



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, February 21, 2023

- I. CALL TO ORDER** February 21, 2023 at 6:00 p.m.
Boardroom, A-300
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LIX**
Minutes of the Regular Board Meeting of January 24, 2023, No. 9
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
A. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
 - A. Board Policy – First Reading
 - Student Affairs
 - 5112 Application for Admission

B. Action Exhibits

- 16834 Budget Transfers
- 16835 Credit Limit Increase to College Purchasing Cards
- 16836 Credit Limit Increase to Universal Air Travel Plan Account
- 16837 Correction to Agreement with Mercedes-Benz USA, LLC
- 16838 Agreement with Loyola Medicine
- 16839 Addition and Change of Course Fees for Inclusive Access Program
Effective Fall 2023
- 16840 Destruction of Closed Session Verbatim Recordings
- 16841 South Carolina College Tour

C. Purchasing Schedules

D. Bills and Invoices

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

F. Human Resources Report

*Administrative Contract

Jeanette Bartley, Dean of Arts & Sciences

XIV. COMMUNICATIONS – INFORMATION

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

XV. ADJOURNMENT

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

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:50 p.m. The following roll call was taken.

Present: Ms. Naidelin Alvarez, Ms. Norma Hernandez, Mr. Tracy Jennings,
Mr. Glover Johnson, Mr. Rich Regan, Mr. Mark Stephens, Ms. Diane Viverito.

Absent: Mrs. Elizabeth Potter.

APPROVAL OF BOARD MINUTES

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve the minutes of the Regular Board Meeting of December 20, 2022. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Faculty Association President Leslie Wester wished all a Happy New Year and reported that faculty are meeting on Friday to discuss how the pilot went for late registration.

Classified Association President Renee Swanberg wished everyone a Happy New Year and reported that Classified In-Service is being planned for Thursday, March 16.

Adjunct Faculty Association President Bill Justiz wished all a Happy New Year.

STUDENT SENATE REPORT

Student Trustee Naidelin Alvarez reported that Welcome Week was held the first week of school and there were a lot of students engaged.

BOARD COMMITTEE REPORTS

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on January 11, reviewed two new business items and four purchasing schedules, and forwarded all of the items to the Board with a unanimous recommendation for approval.

ADMINISTRATIVE REPORT

None.

PRESIDENT'S REPORT

President Mary-Rita Moore expressed appreciation for the presenters and information shared at the Spring Faculty Workshops and for staff for their work prepping campus and welcoming and serving students as the semester begins. She encouraged everyone to keep

connecting with students at campus events and athletic contests, and acknowledged the staff who answered the call to provide service as ESL instructors.

CHAIRMAN'S REPORT

Chairman Mark Stephens reported that he received many calls about how beautiful the campus looked for the holidays and thanked Mr. Lambrecht and his staff. Mr. Stephens expressed his belief that the college works for everyone in the district and must develop and implement a plan to serve the at-risk student. He continues to meet with local legislators who are receptive to the idea of Triton College assisting these students.

Chairman Stephens asked for an update on bond refinancing and it was reported that this probably won't happen at this time because the current bonds are so valuable that no one wants to turn them in.

NEW BUSINESS

BOARD POLICY – Second Reading

Business Services

3000 Financial Operations

Business Services Policy Updates

Student Affairs

5115 Residence

ACTION EXHIBITS

16832 Budget Transfers

16833 TRIO SSS Campus/Historical Tour to New Orleans, LA

PURCHASING SCHEDULES

B45.07 Roof Repairs – Building T

B45.08 Chiller Replacement – Buildings F & G

B45.09 Uniform Bid FY 23

B45.10 Summer 2023 Triton College Districtwide Combined Schedule of Classes

Ms. Viverito made a motion to approve the Board Policies, Action Exhibits, and Purchasing Schedules, seconded by Mr. Regan. Voice vote carried the motion unanimously.

BILLS AND INVOICES

Mr. Regan made a motion, seconded by Mr. Johnson, to pay the Bills and Invoices in the amount of \$1,209,493.07.

Roll Call Vote:

Affirmative: Ms. Alvarez, Ms. Hernandez, Mr. Jennings, Mr. Johnson, Mr. Regan,
Ms. Viverito, Mr. Stephens.

Absent: Mrs. Potter.

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

CLOSED SESSION

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

Roll Call Vote:

Affirmative: Ms. Hernandez, Mr. Jennings, Mr. Johnson, Mr. Regan, Ms. Sanchez, Ms. Viverito, Mr. Stephens.

Absent: Mrs. Potter.

Motion carried 6-0 with the Student Trustee voting yes. The Board went into Closed Session at 7:08 p.m.

RETURN TO OPEN SESSION

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

Roll Call Vote:

Affirmative: Ms. Hernandez, Mr. Jennings, Mr. Johnson, Mr. Regan, Ms. Sanchez, Ms. Viverito, Mr. Stephens.

Absent: Mrs. Potter.

Motion carried 6-0 with the Student Trustee voting yes. The Board returned to Open Session at 7:37 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

Ms. Viverito made a motion, seconded by Mr. Regan, to approve page 1 of the Human Resources Report, items 1.1.01 through 1.3.01. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Ms. Viverito made a motion, seconded by Ms. Hernandez, to approve pages 2 through 4 of the Human Resources Report, items 2.1.01 through 2.8.01. Voice vote carried the motion unanimously.

3.0 Administration

Mr. Jennings made a motion, seconded by Mr. Regan to approved page 5 of the Human Resources Report, item 3.1.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Ms. Viverito made a motion, seconded by Ms. Hernandez, to approve pages 6 and 7 of the Human Resources Report, items 4.1.01 through 4.4.01. Voice vote carried the motion unanimously.

5.0 Mid-Management

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve pages 8 and 9 of the Human Resources Report, items 5.1.01 through 5.3.04. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Ms. Viverito made a motion, seconded by Ms. Hernandez, to approve pages 10 through 12 of the Human Resources Report, items 6.1.01 through 6.2.07. Voice vote carried the motion unanimously.

7.0 Other

Mr. Johnson made a motion, seconded by Ms. Hernandez to approve page 13 of the Human Resources Report, items 7.1.01 through 7.2.02. Voice vote carried the motion unanimously.

ADJOURNMENT

There being no further business before the Board, the Chairman asked for a motion to adjourn. Motion was made by Ms. Viverito to adjourn the meeting, seconded by Mr. Johnson. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 7:42 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Tracy Jennings
Board Secretary

Susan Page
Susan Page, Recording Secretary

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

Meeting of February 21, 2023

POLICY SECTION Student Affairs

POLICY NO. 5112


First Reading

Second Reading

TITLE: APPLICATION FOR ADMISSION

PURPOSE: Revisions to Policy 5112 are necessary because it will remove an unnecessary step that becomes a barrier for students to reach completion, is only required in instances for Financial Aid, and offers an opportunity to enhance efficiencies in the Records Office.

Submitted to Board by:



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

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

STUDENT AFFAIRS

APPLICATION FOR ADMISSION

POLICY 5112

ADOPTED: 04/23/91

AMENDED: 06/20/95

AMENDED: 08/17/04

AMENDED: 02/15/11

This policy for making application for admission to Triton College is established to accommodate the needs and goals of both degree candidate students and non-degree candidate students.

Degree candidates are those students who intend to earn a degree or certificate at Triton College. A degree candidate must meet the following admission requirements:

1. Submit application for admission to the Office of Admissions or apply online at www.triton.edu.
- ~~2. Submit official high school transcripts, GED scores, or "Ability to Benefit" test scores.~~
- ~~3.~~2. Submit ACT and/or SAT scores (optional).
- ~~4.~~3. Submit official college transcripts, where applicable.
- ~~5.~~4. Take Triton College placement tests.
- ~~6.~~5. Complete new student orientation.

Non-degree candidates are all other students enrolled at Triton College. A non-degree student must meet the following admission requirements:

1. Submit application for admission to the Office of Admission or apply online at www.triton.edu.
2. Submit official high school and college transcript, where applicable.
3. Complete new student orientation.
4. Take Triton College placement tests.

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

Meeting of February 21, 2023

ACTION EXHIBIT NO. 16834

SUBJECT: BUDGET TRANSFERS

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

RATIONALE: Transfers are recommended to accommodate institutional priorities. See description on attached forms.

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

**PROPOSED BUDGET TRANSFERS - FY 2023
FOR THE PERIOD 1/1/23 to 1/31/23**

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
RESTRICTED FUND					
1	Westlake6 3rdYR	06-10405013-590200000	Westlake6 3rdYR	06-10405013-540100240	\$ 3,000.00
2	AES-ADULT ED. STATE	06-10605002-510300010	AES-ADULT ED. STATE	06-10605002-550100005	1,000.00
3	AEF-ADULT ED - FEDERAL	06-10605005-510300010	AEF-ADULT ED - FEDERAL	06-10605005-540901005	40,000.00
4	ICCB Innovative Bridge Trans2	06-20205003-580600010	ICCB Innovative Bridge Trans2	06-20205003-540901005	6,000.00
5	Adult Volunteer Literacy	06-30805001-510200005	Adult Volunteer Literacy	06-30805001-540900505	3,368.00
6	Adult Volunteer Literacy	06-30805001-510200005	Adult Volunteer Literacy	06-30805001-550100005	835.00
			TOTAL RESTRICTED FUND		\$ 54,203.00
			TOTAL PROPOSED BUDGET TRANSFERS		\$ 54,203.00

Budget Transfer Form

Dollar Amount \$3000

From what Budget Account 06 - 10405013 - 590200000 Object Code Description Westlake6 3rdYR : Student Grants & Scholarshi

To what Budget Account 06 - 10405013 - 540100240 Object Code Description Westlake6 3rdYR : Student Supplies

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

Grant Accountant? Elizabeth Zydron Include Attachments: Yes No

Rationale:

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

Funds needed "Student Grants and Scholarships" was overestimated so this line is on track to be under expended.

This is an allowable transfer under the guidelines of the Westlake Scholarship Grant.

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

Funds are needed in the "Student Supplies" budget line to cover student books and other materials for the spring semester.

This is an allowable transfer under the guidelines of the Westlake Scholarship Grant.

Required Signatures

Requestor DocuSigned by: Carla Crittenden 1/10/2023

Cost Center Manager DocuSigned by: Jacqueline Lynch 1/10/2023

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President DocuSigned by: Paul Jensen 1/10/2023

Area Vice President DocuSigned by: Susan Campos 1/10/2023

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zydron 1/11/23

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 1/12/23

Entered by: BloST8 DS 1/12/23

Budget Transfer Form

Dollar Amount	<u>\$1000</u>	Object Code Description
From what Budget Account	<u>06 - 10605002 - 510300010</u>	<u>AES-ADULT ED. STATE : Part-Time Faculty Contr</u>
To what Budget Account	<u>06 - 10605002 - 550100005</u>	<u>AES-ADULT ED. STATE : Meeting Expense</u>
<p><input type="checkbox"/> ^{DS} Is this a Grant? *If you are submitting a grant transfer, the following statement must appear in the Rationale: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> "This is an allowable transfer under the (name of grant) guidelines"</p>		
Grant Accountant? <u>Susan ZefeIdt</u>		Include Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Because of teacher shortages, we have underspent on the PT faculty contracts line.

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

Funds are needed in the "meeting expenses" line to cover professional development registration fess.
 This is an allowable expense under the AESLA grants.

Required Signatures

Requestor	<u>DocuSigned by: Tina Fajardo</u>	<u>1/12/2023</u>
Cost Center Manager	<u>DocuSigned by: Saquelie Lynch</u>	<u>1/12/2023</u>
Associate Dean (If Applicable)	_____	
Dean (If Applicable)	_____	
Associate Vice President	<u>DocuSigned by: Paul Jensen</u>	<u>1/13/2023</u>
Area Vice President	<u>DocuSigned by: Susan Campos</u>	<u>1/20/2023</u>

BUSINESS OFFICE APPROVALS

Grant Accountant:	<u>sz</u>
Asst. Director of Finance	<u>SO</u>
Exec. Director of Finance:	<u>MM</u>
Exec. Dir. of Bus. Operations:	<u>CR</u>
VP of Business Services:	<u>sm 1/24/23</u>

Entered by: BUS23 DS 1/24/23

Budget Transfer Form

Dollar Amount \$40000

From what Budget Account 06 10605005 510300010 Object Code Description Part-Time Faculty Contracts

To what Budget Account 06 10605005 540901005 Computer Equipment <5K

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

Grant Accountant? Susan Zefeldt Include Attachments: Yes No

Rationale:

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

Because of the teacher shortage, we were unable to run approximately 20 sections of late-start ESL classes so we have underspent on the PT faculty contracts line by ~\$60,000.

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

The inventory for the laptop loan program through the library has depleted. Many adult education students are still in need of a device so that they can access their online or HyFlex classes. \$42,000 was originally budgeted for 50 new laptops. \$40,000 more is needed to purchase 100 laptops, cases, mice and extra chargers.

This transfer has been approved through the ICCB budget modification process.

Required Signatures

Requestor DocuSigned by: Jacqueline Lynch 10/28/2022

Cost Center Manager DocuSigned by: Jacqueline Lynch 10/28/2022

Associate Dean (If Applicable) _____

Dean (If Applicable) DocuSigned by: Jacqueline Lynch 10/28/2022

Associate Vice President DocuSigned by: Paul Jensen 10/28/2022

Area Vice President DocuSigned by: Susan Campos 10/28/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance [Signature]

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 1/24/23

Entered by: B6522 DS 1/24/23

Budget Transfer Form

Dollar Amount \$6000.00

			Object Code Description	
From what Budget Account	06	20205003	580600010	ICCB IBT Equipment >5K
To what Budget Account	06	20205003	540901005	ICCB IBT Equipment-Noncapitalized



Is this a Grant?
Yes No

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

Grant Accountant? Gerardo Porras-Nava

Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
Since the View Board will be purchased for \$4,145.20 (Req#0041027), this falls under the \$5,000.00 threshold for capitalized assets.

