



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, February 18, 2020

- I. CALL TO ORDER** February 18, 2020 at 6:30 p.m.
Boardroom – A-300
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LVI**
[Minutes of the Regular Board Meeting of January 28, 2020, No. 10](#)
[Minutes of the Board Retreat of January 28, 2020, No. 11](#)
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS** – Employee Groups
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
 - A. [Board Policy](#) – First Reading
 - [Business Services](#)
 - [3292 Investment of College Funds](#)
 - [Board Policy](#) – Second Reading
 - [Academic Affairs](#)
 - [6175 Harassment, Discrimination, and Misconduct](#)

B. Action Exhibits

16401 Budget Transfers

16402 Certificate of Final Completion and Authorization of Final Payment for the D Building Science Lab Renovations

16403 Certificate of Final Completion and Authorization of Final Payment for the R Building Gymnasium Floor Refinishing Project

16404 Date Change – Triton Facility Usage by Riveredge Hospital

16405 IDT Paper File Conversion Service Agreement

16406 Agreement with Rosemont Theatre

16407 Approval and Release of Closed Session Minutes of the Board of Trustees

16408 Destruction of Closed Session Verbatim Recordings

C. Purchasing Schedules

D. Bills and Invoices

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

F. Human Resources Report

Offer Position/Administrative Contract Approval*

3.2.01 Jessica Rubalcaba, Director of Business Services

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/>) and in the A Building 3rd floor lobby.

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:23 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Mr. Luke Casson, Mr. Glover Johnson, Mr. Steven Page, Ms. Donna Peluso, Mrs. Elizabeth Potter, Mr. Mark Stephens, Ms. Diane Viverito.

Absent: Mr. Rich Regan.

APPROVAL OF BOARD MINUTES

Ms. Viverito made a motion, seconded by Ms. Peluso, to approve the minutes of the Regular Board Meeting of December 17, 2019. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Faculty Association Vice President Daniele Manni reported that there are three new full-time faculty members this semester, and elections for new officers will be held soon.

Mid-Management Association President Kay Frey reported that they are busy planning In-Service and are looking forward to enrollment activities.

Adjunct Faculty Association President Bill Justiz reported that their In-Service went well and that faculty are happy to be back teaching.

STUDENT SENATE REPORT

Student Trustee Steven Page reported that the semester just started, Club Day was held today to introduce the variety of clubs to students, and TCSA is busy planning for the rest of the year.

BOARD COMMITTEE REPORTS

Finance/Maintenance & Operations

Ms. Peluso reported that the committee forwarded all of the action items on the January agenda to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

None.

PRESIDENT'S REPORT

President Mary-Rita Moore reported that it's wonderful to welcome students back to a new year and a new semester.

CHAIRMAN’S REPORT

Chairman Mark Stephens discussed the ongoing budget process, highlighting the following. Campus renewal with \$175 million in capital improvements has been accomplished over recent years without adversely affecting staffing. Over the last 7 to 8 years, deficit spending has occurred with the reserve dropping to about \$9-10 million. The college’s sources of revenue are: state funding, local property taxes, and tuition. Despite the agenda out of Springfield to raise revenue through sports gaming, legalized marijuana, and a graduated income tax, the Governor’s Office is saying to prepare for budget cuts. Increased revenue from property taxes from Triton’s district cannot be expected if people are to keep their homes. 2020 is the last year of the tuition increase plan in place, and another plan needs to be developed.

Mr. Stephens stated that we need to spur revenue, and the realistic way to do that is to raise enrollment. He called upon everyone to work together and continue to move forward, noting that initiatives like the Math Lab—inventive and creative things to make the student experience better, benefit both the students and the institution. Other revenue-generating ideas such as facility rentals will help, and Mr. Stephens asked that anyone with an idea bring it forward to their supervisor. Getting families onto campus, using the sports facilities for example, is important to build the reputation of Triton, and help engender the feeling of “*this is my college*” in the community.

Mr. Stephens commented that these kinds of issues will be discussed in tonight’s Board Retreat. He will ask again that the Board be utilized out in the community.

Chairman Stephens congratulated new Senate President Senator Don Harmon from Oak Park.

NEW BUSINESS

BOARD POLICY – First Reading

Human Resources 4145 Sexual Harrassment
Student Affairs 5201 Academic Placement

These are first reads and will return to the Board in February for approval. Mr. Stephens commented that more Board Policies will be coming forward as they are reviewed by counsel.

BOARD POLICY – Second Reading

Governance 1166 Board Evaluation
Student Affairs 5902 Athletic Scholarships and Grants-In-Aid

ACTION EXHIBITS

Mr. Stephens asked for the Action Exhibits to be taken as a group along with the second reading of the Board Policies, including:

16394 Budget Transfers
16395 Facility Fee Waiver: Federal Bureau of Investigation
16396 Facility Fee Waiver: U.S. Census Bureau

- 16397 Facility Fee Waiver: West 40 Intermediate Service Center No. 2 and Community Alliance**
- 16398 Renewal of Beverage and Sponsorship Agreement with Pepsi Beverages Company**
- 16399 Annual Contract Subscription with Emsi**
- 16400 Addendum to Clinical Affiliation Agreement with Rush University Medical Center**

Ms. Peluso made a motion to approve the Board Policy second reads and Action Exhibits, seconded by Mr. Johnson. Voice vote carried the motion unanimously.

BILLS AND INVOICES

Ms. Peluso made a motion, seconded by Ms. Viverito, to pay the Bills and Invoices in the amount of \$1,045,249.56.

Roll Call Vote:

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

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

CLOSED SESSION

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

Roll Call Vote:

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

Motion carried 6-0 with the Student Trustee voting yes. The Board went into Closed Session at 6:47 p.m.

RETURN TO OPEN SESSION

Ms. Peluso made a motion to return to Open Session, seconded by Mrs. Potter.

Roll Call Vote:

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

Motion carried 6-0 with the Student Trustee voting yes. The Board returned to Open Session at 7:07 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

Ms. Viverito made a motion, seconded by Ms. Peluso, to approve page 1 of the Human Resources Report, items 1.1.01 through 1.5.02. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Ms. Viverito made a motion, seconded by Mr. Casson, to approve pages 2 through 6 of the Human Resources Report, items 2.1.01 through 2.7.01. Voice vote carried the motion unanimously.

3.0 Administration

Ms. Peluso made a motion, seconded by Mr. Casson, to approve page 7 of the Human Resources Report, items 3.1.01 through 3.3.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Ms. Peluso made a motion, seconded by Mrs. Potter, to approve pages 8 and 9 of the Human Resources Report, items 4.1.01 through 4.5.01. Voice vote carried the motion unanimously.

5.0 Mid-Management

Ms. Peluso made a motion, seconded by Ms. Viverito, to approve pages 10 and 11 of the Human Resources Report, items 5.1.01 through 5.6.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Ms. Peluso made a motion, seconded by Mrs. Potter, to approve pages 13 through 19 of the Human Resources Report, items 6.1.01 through 6.4.02. Voice vote carried the motion unanimously.

7.0 Other

Ms. Viverito made a motion, seconded by Mr. Casson, to approve page 20 of the Human Resources Report, items 7.1.01 through 7.3.01. 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. Peluso to adjourn the meeting, seconded by Mr. Johnson. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 7:08 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Diane Viverito
Board Secretary

Susan Page
Susan Page, Recording Secretary

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the Retreat of the Board of Trustees to order in the Boardroom at 7:08 p.m. The following roll call was taken.

Present: Mr. Luke Casson, Mr. Glover Johnson, Mr. Steven Page, Ms. Donna Peluso, Mrs. Elizabeth Potter, Mr. Mark Stephens, Ms. Diane Viverito.

Absent: Mr. Rich Regan.

CITIZEN PARTICIPATION

None.

