



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, August 26, 2025

- I. CALL TO ORDER** August 26, 2025 at 6:30 p.m.
Boardroom, A-300
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LXII**
Minutes of the Board Budget Hearing of July 15, 2025, No. 1
Minutes of the Regular Board Meeting of July 15, 2025, No. 2
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
 - A. Action Exhibits
 - 17263 Facility Fee Waiver: Cook County Clerk’s Office
 - 17264 Charter Bus Transportation Service
 - 17265 Agreement with Cook County Health and Hospitals System
 - 17266 Agreement with Hartgrove Behavioral Health System
 - 17267 Amendment to Agreement with Northwestern Medicine Delnor Hospital
 - 17268 Program Memorandum with Endeavor Health Clinical Operations

- 17269 Microsoft Consolidated Campus Agreement with CDW-G
- 17270 Approval and Release of Closed Session Minutes of the Board of Trustees
- 17271 Destruction of Closed Session Verbatim Recordings
- 17272 2025-2030 Partnership with Romano Orthopedics

B. Purchasing Schedules

C. Bills and Invoices

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

E. Human Resources Report

*Administrative Contracts

Mary-Rita Moore, President

Michael Thunberg, Associate Dean of Arts & Sciences

XIV. COMMUNICATIONS – INFORMATION

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

XV. ADJOURNMENT

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

CALL TO ORDER/ROLL CALL

Vice Chairwoman Diane Viverito called the Budget Hearing of the Board of Trustees to order in the Boardroom at 6:39 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Mr. Glover Johnson, Mr. Rich Regan, Mrs. Elizabeth Potter, Ms. Diane Viverito.

Absent: Mr. Luke Casson, Mr. Jarrell David, Mr. Tracy Jennings, Mr. Mark Stephens.

Ms. Viverito explained that Chairman Stephens is running late, Trustee Casson is on vacation, and Trustee Jennings is away on business.

CITIZEN PARTICIPATION

None.

PUBLIC HEARING ON FY 2026 TENTATIVE BUDGET

Ms. Viverito reported that for the FY26 tentative budget, the total projected operating revenues are \$71,042,228, the total projected operating expenditures are \$86,313,267, and the total projected operating deficit is \$15,271,039. The budget appropriates tentative expenditures for all positions and potential expenditures as they are known today.

ADJOURNMENT

The Vice Chairwoman asked for a motion to adjourn the Budget Hearing. Motion was made by Mr. Johnson to adjourn the meeting, seconded by Mr. Regan.

Roll Call Vote:

Affirmative: Mr. Glover Johnson, Mr. Rich Regan, Mrs. Elizabeth Potter,
Ms. Diane Viverito.

Absent: Mr. Luke Casson, Mr. Jarrell David, Mr. Tracy Jennings,
Mr. Mark Stephens.

Motion carried 4-0. Vice Chairwoman Viverito adjourned the Budget Hearing at 6:44 p.m.

Submitted by: Diane Viverito
Board Chair Pro Tem

Margaret Kluza
Margaret Kluza, Recording Secretary

CALL TO ORDER/ROLL CALL

Vice Chairwoman Diane Viverito called the regular meeting of the Board of Trustees to order in the Boardroom at 6:45 p.m. The following roll call was taken.

Present: Mr. Glover Johnson, Mr. Rich Regan, Mrs. Elizabeth Potter, Mr. Mark Stephens, Ms. Diane Viverito.

Absent: Mr. Luke Casson, Mr. Jarrell David, Mr. Tracy Jennings.

APPROVAL OF BOARD MINUTES

Mrs. Potter made a motion, seconded by Mr. Johnson, to approve the minutes of the Regular Board Meeting of June 17, 2025. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Faculty Association President Leslie Wester reported that faculty and administration, after lengthy negotiations, reached an agreement. She acknowledged contributions of the negotiating teams and thanked three faculty members that joined her at the meeting. As the agreement is now pending ratification by the Board of Trustees, which involves a formal vote, Ms. Wester expressed her optimism about a positive vote to make the agreement legally binding.

Mid-Management Association President Dorota Krzykowska congratulated faculty on the new agreement. She also reported that interdepartmental collaboration continues as new students are being onboarded. She concluded that this is a very busy time of the year keeping everyone fully engaged and working diligently.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito reported that the committee does not meet in July.

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on July 2 and reviewed nine new business items that were unanimously approved and sent to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

President Moore reported that Triton College has educated and served our community for six decades. She also noted that last week the Trustees received a communication from the President's Office related to the accomplishments of the concluding Strategic Plan, and now, after a collaborative process with students, faculty, staff, and district members, Triton is ready to release its new Strategic Plan - the ambitions and vision for the next five years. At that time, Ms. Moore asked Dr. DeVol to come forward to share the college's future plans.

Dr. DeVol stated that the FY26-FY30 Strategic Plan, crafted collaboratively by 108 faculty and staff members, is poised for its launch next week. She explained that this measurable framework outlines specific goals and outcomes focused on cultivating long-term growth and excellence, along with supporting student success through rigorous academic programs and workforce readiness initiatives. Dr. DeVol concluded that the plan highlights a shared commitment to being student-centered and cultivating growth within the institution.

TRUSTEE JOINS MEETING

Chairman Stephens joined the meeting and assumed the role of chair at 6:55 p.m.

PRESIDENT'S REPORT

President Moore highlighted a success story of Massiele Gonzales, a student of Rhodes Elementary School taking ESL (English as a Second Language) classes at her elementary school location, as part of the Triton College Adult Education ESL program. To offer ESL classes onsite proved to be a game-changer for many learners. Students shared that having the program in a familiar and trusted environment, close to their homes and within a school they know, made it easier for them to attend regularly and feel comfortable. This sense of familiarity helped build a bridge between the students, Rhodes Elementary, and now, Triton College. With the support of an excellent instructor and the convenience of a local site, Massiele significantly improved her English skills. She now feels confident in her ability to pursue new opportunities at work and is preparing to apply for more advanced positions within her current job. Thanks to this innovative collaboration, many families have now visited Triton's campus and are eager to stay engaged with the college's programs. What began as a neighborhood initiative has grown into a strong, lasting relationship between Triton College and the local community - one that continues to inspire and empower adult learners like Massiele every day.

CHAIRMAN'S REPORT

Chairman Stephens congratulated the faculty on the new agreement and acknowledged the efforts of the faculty and administration negotiating teams. He also expressed his enthusiasm about the positive developments occurring at the college, leading to greater success both inside and outside the classroom.

NEW BUSINESS

ACTION EXHIBITS

The following action exhibits were taken as a group.

- 17253 Budget Transfers**
- 17254 FY 2027 Ramp Report**
- 17255 Diskovery – Adobe Software**
- 17256 Agreement with Athletico Management, LLC**
- 17257 Student Community Employment Experience with Fasel Nursery**
- 17258 2025 Federal Transit Administration (FTA) Certifications and Assurances**
- 17259 Request for Increase of Vendor Payment between Triton College and Ed2go**
- 17260 Agreement with ESPN Radio**
- 17261 2025-2035 Fenwick High School Facility Usage Partnership Agreement**

**17262 Ratification of the Triton College Faculty Association Negotiation Agreement
FY 2026 - 2030**

Chairman Stephens expressed satisfaction with the athletic field priority partnership agreement between Triton College and Fenwick High School (AE 17261). Vice President Sullivan added that the 10-year agreement includes the addition of a new press box at the multi-purpose field at no cost to the college (paid fully by Fenwick HS but deemed the sole property of Triton College). Associate Vice President Abezetian further commented that, in the event Triton determines that the turf on the multi-purpose field requires replacement during the 10-year term, the cost of such replacement will be shared between the college and Fenwick equally, fifty percent each, and, following the turf replacement, the agreement will be extended for ten years from the date of such replacement and the annual rental rate for year eleven through the expiration of the agreement will increase by three percent.

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

BILLS AND INVOICES

Ms. Viverito made a motion, seconded by Mrs. Potter, to pay the Bills and Invoices in the amount of \$3,459,657.03.

Roll Call Vote:

Affirmative: Mr. Johnson, Mrs. Potter, Mr. Regan, Ms. Viverito, Mr. Stephens.

Absent: Mr. Casson, Mr. David, Mr. Jennings.

Motion carried 5-0.

HUMAN RESOURCES REPORT

1.0 Faculty

Mrs. Potter made a motion, seconded by Ms. Viverito, to approve page 1 of the Human Resources Report, items 1.1.01 through 1.5.01. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve pages 2-5 of the Human Resources Report, items 2.1.01 through 2.8.01. Voice vote carried the motion unanimously.

3.0 Administration

Mrs. Potter made a motion, seconded by Ms. Viverito, to approve page 6 of the Human Resources Report, items 3.1.01 through 3.2.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Ms. Viverito made a motion, seconded by Ms. Potter, to approve pages 7-8 of the Human Resources Report, items 4.1.01 through 4.5.03. Voice vote carried the motion unanimously.

5.0 Mid-Management

Mr. Regan made a motion, seconded by Mr. Johnson, to approve page 9 of the Human Resources Report, items 5.1.01 through 5.2.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Mr. Johnson made a motion, seconded by Ms. Viverito, to approve pages 10-13 of the Human Resources Report, items 6.1.01 through 6.4.04. Voice vote carried the motion unanimously.

7.0 Other

Ms. Viverito made a motion, seconded by Mr. Regan, to approve page 14 of the Human Resources Report, items 7.1.01 through 7.2.01. Voice vote carried the motion unanimously.

Chairman Stephens commended departing head wrestling coach Timothy Duggan for his outstanding performance and leadership, which has significantly contributed to the Triton College wrestling team's achievements.

ADJOURNMENT

Motion was made by Ms. Viverito to adjourn the Regular Meeting of the Board, seconded by Mr. Johnson. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 7:07 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Margaret Kluza
Margaret Kluza, Recording Secretary

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

Meeting of August 26, 2025

ACTION EXHIBIT NO. 17263

SUBJECT: FACILITY FEE WAIVER: COOK COUNTY CLERK'S OFFICE

RECOMMENDATION: That the Board of Trustees approve an Agreement with the Cook County Clerk's Office to utilize Triton College facilities (R221) for the March 17, 2026 and November 3, 2026 elections, between 4:00 a.m. and midnight, as a site for the Regional Distribution Center. The County will pay the College \$400 per date for the use of facilities to cover maintenance, setup, and cleanup. The total value of the facility fee waiver is estimated at \$800.

RATIONALE: Triton College has developed intergovernmental relationships with Cook County and this usage maintains intergovernmental relations and provides services to the local communities. Required I.T. Network Services are contracted individually with a college employee for this date.

Sean Sullivan

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

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes ☐ No ☒

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

Meeting of August 26, 2025

ACTION EXHIBIT NO. 17264

SUBJECT: CHARTER BUS TRANSPORTATION SERVICE

RECOMMENDATION: That the Board of Trustees approve an Agreement for charter bus transportation service with Bestway Charter Transportation Inc. Contract term shall be for a 3-year period, initially ending June 30, 2028, with an option for the college to renew for up to two additional 1-year periods thereafter. The annual cost, depending on actual usage and mileage, is estimated to range between \$110,000 and \$160,000 for FY26, with each trip billed individually.

RATIONALE: The charter bus transportation service will be used for college related travel. This includes intra-state and inter-state transportation primarily for athletic teams, but shall include options for student clubs and academic related travel, some with extended stays or layovers. An advertisement for proposal was published on May 20, 2025 in the Chicago Tribune and the Request for Proposal was simultaneously posted on the Triton College Purchasing website. Twelve (12) vendors were directly solicited. Public opening was held on June 17, 2025 at 1:00 p.m. in Triton College room A300. Seven (7) proposals were received. An evaluation committee consisting of five (5) reviewers evaluated all submitted proposals. Responses were evaluated by each member based on the following criteria: Cost; Qualifications; Experience; Age of Equipment; Dependability; Reliability; Safety Record and References. It was determined by the committee that Bestway Charter Transportation Inc. was the best qualified.

