee who is removed from the bargaining unit because s/he does not meet the eligibility criteria set forth in Article III, Section A or Article III, Sections B and C must re-qualify by satisfying the eligibility criteria set forth in Article III, Section A. Additionally, AFMs who fail to teach at least four (4) qualified hours (or its equivalent) in at least one semester of a three (3) consecutive semester period must requalify for eligibility for inclusion in the unit by satisfying the eligibility criteria set forth in Article III, Section A. Anyone not currently employed does not have any rights under this CBA unless the college chooses to reemploy them. (For examples, see chart in appendix H.)

An AFM who elects to take zero hours of their own volition shall be considered not active, and therefore, does not have any rights under this CBA and does not have the right of re-employment unless the college chooses to re-employ him/her. These not active AFM's would be required to re-qualify for membership in the bargaining unit under Article 3, Section A, if re-employed by the college.

An AFM who has zero hours through "No Fault" of the AFM i.e., bumping, dropped section(s), section availability, or other college action (other than discipline and evaluation) shall retain rights of membership as an AFM throughout the affected "No Fault" period.

E. Bi-Annual Determination of the Unit

Unit membership will be determined after the mid-term date of the Fall and Spring semesters, (one week after the end of the first seven week period) based upon the criteria set forth in this Article. At the Union's request, the Board will notify the Union of the unit composition at least 10 business days prior to the commencement of the Fall and Spring Semester each year, based on the prior semester's determination of unit membership report.

ARTICLE IV

Union Rights

blank

Article IV: Union Rights

A. No Reprisals

No employee shall suffer reprisals for participation in Union activities.

B. Board Meeting Agendas and Minutes

The Union will be furnished with notice consistent with notice given to other bargaining units of regular meetings of the College Board of Trustees, a copy of meeting agendas and any notice of special meetings of the Board of Trustees.

C. Union-Management Meetings

The parties to the contract agree that it is mutually beneficial to encourage an open dialogue and sharing of information between Union representatives and the administration. To that end, the parties agree that labor-management meetings will promote such dialogue and sharing of information.

1. College Labor Management Meetings

As needed during the academic year, the College President or other administrative representatives selected by the President shall meet with the Union President at the College at a mutually convenient time and place for the purpose of sharing available information and addressing issues of mutual concern. The Union shall be included in those meetings called by the College President to which all other bargaining unit presidents are invited.

2. Union Information Requests

The Board and the College Administration shall supply the Union in a timely fashion with information requested by the Union consistent with their duties under the Illinois Educational Labor Relations Act and the Illinois Freedom of Information Act.

D. Length of Service Lists

In conjunction with the composition of the unit, if the union so requests in writing, the Board shall provide the Union a length of service list of the bargaining unit members, ten (10) business days prior to the beginning of each regular semester, which list shall show, the bargaining unit members date of hire, service date, number of semesters taught, and all employees whose service has broken since production of the last length of service list. (Sample in Appendix A)

E. Board Representation

The Union shall appoint a member to participate in open meetings of the Board.

F. College Committee Representation

The President of the Union may recommend the one (1) representative to all College Committees that deal with issues affecting members of the Adjunct Faculty teaching bargaining unit.

G. Union Office Space

The College will provide the Union with an accessible, lockable and private office to conduct official Union business, which shall be equipped with desks, chairs, lockable filing cabinets, a local-access telephone and a working and reliable computer with access to the College's intranet and the internet.

H. Meeting rooms

The Union and its representatives shall receive the same treatment regarding room usage as all other active college bargaining units.

I. Duplication Services

The Union shall have the same access as other bargaining units to the use of College duplicating equipment at department rates for Union purposes. No College equipment or supplies may be used by the Union for lobbying or political purposes at any time.

J. Bulletin Boards

The Union and its representatives shall have the same right to post notices as other College bargaining units.

K. Campus Mail

The Union or its designated representatives may use the on-campus mail system for communications to bargaining unit members. All such communications shall identify the sending party. All members should have designated mailboxes as available within departments.

L. Union E-mail, Internet, and Intranet Use

The College shall provide the Union access to the College email, internet, and intranet for Union purposes as provided to other College bargaining units. No equipment or supplies may be used by the Union for lobbying or political purposes at any time.

M. Faculty Senate

The union may have representation on the Academic Senate which will be determined by the senate bylaws.

N. Membership and Fair Share

Each bargaining unit member, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, ~~shall~~ **may elect to** join the Union ~~or pay a fair share fee to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state and national dues.~~ These dues ~~or fair share fees~~ shall be pro-rated and deducted from each employee's bi-weekly paycheck on four (4) specific payroll dates as set forth in the Union's notice to the College as tendered no later than the first week of classes each Fall and Spring semester (subject to College confirmation of the availability to deduct on the dates specified).

1. Notice of Membership Dues ~~and Fair Share Fee Amounts~~

The Union shall advise the Board of the Union's membership dues ~~and fair share fees~~ on an annual basis. Said notices shall be transmitted to the Board's Vice President over Human Resources and copied to the Board's General Counsel.

2. Deduction of Membership Dues ~~and Fair Share Fees~~ from Bargaining Unit Members' Pay

The Board shall deduct:

a) Membership dues upon the receipt of a signed membership enrollment form, which deduction shall be made in the pay period immediately following receipt of the enrollment form; or, within two (2) weeks.

b) ~~Fair share fees, commencing with the pay period immediately following the expiration of thirty (30) days from the commencement of duties by the bargaining unit member or the effective date of this Agreement, whichever is later.~~

~~3. *Fair Share Fees for Religious Objectors*~~

~~The Union shall not retain a fair share fee from a bargaining unit member who objects to payment of the fair share fee on the basis of a *bona fide* religious tenet or teaching of church or religious body of which the employee is a member or belief sincerely held with the strength of traditional religious views. Instead, upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Union policy and the rules and regulations of the Illinois Educational Labor Relations Board.~~

4. *Turn over of Deducted Membership Dues and Fair Share Fees to the Union*
Membership dues and fair share fees deducted from bargaining unit members pay shall be paid over to the Union no later than ten (10) days following their deduction.

5. *Union's Duty to Indemnify and Hold the Board Harmless*

In consideration of the above described service rendered by the Board of Trustees of Community College District No. 504, its members, officers, agents, and employees, the Union hereby releases, discharges, indemnifies and saves harmless the Board of Trustees of Community College District No. 504, its members, agents and employees, for and from any and all liability of any nature whatsoever arising as a result of any action taken or not taken pursuant to the authorization herein given. It is expressly understood that this hold harmless provision shall not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board in the execution of the obligations imposed upon by it by this Article.

ARTICLE V

Working Conditions

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Article V: Working Conditions

a. Orientation

Annually, the College shall provide an orientation for employees teaching at the College for the first time. The Orientation shall include instructions on how to access the District-wide References and College and Departmental Information set forth in Sections e. and f. below. The orientation shall be scheduled in close proximity to the commencement of the Fall and Spring Semesters and shall be offered at various times during the day and evening to ensure that all part-time instructors are able to attend at least one session. Members of the bargaining unit may be invited to the orientation meeting regardless of whether or not they are teaching at the College for the first time, or a returning AFM. Attendance may be mandatory with compensation under Article X, or voluntary, as determined by the College.

The Union executive committee will be invited to attend the orientation meeting(s). Representative(s) of the Union shall be afforded an opportunity to make informational presentations at the orientation.

b. Access to Resources

1. The college at its sole discretion shall allocate shared office space at the main campus, as available, for AFMs, based upon the needs of the college. Reallocation based upon such needs shall not be subject to the grievance procedure.
2. The college and the union agree that it is appropriate for part time employees to have access to equipment, technology and resources to assist them in attaining their teaching goals. Need for access is determined by each situation and varies by department. Request for access to resources not provided should be made to the department chairperson/coordinator or mid-manager with final approval resting with the Dean.

c. Teaching Materials

At least one week prior to course start when possible, each employee teaching a course is entitled to use a copy of the instructional media and of any related material such as a workbook or exercise book subject to publishers' restrictions. Employees will be responsible for following departmental procedures for obtaining complimentary materials from publisher.

d. Copier

Each employee shall have access to duplicating resources as determined by the departmental budget manager.

e. College-wide References for Employees

The college's web-site will include links to the following information pertinent to the employee and to which employees will have access:

1. The Board's Policy Manual
2. The Faculty Handbook
3. Student Policy Manual
4. A directory of all full-time and employees, administrative, professional and clerical personnel working in the College with extensions and office numbers, as available.
5. This Adjunct Faculty Collective Bargaining Agreement.

f. College and Departmental Information for Employees

1. *Faculty Handbook*

The College will make available to part-time faculty a copy of the College's Faculty Handbook if not available under Article V Section E.

2. *Departmental Information*

Within twenty (20) days of the first day of each semester, the Department will make available to employees the following information as available:

- a. Departmental procedures with respect to textbooks, course syllabi, and other academic matters.
- b. Information regarding access to available instructional material, labs and other departmental resources as applicable.

g. Independent Study/Individualized Instruction

Independent study approval must be made in a prompt and timely manner. Part-time Instructors will be compensated at the rate of 1/20 of instructor's regular course pay per student.

ARTICLE VI

Adjunct Faculty Member Rights

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Article VI: Part-time Instructor Rights

A. Academic Freedom

Institutions of higher education are conducted for the common good and not to further the interests of either the individual teacher or the institution as a whole. The common good depends on the free search for truth and its free exposition.

Academic freedom is essential to these purposes and is fundamental for the protection of the rights of the teacher in teaching and of the student in learning. It carries with it duties correlative with rights.

Academic freedom shall be guaranteed to all adjunct faculty members and no arbitrary limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning man, societies, the physical and biological world, and other branches of learning.

Adjunct faculty members shall be free to present instructional materials which are pertinent to the subject and level taught and shall be expected to present all facets of controversial issues in an unbiased manner.

As an individual of learning and a representative of the college, he/she shall remember that the public may judge the teaching profession and the college by his/her utterances. Hence, he/she shall exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that he/she is not an institutional spokesperson.

If an individual or a group has a complaint about a part-time instructor's conduct in the classroom, material being presented in the classroom, library materials, or other instructional materials, the complaint shall be handled as follows:

1. All complaints shall be submitted in writing and bear the signature of the writer(s), along with contact information and submitted to the Department Chairperson/Coordinator and the Dean of the area.
2. Every attempt to resolve the complaint will be made at the department/dean level.
3. If a resolution does not occur through the above, the complaint shall be referred to a committee for review and a resolution recommendation and the Adjunct Faculty Association President shall be notified of the complaint.

The review committee shall consist of five (5) members. The Adjunct Faculty Association President shall appoint two (2) members from among the bargaining unit members. Two committee members shall be administrators appointed by the College President. The final member shall be, when possible, a full time tenured faculty member in the academic area from which the complaint arises, appointed by the Full Time Faculty President.

In the event there is no full time tenured faculty member in that academic area, or when there is no full time faculty member at all in the affected academic area, then a tenured faculty member from a reasonably related academic area shall be appointed by the Full Time Faculty President.

4. After completing its review, the review committee shall submit a written recommendation to the AFM Union President.
5. The AFM Union President shall review the committee's recommendation and shall forward it, along with his/her own recommendation, to the College President, with a request to present it to the Board of Trustees with the recommendation of the college president.
6. Any disputed materials shall remain in use in the college until the Board shall take formal specific action to remove the materials.
7. In disposing of a complaint, the Board shall not violate the academic freedom section of this agreement.

B. Participation in Committees and Departmental Meetings

The Board agrees that it is desirable that employees participate in any and all College-wide committees and departmental meetings and will only be compensated as specified in Article X.

1. Appropriate College Committee Meetings

The Board agrees that the College President will invite participation of employees on all appropriate College Committees formed by the College for faculty or other employee participation. The President of the Union may recommend to the College President the one (1) representative invited to participate from the Adjunct Faculty teaching bargaining unit

2. *Presidential Search Committee*

The Union shall appoint employees to serve on Presidential search committees as set forth by Board Policy.

3. *Departmental Meetings*

Adjunct instructors shall be invited to attend scheduled departmental meetings in their academic departments, and at least one (1) adjunct faculty member will have rights of participation that the full-time faculty members have, as determined in each academic department.

4. *Selection of Department Chairs/Program Coordinators (credit) and Program Directors (non-credit, ABE and ESL)*

In the spirit of shared governance, the adjunct members of the department shall select one adjunct to serve as their representatives for the selection of chairpersons/coordinators where appropriate. The President of the Union may recommend the one (1) representative to all College Committees that deal with issues affecting members of the Adjunct Faculty teaching bargaining unit.

C. Non-discrimination

The Board and the Union shall not unlawfully discriminate against any employees or applicant for Board employment or for Union membership on account of any characteristic or right protected by law.

D. Union Representation

Subject to applicable law, the employee shall have the right to assistance from a duly authorized Union representative at grievance meetings, investigatory meetings that may lead to discipline or termination, and at disciplinary meetings.

E. Personnel Files

1. *Official file*

In light of their status as “at will” employees, there shall only be one (1) official personnel file per part-time faculty member. Only the contents of the official College personnel file may be used in relation to the employee. Part-time faculty members’ official personnel files may be disclosed to qualified college personnel and shall not be disclosed to any other party without the express written consent of the affected part-time faculty member

or as ordered by a court of competent jurisdiction. Nothing may be removed from this file, except by human resources personnel only; for purposes of copying.

2. *Addition of Negative Material.*

- a. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the file unless the employee has had an opportunity to read the material and affix his/her signature to the copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the contents. Materials in the official cumulative file must be time stamped when placed in the file.
- b. Upon written request by an employee submitted twenty-four (24) hours in advance, they shall be permitted to examine in the Human Resource department their official cumulative file, but not to mark, destroy, or remove any of the contents.
- c. In the event that an employee refuses to sign a statement to the effect that he/she has read material to be added to his/her file, the appropriate Human Resources representative shall notify the Union, who shall verify receipt of a copy of the material with the Human Resource department. A copy of the union receipt and the subject material will then be forwarded to the individual and placed in their personnel file.
- d. Upon written request, an employee shall receive a copy of material in his/her files. The first request shall be without charge, thereafter, the employee shall pay current per page rate established by the college and charged for all requests made under FOIA.

3. *Addition of Material by the Employee.*

Employees may submit relevant material to be placed in his/her file by the Administration. For purposes of this section "relevant material" means items germane to the employee's credentials, work, professional and personnel histories. The Administration shall place material submitted by the employee in his/her personnel file within fourteen (14) calendar days of receipt.

F. Leaves and Absences

Leave shall be granted as required by law for Jury duty, Military duty or other allowed absences as mandated and ordered by state or Federal law.

- The Parties agree that in the case of an AFM absence, the AFM shall reasonably notify in advance, the Chair/Coordinator of the absence
- The Chair/Coordinator shall make arrangements for the substitute.

1. Court Appearance

When an employee is called to serve on a jury, if the employee reports but is excused from serving with $\frac{1}{2}$ of the working day or more remaining, the employee shall return to work. When an employee serves on jury duty, the employee shall not suffer loss of compensation.

When an employee is called to appear as a witness, if the employee reports and is excused from serving with $\frac{1}{2}$ of the working day or more remaining, employee shall return to work. Employees shall not be compensated by the college for serving as a witness unless personal days (below) are utilized to cover such appearance.

2. Military Leave

A military leave of absence shall be granted to any adjunct faculty member who shall be inducted for military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard of any reserve component of the United States Armed Forces. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have been had he/she taught in the college during such period.

A military leave of absence shall be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces. The instructors will receive full pay for a period not to exceed two (2) weeks of time and will pay to the district the amount of compensation received from the Armed Forces during that period. A military leave of absence will not be granted during summer unless authorized in advance by the Board of Trustees.

In cases of involuntary emergency military duty, the instructor will receive full pay for the period of time served and will pay to the district the amount of compensation received from the armed forces during that period.

3. Personal Days:

Personal days shall be granted to the AFM by the college based upon years of continuous service in adjunct teaching. The days are non-cumulative and shall apply to the Fall and Spring semesters only. The number of days granted shall be established based upon full years taught only as of the day before the first day of classes in the Fall semester and the days assigned shall expire as of the last day of teaching in the end of the Spring semester each Academic year. There will be no roll over of Personal days for any reason.

Personal days are to be utilized for payment for any leave authorized under this CBA first before any other compensation for leave will apply. Personal days may not be used during the first two weeks of any semester. Personal days may be used during final examination or mid-terms only with the advance authorization of the Chairperson/Coordinator. All coordination for utilization of Personal Days should be made in advance whenever possible and may be denied based on the unavailability of substitute faculty **unless one (1) week or greater notice has been provided to the Administration.** Personal Days may be used for compensation of a day off for sick time. No other time is intended to be allocated for sick time under this agreement.

Personal days may be utilized by bereavement, religious holiday observances, and for other non-listed purposes. Chair/Coordinators must be given advance notice for utilization of personal days. However, in cases of emergency or unforeseen illness, it is imperative to notify the appropriate person(s) about the unplanned absence no less than two (2) hours prior to the start of class. If for whatever reason the two (2) hour window cannot be met, documentation must be provided to show the reason notice could not be given within the two (2) hour window if adjuncts are to be compensated. Failure to give two (2) hour notice or show good cause (subject only to Administration discretion and is not grievable) as to the impossibility thereof, shall result in the adjunct not being compensated.

Adjunct instructors, who request to teach summer courses but are not assigned a course, may be offered to perform other duties taking place

on campus during the summer semester such as tutoring, Faculty Enrollment and other non-education hourly summer employment, at the rate appropriate for that position. For adjuncts to be considered for these opportunities, they may be required to attend training or workshops. Although wages earned from these duties cannot replace wages earned by teaching courses, they will allow adjuncts the ability to earn some financial compensation.

Any employee other than those to whom they are assigned by the College may not utilize personal days.

Years teaching	Personal days per year
< 3 years	0 days per year
4 -10 years	1 2 days per year
11-15 years	2 3 days per year
16-20 years	3 4 days per year
>20 years	4 5 days per year

4. Board Approved Leaves:

Adjunct instructors who are granted a leave of absence by the Board of Trustees for up to, but not to exceed a 12 month period, may not be penalized contingent upon their having followed the outlined protocol for submitting approval for said leave of absence which will result in no loss of both bargaining member and pool status. (Beyond 12 months, member and pool status will be lost). An adjunct faculty member may request an unpaid leave of absence from active assignment and ~~not vacate their status as an active adjunct faculty member.~~ such leaves must be presented to and approved by each of the following in order to be valid:

Department Chairperson/Coordinator (Mid-manager as appropriate)
Area Dean
Vice President of Academic Affairs
College President
Board of Trustees

The availability of a leave is not guaranteed and leaves are granted at the sole discretion of the college and the Board and may be denied at the discretion of any of the above.

Upon return, the college is not required to give him/her the same assignment. No leave will be granted to take another job.

G. Intellectual Property

1. The ownership of any materials, processes, or inventions developed solely by an AFMs individual effort, time and expense shall vest in, and copyright and patent rights shall be retained by AFM.
2. The ownership of materials, processes, or inventions produced solely for the College and at College expense as a pure work for hire shall vest in the College and be copyrighted or patented, if at all, in the college's name only.
3. In those instances where materials, processes, or inventions are produced by a employee with College support (by way of use of facilities, technology or other College resources), the ownership of the materials, processes, or inventions shall vest in, and copyright and patent rights shall be retained by both the faculty member and the college.