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

We will have to purchase this item under the IBT line '06-20205003-540901005 Equipment-Noncapitalized'.
This is an allowable transfer under the ICCB IBT grant guidelines.

Required Signatures

Requestor	DocuSigned by: <u>Hilary Meyer</u> 800E7F0E900F420...	1/19/2023
Cost Center Manager	DocuSigned by: <u>Deborah Kaymark</u> E81705F8A735F40Z...	1/25/2023
Associate Dean (If Applicable)		
Dean (If Applicable)	DocuSigned by: <u>Hilary Meyer</u> 800E7F0E900F420...	1/25/2023
Associate Vice President	DocuSigned by: <u>Julia Willis</u> 4C8A11D07235409...	1/25/2023
Area Vice President	DocuSigned by: <u>[Signature]</u> 7F7D55A8BAE41FC...	1/26/2023

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance: _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 1/27/23

Entered by: BlaS 27 05 11/30/23

Budget Transfer Form

Dollar Amount \$3368.00

From what Budget Account 06 30805001 510200005 Object Code Description Adult Volunteer Literacy: Professional/Techn

To what Budget Account 06 30805001 540900505 Object Code Description Adult Volunteer Literacy : Other Materials &

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

Grant Accountant? Susan Zefeldt Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
The salary line was overestimated by \$4,503 in the FY23 grant application, so this line is expected to be under expended.

Explain specifically why additional funds are needed in the receiving account:
Funds are needed in the "other Materials and supplies" budget line to cover the necessary supplies needed for students and tutors, specifically for laptops, mouses, etc.
This is an allowable expense under the guidelines of the SOS Adult Volunteer Literacy grant.

Required Signatures

Requestor DocuSigned by: Carla Crittenden 1/26/2023

Cost Center Manager DocuSigned by: Jacqueline Lynch 1/26/2023

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President DocuSigned by: Paul Jensen 1/26/2023

Area Vice President DocuSigned by: Susan Campos 1/27/2023

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance [Signature]

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 1/26/23

Entered by: B6526 DS 1/30/23

Budget Transfer Form

Dollar Amount \$835

From what Budget Account 06 - 30805001 - 510200005 **Object Code Description** Adult Volunteer Literacy : Professional/Tech

To what Budget Account 06 - 30805001 - 550100005 **Object Code Description** Adult Volunteer Literacy : Meeting Expense

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

Grant Accountant? Susan Zefeldt **Include Attachments:** Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 The salary line was overestimated by \$4,503 in the FY23 Access to Literacy grant application, so this line is expected to be under expended. Part of these funds will be used to purchase laptops for student use.

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

Funds (\$835) are needed in the "Meeting Expense" budget line to cover meeting funds such as luncheons for Access to Literacy students and volunteer tutors.
 The overage remainder will be used to purchase laptops for student use (separate budget transfer).
 A budget modification has been approved by the SOS Adult volunteer literacy funder.

Required Signatures

Requestor DocuSigned by: Carla Crittenden 1/26/2023

Cost Center Manager DocuSigned by: Jacqueline Lynch 1/26/2023

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President DocuSigned by: Paul Jensen 1/26/2023

Area Vice President DocuSigned by: Susan Campos 1/27/2023

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance [Signature]

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 1/30/23

Entered by: BUS25 DS 1/30/23

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

Meeting of February 21, 2023

ACTION EXHIBIT NO. 16835

SUBJECT: CREDIT LIMIT INCREASE TO COLLEGE PURCHASING CARDS

RECOMMENDATION: That the Board of Trustees approve an increase to the credit limit of Triton's Illinois Association of School Business Officials (IASBO) purchasing cards used by the College's purchasing department. This will increase the overall limit from \$30,000 in aggregate to \$60,000.

RATIONALE: Since 2001, the College has used IASBO purchasing cards to acquire goods and services. Costs have significantly increased since Triton's limits were first established in June, 2001. Cards are used for various purchases, including hotels, airfare and online purchase of supplies, which often are available from no other resource at a reasonable price. These cards expedite the purchasing process, allowing us to pre-pay orders and to leverage the purchase of materials at competitive pricing. Additionally, there is an increase of vendors requiring payment at the time of order via online purchase. This increase in purchasing cards usage has created numerous situations where the cards are maxed out and cannot be used until paid in full. The College's current limit is \$30,000 in aggregate. Cards will be authorized for the Vice President of Business Services, the Executive Director of Finance, the Executive Director of Business Operations and the Purchasing Manager, limited to \$15,000 each (\$60,000 in aggregate).

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 February 21, 2023

ACTION EXHIBIT NO. 16836

SUBJECT: CREDIT LIMIT INCREASE TO UNIVERSAL AIR TRAVEL PLAN ACCOUNT

RECOMMENDATION: That the Board of Trustees approve an increase to the credit limit of Triton's United Airlines / Universal Air Travel Plan (UATP) account used by the Human Resources Department. This action will increase the current limit from \$13,750 to \$25,000.

RATIONALE: The Universal Air Travel Plan is used for faculty, staff, and student travel. Since the UATP credit limit was first approved, a significant increase in faculty, staff and student air travel has frequently maxed out the card, making the College unable to book airfare without obligating the general purchasing cards. The UATP account provides the College and the Human Resources Department with a cost-free billing program that makes air travel expense management simple and easy to reconcile each month. Authorization to this account is held only by the Associate Vice President of Human Resources and the Vice President of Business Services.

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 February 21, 2023

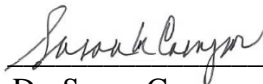
ACTION EXHIBIT NO. 16837

SUBJECT: CORRECTION TO AGREEMENT WITH MERCEDES-BENZ USA, LLC

RECOMMENDATION: That the Board of Trustees approve the corrected Agreement with Mercedes-Benz USA, LLC to provide training for entry-level technicians for Mercedes-Benz franchises. This Agreement will become effective February 22, 2023. Either party may terminate for any reason by providing written notice to the other party at least thirty (30) days prior to the effective date of termination. There is no cost to Triton College per this Agreement.

RATIONALE: Mercedes-Benz USA, LLC is expanding their automotive technician staff in the Chicago service area and is developing a pipeline of new technicians to expand their capacity. Students in Triton College's district are seeking educational programs which lead to good jobs, and the Mercedes-Benz technician career path will pay above average wages.

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

EDUCATIONAL TRAINING AGREEMENT

Program: MB Star Connect
 MB Campus

Community College District 504, commonly known as Triton College, an educational institution located at 2000 Fifth Avenue, River Grove, IL (“Institution”), and Mercedes-Benz USA, LLC, a Delaware limited liability company having its principal place of business at One Mercedes-Benz Drive, Sandy Springs, GA 30328 (“MBUSA”) hereby enter into this Educational Training Agreement (this “Agreement”), to be effective as of [February 22, 2023] (the “Effective Date”).

Recitals

- A. Institution regularly engages in, among other things, providing education services regarding the service and repair of automobiles.
- B. MBUSA desires to support Institution in providing more accessible Mercedes-Benz specific technical training within the program selected above (“Program”) to assist in developing qualified entry-level technicians for Mercedes-Benz dealer franchises.
- C. Institution desires to participate in the Program in order to provide, for its automotive students, a high quality educational experience that incorporates current technology.

Therefore, Institution and MBUSA agree as follows:

Terms and Conditions

The following terms and conditions apply to both the **MB Star Connect** Program and the **MB Campus** Program:

1. **Term and Termination.** This Agreement shall commence on the Effective Date and remain in effect until terminated in accordance with the provisions of this Agreement. This Agreement may only be renewed or revised through a written Amendment signed by authorized agents of both parties. In addition to any other termination rights specified herein, this Agreement can be terminated by either party hereto for any reason by providing written notice to the other party at least thirty (30) days prior to the effective date of termination (an “Early Termination”). In the event of an Early Termination during an academic term, Institution shall be allowed to complete the current academic term of classes and training under the Program in accordance with the terms of this Agreement. Termination pursuant to any other provision of this Agreement shall not constitute an “Early Termination” as referenced herein.
2. **Program Focus:** The Program is designed for students’ concentrated training in maintenance and repair of Mercedes-Benz automobiles, and consists of technical training for automotive service professionals.
3. **Accreditation:** Institution’s automotive education program shall be accredited by ASE Education Foundation, formerly the National Automotive Technicians Education Foundation (NATEF), at the Master Automotive Service Technician (“MAST”) level. Institution shall ensure that its ASE accreditation is current, and additional certification or accreditation requirements shall be the responsibility of Institution.

4. **Program Curriculum:** Institution shall provide a standard ASE curriculum as a minimum standard with an emphasis on basic concepts. Institution may also include in the curriculum its own developed learning modules, as well as MBUSA learning modules (any such curriculum including MBUSA learning modules being a “Program Curriculum”).
5. **Marketing of Program:** Institution may use MBUSA’s name, logos, trademarks, and promotional materials, including standardized messaging about the Program provided by MBUSA, solely in conjunction with the Program, provided that Institution submits all items using said name, logos, trademarks, or other materials to MBUSA for written approval prior to use. MBUSA may use Institution’s name, logos, trademarks, and promotional materials solely in conjunction with the Program, provided that MBUSA submits all items using said name, logos, trademarks, or other materials to Institution for approval prior to use. All press releases by Institution relevant to the Program must be reviewed and approved by MBUSA prior to releasing to the media. The required review and approval shall not be unduly delayed or unreasonably denied by either Party to the Agreement.

Institution shall include MBUSA provided standardized messaging and other information, which the parties shall mutually agree upon in advance, about the Program in Institution’s school literature and on its website. Institution shall similarly provide an active web link from its website to a mutually agreed upon MBUSA website. All usage of MBUSA’s name, logos, trademarks, and promotional materials by Institution must conform to all Mercedes-Benz Brand Standards regulations.

6. **Program Outreach:** Institution shall take all reasonable steps to enroll a maximum number of students allowed by its student/instructor ratio for each new Program class which will begin at least once per year.

MBUSA does not provide or guarantee internships for students in connection with the Program, but will endeavor to connect Institution with authorized Mercedes-Benz dealers and encourage such authorized Mercedes-Benz dealers to develop an internship plan with Institution for students of the Program. Institution shall maintain a positive working relationship with all authorized Mercedes-Benz dealers throughout its recruiting range during the term of this Agreement. Institution shall also use best efforts to facilitate the internship placement into applicable automotive positions at an authorized Mercedes-Benz dealership for as many Program students as such Mercedes-Benz dealerships can accept. Institution may partner with multiple Mercedes-Benz dealerships within the reasonable vicinity of the Institution.

7. **Facilities:** Institution shall provide sufficient classroom, shop area, facilities, and academic space for Program training.
8. **Student Qualifications:** All students in the Program shall meet minimum enrollment, academic and overall performance requirements of Institution.
9. **Student Data:** Institution shall maintain all academic, performance, and attendance records of students in the Program, and may share such records with MBUSA in accordance with the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Notwithstanding the foregoing, Institution shall ensure that no Personally Identifiable Information (“PII”), as defined by applicable law, shall be shared by Institution with MBUSA pursuant to this Agreement and all interactions between the parties contemplated thereby. Any student educational records shared with MBUSA shall continue to be subject to the protections of FERPA and MBUSA shall take all reasonable steps to protect the confidentiality of such education records.

10. **Program Data:** MBUSA shall provide an electronic method in which to share Program data

with Institution. Such Program data may include training and testing materials, training and diagnostic aids, student tracking documentation, and operational guides and standards.

11. **Liability and Indemnity:** MBUSA shall be responsible for any loss or damage due to its negligent and/or intentional acts and omissions. Institution shall be responsible for any loss or damage due to its negligent and/or intentional acts and omissions.

Each Party (the “Indemnifying Party”) agrees to hold harmless and indemnify the other Party, its officers, agents, trustees and employees (the “Indemnified Party”) against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the Indemnified Party, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of any claim, demand, lawsuit, or other action made or brought against the Indemnified Party by any third party to the extent arising from the negligent acts or omissions or willful misconduct of the Indemnifying Party, its officers, agents or employees, under this Agreement.

Institution, as an entity and on behalf of its employees, agents, and students, claims any and all governmental immunity to the extent set forth and applicable under Federal or Illinois law, rule or regulation.

12. **Insurance:** Without limiting any liabilities or any other obligations, each Party shall procure and maintain, until all of its obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with the Program or this Agreement. Insurance shall be placed with companies that have an A. M. Best rating of not less than A- VII with the following minimum coverages.

Commercial General Liability: Insurance shall be on an occurrence basis and shall include broad form contractual coverage for:

Each Occurrence	\$2,000,000
Damage to Rented Premises	\$2,000,000
Personal and Advertising Injury	\$2,000,000
General Aggregate	\$5,000,000
Products - Completed Operations Aggregate	\$5,000,000

Automobile Liability: Insurance shall include coverage for the use of any owned, hired, or non-owned vehicles used in the performance of this Agreement for:

Combined Single Limit	\$2,000,000
Bodily Injury	\$2,000,000
Property Damage	\$2,000,000

Workers' Compensation: Insurance in accordance with the provisions of applicable laws and regulations, and to include employer's liability insurance with a minimum limit as provided by applicable Illinois law.

Each Party will add the other Party as an additional insured on the Commercial General Liability and Automobile Liability policies stated herein. Each Party's insurance will be primary and not contributory over any other insurance that the other Party maintains as respects to claims which fall under the responsibility of that Party pursuant to the terms and conditions of this Agreement.

Failure on the part of either Party to meet these requirements shall constitute a material breach upon which the other Party may immediately terminate this Agreement. Each Party reserves the right to request and receive proof of insurance and/or certified copies of any or all of the above policies and/or endorsements at any time throughout the term of this Agreement.