Sean Sullivan

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

Board Officers' Signatures Required:

_____ Mark R. Stephens Chairman	_____ Tracy Jennings Secretary	_____ Date
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Related forms requiring Board signature: Yes ☐ No ☒

CHARTER BUS RATES - BESTWAY CHARTER TRANSPORTATION

For Busses up to 29 Passengers	
Daily rate for bus	\$ 850
Number of hours included in daily rate	Hours: 8
Hourly rate for hours exceeding daily minimum	\$ 80/Hour
Amount of local mileage allowed per day once bus reached destination	Unlimited
Cost per mile over and above allowance	\$/Mile n/a
Cost per 24-hour period for extended trip (i.e., weekend trip)	\$850/day
Driver's daily fee (if any)	\$ N/A
OR Driver's hourly fee (if any)	\$ N/A
Per diem (meals) for driver (if any)	\$ N/A
Gratuities (if any)	\$ 0
Fuel Surcharge (if any)	\$ Included/Mile
Charge per relay driver (if any)	\$ 150
Indicate any Surcharges for interstate travel (if any)	\$ N/A
Indicate any other additional fees: (if any)	\$ N/A

For Buses up to 56 Passengers	
Daily rate for bus	\$ 1,235
Number of hours included in daily rate	Hours: 8
Hourly rate for hours exceeding daily minimum	\$ 95/Hour
Amount of local mileage allowed per day once bus reached destination	Unlimited
Cost per mile over and above allowance	\$/Mile
Cost per 24-hour period for extended trip (i.e., weekend trip)	\$1,235 /day
Driver's daily fee (if any)	\$ N/A
OR Driver's hourly fee (if any)	\$ N/A
Per diem (meals) for driver (if any)	\$ N/A
Gratuities (if any)	\$ 0
Fuel Surcharge (if any)	\$ Included/Mile
Charge per relay driver (if any)	\$ 200
Indicate any Surcharges for interstate travel (if any)	\$ N/A
Indicate any other additional fees: (if any)	\$ N/A

RFP Evaluation Matrix

Charter Transportation Services	Evaluation Criteria Categories												Evaluation Results		
	Cost		Qualifications		Experience		Age of Equipment		Dependability Reliability Safety Record		References				
	20%	weight	20%	weight	10%	weight	10%	weight	20%	weight	20%	weight	Total is 100% weight		
	Score 1 - 10	Weighted Score	Score 1 - 10	Weighted Score	Score 1 - 10	Weighted Score	Score 1 - 10	Weighted Score	Score 1 - 10	Weighted Score	Score 1 - 10	Weighted Score	Total Score 1 - 60	Total Weighted Score	Rank
Firm Name															
Aries Charter Transportation	6	1.20	6.8	1.36	7.4	0.74	7	0.70	7.8	1.56	7.8	1.56	42.80	7.12	4
Bestway Charter Transportation	8	1.60	8	1.60	8	0.80	7.2	0.72	8	1.60	8	1.60	47.20	7.92	1
Ideal Charter	7.8	1.56	6.6	1.32	7	0.70	7.2	0.72	8	1.60	8	1.60	44.60	7.50	2
M&M Limousine Services	7	1.40	6.6	1.32	7	0.70	6.8	0.68	8	1.60	8	1.60	43.40	7.30	3
Chicago Classic Coach	6	1.20	5	1.00	5.2	0.52	5.6	0.56	7.8	1.56	7.6	1.52	37.20	6.36	5
United Bus	6.8	1.36	4.6	0.92	5.4	0.54	5.2	0.52	7.6	1.52	6.8	1.36	36.40	6.22	7
Inifinity Charter	6	1.20	5.2	1.04	6.2	0.62	7.2	0.72	6.8	1.36	6.8	1.36	38.20	6.30	6
Respondent 8		0.00		0.00		0.00		0.00		0.00		0.00	0.00	0.00	8
Respondent 9		0.00		0.00		0.00		0.00		0.00		0.00	0.00	0.00	8
Respondent 10		0.00		0.00		0.00		0.00		0.00		0.00	0.00	0.00	8

Winner selected on highest WEIGHTED score

Scoring Instructions

Score between 1 and 10 (highest) each Firm for each criteria category. Firms with the highest total weighted scores May be scheduled for interviews, if desired.

Evaluation Committee:

Colleen Rockafellow
Danielle Stephens
Andrew Blahut
Garrick Abezetian
Kevin Barnes

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

Meeting of August 26, 2025


ACTION EXHIBIT NO. 17265

SUBJECT: AGREEMENT WITH COOK COUNTY HEALTH AND HOSPITALS SYSTEM

RECOMMENDATION: That the Board of Trustees approve an Affiliation Agreement with the Cook County Health and Hospitals System. The term of this Agreement shall be for a period of three (3) years beginning August 27, 2025, through August 27, 2028. This Agreement may be terminated at any time by either party by giving at least ninety (90) days written notice to the other party, prior to the expiration of the current term. In the event that this Agreement is not renewed for a subsequent term or is terminated for any reason, students who are participating in the clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth therein. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Health Careers and Public Service programs to participate in clinical education experiences with the Cook County Health and Hospitals System.

Submitted to Board by:


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes ☒ No ☐

NURSING PROGRAM AFFILIATION AGREEMENT BETWEEN THE COOK COUNTY HEALTH AND COMMUNITY COLLEGE DISTRICT 504

THIS AFFILIATION AGREEMENT (the “Agreement”) is entered into by and between the County of Cook (the “County”) through its Cook County Health and Hospitals System, doing business as Cook County Health (“CCH” or “Facility”) and Community College District 504, commonly known as Triton College (“School”).

RECITALS

WHEREAS, CCH provides health care to persons residing in Cook County, and is comprised of the following system affiliates: the John H. Stroger, Jr. Hospital of Cook County (“Stroger Hospital” or “SHCC”); Provident Hospital of Cook County (“Provident”); the Ambulatory and Community Health Network of Cook County (“ACHN”); Oak Forest Health Center; Cermak Health Services of Cook County (“Cermak”); the Ruth M. Rothstein CORE Health Center (“CORE”); and the Cook County Department of Public Health (“CCDPH”) (collectively “Facility Sites”); and

WHEREAS, the School desires to utilize various Facility Sites listed in Exhibit A, Name/Location of CCH Facility Sites, that may be available for the purpose of providing practical learning and clinical experiences to students seeking certification and/or degrees in the following areas of study: associate degree in nursing, surgical technician, anesthesia technician, sterile processing technician, emergency room technician, certified medical assistant and/or certified nursing assistant, as specifically listed in Exhibit B, Name of School’s Program, by School in connection with students of the School.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter set forth, the sufficiency and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **INCORPORATION OF RECITALS**

The foregoing recitals are hereby incorporated into and made a part of this Agreement.

2. **INCORPORATION BY REFERENCE**

This Agreement incorporates the terms and provisions of the following documents, attached hereto, which are hereby fully incorporated into this Agreement by reference and are binding upon both parties hereto:

2.1. Exhibit A: Name/Location of CCH Facility Sites

2.2. Exhibit B: Names of School’s Programs

Exhibits A and B may be updated by the parties, as necessary. Such updates, if approved by CCH and School, shall be incorporated into this Agreement by reference and are binding upon the parties.

3. SCHOOL RESPONSIBILITIES

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.

3.1. Insurance.

3.1.1. School shall (a) maintain professional liability insurance, which may be self-insured, covering faculty and students. Such policy shall have limits for professional liability insurance of not less than Two Million Dollars (\$2,000,000.00) per occurrence or claim and Five Million Dollars (\$5,000,000.00) in the aggregate; and general liability coverage of at least Two Million Dollars (\$2,000,000) per occurrence or claim and Five Million Dollars (\$5,000,000) in the aggregate covering the acts of such faculty and students while participating in the program. Such insurance coverage must be placed with an insurance carrier reasonably acceptable to the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to faculty and students 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) and supervising faculty.

3.1.2. Health Insurance. School shall require faculty and 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) and supervising faculty.

3.2. 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 onsite visits when practical, and by letter or telephone in other instances. The School will also designate supervising faculty for undergraduate and prelicensure students, including students in the following programs: Associate Degree in Nursing, Surgical Technicians, Anesthesia Technicians, Sterile Processing Technicians, Emergency Room Technicians, Certified Medical Assistants, and Certified Nursing Assistants. The School's supervising faculty shall remain on site

at Facility at all times during such students' participation in the practical learning and clinical educational experience. 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 and providing on-site supervision of students.

- 3.3. Evidence of Licensure, Certifications, Vaccinations, etc. As required by the Facility, the School shall inform each student of the requirement to provide evidence that the student has met all CCH and CCH Employee Health Services ("EHS") requirements, which may include, but are not limited to: evidence of licensure, if applicable; evidence of certifications, if applicable; CPR certification; successful fit testing by School and/or Facility; proof of absence of TB; immunity to measles, mumps, rubella and varicella; hepatitis B vaccination; Tdap vaccination; annual flu vaccination; 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. School faculty shall also be advised of the requirement to comply with this provision.
- 3.4. Criminal Background Check and Drug Screen Compliance. A criminal background check and a drug screen, as required by and acceptable to CCH and CCH Human Resources ("HR") 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 each student is aware of the obligation to complete the background check and drug screening. Facility may determine that students with unacceptable results will not participate at sites where students with such results are forbidden by Facility's policy. No student with a failed criminal background check or drug screening will be allowed to participate in the practical learning and clinical education experience at CCH site. Students shall be informed of the obligation to provide the results of a criminal background check and drug screening to CCH HR. The criminal background check must be conducted no more than ten (10) months prior to the student's start date at Facility. The drug screening must be within (30) days of the student's start date. School faculty shall also be advised of the requirement to be in compliance with this provision.
- 3.5. School Notices to Students. The School shall notify each student and supervising faculty, prior to his/her arrival at the Facility, that he/she is required to:
- 3.5.1. Follow the administrative policies, standards, and practices of the Facility.
 - 3.5.2. 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.
 - 3.5.3. Provide his/her own transportation and living arrangements.
 - 3.5.4. Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
 - 3.5.5. Conform to the standards and practices established by the school while functioning at the Facility.

- 3.5.6. Obtain prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience.
- 3.5.7. 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.
- 3.6. 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 the 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.
- 3.7. Attire and Identification. Students and supervising faculty shall wear the uniform and identifying insignia of the School at all times while at Facility, unless otherwise instructed by Facility. Students and supervising faculty shall present a clean, neat appearance at all times and shall wear appropriate attire for the site to which they are assigned. While at the site, students and supervising faculty shall exhibit appropriate identification badges furnished or approved by Facility. If a CCH issued identification badge is lost and/or stolen, the student and/or supervising faculty must immediately file a police report with CCH Police. Additionally, the student and/or supervising faculty will be required to pay \$50.00 identification badge replacement fee. A replacement identification badge will not be issued until the \$50.00 fee is paid. A student and/or supervising faculty cannot be on the premises or participate in the practical learning and clinical educational experience at a CCH site until a replacement identification badge has been issued. All badges shall be returned at the conclusion of the assignment. Students and supervising faculty shall identify themselves to CCH patients and staff in accordance with procedures established by Facility.
- 3.8. Compliance With Facility HR and EHS Requirements. School faculty and students shall comply with all CCH, CCH HR and CCH EHS requirements, policies, rules and regulations prior to and during participation in the practical learning and clinical educational experience.

4. FACILITY RESPONSIBILITIES

- 4.1. 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. School faculty and students must complete an orientation provided by CCH HR prior to participation in the practical learning and clinical educational experience. School faculty and students must also complete a Facility Nursing Professional Development and Education orientation.

- 4.2. Facility Rules Applicable to Students During Clinical Assignments. Students and faculty 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 and faculty 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.
- 4.3. Patient Care. While at the Facility, School faculty and 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 School faculty and students and a patient shall be under the proximate supervision and oversight of a member of the staff of the Facility. The Facility shall at all times remain solely responsible for patient care.
- 4.4. Emergency Treatment. Emergency outpatient treatment will be available to, or arranged for, students and faculty 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 and/or faculty's sole responsibility to bear the cost of the emergency treatment.
- 4.5. 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 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.
- 4.6. 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.
- 4.7. 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.

- 4.8. Provision of Relevant Facility Policies. The Facility shall provide the faculty, student(s) and the School access to Facility's administrative policies, standards and practices relevant to the practical learning and clinical educational experience prior to the onset of any clinical placement or rotation.
- 4.9. 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.
- 4.10. Insurance. Facility shall (a) maintain professional liability insurance, which may be self-insured, covering all staff, employees, and agents. Such policy shall have limits for professional liability insurance of not less than Two Million Dollars (\$2,000,000.00) per occurrence or claim and Five Million Dollars (\$5,000,000.00) in the aggregate; and general liability coverage of at least Two Million Dollars (\$2,000,000) per occurrence or claim and Five Million Dollars (\$5,000,000) in the aggregate covering the acts of Facility staff, employees, and agents. Such insurance coverage must be placed with an insurance carrier acceptable to Triton. Facility shall provide proof of coverage to Triton by providing certificates of insurance evidencing coverage prior to faculty and students participation in the practical learning and clinical educational experience. In the event required insurance coverage is not provided or is canceled, Triton may terminate the placement of the student(s) and supervising faculty.