Income realized and management of control will be shared on the following basis:

	<u>Adjunct</u>	<u>College</u>
1) Written Materials and Inventions	51%	49%
2) Recorded and Digital Materials	49%	51%

H. Internet and Non-Traditional Course Development

Recognizing the requirements for developing distance education courses, the following procedures and reimbursement amounts are established.

1. Approval for Development

Prior to the start of a fiscal year, the college will determine the maximum number of Internet courses to be developed with college support.

Regardless of receipt of compensation, the development of any online course must be pre-approved by the appropriate department Chairperson or Program Coordinator and Dean. Faculty in the respective departments will be offered the opportunity for course development in their areas.

Assignment will be made based on standard departmental procedures; however, the right of first refusal to teach belongs to the developer subject to limitations of teaching load and full-time faculty rights. The following conditions apply:

A. On-line Instructional Competency

To ensure quality in the student online experience, basic instructor competencies related to online instruction and quality standards must be met for teaching online courses. A representative committee that includes faculty and administration will develop these competency and standards and the methods by which they will be assessed. All adjunct faculty members who will be developing or teaching an online course for the first time must complete a workshop pertaining to online teaching theory. The workshop will be developed in consultation with the committee and administered by the designee of the Vice President of Academic and Student Affairs and the Professional Development Center. Alternative workshops can be approved by the committee. All instructors are encouraged to complete the assessment and workshop; those instructors who already have documented proficiency in online teaching in accordance with

the committee standards are exempt. Exceptions shall be recommended by the chairperson of the department and Dean of the area and is determined solely by the Vice President of Academic and Student Affairs.

1. Instructors possessing Illinois Online Network “Master Online Teacher Certification” (ION) or compliance of ION qualifications as identified at www.ion.uillinois.edu and at a minimum have achieved:

- a. 4 core ION courses;
- b. 1 elective ION course;
- c. ION online teaching practicum;

or equivalent as analyzed and recommended by unanimous agreement of the “online committee” shall determine the ability to teach online at Triton College.

2. Exceptions seeking approval to teach online with the recommendation of the majority of the “online committee” shall be forwarded to the Vice-President of Academic and Student Affairs and are subject to the discretion and approval of the VP.

- a. Existing Adjunct faculty teaching online courses but not in possession of ION certification or an approved equivalent, shall be grandfathered through the end of the Spring 2016 semester for the required achievement of the coursework and the Teaching Practicum.

Adjunct faculty demonstrating significant progress toward completion shall be granted up-to an additional year for completion of the ION certification, subject to the determination and approval of the Vice President of Academic and Student Affairs.

- b. In an effort to provide training that will benefit the individual Adjunct faculty member and Triton College, it is agreed that the AFM employee who attends ION certification training which is reimbursed by the College, (inclusive of all reimbursed amounts) will remain employed with Triton College for a minimum period of three (3) years following the last date of each individually completed and reimbursed

course. Reimbursement is subject to a passing grade and if a letter grade is issued it must be a “B” or above.

- c. Prior to receiving reimbursement, the AFM must execute the document “Conditions of Reimbursement for ION Certification” (Appendix “F”). Voluntary termination of employment within the three (3) year period, shall result in the AFM being required to reimburse the College IN FULL for ALL expenses reimbursed for courses taken under the ION Certification program. Each course taken and reimbursed continues the obligation for the full amount of all classes reimbursed until reaching 36 months past the date of the final class for which reimbursement was received.

B. Ownership and Use of Online Courses

An adjunct faculty member and the administration may enter into a mutual agreement to develop an online course which will be owned jointly by the College and the adjunct faculty member. Once developed, both the College and the developer may use the course and its content.

The overall body of work must be an originally developed and produced material, and the developer must have the ability to transfer ownership. Copyrighted and/or publisher-owned materials may be utilized as reference materials as allowed by law, but must be ancillary to the course content and interchangeable. There will be no remuneration for updating or adapting of materials owned by external parties, including publishing companies.

1. Development of Course for Joint Ownership

Full time faculty will have priority for the development of these development assignments. Development, thereafter assigned to an AFM, will be completed in three phases.

1st Semester: The AFM will develop a course template. The template will undergo a review process to ensure compliance with standards; the review process will be conducted by a peer committee comprised of faculty and appropriate administrators. The template is subject to approval by the peer review committee.

Remuneration: The adjunct faculty developer will receive \$1,150 per credit hour stipend when the template is completed and approved. Upon remuneration, the College and developer have joint ownership of the template. (Note: There is no other compensation or release time.)

2nd Semester: Course template will undergo field testing. The AFM developer will teach the course (v1.0), with a maximum of 15 students. During the field test phase, the instructor is expected to assess the effectiveness of the course, and make modifications as needed. Modifications will be made at the end of the field test phase based on the instructor findings and peer committee review. If for any reason the developer is unable or unwilling to proceed with field-testing, a qualified designee can be approved by the chairperson/coordinator in consultation with the appropriate dean.

Remuneration: The adjunct faculty developer will receive \$800 per credit hour of the course during the field-testing phase. The adjunct faculty member and the College retain joint ownership of the course (v1.0). (Note: There is no other compensation or release time.)

3rd Semester: Adjunct faculty developer will teach the course with revisions made from field-testing. Final modifications are made to create v2.0. The College and adjunct faculty member each have full joint ownership of the course (v2.0).

The adjunct faculty member and the college own v2.0, the version which is the finished product at the end of the 3rd semester, outlined above. If v2.0 requires updating, the college may make modifications, or compensate the faculty to do so. In the case of the latter, the original adjunct faculty developer has the first right of refusal to complete update for a \$700 stipend or it may be offered to another faculty member, adjunct or full time. (Note: There is no other compensation or release time).

I. ENROLLMENT IN TRITON CLASSES

1. Enrollment in Triton Classes:

For each semester adjunct instructors are actively teaching, they may choose to enroll in one reduced tuition (\$10 per credit hour) class. In addition, each semester adjunct instructors are actively teaching, they may elect to enroll in one (1) PED or fitness center based class, credit or non-credit. All course fees are additional. This is non-cumulative and must be used in the same semester that the adjunct is teaching.

ARTICLE VII

Assignment/Reassignment

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Article VII: Assignment/Reassignment

A. Termination of Employment.

Termination of an adjunct instructor is the severance of the employment relationship between the Board and the adjunct faculty member and is distinguished from periods of non-assignment without termination. Adjunct faculty who are terminated may be re-employed subject to eligibility and assigned to teach only upon successful re-application and re-qualification for Board employment, which are matters left to the sole discretion of the Board. An adjunct instructor's employment shall terminate upon the occurrence of one the following:

1. An instructor's voluntary resignation;
2. Decision to not assign courses to AFMs prior to the start of their seventh semester of teaching at Triton College (this termination can be without cause and is not grievable);
3. The decision of the administration to terminate an adjunct faculty member for just cause in accordance with the provisions of Article VII, Sections D and E below.

a) Under Illinois Department of Employment Security (IDES) regulations any employee is free to file for "Unemployment Compensation" upon separation of employment, in compliance with the State of Illinois rules and regulations.

- i. The parties hereto have agreed that an Adjunct Faculty Member, who has filed for "unemployment compensation" during a regular break in the school sessions (for example, but not limited to: Thanksgiving break, winter break, spring break or summer session), shall be deemed to have voluntarily committed to their separation of employment from the College and indicated such intention by their actions.
- ii. There shall be no expectation of future or further employment on the part of the AFM, abandoning all seniority status or "pool" status granted under this Negotiated Agreement.
- iii. Exceptions to this section shall be: If due to class cancellation (or "bumping"), the class has been made unavailable to the AFM at no fault of their own. In that event, the AFM is eligible for one (1) semester of unemployment compensation and shall maintain all seniority status or pool status afforded them. Voluntarily leave on the part of the AFM does NOT qualify an AFM for an exception.

B. Length of Service

Length of service is the number of semesters (excluding summers) in which an instructor has taught courses at the college. Length of service shall break after an instructor has not taught a Triton College course of at least four (4) hours for three (3) or more consecutive semesters (excluding summers). Approved leave time will not count towards the three semesters necessary for a break in service nor will it count in computation of length of service.

C. Assignments of Instructors to Teach Course Sections

1. Availability for Assignment and Assignment Preference

On or before October 15th and February 28th of each year, the Adjunct Faculty member will submit to their Department Chair(s)/Coordinator(s) a Request for Assignment Form (see Appendix B). For the College's consideration, the form shall indicate their availability for an assignment during the following Spring Semester or Summer and/or Fall Semester(s) and shall indicate the disciplines or course sections that they prefer to teach, the days and times on which they are available to teach, availability to substitute, and reliable contact information.

2. Time for Assignments

When possible, the College shall begin making assignments for the following semester or term to instructors fifteen (15) business days prior to the end of each academic semester. The college shall make a good-faith effort to make additional assignments in a timely manner.

3. Instructional Continuity During Regular Academic Semesters

In an effort to provide instructional continuity, after assignment of full-time faculty the College shall attempt to make assignments of at least six (6) contact hours and/or one (1) class for credit instructors (whichever is greater) or 96 instructional hours and/or one (1) class for non-credit instructors (whichever is greater), or any combination of qualified credit and noncredit hours that equate to 96 instructional hours. In making these assignments, consideration may be given to qualifications and special competencies of the instructor, assignment to courses previously taught, and availability of the instructor and preferred schedule and courses. In furtherance of this;

Instructors will be assigned courses based upon the following groupings:

Pool 1 Taught 20 semesters or more

Pool 2 Taught seven (7) semesters but fewer than 20 semesters

Pool 3 Taught six (6) semesters or fewer

The attempt to grant requested assignments for instructors in Pool 1 will be satisfied first. The attempt to grant requested assignments for instructors in Pool 2 will be satisfied next. The attempt to grant requested assignments for instruction in Pool 3 will be filled from all remaining courses.

4. In the event that a faculty member has been identified as not to be the Best Qualified for the class, and that Faculty member previously taught that course two or more immediately consecutive semesters, the Administration has the right not to assign the AFM to that class. The basis for that determination will be shared with the employee. If the failure to assign drops them below 6 LHE for that semester and they are not assigned another available course for which they are qualified, and the employee wishes to be considered to teach that course in the future, they will be afforded the opportunity to remedy the cited deficiencies with compensation equal to 1.5 LHE upon verification of participation in an appropriate program. Such compensation will be for one semester only. Upon demonstrating successful completion, establishing equal or better qualifications, the employee shall be returned to the pool from whence the AFM came with full restoration of all appropriate rights and privileges.

D. Evaluation and Remediation for Unsatisfactory Teaching Performance

The College has the right to continuously evaluate, at any time, the performance of all AFMs. Before the College denies an AFM in pools 1 or 2 a teaching assignment for the following semester, the college shall:

- a. Notify the union and the instructor of the intent to evaluate;
- b. Conduct the classroom evaluation, which shall include, but not be limited to, classroom observation, meeting with the chair/coordinator, or meeting with the dean or designee;
- c. Deliver the written evaluation (on a form agreed upon by the College and Association) to the AFM;
- d. Provide an opportunity to discuss with the evaluator, the issues of concern regarding teaching performance and the steps necessary to remedy these deficiencies;

- e. No sooner than fourteen (14) calendar days after the meeting referred to in “d.” above the evaluator will reevaluate the AFM, including, but not limited to, a classroom visit and meeting to determine if the AFM has successfully remediated the cited deficiencies. (For shortened courses, a proportional formula utilizing a 1/7th time period of the overall course length shall be granted between evaluations.)
- f. Provide a written summative evaluation and communicate the decision on whether or not the adjunct instructor will be offered a teaching assignment for the following semester;
- g. Not be required to follow steps e. and f. where the evaluator has determined by step d. that the adjunct instructor will be offered a teaching assignment for the following semester.

The parties agree to modification of the AFM evaluation process as attached. While on a regular schedule each AFM may be reviewed/evaluated by the administration on an annual basis. In the event of an identified concern shared with the employee, management reserves the right to evaluate as necessary. (Appendix “C”) Performance evaluation is not limited to “in class” teaching and activities and shall include all parts of the Job Description as well as standards outlined in Appendix C attached hereto and made a part hereof.

As a part of the evaluation process, either annually or as an identified concern, each written evaluation shall provide an overall final evaluative assessment utilizing the following rating system:

Excellent	Proficient	Moderate	Needs Improvement	Unsatisfactory
5 points	4 points	3 points	2 points	1 point

Note: The same college representative, where practical, shall complete all steps of the evaluation. The final summative evaluation will rate each instructor as excellent, satisfactory, or unsatisfactory.

The written critiques and summative evaluation are to be signed by the AFM. The signature of the AFM indicates receipt of the document only, but not necessarily agreement with the substance. The Association or the AFM have no right to grieve the validity of the opinion in the summative evaluation documents.

The College may choose to terminate any AFM receiving an unsatisfactory evaluation rating. The College may also choose to terminate an AFM who refuses to comply fully with the evaluation and remediation process.

The complete evaluation and remediation process will be concluded no later than the last day of the semester.

This article is not grievable except for deviations by the college from the process and procedures set forth above.

E. Discipline and Dismissal

Nothing in this CBA prevents the College from disciplining or terminating instructors who fail to comply with the requirements of their position or college policies. Discipline, depending upon the gravity of the matter, may include verbal and written warnings and suspensions with or without pay prior to termination. Suspension without pay prior to termination during the same disciplinary process shall not be considered a separate and distinct punishment.

Before termination or suspension without pay is approved, there shall be an investigatory meeting between the administration and the AFM. The AFM is entitled to have union representation. In addition, if a decision has been made to terminate the AFM, there shall be a meeting with the associate vice president of human resources prior to the actual termination. The AFM is entitled to have representation. Additionally, nothing in this section prevents the college from notifying instructors that they are subject to discipline or termination for insubordination, failing to comply with college policies, procedures, or state or federal laws. Nothing in this section is grievable except the failure to follow the process or procedures.

F. Credentials and Qualifications to Teach

Any adjunct instructor employed as of effective date of agreement by Triton College shall be considered adequately credentialed and qualified to teach (subject to audit and verification) and shall not be denied future employment on the basis of teaching credentials or teaching qualifications.

Changes imposed by governmental agencies or accrediting agencies shall be enforced and can be immediately disqualify AFMs from teaching. If the college modifies credential requirements affected AFMs shall be given reasonable time as determined by the college to acquire those credentials.

G. Cancellation of Assignments

Once an AFM has been given an assignment to teach a course, the instructor will receive \$50 for the first qualified hour and \$25 for each additional paid qualified hour if that course does not meet through no fault of the instructor and no acceptable alternatives are available. If the AFM is notified at least seven (7) days prior to the first class meeting, the instructor will not receive the contract cancellation payment as indicated above. Assignments shall become irrevocable after the third class meeting.

Any AFM who accepts a teaching assignment from the College, and subsequently decides they will not be able to fulfill that assignment, must give the College at least seven (7) calendar days notice of their decision to not fulfill that assignment. Any AFM who fails to give this seven (7) day notice will have one year of service credit subtracted from their accumulated service credit with the College and may affect pool level assignment under VI.C.3 and standing under II.5.A. herein. (Multiple incidents would result in multiple service credit subtractions). An AFM who fails to provide the seven (7) calendar day notice to the college may petition the Vice President of Academic Affairs to waive the loss of service credit due to extenuating circumstances (e.g. health issues).

H. Assignment of Employees to Substitute Teach

Employees may be assigned to teach as substitutes in course sections that the College has deemed them qualified to teach. Each semester, when submitting a Request for Assignment form, employees shall include their availability to substitute and contact information. Departmental adjunct instructors indicating their availability shall be placed on a substitution list by chairperson/coordinator which shall be distributed to instructors by the tenth day of class.

I. Workload 12/26 Rule

Adjunct faculty members can only teach a maximum of twenty-six (26) LHEs per year (combination of Fall, Spring and Summer). The rule for adjunct faculty is a maximum of twelve (12) LHEs in the Fall and/or Spring; six (6) LHEs in the Summer, maximum. All adjunct faculty must understand that if they teach the full load of 12 in Fall and Spring then they would be allowed a maximum of two (2) LHE's in the Summer. In no event shall an adjunct exceed twelve (12) LHE for Fall or Spring and six (6) LHE's for Summer but in combination, there shall be no greater than 26 LHE's earned in any three semester period. There is no exception to these limitations. Any violation of these limitations may cause an Adjuncts hours to be set at zero (0), the following regular semester, without recourse.

Adjunct faculty who are assigned classes by actual hours will need to have these hours converted into LHEs based on actual contact hours.

Ultimately, AFMs cannot be allowed to exceed twenty-six (26) LHEs on any rotating three (3) semester basis (Fall, Spring, Summer; Spring, Summer, Fall; or Summer, Fall, Spring) and all AFM teaching assignments will be monitored by the departmental chairpersons/coordinators, but in the end, individual adjuncts are responsible for monitoring their hours to assure compliance.

In the event an AFM exceeds twenty-six (26) LHEs in any rotating three (3) semester basis, they can be assigned zero hours at no pay. While this single semester break will not create a break in service as defined under Article VII Section B, it shall create a break in service sufficient to block tenure.

These hours have been negotiated with full consideration of the Affordable Care Act's (ACA) Adjunct teaching time to full time formula of "2.25 LHE to actual hours worked ratio" (as determined by the IRS). This determination of maximum hours worked by the AFM's has been carefully balanced to maintain the campus ratio of part-time to full-time staff and comply with governmental regulations. In the event that governmental directive changes the existing formula, the Board of Trustees has reserved the right to automatically amend the limitations of hours in this section to comply with the latest governmental directive. In that event, both Parties to this Agreement have agreed that they shall then meet at the bargaining table to "Impact bargain" the effect of any changes to the 12/26 Rule.

1. *Special Categories of Instruction.*

For purposes of determining maximum workload, Applied Music or teaching assignments with one-on-one instruction shall not count toward the maximum workload. Such courses may be taught as an assignment above and beyond the regular teaching load of an instructor. For purposes of inclusion in the bargaining unit, one (50-minute) classroom hour spent with a student each week for a semester shall count as one contact hour. In no event shall the number of hours taught exceed the 12/26 rule set forth above.

2. *Departmental Assignment*

There will be no restriction on teaching in more than one qualified category or for more than one department as long as total workload does not exceed the maximum number of hours agreed to in this CBA.

J. Job Description and Duties

1. The Job Description for teaching adjuncts is contained in Appendix D, attached hereto and made a part hereof.

2. Student Conference Hours

Establish ~~office~~ **Student conference** hours. The parties agree that there shall be one mandatory ~~office~~ **Student conference** hour per week for the weeks that an AFM is teaching which includes finals week. Compensation for this on campus office hour shall be \$30 per hour.

- a. Adjuncts performing ~~office~~ **Student conference** hours must sign-in and sign-out electronically by swipe card, at pre-approved locations (~~2 on West campus; 1 on East campus~~), as determined by the College Administration. ~~Office~~ **Student conference** hours must correspond with published location and days/times on the syllabus. ~~Check-in is available up to 45 minutes in advance of the office hour being performed.~~ Failure to “swipe in” OR failure to “swipe out” in the designated area will result in there being no compensation for that ~~office~~ **Student conference** hour period.
- b. Adjuncts ~~are allowed a may swipe out up to three~~ **five (5) hour window in which to schedule their conference hour with regard to the start time in which they swipe in and the end time in which they swipe out. ~~after the designated office hours ends. The time between the swipe in and the swipe out must be at least 60 minutes in length. This one (1) hour conference per week may be conducted in two (2) half hour segments, if this option proves to be more beneficial to students; however, the segments must be conducted on the same day.~~ Any amount less than 60 minutes will result in no **(zero)** compensation for the ~~office~~ **Student conference** hour period. The Dean may waive this requirement up to one (1) time per semester should extraordinary circumstances make it impossible for the AFM to “swipe” in a timely manner.**

In no event will there be any proration in payment at any time. ~~Office~~ **Student conference** hour payment shall continue to be designated as a “Bonus” and is and shall be considered “Non-creditable” earnings with SURS.