13. **Training Items:** MBUSA shall provide to Institution, or shall cause to be provided to Institution, all of the materials listed as Training Materials on Exhibit A, if any (the “Training Materials”) and all of the assets listed as Training Assets on Exhibit A, if any (the “Training Assets”); and together with the Training Materials, collectively the “Training Items”). If any Training Assets are specified on Exhibit A, the Additional Donation Terms and Conditions attached hereto as Exhibit B, which are incorporated herein by reference as if they were contained in the body of this Agreement, shall apply to such Training Assets.

The Training Materials shall include reference material and instruction (online or otherwise) selected by MBUSA in its sole discretion when available and applicable to Institution’s instructional and training needs under the Program. MBUSA’s provision of such Training Materials shall include access to, and a revocable non-exclusive license to use, such Training Materials, each solely for purposes of the Program. However, ownership of the Training Materials shall at all times remain with MBUSA, and Institution agrees that it will only use the Training Materials as permitted hereunder for purposes of the Program. Upon termination of this Agreement, all Training Materials shall be returned to MBUSA, except to the extent such Training Materials are of a consumable nature and have been consumed in connection with the Program. If MBUSA provides or causes to be provided to Institution access to Training Materials via the use of a registration code, login ID, password, or similar means (each “Login Information”), such Login Information shall only be used for purposes of the Program, and shall only be given by Institution to students of the Program enrolled at Institution.

The Training Assets shall be donated by MBUSA to Institution, and ownership of the Training Assets shall transfer from MBUSA to Institution. MBUSA shall have a reasonable amount of time after the Effective Date to effect the transition of ownership of any Training Assets from MBUSA to Institution, and Institution agrees to cooperate with MBUSA to complete and file all documentation reasonably necessary to effect such transition of ownership. Notwithstanding the foregoing, all responsibilities and requirements of Institution contained in this Agreement shall become effective as of the Effective Date, even if such transition of ownership of any Training Assets has not yet been completed on the Effective Date.

Institution shall provide, at its cost, tools and equipment (collectively, “Shop Items”) for use in the Program.

Institution agrees and acknowledges that all Training Items and Shop Items will remain in its possession at all times during the term of this Agreement.

Institution similarly agrees to ensure that all operators and occupants of the above-mentioned Mercedes-Benz donated vehicles will, at all times, operate the donated vehicles in accordance with all applicable federal, state, provincial and municipal laws, regulations and ordinances and will properly utilize all donated vehicle/occupant restraint systems.

Institution shall not, under any circumstances, reverse engineer or permit the reverse engineering of the Training Items or any of their underlying systems or sub-systems, while they are in Institution’s possession during the term of this Agreement. Institution shall not use, disseminate, disclose, compile, store, reproduce, sell and/or publish any technical, proprietary and/or confidential information or trade secrets regarding the Training Items, their technical and mechanical properties and functions, as well as how they are manufactured and/or engineered to any third party.

It is expressly understood that MBUSA makes no representations as to the operational characteristics, condition, quality, functionality, utility and/or safety of the Training Items.

The parties understand and acknowledge that the Training Items are being provided and/or loaned to Institution under this Agreement on an “As Is” basis. MBUSA similarly assumes no responsibility for Institution’s losses or damages related to any interruption, discontinuance of its business by reason of any failure of the subject Training Items and Shop Items, their certified parts and/or components. Institution acknowledges that any vehicles and parts included in Training Items may be used, repurchased, damaged, or faulty. Institution acknowledges any vehicles included in the Training Items may be repurchased and may not contain a “clean” title or warranty. Institution is solely responsible for all costs after receiving any Training Assets, including repair costs and costs to register any vehicles. Institution also acknowledges and agrees that if any vehicles are included in the Training Items, such vehicles cannot be placed into any stream of commerce after receipt.

TO THE FULLEST EXTENT ALLOWED UNDER THE LAW, MBUSA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE TRAINING ITEMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Training Materials were not designed to comply with Section 508 of the Rehabilitation Act, and MBUSA is not able to provide any accompanying accessibility documentation. As between the parties, the Institution shall be solely responsible for its compliance with Section 508, and the Institution shall not use the Training Materials if their use would violate any applicable laws or regulations.

Institution shall be responsible for the care and maintenance of all Training Items and Shop Items. To the extent permitted by law, Institution shall be responsible for replacing any missing or broken Training Items and Shop Items.

Institution may request parts for Training Items. MBUSA shall evaluate such requests on a case-by-case basis, and is not obligated to fulfill such requests. Institution shall properly recycle or dispose of parts at Institution’s expense in compliance with all laws, statutes, ordinances, rules, and regulations, and in connection therewith shall return such parts to MBUSA if so directed by MBUSA in MBUSA’s sole discretion.

Institution acknowledges and understands that MBUSA will be immediately and irreparably harmed if Institution shall use any Training Items for other than instructional purposes, sells any Training Items, reverse engineers any Training Items or any of their components, systems or subsystems, or otherwise violates the provisions of this Section entitled “Training Items”. Institution further understands and acknowledges that such actions by it shall constitute a material breach of this Agreement, upon which MBUSA may immediately terminate this Agreement without penalty, and shall cause MBUSA to suffer damages for which it cannot be compensated monetarily and for which there is no adequate remedy at law. Accordingly, Institution agrees that MBUSA will be entitled, without the posting of a bond or the necessity of proving actual damages, to injunctive relief against Institution upon making an adequate showing of a breach or threatened breach by Institution of this Agreement.

14. **Program Visits:** MBUSA and its invitees may conduct on-site visitations to observe Institution’s facilities and instructors conducting classes. At least ten (10) business days before the visitation, MBUSA shall advise Institution of the visitation date, and the area(s) MBUSA wishes to observe. MBUSA agrees that Institution may also conduct its own assessment of individual students’ academic progress and the Program. Audits may include inspection of (but are not limited to):

- Insurance documentation
- Certification documentation

- Training Items
- Facility standards
- Student data in accordance with FERPA
- Curriculum standards and implementation

15. **Confidentiality and Protection of Intellectual Property:** Both MBUSA and Institution acknowledge that each party may make available from time to time certain information that is confidential and/or proprietary to the other party or otherwise required by law to be kept in confidence, which may include but is not limited to technical information, personnel information, scripts, integration/interface processes with other systems, strategies, software, remote application access and other licensed computer information, and the work product of a party's employees and agents. Each party acknowledges that such information may be a valuable, special, and unique asset, and each party acknowledges the legal necessity to maintain such confidences. Therefore, each party expressly covenants and agrees to use such confidential information for purposes of the Program and otherwise not to disclose all or any part of the confidential information of the other party to any person, firm, corporation, association, partnership, or other entity without the other party's written permission, except as necessary for purposes of the Program or to the minimum extent required to comply with any legal request made in accordance with applicable law, including lawful requests pursuant to the Freedom of Information Act. Further, each party agrees that it shall hold all of the other party's confidential information at all times in trust and strictest confidence from and after the date of its creation or disclosure, except as necessary for purposes of the Program. Each party shall use commercially reasonable efforts to prevent the impermissible release of the other party's confidential information, and shall not duplicate or disclose or otherwise reveal such confidential information in any manner inconsistent with this Agreement except to the minimum extent required to comply with a proper request under applicable law, rule or regulation. Each party shall cause its subcontractors and other third parties working under this Agreement who may have a need to access the other party's confidential or proprietary information, of the requirement to abide by the non-disclosure provisions of this Agreement. The Training Materials, the contents thereof, and Login Information shall be considered confidential information to which the provisions of this Section apply. None of the confidentiality requirements stated herein shall be construed to limit any disclosure required pursuant to applicable law, rule or regulation, including a proper Freedom of Information Act request; provided, however, in the event that Institution is required by law to disclose confidential information of MBUSA, it shall provide MBUSA with prompt prior notice of such pending disclosure, and Institution shall cooperate with any attempts by MBUSA to obtain a protective order or other appropriate remedy. Institution agrees to furnish only that portion of the confidential information that it is legally required to disclose.

Any violation of this section constitutes a material breach of this Agreement, and as such each party reserves the right to terminate this Agreement immediately without penalty and pursue any remedies allowed by law.

16. **Force Majeure:** Either party shall have the right to terminate this Agreement, upon five (5) days prior written notice, without any further obligation or liability to the other party, if a force majeure event, which includes war, riots, civil unrest, extreme weather, acts of God, strike, etc., or any other reasonably unforeseeable or unavoidable occurrence, takes place which renders it impossible, extremely burdensome or impracticable for any party to perform its respective contractual obligations.
17. **Compliance:** In connection with the activities of the parties related to this Agreement, the parties are obliged to desist from all practices which may lead to penal liability due to fraud

or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by and/or affiliated with each party. In the event of violation of the above, the non-offending party has the right to immediately withdraw from or terminate all legal transactions existing with the other party and the right to cancel all negotiations.

18. **Independent Contractor:** It is understood and agreed that Institution and its employees and its agents, sponsors, collaborators and partners shall in all respects act only as independent contractors and not as employees or agents of MBUSA. Institution agrees further that neither it, nor its employees, agents, sponsors, collaborators and partners, shall represent any of themselves as the agent or legal representative of MBUSA for any purpose whatsoever.

It is understood and agreed that MBUSA and its employees and its agents, sponsors, collaborators and partners shall in all respects act only as independent contractors and not as employees or agents of Institution. MBUSA agrees further that neither it, nor its employees, agents, sponsors, collaborators and partners, shall represent any of themselves as the agent or legal representative of Institution for any purpose whatsoever.

Each Party shall, with respect to all of its employees or those who are construed by local, State or Federal authorities to be its employees irrespective of title who are assigned to provide work hereunder, comply with all requirements of State and Federal law with respect to Federal Withholding Tax, Social Security, State Withholding Tax, Unemployment Tax, Unemployment Compensation Tax, State Disability Laws, Workers Compensation and any other applicable laws affecting or regulating the employer/employee relationship (hereinafter "Employment Related Benefits"). Each Party further agrees that it will take all steps necessary to ensure that any of its agents or contractors used to provide services hereunder shall be independent contractors of such Party who shall have no claims for employment related benefits against either Institution or MBUSA.

19. **Joint Venture:** This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between MBUSA and Institution. Neither party shall have any right to obligate or bind the other party in any manner whatsoever.

20. **Governing Law and Dispute Resolution:** The parties agree that any disputes between them arising from, related to, or in connection with this Agreement or the facts and circumstances leading thereto shall be exclusively subject to the laws, jurisdiction, and venue of the United States of America, State of Illinois, and County of Cook without regard to otherwise applicable choice of law provisions.

In the event of a dispute, authorized representatives of each party shall meet within fourteen (14) days of the request by either party to negotiate a resolution. If a resolution is not agreed to within seven (7) days thereafter, the parties agree that the dispute may be resolved by judge in a Cook County court.

Nothing about this provision shall bar either party from seeking appropriate injunctive relief in Cook County, Illinois courts to prevent an imminent, irreparable harm. If performance under this Agreement takes place in some other jurisdiction, then the parties may also seek injunctive relief in that jurisdiction.

21. **Entire Agreement/Modifications:** This Agreement shall have no force or effect until signed by authorized agents both MBUSA and Institution and shall upon full execution constitute the entire understanding between MBUSA and Institution with respect to the subject matter of this Agreement and shall supersede all prior agreements. Any modification to this Agreement must be in writing and signed by a duly authorized representative of each party.

22. **Waiver:** No waiver by either party of any failure of the other party to keep or perform any undertaking or condition of this Agreement shall be deemed to be a modification of this Agreement or be a waiver of any preceding or subsequent breach of the same or any other undertaking or condition.
23. **Severability:** If any provision of this Agreement shall be declared illegal, void or unenforceable, the remaining provisions shall continue in full force and effect.
24. **Third Party Beneficiaries:** Nothing in this Agreement, express or implied, is intended to confer upon anyone other than MBUSA and Institution (or their respective successor and permitted assigns) any rights, remedies, obligations or liabilities under or by reason of this Agreement, and no third party shall be considered third party beneficiaries of this Agreement.
25. **Authorized Agent.** This Agreement is executed by an authorized representative of Institution in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
26. **Non Discrimination and Workplace Conduct.** The Parties shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each Party certifies that it is an equal opportunity employer and that it maintains a written sexual harassment and Drug Free Workplace policy in conformance with applicable law.

The following additional terms and conditions apply to the **MB Campus Program**:

27. **Instructor Training:** Institution shall assign qualified technical instructors to the Program, and shall offer them release time to participate in appropriate MBUSA technical training necessary to maintain MBUSA certification. MBUSA shall provide specific and relevant training for at least two (2) Institution instructors at a facility designated by MBUSA. Technical instructor training will consist of participation and/or observation of the modules offered in the Mercedes-Benz training program. MBUSA shall offer the training free of charge; all other costs associated with this training, such as travel, lodging, and meals, shall be the responsibility of Institution.
28. **Program Curriculum:** Each Program Curriculum shall be reviewed and approved by both Institution and MBUSA, and may only be amended through written approval of both parties.

[signature page follows]

Wherefore, the undersigned, being duly authorized agents of their respective institutions, now bind the parties to this Educational Training Agreement.

Mercedes-Benz USA, LLC

Name:
Title:

Date

Community College District 504

Name: Mark R. Stephens
Title: Chairman, Board of Trustees

Date

Exhibit A
to Educational Training Agreement
Training Items

Training Materials

- Access to up to 50 online e-Learning course(s) available through mbstar.logicbay.com |
- Xentry Kit3 Scope | To be provided at a later date. Unforeseen delay in delivery due to COVID-19 |
 - o **Note:** This equipment is on a 3-year lease. At the conclusion/termination of this partnership, this equipment must be returned to MBUSA.