5. OTHER RESPONSIBILITIES

- 5.1. 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") and related privacy rules. School faculty and 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. School faculty and/or students shall obtain prior written approval of Facility and School before publishing any material relative to the practical learning and clinical educational experience. Further, if approved by Facility in writing prior to use, School shall require that faculty and/or students 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. The parties acknowledge that School's students and supervising faculty are part of the Facility's "work force" and, as such, no Business Associate agreement is required between them pursuant to the HIPAA privacy rule.

- 5.2. 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.
- 5.3. 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 written 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.
- 5.4. 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.
- 5.5. Removal of Students.
- 5.5.1. 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.
- 5.5.2. 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 within twenty-four (24) hours. If the Facility desires to remove a student or instructor for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before such a removal.

6. TERM AND TERMINATION

- 6.1. Term. The term of this Agreement shall commence upon execution by the parties and shall terminate three (3) years after the date of execution.
- 6.2. Termination. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the

event that this Agreement is terminated or not renewed for subsequent terms, 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.

7. ADDITIONAL TERMS

- 7.1. 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.
- 7.2. Qualifications of School Faculty. The School represents that relevant faculty members, including on-site supervising faculty, are appropriately qualified, certified and/or licensed. The School will provide the Facility with copies of evidence of such qualifications, certifications and/or licensures, upon request. The School's faculty shall be in compliance with the provisions of this Agreement including, but not limited to: the requirements of Section A relating to insurance coverage, licensing, certifications and vaccination requirements, criminal background check, drug screening requirements, orientation and any CCH, CCH HR and CCH EHS requirements.
- 7.3. Assignment of Agreement. This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.
- 7.4. Excluded Providers. The School warrants that all Students and Faculty to be assigned to Facility pursuant to this Agreement are eligible, without limitation, to participate in all State or Federal funding or reimbursement programs applicable to CCH ("Funding Programs") including, but not limited to, the Medicaid and Medicare programs. School shall screen Students and Faculty prior to assignment, and at least monthly thereafter, by reviewing the list of sanctioned Persons through: The Department of Health and Human Services (HHS) Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE) Searchable Database (<https://exclusions.oig.hhs.gov>), HFS OIG exclusion (available at <http://www.state.il.us/agency/oig>), • the Excluded Parties List System (EPLS)/System of Award Management (SAM) maintained by the U.S. Government (available at <https://www.sam.gov/portal/SAM/##11>), and the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) (<https://sanctionssearch.ofac.treas.gov/>) School shall provide CCH's Chief Compliance Officer, or designee, with immediate written notice and shall discontinue the assignment in the event that it becomes aware of any Student or Faculty member assigned to the Facility that is:

- (1) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program;
- (2) suspended, excluded or debarred from participation in any federal health care program, including Medicare and Medicaid; or
- (3) the subject of an investigation which may result in a suspension, exclusion or debarment.

CCH may terminate this Agreement immediately upon the occurrence or notification of any of the above.

- 7.5. 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.
- 7.6. Non-Discrimination. The parties hereto shall abide by the requirements of 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, the Rules and Regulations of the Illinois Department of Human Rights, and the Cook County Human Rights Ordinance. There shall be no unlawful discrimination or treatment because of race, ethnicity, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, citizenship status, sexual orientation, gender identity, physical or mental disability or any other legally protected classification or group or because of actual or perceived association with such classification or group in the implementation of this Agreement and the employment, training, or promotion of students or personnel engaged in the performance of this Agreement. The Parties shall each maintain a Sexual Harassment policy as required by applicable state or federal law, rule or regulation.
- 7.7. Employment Status. No student, faculty, 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, faculty, School employee or agent be entitled to any fringe benefits, Worker's Compensation, disability benefits, unemployment compensation, or other rights normally afforded to employees of the Facility. No employee or personnel of Facility shall in any way be considered and employee or agent of School nor be entitled to any fringe benefits, Worker's Compensation, disability benefits, accrual of tenure, unemployment compensation, or other rights normally afforded to employees of the School
- 7.8. 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); (c) or on the date of personal delivery, if delivered by hand; or (d) 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 as set forth below or to such other addresses as the parties may specify in writing from time to time.

To School:

Name: Triton College
Title: Dean of Health Careers and Public Service Programs Professional Development and Education
Agency: _____ Cook County Health
Address: 2000 N Fifth Avenue 1900 West Harrison Street, Suite 340
City, State, Zip: River Grove , Illinois 60171 Chicago, Illinois 60612
Phone: 708-456-0300 Phone: (312) 864-7626
Fax: 708-779-4902 Fax: (312) 864-9577

To CCHHS/FACILITY:

With copy to:

Name: Sarie Winner
Title: Office of General Counsel
Agency: _____ Cook County Health
Address: 2344 W Melrose St. 1950 West Polk Street, Suite 9200B
City, State, Zip: Chicago, IL 60612 Chicago, Illinois 60612

With copy to:

CCH/Facility Legal Counsel at:

Office of the General Counsel

7.9. 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. The parties agree that the sole venue for any litigation concerning this Agreement is either in the state or federal courts located within Cook County, Illinois.

7.10. 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.

- 7.11. 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.
- 7.12. 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 term of this Agreement and any extensions thereof.
- 7.13. 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.

7.14. 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 authorized agents of the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the authorized agents of the parties.

7.15. Relationship of the Parties. Facility and School are independent contractors for purposes of this Agreement. Nothing contained in this Agreement, nor any act of the parties is intended to nor shall be construed by any person or entity to create any relationship of partners, joint venture or any other relationship between Facility and School other than that of independent contractors.

7.16. No Compensation. Neither Facility, School, nor School's faculty or students shall be entitled to compensation from the other pursuant to this Agreement. Each party shall perform its responsibilities under this Agreement at its own cost and expense. Additionally, neither party shall be responsible for providing other party's faculty or students with wages, life or health insurance benefits, workers' compensation or occupational disease benefits or any other type of compensation. Facility shall be entitled to bill and collect all fees for patient services provided in its facilities.

7.17. Marketing; Use of Names. Neither party shall use the name of the other in any written material including, but not limited to, brochures, letters, and circulars, without the prior written consent of the other, but with the exception of listings of facilities as may be required by parties' accrediting agencies.

7.18. Non-Exclusive Agreement. It is understood by both parties that this Agreement does not prevent or preclude Facility from accepting other trainees in addition to School's students for training experiences in its facilities.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by their duly authorized representatives, in an official capacity only, whose signatures appear below:

FOR SCHOOL:

Signature: _____ Date: _____

Name: Mark R. Stephens

Title: Board Chairman

School Name: Triton College

FOR COOK COUNTY HEALTH/FACILITY:

Sign: _____ Date: _____

Erik Mikaitis CEO
Cook County Health

Acknowledged by:

Sign: _____ Date: _____

Beena Peters, DNP, RN, FACHE, FABC
Chief Nursing Executive
Cook County Health

EXHIBIT A

NAME/LOCATION OF CCH FACILITY SITES

1. Cook County Health (“CCH”)

1900 West Polk Street
Chicago, Illinois 60612

2. John H. Stroger, Jr. Hospital of Cook County (“Stroger Hospital” or “SHCC”)

1901 West Harrison Street
Chicago, Illinois 60612

3. Provident Hospital of Cook County (“Provident”)

500 East 51st Street Chicago,
Illinois 60615

4. Ambulatory and Community Health Network of Cook County (“ACHN”)

1901 West Harrison Street Chicago, Illinois 60612
Includes various clinic locations throughout Cook County

5. Oak Forest Health Center 15900 South Cicero Avenue Oak Forest, Illinois 60452

6. Cermak Health Services of Cook County (“Cermak”)

2800 South California Avenue Chicago, Illinois 60608
Also includes the Juvenile Temporary Detention Center (“JTDC”) located at another site.

7. Ruth M. Rothstein CORE Health Center (“CORE”)

2020 West Harrison Street
Chicago, Illinois 60612

8. Cook County Department of Public Health (“CCDPH”)

Oak Forest Health Center 15900 South Cicero Ave.
Administration Building - 1st floor
Oak Forest Illinois 60452

Includes various locations throughout suburban Cook County

EXHIBIT B

NAMES OF SCHOOL'S PROGRAMS

Program Name

Certification or Degree Conferred
(e.g. AD, BSN, PhD etc.)

1. Associate Degree Nursing

2. Diagnostic Medical Sonography/Vascular Technology

3. Radiologic Technology

4. Surgical Technology

5. Sterile Processing

6. Respiratory Care

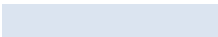
7. Nursing Assistant

8. Certified Medical Assistant

9. Ophthalmic Technician

10. Emergency Medical Technology

Use additional sheets if necessary.



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

Meeting of August 26, 2025


ACTION EXHIBIT NO. 17266

SUBJECT: AGREEMENT WITH HARTGROVE BEHAVIORAL HEALTH SYSTEM

RECOMMENDATION: That the Board of Trustees approve an Affiliation Agreement with Hartgrove Behavioral Health System. The term of this Agreement shall be for a period of three (3) years beginning August 27, 2025, through August 27, 2028. This Agreement may be terminated at any time by either party, by giving at least thirty (30) days written notice to the other party, prior to the expiration of the then current term. In the event that this Agreement is not renewed for a subsequent term or is terminated for any reason, students who are participating in the clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth therein. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Health Careers and Public Service programs to participate in clinical education experiences with the Hartgrove Behavioral Health System.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes ☒ No ☐

EDUCATION AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into as of the date of last signature below by and between Community College District 504, commonly known as Triton College (“College”) and Hartgrove Behavioral Health System (“Facility”).

RECITALS

WHEREAS, College desires to provide appropriate clinical learning experiences to its Students in its clinical programs (“Students”);

WHEREAS, the parties mutually desire to advance Student training and education, and assist in meeting the demand for health care personnel, and to make available better health services to patients in the community; and

WHEREAS, it is deemed advisable and in the best interests of the parties to establish an affiliation for the purposes of carrying out these objectives.

NOW, THEREFORE, for and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

I. Mutual Responsibilities

- A. Assignment of Students. Students subject to this Agreement are assigned to Facility by College for the purpose of developing each Student’s clinical competence (knowledge, procedures/skills, clinical problem solving, and professional attitudes and behaviors).
- B. Schedule of Assignments. Prior to the initiation of any program for Students, the College shall provide information to the Facility concerning the number of Students, possible dates of assignment, the names and pertinent information about the Students, and the objectives for Students’ clinical education experience. The Facility and College shall jointly plan the schedule of Student assignments to Facility, including the number of Students, the hours of attendance, and the schedule of activities at the Facility. Facility shall determine the maximum number of Students accepted by Facility for assignment to a clinical area with reasonable advance notice prior to the anticipated start date of the clinical placement.
- C. Designated Representative. The Facility and College shall each appoint a designated representative to coordinate the clinical education experience, and to work with the College’s instructors and Students to facilitate a meaningful experience.
- D. Changes in Curriculum, Program and Staff. Each party shall keep the other informed of changes in curriculum, program and staff which may affect the clinical education experience.

Representatives of both parties shall meet periodically to review the program, and to make such suggestions and changes as needed.

- E. Compliance with Applicable Laws. The parties shall in the performance of this Agreement comply with all applicable laws, rules, regulations, and policies affecting agreements of this nature.
- F. Nondiscrimination. Each party agrees that it will not discriminate against any participant in violation of any applicable Federal, State or Municipal laws on the basis of sex, race, religion, national origin, disability or veteran status, or other protected classification. Each party shall maintain a sexual harassment policy and a Drug Free Workplace policy in compliance with applicable law.
- G. Relationships Between Facility, College and Students.

- 1. Independent Entities. This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor shall it authorize either party to act as an agent for, or bind the other party in any manner. Facility and College shall be and remain independent entities with respect to the performance of their respective duties and obligations hereunder. There will be no payment of charges or fees between College and Facility nor provision of employee benefits between the parties.
- 2. Students. The parties acknowledge that the Students of the College are fulfilling specific requirements for their educational or clinical experience as part of a degree and therefore, the Students of the College are not to be considered employees of either the College or the Facility, regardless of the nature or extent of the acts performed by them, for the purposes of Worker's Compensation, employee pay or benefit programs, or any other purpose. The Facility shall not pay any remuneration or wages to any Student.