3. College-wide Workshops (and Mandatory PDC Training)

The parties agree that **at the discretion of the administration, the College** may establish ~~a~~ **two (2)** mandatory college-wide workshop for AFMs, **per year**. Compensation for ~~this~~ **these** workshops shall be \$25 per hour. Every effort will be made by the administration to host workshops, **one (1) in the Fall and one (1) in the Spring**, on different dates and times to allow for maximum attendance. In the event that an AFM absents themselves from the mandatory workshop, the AFM shall not be compensated and such failure to perform “mandatory duties” shall be reflected negatively on the performance evaluation of the AFM.

4. The Administration may require mandatory PDC training (ie. Cybersecurity) of specific or all AFM’s, in order to maintain eligibility for employment. In such a mandatory event, assigned AFM’s shall be compensated at the established hourly workshop rate or prorated amount thereof. This shall not include state or federally required training (ie. DCFS Mandatory Reporter training).

5. If AFM receives payment for workshop or PDC training attendance they cannot claim this activity participation for wellness points.

6. Workshop participants shall be required to check in and check out in order to prove workshop attendance for the full duration of the workshop. Every effort will be made by the College to automate the process, however, it is incumbent upon the AFM to possess a valid Triton College Employee Identification card in order to “swipe” in and out. Failure to both “check-in” and “check-out” utilizing whatever system the college has made available will result in the AFM receiving no compensation for workshop attendance.

The parties agree that all AFMs teaching courses shall be required to integrate the most recent version of Blackboard in use at the College into their course(s). Waiver of this requirement is at the discretion of the Vice President of Academics or their designee. Training for use of Blackboard is available from the College on an ongoing basis. Training for all AFMs employed as of the effective date of this agreement must be completed no later than December 2011. Going forward, newly hired AFMs are expected to train on and integrate Blackboard during their first semester of

employment. Compensation for Blackboard training shall be limited to Wellness points.

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ARTICLE VIII

Grievance Procedure

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Article VIII: Grievance Procedure

A grievance is a complaint by one or more employees, or the union, that an express provision in this agreement has been violated.

A. Pre Grievance Consultation

While recognizing that the rights of all parties are to be protected, the College and the Union encourage the informal and prompt resolution of any such grievances through informal discussions as they arise.

Accordingly, when AFMs or the Union deem that there is cause for complaint, such potential grievance, naming the directly responsible party (DRP) where applicable in written form, shall be filed within thirty (30) calendar days of the date on which the employee or Union knew, or should have known, of the alleged violation of the provision(s) of this Agreement with the Associate Vice President of Human Resources, who shall forward a copy thereof to the appropriate Vice President, the relevant administrators and supervisors, and to all appropriate administrators who may become involved in later steps of the grievance so that they may be prepared to act efficiently when the grievance reaches the step at which they are likely to become involved, and to the Union (unless the Union is the grievant and has filed the potential grievance) and shall schedule a meeting with all those appropriate to the purpose of resolving the issue involved. Such meeting shall be held within ten (10) business days of the filing date.

If the adjunct faculty members or Union are not satisfied with the results of the meeting, a formal written grievance may be filed at Step 1 of this Grievance Procedure.

B. Step 1: Filing of Grievance with Appropriate Vice President

1. If a potential grievance is not resolved in the Pre Grievance Consultation, the formal written grievance must be filed no later than fourteen (14) calendar days of the date on which the pre-grievance meeting was held. The formal grievance shall be filed with the appropriate College Vice President. The Vice President shall notify the Union President and schedule a meeting with the grievant, the Union and the relevant college administrators within fourteen (14) calendar days of receipt of the grievance. The meeting shall be held no later than twenty-one (21) days of receipt of the grievance.

2. *Pending at Step 1.*

At the time of the appeal to Step 1, the grievant or the College may request in writing that the process be held in abeyance for a period not to exceed thirty (30) days, i.e., “the pended period”, to enable the grievant and the College to conduct an investigation into the grievance. Thereupon, all time limits shall cease to run during the pended period. If the grievant has requested the pended period, and upon the expiration of said thirty (30) day period the grievant has not proceeded with the grievance, the grievance shall be deemed withdrawn, unless the parties mutually agree to an extension of the timelines. If the College has invoked the pended period and the grievance has not been disposed of by the expiration of the thirty (30) day period, the grievance procedure shall automatically continue, unless the parties mutually agree to an extension of the timelines.

3. *Disposition.*

Within fourteen (14) calendar days of the Step 1 meeting, the College Vice President will grant or deny the grievance in whole or in part by written decision sent to all parties thereto.

C. Step 2: Appeal to the President

1. *Time for Appeal.*

If the grievant or the Union is dissatisfied with the decision at Step 1 of this procedure, either or both may appeal same to the President of the College or the designee thereof within fourteen (14) calendar days of the date of the decision at Step 1.

2. *Step 2 Meeting.*

Within fourteen (14) calendar days of the receipt of the appeal, the College President or designee shall schedule a meeting on the grievance with the grievant, the Union and all relevant College Administrators. The meeting shall be held no later than twenty-one (21) days of receipt of the appeal.

3. *Disposition.*

Within fourteen (14) calendar days of said meeting the College President or designee shall grant or deny the grievance, in whole or in part, in writing, and forward the decision to all parties to the grievance.

D. Step 3: Appeal to the Board of Trustees

1. *Time for Appeal.*

If the Union is dissatisfied with the decision at Step 2 of this procedure, either or both may appeal same to the Board of Trustees of the District within fourteen (14) calendar days of the date of the decision at Step 2. The Board of Trustees shall have the option to hear the matter, but shall not be bound to do so. If the Board decides not to hear the grievance, it shall notify the Union in writing within fourteen (14) calendar days of the date of receipt of the appeal.

2. *Step 3 Meeting.*

The hearing before the Board of Trustees shall take place in the closed session of the Board held in conjunction with its next regularly scheduled meeting following the receipt of the Union's appeal by the Board from the decision at Step 2. If the appeal is served within seven (7) days of the Board's next regularly scheduled meeting, then the appeal shall be heard at the following regularly scheduled Board meeting. Service on the Board of Trustees shall be made by delivering a copy of the appeal to the Board's recording Secretary. The grievant, the Union and all relevant College Administrators shall participate in the hearing.

3. *Disposition.*

Within fourteen (14) calendar days of the hearing before the Board of Trustees the Board shall grant or deny the grievance, in whole or in part, in writing, delivered to all parties thereto.

E. Step 4: Arbitration

1. *Time and Manner of Appeal to Arbitration.*

If the Union is not satisfied with the disposition of the grievance at Step 3, the Union only may submit the grievance to binding grievance arbitration within thirty (30) calendar days of its receipt of the decision at Step 3 by serving written notice upon the College President and the Board's General Counsel.

2. *Selection of Arbitrator*

Thereupon, the College and the Union shall attempt to mutually agree upon an arbitrator within fourteen (14) calendar days of the notification. If the parties cannot agree upon an arbitrator, they shall jointly serve a request upon the American Arbitration Association for a panel of seven (7) arbitrators.

3. *Selection by Elimination*

The College and the Union shall attempt to agree upon an arbitrator from the panel submitted. Failing to do so, the parties shall alternately strike names from the panel with the last name remaining being selected as the arbitrator. Either party may reject the final panel name one (1) time. In such a case, a new panel shall be jointly requested. The determination of which party shall strike the first name in the initial arbitration under this agreement shall be determined by lot. Thereafter the parties shall alternate who strikes from the panel first.

4. *Hearing Date.*

The parties shall request that the arbitrator hold the hearing within thirty (30) days of the notice of selection. If the arbitrator cannot do so, then at the earliest date thereafter available to the arbitrator.

5. *Authority of the Arbitrator.*

The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from or change the provisions of the agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the College and the Union and shall have no authority to make any decisions or recommendations on any other issue(s) not so submitted. The arbitrator shall be without authority or power to make decisions or awards in violation of or contrary to applicable laws, rules, and regulations having the effect of law or in violation of public policy.

6. *Time for Decision.*

The arbitrator shall render a written decision on the grievance as soon as practicable from the date of the closing of the hearings, from the date for any final proofs to be submitted or from the last date of the filing of any briefs.

7. *Effect of Decision.*

The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall have the authority to make any award concerning the remedy, if any, that the arbitrator deems appropriate.

8. *Expenses of Arbitration.*

The fees and expenses of the arbitrator and any other mutually agreed upon expenses shall be shared equally by the parties, provided, however, that each party shall be responsible for compensating its counsel, representatives and witnesses. All other expenses shall be borne by the party incurring them.

F. Advance Step Grievance

In cases where an employee's grievance arises as a result of a College-wide policy, practice or rule, the Union or the employee may initiate the grievance at Step 2, Appeal to the President.

G. Time Limits and Definitions

1. Unless otherwise specified, the time limits set forth on this Article, all calculated in calendar days, shall be deemed "of the essence" in all cases and shall be strictly enforced. However, the time limits set forth in this grievance procedure may be extended, modified or waived by the mutually executed written agreement of the parties.
2. The failure of the Administration to respond to a grievance within the time limits specified herein shall enable the employee or the Union to advance the grievance to the next step, provided, however, that only the Union may appeal to Steps 3 and 4. Nothing in this section shall require the Union to advance the grievance and the Union may elect to await the timely responses from the College without prejudice to either party's rights to enforce the time limits set forth herein. Further provided, however, failure of the employee or the Union to advance the grievance to the next step following the timely response by the College at any step will be deemed to be acceptance of the decision at that step and shall be a bar to any further grievance of the subject matter thereof.
3. Service of grievances, decisions, answers or appeals may be accomplished by certified mail, facsimile or signed receipts for hand delivery. In those cases wherein the Union represents the Grievant, service upon the Union shall be deemed as sufficient service upon it and the Grievant.
4. The grievance processing clock will not run during the winter and spring break periods. Whenever an action or filing is due on a day when the College's administrative offices are closed, that action or filing shall be due on the next day the College's administrative offices are open.
5. In all steps of this grievance procedure where College or Union representatives are specified, designated representatives for each may be utilized.

H. Site of Arbitration Hearings

Arbitration hearings shall be held at the College campus in River Grove, Illinois unless the parties, in writing, mutually agree otherwise.

ARTICLE IX

Adjunct Instructor Compensation

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Article IX: Adjunct Instructor Compensation

Income:

- Every part-time faculty member salary will be increased by 2.0, 2.0, 2.0, 2.25, and 2.5 % in creditable income for each year that the contract is in place. All increases are effective with the first payroll of the fall semester.
- Only active adjunct faculty as of the date (December 2006) of execution of this agreement shall be granted a longevity bonus of non-creditable income as set forth in the chart below.
- In the event any amount of income over 5.99% is determined by SURS to be creditable income, which creates an economic liability for the college, in such case, the economic liability so created shall become the sole responsibility of the affected AFM and not the college.

Chart A: FY20 – FY24 Active Adjunct Faculty Compensation Scale (Credit)

Level	Base FY14	FY 20 2.0%	Bon- us	FY 20 Total	FY 21 2.0%	Bon- us	FY 21 Total	FY 22 2.0%	Bon- us	FY 22 Total	FY 23 2.25%	Bon- us	FY 23 Total	FY 24 2.5%	Bon- us	FY 24 Total
one	770	785	88	\$873	800	92	\$892	816	95	\$911	834	98	\$932	854	101	\$955
two	798	813	77	\$890	829	77	\$906	845	77	\$922	864	77	\$941	885	77	\$962
three	827	843	78	\$921	859	78	\$937	876	78	\$954	895	78	\$973	917	78	\$995
four	852	869	83	\$952	886	83	\$969	903	83	\$986	923	83	\$1006	946	83	\$1029
five	879	896	85	\$981	913	85	\$998	931	85	\$1016	951	85	\$1036	974	85	\$1059
six	911	923	88	\$1011	941	88	\$1029	959	88	\$1047	980	88	\$1068	1004	88	\$1092

- **Note:** All increases are effective with the first payroll of the fall semester. The maximum creditable reported (SURS) earnings for all AFMs (credit and non-credit) shall be 5.99% based upon comparative prior calendar year earnings for comparative instructional hours. Dollars paid as “Bonus” are reported to SURS as “Non-creditable” earnings.

**Chart B: FY20 – FY24 Active Adjunct Faculty Compensation Scale
(ABE and E courses)**

	Base FY14	Hourly Rate FY 20 2.0%	Bonus	Hourly Rate FY 21 2.0%	Bonus	Hourly Rate FY 22 2.0%	Bonus	Hourly Rate FY 23 2.25%	Bonus	Hourly Rate FY 24 2.5%	Bonus
Level I E courses (1.6 pcs)	43.53	44.40	99.74	45.28	99.74	46.18	99.74	47.21	99.74	48.39	99.74
Level I ABE courses (1.9 pcs) E courses (1.7 pcs)	43.53	44.40	99.74	45.28	99.74	46.18	99.74	47.21	99.74	48.39	99.74
Level II ABE courses (1.9 pcs) E courses (1.7 pcs)	45.10	46.00	102.07	46.92	102.07	47.82	102.07	48.89	102.07	50.11	102.07
Level III ABE courses (1.9 pcs) E courses (1.7 pcs)	46.66	47.59	104.56	48.54	104.56	49.51	104.56	50.62	104.56	51.88	104.56
Level I E courses (1.5 pcs)	41.00	41.82	135.12	42.65	135.12	43.50	135.12	44.47	135.12	45.58	135.12
Level II E courses (1.5 pcs)	42.30	43.14	140.91	44.00	140.91	44.88	140.91	45.88	140.91	47.02	140.91
Level III ABE Courses (1.8 pcs)	46.66	47.59	104.56	48.54	104.56	49.51	104.56	50.62	104.56	51.88	104.56

Assignment to levels (Existing active adjunct faculty only):

Note: All Level assignments are frozen, effective with ratification of the first CBA. (Ratification was finalized as of December 19, 2006). Thereafter: All compensation increases shall be achieved through Charts A and B only. All increases are effective with the first payroll of the fall semester. The maximum creditable reported (SURS) earnings for all AFMs (credit and non-credit) shall be 5.99% based upon comparative prior calendar year earnings for comparative instructional hours. Dollars paid as “Bonus” are reported to SURS as “Non-creditable” earnings.

Chart C: Adjunct Faculty Compensation Scale (for all starting after Fall 06)
Level 9, effective for the following fiscal years under this Agreement:

FY %inc	FY 20 2.0%	FY 21 2.0%	FY 22 2.0%	FY 23 2.25%	FY 24 2.5%
Amount	\$888	\$906	\$923	\$944	\$968

Minimum initial placement for new AFMs is standardized within Chart C above, however, the Board in its sole discretion may place those adjuncts in specialty areas of high demand above the scale in order to achieve salaries competitive with the market. The College will advise the Union in such an event.

All increases are effective with the first payroll of the fall semester. The maximum creditable reported (SURS) earnings for all AFMs (credit and non-credit) shall be 5.99% based upon comparative prior calendar year earnings for comparative instructional hours.

D. The adjunct faculty association recognizes that the College has the Right and the desire to have a full-time faculty member (or if unavailable, then a full-time mid-manager) to serve in the position of Department Coordinator or Chairperson. It is recognized that there may be times that it is determined by the Administration and the Board of Trustees that it be in the best interest of the College, for an Adjunct Faculty member to serve in the capacity of Chairperson/Coordinator.

E. An adjunct serving in this position may receive compensation identical to that found in the Full-time Faculty Negotiated Agreement, prorated on a semester by semester basis. The compensation shall be limited to the specified stipend amount specified for a new Chairperson/Coordinator and the hours of release time shall be deducted from the maximum load of 12 LHE fall/spring. IN NO EVENT shall an Adjunct faculty member be compensated in bonus or release time in an amount greater than is permitted under the full-time faculty Negotiated Agreement.

F. Existing AFM Chair/Coordinators (as of the date of ratification) in excess of this amount shall be grandfathered.

G. Merit Pay Compensation

The Parties agree that the Administration may establish a Merit pay performance bonus fund (SURS non-creditable earnings). A Merit pay performance bonus may be issued to individual bargaining unit members at times and subject to the sole discretion of the College President. The awarding of the bonus is subject to the approval of the Board of Trustees.

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ARTICLE X

Wellness Accounts

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Article X: Wellness Accounts

Wellness points can be found in Appendix E.

A. General Notes on Wellness accounts:

1. Wellness Accounts of a non-creditable nature will be established by the college for the AFMs who complete the proper form, with required approval(s), requesting assignment of points in contract approved categories only. The college will assign no points automatically nor will they be assigned retroactively to a prior semester or unapproved activity. Wellness Points have no cash value and do not belong to the AFM and may only be utilized for eligible reimbursements under Section 125 of the IRS code.
2. Wellness Accounts will be populated with points earned January 1 through December 31 of each calendar year. Points can only be submitted for reimbursement if they exist within AFM account within the Wellness Point Bank and cannot be proactively expended in anticipation of being earned. Points earned in a calendar year MUST be expended prior to 5pm on March 31 of the succeeding calendar year (or the immediately preceding business day before that date) or they are considered abandoned without exception. April 1, each account is reset at zero (0,) voiding all points earned in the prior calendar year with no credit or rollover to the AFM. ~~All reimbursement claims must be processed through the business office within 60 days of the date the expense is incurred, or within 14 days of the end of the Fiscal Year, whichever is earlier.~~
3. Request to participate in approved wellness activity must be pre-approved on a case-by-case basis.
4. The maximum value of any wellness account will be \$2,000.
5. Wellness contributions are based on completed activities only, without pro-ratio or extension of scheduled completion. Wellness points for meeting participation require 100% attendance in time, for at least 80% of the scheduled meetings.

6. Wellness accounts will only be used for reimbursement to the AFMs based upon qualified medical expenses as determined by IRS code section 125.
7. Professional activities will be assigned a series of point values. Each point is worth \$6.00. This point value is non transferable, has no cash value and may be used for Flex 125 type reimbursement only within the established timeframe.
8. Each semester that an AFM has taught will be worth three (3) points for 10 or fewer semesters and six (6) points for more than 10 semesters. Non-teaching duties will be assigned points according to time commitment scheduled below. The addition of approved assignments to the categories below requires unanimous approval in advance by the VP of Academic Affairs, the VP of Business Services and the Union President.
9. The accrued non-creditable earnings, compliant with IRS publication #969 (et. Seq.) will be placed in a Wellness Account for each AFM, to be paid out upon submission of receipts at specified periods.

ARTICLE XI

No Strike Provision

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Article XI: No Strike Provision

During the term of the Agreement and in return for the terms and conditions set forth in the Agreement, neither the Union nor any faculty member covered by this Agreement shall engage in any strike, including but not limited to the following:

The union or any employee of the bargaining unit shall not engage in or in any way instigate, promote, sponsor or condone any strike, slow down, picketing, boycott or concerted stoppage of work or any other intentional interruption of the college including compliance with requests of any labor organization or chapter thereof, to engage in such activities during the employees scheduled work hours.