Training Assets

- [Model], [Mode Year], [VIN] | To be provided at a later date. Unforeseen delay in delivery due to COVID-19 |
- Wiring Repair Consumables |

Exhibit B
to Educational Training Agreement
Additional Donation Terms and Conditions

1. Training Assets will be donated to Institution at no cost to Institution pursuant to the terms of the Agreement. MBUSA shall be responsible for packaging and transporting the Training Assets to Institution's business address at a mutually agreed upon time.
2. Institution, for and in consideration of the donation of the Training Assets, the adequacy and satisfactory nature of which it hereby acknowledges, herewith releases any and all claims and causes of action in law or in equity, or arising under any local, State and/or Federal laws, which Institution and/or its parent, affiliates, subsidiaries, officers, directors and/or their respective employees may currently have or have in the future against MBUSA, its parent, affiliates, subsidiaries, officers, directors, employees, agents and representatives, with respect to the subject equipment and materials.
3. Institution agrees and acknowledges that it shall comply with any and all Federal, State and/or local laws with regard to its possession and/or use of the Training Assets at all times following the completion of the donation, and that the Training Assets will only be used for purposes of the Program.
4. Institution agrees and acknowledges that it is solely responsible for disposing of the Training Assets in accordance with all applicable Federal, State and/or Local laws. Institution further agrees and acknowledges that it shall bear the entire cost associated with properly disposing of the Training Assets.
5. Institution acknowledges and agrees that the words "Mercedes-Benz," "Mercedes," "Sprinter," "Maybach," and "Smart" and the Three-Pointed Star Within a Circle, the Maybach logo, the Sprinter logo and the Smart logo are the solely owned and validly registered trademarks and trade names of Daimler AG – Daimler Aktiengesellschaft, the parent company of Mercedes-Benz through Daimler AG's subsidiary. Institution recognizes that it is not authorized to use any of Daimler AG's trademarks and trade names without the prior written approval of MBUSA.
6. Institution agrees and acknowledges that it accepts the donation of the Training Assets from MBUSA in their current "as is" condition.
7. **MBUSA makes no promises, guarantees and/or warranties, express or implied, as to the condition, quality, utility, functionality and/or safety of the Training Assets and, to the fullest extent allowed under the law, expressly disclaims warranties of merchantability and fitness for a particular purpose.**

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

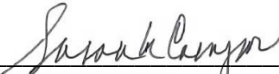
Meeting of February 21, 2023

ACTION EXHIBIT NO. 16838

SUBJECT: AGREEMENT WITH LOYOLA MEDICINE

RECOMMENDATION: That the Board of Trustees approve an Agreement with Loyola Medicine. This Agreement will be effective March 1, 2023 through December 31, 2025. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event that this Agreement is not renewed, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth therein. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable Loyola employees enrolled as students in Triton College's PATH Grant-funded CNA program to participate in clinical education experiences at Loyola Medicine facilities.

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 Education Affiliation Agreement ("Agreement") is entered into by and between **Loyola University Health System d/b/a Loyola Medicine**, an Illinois non-profit corporation on behalf of its hospitals, Loyola University Medical Center, Gottlieb Memorial Hospital and MacNeal Hospital ("Organization"), and Community College District 504, commonly known as **Triton College** ("School"), on March 15, 2023 (Effective Date).

WHEREAS, School offers a course of education which requires that Certified Nurse Assistant (CNA) students receive clinical educational experience as part of their professional preparation;

WHEREAS, Organization has an interest in, and resources for, providing an educational experience consistent with the School's requirements; and

WHEREAS, School wishes to affiliate with Organization for the purpose of allowing qualified students to obtain such educational experience.

NOW, THEREFORE, the parties agree as follows:

I. SCHOOL DUTIES

- A. Education Experience. School shall determine which students, and the number of students who, will participate in each educational experience rotation at Organization pursuant to this Agreement (each, a "Student", and, collectively, the "Students"), which determination shall be subject to approval by Organization. The School shall plan and administer the educational requirements to satisfy the requirements of all applicable laws, regulations and licensing or supervising agencies.
- B. Student Records and Family Education Rights and Privacy Act ("FERPA"). School shall maintain all educational records and reports relating to Student's clinical training at Organization. School shall comply with the requirements of FERPA and shall have direct control over Student records for purposes of FERPA. Since Organization is not an "educational agency or institution" nor does it receive funding from the Secretary of Education of the United States of America, the School is solely responsible for FERPA compliance. School is responsible for all record keeping related to any required documentation of Organization's access to student records and/or School's disclosure of personally identifiable information from student records to Organization or to other third parties without the eligible Student's written consent.
- C. Supervision. School shall be responsible to supervise or arrange for the supervision of all Students in accordance with pertinent laws and regulations, which supervision may or may not be on site. All student observations and/or educational experience at Organization shall be subject to the approval of the Organization. However, Organization shall at all times maintain the ultimate control and responsibility regarding all patient care.

- D. Training. School shall screen its Students for training, background, basic skills, professional ethics, attitude, behavior and experience and shall recommend for placement in the Organization education experience program only those Students who meet the requirements for participation established by the School and the Organization.
- E. Policies. School shall inform Students of the requirement to comply with the policies, procedures, laws, standards, bylaws and rules and regulations of Organization and its affiliates at all times, provided Organization shall be responsible for making available Organization-specific policies, standards, bylaws, rules and regulations.
- F. OSHA Training. All School employees involved in the educational experience with Organization and Students shall document appropriate training concerning applicable OSHA requirements, including without limitation, blood borne pathogens.
- G. Health Certification of Students and Faculty Who Are Present at Organization. Each participating faculty member and student will be asked to sign Exhibit B and submit the completed form to Organization prior to the student or faculty starting any education experience with Organization. Organization may request that students provide proof of required vaccinations. Such Health Certificate requires attestation that Organization has viewed proof that student has received the following vaccinations:
1. Tuberculin skin test (must be completed not more than one (1) year prior to start date); the Tuberculin Assessment Form must be completed if previous Tuberculin test was positive;
 2. MMR:
 - a) If born before January 1, 1957, documentation of measles, mumps and rubella titers showing immunity. If non-immune, two MMR vaccinations;
 - b) If born on or after January 1, 1957, documentation of two MMR vaccinations;
 3. Attestation of having had the chicken pox or varicella titer as showing immunity;
 4. Hepatitis B vaccination or proof of immunity to Hepatitis B, (or written refusal of Hepatitis B vaccination signed by the student that expressly holds the Organization harmless for any Hepatitis B exposure or infection that may result from the Student's education experience at Organization) and/or such other immunization and health-related testing as may be required by the applicable state level health department or the Occupation Health and Safety Administration for each student assigned to Organization, as these requirements may change from time to time; for purposes of this Agreement, a student shall be considered to be vaccinated against Hepatitis B if he or she has received at least one (1) injection of the vaccine and is in the process of completing the required services of three injections;

5. Flu vaccine for the season of the rotation; COVID-19 Vaccine: Evidence that the student(s) (and School staff that come to Organization's facilities) is fully vaccinated (as defined by Organization's policies) against COVID-19 for the season of the rotation.

If students or faculty have a religious or medical exemption to any of the above vaccinations, school is required to note that School shall inform Organization of such exemption. School shall inform Students and Faculty that proof of vaccination or exemption may be requested by Organization at any time while Student and/or Faculty are present in Organization facilities and that such proof must be immediately presented to Organization upon request.

- H. Confidentiality. School will advise all Students assigned to Organization regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. School will also advise all Students that the confidentiality requirements survive the expiration or earlier termination of this Agreement.
- I. Notification. School shall notify the Organization at least thirty (30) days prior to the date it desires to establish an educational experience for the Students. Such notification shall include the names, addresses and other information required in this Section I and the requirements of the Students' educational experience at Organization. After opportunity to review each Student's academic and experience record and other information provided by School, Students participation in the education experience at Organization shall be subject to final approval of Organization.
- J. Control of Academic Program. School shall have complete control over all academic aspects of the educational experience program, including but not limited to, admissions, administration, faculty appointments, program design, grading, examinations, evaluations, determination of academic credit, and discipline.
- K. Participation Agreement. School shall require and ensure that each Student selected to participate in the educational experience at Organization signs the "Student Participation Agreement" attached hereto and incorporated herein as Exhibit A. School will provide signed Exhibit A forms for each student and will provide to Organization prior to the student arriving for an educational experience.
- L. Personal Protective Equipment ("PPE"). School will advise each Student and Faculty that they will be required to wear appropriate PPE which is approved by Organization. Use of PPE will be in accordance with Organization guidance, such guidance adheres to CDC and state requirements.

II. ORGANIZATION DUTIES

- A. Professional Experience. Organization shall provide Students with supervised educational experience appropriate for up to such number of Students and educational experience contact hours per semester as agreed upon by the parties. Each Student's educational experiences shall be outlined in the form of attached hereto as Exhibit B. Organization shall provide the appropriate use of its facilities by Students enrolled in the School or otherwise provided by the School.

- B. Participation. During educational experiences, Students shall be permitted to participate in professional services at the Organization's facilities under the supervision of the appropriate professional staff of the Organization and the School. The scope of the Students' participation will be determined by the applicable Organization policies and to the extent permitted by law and at discretion of Organization staff. Organization shall maintain sole responsibility for all patient care.
- C. Emergency. In the event of an emergency, or when required, Organization shall have the right to temporarily relieve or remove a Student from a specific assignment.
- D. Student Removal. Organization, in its sole discretion, may immediately remove from its premises, and suspend or terminate the participation of, any Student in any education experience governed by this Agreement if Organization determines that the Student failed to observe applicable policies, procedures, rules, regulations or the instruction of Organization supervisors. Organization will immediately notify School of any such removal, suspension or termination.
- E. Laws. Organization shall comply with all applicable laws and regulations, including federal and state non-discrimination obligations in the process of selecting students for participation in the program.
- F. Background Check. Organization shall perform a criminal background check on each Student where required by applicable law. Such criminal background check may include fingerprinting pursuant to the laws of the state where Organization is located. Any felony conviction within the previous five (5) years, and certain other convictions regardless of the length of time since conviction, may preclude a student from being accepted. Other situations will be considered on a case-by- case basis, taking into account risks to patients, employees, and the organization.
- G. Non-Teaching Patients. No provision of this Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of the Organization medical staff from designating any patient as a non-teaching patient.
- H. Right of Refusal. No provision of this Agreement shall prevent Organization from refusing to accept any student who has previously been discharged for cause as an employee of Organization, who has been removed from or relieved of responsibilities for cause by Organization, or who would not be eligible to be employed by Organization. Organization shall notify School in writing of its refusal to accept a student and the basis for the refusal; School shall not thereafter submit such student for clinical experience at Organization. Each Organization shall retain the right to decline the assignment of students from School at any time for operational reasons.
- I. Patient Care. Organization shall maintain responsibility for patient care.
- J. Facilities. Organization shall provide reasonable access to conference room space and dining facilities for Students and faculty as necessary. Organization shall supply, to the best of its ability, to Students and faculty, emergency medical care or, if advisable, a prompt referral to the nearest appropriate medical facility in any

emergency requiring medical attention. Any costs associated with such medical care shall be the sole responsibility of the student or faculty, as appropriate.

- K. Student Information. To the extent Organization receives or accesses personal information about Students, Organization will keep such information confidential, only use such information as contemplated by this Agreement and protect such information in the same manner in which it protects Organization employee information.

III. MUTUAL DUTIES

- A. Student Assignment. The School and Organization shall mutually agree upon assignment of Students to particular Organization facilities.
- B. Non-discrimination. No Student shall, on the grounds of race, color, sex, creed, age, or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any provision of this Agreement, including in the selection of participating students. Regarding any position for which a Student is qualified, neither Organization nor School shall discriminate against any Student because of physical or mental disability. Each party agrees to treat qualified disabled students without discrimination based upon their physical or mental disability in all educational activities associated with this Agreement, and to afford such individuals reasonable accommodations at the expense of the School.
- C. Liaison and Supervision Requirements. Each party will appoint a liaison to serve as a communication link between the parties. Each party will provide qualified and competent individuals in adequate number for the instruction and/or supervision of Students.

IV. RELATIONSHIP OF THE PARTIES

- A. Legal Status of Students. It is understood and agreed that the Students are enrolled in a professional education program offered by the School. The Students shall not be deemed or considered to be employees or agents of Organization for any purpose and shall remain at all times students of the School. Students will not be entitled to receive any compensation or benefits from Organization, including, but not limited to, health care insurance, vacation or sick time or any other benefit of employment, directly or indirectly.
- B. Independent Contractor Status. It is mutually understood and agreed that Organization and School are, and shall be at all times, performing as independent contractors of each other. Nothing in this Agreement is intended or shall be deemed or construed to create an agency, employer/employee, partnership, franchise, or fiduciary relationship between Organization and School and any relationship between parties is nothing other than that of educational affiliates. Neither party shall have the right to bind the other to any contractual or other obligation.

V. TERM AND TERMINATION

- A. Term and Extension Period. This Agreement shall commence on March 1, 2023 (“Effective Date”) and shall remain in effect for a term of three years expiring on December 31, 2025 (“Expiration Date”). This is the "Term". At the end of the Term, the parties may, by mutual written agreement, agree to extend this Agreement for a period of no more than one (1) year. This is the "Extension Period".
- B. Termination by Either Party. During the Term of the Agreement, it may be terminated with or without cause by either party on thirty (30) days prior written notice. Notwithstanding any such termination, all Students already enrolled in and participating in an educational experience pursuant to this Agreement at the time of the notice of termination shall be given a period of time not to exceed the shorter of i) the end of the semester or ii) six (6) months from the date of the notice of termination during which to complete the current course in their educational experience at Organization, during which time the terms of this Agreement shall continue to govern the balance of such Students' education experiences.
- C. Termination for Breach. In the event that either party gives notice to the other party that the other party has materially breached any obligation under this Agreement and such breach has not been cured within fifteen (15) days following the giving of such notice, the party giving such notice will have the right to terminate this Agreement immediately.
- D. Legal Opinion. If Organization obtains a written opinion of legal counsel stating that, in the event of an audit or investigation, this Agreement is likely to be challenged by any governmental agency as illegal or improper or resulting in fines, penalties or exclusion from the Medicare or Medicaid program, loss of tax-exempt status or its ability to obtain tax-exempt financing, Organization may terminate this Agreement by providing written notice to School. Within ten (10) days of such notice, the parties shall meet and confer to discuss mutually acceptable means of restructuring the relationship to eliminate the legal concern. In the event that the parties are unable to reach agreement on new terms within twenty (20) days of their meeting, this Agreement shall automatically terminate.
- E. Force Majeure. If either party is unable to perform its duties under this Agreement due to strikes, lock outs, labor disputes, governmental restrictions, fire or other casualty, emergency, closure of a facility or department or any other cause beyond the reasonable control of the party, such non-performing party shall be excused of performance and shall not be in breach of this Agreement, for a period equal to any such prevention, delay or stoppage. Notwithstanding this provision, a party may terminate this Agreement immediately upon written notice if such events continue for thirty (30) days or longer.