BOARD SELF-EVALUATION

Mr. Stephens introduced consultant Mike Monaghan, who helped develop the revised Board Evaluation Policy, to assist the Board in conducting its self-evaluation. He noted that the reason for a revised policy is that the Board of Trustees wanted to have a meaningful discussion rather than just going through the motions of completing a checklist.

The following open discussion proceeded in response to the questions contained in the Board Evaluation Policy.

Community Involvement

- A. *How involved is the Board in the community?*
- B. *Are there opportunities in the district that the Board could become involved in that would benefit the college?*
- C. *Are there events Board members could speak at that would raise the level of interest in the college?*

Mr. Stephens noted that when he goes out into the community, he talks about Triton College, but he would like to see a formal request from the Administration of the Board regarding community involvement. It was suggested that Administration could provide talking points with consistent messaging to the Board, and that Trustees could be advocates talking about how students and parents can save money and maximize their grant funding by attending Triton. Additional talking points could be about affordability, quality, and student success stories.

Suggestions of people that Trustees could talk to were: high school counselors, parents, non-profits, various organizations, Parent Clubs in every high school in the district, and parents of dual credit students. Vice President of Enrollment Management & Student Affairs Dr. Jodi Koslow Martin stated that she would like to talk to Trustees individually regarding their interests and involvement.

Trustees mentioned that they need to feel free to share with Administrators what they hear from the public, such as issues with transferability, and developmental education courses taking up too much grant money.

Enrollment Strategies

- A. *Is Triton's enrollment plan working?*
- B. *Does the Board have a role in encouraging enrollment?*
- C. *Is the Board confident in Triton's on-going enrollment strategy?*

President Mary-Rita Moore commented that there is an enrollment plan in place, and it is being worked, but it is too early to evaluate. It was clarified that enrollment means anything that is matriculated credit toward some sort of completion goal, hopefully a Triton credential.

It was discussed that retention is the reason that enrollment is down. Students typically say that they don't stay because of financial reasons, but there are multiple reasons. Students need to be helped to understand that taking 15 credits per semester will maximize their grant funding, easing their financial burden.

Academic Advising is being strengthened to increase retention, so that students are mentored throughout their time at Triton. It was noted that Health Career retention rates are higher with those students going through programs as a cohort.

The concepts of welcome and care were discussed as part of the current enrollment strategies. Mr. Stephens stated that it's important for employees to believe that everyone's job is the same thing: making a better outcome for students.

Suggestions for improving enrollment and retention included a Disneyland approach to customer service, current students working at recruitment events, website improvements to show what specific classes a student needs at the push of a button, and employee training so that accurate information is given.

Public Image of Triton

- A. *What does the public think of Triton?*
- B. *Does the Board feel that the College is adequately articulating positive messages?*
- C. *What does the Board think is the most positive message Triton can convey to the district?*

Trustees agreed that they get a lot more positive comments than they ever have. It was discussed that the current commercials are high-quality, sophisticated, and amazing.

For a positive message, "*this is your community college*" was highlighted, along with conveying student success stories.

The Board again discussed the importance of having families on campus so that when it comes time for college, everyone thinks about Triton.

Financial Challenges

- A. *What financial challenges does Triton face this next year?*
- B. *Is the Board confident of an increase in state funding?*

C. What demands will collective bargaining have on the college?

As this was discussed in the Regular Board meeting, it was not discussed here.

Triton's Future

- A. What does the Board want Triton to look like in five years?'*
- B. What size student population is desirable?*
- C. How large a faculty & staff would facilitate that population?*

Trustees discussed that what they want to see most is the campus full of students, with a population of 20,000 students. The Board would love to hire more full-time faculty and staff, people who care about serving this community.

Mr. Stephens discussed his vision of an alternative school to fight the issue of dropouts in the district. He hopes to tackle funding difficulties and make it a reality to make a difference in the lives of students who need it the most.

Discussion on how to follow up took place, with suggestions of having a report back in the summertime, an ongoing agenda item, more retreat time, and reports back from Board members once they get out into the community.

ADJOURNMENT

Motion was made by Mr. Stephens to adjourn the meeting, seconded by Mr. Johnson. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 7:54 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Diane Viverito
Board Secretary

Susan Page
Susan Page, Recording Secretary

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

Meeting of February 18, 2020

POLICY SECTION Business Services

POLICY NO. 3292

First Reading

Second Reading

TITLE: INVESTMENT OF COLLEGE FUNDS

PURPOSE: Policy revisions are necessary to conform with the Illinois Sustainability
Investment Act.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

BUSINESS SERVICES

INVESTMENT OF COLLEGE FUNDS

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POLICY 3292

ADOPTED: 01/22/91

AMENDED: 12/21/99

AMENDED: 09/26/17

Policy

It is the policy of the College to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

Scope

This policy includes all funds governed by the Board of Trustees.

Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital, as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio.

Objective

The primary objective, in order of priority, shall be:

- Legality – conformance with federal, state and other legal requirements
- Safety – preservation of capital and protection of investment principal
- Liquidity – maintenance of sufficient liquidity to meet operating requirements
- **Sustainability – maximizing anticipating financial returns, minimizing projected risk, and effectively executing fiduciary duty**
- Yield – attainment of market rates of return

The portfolio should be reviewed periodically as to its effectiveness in meeting the entity’s needs for safety, liquidity, rate of return, diversification and its general performance.

Delegation of Authority

Management and administrative responsibility for the investment program is hereby delegated to the Treasurer who, under the delegation of the Board of Trustees, shall establish written procedures for the operation of the investment program.

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

BUSINESS SERVICES

INVESTMENT OF COLLEGE FUNDS

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POLICY 3292

ADOPTED: 01/22/91

AMENDED: 12/21/99

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Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.

Authorized Financial Dealers and Institutions

The Treasurer will maintain a list of financial institutions authorized to provide investment services. All in-district banks and savings and loans associations who are members of the FDIC or FSLIC system are designated as depositories for investment purposes by this policy. Out-of-district banks will only be used when separately designated by the Board of Trustees except for those currently doing business with the College. Each depository which has funds on deposit shall send to the College its latest audited financial statement. In addition, the College will request from a bank consultant on each of the depositories a bank evaluation analysis.

Authorized and Suitable Investments

The college shall invest in instruments as allowed by the Public Funds Investment Act, 30 ILCS 235/2. A summary of authorized investments follows:

- a) Notes, bonds, certificates of indebtedness, treasury bills, or other securities, which are guaranteed by the full faith and credit of the United States of America.
- b) Bonds, notes debentures, or other similar obligations of the United States of America or its agencies.
- c) Interest bearing accounts, certificates of deposit or interest bearing time deposits or any other investment constituting direct obligations of any bank as defined by the Illinois Banking Act.
- d) Short-term obligations (corporate paper) of corporations organized in the United States with assets exceeding \$500,000,000 if (a) such obligations are rated at the time of purchase within the 3 highest classifications established by at least 2 standard rating services and which mature not later than 180 days from the date of purchase, and (b) such purchases do not exceed 10% of the corporation's outstanding obligations or (c) in money market mutual funds registered under the Investment Company Act of 1940.

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

BUSINESS SERVICES

INVESTMENT OF COLLEGE FUNDS

POLICY 3292

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ADOPTED: 01/22/91

AMENDED: 12/21/99

AMENDED: 09/26/17

Investments shall be made that reflect the cash flow needs of the fund type being invested.

Collateralization

It is the policy of the College to require that all investments which are not guaranteed by the full faith and credit of the United States of America and in excess of FDIC or FSLIC insurable limits be secured by some form of collateral. This is to protect the College's investment in the event the financial institution defaulted due to poor management or economic factors. Financial institutions with capital and surplus in excess of five hundred million are exempt from this provision.