The union recognizes the duty and obligations of its representatives to comply with the provisions of this agreement and their employment contracts and to make every reasonable effort to induce bargaining unit members to do so. In the event any bargaining unit employees engage in any of the activities herein prohibited, the union agrees in good faith to take all necessary steps to induce those employees to cease such action.

While the Board recognizes the employee's rights of free speech, this expression should not interfere with the operation of the college, violate any laws or interfere with the students right and expectation to learn. All employees covered by an active agreement are expected to perform their duties and meet their contractual obligations to the college and the students. Any employee covered by this agreement who violates the provisions of this article may be disciplined (up to and including discharge) by the Board. Such violation shall constitute cause for such discipline. Such discipline for a violation of this article shall not be grievable.

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ARTICLE XII

Conformity to Law

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Article XII: Conformity to Law

This Agreement is subject to all applicable Federal, State or local laws and ordinances.

If any provision of this Agreement is, or shall at any time, be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

In the event that any provision of this Agreement is, or shall at any time, be contrary to law, all other provisions of this Agreement shall continue in effect.

If there is any conflict between the provisions of this Agreement and any affirmative action obligations imposed on the Board by a federal or state statute, the affirmative action obligations of such federal or state statute shall prevail.

This Agreement is not intended to modify any of the discretionary authority or duties vested in the Board by the statutes and case law of the State of Illinois or the statutes and case law of the United States of America. No provision of this Agreement shall abrogate the statutory rights, duties and responsibilities of the Board.

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ARTICLE XIII

Entirety of Agreement

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Article XIII: Entirety of Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Subject to the requirements of impact bargaining, no other matter shall be subject to renegotiations unless mutually agreed upon between the parties, and no amendments or other agreements shall be effective unless in writing and signed or initialed by both parties.

Blank

ARTICLE XIV

Precedence of Agreement

Blank

Article XIV: Precedence of Agreement

The Board and the Association acknowledge the Board's authority to promulgate such policies, rules and regulations as the Board, in its sole discretion, deems necessary or advisable. Such policies, rules and regulations shall control to the extent they are not in conflict with the express written terms of this Agreement or applicable federal, state or local laws and ordinances.

If there is any conflict between the express written terms of this Agreement and written Board policies, rules or regulations which may, from time to time, be in effect, than the written terms of this Agreement shall take precedence and be controlling.

Blank

ARTICLE XV

Written Notice

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Article XV: Written Notice

Any notice of contractual matters requiring Board action on this Agreement shall be by certified mail, return receipt requested, and shall be completed by and at the time of said mailing. Written notice may also be served by personal delivery of such notice. Proof of such service shall only be by production of a receipted copy of such notice indicating the date of receipt and bearing the signature of a person authorized to receive such notice.

Notice sent by the Board or the College to the Association shall be addressed as follows:

Triton College Adjunct Faculty Association President
Triton College
2000 5th Avenue
River Grove, IL 60171

Notices sent by the Association to the Board or the College shall be addressed as follows:

The Board of Trustees
Triton College
2000 5th Avenue
River Grove, IL 60171

or

Office of the President
Triton College
2000 5th Avenue
River Grove, IL 60171

Notice sent by the Board or the College to the bargaining unit member covered by this Agreement shall be addressed to the bargaining unit member at the address last listed in the records of the Office of Human Resources.

Either party may, by like written notice, change the address to which such notice is to be given.

Authorization to receive and sign for communication to the Board is limited to:
the Chairman of the Board, the President, and the Coordinator for the President and
Board of Trustees.

ARTICLE XVI

Effective Date & Duration of Agreement

Blank

Article XVI: Effective Date and Duration of Agreement

This Agreement shall be effective upon ratification and execution of the document and shall commence on July 1, 2019 and shall continue in effect through June 30, 2024 at which time this agreement shall cease to exist.

Blank

APPENDICES

- A. Length of Service List (sample)**
- B. Request for Assignment (form)**
- C. Evaluations**
 - 1. Cumulative Evaluation**
 - 2. Classroom Visit Report**
- D. Adjunct Instructor Job Description**
- E. Wellness Points Table**
- F. Adjunct Faculty Office Hour Reimbursement**
- G. Conditions of Reimbursement for ION Certification (form)**
- H. Qualified/Re-Qualified Categories**

DURATION OF AGREEMENT

This agreement shall become effective July 1, 2019 and shall remain in full force and effect until June 30, 2024.

Board of Trustees

Mark R. Stephens, Chairman

Diane Viverito, Secretary

Adjunct Faculty Association

President

Vice-President

Vice-President

NEA/IEA Representative

TRITON COLLEGE, District 504
Board of Trustees

Meeting of July 16, 2019

ACTION EXHIBIT NO. 16326

SUBJECT: ILLINET/OCLC SERVICES FY20

RECOMMENDATION: That the Board of Trustees approve the agreement for ILLINET/OCLC Services for Fiscal Year 2020, beginning July 1, 2019 through June 30, 2020 at the cost of \$3,975.46.

RATIONALE: Triton College Library uses the ILLINET/OCLC Services program for online cataloging, electronic record transfer, and creation of Triton College Library's database within the statewide ILLINET Online System. As one of over 1300 libraries with this membership, the library uses ILLINET/OCLC Services to enable students to easily access academic resources for research and coursework.

Submitted to Board by: _____


(Vice President) Jodi Koslow Martin

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes X No



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

ILLINOIS STATE LIBRARY
Gwendolyn Brooks Building
300 South Second Street
Springfield, Illinois 62701-1796

May 15, 2019

Dr. Robert Connor
Triton College
Library
2000 Fifth Avenue
River Grove, IL 60171-1995

(IAW)

Dear Dr. Connor:

Enclosed you will find a single copy of your institution's FY2020 ILLINET/OCLC Services Program Agreement, attachments and the FY20 OCLC price list for products and services not covered in the Group Services fee. Please sign and return the signed copy of the ILLINET/OCLC Services Program Agreement. One fully executed original agreement will be returned to your library for your files.

Your institution's FY20 Group Services fee is \$3,975.46

This letter is not an invoice. You will receive an invoice for your FY20 fee from the Illinois Heartland Library System, the Illinois State Library's fiscal agent for ILLINET/OCLC Services. Invoices will be mailed in early July. Online account access is provided at: www.illinetoclc.info. Please contact Shirley Paden at 618-656-3216 x419 for your account information.

TO AVOID OCLC SERVICE INTERRUPTION, SIGN AND RETURN THIS AGREEMENT BY JUNE 30, 2019. Your library is responsible for all charges billed by OCLC after June 30, 2019. Agreements may be returned via mail or via fax to 217-782-6062.

Please contact Sue Burkholder by JUNE 20, 2019 IF YOUR LIBRARY WILL NOT BE RENEWING OCLC SERVICES. Additionally, you may contact Sue at sburkholder@ilsos.gov or at 217.785.1537 with any questions.

It is essential that you confirm your intent by returning this agreement or otherwise notifying this office.

Please return your institution's signed agreement to: Sue Burkholder, Illinois State Library, ILLINET/OCLC Contract Gwendolyn Brooks Building, 300 South Second Street, Springfield, IL 62701-1796

Sincerely,

A handwritten signature in black ink that reads "Greg McCormick".

Greg McCormick
Director, Illinois State Library

**ILLINET/OCLC SERVICES PROGRAM
MEMBER AGREEMENT
FISCAL YEAR 2020**

This Agreement is entered into between the Office of the Secretary of State, Illinois State Library ("ISL") and **TRITON COLLEGE LIBRARY**, hereinafter referred to as the **SECOND PARTY**.

WHEREAS, the Office of the Secretary of State, Illinois State Library is a State agency created by statute (20 ILCS 605, *et seq.*);

WHEREAS, ISL has entered into an Agreement effective July 1, 2019 with OCLC ONLINE COMPUTER LIBRARY CENTER, INC., a not-for-profit corporation, organized and existing under the laws of the State of Ohio, hereinafter referred to as OCLC, operator of a computer-assisted and electronic telecommunications accessed bibliographic and library processes database, to distribute the products and services of this database within the State of Illinois, and;

WHEREAS, the **SECOND PARTY** wishes to use the services available from OCLC pursuant to the Agreement between the ISL and OCLC;

WHEREAS both ISL and the **SECOND PARTY** seek to enter into an agreement whereby the **SECOND PARTY** will receive the services negotiated by ISL from OCLC.

1. ISL Responsibilities. ISL agrees to:

- a. Represent the **SECOND PARTY** with the OCLC Board of Trustees, Administration, and Operations Staff relative to the delivery and expansion of OCLC services to Illinois libraries and in contract negotiations.
- b. Provide information concerning OCLC policy and OCLC database usage and services to the **SECOND PARTY**.
- c. Provide to the **SECOND PARTY** access to OCLC services pursuant to the existing Agreement between ISL and OCLC.
- d. Provide monthly or on-demand reports of database use to the **SECOND PARTY**.

SECOND PARTY Responsibilities. The **SECOND PARTY** agrees to use the resources at their disposal for and in consideration of the mutual undertakings to provide the following services:

- e. Attach current library holdings to the bibliographic records in WorldCat® to keep holdings up to date no less often than semi-annually.
- f. Review Request Manager of the WorldShare Interlibrary Loan Service and respond to all requests within three working days and will respond favorably to a request under the provisions of the Illinois Interlibrary Loan Code.
- g. Pay all financial obligations for services and products obtained from OCLC pursuant to this Agreement.

2. Term. This Agreement shall commence on July 1, 2019 and, unless otherwise terminated, shall continue through June 30, 2020. The Agreement may be extended by mutual written consent of the parties.

3. Conditions.

- a. The **SECOND PARTY** will pay the Illinois Heartland Library System, herein after referred to as **DESIGNEE**, charges for OCLC Services.
- b. The annual Group Services Subscription fee for the period July 1, 2019 – June 30, 2020 is \$3,975.46. Billing for products and services not specified in the Group Services Subscription fee shall be billed monthly by the Illinois Heartland Library System as charges are incurred. Those fees shall be at the price specified by OCLC and made available to libraries in April 2019.
- c. If payment has not been received by the fifteenth day of the month in which an amount becomes sixty (60) days past due, or at any time thereafter if the payment has not been received, ISL or its **DESIGNEE** may suspend services at its option upon giving to the **SECOND PARTY** fifteen (15) days written notice.
- d. In the event that services under this Agreement are suspended they shall not be restored until all outstanding charges have been paid in full and the **SECOND PARTY** has demonstrated both the ability and the intention to keep its account current in the future.
- e. If the **SECOND PARTY** fails to pay any bill so that ISL or its **DESIGNEE** has not received the payment within one hundred eighty (180) days of the original billing date, services provided under this Agreement shall be terminated without further notice to the **SECOND PARTY**.
- f. If services are terminated by reason of late payment, non-payment or other substantial non-compliance with this Agreement on the part of the **SECOND PARTY** as determined by ISL, then the **SECOND PARTY** shall reimburse the **DESIGNEE** for all costs incurred in terminating services.
- g. In the event that services under this Agreement are terminated, for any reason, the services shall not be restored under this Agreement, and this Agreement cannot be renewed or extended, and services can only be restored through the creation of a new Agreement.
- h. It is agreed that OCLC is a third-party beneficiary of the forgoing provisions and is entitled to seek enforcement thereof in its own name.

4. Liability. The Secretary of State and ISL shall not be liable under or by reason of this Agreement for the payment of any compensation, award, or damages in connection with the **SECOND PARTY** performing its obligations under this Agreement or for injury or damages occurring to any of the **SECOND PARTY'S** employees as the result of any acts, omissions, negligence, or otherwise while in the process of performing the obligations required by this Agreement or in connection with any other employer-employee relationship between the **SECOND PARTY** and its subcontractors or employees.

5. **Warranties.** Neither ISL nor OCLC makes any express or implied representations or warranties with respect to the OCLC system, the OCLC WorldCat® Database nor any processes, products or services now or hereafter provided in this Agreement or future Agreements. All other warranties, including the WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE ARE HEREBY DISCLAIMED. ISL and OCLC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE FORM OF ACTION, NOR SHALL IT BE LIABLE FOR EXEMPLARY DAMAGES OR LOST REVENUES. In the event that the exclusivity or limitation of liability or remedy set forth above is held to be unenforceable for any reason, then OCLC's total liability to ISL or the SECOND PARTY in respect of any claim, regardless of the form of action, shall be determined by the Illinois Court of Claims.
6. **Independent Contractor Status.** Each party hereto is an independent contractor with respect to the other, and no franchise or agency relationship between the parties is intended. Neither party shall have the right or the authority to commit or bind the other to any contract or financial obligation except as specifically authorized in writing.
7. **Applicable Law.** This Agreement is governed in all respects by the laws of the State of Illinois. Both parties certify that they shall comply with all applicable provisions of Federal, State, and local law in the performance of their obligations pursuant to this Agreement.
8. **Severability.** The invalidity of any provision, term or condition of this Agreement for any reason shall not render any other provision, term or condition of this Agreement invalid or unenforceable.
9. **Recitals.** Each of the Parties represents and warrants to each other that the recitals set forth above are true and correct in substance and fact, as each such recital relates to each party, and are incorporated as an integral part of this Agreement.
10. **Assignment.** This Agreement may not be assigned by the SECOND PARTY, in whole or in part, without the express, prior, written consent of ISL.
11. **Attachments.** It is acknowledged by the SECOND PARTY that OCLC's WorldShare Metadata/OCLC Cataloging, Group Catalog and WorldShare Interlibrary Loan Services (ILL) are attached and incorporated fully herein.
12. **Modification.** This Agreement is the final, complete and exclusive statement of the Agreement of the parties hereto. No provision of the Agreement may be changed, modified, or supplemented except in writing signed by both parties hereto, unless otherwise provided herein.
13. **Complete Agreement.** This Agreement, with the above described attachments, as written, is the full and complete agreement between the Parties and there are no oral agreements or understandings between the Parties other than what has been reduced to writing herein.

Approval:

TRITON COLLEGE

ILLINOIS STATE LIBRARY

 Mark R. Stephens, Chairman

 Greg McCormick, Director

 (DATE)

(This second line is provided for institutions that require two signatures)

Triton College
 Library
 2000 Fifth Avenue
 River Grove, IL 60171-1995

SCHEDULE 2**WorldShare Metadata/ OCLC Cataloging****DESCRIPTION**

OCLC's cataloging and metadata services give Institution the tools needed to effectively manage the metadata for Institution's collection.

DEFINITIONS

- A. "Guidelines" means the "Guidelines for Contributions to WorldCat" as modified from time to time. A current copy of the Guidelines is available at: <http://www.oclc.org/worldcat/community/guidelines.en.html>
- B. "Policy" means the "WorldCat Rights and Responsibilities for the OCLC Cooperative" as modified from time to time as a result of the policy review process described therein. A current copy of the Policy is available at: <http://www.oclc.org/en/worldcat/cooperative-quality/policy.html>.
- C. "Principles" means the WorldCat Principles of Cooperation as modified from time to time. A current copy of the Principles is available at: <http://www.oclc.org/worldcat/community/principles.en.html>
- D. "WorldCat Data" is defined as set forth in the Policy.

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Master Services Agreement.

ADDITIONAL TERMS AND CONDITIONS1) **Responsibilities of Institution**

- A. Institution shall create bibliographic records and related data for entering information into WorldCat consistent with the Guidelines maintained by OCLC and its advisory groups.
- B. Institution using the Systems for cataloging agrees to abide by the Principles and the Guidelines.
- C. Institution agrees that the use and transfer by the Institution of WorldCat Data is subject to the Policy.
- D. If, during the term hereof, an Institution informs OCLC that bibliographic records it furnishes to OCLC for addition to WorldCat will be subject to usage or transfer restrictions beyond or in addition to those applicable under this Schedule, and if OCLC nevertheless elects to accept such records for addition to WorldCat, OCLC will so notify Institution, after which Institution's rights to access, use and transfer such records will be subject to said usage and transfer restrictions.

SCHEDULE 12**GROUP CATALOG****DESCRIPTION**

Group Catalog is a subset of WorldCat that provides access to bibliographic, holdings and other information for the collections of the libraries and/or information agencies specified by the Group as such information is set in WorldCat.

DEFINITIONS

- A. **"Authorized User"** means End-Users of a Group Member library accessing WorldCat Discovery while in the library or by remote access, provided that access for certain WorldCat Discovery functionality requires the Authorized User to be authenticated using a current, authorized library card or other library-controlled or third party-controlled authorization before accessing such WorldCat Discovery functionality.
- B. **"Discovery Terms"** means the WorldCat Discovery Services Schedule and the OCLC Master Services Agreement ("MSA").
- C. **"End-User"** means: (i) an employee of Group Member; and (ii) an end-user to whom Group Member makes its library services available, including on the open Web.
- D. **"Group"** means the consortium of libraries and/or information agencies (i.e., historical societies, archives, museums or similar organizations) who are identified on the Order Form and who have agreed to the MSA.
- E. **"Group Catalog"** means a subset of WorldCat that provides access to bibliographic, holdings and other information for the collections of the libraries and/or information agencies specified by the Group as such information is set in WorldCat.
- F. **"Group Member"** means any library listed on the Order Form and bound by this Schedule, the MSA and Discovery Terms.
- G. **"Guest User"** means any member of the public.
- H. **"WorldCat Discovery"** means the OCLC WorldCat Discovery service as made available by OCLC.
- I. **"WorldCat.org"** means the service through which records of library-owned materials in WorldCat are made available by OCLC through one or more designated websites (currently located at www.worldcat.org).
- J. **"WorldCat.org Terms"** means the then-current OCLC WorldCat.org Services Terms and Conditions made available via a link on the WorldCat.org interface.

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Master Service Agreement.

ADDITIONAL TERMS AND CONDITIONS

- 1) In order to receive the Group Catalog, each Group Member must be a subscriber to WorldCat for unlimited access through WorldCat Discovery subject to the Discovery Terms. Except to the extent otherwise indicated in this Section 1, access to and use of the Group Catalog shall be governed by: (i) this Schedule and the Discovery Terms; and (ii) the WorldCat.org Terms when the Group Catalog is accessed through WorldCat.org.
- 2) Upon acceptance of the Group's order for the Group Catalog and receipt by OCLC of all information reasonably requested from the Group, OCLC will create the Group Catalog by a mutually agreed upon completion date.
- 3) Access to other WorldCat Discovery databases (besides the Group Catalog) is permitted only by Authorized Users.
- 4) In connection with the creation of the Group Catalog, OCLC will use commercially reasonable efforts to work with the Group to configure the Group Catalog in such a manner as to maximize the Group Catalog's interoperability with the local systems of Group Members and any other digital content services licensed by Group Members. These configuration services may include: (i) creating profile groups used for searching the Group; (ii) branding of the interface to the Group Catalog; and/or (iii) setting up custom groups in WorldCat Discovery and the OCLC Interlibrary Loan service. The Group recognizes that due to variances

between the various local systems of the Group Members and the other digital content services licensed by Group Members, the configuration services described herein may not result in the highest level of interoperability desired by the Group. As stated above, OCLC's obligation with respect to configuration services is to exert its commercially reasonable efforts to achieve the results desired by the Group.