VI. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- A. During the term of this Agreement and in perpetuity thereafter, regardless of the reason for the termination of this Agreement, School and/or Students shall hold all data and information, in any form, which is confidential and proprietary to Organization or its affiliates used or encountered during the term of this Agreement ("Proprietary Information") in confidence and shall not discuss, communicate or disclose to others, or make any copy or use of the Proprietary Information without first obtaining the written consent of Organization, unless required by law.

- B. Patient Identification. The identity of a patient, the nature of procedures or services provided to patients and information included in the patient's medical records shall be confidential and shall not be disclosed by the School or Students other than for use in direct patient care unless authorized in writing by Organization or as may be required by law. Without limiting the foregoing, the School agrees to comply with all applicable federal and state confidentiality laws including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended, and its related regulations ("HIPAA").
- C. Records. Organization shall have custody and control of all medical records and charts in patient files. Neither the School nor the Student may remove or copy such records except with written permission of Organization.
- D. Studies and Research. School and/or Student shall submit to Organization for review and approval all reports, projects, theses, and publications based upon studies and research (including subject recruitment) arising out of or directly related to the cooperative education experience prior to release. Approval of the Organization shall not be unreasonably withheld.
- E. Ownership of Work. School acknowledges that Organization intends that any and all work product created or developed by Students in the performance of their educational experience under this Agreement shall be the sole and exclusive property of Organization. School hereby agrees it claims no intellectual property right of any kind and further irrevocably conveys, transfers, and assigns to Organization all right, title and interest in and to, including all intellectual property rights in and to, such work product, whether or not such work product is deemed a "work made for hire" under the Copyright Act. School irrevocably waives any and all claims School may now or hereafter have in any jurisdiction to so called "moral rights" with respect to the work product and shall provide to Organization all assistance reasonably required to perfect Organization's and its affiliate's rights in the work product hereunder. Notwithstanding the foregoing, Student and School may use work product created or developed in the performance of an educational experience under this Agreement for the sole purpose of satisfying or administering School course requirements or otherwise as permitted by Section VI(D) above and for no other purpose.

VII. INDEMNIFICATION AND INSURANCE

- A. Indemnification. Unless otherwise prohibited by law (in which case neither party assumes any costs, expenses or liabilities of the other party nor waives any defenses available to it), each party shall indemnify, defend and hold harmless the other party, including, but not limited to, their trustees, officers, employees, directors and agents (collectively, the "Indemnified Party"), from and against all liability, claims, losses, damages and expenses, including reasonable legal fees and expenses, arising solely from their acts and omissions in the performance of their duties and obligations under this Agreement. In such an event, the Indemnified Party shall have the option either of providing its own defense for which Indemnifying Party shall promptly pay the Indemnified Party its reasonable cost and expenses or the Indemnified Party may tender the defense to the Indemnifying Party, which shall assume it.

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

- B. Notification. Each party shall notify the other within ten (10) days of receipt of any lawsuits, claims or notices of intent to file a lawsuit based in any manner on the services provided under this Agreement.

C. Professional Liability Insurance. The School shall procure professional liability insurance coverage with policy limits of not less than \$1,000,000 per claim/occurrence and \$3,000,000 aggregate per year for participating students and faculty. If School is legally prohibited from procuring insurance and participates in an applicable state sponsored insurance or tort claims program, then the terms of such state sponsored program shall apply in lieu of the terms herein pertaining to professional liability insurance policies.

The Organization shall procure professional liability insurance coverage with policy limits of not less than \$1,000,000 per claim/occurrence and \$3,000,000 aggregate per year for participating Organization staff and employees.

- D. General Liability Insurance. School shall not assign any Students or instructors to Organization until the School obtains general liability insurance coverage with policy limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate per year, adding the Organization as an additional insured with respect to this Agreement.

Organization shall not assign any staff or employees to work with Students until the Organization obtains general liability insurance coverage with policy limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate per year, adding the School as an additional insured with respect to this Agreement. Such policy shall cover Hospital's operations at all sites where services are performed,

- E. Workers Compensation Insurance. School shall not assign any instructors to Organization until the School can demonstrate workers compensation insurance in amounts required in accordance with applicable laws within the state where the educational experience is being performed.

Organization shall not assign any instructors to work with School until the Organization can demonstrate workers compensation insurance in amounts required in accordance with applicable laws within the state where the educational experience is being performed.

- F. Student Automobile Liability. School will inform Student that it is the responsibility of each Student participating in the education experience at Organization to have Automobile Liability coverage pursuant to statutory requirements, if said Student operates a vehicle on Organization's premises. It shall be the responsibility of the Student to provide said insurance coverage. Organization may require each Student to provide proof of insurance upon request.
- G. Extended Reporting Period Coverage ("tail"). In the event that any of the insurance coverages referenced above are written on a claims-made basis, then such policy or policies shall be maintained during the Term of this Agreement and for a period of not less than three (3) years following the termination or expiration of this Agreement or, extended reporting period coverage ("tail") is required.

- H. Student Health Insurance. School will inform student that it is the responsibility

of each student participating in the education experience at Organization to have health insurance to cover emergency health care for illnesses or injuries resulting from the student's field experience at Organization. It shall be the responsibility of the student to provide payment or adequate health insurance coverage for such emergency care and any subsequent care. Organization may require each Student to provide proof of insurance prior to beginning the education experience with Organization and upon request thereafter.

- I. Proof of Insurance. Attached to this Agreement as an Exhibit is a copy of each Party's certificates of insurance required under this section. Each Party shall provide updated certificates of insurance annually and upon request, to maintain compliance with the terms of this Agreement. Said certificates of insurance shall not be materially amended or cancelled without thirty (30) days prior written notice.

VIII. MISCELLANEOUS

- A. Governing Law. The laws of the state where the services are to be performed govern this Agreement.
- B. Venue. All disputes shall be resolved in the Circuit Court of Cook County.
- C. Amendment. An amendment of this Agreement is not effective unless it is in writing and signed by the authorized agents of each of the parties.
- D. Waiver. Waiver of any provision(s) of this Agreement is not effective unless the waiver is in writing and signed by the authorized agents of the party against whom enforcement of the waiver is sought. Failure to enforce any provision does not constitute a waiver.
- E. Reformation. The provisions of this Agreement will be deemed severable and if any part of any provision is determined to be unenforceable, the provision may be changed to the extent reasonably necessary to make the provision, as so changed, enforceable.
- F. Severability. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement will not in any way be affected or impaired, but will remain binding in accordance with their terms.
- G. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision.
- H. Notices. Notice shall be given in writing and shall be effective upon depositing the notice in first-class mail or certified mail, return receipt requested, to Organization or School at the addresses below or upon actual receipt by the other party. Facsimile notices shall be delivered during the receiving party's normal business hours and shall be effective only if the sending party maintains written confirmation of facsimile receipt. Either party may change the address to which notices are to be sent by notice given in accordance with the provisions of this Section.

Organization: Loyola Medicine
One Westbrook Corporate Center
Suite 840
Westchester, IL 60154
Attention: Regional Chief Nursing Officer

Copy to: Loyola Medicine
One Westbrook Corporate Center
Suite 840
Westchester, IL 60154
Attn: General Counsel

School: Triton College
2000 Fifth Avenue
River Grove, IL 60171
Attention: Associate Vice President Academic Innovation & Workforce
Education

Copy to: Kusper & Raucci Chartered
30 North LaSalle Street
Suite 2121
Chicago, IL 60602

- I. Enforceability. This Agreement is intended for the benefit of the parties only. There are no other intended third-party beneficiaries.
- J. Presumption. There is no presumption for or against either party as a result of such party being the principal drafter of this Agreement.
- K. Authorized Agent. This Agreement is executed by an authorized representative of School in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- L. Non Discrimination and Sexual Harassment. Neither party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer and that it maintains a written sexual harassment policy and Drug Free Workplace in conformance with applicable law.

Entire Agreement. This Agreement, including all Exhibits referenced herein, constitutes the entire agreement between the parties concerning the subject matter herein. This Agreement supersedes all prior and concurrent negotiations, agreements and understandings between the parties, whether oral or in writing, concerning the subject matter hereof.

M. Assignment. This Agreement may not be assigned, except by Organization to a parent, subsidiary, successor, or affiliated entity, without the written consent of the parties. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

ORGANIZATION

SCHOOL

By: _____

By: _____

Name: Margaret Norton-Rosko

Name: Mark R. Stephens

Title: Regional Chief Nursing Officer

Title: Board Chairman, Board of Trustees

Date: _____

Date: _____

7. I understand and acknowledge _____
(insert school name)

shall have complete control over all academic aspects of the educational program, including but not limited to, admissions, administration, faculty appointments, program design, grading, examinations and evaluations. I hereby voluntarily release Organization and its directors, officers, employees, agents and representative from any and all liability based on such actions.

8. I understand Organization requires that I submit proof of immunizations to my School prior to the start of my educational experience at Organization. I understand also failure to submit such proof or receive a religious or medical exemption as applicable from my School will prohibit me from participating in an educational experience at Organization. Immunizations I must submit proof of receiving include: TB (or negative screening), Mumps, Rubella, Rubeola, Varicella Zoster, Hepatitis B Vaccine, Influenza and COVID-19. I understand that vaccines which are, or may be, seasonal in nature must be current prior to the start of my educational experience.

9. I have reviewed the Patient Rights Information.

10. I have read this Participation Agreement carefully and have had sufficient opportunity to ask questions and any of my questions were answered to my satisfaction before signing it.

Student's Signature

Date

Guardian Signature if Student is a minor

Date

Exhibit B

Loyola Medicine

Center for Professional Practice and Development

Clinical Orientation Checklist-Nursing Student and Instructor

Instructions: Students and Instructors are to complete the following requirements PRIOR to starting clinical. Initial the column provided to indicate that the information has been completed, read and understood.

Information: Form Must be Legible		
First Name:	Last Name:	Workday ID:
Name of School of Nursing:		<input type="checkbox"/> Student <input type="checkbox"/> Instructor
Student Anticipated Graduation date:	MM/YYYY	Program Level: <input type="checkbox"/> Undergraduate <input type="checkbox"/> Graduate

Read/Review information provided for Clinical

	All pertinent information provided in the <u>Loyola Medicine Nursing Clinical Handbook</u> has been read/reviewed and understood.
--	---

HealthStream E-Learning Modules (copies of transcripts to be on file at the School of Nursing-SON)

	Completed annual Trinity Healthstream E-learning modules. A minimum score of 80% is required to pass.
	EPIC modules (if applicable)

Medical requirements (documents to be on file at the SON)

	1. Current BLS for Healthcare Provider card
	2. Background Check
	3. Drug Screen-5 panel
	4. Proof of immunity: Rubella, Rubeola/measles, Mumps, Varicella (chickenpox) and Hepatitis B (titer as evidence.)
	5. Record of TDAP (tetanus, diphtheria, pertussis) immunization.
	6. Evidence of TB Testing/Screening: QuantiFERON-TB Gold Test or T-SPOT TB Test
	7. Annual Seasonal Flu Vaccination (for Fall and Spring clinicals)
	8. COVID-19 vaccine

Color Blindness: A color blindness screening test can be found at <http://colorvisiontesting.com/ishihara.htm#demonstration>

	8a. Do you have color blindness: <input type="checkbox"/> Yes (Continue answer #8b) <input type="checkbox"/> No
--	--

Only if you answered Yes to question #8a.

	8b. I have been made aware of associated safety risks presented by color blindness and of appropriate measures to reduce risk. <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

Trinity Confidentiality Agreement/Orientation Checklist

	Clinical Experience Participation Agreement to be kept on file at the SON and submitted to the Center for Professional Practice and Development before the clinical begins.
	Trinity Confidentiality Agreement to be kept on file at the SON and submitted to the Center for Professional Practice and Development before the clinical begins.
	Orientation Checklist to be kept on file at SON and submitted to the Center for Professional Practice and Development before the clinical begins .

Student Signature

Date

I acknowledge that the above information has been successfully completed and verified. All documentation is to remain in the student's file at the SON to be available if requested by Loyola Medicine.

SON Clinical Coordinator

Date

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

Meeting of February 21, 2023

ACTION EXHIBIT NO. 16839

SUBJECT: ADDITION AND CHANGE OF COURSE FEES FOR INCLUSIVE ACCESS PROGRAM EFFECTIVE FALL 2023

RECOMMENDATION: That the Board of Trustees approve the inclusion of the cost of digital course materials in the course fees for BIS 240, BIS 241, CJA 111, CJA 121, CJA 181, ENT 104, MUS 104, MUS 110, PSY 210, PSY 205, PSY 210 and the increase in course fees for ACC 270, BUS 128, BUS 212, BUS 220, BUS 240, and BUS 275 as part of the McGraw Hill and Pearson Education “Inclusive Access” program. (See Attached List). Students pay the appropriate fees to Triton College when they pay their tuition. The full fee for these select courses is remitted by Triton College to Follet. Students are not charged for course materials if they drop the class during the “full refund” period. The cost to Triton College includes any expense of collecting the fee, including but not limited to losses realized from students who do not pay the College their tuition and fees.

RATIONALE: By including the cost of instructional materials into the overall course fee, the “Inclusive Access” program provides students with access to the required instructional materials as early as one week prior to the first day of class. This practice has demonstrated an increase in retention and success rate in course sections utilizing “Inclusive Access” compared to those that did not. Triton College earns a 7% commission from Follet on all course materials.