Eligible collateral instruments and collateral ratios are as follows:

- U.S. government securities = 110%
- Obligations of federal agencies = 110%
- Obligations of federal instrumentalities = 110%
- Obligations of the State of Illinois = 110%
- General obligation bonds of the district = 110%

Deposits may additionally be collateralized by a letter of credit issued by a Federal Home Loan Bank, which must be regulated by the Federal Housing Finance Agency and registered with the Securities and Exchange Commission. Collateralization by a Federal Home Loan Bank must be in an amount equal to at least the market value of that amount of funds on deposit exceeding the insurance limitation provided by the Federal Deposit Insurance Corporation.

Whenever investments require collateral in accordance with this policy, an executed collateral agreement, or an irrevocable letter of credit, must be on file with Triton College.

Safekeeping and Custody

All security transactions, including collateral for repurchase agreements, entered into by the College, shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by an independent third party custodian designated by the Treasurer and evidenced by safekeeping receipts and a written custodial agreement.

Diversification

The entity shall diversify its investments to the best of its ability based on the type of funds invested and the cash flow needs of those funds. Diversification can be by type of investment, number of institutions invested in, and length of maturity.

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

BUSINESS SERVICES

INVESTMENT OF COLLEGE FUNDS

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POLICY 3292

ADOPTED: 01/22/91

AMENDED: 12/21/99

AMENDED: 09/26/17

Investment Limits

No investment total in any one financial institution shall exceed fifty percent of the paid-in capital and retained earnings as evidenced by the institution's most recently audited financial statement.

Internal Control

The Treasurer is responsible for establishing and maintaining an internal control structure designed to insure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The internal controls shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting
- Custodial safekeeping
- Written confirmation of telephone transactions for investments and wire transfers

Sustainability

The Treasurer shall regularly consider material, relevant, and decision-useful sustainability factors in evaluating investment decisions, within the bounds of financial and fiduciary prudence. Such factors shall include, but are not limited to: (1) corporate governance and leadership factors, (2) environmental factors, (3) social capital factors, (4) human capital factors, (5) business model and innovation factors, and any other factors as may be provided by applicable Illinois law, rule or regulation.

Performance Standards

This investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a comparable rate of return during a market/economic environment of stable interest rates. The average 90-day T-bill rate will be used as a benchmark against the investment portfolio.

Reporting

The Treasurer shall submit to the Board on a quarterly basis an investment report which shall describe the portfolio in terms of investment securities, cost by fund, average rate of interest, and earnings for the current period and year to date. The report should be provided to the Board of Trustees and be available on request. An annual report should also be provided to the Board.

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

BUSINESS SERVICES

INVESTMENT OF COLLEGE FUNDS

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POLICY 3292

ADOPTED: 01/22/91

AMENDED: 12/21/99

AMENDED: 09/26/17

Indemnification

Employees involved in the investment process acting in accordance with this policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market changes.

Investment Policy Adoption

The investment policy shall be adopted by the Board of Trustees. The policy shall be reviewed on an annual basis by the Treasurer and any modifications made thereto must be approved by the Board of Trustees.

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

Meeting of February 18, 2020

POLICY SECTION Academic Affairs

POLICY NO. 6175

First Reading

Second Reading

TITLE: HARASSMENT, DISCRIMINATION, AND MISCONDUCT

PURPOSE: Revisions are requested to be consistent with federal Title IX law and the Violence Against Women Act, and in accordance with the Illinois Preventing Sexual Violence in Higher Education Act. In our commitment to sustain a safe learning environment for students and a safe working environment for employees, and to ensure compliance with substantial updates to federal and state expectations of Title IX law as it pertains to higher education, it is recommended that the Board approve a more comprehensive policy. This revision includes policy to address dating violence, domestic violence, sexual assault, sexual misconduct, sexual harassment, harassment threats and bullying, stalking, and retaliation.

Submitted to Board by: Jodi Koslow Martin
Dr. Jodi Koslow Martin, VP of Enrollment Mgt & Student Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

ACADEMIC AFFAIRS

**HARASSMENT, DISCRIMINATION
AND MISCONDUCT**

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POLICY 6175
ADOPTED: 03/16/93
AMENDED: 06/20/00
AMENDED: 12/20/16
AMENDED:

I. Introduction

Triton College is committed to sustaining a learning environment that is free from sexual harassment, sexual misconduct, harassment, threats, intimidation, or bullying on the basis of sex, dating violence, domestic violence, retaliation, and stalking. Conduct of this type by students, employees, and other individuals and entities who interact with our students and employees is prohibited. This prohibition applies in any context which has a reasonable relationship to Triton’s educational programs and activities, regardless of whether the conduct takes place on or off campus. A reasonable relationship includes enrolled students or active employees of Triton College. Thereafter, the policy defines prohibited conduct and explains the process for making, investigating, and resolving complaints of prohibited conduct, including outcomes, rights, responsibilities, and resources.

Triton College requires its employees who observe or become aware of prohibited conduct to report such conduct in support of efforts to maintain a safe and productive environment for all members of the College community. We strongly encourage students and other individuals who experience or observe prohibited conduct to do the same.

This policy is intended to be consistent with federal law, including Title IX of the Education Amendments of 1972 (“Title IX”) and the Violence Against Women Act (VAWA), as well as the Illinois Preventing Sexual Violence in Higher Education Act.

Title IX prohibits discrimination based on sex in education programs and activities in federally-funded schools at all levels.

Title IX protects students, employees, applicants for admission and employment, and other persons from all forms of sex discrimination, including discrimination based on gender identity or failure to conform to stereotypical notions of masculinity or femininity. All students, as well as other persons at Triton College, are protected by Title IX regardless of their sex, sexual orientation, gender identity, part- or full-time status, disability, race, or

**HARASSMENT, DISCRIMINATION
AND MISCONDUCT**

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POLICY 6175
ADOPTED: 03/16/93
AMENDED: 06/20/00
AMENDED: 12/20/16
AMENDED:

national origin in all aspects of a recipient's educational programs and activities. The essence of Title IX is that an institution may not exclude, separate, deny benefits to, or otherwise treat differently any person on the basis of sex unless authorized to do so under Title IX or the Department's implementing regulations.

II. Prohibited Conduct

Examples of behaviors that would constitute prohibited conduct include dating violence, domestic violence, sexual assault, sexual misconduct, sexual harassment, harassment, threats, bullying, stalking, and retaliation.

- i. Dating Violence is violence and abuse committed by a person to exert power and control over another person with whom they have been in a social relationship of a romantic or intimate nature. Dating violence often involves a pattern of escalating violence and abuse over a period of time. Dating violence covers a variety of actions and can include physical abuse, psychological and emotional abuse, and sexual abuse. It can also include "digital abuse", the use of technology, such as smartphones, the internet, or social media to intimidate, harass, threaten, or isolate a person.
- ii. Domestic Violence is a pattern of abusive behavior in a relationship that is used by a family or household member to maintain power and control over another family or household member. Domestic violence can be physical, sexual, emotional, economic, or psychological actions or threats of actions that influence another person. This includes any behavior that intimidates, manipulates, humiliates, isolates, frightens, terrorizes, coerces, threatens, hurts, injures, or wounds someone.
- iii. Sexual Assault is any type of sexual contact or behavior that occurs without the consent of the recipient. Falling under the definition of sexual assault is sexual activity such as forced sexual intercourse, molestation, incest, fondling, rape, and attempted rape. It includes sexual acts against people who are unable to consent due to age or lack of capacity.
- iv. Sexual Misconduct is engaging in non-consensual contact of a sexual nature. Sexual misconduct may vary in its severity and consists of a range of behaviors or attempted behaviors.
- v. Sexual Harassment is a form of prohibited sex discrimination. Unwelcome sexual advances, requests for sexual favors, or other verbal, nonverbal, or physical conduct of a sexual nature by a College employee, by another student, or by a third party constitutes sexual harassment if such conduct is

TRITON COLLEGE BOARD POLICY

**HARASSMENT, DISCRIMINATION
AND MISCONDUCT**

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POLICY 6175
ADOPTED: 03/16/93
AMENDED: 06/20/00
AMENDED: 12/20/16
AMENDED:

sufficiently severe, persistent, or pervasive to limit the student's ability to participate in or benefit from an education program or activity or create a hostile or abusive educational environment.