H. Right to Withdraw Student from Program.

- 1. By College. College may withdraw a Student from the program at any time, upon written notice to the Facility.
- 2. By Facility. Facility will have the right to take immediate temporary action to correct a situation where a Student's actions endanger patient care or where, in the sole discretion of the Facility the Student's work, conduct, or health is deemed detrimental to patients or others. Within 48 hours thereafter, Facility will notify the College of the action taken. All final resolutions of the Student's academic status in such situations will be made solely by the College after reviewing the matter and considering whatever factual information the Facility provides for the College; however, Facility reserves the right to terminate the use of its facilities by a particular Student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

- I. Inspection of Records. If required by law, College, Facility, third party payors, the Secretary of Health and Human Services, and the Comptroller General, and their authorized representatives, shall have access to all data and records relating to the nature and extent of costs and services provided under this Agreement for a period of four (4) years after the furnishing of such services, or for such other period of time as may be required by law.

II. College Responsibilities

- A. College will provide the names and information pertaining to relevant education and training for all Students enrolled in the clinical education program within a reasonable time before the beginning date of the clinical education program. College is responsible for supplying any additional information required by Facility as set forth in this Agreement, prior to the arrival of Students. College will notify Facility in writing of any change or proposed change in a Student's status.
- B. College will assign only those Students who have satisfactorily completed those portions of College curriculum that are prerequisite to Program participation.
- C. College shall advise each affiliating Student of the need to obtain criminal background and child abuse clearance checks prior to assignment to the Facility, and the Student will provide verification of those checks to Facility.
- D. Liability Insurance. College shall, at all times during the term of this Agreement, maintain the following insurance coverage for *its Students* participating in the clinical learning experience to maintain and provide evidence of the following insurance coverage:
1. Professional liability insurance coverage, with a minimum of Two Million Dollars (\$2,000,000.00) each occurrence, and a minimum of Five Million Dollars (\$5,000,000.00) in the annual aggregate, applying to professional acts and services as defined and required by this Agreement; and

If College personnel will be on-site at Facility's premises, then College shall at all times during the term of this Agreement, maintain the following insurance coverage for itself and its employees and agents:

1. Professional liability insurance coverage, with a minimum of Two Million Dollars (\$2,000,000.00) each occurrence, and a minimum of Five Million Dollars (\$5,000,000.00) in the annual aggregate, applying to professional acts and services as defined and required by this Agreement;
2. Commercial general liability insurance coverage, naming Facility as additional insured, with a minimum of Two Million Dollars (\$2,000,000.00) each occurrence, and Five Million Dollars (\$5,000,000.00) in the annual aggregate, applying to bodily injury, property damage, and liability assumed under any contract. General liability insurance coverage may be satisfied by a combination of primary and excess or umbrella coverage;

3. Workers' Compensation and employer's liability for College's legal and statutory obligations as required by the laws of the jurisdiction in which the services are performed, and College shall waive its right of subrogation; and
4. Auto Liability insurance covering all College owned, hired, and non-owned vehicles with a minimum of One Million Dollars (\$1,000,000.00) combined single limit.

All the above coverage amounts in this Section D. shall be the actual indemnity coverage limit and shall not be reduced by any expense or costs of litigation including attorney's fees. In the event that such insurance is purchased on a "claims-made" basis, upon termination of this Agreement, College shall either purchase extended reporting period endorsement ("tail") insurance coverage or continue the claims made policy for services rendered during the term of this Agreement in an amount equal to and otherwise upon the same terms identified herein.

College shall provide Facility with Certificates of Insurance, evidencing the insurance coverages listed above, ten (10) days prior to the start of this Agreement and thereafter upon renewal or replacement of each coverage. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to Facility. Facility shall have the right to terminate this Agreement upon written notice to College for any breach of this section.

Failure of Facility to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Facility to identify a deficiency from evidence that is provided shall not be construed as a waiver of College's obligation to maintain such insurance.

E. Representations and Warranties.

1. College represents that each person performing the services under this Agreement (1) has been educated and trained consistent with applicable regulatory requirements and Facility policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as contemplated herein; and (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by Facility. If College's personnel will be on site at Facility's premises, then College additionally represents that it evaluates each Student's performance and each person performing services under this Agreement (1) has been oriented to Facility policies and procedures; (2) has advised each Student that they must provide proof of immunizations directly to the Facility; (3) has informed each Student of the requirement to complete criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law. College shall, or shall require participating Students to, provide Facility with evidence of compliance with this paragraph upon request.
2. College also represents and warrants to Facility that neither College nor, to the best of College's information and belief, any person providing services on behalf of College is a "Sanctioned Provider" meaning that neither College nor such representatives (i) is currently excluded, debarred, or otherwise ineligible to participate in the Federal health

care programs, including but not limited to Medicare, Medicaid or TRICARE, as defined in 42 USC § 1320a-7b(f) (the “Federal health care programs”); (ii) is convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is under investigation or otherwise aware of any circumstances which may result in College or any person providing services on behalf of College being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term and College shall immediately notify Facility of any change in the status of the representation and warranty set forth in this Section. Any breach in this representation shall be cause for Facility to terminate this Agreement immediately.

- F. Confidentiality of Patient Information (HIPAA Requirements). College shall inform its Students, faculty members, and staff members of the obligation to protect to the fullest extent required by law the confidentiality of any patient information generated or received by them in connection with their clinical experience, including those laws and regulations governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164.
1. College shall require each Student, faculty member, and staff member who participates in the program to sign a patient confidentiality agreement which the Facility will provide.
 - 2.
 3. College agrees that, if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law.
 4. College’s obligation to maintain the confidentiality of Facility patient information shall survive termination of this Agreement.
 5. Solely for the purpose of defining the Student’s role in relation to the use and disclosure of Facility’s protected health information, such Students are defined as members of the Facility’s workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such Students are not and shall not be considered to be employees of the Facility. College will notify each Student of his or her status and responsibilities pursuant to this Agreement.
- G. Confidentiality of Facility Information. College understands and agrees that in connection with this Agreement, College and its Students may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with Facility, and which may cause Facility to suffer competitively or economically if such information becomes known to persons outside of Facility. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include, but not be limited to Facility’s business and business development plans, patient or supplier lists. Consequently,

except as provided in this paragraph or otherwise required by law, College agrees not to directly or indirectly use or disclose to any individual or entity any Confidential Facility information at any time. If required by College's duties under this Agreement and with the consent of Facility, College may disclose information relating to the operations of the Facility to members of the medical staff, state licensing agencies and the Joint Commission. College will not disclose information relating to the operations of the Facility to third-party reimbursement agencies (whether public or private) unless disclosure is required by this Agreement, applicable statutes or regulations, or the terms of applicable agreements for reimbursement.

The foregoing restrictions on use and disclosure of Confidential information do not apply to information (i) that is required to be disclosed by law, regulation, or court or governmental order, (ii) that is or becomes publicly known other than as a result of a violation of this Section II G, (iii) that is known by a party prior to receipt of the information from the other party as clearly evidenced by such party's books and records, (iv) that is lawfully received by a party from a party not under a non-disclosure obligation with respect to such information, or (v) that is independently developed by a party without reliance on the confidential information received as clearly evidenced by such party's books and records.

- H. Publications. College will prohibit the publication by the Students, faculty or staff members of any material relative to educational experience that has not been reviewed by the Facility, in order to assure that infringement of patient's rights to privacy is avoided. Any article written by a Student must clearly reflect that neither the College nor Facility endorses the article, even where a review has been made prior to publication.
- I. Health Requirements. College shall advise each affiliating Student that they must receive and provide evidence of having received any immunizations and testing, or provide any records regarding relevant health conditions that may be required by Facility. College and the affiliating Student shall, to the extent of their respective knowledge, inform Facility of any special health problems or requirements any assigned Student may have. College and/or potentially exposed Student/faculty shall be responsible for further recommended testing or follow up. Student is further required to obtain and continue personal Health Insurance, at his/her own expense throughout the term of his/her participation in the Program.
- J. Facility Policies, Rules, and Regulations. College shall ensure that all Students and faculty members shall be familiar with and comply with the Facility's applicable rules, regulations, and policies. College will specifically cover with each Student his or her responsibility to:
 - 1. Observe and respect all patient's rights, confidences, and dignity:
 - 2. Dress in appropriate attire for the clinical experience as established by the Facility, including name tags, if required: and
 - 3. Acknowledge that Facility will not be responsible for providing Students with health care, worker's compensation, or other benefits. Further, Students are required to obtain personal Health Insurance benefits for the duration of their participation in the Program

at their own cost. In the event of an emergency, Facility agrees to provide Students with first aid emergency care, which expense shall be that of Students, not Facility or College.

- K. Indemnification. Responsibility. University and Facility each agree to be responsible for the acts or omissions of their respective employees, contractors and agents in the performance of this Agreement, including responsibility for the acts or omissions of the Students in the case of College. Each Party agrees to hold harmless and indemnify the other Party, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against a Party, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of the other Party, its officers, agents or employees, under this Agreement.
- L. Vaccination Status. College agrees that (a) College, Students, and/or any personnel employed by or contracted with College that will be on site at Facility under this Agreement ("College Personnel") shall be fully vaccinated or have been approved for an exemption under College's exemption policy provided that such exemption is consistent with exemptions permitted under the Centers for Medicare and Medicaid Services Interim Final Rule for Healthcare Staff Vaccination, effective as of November 5, 2021;

III. Facility Responsibilities

- A. Patient Care. The Facility shall sole retain responsibility for patient care and Students shall not be used to replace Facility employees providing care.
- B. Premises and Equipment. Facility will make available to Students basic supplies and equipment necessary for care of patients or clients and the clinical education program. Within the limitation of facilities, Facility will make available office, library and conference space for Students, if applicable.
- C. Staff Supervision. The Facility shall provide staff supervision, in conjunction with the faculty from College, for the Students in the program.
- D. Orientation. The Facility shall provide Students with training or appropriate written orientation materials to assist Students in the clinical educational experience at Facility.
- E. Student/Faculty Evaluation. Facility will evaluate the performance of the Student on a regular basis using the evaluation form supplied by the College. College shall remains solely responsible for the assignment of final grades and academic credit.
- F. Emergency Services. On any day when a Student is participating in the clinical education program at its facilities, Facility will provide to such Student necessary emergency health care or first aid for accidents occurring in its facilities. The Student will be responsible for the costs of all care.

- G. Liability Insurance. Facility shall, at all times during the term of this Agreement, maintain general liability insurance and professional liability insurance covering its employees and agents. Each insurance coverage shall carry limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence or claim and Five Million Dollars (\$5,000,000.00) in the annual aggregate. At University's request, Facility shall provide University with a certificate or certificates of insurance evidencing the above-required insurance coverages. Facility shall be permitted to maintain a program of insurance, self-insurance, captive insurance, or any combination thereof to comply with the insurance requirements within this Agreement.

Failure of College to demand such certificate or other evidence of full compliance with these insurance requirements or failure of College to identify a deficiency from evidence that is provided shall not be construed as a waiver of Facility's obligation to maintain such insurance.

IV. Terms of Agreement

- A. This Agreement shall commence upon full execution of the parties and shall remain effective for a term of three (3) years. Provided, however, that the authorized agent of either party may terminate this contract upon thirty (30) days written notice at any time and for any reason.
- B. It is understood and agreed that the parties to this agreement may revise or modify this Agreement by written amendment of the authorized agents when both parties agree to such amendment.
- C. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement.

V. Miscellaneous

- A. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.
- B. Construction. The parties acknowledge that each party hereto has contributed to the drafting of this Agreement and that the rule of construction that an instrument shall be construed against the drafting party shall have no application to this Agreement.
- C. Notice. All notices, demands, requests, or other communications required to be given or sent by College or Facility, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

1. To College:

Triton College
2000 North Fifth Avenue
River Grove, Illinois 60171
Dean of Health Careers and Public Service Programs
Facsimile: (708)779-4902

With a copy to:

Sarie Winner
Winner Law
2344 W Melrose St.
Chicago, IL 60618

2. To Facility:

- D. Assignment. This Agreement or any obligations thereunder shall not be subcontracted or assigned except to an affiliate or purchaser of Facility.
- E. Governing Law. This Agreement shall be construed in accordance with the laws of the state of Illinois. All disputes shall be resolved in the Circuit Court of Cook County.
- F. Entire Agreement/Merger. This Agreement sets forth the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, between the parties with respect to the subject matter of this Agreement.
- G. Amendment. No amendment to the Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.
- H. Captions. All heading or captions used in this Agreement are for ease of reference and will not alter or affect the meaning of any provision of this Agreement.
- I. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement. Scanned, photocopied and facsimile signatures shall be deemed original signatures.
- J. No Right of Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors, legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provisions give any third person any right

of subrogation or action over or against any party to this Agreement. Students described herein are specifically defined as and considered as third parties to this Agreement.