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

McGraw Hill and Pearson Education Inclusive Access - Additions and Changes to Course Fee Fall 2023

NEW

Course	Current Course Fees	2023 Amended Course Fees	Difference	Student Cost without Inclusive Access	Savings	Pricing Effective
BIS 240	\$ 95.00	\$ -	\$ -	\$ 109.75	\$ 14.75	Fall 2023
BIS 241	\$ 95.00	\$ -	\$ -	\$ 109.75	\$ 14.75	Fall 2023
CJA 111	\$ 57.00	\$ -	\$ -	\$ 257.25	\$ 200.25	Fall 2023
CJA 121	\$ 57.00	\$ -	\$ -	\$ 149.99	\$ 92.99	Fall 2023
CJA 181	\$ 47.00	\$ -	\$ -	\$ 221.75	\$ 174.75	Fall 2023
ENT 104 (1)	\$ 76.00	\$ -	\$ -	\$ 131.00	\$ 55.00	Fall 2023
ENT 104 (2)	\$ 21.50	\$ -	\$ -	\$ 26.95	\$ 5.45	Fall 2023
MUS 104	\$ 79.00	\$ -	\$ -	\$ 126.00	\$ 47.00	Fall 2023
MUS 110	\$ 79.00	\$ -	\$ -	\$ 126.00	\$ 47.00	Fall 2023
PSY 201	\$ 82.00	\$ -	\$ -	\$ 93.50	\$ 11.50	Fall 2023
PSY 205	\$ 26.00	\$ -	\$ -	\$ 63.00	\$ 37.00	Fall 2023
PSY 210	\$ 51.00	\$ -	\$ -	\$ 326.75	\$ 275.75	Fall 2023

CHANGED

Course	Current Course Fees	2023 Amended Course Fees	Difference	Student Cost without Inclusive Access	Savings	Pricing Effective
ACC 270	\$ 92.00	\$ 97.00	\$ 5.00	\$ 155.93	\$ 58.93	Fall 2023
BUS 128	\$ 96.00	\$ 101.00	\$ 5.00	\$ 141.75	\$ 40.75	Fall 2023
BUS 212	\$ 100.00	\$ 105.00	\$ 5.00	\$ 147.42	\$ 42.42	Fall 2023
BUS 220	\$ 101.00	\$ 106.00	\$ 5.00	\$ 141.75	\$ 35.75	Fall 2023
BUS 240	\$ 96.00	\$ 101.00	\$ 5.00	\$ 141.75	\$ 40.75	Fall 2023
BUS 275	\$ 96.00	\$ 101.00	\$ 5.00	\$ 141.75	\$ 40.75	Fall 2023

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

Meeting of February 21, 2023

ACTION EXHIBIT NO. 16840

SUBJECT: DESTRUCTION OF CLOSED SESSION VERBATIM RECORDINGS

RECOMMENDATION: That the Board of Trustees approve the destruction of six (6) verbatim recordings of the Closed Session of the Board of Trustees made on 1/26/21, 2/16/21, 3/16/21, 4/20/21, 5/18/21, and 6/15/21 in accordance with Illinois law.

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

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 February 21, 2023

ACTION EXHIBIT NO. 16841

SUBJECT: SOUTH CAROLINA COLLEGE TOUR

RECOMMENDATION: That the Board of Trustees approve the expenses for the South Carolina College Tour for 34 students and 4 employees to travel overnight for 4 days from March 12-16, 2023. The students will view 6 colleges and universities and tour a plantation, a museum and other activities in the South Carolina area. The total cost of the entire trip should not exceed \$21,000.00. Please see attached for the summary of expenses.

RATIONALE: This college tour is to provide students services that pertain to retention and completion and provide opportunities during the spring semester break for student engagement, potential college transfer, and career mindset as students continue to complete their course of studies at Triton College in the summer, fall and beyond. Funding for this activity will be from closing out the TRIUMPH grant and other fund sources.

Submitted to Board by: _____


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

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

SPRING BREAK 2022: SOUTH CAROLINA COLLEGE TOUR

Columbia, SC

March 12-17, 2023

34 students and 4 staff

Day 1: Sunday, March 12, 2023

- 5:00 a.m.** **Students Arrive at Triton College**
- 6:30 a.m.** **Board Transportation Bus at Triton College**
2000 Fifth Ave, River Grove, IL 60171
- 7:00 a.m.** **Depart from River Grove to Holiday Inn Express Hotel**
211 Lanneau Court, Columbia, SC 29212
- 7:30 p.m.** **Arrive at Holiday Inn Express Hotel**
211 Lanneau Court, Columbia, SC 29212 (approx. 12 hours)
-
- 8:30 pm.** **Check In at Hotel, unpack, unwind and prepare for the next day!**

Day 2: Monday, March 13, 2023

- 6:30 a.m.** **Wake Up!!**
- 7:00 a.m.** **Breakfast at Hotel**
- 8:45a.m.** **Depart Hotel**
- 10:00a.m.-11:00 a.m.** **Arrive at Morris College**
100 West College Street, Sumter, South Carolina
Information Session and Walking Tour
- 11:00-12:00pm** **Lunch at Morris College**
- 12:30 p.m.** **Depart Morris College – Charleston, SC Activity**
- 2:00 p.m.** **Arrive at Magnolia Plantation/From Slavery to Freedom Tour**
3550 Ashley River Road, Charleston, SC 29414
- 2:30-4:30pm** **Magnolia Plantation Tour**
Slavery to freedom, plantation, and garden tour
- 5:00pm- 7:00pm** **Dinner at Charleston, SC**
- 7:30 p.m.** **Depart Dinner**
- 9:00pm** **Arrive at Holiday Inn Express Hotel**
- 9:00pm – 9:30pm** **End of day reflection**

Day 3: Tuesday, March 14, 2023

6:30 a.m.	Wake Up!!
7:00 a.m.	Breakfast at Hotel
8:45 a.m.	Depart Hotel
10:00 a.m.	Arrive at South Carolina State University 300 College Street NE, Orangeburg 29117
10:30a.m.-11:40 a.m.	Information Session and Walking Tour
11:40 p.m.-1:00pm	Lunch- SC State University
1:15 p.m.	Depart SC State University – Clafin University
1:30 p.m.	Arrive at Clafin University 400 Magnolia St., Orangeburg, SC 29115

2:00-3:45pm **Information Session and Walking Tour**

4:00 p.m.	Depart to either dinner or back to hotel
5:45 p.m.-7:45p.m	Dinner
8:00p.m	Arrive at Holiday Inn Express Hotel 211 Lanneau Court, Columbia, SC 29212
8:00pm- 8:30pm	End of day reflection
8:45pm	Hotel Pool w/Chaperons

Day 4: Wednesday, March 15, 2023

7:00 a.m.	Wake Up!!
8:00 a.m.	Breakfast at Hotel
10:15 a.m.	Depart Hotel
10:45am	Arrive Benedict College 1600 Harden Street, Columbia, SC 29204
11:00am – 12:00pm	Information Session and Walking Tour
12:00pm – 1:00pm	Lunch at Benedict College
1:30pm	Depart Benedict College – University of South Carolina
1:45pm	Arrive at U of SC 945 Bull Street, Columbia, SC 29208

2:00pm- 300pm	Information Session and Walking Tour
3:30pm	Depart University of South Carolina – Columbia Place Mall
3:45pm	Arrive at Columbia Place Mall 7201 Two Notch Rd, Columbia, SC 29223
5:45 pm.	Depart to dinner
6:15pm	Arrive at Dinner
6:30pm- 8:30pm	Dinner
9:00pm	Arrive at Holiday Inn Express Hotel 211 Lanneau Court, Columbia, SC 29212
9:00pm- 9:45pm	End of day and tour reflection before we depart the next day

Day 4: Thursday, March 16, 2023

6:00 a.m.	Wake Up!!
6:30 a.m.	Breakfast at Hotel
7:00 a.m.	Depart Hotel – Clemson University
9:00a.m.	Arrive at Clemson University 105 Sikes Hall, Clemson, SC 29634
9:15 a.m-10:45am	Information Session and Walking Tour
10:45am	Grab Lunch, Hit the road back to Triton College 2000 Fifth Ave, River Grove, IL 60171
9:30pm	Arrive at Triton College

Budget:

Transportation:	\$9,611.00
Hotel:	\$7,388.16
Plantation Tour:	\$500.00
Food:	\$2,500.00

Total Trip: \$19, 999.16 (\$20,000.00)



AN IHG HOTEL

Hotel Proposal

February 9, 2023

Stephanie Townsend, Director of Student Support Initiative
Triton College
2000 Fifth Avenue
River Grove, IL 60171
708-580-9980
stephanietownsend@triton.edu

Dear Stephanie,

RE: Triton College, Sunday, March 12, 2023 – Thursday, March 16, 2023

The **Holiday Inn Express & Suites Columbia 1-26 Harbison Blvd** would be delighted to have the opportunity to host the **Triton College Tour**. We realize that you want your guests to have a comfortable stay while in Columbia, here at the **Holiday Inn Express & Suites Columbia 1-26 Harbison Blvd** We deliver the level of service your guests deserve!

OUR UNDERSTANDING OF YOUR NEEDS

Room Block & Rate:

ROOM TYPE	RATE	Sunday	Monday	Tuesday	Wednesday
		3/12/2023	3/13/2023	3/14/2023	3/15/2023
<i>2 Queen Standard</i>	\$104.00	11	11	11	11
<i>2 Queen Suites (2 Queens + sofa bed)</i>	\$104.00	5	5	5	5
<i>Total Room Block</i>		16	16	16	16

The above quoted room rates are also subject to any applicable city, state or federal taxes, any and all applicable fees or other Hotel imposed fees that may apply at the time of room occupancy.

Current state & city occupancy tax is 11% tax per day, this tax is subject to change without notice.

211 Lanneau Court Columbia, SC 29212 – Phone -803-732-2229

Total \$7,388.16

CANCELLATIONS

Guest rooms can be cancelled up to 24 hours prior to arrival, without penalty.

Room blocks can be cancelled up to 7 days prior to arrival, without penalty.

METHOD OF RESERVATIONS

Reservations for the Event will be made by Rooming List.

CUT-OFF DATE

Reservations by attendees must be received on or before Friday, March 3, 2023.

BILLING ARRANGEMENTS

The following billing arrangements apply to sleeping rooms: Credit Card Authorization Form will be provided. There is an option to pay with a check, which must be received and cleared at least 2 weeks prior to arrival, with a deadline of February 24, 2023.

IHG REWARDS CLUB

IHG Rewards Club provides Points to eligible IHG Rewards Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Contact has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to:

Member Name: Stephanie Townsend

IHG Rewards Club Number: 262267387

CONCESSIONS

- Complimentary breakfast
- Complimentary wireless internet
- Complimentary bus parking

HOTEL AMENITIES

We offer several amenities that will ensure your attendees have a comfortable visit while in the Columbia, SC area:

- Complimentary Full buffet American Breakfast
- Complimentary Wireless High-Speed Internet Access in guestrooms and Public Space
- 24 Fitness Center
- IHG Rewards Points to Planner
- Complimentary Parking
- Business Center
- Refrigerators and Microwaves in all guestrooms.

Why Select Holiday Inn Express & Suites Columbia 1-26 Harbison Blvd?

- From Riverbanks Zoo to the Koger Center for the Arts, we are a short drive from the attractions of Columbia, SC. The hotel is in the heart of Harbison Blvd shopping and dining.
- Columbiana Centre across the street and 50-plus restaurants within one mile.
- Beautiful Lake Murray, The Jewel of SC, is just 17minutes from the hotel.
- 12 miles from Columbia Metropolitan Airport (CAE)
- 11 miles from USC, 15 miles from Fort Jackson
- 15 minutes from downtown Columbia and the State Capital.

Thank you again for considering the **Holiday Inn Express & Suites Columbia 1-26 Harbison Blvd** for your upcoming event.

SIGNATURES

Contact or Authorized Representative of Organization:

Name: (Print) Stephanie Townsend

Title: (Print) Director of Student Support Initiatives

Signature: 

Date: 2/10/2023

Approved and authorized by Hotel:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Julia E Willis

From: reservations idealcharter.com <reservations@idealcharter.com>
Sent: Thursday, February 9, 2023 3:47 PM
To: Julia E Willis
Subject: Fw: Quote from Ideal Charter, LLC [Ref# 84368]

This email did not originate from the Triton College email system.
If the source looks suspicious, do not open attachments, click on links or provide your credentials.

If you have any additional questions, please do not hesitate to contact us. We look forward to serving your transportation needs.

Sincerely,

Kelley McKinney
Account Manager
Ideal Charter
P: (708) 570-4019
F: (708) 810-9800
Katie@IdealCharter.com

To check the current safety rating of all transportation companies please visit:

<https://safer.fmcsa.dot.gov/CompanySnapshot.aspx>

Ideal Charter DOT#1875397

Always ask all transportation companies for their DOT Number. Then visit the above website to pull their safety rating. If your search includes a safety rating, Satisfactory is the highest rating - meaning the company complies with federal safety requirements. A Conditional rating means the company may not be complying with some requirements, but can still operate. Bus companies with Unsatisfactory safety ratings are generally not allowed to operate.

From: Ideal Charter, LLC <reservations@idealcharter.com>
Sent: Thursday, February 9, 2023 3:46 PM
To: reservations [idealcharter.com](mailto:reservations@idealcharter.com) <reservations@idealcharter.com>
Subject: Quote from Ideal Charter, LLC [Ref# 84368]



Ideal Charter, LLC
9982 Andersen Avenue Unit A
Chicago Ridge, IL 60415

ALL RESERVATIONS ARE ACCEPTED ON A FIRST COME FIRST SERVE BASIS BASED ON AVAILABILITY.

Please click this link to view our Company Bio: </Uploads/6067/IdealCharterBio.pdf>

Please click this link to view Images of our Vehicles: </Uploads/6067/IdealCharterFleet2022.pdf>

Please click this link to view our DOT Safety Letter: </Uploads/6067/DOTSafetyLetter2021.pdf>

Ideal Charter, LLC..