- vi. Harassment, Threats, and Bullying on the basis of sex involves engaging in subjectively and objectively offensive verbal abuse, threats, intimidation, harassment, coercion, bullying, or other conduct that threatens or endangers, the mental or physical health/safety of any person or causes reasonable apprehension of such harm that is persistent, severe, or pervasive and objectively offensive.
- vii. Stalking is a pattern of repeated and unwanted attention, harassment, contact, or any other course of conduct directed at a specific person that would cause a reasonable person to feel fear for their own safety or the safety of others.
- viii. Retaliation is any form of intimidation, reprisal, or harassment against an individual because they made a report of discrimination or harassment or because that individual has participated in an investigation of discrimination or harassment by or of a Triton College community member.

III. Reporting a Complaint

For students filing a complaint alleging a violation of this policy, including Title IX, contact the Deputy Title IX Coordinator at:

Dean of Students/Deputy Title IX Coordinator
Triton College
2000 Fifth Ave.
River Grove, IL 60171
(708) 456-0300

Students have the option to file a complaint online at:
www.triton.edu/titleixreportstudent

TRITON COLLEGE BOARD POLICY

HARASSMENT, DISCRIMINATION AND MISCONDUCT

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POLICY 6175
ADOPTED: 03/16/93
AMENDED: 06/20/00
AMENDED: 12/20/16
AMENDED:

For staff and faculty filing a complaint alleging a violation of this policy, including Title IX, contact the Title IX Coordinator at:

Associate Vice President of Human Resources/Title IX Coordinator
Triton College
2000 Fifth Ave.
River Grove, IL 60171
(708) 456-0300

Staff and faculty have the option to file a complaint online at:

www.triton.edu/titleixreportemployee.

IV. Interim Measures & Accommodations

Triton College may take steps to provide interim measures and accommodations to limit the effects of the alleged harassment. Interim measures may include, if reasonably available:

- Class reassignment
- Academic accommodations
- Interim leave from the college
- Limitation of college sponsored activities, both on and off campus
- No Contact Directive
- Safety escorts
- Parking restrictions
- Employment reassignment
- Administrative leave with or without pay
- Other appropriate actions as necessary to stop the prohibited conduct, prevent its recurrence, and remedy its effect.

V. Outcomes

Any person found responsible for violating the Harassment, Discrimination, and Misconduct Policy may be assigned any of the following outcomes:

- Written warning
- Disciplinary Action
- Conduct probation
- Restitution
- Discretionary outcomes
- Class removal

TRITON COLLEGE BOARD POLICY

**HARASSMENT, DISCRIMINATION
AND MISCONDUCT**

Page 5 of 5

POLICY 6175
ADOPTED: 03/16/93
AMENDED: 06/20/00
AMENDED: 12/20/16
AMENDED:

- Demotion
- Job reassignment
- No Contact Directive
- No trespass warning
- Restriction
- Revocation of admission and/or degree
- Suspension
- Expulsion
- Termination

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

Meeting of February 18, 2020

ACTION EXHIBIT NO. 16401

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

Diane Viverito
Secretary

Date

Related forms requiring Board signature: Yes No

**PROPOSED BUDGET TRANSFERS - FY 2020
FOR THE PERIOD 1/1/20 to 1/31/20**

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
EDUCATION FUND					
1	Education	01-10103020-550200010	Education	01-10103020-540600010	\$ 300.00
2	Associate Degree Nursing	01-10400510-540600005	Associate Degree Nursing	01-10400510-550200005	900.00
3	Curriculum	01-20800510-550200005	Curriculum	01-20800510-540200010	150.00
4	Dean of Arts & Sciences	01-20801010-540900505	Dean of Arts & Sciences	01-20801010-550100005	1,800.00
5	Planning & Accreditation	01-20801050-540600005	Planning & Accreditation	01-20801050-530900010	9,000.00
6	Planning & Accreditation	01-20801050-550100005	Planning & Accreditation	01-20801050-530900010	3,500.00
7	Planning & Accreditation	01-20801050-550300005	Planning & Accreditation	01-20801050-530900010	1,500.00
8	AVP Academic Affairs	01-80100515-530800005	Associate Degree Nursing	01-10400510-530400010	10,294.00
9	AVP Academic Affairs	01-80100515-580600005	Auto Technology	01-10300515-580600005	7,400.00
10	Dean, Health Occupations	01-20801040-510400005	General Institutional	01-80600525-510900010	5,046.00
11	Center Of Business & PD	01-40200510-510400005	General Institutional	01-80600525-510900010	13,734.00
12	Dean Continuing Education	01-40800510-510100005	General Institutional	01-80600525-510900010	29,610.00
TOTAL EDUCATION FUND					\$ 83,234.00

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
RESTRICTED FUND					
13	STN-PERKINS-Health Career	06-10405003-510200010	Automotive Tech Grant	06-10300520-580600005	\$ 14,694.00
14	STN-PERKINS-Health Career	06-10405003-510200010	Perkins Coordinator	06-20805008-530900010	20,250.00
15	Westlake6	06-10405013-550100005	Westlake6	06-10405013-540100240	1,300.00
16	Westlake6	06-10405013-590200000	Westlake6	06-10405013-540100240	2,000.00
17	Perkins Coordinator	06-20805008-550200005	Automotive Tech Grant	06-10300520-580600005	1,000.00
18	Perkins Coordinator	06-20805008-550300005	Automotive Tech Grant	06-10300520-580600005	2,880.44
TOTAL RESTRICTED FUND					\$ 42,124.44
TOTAL PROPOSED BUDGET TRANSFERS					\$ 125,358.44

Budget Transfer Form

Dollar Amount \$300

From what Budget Account 01 ~~10103020~~ 550200010 **Object Code Description** Prof-Dev Travel In State

To what Budget Account 01 ~~10103020~~ 540600010 **Object Code Description** Prof- Dev Publication & Dues

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

Grant Accountant? **Include Attachments:** Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 There are sufficient funds on the account to cover all travel-in-state expenses for this fiscal year.

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

There are no funds on the account. A magazine subscription renewal needs to be processed for Angela Staunton - full-time education instructor.

Required Signatures

Requestor Joanna Oleksiak 1/21/2020
DocuSigned by: FBAAFCEC3E14413...

Cost Center Manager Aylet Miller 1/21/2020
DocuSigned by: C383CDD1438042A...

Associate Dean (If Applicable) Richardo Segovia 1/21/2020
DocuSigned by: EP89DEB7EDCF416...

Dean (If Applicable) Kevin Li 1/21/2020
DocuSigned by: 4E637E295204468...

Associate Vice President Paul Jensen 1/21/2020
DocuSigned by: 813C008B19740E...

Area Vice President Susan Campos 1/28/2020
DocuSigned by: FC3A451F8641495...

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____ *AM*

AVP of Finance: _____ *Q*

VP of Business Services: *[Signature]* 1/29/20

Entered by: B4813 DS 1/29/20

Budget Transfer Form

Dollar Amount \$900.00

From what Budget Account 01 - 10400510 - 540600005 Object Code Description Publication & Dues

To what Budget Account 01 - 10400510 - 550200005 Travel-In State

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

Grant Accountant? Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Funds were allocated in Publication and Dues for any fees associated with the ACEN accreditation site visit. Funds for hotel accommodations should be deducted from the Travel-In State account.

Explain specifically why additional funds are needed in the receiving account:
 Funds are needed for hotel accommodations for the site visitors.

Required Signatures

Requestor Tatiana Ross-King 1/16/2020

Cost Center Manager Pamela Harmon 1/24/2020

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President Paul Jensen 1/24/2020

Area Vice President Susan Campos 1/24/2020

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____ 1/27/20

Entered by: B4810DS 1/28/20

Budget Transfer Form

Dollar Amount \$150.00

From what Budget Account 01 - 20800510 - 550200005 **Object Code Description** Travel-In State

To what Budget Account 01 - 20800510 - 540200010 **Object Code Description** Copier Charge

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

Grant Accountant? **Include Attachments:** Yes () No (X)

Rationale:

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

The travel-in state line has \$385 in funds available and it is expected that less travel will occur this fiscal year.