- K. Waiver. Neither the waiver by any of the parties hereto a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

IN WITNESS WHEREOF, the parties hereunto set their hands, the day and year first above written.

Facility

College

By: _____

By: _____

Name: _____

Name: Mark R. Stephens

Title: Chief Executive Officer

Title: Board Chairman

Date: _____

Date: _____

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

Meeting of August 26, 2025

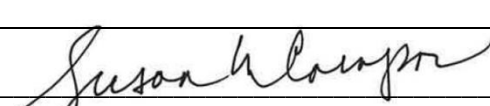
ACTION EXHIBIT NO. 17267

**SUBJECT: AMENDMENT TO AGREEMENT WITH NORTHWESTERN MEDICINE
DELNOR HOSPITAL**

RECOMMENDATION: That the Board of Trustees approve a First Amendment to Master Affiliation Agreement (BOT approved 6-1-23) for Diagnostic Medical Sonography & Ophthalmic Technician with Northwestern Medicine Delnor Hospital, formerly known as Northwestern Memorial Healthcare. This Amendment shall commence on August 27, 2025, and terminate on June 30, 2026. Unless otherwise amended, the Amendment shall remain in full force and effect pursuant to the terms therein. To the extent there is any conflict between this Amendment and the Agreement, this Amendment shall control. There is no cost to the college for this Amendment.

RATIONALE: This Amendment will enable students in Triton College's Diagnostic Medical Sonography & Ophthalmic programs to participate in clinical education experiences at Northwestern Medicine Delnor Hospital.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes ☒ No ☐

FIRST AMENDMENT TO THE
EDUCATIONAL AFFILIATION AGREEMENT

THIS FIRST AMENDMENT (this “**Amendment**”) is made as of August 27, 2025, by and between the undersigned affiliated clinical entities (collectively, “**NM FACILITIES**”) of **NORTHWESTERN MEMORIAL HEALTHCARE** (“**NMHC**”) and **COMMUNITY COLLEGE DISTRICT 504, commonly known as TRITON COLLEGE** (“**SCHOOL**”) (individually, a “**Party**” and collectively, the “**Parties**”) and amends the Educational Affiliation Agreement (the “**Agreement**”) dated July 1, 2023, by and between the Parties.

WHEREAS, the original Parties to the Agreement, as amended, wish to continue to participate in the Agreement;

WHEREAS, additional affiliates of NMHC desire to partner with SCHOOL in providing practical learning and clinical experiences for nursing and other allied health professional education programs;

WHEREAS, the signatories to this Amendment constitute the participating NM FACILITIES to the Agreement (without additional signature on the Amendment), SCHOOL, and the additional NM FACILITIES, and

WHEREAS, after execution of this Amendment, the Parties to the Agreement shall include SCHOOL and all participating NM FACILITIES that signed either the Agreement, this Amendment, and any future written Amendments between the Parties;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Additional NM FACILITIES. Northwestern Medicine Delnor Hospital (“**Delnor**”) and Northwestern Medical Group (“**NMG**”) desire to partner with SCHOOL, and SCHOOL desires to partner with Delnor and NMG under the terms of the Agreement previously agreed upon by School and NMHC.
2. Remainder of the Agreement. Except as amended or modified by this Amendment, all other terms of the Agreement remain in full force and effect. If there is any discrepancy between a term as modified by this Amendment and the remaining terms of the Agreement, the resolution of the discrepancy shall be controlled by the terms of this Amendment.
3. Effective Date. This Amendment is effective **August 27, 2025** and shall remain in effect as set forth pursuant to the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment.

ADDITIONAL NM FACILITY:

**NORTHWESTERN MEDICINE DELNOR
HOSPITAL**

By: _____

Name: Gina Reid-Tinio, PhD, MS, MPH, NPD-BC

Its: Vice President, CNE

NORTHWESTERN MEDICAL GROUP

By: _____

Name: Lisa M. Williams, MS, APN-CNS, AARC�N

Its: Director, Professional Practice & Development

SCHOOL:

TRITON COLLEGE

By: _____

Name: Mark R. Stephens

Its: Board Chairman

By: _____

Name: _____

Its: _____

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

Meeting of August 26, 2025

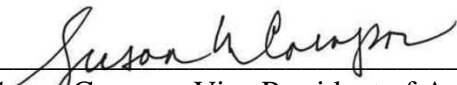
ACTION EXHIBIT NO. 17268

SUBJECT: PROGRAM MEMORANDUM WITH ENDEAVOR HEALTH CLINICAL OPERATIONS

RECOMMENDATION: That the Board of Trustees approve a Program Memorandum with Endeavor Health Clinical Operations, formerly known as Northshore University Health System. This Program Memorandum, which specifically covers the Surgical Technology Program, is considered part of the current Master Affiliation Agreement between Triton and Northshore University Health System. This Program Memorandum may be terminated at any time by either party upon thirty (30) days advanced written notice. Termination of this Program Memorandum shall not automatically terminate or otherwise affect this Master Affiliation Agreement. Any student performing pursuant to the Master Affiliation Agreement and this Program Memorandum shall be permitted to complete the educational experience in which they are already performing under the terms and conditions stated in the Program Memorandum and the Master Affiliation Agreement. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Surgical Technology Program to participate in clinical education experiences at Endeavor Health Clinical Operations.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes ☒ No ☐

PROGRAM MEMORANDUM

This Program Memorandum is entered into this 26th day of August, 2025 between: Community College District 504, commonly known as TRITON COLLEGE (“SCHOOL”) and ENDEAVOR HEALTH CLINICAL OPERATIONS f/k/a NORTSHORE UNIVERSITY HEALTHSYSTEM, including its wholly owned subsidiaries, (“HOSPITAL”).

This Program Memorandum, which covers *Surgical Technology Program*, is made a part of the latest Master Affiliation Agreement between SCHOOL and HOSPITAL.

1. HOSPITAL agrees to participate as a fieldwork site to enable students to obtain practical training and experience in *Surgical Technology Program*, and to provide the equipment, facilities and supplies which are necessary to achieve the educational objectives of the program.
2. SCHOOL and HOSPITAL will each designate a faculty member to coordinate and act as liaison person. Individual assignments to be undertaken by participating students will be mutually arranged, and a continuous exchange of information will be maintained by onsite visits when practical and in writing or by telephone in other instances.
3. At least one semester prior to the field assignment, the determination of the number of students shall be a joint decision between SCHOOL and HOSPITAL based on staff and space available, and eligible students enrolled in the program.
4. While in HOSPITAL, students will have the status of trainees and are not to render patient care and/or services except as identified for educational value. Any such direct contact between a student and a patient shall be under the direct supervision of a qualified member of the HOSPITAL staff. HOSPITAL shall, at all times, be solely responsible for patient care and all treatment decisions.
5. The fieldwork educational program will provide the *Surgical Technology Program*, student with the opportunity to develop increased knowledge and skill in:
 - Under direct supervision, at the assigned clinical site, the student will perform nonsterile and sterile surgical case management duties
6. Regular communication will be jointly maintained for the purpose of reviewing and evaluating individual student performance. Students shall be evaluated using The School’s Field Evaluation guidelines. SCHOOL shall maintain sole discretion in the determination of all grades, credit, and other metrics of evaluation for all participating students.

7. The clinical experiences offered to students in the program in *Surgical Technology Program*, will be evaluated on a regular basis by the SCHOOL and HOSPITAL. This Program Memorandum will remain in effect for each subsequent academic year unless terminated as set forth herein, or in accordance with the Master Affiliation Agreement.
8. This Program Memorandum may be terminated at any time by either party upon thirty (30) days' advanced written notice. Termination of this Program Memorandum shall not automatically terminate or otherwise effect this Master Affiliation Agreement or any other Program Memoranda which may be in place between the Parties. Any Student performing pursuant to the Master Affiliation Agreement and this Program Memorandum at the time of the termination of this Program Memorandum shall be permitted to complete the education experience in which they are already performing under the terms and conditions stated herein, and pursuant to the Master Affiliation Agreement.
9. HOSPITAL shall make all orientation, online learning, and all HOSPITAL policies and procedures available to students prior to the onset of any clinical placement or rotation.
10. Any notice or communication required by this Agreement shall be in writing and shall be given and deemed to have been given if (a) hand delivered; or (b) sent via overnight delivery; or (c) sent via facsimile; or (d) sent via electronic mail addressed as follows:

Notice to SCHOOL shall be sent to:

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

With a copy to:

Winner Law____
2344 W Melrose St.
Chicago, IL 60618

Notice to HOSPITAL shall be sent to:

Arcia Moss, MBA, CSA, SA-C
Director Perioperative Services
Swedish Hospital
AMoss@schosp.org

11. All matters not specifically set forth or established in this Program Memorandum shall be governed by the terms and conditions of the Master Affiliation Agreement. In the event of a conflict between this Program Memorandum and the Master Affiliation Agreement, this Program Memorandum shall prevail.

Signatures appear on the following page

Community College District 504

**ENDEAVOR HEALTH CLINICAL
OPERATIONS f/k/a NORTHSORE
UNIVERSITY HEALTHSYSTEM**

Mark R. Stephens, Board Chairman

**Jonathan Lind, FACHE
President**

Date

Date

Tracy Jennings, Secretary

**Kathy Donofrio DNP, MBA, RN, NEA-BC
Chief Nursing Officer**

Date

Date

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

Meeting of August 26, 2025

ACTION EXHIBIT NO. 17269

SUBJECT: MICROSOFT CONSOLIDATED CAMPUS AGREEMENT WITH CDW-G

RECOMMENDATION: That the Board of Trustees approve a one-year renewal with CDW-G. This Agreement will provide Microsoft software products for all Triton owned or leased PC's. The term of this Agreement will run from September 1, 2025 through August 31, 2026. The dates are aligned with the Microsoft "academic year". The annual cost of the renewal will be \$141,495.95.

RATIONALE: This one-year Agreement will provide Triton with a variety of Microsoft licenses. Microsoft has authorized CDW-G and the Illinois Community College System Procurement Consortium (ICCSPC) the ability to offer Illinois community colleges a consolidated Microsoft Campus Agreement. This Agreement allows Triton to receive "Level B" pricing, which is the best pricing available from Microsoft. Purchase of data processing software is exempt from bidding by state statute (110 ILCS 805/3-27.1(f)).

Submitted to Board by:

Sean Sullivan

Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes ☐ No ☒



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Services

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QUOTE CONFIRMATION

MICHAEL GARRITY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PMSR577	7/14/2025	P0034568	0334944	\$141,495.95

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Windows Server - External Connector License & Software Assurance Mfg. Part#: R39-00374 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: MARKET	1	2379801	\$182.21	\$182.21
Microsoft Windows Server Datacenter Edition - license & software assurance Mfg. Part#: 9EA-00039 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: MARKET	110	4325198	\$44.41	\$4,885.10
Microsoft 365 A3 - subscription license - 1 user Mfg. Part#: AAD-38397-A-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Standard Pricing	42000	5419375	\$0.00	\$0.00
Microsoft SQL Server Enterprise Core Edition License & Software Assurance Mfg. Part#: 7JQ-00341 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: MARKET	8	2670095	\$1,361.58	\$10,892.64
Microsoft SQL Server Standard Core Edition License & Software Assurance Mfg. Part#: 7NQ-00302 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: MARKET	15	2670099	\$355.10	\$5,326.50
Microsoft 365 A5 Security - subscription license - 1 user Mfg. Part#: PYQ-00001-12MO	1150	5809870	\$41.00	\$47,150.00

QUOTE DETAILS (CONT.)

Electronic distribution - NO MEDIA

Contract: MARKET

[Microsoft 365 A5 Security - subscription license - 1 user](#)

42000

5955291

\$0.00

\$0.00

Mfg. Part#: PYQ-00002-A-1mo

Electronic distribution - NO MEDIA

Contract: MARKET

[Microsoft 365 A3 - subscription license - 1 user](#)

1150

5419407

\$63.53

\$73,059.50

Mfg. Part#: AAD-38391-12mo

UNSPSC: 43231513

Electronic distribution - NO MEDIA

Contract: MARKET

SUBTOTAL \$141,495.95**SHIPPING** \$0.00**SALES TAX** \$0.00**GRAND TOTAL** **\$141,495.95****PURCHASER BILLING INFO****Billing Address:**TRITON COLLEGE
ACCTS PAYABLE
2000 5TH AVE
RIVER GROVE, IL 60171-1995
Phone: (708) 456-0300**Payment Terms:** NET 30 Days-Govt/Ed**DELIVER TO****Shipping Address:**TRITON COLLEGE
MICHAEL GARRITY
2000 5TH AVE
RIVER GROVE, IL 60171-1995
Phone: (708) 456-0300**Shipping Method:** ELECTRONIC DISTRIBUTION**Please remit payments to:**CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515**Sales Contact Info****Josh McCray** | (866) 251-8602 | josh.mccray@cdwg.com**LEASE OPTIONS**

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$141,495.95	\$4,004.34/Month	\$141,495.95	\$4,604.28/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners.

Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration.

Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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For more information, contact a CDW account manager.

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

Meeting of August 26, 2025

ACTION EXHIBIT NO. 17270

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

RECOMMENDATION: That the Board of Trustees approve the following Closed Session Minutes: 4/22/25 and 5/20/25, and authorize release of the Closed Session Minutes of the same dates. Closed Session Minutes of 1/28/25, 2/18/25, 3/5/25 (special meeting), and 3/20/25 (special meeting) involve matters requiring continued confidentiality and shall remain closed. No closed session meetings were held on 3/25/25 and 6/17/25.

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

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes ☐ No ☒

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

Meeting of August 26, 2025

ACTION EXHIBIT NO. 17271

SUBJECT: DESTRUCTION OF CLOSED SESSION VERBATIM RECORDINGS

RECOMMENDATION: That the Board of Trustees approve the destruction of two (2) verbatim recordings of the Closed Session of the Board of Trustees made on 9/26/23 and 11/28/23 in accordance with Illinois law. No closed session meetings were held on 7/18/23, 8/22/23, 10/17/23, and 12/19/23.

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

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes ☐ No ☒

TRITON COLLEGE, District 504
Board of Trustees

Meeting of August 26, 2025

ACTION EXHIBIT NO. 17272

SUBJECT: 2025-2030 PARTNERSHIP WITH ROMANO ORTHOPEDICS

RECOMMENDATION: That the Board of Trustees approve a five-year Partnership with Romano Orthopedics, effective 9/1/25 through 8/31/30, to provide Triton Student Athletes access to athletic health-related services, including but not limited to: Annual preseason range of motion evaluations; Annual required athletic physical examinations; On-site presentations to student athletes regarding physical and mental wellbeing; Monthly on-campus evaluations of injury with appropriate treatment recommended or referred; and immediate access to orthopedic care for student-athletes, as needed. Following the initial five-year term, the Agreement will automatically renew on an annual basis. This Agreement may be terminated by either party at any time, including during the initial five-year term, with 60 days written notice to the other party. In the event of termination, any athlete actively receiving care may continue treatment at their discretion. In recognition of this Partnership, the college agrees to display a 2' x 4' Romano Orthopedics banner in each of the two on-campus athletic training rooms, and to make pre-approved public recognition announcements at the mid-point of all Triton on-campus athletic contests. All services provided under this Agreement will be at no cost to Triton College or its student athletes.

RATIONALE: Led by Dr. Victor Romano, the Romano Orthopedics Center, River Forest, IL has served the orthopedic needs of the Triton College District for over 20 years. The Romano physicians and support staff will provide Triton Athletics with an in-district Athletics Physician. In addition, the Romano staff will be on-site for select home athletic events during the appropriate sports seasons. This Partnership will allow our on-campus athletic training staff a specific location to which they can refer student athletes for follow-up evaluations and/or treatment, as appropriate.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes ☒ No ☐

**Partnership Agreement between
Community College District 504
and
Romano Orthopedic Center**

This Partnership Agreement concerning the designation of a primary medical provider for the Athletic Department of Community College District 504, Triton College, ("Agreement") is entered into as of August 26, 2025, by and between the Board of Trustees of Community College District 504, Cook County, Illinois, commonly known as Triton College ("Triton") and Romano Orthopedic Center, 7411 Lake St. #2110, River Forest, IL ("Romano") (collectively, the "Parties").

RECITALS

WHEREAS, Triton is a member of the National Junior College Athletic Association and fields eleven intercollegiate sports teams for both men and women; and

WHEREAS, Triton seeks to provide all athletes with the ability to access both preventative and responsive medical care as necessary and appropriate for collegiate athletes; and

WHEREAS, Romano is an orthopedic medical provider and is willing and able to serve the needs of Triton's athletes; and

WHEREAS, the parties seek to enter into a five (5) year Partnership Agreement to designate Romano as the official medical provider to Triton athletes under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. INCORPORATION OF PREAMBLE RECITALS.

The above preamble recitals shall be considered a part of this Agreement and shall be binding upon the Parties hereto.

2. SERVICES PROVIDED.

Romano shall provide the following services to all Triton athletes, for no cost to Triton or to Triton athletes.

- a. Once per Fall and Spring semester, provide an opportunity for any Triton athlete to obtain an athletics physical examination at Triton's campus;
- b. On-site presentations to Triton Athletes on topics addressing physical and mental wellbeing;
- c. Coordinate with the Athletic Director to provide at least one on-campus opportunity per month for physical examination of any injuries or areas of the athletes' concern;
- d. Provide appropriate treatment or referral to an appropriate service or physician;
- e. Provide priority scheduling and access to orthopedic care for Triton student athletes.

Any medical care that may be required as a result of or beyond the scope of the above services shall be determined between the student and Romano and shall be submitted for health insurance coverage, as appropriate.

3. TERM AND TERMINATION.

The initial term of this Partnership Agreement shall be for five (5) years, from September 1, 2025 through August 31, 2030 (the "initial term"). Following the initial term, the Parties may agree to renew the Agreement for one (1) year terms under the terms and conditions stated herein.

Either party may terminate this Agreement, without cause, by providing 60 days advance notice in writing to the authorized agent of the receiving Party. In the event a student athlete is under the care of Romano at the time of termination, the student and Romano may agree to continue the course of care at the student's sole discretion and responsibility for any costs or expenses.

4. SHARED RESPONSIBILITIES.

Romano and the Triton Athletic Director shall regularly communicate regarding the needs of all Triton athletes, including providing documentation of all services provided in Section 2 above.

Triton shall maintain the confidentiality of all medical information provided by Romano and shall only further disclose such information with the express permission of the student athlete.

5. PARTNERSHIP RECOGNITION.

- a. Triton shall display a 2' x 4' Romano Orthopedics banner in both on-campus trainer treatment rooms.
- b. At the mid-point of all home Triton athletic contests, Triton will select from and announce one of the statements below. Triton shall maintain sole discretion in determining which announcement is selected.

Option 1: "Triton College would like to thank our team physicians, Dr. Victor Romano and Dr. Song of Romano Orthopedic Center, for their outstanding care and commitment to our athletes."

Option 2: "A special recognition to our team physicians, Dr. Romano and Dr. Song, from Romano Orthopedic Center. Their expertise helps keep Triton athletes performing at their best."

Option 3: "We are proud to have Dr. Victor Romano and Dr. Song of Romano Orthopedic Center serving as our team physicians. For all your orthopedic needs, you can count on Romano Orthopedic Center—where every patient is treated like family."

Option 4: "Tonight's game is supported by our team physicians, Dr. Romano and Dr. Song of Romano Orthopedic Center. Visit Romano Orthopedic Center for expert orthopedic care close to home."

6. GENERAL TERMS AND CONDITIONS.

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

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

- b. Romano shall procure and maintain at all times during this Agreement, insurance through an insurance company or companies licensed to conduct business in Illinois with coverage and limits as follows:

<u>Type</u>	<u>Limits</u>
Commercial General Liability	
Per Occurrence:	\$2,000,000
Aggregate:	\$5,000,000
Professional Liability	
Per Occurrence:	\$2,000,000
Aggregate:	\$5,000,000
Workers' Compensation:	Statutory Minimum
Umbrella / Excess:	\$2,000,000 aggregate

Romano shall provide Triton with a certificate of insurance stating the above referenced limits and naming Triton as an additional insured for all events arising from or related to this Agreement and the related treatment of Triton athletes.

- c. Each Party shall provide the other parties with a certificate of insurance stating the above referenced limits and naming the other parties as additional insured for all events arising from or related to this Agreement.
- d. Romano assumes full responsibility for the payment of all federal, state and local taxes incurred by Romano as a result of this Agreement.
- e. This Agreement is executed by an authorized representative of Triton in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- f. Romano represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations.
- g. In no event shall either Party be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings.
- h. Romano shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Romano certifies that it is an equal opportunity employer, maintains a written sexual harassment policy, and a Drug Free Workplace in compliance with applicable law.

- i. All notices shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, as follows:

Romano Orthopedic Center:

Dr. Victor Romano
7411 Lake Street, #2110
River Forest, IL 60305
Oak Park, IL 60302
Tel: (708) 848-4662

With a Copy to:

Community College District 504, Triton College:

Mr. Sean Sullivan
Vice President, Business Services
2000 Fifth Avenue
River Grove, IL 60171
Tel: (708) 456-0300

With a Copy to:

Sarie Winner
Winner Law
2344 W. Melrose
Chicago, IL 60618

- j. None of the terms and conditions stated herein shall be deemed to create an employment relationship between the Parties. Romano employees providing services to Triton shall not be deemed employees or contractors of Triton and shall not be entitled to any benefits of Triton employment, including Worker's Compensation, professional liability insurance, or the accrual of tenure. Each party remains solely responsible for the supervision of their employees participating in this Agreement.
- k. This Agreement is not transferable or assignable by the parties. There are no third-party beneficiaries to this Agreement.
- l. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois regardless of any conflict of laws provision. All disputes arising out of this Agreement, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement on or before, August 26, 2025.

Romano Orthopedic Center:

By: _____

Date: _____

Community College District 504, Triton College:

By: _____

Mark R. Stephens, Chairman

Date: _____

TRITON COLLEGE
DISTRICT #504

SCHEDULE B48.01
VOLUME XLVIII
August 26, 2025

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. Fifteen (15) companies were directly solicited. Immediately after the closing hour for receiving bids which was 1:30 p.m., local time, Tuesday, June 24, 2025, the bids were publicly opened and read aloud in room A 300 by Danielle Stephens, Business Specialist and witnessed by Belen Hernandez, Purchasing Assistant.

COMPANY	NET COST
Gourmet Gorilla 1200 W Cermak Rd Chicago, IL 60608	\$48,267.60 (estimated for one year)

It is recommended that the Board of Trustees accept the proposal submitted by Gourmet Gorilla in accordance with their low specified bid. 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	05-60300510-530900010
A/C Name	CDC Other Contractual
Budget Projection	\$72,000.00
Prev. Expend.	\$4,800.00
Schedule	\$48,267.60
Balance	\$18,932.40

MEMORANDUM

TO: Sean Sullivan
Vice President of Business Services

FROM: Danielle Stephens
Purchasing Manager

DATE: July 16, 2025

RE: Catering Services for FY2026

Based on the bid received, I recommend that we select Gourmet Gorilla to provide food service for the Triton College Child Development Center.

Gourmet Gorilla meets all State of Illinois requirements for providing appropriate and nutritious meals for young children. In addition, we are pleased with the quality and variety of the meals they offer, which align well with the needs of our program and the families we serve.

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

Insurance

Contractor shall maintain liability insurance in minimum limits of \$2,000,000 per occurrence and \$5,000,000 in the aggregate and shall name Triton College, its officers, agents, trustees and employees as additional insureds.

Term

Contract to commence July 1, 2025 to June 30, 2026 with an option to renew annually if equally agreed upon by both parties and pricing from bid remains the same.

Notes to Bidders

- Triton College, Community College District 504 is a local unit of Government, 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.