Quote: 84368

Dear Julia Willis,

Thank you for considering Ideal Charter, LLC for your transportation needs. We will be happy to provide you with private, safe and reliable transportation.

Below please find your price quote. Should you have any questions, please contact us at (708) 570-4019.

If you would like to finalize your reservation please print out, initial and sign this form and fax to 708-810-9800 or email to reservations@idealcharter.com. Your reservation is not confirmed until you receive an email confirmation for your reservation.

Customer:	Julia Willis
Contact & Phone Number	
Secondary Contact & Phone Number :	

Trip Routing Information:	<p>Pick-up Date: 03/12/2023 Pick-up Time: 07:00 Vehicle Type: 39 Passenger Mini Bus Occasion: Trip Duration: 10 hr(s) Routing Details: PU: , TBD, River Grove IL, ST: , TBD, Columbia SC, DO: , TBD, River Grove IL,</p> <p>Notes/Comments: 5 day trip! March 12-16, 2023! Customers are responsible for the drivers hotel accommodations and any other fees that may apply. **PRICING MAY VARY BASED ON FINAL ITINERARY*</p> <p>Price based on itinerary provided at the time of obtaining quote with basic information from the consumer and may be subject to change upon receipt of full itinerary and route information. *Prices are subject to change without notice. Please note that a vehicle is not secured until a signed contract and deposit is submitted.*</p> <p>***THERE IS NO GUARANTEE THAT OVERTIME HOURS WILL BE AVAILABLE. PLEASE BE SURE THAT THE NUMBER OF HOURS BOOKED WILL BE SUFFICIENT TIME FOR YOUR EVENT. OVERTIME CHARGES WILL APPLY AT A RATE OF \$110 PER HOUR FOR ALL MINIBUS. COACH BUS RENTALS OVERTIME CHARGES APPLY AT A RATE OF \$150 PER HOUR FOR ALL MOTOR COACH RENTALS ***</p> <p>Outlets, USB charging ports, microphones, radio and TV/DVD are a complimentary service provided by Ideal Charter, LLC and no discounts will be offered for outlets, USB charging ports, microphones, radio and TV/DVD that are non-functional during your charter.</p>
---------------------------	---

Cash or Check Price	Rate Description	Amount
	Per Mile: (5 x 1686.00)	\$8430.00
	STC:	\$9.00

Miscellaneous Fee:	\$1172.00
Estimated Total (USD):	\$9,611.00*

Payment Terms: A retainer of 50% of the charter price is due to reserve the vehicle. The price of your charter is quoted as a cash price. If paying by cash or check, a credit card will still be required on file. There will be a 4% convenience fee on any other form of payment. Payment by check is due 14 days prior to the departure date.

THERE IS AN ADDITIONAL 4% CONVENIENCE FEE FOR ALL CREDIT CARD TRANSACTIONS.

GRATUITY IS NOT INCLUDED

Additional fuel charges may apply for all shuttles and itineraries that are not yet determined.

Department of Transportation allows your chauffeur 10 hours of drive time and a total of 15 hours of on duty. Your chauffeur then requires 8 hours of off duty time. Additional fuel charges may apply for all shuttles and itineraries that are not yet determined.

Extra Services We Offer:

- **WiFi** \$50.00 per bus per day
- **Stocked Cooler** \$30.00 ice water
- **Onsite Coordinator** \$60.00 Per Hour
- **Meet & Greet at airport** \$60.00 Per Hour
- **Professional Tour Guide** we have access to English, Spanish, German, Italian guides plus more... \$300.00 (4 hour tour - longer tours are available - \$75.00 each additional hour)
- **Restroom** is only offered in the 56 passenger motor coach

IDEAL CHARTER TERMS AND CONDITIONS

ALL CHARGES WILL BE FINALIZED BY IDEAL CHARTER MANAGEMENT, LLC.

Please complete, sign and initial all pages of this form and email to reservations@idealcharter.com or fax back to 708-810-9800
(Contact office to confirm receipt of contract)

- The client assumes full financial liability, including consequential damages, for any damage to the vehicle caused during the duration of the rental by them or any member of their party. Sanitation fee of \$250.00 will be charged if vomiting occurs. If vehicle is left dirty by any member of the party in the vehicle there will be additional clean up fees at a minimum of \$80 Per Hour.
- Itineraries must be in writing to our office at least 2 days prior to service date. Ideal Charter, LLC.'s driver will be furnished with a copy of the entire agreed upon itinerary, and driver will be specifically instructed to strictly follow it. If you make any changes in the agreed upon itinerary at the time of service, Ideal Charter, LLC. will not be responsible of the damages or the delays **occurred due** to the change of itinerary and may be subject to additional fees at the discretion of Ideal Charter, LLC. The coordinator or the customer will be the sole party responsible for coordinating with the drivers **during** the duration of the service and directing passengers to the vehicle. Not having a coordinator may cause **passengers** to not properly locate the vehicle and confusion between drivers and passengers. As such, **neither** Ideal Charter, LLC. nor its agents are responsible for failure of passengers to locate the shuttle service. If the contact person cannot be reached at the time of service Ideal Charter, LLC will not be responsible for any damages. Scheduled stops, drop offs and/or turnaround times may be longer than anticipated based on traffic/road conditions and such Ideal Charter, LLC. Shall not be liable for any delays.
- Ideal Charter, LLC. will not be responsible for delays or termination caused by act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, the hazards or danger incident to state of war, accidents, breakdowns, bad road conditions, snow storms and other conditions beyond its control and does not guarantee to arrive at or depart from any point at a specific time. Ideal Charter, LLC. will endeavor to maintain

the schedule submitted to its agent or employee, but same is not guaranteed. If any of the above conditions, or any other condition beyond its control, make it, in the opinion of Ideal Charter, LLC. inadvisable to operate vehicles, either from the place of origin, or to any point en route, Ideal Charter, LLC. shall not be liable therefore or be caused to be held for damages for any reason whatsoever. The Customer will be held responsible for any and all damage incurred to the vehicle by the passengers for duration of the event.

- Ideal Charter, LLC. Reserves the right to substitute one vehicle or more vehicles for a booked vehicle providing the Customer the same or greater seating space in total. Any downsizing of previously reserved duration of service or vehicle size will not relieve Customer from the responsibility of paying the full amount of the originally scheduled charter.
- The Customer and all passengers in Customer's party are expected to conduct themselves in a manner not injurious to themselves, to third parties, or to the hired vehicle. Customer agrees to indemnify Ideal Charter, LLC. For any damages and attorney fees resulting from any third-party claims as a result of the acts or omissions of Customer or the Customer's party. If at any time the service is terminated due to unruly conduct, damages to the vehicle, or abuse of any kind that Ideal Charter, LLC. Deems valid, no refund of money will be made. Ideal Charter, LLC. Reserves the right to refuse service as it deems appropriate. Decision as to the unusual use or wear of the vehicle rests with Ideal Charter, LLC. Solely, and its experience as to the general use of hired vehicle. Customer is fully responsible for the repair and/or replacement of any part of the vehicle harmed by any passenger.
- Ideal Charter, LLC. Is not liable for the loss or damage of any items of personal property. Ideal Charter, LLC. Is not responsible for: Loss or damage to luggage including contents, Carry-on items that may be damaged in transit, Cash, jewelry and computers, Items left in vehicles. In no event shall Ideal Charter, LLC. or any of its affiliates, or any of their officers, directors, employees, agents, representatives, information providers or licensors be liable for any direct, indirect, incidental, special, consequential, punitive or other damages (regardless of the form of action) arising out of (i) use of the service by any person, including but not limited to any damage caused by any reliance on, or any delays, inaccuracies, errors or omissions in, any information and content accessed over the service, (ii) any use or inability to use the service for whatever reason, including but not limited to communications failure or any other failure with transmission or delivery of any information accessed through the service, or (iii) any goods or services discussed, purchased or obtained, directly or indirectly, through the service, in each case even if advised of the possibility of such damages.
- Cancellation Policy: Canceling prior to 7 days of the departure date, a penalty of 50% of the charter price will be charged. Cancelling within 7 days of the departure date, 100% of the total charter price will be assessed to the chartering party.
- **Card Holder Initials:** _____

Guarantee/Payment Information: If paying by cash or check, a credit card will still be required on file.

Circle one:	Amex	Visa	MasterCard	Diners	Security Code	
Card Number:					Expiration:	____/____
Full Name on Card:						
Billing Address:						
City:		State:		Zip:		
By signing this form, you agree that you are the credit card holder and you are requesting the services listed at the attached file and you are authorizing Ideal Charter Management, LLC.. to charge the credit card listed above for the services.						

GRATUITY IS NOT INCLUDED

Card Holder Signature :		Date :	
-------------------------	--	--------	--

(PLEASE MAKE A COPY OF BOTH SIDES OF YOUR CREDIT CARD AND FAX IT BACK)

Please note that this reservation CANNOT be considered FINAL or CONFIRMED until the retainer is charged or an email confirmation is sent to the email address you provided.

Low Price Guarantee

Our commitment to our clients is to provide them with quality service at the most affordable prices. Ideal Charter is happy to offer a low price guarantee wherein we will meet or beat our competitors pricing on the same charter, with the same type of vehicle in most cases.

- * Based on availability
- * Competitors vehicles must be equivalent to our selection by year, model and capacity
- * Valid on new reservations only
- * Must be able to provide the lowest quote in writing
- * Other restrictions may apply.

Questions regarding our price matching and/or low price guarantee should be directed to our sales department by email or facsimile at: reservations@idealcharter.com or by fax at 708-810-9800.

MAGNOLIA

PLANTATION & GARDENS

16  79

TOUR QUOTE - 02/10/2023

Triton College
2000 Fifth Avenue
RIVER GROVE, IL 60171

Group: Triton College
Arrival Date: 03/13/2023

Expected Guest Count: 31
Arrival Time: 2:00 PM

Dear Stephanie Townsend,

Below, please find your quote and tentative itinerary for the group you are requesting to visit on 03/13/2023. Please verify the information and let us know if you would like to make any changes or additions.

ORDER SUMMARY

QTY	Description	Time	Price	Total
3	Youth Group Garden Admission - Adult		16.00	48.00
2	Youth Group Garden Admission - Chaperone		0.00	0.00
26	Youth Group Garden Admission - Youth		8.00	208.00
29	Youth Group Slavery to Freedom Tour	2:30 PM	8.00	232.00
2	Youth Group Slavery to Freedom - Comp	2:30 PM	0.00	0.00
			Subtotal	488.00
			Tax	0.00
			Order Total	488.00
			Deposit due	244.00

NEXT STEPS | ACTION REQUIRED

To reserve your spaces for the date and time requested, we require a 50% deposit, which is fully refundable up to 30 days before 03/13/2023. Your deposit can be paid by either phone or filling out our credit card authorization form. Please see the attached tour agreement for our policies and procedures.

THANK YOU FOR YOUR BUSINESS!

Total = \$ 500.00

MAGNOLIA

PLANTATION & GARDENS

16  79

GROUP TOUR AGREEMENT

Payment of the initial deposit constitutes acceptance of and your agreement to be bound by the terms of this Agreement.

This Group Tour Agreement (the “**Contract**”) is effective as of 02/10/2023 (the “**Effective Date**”) and is between Triton College (the “**Group**”) and Magnolia Plantation Corporation d/b/a Magnolia Plantation and Gardens (“**Magnolia Plantation**”) and governs the terms and conditions of the Group’s tour (the “**Tour**”) of the historic Magnolia Plantation and Gardens in Charleston, South Carolina (the “**Location**”).

1. **Term.** This Contract is effective on the Effective Date and will continue until the date of the scheduled Tour, 03/13/2023, unless terminated as allowed by this Contract, or unless Magnolia Plantation agrees in writing to extend the date of the Tour.

2. **Not a Private Event.** The Group acknowledges that during the Tour other guided tours also may be taking place at the Location, near or together with the Group, and that the Tour is not a private Group event. Private tours may be available, in the sole discretion of Magnolia Plantation, but only if Magnolia Plantation and Group agree to a private tour in advance, in writing.

3. **Areas to Be Visited During Tour.** During the Tour, the Group will be granted access to the parts of the Location that are covered in the Tour. However, if any member of the Group violates the requirements of this Contract, including but not limited to the Group Responsibilities set forth in Section 8, Magnolia Plantation expressly reserves the right to terminate this Contract immediately and to require all or part of the Group to leave the Location.

4. **Access.** The Location is a historic property which includes natural terrain, and the Group acknowledges that because of the nature of the terrain some members of the Group may find participating in all or part of the Tour to be physically difficult. While Magnolia Plantation does not provide golf carts, wheelchairs, or other means of conveyance for visitors to the Location, any Group participant may bring his or her own wheelchair to the Location. By using one’s own equipment at the Location, all Group participants release Magnolia Plantation for all liability in connection with such use. Prior to the scheduled Tour date, the Group Representative (as defined below) must notify Magnolia Plantation of any Group participant with access issues, so that Magnolia Plantation can make efforts to reasonably accommodate the participant. Accommodations may include allowing additional time for the Tour and/or suggesting alternate sites to visit within the Location.