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

Extra funds are needed for copying as all courses are going through the curriculum process to make ready for the HLC visit.

Required Signatures

Requestor Cassandra Ramirez 1/24/2020

Cost Center Manager Susan Maratto 1/27/2020

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Paul Jensen 1/27/2020

Area Vice President Susan Campos 1/27/2020

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: Schuer 1/29/20

Entered by: B4818DS1/29/20

Budget Transfer Form

Dollar Amount \$1800.00

From what Budget Account 01 - 20801010 - 540900505 **Object Code Description** Dean of Arts & Sciences: Other Materials & Suppl

To what Budget Account 01 - 20801010 - 550100005 **Object Code Description** Dean of Arts & Sciences: 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? **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 office of the Dean of Arts & Sciences does not foresee spending down all of the Other Materials & Supplies budget in purchases specific to this budget line. Instead, the office recognizes use of funds in support of our other departments.

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

The Transfer Center follows under Arts & Sciences. The office did not expect these expenses previously. The Dean of Arts & Sciences will be using funds to provide for food and catering of College Fairs related to the Transfer Center. Funds from Title V cannot be used.

Required Signatures

Requestor Anderson Manzano 1/21/2020
DocuSigned by: Anderson Manzano
 DAC09E3C1B894BF

Cost Center Manager Kevin Li 1/21/2020
DocuSigned by: Kevin Li
 4E537E29504406...

Associate Dean (If Applicable) Derek Salinas-Lazarski 1/24/2020
DocuSigned by: Derek Salinas-Lazarski
 9131BC3C3DDF415...

Dean (If Applicable) _____

Associate Vice President Paul Jensen 1/24/2020
DocuSigned by: Paul Jensen
 819C008819740E...

Area Vice President Susan Marie Campos 1/24/2020
DocuSigned by: Susan Marie Campos
 FC3A451F8641495...

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: [Signature]

AVP of Finance: _____

VP of Business Services: [Signature] 1/27/20

Entered by: B4889 DS 1/27/20

Budget Transfer Form

Dollar Amount

\$9,000

Object Code Description

From what Budget Account

01 20801050 540600005

Publication and Dues

To what Budget Account

01 20801050 530900010

other contractual

Is this a Grant?
Yes () No (X)

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

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

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

Originally planned for significant publications and dues due to meetings on accreditation preparation for the HLC Focused Visit in April, this will not be occurring this fiscal year. Therefore, the funds can be reduced by \$9,000, and is available to be transferred to the new budget line of "Other Contractual."

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

Strategic Planning 2-day Design Institute for training for 35 employees on February 27 and 28. Two facilitators of the Society for College and University Planning (SCUP) will be coming to campus to deliver the training for both days.

Required Signatures

Requestor

DocuSigned by:
Purna Kusli 1/23/2020

Cost Center Manager

DocuSigned by:
Purna Kusli 1/23/2020

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:
Dennell Carter 1/23/2020

Area Vice President

DocuSigned by:
Dennell Carter 1/23/2020

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____ 1/23/20

Entered by: B4800 DS 1/23/20

Budget Transfer Form

Dollar Amount

\$3,500

From what Budget Account

01 - 20801050 - 550100005

Object Code Description

Meeting Expense

To what Budget Account

01 - 20801050 - 530900010

Other Contractual

Is this a Grant?
Yes () No (X)

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

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

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

Originally planned for significant meeting expenses due to meetings on accreditation preparation for the HLC Focused Visit in April, this will not be occurring this fiscal year. Therefore, the meeting expense funds can be reduced by \$3,500, and is available to be transferred to the new budget line of "Other Contractual."

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

Strategic Planning 2-day Design Institute for training 35 employees on February 27 and 28. Two facilitators of the Society for College and University Planning (SCUP) will be coming to campus to deliver the training for both days.

Required Signatures

Requestor

DocuSigned by:
Purna Kushi 1/23/2020

Cost Center Manager

DocuSigned by:
Purna Kushi 1/23/2020

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:
Danillo Cato 1/23/2020

Area Vice President

DocuSigned by:
Danillo Cato 1/23/2020

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____ *AK*

AVP of Finance: _____ *W*

VP of Business Services: _____ *1/24/20*

Entered by: B4803 DS 1/24/20

Budget Transfer Form

Dollar Amount

\$1,500

From what Budget Account

01 _ 20801050 _ 550300005

Object Code Description

Travel-out-of-State

To what Budget Account

01 _ 20801050 _ 530900010

other Contractual

Is this a Grant?
Yes () No (X)

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

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

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

Originally planned for professional development out-of-state, this will not be occurring this fiscal year. Therefore, the out-of-state funds of \$1,500 is available to be transferred to the new budget line of "Other Contractual."

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

Strategic Planning 2-day Design Institute for training for 35 employees on February 27 and 28. Two facilitators of the Society for College and University Planning (SCUP) will be coming to campus to deliver the training for both days.

Required Signatures

Requestor

DocuSigned by:
Purna Ruskii 1/23/2020

Cost Center Manager

DocuSigned by:
Purna Ruskii 1/23/2020

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:
Dennell Carter 1/27/2020

Area Vice President

DocuSigned by:
Sean Sullivan 1/27/2020

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: *[Signature]* 1/29/20

Entered by: B4817 DS 1/29/20

Budget Transfer Form

Dollar Amount \$ 10,294.00

From what Budget Account 01 80100515 53080005 Instructional Service Contract

To what Budget Account 01 10400510 530400010 ADN Maintenance Service

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

Grant Accountant? Include Attachments: Yes () No (X)

Rationale:

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

The Instructional Service Contract budget line has a total of \$30,000 in funds. Due to fewer online courses being developed this year, less compensation is required so the remaining funds are no longer required.

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

Funds are needed to cover the costs of 12 month support services and 36 month server hosting for the Omnicell automated medication and supply dispensing system.

Required Signatures

Requestor Sandra Hernandez 1/10/2020

Cost Center Manager Paul Jensen 1/10/2020

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Jodi E Koslow Martin 1/10/2020

Area Vice President Susan Campos 1/16/2020

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: [Signature]

AVP of Finance: _____

VP of Business Services: [Signature] 1/17/20

Entered by: B4786DS 1/17/20

Budget Transfer Form

Dollar Amount

\$7,400.00

Object Code Description

From what Budget Account

01 80100515 580600005

Equip-Instructional ~~XXXX~~ >5K

To what Budget Account

01 10300515 580600005

Equip-Instructional ~~XXXX~~ >5K

Is this a Grant?
Yes () No (X)

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

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

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

An equipment purchase will be deferred until the next fiscal year, allowing these funds to be transferred.

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

Grant funds were approved for an item that needed to go out for bid. Additional funds are needed to cover the difference from the grant approved funding.

Required Signatures

Requestor

DocuSigned by:
Sandra Hernandez 1/23/2020

Cost Center Manager

DocuSigned by:
Paul Jensen 1/23/2020

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:
Paul Jensen 1/23/2020

Area Vice President

DocuSigned by:
Susan Campos 1/24/2020

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: [Signature] 1/24/20

Entered by: B4802 DS 1/24/20

Budget Transfer Form

Dollar Amount \$5046.00

From what Budget Account 01 20801040 510400005 Salary

To what Budget Account 01 80600525 510900010 Salary Lapse

Is this a Grant?
Yes () No (X)

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

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
Unused Salary funds for Health Career/Public Service Programs Retention Specialist position.