Triton College	
Catering Services – Child Development Center	
Bid Tabulation	
June 24, 2025 at 1:30 pm	
Vendor	Total Annual Cost
Delicious Unlimited Holdings	\$50,775.52
Gourmet Gorilla	\$48,267.60

Ceres Food Group
5150 N Northwest Hwy
Chicago, IL 60630

Delicious Unlimited
4005 Porett Dr
Gurnee, IL 60031

Mrs C's Catering
9911 Woods Dr
Skokie, IL 60077

Ace Coffee Bar
601 E Lake St
Streamwood, IL 60107

FanFares Catering
742 E 95th St
Chicago, IL 60619

Dee's Catering
1517 Bourbon Parkway
Streamwood, IL 60171

A.H. Management Group
1151 Rohlwing Rd
Rowling Meadows, IL 60008

Childeats
577 Waukegan Rd
Northbrook, IL 60062

Food2you
627 N Albany Ave
Chicago, IL 60612

Healthy Organic Kids
1334 N Cicero Ave
Chicago, IL 60651

Green Monkey Catering
1142 W Madison St
Chicago, IL 60607

Gourmet Gorilla
1074 W Taylor, 126
Chicago, IL 60607

Frato's Personal Chef Catering
628 S Roselle Rd
Schaumburg, IL 60193

Kiddos Catering
1640 N Milwaukee Ave
Vernon Hills, IL 60061

Taste for Kids
1301 N Clavey Rd
Highland Park, IL 60035



Agreement Between Triton College and Independent Contractor

Start date: August 27, 2025
Maximum value: \$ 48,267.60

This Agreement made this 26 day of August, 2025, between Community College District No. 504 (hereinafter referred to as "Triton College"), located at 2000 Fifth Ave., River Grove, Ill. 60171 and Independent Contractor Gourmet Gorilla, Inc. (hereinafter referred to as "Independent Contractor"), located at 1074 W. Taylor Street, Box 126, Chicago IL 60607

In consideration of the mutual promises of the parties hereinafter specified, it is agreed by the parties as follows:

- Independent Contractor shall perform the following services under this Agreement: Child care center meal service provider
- The location of the services to be performed shall be at the Triton College Campus, G Building (building and room number), 2000 Fifth Ave., River Grove, Ill.; or off-campus location, _____
- Independent Contractor shall perform the services on: date(s) 8/27/25 to 6/30/26 and time(s) _____ AM to _____ AM
- Triton College agrees to pay to Independent Contractor the amount of \$ 2.85/meal which shall be paid within 60* days of receipt of accurate and detailed invoices of all work performed, with a narrative of work completed as requested. Invoices shall be submitted within 10 college business days from the latest date specified in paragraph three (3) above. Failure to submit proper or accurate invoices will delay the issuance of payment. Triton College shall have the right to review and request clarification of any invoice prior to issuance of payment (*60 days is standard).
- Independent Contractor agrees to hold harmless and indemnify Triton College, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton College, its officers, agents, trustees or employees including reasonable attorneys fees and expenses arising out of the acts or omissions of Independent Contractor, its officers, agents or employees under this Agreement.
- Independent Contractor shall perform its obligations under this Agreement as an independent contractor and shall not be considered an employee of Triton College for any purpose. Further, Independent Contractor expressly agrees that neither it, nor any of its employees, shall be entitled to or make a claim for any benefits that may be available to employees of Triton College, including but not limited to, SURS, pension, retirement, health, life or worker's compensation coverage. In the event a claim is made for any such benefits, Independent Contractor shall fully indemnify Triton College, its officers, trustees, employees and agents from all costs and responsibilities associated with the claim for benefits.
- Independent Contractor assumes full responsibility for the payment of all federal, state or local taxes incurred by Independent Contractor as a result of this Agreement.
- This Agreement is executed by an authorized representative of Triton College in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- Independent Contractor represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations hereunder in accordance with accepted industry standards and agrees to perform in accordance with accepted industry standards.
- In no event shall Triton College be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings. The entire liability of Triton College and Independent Contractor's exclusive remedy for breach of this contract shall not exceed the initial deposit paid to Independent Contractor which the parties acknowledge is an appropriate measure of liquidated damages and said amount shall not be construed as a penalty.
- This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois regardless of any "conflict of laws" provision. All disputes arising out of this Agreement, wherever derived, shall be resolved in the Circuit Court of Cook County, Illinois.
- Independent Contractor, pursuant to 720 ILCS 5/33E-11 as amended, hereby certifies that neither it nor any of its partners, officers or owners has been convicted in the past five years of the offense of bid rigging under 720 ILCS 5/33E-3 as amended; that neither it nor any of its partners, officers or owners has ever been convicted of the offense of bid rotating under Section 720 ILCS 5/33E-4 as amended; and that neither it nor any of its partners, officers or owners have ever been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.
- ** The RFP, RFP response, and Gourmet Gorilla Contract shall be incorporated by reference. In the event of a conflict of terms, this Agreement and the RFP shall govern.
- MAX: \$ _____
13. Independent Contractor does not discriminate on the basis of race, color, religion, creed, sex, national origin, ancestry, age, marital status, physical or mental handicap or an unfavorable discharge from military service or any other basis prohibited by law in the hiring, employment, promotion or training of personnel. Independent Contractor certifies that it is an equal opportunity employer.
14. Independent Contractor certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
15. If Independent Contractor has more than 25 employees, Independent Contractor certifies that it provides a drug free workplace in compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et seq.
16. Independent Contractor shall maintain liability and WC insurance in minimum limits of \$2,000,000 per occurrence and \$5,000,000 in the aggregate with a waiver of subrogation and shall name Triton College, District No. 504, its affiliates, officers, directors, trustees, volunteers, employees, and students as additional insured on a Primary and Non-Contributory basis on a separate endorsement.
17. The instruction rendered by the Independent Contractor under this Agreement shall not in any manner be used towards attaining tenure or seniority as a faculty member employed by Triton College.
18. Time is of the essence of this Agreement.
19. The use of the word "it" in this Agreement shall include the feminine or masculine, and the singular and plural, in reference to the parties to this Agreement.
20. Assignment of this Agreement or assignment of any right or obligation contained herein by Independent Contractor is strictly prohibited.
21. Triton College, as an entity and on behalf of its employees, agents, and students, claims any and all governmental immunity as may be established by or set forth under Federal or Illinois law, rule or regulation.
22. There are _____ Riders to this Agreement. This Agreement and any riders attached hereto constitute the entire Agreement of the parties, and there are no other Agreements, representations or understanding, or written instruments between the parties with respect to the subject of this Agreement. No alteration, modification or amendment to this Agreement shall be valid unless in writing and signed by both parties. **
23. Any provision hereof which is construed by a court of competent jurisdiction to be illegal or unenforceable shall be reduced to the maximum time, area or scope necessary to render such clause legal and enforceable, or if same is incapable of being so reduced, such clause shall be deemed severed here from and shall not affect or impair the operability of any other provision of this Agreement.
24. Either party may terminate the Agreement upon written notice to the other party with or without cause. In the event of termination by either party, the balance due shall be determined based upon work performed and approved by the College, in writing, prior to the effective date of termination. In the event of partial work, whether based upon days of work or project completion, any amount due shall be prorated based upon the percentage of the approved work completed prior to the effective date of termination.

In witness whereof, the parties have executed this Agreement upon the day and year first above written.

(PRINT OR TYPE ONLY)

Sean Sullivan

Community College District No. 504 (Triton College) Representative*
VP of Business Services

Date _____

*Contract is not valid unless each page bears initials of contract manager.

Administrator _____

White-Contract Manager _____

Dean _____

Green-Business Office _____

Canary-Requisitioner _____

Vice President _____

@ _____

Pink-Vice President _____

Gold-Independent Contractor _____

Other _____

Gourmet Gorilla, Inc.

Independent Contractor

Signature _____

1200 W Cermak Road, Chicago, IL 60608

Address _____

877-219-3663

Telephone _____

info@gourmetgorilla.com

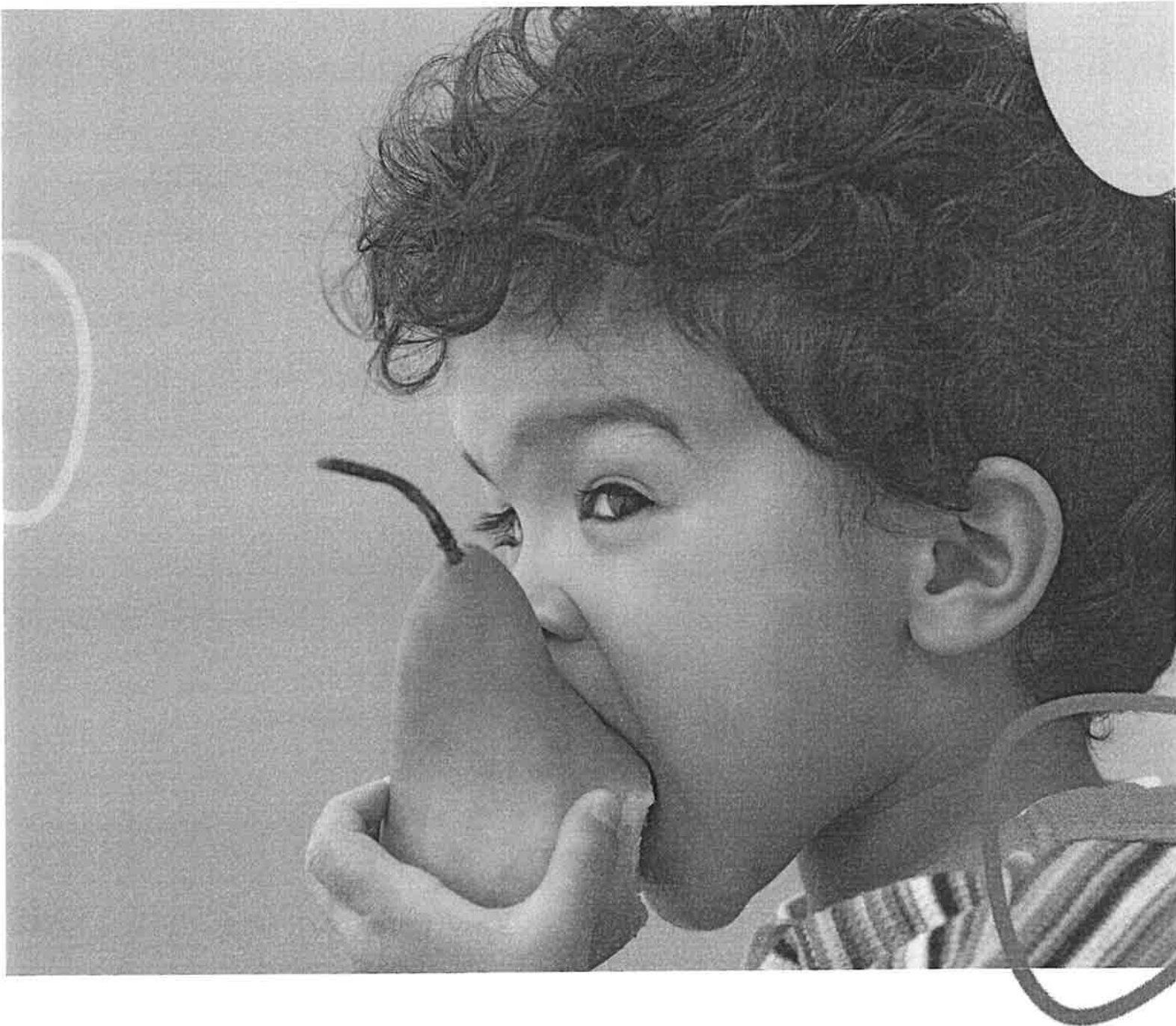
Email address _____

264258709

Social Security no. or PIN _____

Rev. Date 03/24

Clear Form



TRITON COLLEGE
DISTRICT #504
CONTRACT FOR LUNCH



**GOURMET
GORILLA**

Start at the Beginning

After receiving their son's first school menu, parents Danielle Hrzic and Jason Weedon noticed that many ingredients were unrecognizable and loaded with preservatives and additives.

They decided kids deserved better and began their mission to bring healthy and freshly prepared meals to schools. Danielle and Jason used the experience of feeding their two boys, nutritional guidelines, and the seasonal growing calendar to develop kid inspired meals with sustainably grown ingredients.

Every bite counts

Millions of meals later, Gourmet Gorilla still makes every meal from scratch each day, using organic and regionally produced ingredients.

We serve lunch, breakfasts, snacks and suppers to early childhood, elementary and high schools and youth-related non-profits. We emphasize regional, local and organic fresh foods and believe in the importance of helping children build connections between their personal health and where their food comes from.

Through greater use of less processed, more local, fresh and organic ingredients, vitamin and mineral intake can be raised significantly while fat, sugar, salt, pesticides, antibiotics, and other food additives can all be reduced in children's school diets.

We believe that our practices contribute to raising the quality of school meals that will deliver far reaching benefits for public health, regional agriculture, the food industry, employment, food safety, education, culture and community.

WE ARE FOR...

- Local
- Made from Scratch Meals Great Tasting
- Kid-Approved
- Organic
- Non-GMO
- Whole Grains
- High Nutrient Content

WE ARE AGAINST...