- 5) To facilitate the above-referenced configuration services, the Group Members agree to cooperate with OCLC to a reasonable degree, including, but not limited to, providing relevant system documentation and other information as reasonably requested by OCLC. OCLC agrees to use commercially reasonable efforts, and the Group Members agree to take necessary precautionary steps, to ensure the integrity of the Group Members' systems.
- 6) OCLC will provide Group Administrator with a schedule setting forth dates on which the Group Catalog may be updated to reflect changes in Group membership and Group level settings (i.e., interface branding and custom groups). OCLC will work with Group Administrator to determine the dates from such schedule on which such updates will be made.
- 7) Information to be included in the Group Catalog which is not contained in WorldCat at the time of the Group's order may be submitted by Group Members for inclusion in WorldCat via batchloading. (Group Members who have not used OCLC for cataloging previously must be profiled by OCLC prior to batchloading.) The following terms shall apply to the batchloading described in this Section:
 - a. OCLC shall load and process source data in conformance with specifications and other directions agreed upon in writing by both parties. Data files submitted for batchload shall be technically acceptable input products, with the stored records in a format acceptable to OCLC, and shall otherwise conform with any policies promulgated by OCLC from time to time for general application to OCLC users. All data submitted to OCLC for batchloading must conform to the specifications agreed to by OCLC and the Group. If such specifications are not met, OCLC may choose not to accept the data for processing. Local information in source data will be accepted by OCLC as provided. There will not be any validation at the local level before or during processing. Source files sent to OCLC for processing will not be returned. Data will be processed according to OCLC-defined schedules. Once applicable specifications have been met, OCLC will not retain or return source files.
 - b. Group Member hereby grants to OCLC, other OCLC participants, non-participant users and OCLC designees an irrevocable, nonexclusive, royalty-free, sublicenseable, worldwide right to copy, display, publish, prepare derivative works from, distribute and use all bibliographic, holdings and other information supplied to OCLC by such Group Member or other entity acting on its behalf.
 - c. Group Member warrants that it possesses all rights necessary to submit such information for inclusion in WorldCat via batchloading and to grant the license above with respect thereto, and that doing so will not infringe the copyright or other proprietary rights of any third party.
 - d. OCLC may share with the Group reports and access to Measurement Services obtained by OCLC from Adobe® SiteCatalyst pursuant to the following guidelines. All Adobe® SiteCatalyst reports, data, and services provided to the Group from OCLC shall be considered confidential ("Confidential Information"). Confidential Information also includes all copies, summaries and extracts of any Confidential Information.
- 8) Confidential Information, as defined in this Schedule, shall not include information that (i) is or becomes a part of the public domain through no act or omission of the Group; (ii) was rightfully in the Group's possession prior to the disclosure and had not been obtained by the Group either directly or indirectly from OCLC; (iii) is rightfully disclosed to the Group by a third party without restriction on disclosure; or (iv) is independently developed by Group without use of or reference to the Confidential Information.
 - a. Group agrees to use all reasonable care to prevent the disclosure of the Confidential Information to any third party. This Section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that should Group be subpoenaed or otherwise compelled by a valid law or court order to disclose Confidential Information it shall first have given sufficient and prompt written notice to OCLC of the receipt of any subpoena or other request for such disclosure; and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. Notwithstanding the foregoing obligation of the Group, nothing in this Section shall limit or restrict the ability of the Group to act on its own behalf and at its own expense to prevent or limit the required disclosure of Confidential Information.
 - b. OCLC reserves the right to cease providing Confidential Information to Group at any time, and for any reason in OCLC's sole discretion.

SCHEDULE 14**WorldShare Interlibrary Loan Services (ILL)****DESCRIPTION**

WorldShare Interlibrary Loan is a resource sharing network to lend and borrow resources which allows users to quickly obtain global library content located in Institution's collections and the collections of other ILL libraries around the world. WorldShare Interlibrary Loan simplifies tasks such as sharing of e-resources, automating request and entry processes, managing ILL fees, analyzing borrowing and lending patterns, and delivering documents easily and securely through Article Exchange.

ADDITIONAL TERMS AND CONDITIONS

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Master Services Agreement.

Subject to this Schedule and the MSA, OCLC will provide Institution with the Products and Services as specified in the ILL agreed upon pricing document.

**FY20 UNITED STATES PRICE LIST
FOR ILLINET/OCCLC SERVICES USERS
EFFECTIVE JULY 1, 2019 – JUNE 30, 2020
MODIFIED PLAN FOR ILLINOIS**

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METADATA MANAGEMENT SERVICES

OCLC Metadata Management Services include integrated online cataloging, contract and copy cataloging and a variety of other metadata services to meet libraries' needs, whether creating metadata, automating current systems, or having the cataloging done by OCLC.

Cataloging and Metadata Subscriptions

Online cataloging via Connexion® and Z39.50 Cataloging, WorldShare® Collection Manager, WorldShare® Record Manager, Batch Services, the WorldCat® knowledge base, functionality such as NACO, PCC, CONSER, BIBCO, and more.

Billing Code	Description	Requirements	FY20 Price	Rate Description
Individual Cataloging & Metadata Subscription:				
FIX1002	Monthly		GS ^b	
FIX9832	Monthly		GS ^b	
FIX1162	Quarterly		GS ^b	
FIX9833	Quarterly		GS ^b	
FIX1172	Semi-Annual		GS ^b	
FIX9834	Semi-Annual		GS ^b	
FIX1052	Annual		GS ^b	
FIX9835	Annual		GS ^b	
Cataloging & Metadata Group Services:				
GSC1082	Monthly		GS ^b	
GSC9985	Monthly		GS ^b	
GSC1086	Quarterly		GS ^b	
GSC9986	Quarterly		GS ^b	
GSC1090	Semi-Annual		GS ^b	
GSC9987	Semi-Annual		GS ^b	
GSC1094	Annual		GS ^b	
GSC9988	Annual		GS ^b	
GSC4958	Group Services Contract Direct Bill		GS ^b	

CatExpress®

CatExpress provides basic copy cataloging and MARC record delivery for libraries cataloging 250–7,000 titles per year, per library

Billing Code	Description	Requirements	FY20 Price	Rate Description
CatExpress:²				
CXP2238	Individual 250 Titles		GS ^b	
CXP2057	Individual 500 Titles		GS ^b	
CXP2058	Individual 1000 Titles		GS ^b	
CXP2059	Individual 2000 Titles		GS ^b	
CXP2239	Individual 3000 Titles		GS ^b	
CXP2240	Individual 4000 Titles		GS ^b	
CXP2241	Individual 5000 Titles		GS ^b	
CXP2242	Individual 6000 Titles		GS ^b	
CXP2246	Individual 7000 Titles		GS ^b	
CXP2054	Group Custom Per Title	CatExpress Subscription	GS ^b	
CXP2230	Excess Usage ³	CatExpress Subscription	GS ^b	



METADATA MANAGEMENT SERVICES - Continued

OCLC Contract Cataloging

Multiple levels of service, from copy cataloging, to record creation, to physical processing

Billing Code	Description	Requirements	FY20 Price	Rate Description
Contract Cataloging:				
MCS7130	CCL Full Record Creation/Upgrading Books Latin		\$ 39.60	
MCS7132	CCL Abbr Record Creation Books Latin		\$ 37.50	
MCS7133	CCL Full Record Creation/Upgrading Books Non-Latin		\$ 69.80	
MCS7134	CCL Abbr Record Creation Books Non-Latin		\$ 64.60	
MCS7136	CCL Full Record Creation/Upgrading Non-Book		\$ 93.80	
MCS7137	CCL Abbr Record Creation Non-Book		\$ 56.30	
MCS7138	CCL Copy Cataloging		\$ 16.70	
MCS7191	CCL Setup Fee - Returning Projects		\$ 104.30	
MCS7194	CCL Setup Fee - Latin Alphabet Print Projects		\$ 208.50	
MCS7195	CCL Setup Fee - Non-Latin Alphabet Print Projects		\$ 417.00	
MCS7196	CCL Setup Fee - Non-Print Projects		\$ 625.50	
MCS7283	CCL Shipping Shortfall Fee		\$ 5.20	
MCS7291	CCL Non-Standard Editing		Request Quote	

Metadata Management Services - Dewey® Services

Dewey Decimal Classification® system for use in classifying materials

Billing Code	Description	Requirements	FY20 Price	Rate Description
WebDewey® New Users				
DDC8376	Cataloging 1 user		\$336.60	annual subscription
DDC8381	Cataloging 2-9 users		\$745.90	annual subscription
DDC8378	Cataloging 10+ users		\$1,115.20	annual subscription
Group Per User Pricing New				
DDC8400	WebDewey Cataloging group / user		\$265.20	annual subscription
WebDewey Renewals				
DDC9069	Cataloging 1 user Renewal		\$336.60	annual subscription
DDC4705	Cataloging 2-9 users Renewal		\$745.90	annual subscription
DDC9077	Cataloging 10+ users Renewal		\$1,115.20	annual subscription
Group Per User Pricing Renewal				
DDC9530	WebDewey Cataloging group / user Renewal		\$265.20	annual subscription

Digital Collection Management

CONTENTdm®

Digital Collection Management Software for storage, management and delivery of libraries' digital collections to users across the Web

Billing Code	Description	Requirements	FY20 Price	Rate Description
	CONTENTdm Base Fee	Based on FTE/Pop-served, Incl. 30GB collection + Incl. 30GB preservation archive + Incl. 1x OCR unit	Request Quote	
	CONTENTdm OCR Unit	Additional OCR Units	Request Quote	
	CONTENTdm Collection Size	Additional collection size	Request Quote	
	CONTENTdm Preservation Archive Size	Additional preservation archive size	Request Quote	

DELIVERY

WorldCat® Discovery Services

WorldCat Discovery helps people easily find and get resources available at your library and in libraries worldwide through a single search of WorldCat and familiar, authoritative e-content collections. It also connects users to your collections via popular websites where people typically start their research.

Billing Code	Description	Requirements	FY20 Price	Rate Description
	WorldCat Discovery (premium) ⁴	Cataloging and WorldCat Discovery Subscription	GS ⁸	annual subscription

FirstSearch/WorldCat® Discovery Services

Access to the WorldCat database of worldwide library collections and a core collection of reference databases

Billing Code	Description	Requirements	FY20 Price	Rate Description
WCD8686	FirstSearch/WorldCat Discovery		Paid by ISL ⁹	annual subscription
	FirstSearch Subscription:			
FTS0409	ArticleFirst®		Paid by ISL ⁹	
FTS0440	ECO A&I		Paid by ISL ⁹	
FTS0475	OCLC Collection Package		Paid by ISL ⁹	
FTS5264	WorldCat® Dissertations		Paid by ISL ⁹	
FTS0502	WorldCat®		Paid by ISL ⁹	
FTS0415	Base Package		Paid by ISL ⁹	
FTS0515	Class and Periodica		Paid by ISL ⁹	
FTS0469	MEDLINE		Paid by ISL ⁹	
FTS0479	PapersFirst®		Paid by ISL ⁹	
FTS0482	ProceedingsFirst®		Paid by ISL ⁹	
FTS0504	SCIPIO		Paid by ISL ⁹	

Group Catalog

A single view of your library group's resources

Billing Code	Description	Requirements	FY20 Price	Rate Description
GCP9478	FirstSearch Group Catalog	FirstSearch WorldCat Subscription	Paid by ISL ⁹	
GSC4965	Group Catalog Implementation Fee		\$8,368.64	one-time charge
DGC6117	Discovery Group Catalog	WorldCat Discovery Subscription	Request Quote	

WorldCat® Local

Single search that connects all of a library's materials—physical, electronic and digital—to the delivery services for those materials

Billing Code	Description	Requirements	FY20 Price	Rate Description
	WorldCat Local Subscription	WorldCat Discovery Subscription	Current Subscribers Only	

QuestionPoint® Reference Management Service

QuestionPoint® Online Reference

Online Reference based on library cooperation. Includes software for interacting with patrons and managing your virtual reference service, as well as access to a global network of libraries who share their staff time to expand coverage and a staff of OCLC Backup Staff to guarantee 24*7 coverage.

Billing Code	Description	Requirements	FY20 Price	Rate Description
	Online Reference Tools Only		Request Quote	Based on FTE/Pop Served
	Online Reference Cooperative Software + Staff Share		Request Quote	Based on FTE/Pop Served & Hours Contributed to Coop
	Online Reference Cooperative Software + Staff Share + Backup		Request Quote	Based on FTE/Pop Served & Hours Contributed to Coop

DELIVERY - Continued

Resource Sharing

WorldShare® ILL Subscriptions

OCLC WorldShare Interlibrary Loan centralizes interlibrary loan workflows now managed in multiple systems. WorldShare ILL provides functionality to speed fulfillment of interlibrary loan requests and save time for library staff and library users.

Billing Code	Description	Requirements	FY20 Price	Rate Description
	WorldShare ILL Subscription:			
FIX4500	Monthly		GS ⁸	
FIX9836	Monthly		GS ⁸	
FIX4508	Quarterly		GS ⁸	
FIX9837	Quarterly		GS ⁸	
FIX4509	Semi-Annual		GS ⁸	
FIX9838	Semi-Annual		GS ⁸	
FIX4510	Annual		GS ⁸	
FIX9839	Annual		GS ⁸	
	ILL Group Service Subscription:			
GSC4950	Monthly		GS ⁸	
GSC9996	Monthly		GS ⁸	
GSC4951	Quarterly		GS ⁸	
GSC9997	Quarterly		GS ⁸	
GSC4952	Semi-Annual		GS ⁸	
GSC9998	Semi-Annual		GS ⁸	
GSC4953	Annual		GS ⁸	
GSC9999	Annual		GS ⁸	

WorldCat Navigator®

Resource sharing solution for groups

Billing Code	Description	Requirements	FY20 Price	Rate Description
	WorldCat Navigator: ⁵			
WCN2068	Small Academic Library Group - Renewal		Current Subscribers Only	
WCN2070	Medium Academic Library Group - Renewal		Current Subscribers Only	
WCN2075	Large Academic Library Group - Renewal		Current Subscribers Only	
WCN2076	Small Public Library Group - Renewal		Current Subscribers Only	
WCN2077	Medium Public Library Group - Renewal		Current Subscribers Only	
WCN2079	Large Public Library Group - Renewal		Current Subscribers Only	
WCN2080	Small Mix Library Group - Renewal		Current Subscribers Only	
WCN2085	Medium Mix Library Group - Renewal		Current Subscribers Only	
WCN2128	Large Mix Library Group - Renewal		Current Subscribers Only	

VDX®

Resource sharing solution for groups

Billing Code	Description	Requirements	FY20 Price	Rate Description
VDX4172	VDX Maintenance		Request Quote	
VDX4173	VDX License-Discount		Request Quote	
VDX4174	VDX Union Catalog and Data Load Services		Request Quote	
VDX4175	VDX Facilities Management (Annual Billing)		Request Quote	
VDX4176	VDX Technical Services		Request Quote	
VDX4177	VDX Host Subscription		Request Quote	
VDX4178	VDX Host Subscription--Discount		Request Quote	
VDX4179	VDX Facilities Management-Monthly Billing		Request Quote	
ORC4181	Oracle Runtime License		Request Quote	
ORC4182	Oracle Runtime Maintenance		Request Quote	
RMA4183	Remote Authentication		Request Quote	
RMA4184	Remote Authentication Maintenance		Request Quote	

DELIVERY/Resource Sharing - Continued

Relais

Relais D2D integrates the end-user discovery experience with request management. D2D optimizes the user's ability to discover items of interest and get immediate access to or request delivery of the material with no staff intervention. Based on a modular open approach, a library can further optimize its options by combining the functionality in D2D with other systems and software making D2D the future for resource sharing

Billing Code	Description	Requirements	FY20 Price Request Quote	Rate Description
REL9439	Relais D2D			annual subscription

ILL Fee Management (IFM)

Eliminate individual ILL processing and payments

Billing Code	Description	Requirements	FY20 Price	Rate Description
	ILL Fee Management:			
IFM4549	ILL Fee Management (IFM): IFM Transactions	WorldShare ILL Subscription	\$0.25	per ILL Request filled through IFM
IFM4573	Check Payment Option	WorldShare ILL Subscription	\$781.88	per year

ILLiad⁶

The OCLC ILLiad Resource Sharing Management software (ILLiad) automates routine interlibrary loan functions

Billing Code	Description	Requirements	FY20 Price	Rate Description
	ILLiad:			
SOF4750	Annual License 1-1500 Requests	WorldShare ILL Subscription	\$3,264.30	annual license
SOF4751	Annual License 1501-5000 Requests	WorldShare ILL Subscription	\$4,899.53	annual license
SOF4766	Annual License 5001-10,000 Requests	WorldShare ILL Subscription	\$6,528.60	annual license
SOF4752	Annual License 10,001+ Requests	WorldShare ILL Subscription	\$8,163.83	annual license
SOF4762	Atlas Installation and Training	WorldShare ILL Subscription	\$2,500.00	one-time fee
SOF4763	Annual Satellite Site License	WorldShare ILL Subscription	\$1,635.23	annual license
SOF9706	OCLC Hosted Server 1 (1-5,000 Requests/Loans)	WorldShare ILL Subscription	\$4,754.23	annual subscription
SOF9708	OCLC Hosted Server 2 (5,001-10,000 Requests/Loans)	WorldShare ILL Subscription	\$6,343.90	annual subscription
SOF9710	OCLC Hosted Server 3 (10,001-20,000 Requests/Loans)	WorldShare ILL Subscription	\$7,926.18	annual subscription

Tipasa™

Tipasa is a cloud based ILL management system that allows you to manage patron requests and streamlines ILL

Billing Code	Description	Requirements	FY20 Price	Rate Description
	Tipasa:			
PRI0006	Sub Monthly	WorldShare ILL Subscription	Request Quote	annual subscription
PRI0007	Sub Quarterly	WorldShare ILL Subscription	Request Quote	annual subscription
PRI0008	Sub Semi-Annual	WorldShare ILL Subscription	Request Quote	annual subscription
PRI0009	Sub Annual	WorldShare ILL Subscription	Request Quote	annual subscription
PRI0010	Custom	WorldShare ILL Subscription	Request Quote	annual subscription

Sustainable Collection Services (SCS)

SCS provides data preparation and decision-support services to libraries seeking to share, store or right-size their print book collections. SCS supports individual libraries and groups with consulting services and GreenGlass, a web-based tool that enables visualization of and interaction with use data, holdings in other libraries, and many other data points.