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

Required Signatures

Requestor

DocuSigned by:
Adrienne Thomas 1/8/2020

Cost Center Manager

DocuSigned by:
Joe Kinger 1/8/2020

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:
Garrick Abeytjan 1/9/2020

Area Vice President

DocuSigned by:
Sean Sullivan 1/9/2020

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: [Signature] 1/15/20

Entered by: B4783 DS 1/16/20

Budget Transfer Form

Dollar Amount \$13,734.00

From what Budget Account 01 - 40200510 - 510400005 **Object Code Description** Salary

To what Budget Account 01 - 80600525 - 510900010 **Object Code Description** Salary Lapse

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

Grant Accountant? **Include Attachments:** Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Unused Salary funds for the position of Business Development Specialist from July 1 -September 30, 2019.

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

Required Signatures

Requestor DocuSigned by: Adrienne Thomas 1/8/2020

Cost Center Manager DocuSigned by: Joe Klinger 1/8/2020

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President DocuSigned by: Garrick Abuzetian 1/9/2020

Area Vice President DocuSigned by: Sean Sullivan 1/9/2020

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: Sean 1/15/20

Entered by: B4781 DS 1/16/20

Budget Transfer Form

Dollar Amount \$29,610.00

From what Budget Account 01 40800510 510100005 **Object Code Description** Salary

To what Budget Account 01 80600525 510900010 **Object Code Description** Salary Lapse

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? Yes No **Include Attachments: Yes No**

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Unused Salary funds for Dean of Continuing Education position.

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

Required Signatures

Requestor DocuSigned by: Adrienne Thomas 1/8/2020
37513E9BA27A45E...

Cost Center Manager DocuSigned by: Joe Klinger 1/8/2020
D12306A7D82E400...

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President DocuSigned by: Garrick Abegyan 1/9/2020
1B52EAC761045D...

Area Vice President DocuSigned by: Sean Sullivan 1/9/2020
642220251EC74A1...

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____ 1/15/20

Entered by: B4784 DS 1/16/20

Budget Transfer Form

Dollar Amount	<u>\$14,694.00</u>	
From what Budget Account	<u>06 - 10405003 - 510200010</u>	Object Code Description <u>Professional/Tech - Part-Time</u>
To what Budget Account	<u>06 - 10300520 - 580600005</u>	<u>Equipment-Instructional >5K</u>
Is this a Grant? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	*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 <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:

The Perkins funding is not needed due to the inability to find a qualified candidate for the Sim Tech position. This Perkins funding needs to be allocated to another area to meet the goals of the Carl D. Perkins grant.

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


Per the grants department, (Raquel Cotuno), and with the approval of ICCB, they have chosen to move this money into the account of the Automotive Program.


Required Signatures


Requestor	<small>DocuSigned by:</small> <u>Linda Martinez</u>	<u>1/9/2020</u>
Cost Center Manager	<small>34264F145DCE43D...</small> <small>DocuSigned by:</small> <u>Pamela Harmon</u>	<u>1/9/2020</u>
Associate Dean (If Applicable)	_____	
Dean (If Applicable)	<small>DocuSigned by:</small> <u>Pamela Harmon</u>	<u>1/10/2020</u>
Associate Vice President	<small>DC5E6A26C6B44CB...</small> <small>DocuSigned by:</small> <u>Paul Jensen</u>	<u>1/10/2020</u>
Area Vice President	<small>215C306BB1974DE...</small> <small>DocuSigned by:</small> <u>Susan Campos</u>	<u>1/10/2020</u>

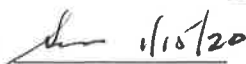
BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Ast. Director of Finance: 

Exec. Director of Finance: 

AVP of Finance: 

VP of Business Services:  1/10/20

Entered by: B4788 DS 1/17/20

Budget Transfer Form

Dollar Amount

\$20,250.00

Object Code Description

From what Budget Account

06 10405003 510200010

Professional/Tech - Part-Time

To what Budget Account

06 20805008 530900010

Perkins Consultant

Is this a Grant?
Yes (X) No ()

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

Grant Accountant? Susan Zefeldt

Include Attachments: Yes () No (X)

Rationale:

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

The Perkins funding is not needed due to the inability to find a qualified candidate for the Sim Tech position. This Perkins funding needs to be allocated to another area to meet the goals of the Carl D. Perkins grant.

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

Per the grants department, (Raquel Cotuno), and with the approval of ICCB, they have chosen to move this money into the account of the Perkins Consultant.

Required Signatures

Requestor

DocuSigned by:
Linda Martinez 1/9/2020

Cost Center Manager

DocuSigned by:
Pamela Harmon 1/9/2020

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:
Pamela Harmon 1/15/2020

Associate Vice President

DocuSigned by:
Paul Jensen 1/15/2020

Area Vice President

DocuSigned by:
Susan Campos 1/16/2020

BUSINESS OFFICE APPROVALS

Grant Accountant: SS 1/16/2020

Asst. Director of Finance _____

Exec. Director of Finance: _____ AP

AVP of Finance: _____ @

VP of Business Services: _____ 1/17/20

Entered by: BH787 DS 1/17/20

Budget Transfer Form

Dollar Amount \$ 1,300.00

From what Budget Account 06 10405013 550100005 **Object Code Description** Meeting Expense

To what Budget Account 06 10405013 540100240 **Object Code Description** Student Supplies

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

Grant Accountant? Elizabeth Zydron Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Meeting Expense budget line has funds that will not be expended during this Fiscal Year. The initial allocation was overestimated and funds are available to be transferred to Student Supplies line.

Explain specifically why additional funds are needed in the receiving account:
 Funds are needed in Student Supplies line to cover expenditures for books and supplies that Westlake Program students are needing for Spring 2020 semester.
 This is an allowable transfer under the guidelines of the Westlake Scholarship Grant.

Required Signatures

Requestor Rosa Hernandez 1/21/2020
DocuSigned by: Rosa Hernandez 0575C4DEE6634C9...

Cost Center Manager Maaghan Young-Stephens 1/21/2020
DocuSigned by: Maaghan Young-Stephens B13C4AA3B8B44F3...

Associate Dean (If Applicable) _____

Dean (If Applicable) Jaqueline Lynch 1/21/2020
DocuSigned by: Jacqueline Lynch F3DA918CC2F64AD...

Associate Vice President Paul Jensen 1/21/2020
DocuSigned by: Paul Jensen 815C008B91974DE...

Area Vice President Susan Campos 1/22/2020
DocuSigned by: Susan Campos FC3A451F8641495...

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zydron 1/23/20

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: [Signature] 1/27/20

Entered by: B4807 DS 1/27/20

Budget Transfer Form

Dollar Amount \$ 2,000.00

From what Budget Account 06 10405013 59020000 **Object Code Description** Student Grants and Scholarships

To what Budget Account 06 10405013 540100240 **Object Code Description** 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"

^{DS} SS 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:

Part of the funds in Student Grants and Scholarships line will not be expended during this Fiscal Year. The initial allocation was overestimated and funds are available to be transferred to Student Supplies line.

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

Funds are needed in Student Supplies line to cover expenditures for books and supplies that Westlake Program's students are needing for Spring 2020 semester.

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

Required Signatures

Requestor Rosa Hernandez 1/21/2020
DocuSigned by: Rosa Hernandez 0576CADEE6634C9

Cost Center Manager Meaghan Young-Stephens 1/21/2020
DocuSigned by: Meaghan Young-Stephens 1113C6A33B844F3

Associate Dean (If Applicable) _____

Dean (If Applicable) Jacqueline Lynch 1/21/2020
DocuSigned by: Jacqueline Lynch F30A18CD7F64AD

Associate Vice President Paul Jensen 1/21/2020
DocuSigned by: Paul Jensen 815C008B1974DE

Area Vice President Susan Campos 1/22/2020
DocuSigned by: Susan Campos FC3A451F8641495

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zydron 1/23/20

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____ 1/23/20

Entered by: BH805 DS 1/27/20


Budget Transfer Form

Dollar Amount \$1000

From what Budget Account 06 20805008 550200005 **Object Code Description** Travel In State (Perkins Coordinator)

To what Budget Account 06 10300520 580600005 **Object Code Description** Instructional equipment >5K (Perkins Automotive)

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:

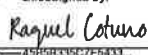
The in-state travel that was originally budgeted in the Perkins grant will no longer occur this fiscal year resulting in available funds in this particular line. This is an allowable transfer under the Perkins grant and approved by the ICCB in a budget modification approved on 1/6/20.