- High Fructose Corn-Syrup
- Additives
- Highly Processed Foods
- Growth Hormones
- Mystery Meats
- Antibiotics
- Artificial Trans Fats





Educational Curriculum

Our services extend beyond the lunchroom, and for schools with whom we partner we are able to incorporate curriculum related to the food we serve. Examples are school to farm visits to collect produce and learn about the lifecycle of the sustainable and organic food chain as well as cooking and nutritional classes. We have also been successful in building community between the schools that we serve to further enrich student's experiences.

Partnership Development

Gourmet Gorilla, Inc. believes that a strong partnership with our schools, local farms, purveyors and local businesses is required to best develop and operate the meal services at our schools. We work alongside the school management team on how to best implement our programs.

Customer Service and Flexibility

Gourmet Gorilla, Inc. provides a dedicated school liaison to each of our schools to work closely with administration and parents. We also provide live customer service support between 7am - 4pm, Monday through Friday, to provide answers to questions regarding our services, menu, nutritional information, allergens, and tech support.

Nutrition

Gourmet Gorilla staffs a dietitian who helps design and ensure all meal requirements are followed. Our culinary team also carefully plans menus to ensure that fresh, local, organic and all natural ingredients are used, and that meals meet the taste preferences of the children! Gourmet Gorilla meals are specially designed for various dietary needs and great attention and work is done to ensure food safety (food allergies etc). We analyze continuously analyze ingredients to ensure that we achieve the maximum organic and local percentages possible whilst staying within a budget that is affordable.

Market Research

We monitor meals daily and look at what children like (and don't like!) and work with schools to ensure that our excellent and healthy standards are maintained.

"My son attends a school you serve and he is a VERY picky eater. But he came home on Tuesday raving about his lunch, and has asked me to make it!"

Parent, Local Preschool

"I can tell you from an outside perspective that the reputation of GG is that they DO provide good, organic food for children. Their reputation is living up to the mission. With companies there often seems to be a disconnect from the mission and the actual in my experience and it's good to see organizations following through."

School Administrator

"The most recent broccoli we've received has been beautiful. Thanks to everyone's efforts to ensure quality for our kiddos!!"

Preschool Director





Delivered Meal Program

Gourmet Gorilla is pleased to offer **Triton College District #504** our **Lunch** program. Our ordering options are flexible and offered daily.

Staffing and Delivery

All meals will be delivered to the school on a daily basis at an agreed upon time with **Triton College District #504** management. Meals will be delivered in appropriate heating and cooling containers and placed at appropriate stations at the school.

Ordering

We offer flexible ordering options to better serve your schools' needs. Orders can be placed via our website on a weekly basis, and meals can be ordered daily for the current seasonal menu. New seasonal menus are made available approximately two weeks prior to first serving day. Our ordering deadline is Wednesday, Midnights for the following week's meals.

Equipment

Gourmet Gorilla can provide hot holding equipment to store meals until service.

Menus

Menus exceed all CACFP, DCFS, USDA, and Illinois Board of Education guidelines for child nutrition. We provide monthly ingredient lists ensure schools and families have access to all ingredients, allergens and required serving sizes.

Meal Pricing

Includes main entrée/protein, a vegetable, fruit, grain portioned to meet and exceed the minimum requirements of DCFS, CACFP, and NSLP programs.

Lunch

\$2.85 per meal, 18 months through 5 years

No delivery surcharge.





Accommodations

Client shall be responsible for providing to Gourmet Gorilla, Inc. the following accommodations only:

Secure and Safe place to deploy food and associated heating/cooling equipment.

Contract and Payment Terms

Payments are due 30 day net from date of invoice. Meals are invoiced monthly on the last business day of each month for that month's orders. In the event of non payment within the established terms, the next delivery is placed on hold until payment is provided. Client shall pay Contractor an additional 5% of invoice amount for any payment amounts postdated 30 days after the invoice date.

Early termination fees equal to one month of orders are assigned for contracts terminated prior to 6 months. Contracts are automatically renewable on an non-payment within the established terms, the next delivery is placed on hold until payment is provided.

Term

The term of this Agreement shall begin **August 2025** and be ongoing. Termination requires the Terminating Party to give prior written notice to the Non-Terminating Party 30 days in advance or upon any serious breach of contract.

Force Majeure

The Contractor shall not be liable for any delay due to circumstances beyond its control is not generally unreasonable



Notice

Any notice required to be given to either Party under this Agreement shall be sent via registered U.S. Mail to the appropriate address below:

If to Client:

Triton College District #504

2000 Fifth Avenue

River Grove, IL 60171

If to Contractor:

Gourmet Gorilla, Inc.

1200 West Cermak Rd.

Chicago, Illinois 60608



General Provisions

- (a) All work shall be completed in a professional manner, and if applicable, in compliance with all codes and other applicable laws.
- (b) To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform the work.
- (c) Contractor warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of contractor or its employees.
- (d) In the event Client shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of dispute.
- (e) Contractor shall not be liable for any delay due to circumstances beyond its control. This does not relieve contractor of performance under this contract.
- (f) Contractor is an independent contractor and not an employee of Client.
- (g) Any changes to this document must be signed by both Contractor and Client.
- (h) This Agreement shall be construed in accordance with the laws of the state of Illinois.
- (i) Neither the Client nor the Contractor may assign this Agreement without prior written consent from the non-assigning party.

(j) The headings of the sections herein are for convenience only, and shall not affect the meaning of the provisions of this Agreement.

(k) This Agreement constitutes the entire agreement between the Client and the Contractor and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above.

CLIENT:

CONTRACTOR:

Signature

Date

Sean Sullivan
Vice President of Business
Services
Triton College District #504

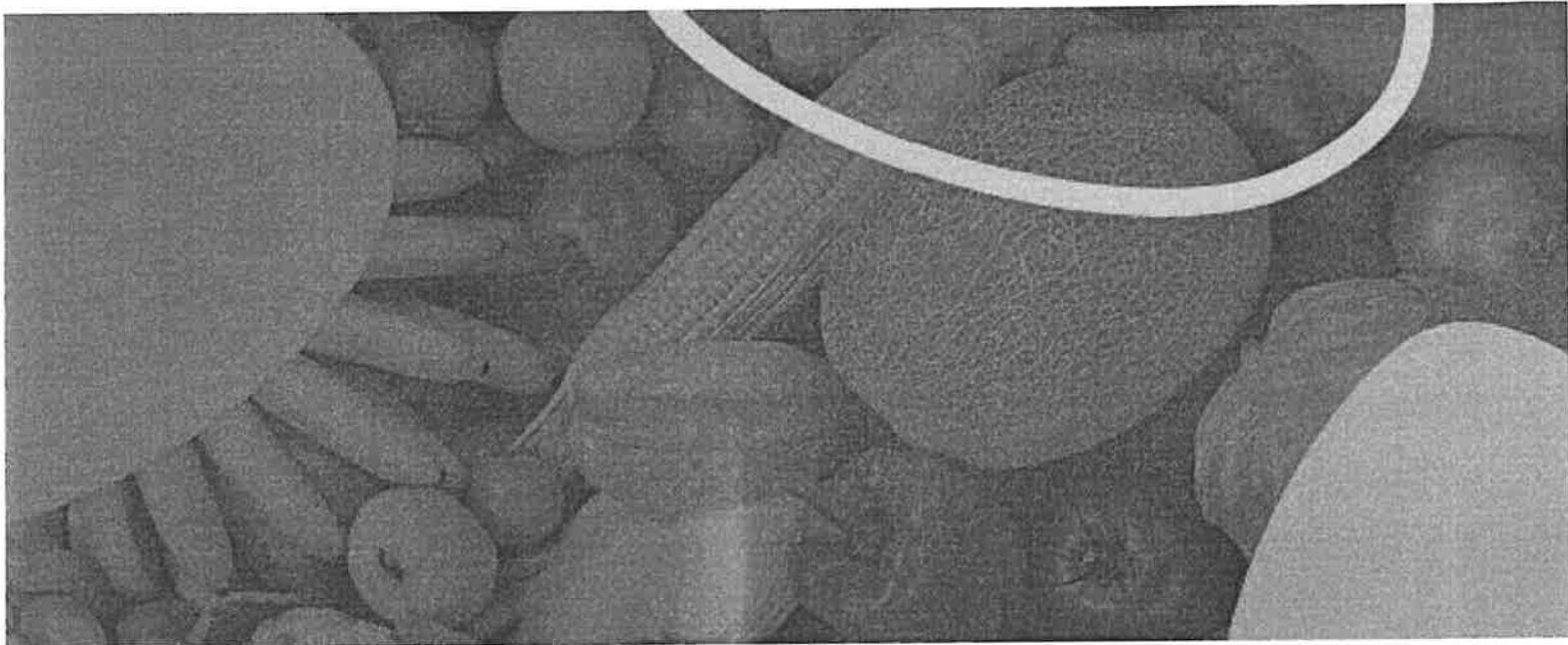
Signature

Date

Danielle Hrzig
Danielle Hrzig, CEO
Gourmet Gorilla

6/30/2025





TRITON COLLEGE
DISTRICT #504

SCHEDULE B48.02
VOLUME XLVIII
August 26, 2025

Boiler Re-Tube at Building N

5 firms submitted bids for the Boiler Re-Tube Building N Project. 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, Monday, July 21, 2025, the bids were publicly opened and read aloud in room A-300 by John Lambrecht, Operations & Maintenance and Danielle Stephens, Purchasing, and witnessed by Michael Kelleher and Sam Fioccola, Engineering, and representatives from Hayes, AMS, and Oak Brook Mechanical.

It is recommended that the Board of Trustees accept the proposal submitted by Independent Mechanical Industries, Inc., in accordance with their low specified bids. These items were competitively bid according to state statutes.

COMPANY
Independent Mechanical Industries, Inc.
2671 United Lane
Elk Grove Village, IL 60007

NET COST
\$44,444.00

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	02-70100540-530400010
A/C Name	Maintenance of Plant
FY26 Budget	\$ 300,000.00
Prev. Expend.	\$ 41,164.00
Schedule	\$ 44,444.00
Balance	\$ 214,392.00

Memorandum

July 30, 2025

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Boiler Re-Tube – Building N



Operations & Maintenance

Triton College received 5 bids from vendors for the Boiler Re-Tube – Building N Project..

The lowest, qualified bidder was Independent Mechanical Industries, Inc. in the Base Bid amount of \$44,444.00.

Arcon Associates, Inc. has carefully reviewed the bids and recommends that the project be awarded to Independent Mechanical Industries, Inc. in the Base Bid amount of \$44,444.00.

I support this recommendation and agree that the bid should be awarded to Independent Mechanical Industries, Inc. in the Base Bid amount of \$44,444.00.

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

John



July 23, 2025

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

RE: **BID RECOMMENDATION
BOILER REPAIRS AT BUILDING N
TRITON COLLEGE
PROJECT NO. 25020**

Dear Mr. Lambrecht:

On Monday, July 21, 2025, at 1:30 P.M. five (5) sealed bids were publicly opened and read for the Boiler Repairs at Building N project. The low qualified bidder was Independent Mechanical Industries, Inc. in the amount of \$44,444.

We contacted Independent Mechanical Industries and they have confirmed their bid. The project requirements were reviewed, and Independent Mechanical Industries demonstrated an understanding of the scope of work. Independent Mechanical Industries has completed numerous projects of similar scope with favorable results. We believe Independent Mechanical Industries is capable of performing well on this project.

Therefore, ARCON Associates, Inc. recommends that the Board of Trustees, Triton College award a contract for the Boiler repairs at Building N to the low qualified bidder, Independent Mechanical Industries, in the amount of \$44,444.

Attached is the Bid Tabulation Sheet for your review.

Sincerely,
ARCON Associates, Inc.

A handwritten signature in black ink, reading "Gaspare Pitrello".

Gaspare P. Pitrello, ALA
Principal

Attachments

WMS/rac
J:\Triton College\25020 Boiler Repairs @ Building N\1 Docs\Corr\25020L001.docx

Project: Boiler Repairs at Building N
 Owner: Triton College
 Project No.: 25020
 Bid Date/Time: Monday, July 21, 2025 @ 1:30PM



	CONTRACTOR	BID BOND	BASE BID	TOTAL
1	ACSI Mechanical Group	<input checked="" type="checkbox"/>	\$88,740.00	\$88,740.00
2	AMS Industries	<input checked="" type="checkbox"/>	\$179,322.00	\$179,322.00
3	Hayes Mechanical	<input checked="" type="checkbox"/>	\$69,658.00	\$69,658.00
4	Independent Mechanical Industries	<input checked="" type="checkbox"/>	\$44,444.00	\$44,444.00
5	Oakbrook Mechanical Services, Inc.	<input checked="" type="checkbox"/>	\$159,800.00	\$159,800.00
6				
7				
8				