5. **Reserving a Tour.** In order to reserve a Tour, the Group must: (i) designate a Group Representative to act as the Group’s representative during the Tour (the “**Group Representative**”); (ii)

MAGNOLIA

PLANTATION & GARDENS

16



79

confirm the date and specifics of the Tour with Magnolia Plantation by communicating with Magnolia Plantation's Group Sales Coordinator; and (iii) agree to the terms of this Contract by paying the Fees associated with the Tour in accordance with Section 7 below to Magnolia Plantation either by credit card via e-mail at nhitchcock@magnoliaplantation.com or by check via mail to:

Magnolia Plantation and Gardens
Attn: Tours Department
3550 Ashley River Road
Charleston, SC 29414

6. **Catering.** Magnolia Plantation offers catered lunch services through its Café, and you may request a copy of the Lunch Menu and order form if you are interested in this option. The following are the terms of any catering options selected by your Group:

- a. All catering orders must be **PREPAID** and are **NON-REFUNDABLE**.
- b. A catering deposit is due at the time your order is placed, and failure to place your order at least fourteen (14) days prior to your scheduled Tour date will result in cancellation of your catering order and **NO REFUND SHALL BE ISSUED**. All catering orders must be finalized no later than fourteen (14) days to your scheduled Tour date.
- c. The Group is responsible for making new arrangements for any lunches or other meals if your catering order is cancelled. Any new arrangements must comply with Magnolia Plantation's catering rules and conditions, which are available upon request.
- d. Magnolia Plantation's Café staff will set up and deliver lunch or other meals fifteen (15) minutes prior to the Group's scheduled lunch start time.

7. **Fees and Discounts.** The Fees for the **Tour** and any catering services are described in the itinerary which will be sent to the Group Representative's e-mail address from Magnolia Plantation's booking system (the "**Fees**"), and the Group agrees to **pay** all Fees that apply as follows:

a. Fifty percent (50%) of the Fees is due as a deposit (the "**Deposit**") at the time the Tour is booked. Final payment of all remaining Fees is required no later than fourteen (14) days prior to the Tour date (the "**Reservation Date**"). Regardless of the number of people in your Group, a minimum Fee for fifteen (15) people will apply. If the Group fails to pay the Fees for the Tour and any catering services, in full, by the Reservation Date, **the Tour will be subject to cancellation by Magnolia Plantation**.

b. Payment may be made by:

MAGNOLIA

PLANTATION & GARDENS

16  79

i. Credit or debit card through the Magnolia Plantation Representative prior to the Reservation Date. Magnolia Plantation reserves the right to use this same credit card number to cover any damage to property at the Location caused by any Group participant.

ii. Check mailed to the address in Section 5 above. Please note that any payment by check must be received no later than fourteen (14) days prior to your scheduled Tour date. Any non-sufficient funds or dishonored checks will be charged a \$50.00 bad check fee in addition to any other available penalties available by law. Magnolia Plantation reserves the right to refuse any further check payments if a non-sufficient funds or dishonored check incident occurs. In the event the Group pays the Fees by check, the Group Representative must still provide Magnolia Plantation with credit card information which will be used solely in the event of damage to property caused by a Group participant, as addressed elsewhere in this Contract.

c. Magnolia Plantation will email the Group a receipt for the Fees once the Group's payment has been processed. The Group Representative is responsible for ensuring that the proper email address is provided to Magnolia Plantation.

d. Any unpaid Fees shall accrue a monthly finance charge of one- and one-half percent (1.5%) per month, until the Fees are paid in full. The Group hereby agrees to pay all costs of collection, including reasonable attorney fees and court costs, incurred by Magnolia Plantation if legal action is instituted by Magnolia Plantation against the Group for breach of the Group's payment responsibilities hereunder.

8. The Group's Responsibilities.

a. **Representative.** Prior to the date of the Tour, the Group must designate the Group Representative and will inform Magnolia Plantation of the specific name and contact information (including a working cell phone number) of the Group Representative, who will accompany the Group in person on the Tour. Any communications made by Magnolia Plantation to the Group Representative shall be as effective as if made to every single member of the Group individually.

b. **Scheduling.** At the time of booking, the Group must provide Magnolia Plantation with the Group's requested tour times, the name and contact information of the Group Representative, preliminary headcount, and correct name of the Group. Magnolia Plantation will make a reasonable effort to create a Group itinerary and to schedule the Tour. Available tour times may vary according to the season, and if the Tour is booked more than six (6) months in advance, the Tour's time and date may need to be adjusted. Magnolia Plantation expressly reserves the right to modify the Tour date and time, if in its sole discretion such an adjustment becomes necessary. In that event, or in the event of equipment

MAGNOLIA

PLANTATION & GARDENS

16



79

break-down or unsafe conditions in a structure on Magnolia Plantation's property are discovered, Magnolia Plantation will contact the Group as soon as possible and make efforts to reschedule the Tour.

c. **Check-In.** The Magnolia Plantation Representative (the "**Magnolia Plantation Representative**") will greet the Group's vehicle at the scheduled arrival time and will provide the Group with specific directions and instructions.

d. **Arrival Time.** The Group Representative will provide Magnolia Plantation with the final number of Group participants, and anticipated arrival time, at least forty-eight (48) hours before expected arrival by calling the Magnolia Plantation main office at (843) 571-1266 (choose the administration office option). If the Group is running late on the day of the Tour, the Group Representative must call the Magnolia Plantation main office at (843) 571-1266 (choose the administration office option) and notify Magnolia Plantation that the Group is running late.

e. **Lost or Damaged Property.** Magnolia Plantation shall have no liability to the Group for any lost or stolen property belonging to Group members. The Group assumes all liability for any lost, stolen, damaged or destroyed property (whether belonging to a Group member or to Magnolia Plantation) caused by any Group member at the Location, and is responsible for payment of any damages, as determined in Magnolia Plantation's sole discretion. The Group agrees Magnolia Plantation may charge any assessed damages to any credit or debit card which was used to pay the Fees.

f. **Dangerous Activities.** The Group is responsible for all activities that take place at the Location and for conduct of its members at the Location. Magnolia Plantation reserves the right to terminate all access of the Group to Magnolia Plantation's property if Magnolia Plantation's employees, contractors and/or agents reasonably believe they are threatened or if any activities that may arise during the Group tour would place them in risk of any unreasonable danger or peril. Drug and alcohol use by members of your Group is strictly prohibited while at the Location unless prior written approval is given by Magnolia Plantation, which may be granted or withheld in its sole discretion. This policy is in place to ensure the safety and security of all Magnolia Plantation guests due to the large and diverse number of guests at the Location at any given time.

g. **Picnic Lunches.** Group members may bring their own picnic lunches, which may be consumed at any of the designated picnic areas at the Location. A map of these areas is available upon request from the Magnolia Plantation Representative. Group members are responsible for disposing of all trash and other picnic items in the trash bins on-site.

h. **Late Arrival.** The Group Representative shall notify Magnolia Plantation in advance if the Group will be arriving later than scheduled. The Group acknowledges that Magnolia Plantation often provides multiple tours on a single day, and any change to the Group's scheduled arrival may disrupt other

MAGNOLIA

PLANTATION & GARDENS

16



79

tours or scheduled events at the Location. Magnolia Plantation does not guarantee, in the case of late arrival, that other tour times will be available on a given date but will make a reasonable effort to accommodate the Group, depending on availability. **The Group acknowledges and agrees that there shall be no refund for cancellation or late arrival.**

i. **Parking.** Any groups over fifteen (15) people that are **NOT** arriving by bus must park in the Magnolia Plantation general parking lot and the Group Representative is responsible for checking in at the Magnolia Plantation ticket booth/Welcome Center. The Magnolia Plantation representative will then provide directions for the Group.

9. **Modification of Group Tour.** Magnolia Plantation **WILL NOT** be able to accommodate any changes to Tour dates or times requested within forty-eight (48) hours of the scheduled Tour. Any modification to a scheduled Tour date and time must be requested at least forty-eight (48) hours in advance of the scheduled Tour. In the event of a timely request, Magnolia Plantation will make efforts to reschedule the Tour, but Magnolia Plantation cannot guarantee a revised Tour date and time once the Group has agreed to this Contract.

10. **Magnolia Plantation Hours.** No Group tours, tour vehicles, or Group members may enter the Location prior to the posted opening hours and must exit prior to the posted closing time. The Group is responsible for verifying with Magnolia Plantation the operating hours prior to the Tour date.

11. **Cancellation.** This Contract may be terminated by either party at any time for any reason. If the Group terminates this Contract or cancels the scheduled Group tour for any reason or no reason less than thirty (30) days before the date scheduled for the Group Tour, the Group will forfeit the Deposit paid to Magnolia Plantation. If the Group terminates this Contract or cancels the scheduled Group Tour for any reason or no reason after fourteen (14) days of the date scheduled for the Group Tour, the full Fees are due and payable to Magnolia Plantation.

12. **Indemnification.** The Group agrees to indemnify, defend, and hold Magnolia Plantation and its affiliates and their respective officers, directors, employees and agents harmless from and against any and all third-party claims, losses, liabilities, damages, expenses and costs, including attorneys' fees and court costs, arising out of the Group's or any Group member's (i) negligence, gross negligence, or willful misconduct or (ii) its material breach of any of the terms of this Contract. Magnolia Plantation shall provide the Group with prompt written notice of any claim, and shall reasonably cooperate with the Group, its insurance company and its legal counsel in its defense of such claim(s).

13. **Limitation of Liability.** IN NO EVENT SHALL MAGNOLIA PLANTATION BE LIABLE UNDER THIS CONTRACT TO THE GROUP OR ANY GROUP MEMBER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST

MAGNOLIA

PLANTATION & GARDENS

16  79

PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. MAGNOLIA PLANTATION'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THIS CONTRACT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF THE FEES PAID BY THE GROUP UNDER THIS CONTRACT. This section shall survive the termination of the Contract.

14. **No Assignment.** Neither this Contract, nor any right or interest herein, may be assigned, in whole or in part, without the express written consent of Magnolia Plantation. Any purported assignment that is not expressly permitted by this clause shall be null and void.

15. **Force Majeure.** Neither party shall be liable for delay or failure in the performance of its obligations under this Contract, except for the payment of money, if such delay or failure is caused by conditions beyond its reasonable control, including but not limited to, fire, flood, inclement weather, accident, earthquakes, epidemics, pandemics, quarantine restrictions, electrical outages, network failures, acts of God, terrorism, civil commotion, or labor disputes. Each party shall use reasonable efforts to notify the other party of the occurrence of such an event within five (5) days of its occurrence.

16. **Relationship of the Parties.** Magnolia Plantation and its employees, subcontractors, agents and personnel are independent contractors and not employees of the Group. Nothing in this Contract, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. Neither party shall take any action or sign any agreement on the other party's behalf without the other party's prior written consent, and neither party shall represent to any third parties that it has the power to bind the other party.

17. **Governing Law and Venue.** This Contract will be governed by and interpreted in accordance with the laws of South Carolina, without giving effect to the principles of conflicts of law of such state. The parties hereby agree that any action arising out of this Contract will be brought solely under the relevant courts located in any state or federal court located in Charleston County, South Carolina. Both parties hereby submit to the jurisdiction and venue of any such court. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS CONTRACT.

18. **Attorney's Fees.** If any legal action is commenced related to, or arising out of, this Contract, the prevailing party in such action shall recover all costs of defending or prosecuting the action, including, without limitation, all court or arbitration costs or mediation costs and reasonable expert fees and attorneys' fees.

MAGNOLIA

PLANTATION & GARDENS

16



79

19. **Severability.** If any clause or portion of this Contract shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining clauses or portions shall remain in full force and effect.

20. **Waiver.** No waiver of any term or right in this Contract shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any clause of this Contract shall not be construed as a waiver or modification of such clause, or impairment of its right to enforce such clause thereafter.

21. **Entire Agreement; Modification.** This Contract is the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement or communications between the parties, whether written or oral relating hereto. No representation, inducement or promise has been made or relied upon by either party, unless expressly set forth in this Contract. This Contract may be modified only by a written amendment signed by authorized representatives of both parties.

22. **Counterparts.** This Contract may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.

23. **Authority.** The Group Representative who agrees to this Contract hereby represents and warrants that he or she is fully and completely authorized by the Group to agree to this Contract with Magnolia Plantation and to act on behalf of the Group during the Tour and understands that Magnolia Plantation will be relying on the Group Representative to speak for the Group.

Janitorial Supply Bid 2023

2 firms submitted bids for the Janitorial Supply Bid 2023. 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 2:00 p.m. local time, Monday, January 30, 2023, the bids were publicly opened and read aloud in room A-300 by John Lambrecht, O & M, and witnessed by James Pechacek and Rebecca Chavez, O & M, and John McGarry, Purchasing.


It is recommended that the Board of Trustees accept the proposals submitted by North American Corporation for Categories 1 & 5 and Ferguson Facilities Supply for Categories 2, 3, & 4 in accordance with their low specified bids.

These items were competitively bid according to state statutes.

Recommendation along with tabulation is attached.

COMPANY	NET COST
North American Corporation 2101 Claire Court Glenview, IL 60025	\$47,038.46
Ferguson Facilities Supply 7979 West 183 rd Street, Suite C Tinley Park, IL 60445	\$156,491.84

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	02-70900535-540400015
A/C Name	Materials & Supplies
Budget	\$ 350,000.00
Prev. Expend.	\$ 96,803.31
Schedule	\$ 203,530.30
Balance	\$ 49,666.39

Memorandum

January 31, 2023

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Janitorial Supplies – 2023



Operations & Maintenance

Triton College received 2 bids from vendors for the Janitorial Supplies 2023 Bid.

We have carefully reviewed the bids and recommend that Categories 1 & 5 with approved Substitutes be awarded to North American Corporation in the total amount of \$47,038.46 and that Categories 2, 3, & 4 be awarded to Ferguson Facilities Supply with approved Substitutes in the total amount of \$156,491.84.

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

John

TRITON COLLEGE Janitorial Bid FY23 Bid Tabulation						
COMPANY NAME	CATEGORY 1 Floor Care and Floor Pads	CATEGORY 2 Chemicals	CATEGORY 3 Paper & Liners	CATEGORY 4 Hand Soap & Sanitizer	CATEGORY 5 Miscellaneous Cleaning Supplies	Totals
Ferguson	\$21,950.41	\$25,630.58	\$113,792.98	\$17,068.28	\$40,221.82	\$218,664.07
North American	\$18,242.56	\$28,942.00	\$150,532.72	\$24,861.85	\$28,795.90	\$251,375.03

Total Per Vendor

\$156,491.84

\$47,038.46

\$203,530.30