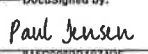
The travel will no longer occur because of limited spots at the conference.

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

The remaining funds will be transferred to the Perkins Automotive account to purchase the necessary equipment to meet the Perkins goals. This is allowable under the Perkins grant.

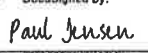
Required Signatures

Requestor  1/15/2020
DocuSigned by: Raquel Coturo 45B5B335C7F5433...

Cost Center Manager  1/15/2020
DocuSigned by: Paul Jensen 815C068B1974DE...

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President  1/21/2020
DocuSigned by: Paul Jensen 815C068B1974DE...


Area Vice President  1/22/2020
DocuSigned by: Susan Campos FC3A451F8541495...

BUSINESS OFFICE APPROVALS

Grant Accountant:  1/23/2020

Asst. Director of Finance 

Exec. Director of Finance: 

AVP of Finance: 

VP of Business Services:  1/27/20

Entered by: B4808 DS 1/27/20

Budget Transfer Form

Dollar Amount 2880.44

From what Budget Account 06 - 20805008 - 550300005 **Object Code Description** Travel out of state (Perkins Coordinator)

To what Budget Account 06 - 10300520 - 580600005 **Object Code Description** Instructional equipment > 5K (Perkins Automotive)

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

^{DS}
 SS Grant Accountant? 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 out of state travel funds that were originally budgeted in the grant will no longer be used because the conference will not be held this year. This is an allowable transfer under the Perkins grant and approved by the ICCB in a modification dated 1/6/20.

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

The remaining funds will be transferred to the Automotive Perkins account to purchase equipment necessary to meet Perkins goals. This is allowable under Perkins and approved by the ICCB in a modification dated 1/6/20.

Required Signatures

Requestor DocuSigned by: Raquel Cotruvo 1/15/2020

Cost Center Manager DocuSigned by: Paul Jensen 1/15/2020

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President DocuSigned by: Demell Carter 1/29/2020

Area Vice President DocuSigned by: Susan Campos 1/29/2020

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

AVP of Finance: [Signature]

VP of Business Services: [Signature] 1/29/20

Entered by: BH812 DS 1/29/20

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

Meeting of February 18, 2020

ACTION EXHIBIT NO. 16402

**SUBJECT: CERTIFICATE OF FINAL COMPLETION AND AUTHORIZATION OF
FINAL PAYMENT FOR THE D BUILDING SCIENCE LAB
RENOVATIONS**

RECOMMENDATION: That the Board of Trustees approve the Certificate of Final
Completion and Final Payment Application of \$47,334.99 for the D Building Science Lab
Renovations. The total project cost was \$821,299.80

RATIONALE: Operations and Maintenance has reviewed the Certificate of Final Completion,
Final Waiver of Lien, and Final Payment Application. Original contract amount was
\$821,550.00; total project cost was \$821,299.80. The project came in under budget by \$250.20.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring Board signature: Yes No

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER Triton College
2000 Fifth Avenue
River Grove, IL 60171

PROJECT: Science Lab Reno
at Building D
Triton College

APPLICATION NO: 4

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

PERIOD TO: 12/31/20

FROM CONTRACTOR:
Edwin Anderson Construction Company
252 James Street
Bensenville, IL 60106

VIA ARCHITECT: Arcon Associates, Inc.
2050 S. Finley Road
Suite 40
\

PROJECT NOS: 18154

CONTRACT Science Lab Reno Bldg D

CONTRACT DATE: 05/20/19

CONTRACTOR'S APPLICATION FOR PAYMENT

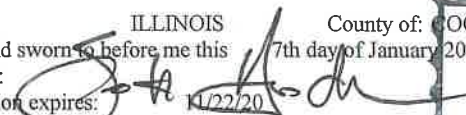
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	821,550.00
2. Net change by Change Orders	\$	(250.20)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	821,299.80
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	821,299.80
5. RETAINAGE:		
a. 0% % of Completed Work (Column D + E on G703)	\$	0.00
b. 10% % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	821,299.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	773,964.81
8. CURRENT PAYMENT DUE	\$	47,334.99
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

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

CONTRACTOR:

By:  Date: 01/07/20

State of: ILLINOIS County of: COOK
Subscribed and sworn to before me this 7th day of January 2020
Notary Public: 
My Commission expires: 1/22/20



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 47,334.99

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

ARCHITECT:

By:  Date: 1/8/2020

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	(\$250.20)
TOTALS	\$0.00	(\$250.20)
NET CHANGES by Change Order	(\$250.20)	

Continuation Sheet (Instructions on reverse side.)

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 5
APPLICATION DATE: 01/07/2020
PERIOD TO: 12/31/2019
ARCHITECT'S PROJECT NO: 18154

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
01	GENERAL CONDITIONS EDWIN ANDERSON	40,000.00	40,000.00			40,000.00	100.00		
02	BONDS AND INSURANCE EDWIN ANDERSON	12,500.00	12,500.00			12,500.00	100.00		
03	SELECTIVE DEMO EDWIN ANDERSON	25,000.00	25,000.00			25,000.00	100.00		
04	ROUGH CARPENTRY EDWIN ANDERSON	35,000.00	35,000.00			35,000.00	100.00		
05	HOLLOW METAL & HARDW EDWARD STAUBER	13,800.00	13,800.00			13,800.00	100.00		
06	GLASS AND GLAZING MCHENRY COUNTY GLASS	8,400.00	8,400.00			8,400.00	100.00		
07	GYPSTUM DRYWALL JP PHILLIPS, INC.	24,330.00	24,330.00			24,330.00	100.00		
08	ACOUSTICAL CEILINGS JP PHILLIPS, INC.	26,270.00	26,270.00			26,270.00	100.00		
09	FLOORING WORK VORTEX FLORRING	47,981.00	47,981.00			47,981.00	100.00		
10	PAINTING WORK COSGROVE CONSTRUCTIO	15,300.00	15,300.00			15,300.00	100.00		
11	VISUAL DISPLAY BOARD CLARIDGE PRODUCTS	2,167.00	2,167.00			2,167.00	100.00		
12	SIGNS	6,600.00	.00	6,600.00		6,600.00	100.00		
PAGE TOTALS :		257,748.00	250,748.00	6,600.00	.00	257,348.00		.00	.00

Continuation Sheet (Instructions on reverse side.)

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 5
 APPLICATION DATE: 01/07/2020
 PERIOD TO: 12/31/2019
 ARCHITECT'S PROJECT NO: 18154

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
13	EDWIN ANDERSON STEEL LAB CASEWORK	92,925.00	92,925.00			92,925.00	100.00		
14	KEWAUNEE SCIENTIFIC CUSTOM CASEWORK	34,520.00	34,520.00			34,520.00	100.00		
15	AMERISCAN DESIGNS BEVCO LAB CHAIRS	13,792.71	13,792.71			13,792.71	100.00		
16	DEH DIRECT OFFICE FURNITURE	26,408.00	26,408.00			26,408.00	100.00		
17	LOWERY MCDONNELL PLUMBING	9,860.00	9,860.00			9,860.00	100.00		
18	VFP PLUMBING HVAC WORK	41,928.00	41,928.00			41,928.00	100.00		
19	HARTWIG PLUMBING ELECTRICAL WORK	153,775.00	153,775.00			153,775.00	100.00		
20	POWERLINK ELECTRIC GENERAL USE	30,000.00	30,000.00			30,000.00	100.00		
21	ALLOWANCE SMART BOARD	20,000.00	20,000.00			20,000.00	100.00		
22	ALLOWANCE CONTINGENCY	52,500.00	52,500.00			52,500.00	100.00		
23	ALLOWANCE OVERHEAD & PROFIT	88,493.29	88,493.29			88,493.29	100.00		
24	EDWIN ANDERSON CHANGE ORDER NO. 1	-250.20	-250.20			-250.20	100.00		
JOB TOTALS :		821,299.80	821,299.80	.00	.00	821,299.80		.00	.00

Certificate of Final Acceptance

Project:
Science Lab Renovations
Building D
Triton College
2000 Fifth Ave.
River Grove, IL 60171

Architect: ARCON Associates

Contractor:
Edwin Anderson Construction Company
252 James Street
Bensenville, Illinois 60171


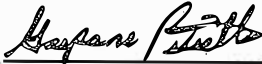

Contract Date: 5/6/2019

Date of Issuance: 10/23/2019

Project or designated portion shall include: Entire Project.