Billing Code	Description	Requirements	FY20 Price	Rate Description
SCS7030	SCS Project Set Up Fee		\$5,000.00	per data set
SCS7031	SCS Bib Record Fee		Request Quote	
SCS7032	SCS Project Consulting		Request Quote	
SCS7033	SCS Choice Data License Fee		\$550.00	one-time matching royalty
SCS7034	SCS Speaking/Presentation Fee		Request Quote	
SCS7035	SCS Travel Fee		Request Quote	
SCS7036	SCS Group Project Charge		Request Quote	

MANAGEMENT

OCLC WorldShare® Management Services

The first cooperative management service for libraries

Billing Code	Description	Requirements	FY20 Price	Rate Description
	OCLC WorldShare Management Services	OCLC Cataloging, WorldShare ILL, and WorldCat Discovery Services Suite		
WMS3835	Monthly	see above	Request Quote	
WMS3836	Quarterly	see above	Request Quote	
WMS3837	Semi-Annual	see above	Request Quote	
WMS3838	Annual	see above	Request Quote	
WMS3846	Monthly Renewal	see above	Request Quote	
WMS3847	Quarterly Renewal	see above	Request Quote	
WMS3848	Semi-Annual Renewal	see above	Request Quote	
WMS3849	Annual Renewal	see above	Request Quote	
WMS3834	Implementation		Request Quote	
WMS4706	Custom Development		Request Quote	

OCLC WorldShare License Manager

		OCLC Cataloging Subscription; WorldCat knowledge base (included with Cataloging Subscription)		
WMS3825	Monthly	see above	Request Quote	
WMS3826	Quarterly	see above	Request Quote	
WMS3827	Semi-Annual	see above	Request Quote	
WMS3828	Annual	see above	Request Quote	
WMS3829	Monthly Renewal	see above	Request Quote	
WMS3830	Quarterly Renewal	see above	Request Quote	
WMS3831	Semi-Annual Renewal	see above	Request Quote	
WMS3832	Annual Renewal	see above	Request Quote	
WMS4422	Implementation		Request Quote	

OCLC WorldShare Report Designer

		OCLC WorldShare Management Services		
WRD4825	Monthly	see above	Request Quote	
WRD4828	Annual	see above	Request Quote	

WorldShare Platform

EZproxy®

Authentication and Access Software

Non-Hosted Billing Code	Description	Requirements	FY20 Price	Rate Description
	EZproxy Proxy Standalone Software ⁷		Request Quote	one year subscription

EZproxy Hosting Service

Description
EZproxy Hosting ⁷

Requirements	FY20 Price	Rate Description
	Request Quote	annual fee

EZproxy SaaS

Description
EZproxy SaaS

Requirements	FY20 Price	Rate Description
	Request Quote	annual fee

MANAGEMENT - Continued

WorldShare® Collection Evaluation
Resource evaluation, comparison and planning

Billing Code	Description	Requirements	FY20 Price	Rate Description
	WorldShare Collection Evaluation:			
COL6363	Setup Fee	Holdings in WorldCat	\$680.93	per OCLC symbol
COL6364	Group	Holdings in WorldCat	Request Quote	
COL6366	< 100,000 WorldCat Holdings	Holdings in WorldCat	\$1,556.42	annual subscription
COL6391	100,000 - 250,000 WorldCat Holdings	Holdings in WorldCat	\$2,245.98	annual subscription
COL6436	250,001 - 500,000 WorldCat Holdings	Holdings in WorldCat	\$4,493.18	annual subscription
COL6368	500,001 - 1 million WorldCat Holdings	Holdings in WorldCat	\$9,312.67	annual subscription
COL6392	1 million-2 million WorldCat Holdings	Holdings in WorldCat	\$13,176.64	annual subscription
COL6437	2 million+ WorldCat Holdings	Holdings in WorldCat	\$19,255.80	annual subscription
	WorldShare Collection Evaluation Renewals:			
COL7234	Group	Holdings in WorldCat	Request Quote	
COL7236	< 100,000 WorldCat Holdings	Holdings in WorldCat	\$1,556.42	annual subscription
COL7237	100,000 - 250,000 WorldCat Holdings	Holdings in WorldCat	\$2,245.98	annual subscription
COL7248	250,001 - 500,000 WorldCat Holdings	Holdings in WorldCat	\$4,493.18	annual subscription
COL7238	500,001 - 1 million WorldCat Holdings	Holdings in WorldCat	\$9,312.67	annual subscription
COL7239	1 million-2 million WorldCat Holdings	Holdings in WorldCat	\$13,176.64	annual subscription
COL7249	2 million+ WorldCat Holdings	Holdings in WorldCat	\$19,255.80	annual subscription
	WorldShare Collection Evaluation - Monthly:			
COL7106	< 100,000 WorldCat Holdings	Holdings in WorldCat	\$1,133.00	annual subscription
COL7107	100,000 - 250,000 WorldCat Holdings	Holdings in WorldCat	\$1,416.25	annual subscription
COL7108	250,001 - 500,000 WorldCat Holdings	Holdings in WorldCat	\$1,699.49	annual subscription
COL7109	500,001 - 1 million WorldCat Holdings	Holdings in WorldCat	\$1,982.75	annual subscription
COL7110	1 million-2 million WorldCat Holdings	Holdings in WorldCat	\$2,265.99	annual subscription
COL7111	2 million+ WorldCat Holdings	Holdings in WorldCat	\$3,398.99	annual subscription
	WorldShare Collection Evaluation - Monthly Renewals:			
COL7113	< 100,000 WorldCat Holdings	Holdings in WorldCat	\$1,133.00	annual subscription
COL7114	100,000 - 250,000 WorldCat Holdings	Holdings in WorldCat	\$1,416.25	annual subscription
COL7115	250,001 - 500,000 WorldCat Holdings	Holdings in WorldCat	\$1,699.49	annual subscription
COL7116	500,001 - 1 million WorldCat Holdings	Holdings in WorldCat	\$1,982.75	annual subscription
COL7117	1 million-2 million WorldCat Holdings	Holdings in WorldCat	\$2,265.99	annual subscription
COL7118	2 million+ WorldCat Holdings	Holdings in WorldCat	\$3,398.99	annual subscription

OCLC Wise™

The first Customer Engagement System for public libraries

Billing Code	Description	Requirements	FY20 Price	Rate Description
	OCLC Wise			
WIS0629	Monthly		Request Quote	
WIS0630	Quarterly		Request Quote	
WIS0631	Semi-Annual		Request Quote	
WIS0632	Annual		Request Quote	
WIS0633	Monthly Renewal		Request Quote	
WIS0634	Quarterly Renewal		Request Quote	
WIS0635	Semi-Annual Renewal		Request Quote	
WIS0636	Annual Renewal		Request Quote	
WIS0622	Implementation		Request Quote	



CONSULTING & TRAINING

Billing Code	Description	Requirements	FY20 Price	Rate Description
TRN9980	Training & Education - End User		Request Quote	
TRN9981	Training & Education - Metadata		Request Quote	
TRN9982	Training & Education - Management Services		Request Quote	
TRN9983	Training & Education - Resource Sharing		Request Quote	
TRN9984	Training & Education - Other		Request Quote	

OCLC Research Library Partners

Billing Code	Description	Requirements	FY20 Price	Rate Description
ORL6984	OCLC RLP Annual Dues ORLP-1	Non-ARL/ All Other Library Types	\$4,600.00	Annual Subscription
ORL6985	OCLC RLP Annual Dues ORLP- 2	ARL, ARL Qualified and National Libraries with <\$35M Operating Expenses	\$6,900.00	Annual Subscription
ORL6986	OCLC RLP Annual Dues ORLP-3	ARL, ARL Qualified and National Libraries with \$35M or more Operating Expenses	\$10,200.00	Annual Subscription



OCLC FY20 United States Price List
Effective July 1, 2019 - June 30, 2020

Footnote Number	Footnote
1	OCLC makes substantial efforts to ensure the accuracy and completeness of this price list. However, changes or corrections may be necessary from time to time. Please email Profiling@OCLC.org to request the most current version of the price list.
2	CatExpress subscriptions are available for purchase by public libraries with 20,000 and fewer population served, and academic and community college libraries with FTE of 2,500 or fewer, and K-12 libraries, special libraries and federal libraries of any size.
3	Billed annually for excess usage at end of subscription period.
4	<p>WorldCat Discovery Services Options pricing determined by FTE/Population Served:</p> <p>Academics:</p> <p>Large FTE: > 18,000</p> <p>Medium FTE: 6,001 - 18,000</p> <p>Small FTE: 2,500 - 6,000</p> <p>Very Small FTE: < 2,500</p> <p>Community Colleges/Votech:</p> <p>Large FTE: > 25,200</p> <p>Medium FTE: 8,001 - 25,200</p> <p>Small FTE: 3,500 - 8,000</p> <p>Very Small FTE: < 3,500</p> <p>Publics:</p> <p>Large Population served: > 378,000</p> <p>Medium Population Served: 126,001 - 378,000</p> <p>Small Population Served: 25,000 - 126,000</p> <p>Very Small Pop Served: < 25,000</p> <p>Special Libraries/Federals:</p> <p>Large FTE: > 25,200</p> <p>Medium FTE: 8,001 - 25,200</p> <p>Small FTE: 3,500 - 8,000</p> <p>Very Small FTE: < 3,500</p>
5	All WorldCat Navigator groups require OCLC cataloging subscriptions, WorldShare ILL subscriptions and WorldCat Discovery subscriptions.
6	<p>ILLiad is a trademark/service mark of Atlas Systems, Inc.</p> <p>EZproxy Hosted and Standalone Tiers for new customers determined by FTE/Population Served</p> <p>Academics/ARL FTE:</p> <p>Tier 1: 1 - 2,500</p> <p>Tier 2: 2,501 < 6,000</p> <p>Tier 3: 6,001 - 18,000</p> <p>Tier 4: > 18,000</p> <p>Community Colleges/Specials/Federals FTE:</p> <p>Tier 1: 1 - 3,500</p> <p>Tier 2: 3,501 < 8,000</p> <p>Tier 3: 8,001 - 25,200</p> <p>Tier 4: > 25,200</p> <p>Publics Population Served:</p> <p>Tier 1: 1 - 25,000</p> <p>Tier 2: 25,001 < 126,000</p> <p>Tier 3: 126,001 - 378,000</p> <p>Tier 4: > 378,000</p>
8	Product covered by Group Services fee.
9	Purchased by the Illinois State Library for all ILLINET member libraries.

TRITON COLLEGE, District 504
Board of Trustees

Meeting of July 16, 2019

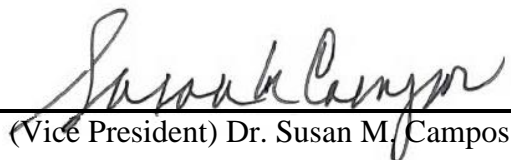
ACTION EXHIBIT NO. 16327

SUBJECT: **INTERGOVERNMENTAL AGREEMENT WITH OAK PARK AND RIVER FOREST HIGH SCHOOL**

RECOMMENDATION: That the Board of Trustees approve the Intergovernmental Agreement between Triton College and Oak Park and River Forest High School (OPRF). This Agreement will be effective August 1, 2019 through June 30, 2021. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party. Classes in session at the time of termination will be allowed to complete their current term. Unchanged from the previous agreement, the costs associated with course offerings at this extension site are expected to be less than \$10,000 per year.

RATIONALE: This Partnership Agreement will allow Triton the use of the high school's facilities for off campus programming and enhance the institution's relationship with OPRF. This is Triton's Agreement and the high school has exchanged edits with the college's attorneys.

Submitted to Board by: _____


(Vice President) Dr. Susan M. Campos

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes X No ____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COMMUNITY COLLEGE DISTRICT 504
AND
SCHOOL COLLEGE PARTNERSHIP MEMBERS**

Pursuant to the Illinois Intergovernmental Cooperation Act as outlined in 5 ILCS 220/3, this **AGREEMENT** (hereinafter "Agreement") is made and entered into this 27th day of June, 2019, by and between **COMMUNITY COLLEGE DISTRICT 504**, commonly known as Triton College (hereinafter "COLLEGE"), **COUNTY OF COOK AND STATE OF ILLINOIS** and **SCHOOL COLLEGE PARTNERSHIP MEMBER** Board of Education of Oak Park River Forest School District (hereinafter "DISTRICT"), Oak Park, ILLINOIS.

WITNESSETH:

WHEREAS, the DISTRICT operates a High School (the "School") located at 201 N. Scoville Ave., Oak Park, IL 60302 and desires to host COLLEGE classes in said premises; and,

WHEREAS, the COLLEGE desires to use rooms in said premises for classes;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed by and between the COLLEGE and the DISTRICT as follows:

1. **TERM OF AGREEMENT** - The term of this Agreement will be from August 1, 2019 through and including June 30, 2021, unless sooner terminated as herein set forth. The premises, including the School, shall be made available to the COLLEGE for use on three evenings per week as agreed by the parties from 6:00 p.m. to 10:00 p.m. for the term of this Agreement. The parties may agree, on a case by case basis, to make the premises available prior to 6:00 p.m. Athletic facilities may not be available until 8:00 PM unless prior approval is obtained from the Superintendent of the DISTRICT or designee.

2. **DESIGNATION OF ROOMS & RENT** – The COLLEGE and the DISTRICT shall mutually agree which rooms will be available to the COLLEGE pursuant to this Agreement.

The COLLEGE may request specific rooms and the DISTRICT will use reasonable efforts to accommodate such request. The District may, in its sole discretion, refuse a specific request for space. The DISTRICT agrees that it shall charge \$1,600.00 per year to the COLLEGE for use of the rooms provided for classes.

3. **UTILITIES AND OTHER SERVICES** - The DISTRICT agrees to provide heat, light, water and electricity for the premises.

The DISTRICT agrees to pay for all heat, light, water, electric and power bills which are charged, levied or taxed with respect to utilities furnished for the COLLEGE'S use and occupancy of the premises for no additional cost or charge to the COLLEGE.

The DISTRICT agrees to provide janitorial service for maintenance of the areas provided for no additional cost or charge to the COLLEGE.

The DISTRICT agrees to provide assignments to rooms with audiovisual equipment if requested by COLLEGE for no additional cost or charge. In the event COLLEGE requests an audiovisual equipped room and one is not available, COLLEGE will provide, maintain and support its own audiovisual equipment, which will be stored in a locked and secure location at DISTRICT.

4. **ACCESS TO ROOMS** - The COLLEGE shall have exclusive use of all rooms provided for COLLEGE classes on the days and times once they are agreed upon by both parties as stated herein. The COLLEGE shall not have early access to rooms **for instruction** unless prior written approval from the Superintendent of the DISTRICT or designee is obtained. The DISTRICT shall grant the COLLEGE reasonable access prior to 6:00 p.m. for any necessary set up or

preparation. Except in cases of an emergency, no one affiliated with the DISTRICT shall interrupt any of the classes or interfere with any student, teacher or administrator attending said classes for any reason, without advance written notice to an authorized representative of the COLLEGE.

5. **DIRECTORS** – An Extension Center Director shall be hired by the COLLEGE, following consultation and reasonable approval of the DISTRICT. The Extension Center Director shall be an independent contractor of both the COLLEGE and the DISTRICT and shall not be entitled to any of the benefits of employment provided to employees, agents or faculty of the COLLEGE or the DISTRICT, including worker's compensation or accrual of tenure. The COLLEGE shall pay the Extension Center Director \$7,312.00 annually. This payment shall be payment for acting as Extension Center Director for twelve (12) hours per week and eighteen (18) weeks per semester. The Extension Center Director shall have the following responsibilities:

- a. Supervise COLLEGE students, staff, and faculty when classes are in session at the DISTRICT;
- b. Be present and available at the office of the COLLEGE extension center, located at the DISTRICT, from 6:00 p.m. until 10:00 p.m. or until all students have left the premises. If courses are scheduled for earlier than 6:00 p.m., the Director shall provide office coverage no less than thirty (30) minutes prior to the beginning of classes.
- c. Schedule courses and program offerings for all classes held at the DISTRICT. The course and program offerings shall be determined by the COLLEGE's Assistant Dean of Continuing Education based upon the needs of the community and input from the

Extension Center Director. The schedule should include a listing of days the DISTRICT is closed and courses shall not be scheduled on such days. The Director may add new courses as necessary and write course outlines and provide other curricular work upon request from, or following the written approval of, the Assistant Dean of Continuing Education.

- d. Schedule meetings with the COLLEGE's Assistant Dean of Continuing Education upon receiving the schedule for the upcoming semester.
- e. Examine and assign new and existing courses to ensure that dates, times, and room locations are correct.
- f. Welcome students, faculty, and staff in the office located at the DISTRICT each night that courses are offered.
- g. Visit DISTRICT classrooms upon the request of the Assistant Dean of Continuing Education to monitor any potential issues that may arise.
- h. Pick up mail for the Extension Center at the COLLEGE each week. Mail will be located in the A Building (A-201).
- i. Deliver any completed midterms and finals to the Assistant Dean of Continuing Education's mailbox in the Learning Resource Center located at the COLLEGE.
- j. In ample time, notify the COLLEGE's Assistant Dean of Continuing Education of all anticipated needs, special requests, and potential problems.
- k. Communicate to the DISTRICT all upcoming audiovisual needs for COLLEGE classes for rooms assigned without audiovisual capabilities.

- l. Confirm course assignments prior to the beginning of each class to determine that each class will be offered by notifying the School of Continuing Education office at the COLLEGE (708-456-0300, ext. 3500).
- m. Operate the Extension Center in a monetarily efficient manner with the goals of reducing costs and maximizing revenue for the year.
- n. Serve as a liaison between the COLLEGE and the staff at the DISTRICT, particularly regarding effective use of rooms and facilities.
- o. Monitor parking in and around the site to ensure safety for COLLEGE instructors and students.
- p. Monitor all instructors' assignments and verify completion and submission of student evaluation and survey forms for each class, to be submitted to the Assistant Dean of Continuing Education.
- q. Provide instructor handouts, including completing necessary copying if needed, as appropriate and maintain instructor mailboxes regularly.
- r. Be familiar with and complete all forms required by COLLEGE.
- s. Expedite the completion of required forms including, but not limited to, drafts of upcoming semester offerings, midterm verifications, final grade sheets, and attendance forms to comply with all deadlines.
- t. Immediately alert the School of Continuing Education at the COLLEGE in the event an instructor is not present.
- u. Assist in the marketing effort of the COLLEGE and its programs at functions such as parent nights and open houses, which shall be pre-approved by the DISTRICT, and promote COLLEGE programs by providing brochures, flyers, and speaking with

parents and community groups about services and courses available as such opportunities become available.

- v. No secretarial support services shall be provided by the COLLEGE, thereby requiring that some ministerial tasks are completed by the Extension Site Director.

6. **SUPPLIES** - The COLLEGE will purchase necessary course supplies for the operation of classes offered at the DISTRICT.

7. **COURSE WAIVERS** – One course waiver will be issued up to a maximum of two (2) for DISTRICT employees during the term of this Agreement. The Director will forward any course waiver requests to the Assistant Dean of Continuing Education for final approval.

8. **DAMAGES AND INSURANCE** – In the event the COLLEGE damages the DISTRICT'S property, reasonable wear and tear excepted, the COLLEGE shall, at the COLLEGE's sole cost, repair any such damage. The repair shall be to a condition at least equivalent to the condition of the affected area immediately before the damage. If the COLLEGE does not repair the damage within 14 business days after receiving written notice from the DISTRICT, or a lesser time if the DISTRICT reasonably determines the damage creates an emergency situation, the DISTRICT may repair the damage and the COLLEGE shall reimburse the DISTRICT for the costs the DISTRICT incurs within 30 business days after the DISTRICT provides a written invoice to the COLLEGE.

The COLLEGE shall provide the DISTRICT with a certificate of insurance as detailed below for the period covered by this Agreement.

- Commercial General Liability Coverage
 - \$1,000,000 Per Occurrence
 - \$50,000 Damage to Rented Premises (Each Occurrence)

- \$1,000,000 Personal & Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- Workers Compensation Coverage
 - Statutory limits
 - Employers Liability Limits of \$500,000/\$500,000/\$500,000

The COLLEGE will provide the DISTRICT with a certificate of insurance naming the DISTRICT additional insured on a primary and non-contributory basis.

The DISTRICT shall provide the COLLEGE with a certificate of insurance as detailed below for the period covered by this Agreement.

- Commercial General Liability Coverage
 - \$1,000,000 Per Occurrence
 - \$50,000 Damage to Rented Premises (Each Occurrence)
 - \$1,000,000 Personal & Advertising Injury
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
- Workers Compensation Coverage
 - Statutory limits
 - Employers Liability Limits of \$500,000/\$500,000/\$500,000

The DISTRICT will provide the COLLEGE with a certificate of insurance naming the COLLEGE additional insured on a primary and non-contributory basis.

9. **INDEMNIFICATION** - The DISTRICT agrees, to the extent permitted by Illinois law, to indemnify, hold harmless and defend the COLLEGE, each of its Trustees in their official capacity or individually, its agents, its employees and its students against all damages, loss,

costs, expenses and attorney's fees for injuries suffered by DISTRICT faculty, staff, students, visitors, invitees, and guests in any way caused by or arising from, incident to, connected with or growing out of the use or occupation of the DISTRICT's facilities by the DISTRICT, or in any other manner caused by, arising from, incident to, connected with or growing out of the condition or state of repair of the DISTRICT's facilities occupied or used by the COLLEGE, occasioned by or in connection with the use or occupation of the DISTRICT's facilities or the performance of any activities taking place on the DISTRICT'S facilities permitted by the Intergovernmental Agreement during the term of said Intergovernmental Agreement, regardless of whether the DISTRICT's insurance carriers deny coverage of any such damages, losses, costs, expenses and attorney fees.

The COLLEGE agrees, to the extent permitted by Illinois law, to indemnify, hold harmless and defend the DISTRICT, each of its School Board Members in their official capacity or individually, its agents and its employees against all damages, loss, costs, expenses and attorney's fees for injuries suffered by COLLEGE faculty, staff, students, visitors, invitees and guests in any way caused by or arising from, incident to, connected with or growing out of the use or occupation of the DISTRICT's facilities by COLLEGE, or in any other manner caused by, arising from, incident to, connected with or growing out of the condition or state of repair of the DISTRICT's facilities occupied or used by COLLEGE, occasioned by or in connection with the use or occupation of the DISTRICT's facilities in the performance of any activities taking place on the DISTRICT's facilities permitted by the Intergovernmental Agreement during the term of said Intergovernmental Agreement, regardless of whether the COLLEGE's insurance carriers deny coverage of any such damages, losses, costs, expenses and attorney fees.

10. FINGER-PRINT BASED CRIMINAL HISTORY RECORDS CHECK – The DISTRICT shall perform finger-print based criminal history records checks on all COLLEGE employees providing services at the DISTRICT's facilities. The finger-print based criminal history records shall be sufficient to satisfy the DISTRICT'S obligations under Section 10-21.9 and 34-18.5 of the Illinois School Code (105 ILCS 5/10-21.9 and 105 ILCS 5/34-18.5). The DISTRICT shall furnish the COLLEGE with copies of such records checks if so requested by the COLLEGE. The College shall reimburse the District for the cost of such records checks.

11. TERMINATION OF AGREEMENT - Upon thirty (30) days written notice, the COLLEGE or the DISTRICT may terminate this Agreement or any renewal thereof. Classes in session at the time of termination shall be permitted to complete the then current term under the terms and conditions stated herein.

12. RENEWAL OF AGREEMENT- This Agreement may be renewed by mutual agreement of the parties.

13. NOTICE - Any notice required or permitted under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, or certified mail, postage prepaid addressed:

If to the COLLEGE:

Susan M. Campos
Vice President, Academic Affairs
Triton College
2000 Fifth Avenue
River Grove, Illinois 60171

cc: Sarie E. Winner
Kusper & Raucci Chartered
30 North LaSalle Street
Suite 3400
Chicago, Illinois 60602

If to the DISTRICT:

Greg Johnson
Assistant Superintendent
Oak Park River Forest High School
201 North Scoville Avenue
Oak Park, Illinois 60302

14. **NON-DISCRIMINATION** – Neither party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer.

15. **COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT** – 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, each party certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.

16. **GOVERNING LAW** – This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the Circuit Court of Cook County or the federal district court for the Northern District of Illinois, located in Chicago.

17. **FORCE MAJEURE** - Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of

such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

IN WITNESS THEREOF, a duly authorized representative of Triton College and a duly authorized representative of DISTRICT executes this Agreement in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

FOR THE COLLEGE:

**Triton College
River Grove, Illinois**

SIGNATURE ATTESTING

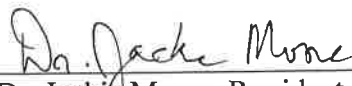
Mark R. Stephens, Chairman
Board of Trustees of Triton College

Diane Viverito, Secretary
Board of Trustees of Triton College


FOR THE DISTRICT:

**Oak Park and River Forest High School
Oak Park, Illinois**

SIGNATURE ATTESTING



Dr. Jackie Moore, President
Board of Education of Oak Park and River
Forest High School



Craig Iseli, Secretary
Board of Education of Oak Park and River
Forest High School

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

Meeting of July 16, 2019

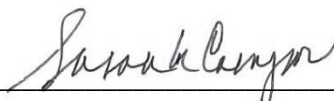
ACTION EXHIBIT NO. 16328

SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH ADVOCATE CHRIST MEDICAL CENTER

RECOMMENDATION: That the Board of Trustees approve the Affiliation Agreement between Triton College and Advocate Christ Medical Center. This Agreement will become effective when signed by both parties for a period of 3 years and will expire on July 31, 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. Students currently enrolled at that point will be allowed to complete their clinical assignments. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Nuclear Medicine and Diagnostic Medical Sonography/Vascular Technology programs to participate in clinical education experiences at Advocate Christ Medical Center. This is the Advocate Health and Hospitals Corporation Agreement and no changes will be accepted.

Submitted to Board by: _____


(Vice President) Susan Campos

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes X No _____

**AFFILIATION AGREEMENT
BETWEEN
AND
COMMUNITY COLLEGE DISTRICT 504, TRITON COLLEGE
ADVOCATE HEALTH AND HOSPITALS CORPORATION,
d/b/a ADVOCATE CHRIST MEDICAL CENTER
an Illinois not-for-profit corporation**

THIS AFFILIATION AGREEMENT (the “**Agreement**”) is entered into this first day of August, 2019 by and between ADVOCATE HEALTH AND HOSPITALS CORPORATION d/b/a **ADVOCATE CHRIST MEDICAL CENTER** , an Illinois not-for-profit corporation (“**Advocate**” or “**Facility**”) and Community College District 504, commonly known as Triton College, an Illinois Community College (“**the School**”).

WHEREAS, the School desires to utilize various Advocate sites, set forth in Exhibit A, that may be available for the purpose of providing practical learning and clinical experiences for programs set forth in Exhibit B in connection with students of the School.

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

This Agreement is entered into to enable School to apply for clinical placements for School’s students at Advocate sites. This Agreement does not guaranty that any specific Advocate site will accept School’s students for requested placement(s) or that experiences for all programs will be available at all sites.

A. SCHOOL RESPONSIBILITIES:

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

2. **Insurance.**

A. **Student professional and general liability insurance.**

(i) Other Colleges and Universities

School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practicum to maintain a personal student professional liability insurance policy. Such policy shall have limits for professional liability insurance of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or

claim and Two Million Dollars (\$2,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

(ii) State Colleges and Universities located in Illinois

If the School is a state college or university located within Illinois, the School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practical learning and clinical educational experience to maintain a personal student professional liability insurance policy. Such professional liability insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience.

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

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

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

C. Facility Insurance. Facility shall maintain during this Agreement professional liability insurance in amounts not less than 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 insurance in amounts not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate. Further, Facility shall maintain workers compensation insurance in amounts not less than that required by statute. Facility may be self-insured.

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

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

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

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

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

- (a) Follow the administrative policies, standards, and practices of the Facility.
- (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
- (c) Provide his/her own transportation and living arrangements.
- (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
- (e) Conform to the standards and practices established by the School while functioning at the Facility.
- (f) Obtain prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience.
- (g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.

7. Accreditation. As required by Facility, School represents that it is and, for the term of this Agreement, will be (a) approved by the Illinois Board of Higher Education, or similar body for the state in which the School is located, and (b) accredited by an accrediting body that is recognized by Council for Higher Education Accreditation or the

U.S. Department of Education. School will provide Facility with copies of all accreditations upon request. In the event accreditation is lost, suspended, or otherwise restricted, School shall notify Facility, in writing, within three (3) business days. Facility may, at its sole discretion, suspend or terminate this Agreement if School fails to maintain its accreditation.

B. FACILITY RESPONSIBILITIES:

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

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

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

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

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

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

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

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

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

C. OTHER RESPONSIBILITIES:

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

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

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

accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.

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

5. Removal of students.

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

(b) The Facility may immediately remove any student participating in a practical learning and clinical educational experience from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School 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 three (3) years, to commence on August 1, 2019 and terminate on July 31, 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 not renewed for a subsequent term, students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

E. ADDITIONAL TERMS:

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

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

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

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

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

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

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

8. **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:

Advocate Christ Medical Center
4440 West 95th Street
Oak Lawn, Illinois 60453

Attention: President Matthew Primack

With a Copy to:

Advocate Health Care
3075 Highland Parkway
Downers Grove, Illinois 60515
Attention: Senior Vice President and General Counsel

If to the School:

Triton College
2000 North Fifth Avenue, RM H-120
River Grove, Illinois 60171
Attn: Pamela Harmon
Interim Dean of Health Careers and Public Service Programs
Facsimile: (708) 779-4902

With a Copy to:

The School Legal Counsel at:
Sarie Winner
Kusper & Raucci Chartered
30 North LaSalle Street
Suite 3400
Chicago, Illinois 60602

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

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

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:

**ADVOCATE HEALTH AND HOSPITALS
CORPORATION d/b/a
Advocate Christ Medical Center**

**COMMUNITY COLLEGE
DISTRICT 504, Triton College:**

By (signature):_____

By (signature):_____

Name: Matthew Primack

Name: Mark R. Stephens

Title: President Advocate Christ Medical Center

Title: Chairman

Date:_____

Date:_____

EXHIBIT A

**ADVOCATE CHRIST MEDICAL CENTER
ADVOCATE CHILDREN'S HOSPITAL**

**4440 West 95th Street
Oak Lawn, IL 60453**

EXHIBIT B

NAMES OF PROGRAMS

Nuclear Medicine

Diagnostic Medical Sonography/ Vascular Technology

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

Meeting of July 16, 2019

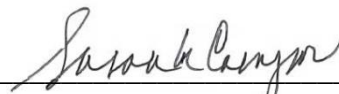
ACTION EXHIBIT NO. 16329

SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH ADVOCATE MEDICAL GROUP

RECOMMENDATION: That the Board of Trustees approve the Affiliation Agreement between Advocate Medical Group and Triton College. This Agreement will become effective once both parties have signed and shall have a three (3) term that will terminate on July 17, 2022. Either party may terminate the Agreement upon written notice of ninety (90) days and students currently enrolled at that point will be permitted to complete the current clinical rotation under the terms and conditions stated herein. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Certified Medical Assistant, Diagnostic Medical Sonography/Vascular Technology, Radiologic Technology and Associate Degree Nursing programs to participate in clinical education experiences at Advocate Medical Group sites. This is an Advocate Healthcare Agreement and no changes will be accepted.

Submitted to Board by: _____


(Vice President) Susan Campos

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes X

No _____

**AFFILIATION AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES, COMMUNITY COLLEGE DISTRICT 504
AND
ADVOCATE HEALTH AND HOSPITALS CORPORATION,
d/b/a ADVOCATE MEDICAL GROUP
an Illinois not-for-profit corporation**

This Affiliation Agreement (the “**Agreement**”) is entered into this 18th day of July, 2019 by and between **ADVOCATE HEALTH AND HOSPITALS CORPORATION d/b/a ADVOCATE MEDICAL GROUP**, an Illinois not-for-profit corporation (“**Advocate**” or “**Facility**”) and **THE BOARD OF TRUSTEES, COMMUNITY COLLEGE DISTRICT 504** commonly known as **TRITON COLLEGE** (the “**School**”).

WHEREAS, the School desires to utilize various Dreyer sites, set forth in Exhibit A that may be available for the purpose of providing practical learning and clinical experiences for programs set forth in Exhibit B in connection with students of the School.

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

This Agreement is entered into to enable School to apply for clinical placements for School’s students at Dreyer sites. This Agreement does not guaranty that any specific Dreyer site will accept School’s students for requested placement(s) or that experiences for all programs will be available at all sites.

I. SCHOOL RESPONSIBILITIES

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

B. Insurance.

1. Student professional and general liability insurance.

(a) Other Colleges and Universities

School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practicum to maintain a personal student professional liability insurance policy. Such policy shall have limits for professional liability insurance of not less than 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 (\$1,000,000.00) per occurrence or claim and Two Million Dollars (\$2,000,000.00) in the aggregate covering the acts of such student while participating in the

program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

(b) State Colleges and Universities located in Illinois

If the School is a state college or university located within Illinois, the School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practical learning and clinical educational experience to maintain a personal student professional liability insurance policy. Such professional liability insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience.

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

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

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

3. Facility Insurance. Facility shall maintain during this Agreement professional liability insurance in amounts not less than 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 insurance in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Two Million Dollars (\$2,000,000.00) in the aggregate. Further, Facility shall maintain workers compensation insurance in amounts not less than that required by statute. Facility may be self-insured.

C. Designation of liaison to Facility; communications relating to clinical placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the practical learning and clinical experience will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances. The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

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

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

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

1. Follow the administrative policies, standards, and practices of the Facility.
2. 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.
3. Provide his/her own transportation and living arrangements.
4. Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
5. Conform to the standards and practices established by the School while functioning at the Facility.
6. Obtain prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience.
7. Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.

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

II. FACILITY RESPONSIBILITIES

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

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

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

D. Emergency treatment of students. Emergency outpatient treatment will be available to students while in the hospital for practical learning and clinical educational experience in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.

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

F. 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.

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

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

I. 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.

III. OTHER RESPONSIBILITIES

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

B. Determination of instructional period. The course of the practical learning and clinical educational experience will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

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

D. Evaluation of students' clinical experiences. Evaluation of the practical learning and clinical educational experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular

basis for the purpose of reviewing and evaluating current practical learning and clinical educational experiences offered to students.

E. Removal of students.

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

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

IV. TERM OF AGREEMENT

The term of this Agreement shall be for three (3) years, to commence on **July 18, 2019** and terminate on **July 17, 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 not renewed for a subsequent term, students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

V. ADDITIONAL TERMS

A. 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.

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

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

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

E. Severability. If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this

Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.

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

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

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

With a Copy to: Advocate Health Care
3075 Highland Parkway
Downers Grove, IL 60515
Attn: Chief Legal Officer
Facsimile: (630) 929-9920

If to the School: Triton College
2000 Fifth Avenue
River Grove, Illinois, 60171
Attn: Dr. Susan Campos

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

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

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

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:

**ADVOCATE HEALTH AND HOSPITAL
CORPORATION d/b/a ADVOCATE
MEDICAL GROUP**

**THE BOARD OF TRUSTEES,
COMMUNITY COLLEGE DISTRICT
504, TRITON COLLEGE**

By: _____
Vincent Bufalino, M.D.
President
Date: _____

By: _____
Name: Mark R. Stephens
Title: Chairman
Date: _____

EXHIBIT A

NAME/LOCATION OF FACILITY SITES

Advocate Medical Group Sites

EXHIBIT B

NAME(S) OF PROGRAM(S)

**Certified Medical Assistant Program
Diagnostic Medical Sonography/ Vascular Technology Program
Radiologic Technology Program
Associate Degree Nursing Program**

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

Meeting of July 16, 2019

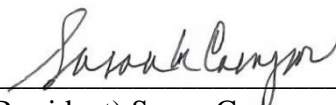
ACTION EXHIBIT NO. 16330

**SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH
ADVOCATE OCCUPATIONAL HEALTH**

RECOMMENDATION: That the Board of Trustees approve the Affiliation Agreement between Advocate Occupational Health and Triton College. This Agreement will become effective once both parties have signed and shall have a three (3) term that will terminate on July 17, 2022. Either party may terminate the Agreement upon written notice of ninety (90) days and students currently enrolled at that point will be permitted to complete the current clinical rotation under the terms and conditions stated herein. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Certified Medical Assistant, Diagnostic Medical Sonography/Vascular Technology, Radiologic Technology and Associate Degree Nursing programs to participate in clinical education experiences at Advocate Occupational Health sites. This is an Advocate Healthcare Agreement and no changes will be accepted.

Submitted to Board by: _____


(Vice President) Susan Campos

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes X

No

**AFFILIATION AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES, COMMUNITY COLLEGE DISTRICT 504
AND
ADVOCATE HEALTH AND HOSPITALS CORPORATION,
d/b/a ADVOCATE OCCUPATIONAL HEALTH
an Illinois not-for-profit corporation**

This Affiliation Agreement (the “**Agreement**”) is entered into this 18th day of July, 2019 by and between **ADVOCATE HEALTH AND HOSPITALS CORPORATION d/b/a ADVOCATE OCCUPATIONAL HEALTH**, an Illinois not-for-profit corporation (“**Advocate**” or “**Facility**”) and **THE BOARD OF TRUSTEES, COMMUNITY COLLEGE DISTRICT 504**, commonly known as **TRITON COLLEGE** (the “**School**”).

WHEREAS, the School desires to utilize various Advocate sites, set forth in Exhibit A that may be available for the purpose of providing practical learning and clinical experiences for programs set forth in Exhibit B in connection with students of the School.

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

This Agreement is entered into to enable School to apply for clinical placements for School’s students at Advocate sites. This Agreement does not guaranty that any specific Advocate site will accept School’s students for requested placement(s) or that experiences for all programs will be available at all sites.

I. SCHOOL RESPONSIBILITIES

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

B. Insurance.

1. Student professional and general liability insurance.

(a) Other Colleges and Universities

School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practicum to maintain a personal student professional liability insurance policy. Such policy shall have limits for professional liability insurance of not less than 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 (\$1,000,000.00) per occurrence or claim and Two Million Dollars (\$2,000,000.00) in the aggregate covering the acts of such student while participating in the

program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

(b) State Colleges and Universities located in Illinois

If the School is a state college or university located within Illinois, the School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practical learning and clinical educational experience to maintain a personal student professional liability insurance policy. Such professional liability insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience.

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

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

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

3. Facility Insurance. Facility shall maintain during this Agreement professional liability insurance in amounts not less than 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 insurance in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Two Million Dollars (\$2,000,000.00) in the aggregate. Further, Facility shall maintain workers compensation insurance in amounts not less than that required by statute. Facility may be self-insured.

C. Designation of liaison to Facility; communications relating to clinical placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the practical learning and clinical experience will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances. The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

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

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

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

1. Follow the administrative policies, standards, and practices of the Facility.
2. 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.
3. Provide his/her own transportation and living arrangements.
4. Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
5. Conform to the standards and practices established by the School while functioning at the Facility.
6. Obtain prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience.
7. Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.

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

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

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

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G. School tour of Facility. The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to practical learning and clinical educational

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

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

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A. 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.

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

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

With a Copy to: Advocate Health Care
3075 Highland Parkway
Downers Grove, IL 60515
Attn: Senior Vice President, General Counsel
Facsimile: (630) 929-9920

If to the School: Triton College
2000 Fifth Avenue
River Grove, Illinois 60171
Attn: Dr. Susan Campos

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

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

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

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:

**ADVOCATE HEALTH AND HOSPITALS
CORPORATION d/b/a ADVOCATE
OCCUPATIONAL HEALTH**

**THE BOARD OF TRUSTEES,
COMMUNITY COLLEGE
DISTRICT 504, TRITON COLLEGE**

By: _____
Vincent Bufalino, M.D.
President

By: _____
Name: Mark R. Stephens
Title: Chairman

Date: _____

Date: _____

EXHIBIT A

NAME/LOCATION OF FACILITY SITES

Advocate Occupational Health Sites

EXHIBIT B

NAME(S) OF PROGRAM(S)

**Certified Medical Assistant Program
Diagnostic Medical Sonography/ Vascular Technology Program
Radiologic Technology Program
Associate Degree Nursing Program**

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

Meeting of July 16, 2019

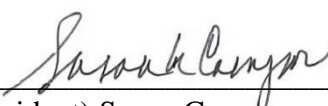
ACTION EXHIBIT NO. 16331

SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH DREYER CLINIC INC.

RECOMMENDATION: That the Board of Trustees approve the Affiliation Agreement between Dreyer Clinic, Inc. and Triton College. This Agreement will become effective once both parties have signed and shall have a three (3) term that will terminate on July 17, 2022. Either party may terminate the Agreement upon written notice of ninety (90) days or students currently enrolled at that point will be permitted to complete the current clinical rotation under the terms and conditions stated herein. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Certified Medical Assistant, Diagnostic Medical Sonography/Vascular Technology, Radiologic Technology and Associate Degree Nursing programs to participate in clinical education experiences at Dreyer Clinic, Inc. This is an Advocate Healthcare Agreement and no changes will be accepted.

Submitted to Board by: _____


(Vice President) Susan Campos

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes X No

**AFFILIATION AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES, COMMUNITY COLLEGE DISTRICT 504
AND
DREYER CLINIC, INC.
an Illinois business corporation**

This Affiliation Agreement (the “**Agreement**”) is entered into this 18th day of July 2019 by and between **DREYER CLINIC, INC.**, an Illinois business corporation (“**Dreyer**” or “**Facility**”) and **THE BOARD OF TRUSTEES, COMMUNITY COLLEGE DISTRICT 504**, commonly known as **TRITON COLLEGE** (the “**School**”).

WHEREAS, the School desires to utilize various Dreyer sites, set forth in Exhibit A that may be available for the purpose of providing practical learning and clinical experiences for programs set forth in Exhibit B in connection with students of the School.

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

This Agreement is entered into to enable School to apply for clinical placements for School’s students at Dreyer sites. This Agreement does not guaranty that any specific Dreyer site will accept School’s students for requested placement(s) or that experiences for all programs will be available at all sites.

I. SCHOOL RESPONSIBILITIES

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

B. Insurance.

1. Student professional and general liability insurance.

(a) Other Colleges and Universities

School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practicum to maintain a personal student professional liability insurance policy. Such policy shall have limits for professional liability insurance of not less than 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 (\$1,000,000.00) per occurrence or claim and Two Million Dollars (\$2,000,000.00) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. School shall provide proof of coverage to the Facility by providing certificates of

insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

(b) State Colleges and Universities located in Illinois

If the School is a state college or university located within Illinois, the School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practical learning and clinical educational experience to maintain a personal student professional liability insurance policy. Such professional liability insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience.

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

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

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

3. Facility Insurance. Facility shall maintain during this Agreement professional liability insurance in amounts not less than 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 insurance in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Two Million Dollars (\$2,000,000.00) in the aggregate. Further, Facility shall maintain workers compensation insurance in amounts not less than that required by statute. Facility may be self-insured.

C. Designation of liaison to Facility; communications relating to clinical placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the practical learning and clinical experience will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances. The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

D. Evidence of student certifications, vaccinations, etc. As required by the facility, the School shall provide evidence that each student has met all requirements, which may

include, but are not limited to, CPR certification, proof of absence of TB, hepatitis B vaccination, Tdap vaccination, annual flu vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB and general HIPAA training. Facility may update these requirements upon written notice to School. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.

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

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

1. Follow the administrative policies, standards, and practices of the Facility.
2. 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.
3. Provide his/her own transportation and living arrangements.
4. Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
5. Conform to the standards and practices established by the School while functioning at the Facility.
6. Obtain prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience.
7. Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.

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

II. FACILITY RESPONSIBILITIES

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

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

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

D. Emergency treatment of students. Emergency outpatient treatment will be available to students while in the hospital for practical learning and clinical educational experience in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.

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

F. 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.

G. School tour of Facility. The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to practical learning and clinical educational

experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

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

I. 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.

III. OTHER RESPONSIBILITIES

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

B. Determination of instructional period. The course of the practical learning and clinical educational experience will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

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

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

E. Removal of students.

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

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

IV. TERM OF AGREEMENT

The term of this Agreement shall be for three (3) years, to commence on **July 18, 2019** and terminate on **July 17, 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 not renewed for a subsequent term, students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

V. ADDITIONAL TERMS

A. 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.

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

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

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

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

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

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

H. 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: Dreyer Clinic, Inc.
 3075 Highland Parkway
 Downers Grove, IL 60515
 Attn: President
 Facsimile: (630) 929-9920

With a Copy to: Advocate Health Care
 3075 Highland Parkway
 Downers Grove, IL 60515
 Attn: Chief Legal Officer
 Facsimile: (630) 929-9920

If to the School: Triton College
 2000 Fifth Avenue
 River Grove, Illinois, 60171
 Attn: Dr. Susan Campos

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

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

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

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:

DREYER CLINIC, INC.

**THE BOARD OF TRUSTEES,
COMMUNITY COLLEGE DISTRICT
504, TRITON COLLEGE**

By: _____
Vincent Bufalino, M.D.
President

Date: _____

By: _____
Name: Mark R. Stephens
Title: Chairman
Date: _____

EXHIBIT A

NAME/LOCATION OF FACILITY SITES

Dreyer Clinic, Inc. Sites

EXHIBIT B

NAME(S) OF PROGRAM(S)

**Certified Medical Assistant Program
Diagnostic Medical Sonography/ Vascular Technology Program
Radiologic Technology Program
Associate Degree Nursing Program**

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

Meeting of July 16, 2019

ACTION EXHIBIT NO. 16332

**SUBJECT: ADDENDUM TO CLINICAL AFFILIATION AGREEMENT WITH
UNIVERSITY OF CHICAGO MEDICAL CENTER**

RECOMMENDATION: That the Board of Trustees approve an Addendum to the Clinical Affiliation Agreement between University of Chicago Medical Center and Triton College. The Master Agreement became effective on September 28, 2012 through June 30, 2013 and is self-renewing for 1(one) year terms unless cancelled by either party in writing with 5(five) months' notice to the other party. This update will expand Triton authorization to add Ophthalmic Technician and Diagnostic Medical Sonography/Vascular Technology programs. There is no cost to Triton College with this Agreement.

RATIONALE: This Affiliation Agreement was originally approved by the Board of Trustees for Nuclear Medicine Technology students only and is hereby expanded to students in Ophthalmic Technician and Diagnostic Medical Sonography/Vascular Technology programs to participate in clinical education experiences at the University of Chicago Medical Center. This is Triton's standard Agreement that has been reviewed and approved by the University of Chicago and accepted as written without change.

Submitted to Board by: _____
(Vice President) Susan Campos

Board Officers' Signatures Required:

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

**Addendum to Triton College
Cooperative Agreement with the University of Chicago Medical Center
(Action Exhibit #15005, approved October 16, 2012):**

The Parties agree to add "Ophthalmic Technician and Diagnostic Medical Sonography/ Vascular Technology" to the program participating in clinical rotations at the University of Chicago Medical Center for the term of the Agreement for Student Placement in a Practice Setting (hereinafter the "Agreement"), entered into by the Parties on October 16, 2012.

Unless stated herein, all other terms and conditions of the Agreement shall remain unchanged. In the event of a conflict between this Addendum and the Agreement, this Addendum shall prevail.

In witness thereof, a duly authorized representative of Triton College and a duly authorized representative of the University of Illinois execute this Agreement in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

FOR THE COLLEGE:

**Triton College
River Grove, Illinois**

SIGNATURE ATTESTING

Mark R. Stephens
Chairman, Triton College Board of Trustees

Date

FOR THE HOSPITAL:

**University of Chicago Medical Center
Chicago, Illinois**

SIGNATURE ATTESTING

TBD
Title, University of Chicago

Date

Catering Services – Child Development Center

The following firms have been invited to submit bids for providing Catering Services for the Child Development Center. An advertisement for bid was placed in the Chicago Tribune-west cook county zone. Immediately after the closing hour for receiving bids which was 1:00 p.m., local time, Thursday, June 27, 2019, they were publicly opened and read aloud in room A 300. Bids were opened by Nancy Schafer, Purchasing Assistant, and witnessed by Jim Reynolds, Executive Director of Finance.

COMPANY	NET COST
Quality Catering for Kids 4005 Porett Drive Gurnee, IL 60031	\$26,274.00 (estimated for one year)

It is recommended that the Board of Trustees accept the proposals submitted by Quality Catering for Kids in accordance with their low specified bids. These items were competitively bid according to state statutes.

Recommendation along with tabulation is attached.

APPROVED:



Sean O'Brien Sullivan
Vice President - Business Services

A/C Number	05-60300510-539000010
A/C Name	CDC Other Contractual
Budget Projection (FY2020)	\$23,200.00
Prev. Expend.	0.00
Schedule	18,270.00
Balance	\$4,930.00

A/C Number	05-60300525-530900010
A/C Name	TOD – Other Contractual Services
Budget Projection (FY2020)	\$17,600.00
Prev. Expend.	0.00
Schedule	8,004.00
Balance	\$9,596.00

DISTRIBUTION:

B.

MEMORANDUM

TO: Jim Reynolds
Ex. Director, Finance

FROM: Cindy Mentone
Director, Child Development Center

DATE: June 27, 2019

RE: Quality Catering Food Service

I am making the recommendation to continue to use Quality Catering to provide food service for the Triton College Child Development Center. Quality Catering meets the state of Illinois requirements for appropriate meals for young children. We have been very pleased with the quality of the meals and the professionalism of the company.

Triton College

Catering Services – Child Development Center
Bid Summary

	Quality Catering for Kids		
	Cost	Meals	Total days
Pricing	Per Meal	Per day	232
per person			
Toddler	\$ 2.30	15.00	\$ 8,004.00
Preschool	\$ 2.25	35.00	\$18,270.00
Total cost			\$26,274.00

Bid Specifications Catering Services – Child Development Center

Scope of Work

Providing lunch meals for toddler and pre-school age children, 5 days a week, Monday thru Friday, excluding College recognized holidays and scheduled closed days. Meal delivery is to be made at Child Development Center, Health Building (Building G)/Triton main campus, Monday thru Friday between the hours of 8.00 am and 9:00 am.

Requirements

- Meet all Department of Children and Family Services requirements.
- Meet all Department of Education Child and Adult Care Food Program requirements.
- Have all food components available at each meal: Vegetable, Fruit, Meat/Meat Alternate and Grains/Breads.
- Meals are appropriate for Toddler and Preschool age children with no choking foods.
- Needs to be in accordance with the Federal law and U.S. Department of Agriculture.
- Each meal to be packaged and protected to insure freshness and temperature control. Meals are to be transported in containers maintaining appropriate hot or cold temperatures.
- Food temperature readings need to be taken when food is delivered.
- Menu planning and providing meals to follow the guidelines of the Department of Children and Family Services requirements.
- Menu to be on a 4-week rotation cycle. Provide detailed information of sample menus and any substitution entrée menus. Note which sample menus are for toddlers and pre school age children.

Samples

For bid review and analysis, sample meals and packaging will be made upon request from the College.

Pricing

Provide pricing based on a per person; toddler and preschool. Include any minimum requirements that pricing is based on. Pricing is to remain firm for the contract term.

Insurance

Provide proof of liability insurance and coverage.

Term

Contract to commence August 1, 2019 to July 31, 2020 and an option to renew annually if equally agreed upon by both parties and pricing from bid remains the same.

Notes to Bidders

- Triton College is a non-for-profit, tax exempt, learning institution
- The College reserves the right to accept or reject any or all bids and to waive informalities to any bid if it is deemed to be in the College's best interest
- Note any and all other costs associated with catering services
- Payment cycle for the College, checks released every 3rd Friday of month, net 30-45 days.

An addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Bid, the College will add it to the RFP Posting on www.trition.edu/rfp. It shall be the responsibility of each bidder, prior to submitting the bid, to review the posted RFP to determine if addenda were issued and to make such addenda a part of the bid.

Vendor mailing list

A.H. Management Group
1151 Rohlwing Road
Rowling Meadows IL 60008

Ceres Food Group
5150 N. Northwest Hwy
Chicago IL 60630

Quality Catering for Kids
4005 Porett Drive
Gurnee, IL 60031

Mrs. C'c Catering
200 Kinkaid Court
Des Plaines IL 60016

Ace Coffee Bar
601 E Lake Street
Streamwood IL 60171

FanFares Catering
742 E. 95th Street
Chicago IL 60619

FSI
6801 N Yates Road
Milwaukee, WI 53217

A.H. Management Group
1151 Rohlwing Road
Rowling Meadows IL 60008

TRITON COLLEGE
DISTRICT #504

SCHEDULE B42.02
VOLUME XLII
July 16, 2019

Pavement Repair – Building H

7 firms submitted bids for the Pavement Repair Project – Building H. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 1:30 p.m. local time, Tuesday, June 4, 2019, the bids were publicly opened and read aloud in room A-300 by Nancy Schaefer, Purchasing, and Gaspare Pitrello, Arcon Associates, Inc., and witnessed by John Lambrecht, John Knox, O & M, and representatives from ALamp, Abbey Paving, Maneval, Allstar, M & J Asphalt Paving Company, Inc., and LDR/LMCC Paving.

It is recommended that the Board of Trustees accept the proposal submitted by M & J Paving Company, Inc. in accordance with their low specified bid. This item was competitively bid according to state statutes.

Recommendation along with tabulation is attached.

COMPANY

NET COST

M & J Paving Company, Inc.
3124 S. 60th Court
Cicero, IL 60804

\$108,280.00

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	02-70300510-530400015
A/C Name	Maintenance Services
Budget	\$ 445,000.00
Prev. Expend.	\$ 0.00
Schedule	\$ 108,280.00
Balance	\$ 336,720.00

Memorandum

June 17, 2019

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Pavement Repair – Building H



Operations & Maintenance

Triton College received 7 bids from vendors for the Pavement Repair – Building H Project.

The lowest, qualified bidder was M & J Asphalt Paving Company, Inc. in the Base Bid and Alternate 1 amount of \$108,280.00.

The total amount includes the project contingency amount.

Arcon Associates, Inc. has carefully reviewed the bids and recommends that the project be awarded to be awarded to M & J Asphalt Paving Company, Inc. in the Base Bid and Alternate 1 amount of \$108,280.00.

I support this recommendation and agree that the bid should be awarded to M & J Asphalt Paving Company, Inc. in the Base Bid and Alternate 1 amount of \$108,280.00.

Thanks, and please feel free to call with any questions,

John



June 13, 2019

Mr. John Lambrecht
Associate Vice President of Facilities
Triton College
2000 Fifth Avenue
River Grove, Illinois 60171

RE: BID RECOMMENDATION
PAVEMENT REPAIR AT BUILDING H
TRITON COLLEGE
PROJECT NO. 19039

Dear Mr. Lambrecht:

On Tuesday, June 4, 2019 at 1:30 P.M. seven (7) sealed bids were publicly opened and read for the Pavement Repair at Building H Project. The low *qualified* bidder was M & J Asphalt in the Base Bid and Alternate 1 amount of \$108,280. The Bid includes the project contingency amount.

We contacted M & J Asphalt and they have confirmed their bid. The project requirements were reviewed and M & J Asphalt demonstrated an understanding of the scope of work and project time line. M & J Asphalt has performed successfully on projects of similar size and scope.

Therefore, ARCON Associates, Inc. recommends that the Board of Trustees, Triton College award the contract for the Pavement Repair at Building H Project to the low qualified bidder, M & J Asphalt, in the Base Bid, Alternate 1, and Contingency amount of \$108,280.

Attached is the Bid Tabulation Sheet for your review.

Sincerely,
ARCON Associates, Inc.

Gaspare P. Pitello, ALA
Associate Principal

Attachments

GPP/rac
J:\Triton College\19039 Pavement Repair @ Building H\1 Docs\Corr\19039I001.wpd

Project: Pavement Repair at Building H

Owner: Triton College

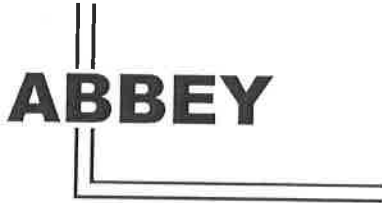
Project No.: 19039

Bid Date/Time: Tuesday, June 4, 2019 @ 1:30 P.M.



	CONTRACTOR	BID BOND	BASE BID + 10% CONTINGENCY	ALTERNATE 1: CONCRETE COLLARS	UNIT COST 1: UNSUITABLE SOILS REMOVAL	UNIT COST 2: CONCRETE CURB REPLACEMENT	BASE BID + ALTERNATE 1
1	Abbey Paving, Inc.	x	\$75,867.00	\$1,500.00	\$115.00	\$55.00	*
2	Allstar Asphalt, Inc.	x	\$71,500.00	\$7,260.00	\$110.00	\$50.00	*
3	Brothers Asphalt & Concrete	x	\$120,919.70	\$600.00	\$75.00	\$150.00	\$121,519.70
4	Chicagoland Paving Contractors, Inc	x	\$104,500.00	\$6,000.00	\$85.00	\$50.00	\$110,500.00
5	A Lamp Concrete	x	\$131,472.00	\$6,000.00	\$100.00	\$50.00	\$137,472.00
6	Maneval Construction	x	\$106,150.00	\$7,500.00	\$90.00	\$50.00	\$113,650.00
7	M & J Asphalt	x	\$105,380.00	\$2,900.00	\$80.00	\$36.00	\$108,280.00
8							
9							
10							

* NON CONFORMING BID



1949 County Line Road • Aurora, IL 60502
630.585.7220 • f. 630.585.7216

June 13, 2019

Arcon Associates
2050 South Finley Rd.
Suite 40
Lombard, IL 60148

Attn: Gaspare Pitrello

Re: Triton College Building H Pavement Repair

Gaspare,

As you are aware, we unfortunately missed the requirement to include \$22,500 worth of allowances in our recent proposal for the Triton College Building H Pavement Repair project. In light of this, we would request to withdraw our proposal for this project.

I apologize for this oversight.

Sincerely,

A handwritten signature in cursive script, appearing to read "Owen B. Smith".

Owen B. Smith



**allstar
asphalt, inc.**

Phone (847) 419-1200
Fax (847) 419 1202
165 W Hintz Road
Wheeling, IL 60090

June 13, 2019

Arcon Associates, Inc
2050 S. Finley Rd, Ste 40
Lombard, Illinois 60148

Gaspare,

This letter is to inform you that we regretfully and respectfully are withdrawing our bid for Triton College in River Grove due to a mathematical error.

Thank you.

Sincerely,

Tom Schatz
Lead Estimator