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

SIGNATURES

Contractor	Edwin Anderson Construction Company	By <u></u> Brian Thompson	Date <u>10/23/2019</u>
Architect	ARCON Associates, Inc.	By <u></u> Gaspare Pitrello	Date <u>10/23/2019</u>
Owner	Triton College	By <u></u> John Lambrecht	Date <u>01/21/2020</u>
Owner	Triton College	By _____ Mark R. Stephens Board Chairman	Date _____

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

Meeting of February 18, 2020

ACTION EXHIBIT NO. 16403

SUBJECT: CERTIFICATE OF FINAL COMPLETION AND AUTHORIZATION OF FINAL PAYMENT FOR THE R BUILDING GYMNASIUM FLOOR REFINISHING PROJECT

RECOMMENDATION: That the Board of Trustees approve the Certificate of Final Completion and Final Payment Application of \$7,322 for the Gymnasium Floor Refinishing Building R Project. The total project cost was \$55,200.

RATIONALE: Operations and Maintenance has reviewed the Certificate of Final Completion, Final Waiver of Lien, and Final Payment Application. Original contract amount was \$63,420; total project cost was \$55,200. The project came in under budget by \$8,220.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring Board signature: Yes No

CONTINUATION SHEET

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

APPLICATION NUMBER: 2
 APPLICATION DATE: 08/20/19
 PERIOD TO: 08/16/19
 ARCHITECT'S PROJECT NO: _____

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G - C)			
1	WOOD FLOOR SANDING	\$13,007.49	\$13,007.49	\$0.00	\$0.00	\$13,007.49	100%	\$0.00	\$0.00
3	WOOD FLOOR BUFFING	\$1,607.32	\$1,607.32	\$0.00	\$0.00	\$1,607.32	100%	\$0.00	\$0.00
4	WOOD FLOORING CLEANING	\$2,599.83	\$2,599.83	\$0.00	\$0.00	\$2,599.83	100%	\$0.00	\$0.00
5	WOOD FLOOR SEALER	\$4,063.41	\$4,063.41	\$0.00	\$0.00	\$4,063.41	100%	\$0.00	\$0.00
6	WOOD FLOOR FINISHING	\$3,749.71	\$3,749.71	\$0.00	\$0.00	\$3,749.71	100%	\$0.00	\$0.00
7	GAME LINE PAINTING	\$8,001.15	\$8,001.15	\$0.00	\$0.00	\$8,001.15	100%	\$0.00	\$0.00
8	LOGOS	\$8,677.84	\$8,677.84	\$0.00	\$0.00	\$8,677.84	100%	\$0.00	\$0.00
8	RUBBER FLOOR MATERIALS	\$2,115.47	\$2,115.47	\$0.00	\$0.00	\$2,115.47	100%	\$0.00	\$0.00
9	RUBBER FLOOR LABOR	\$1,635.09	\$1,635.09	\$0.00	\$0.00	\$1,635.09	100%	\$0.00	\$0.00
10	DEMO EXISTING RUBBER FLOOR	\$365.30	\$365.30	\$0.00	\$0.00	\$365.30	100%	\$0.00	\$0.00
11	BID BOND	\$1,372.54	\$1,372.54	\$0.00	\$0.00	\$1,372.54	100%	\$0.00	\$0.00
12	CONTINGENCY	\$5,222.25	\$0.00	\$5,222.25	\$0.00	\$5,222.25	100%	\$0.00	\$0.00
	ALT#1 GYM CLEANING	\$6,002.60	\$6,002.60	\$0.00	\$0.00	\$6,002.60	100%	\$0.00	\$0.00
	ALLOWANCE	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100%	\$0.00	\$0.00
	CHANGE ORDER #1	-\$8,220.00	\$0.00	-\$8,220.00	\$0.00	-\$8,220.00	100%	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
		\$55,200.00	\$53,197.75	\$2,002.25	\$0.00	\$55,200.00	100%	\$0.00	\$0.00

Certificate of Final Acceptance

Project:
Gymnasium Floor Refinishing
Building R
Triton College
2000 Fifth Ave.
River Grove, IL 60171

Architect: ARCON Associates

Contractor:
Vortex Commercial Flooring
25 W. Official Road
Addison, IL 60101

Contract Date: 3/28/2019

Date of Issuance: 7/18/2019

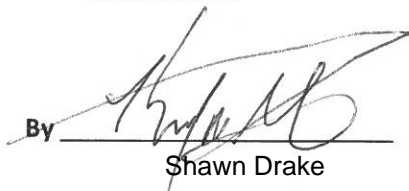
Project or designated portion shall include: Entire Painting Project – no exceptions.

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

SIGNATURES

Contractor Vortex Commercial
Flooring


By


Shawn Drake

Date 7/23/19

Architect ARCON Associates, Inc.

By


Gaspare Pitrello

Date 7/17/19

Owner Triton College

By


John Lambrecht

Date 01/24/20

Owner Triton College

By

Mark R. Stephens
Board Chairman

Date _____

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

Meeting of February 18, 2020

ACTION EXHIBIT NO. 16404

SUBJECT: DATE CHANGE – TRITON FACILITY USAGE BY RIVEREDGE HOSPITAL

RECOMMENDATION: That the Board of Trustees approve the date change for Riveredge Hospital to utilize Triton facilities. At the November 19, 2019 Board Meeting the Board of Trustees approved Riveredge’s request to utilize Triton facilities on March 20, 2020. Riveredge has changed the date of their event to May 29, 2020 and is now requesting that the Board of Trustees amend the use of Triton facilities to that date, under the same terms and conditions. There is no change to the previously approved costs and fee waiver. Riveredge Hospital will be responsible for the cost of Triton personnel (approximately \$1,000).

RATIONALE: Riveredge Hospital is one of the Triton College community partners. The suicide prevention conference will promote awareness among local communities and will bring regional sponsors to our campus. In addition, up to twelve Triton College staff members will be able to attend the conference at no cost. The value of the facility waiver is \$7,200 (room rental fee) as per the Triton College Facilities rental Policy. Riveredge Hospital will utilize the Performing Arts Center and five breakout rooms in the R Building to host the conference in collaboration with the Illinois Suicide Prevention Alliance, the Chicago Chapter of the American Foundation for Suicide Prevention, and the Loyola University Medical Center (College of Nursing).

Sean Sullivan

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

Board Officers’ Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring Board signature: Yes No

**Facilities Rental Agreement Between
Triton College
and
Riveredge Hospital
8311 W. Roosevelt
Forest Park, IL 60130**

Triton College agrees to allow use of its facility: Performing Arts Center

Event: Conference on Suicide Prevention

Date/Time of Event: Friday, May 29, 2020, 8:00 am – 4:00 pm

Expected attendance: 200 people

Fee/honorarium for the event: \$7,200 (rental fee waiver requested)
\$1,000 (approximate cost of Triton personnel;
see attachment A for cost breakdown)

Date of the Agreement: January 28, 2020

Riveredge Hospital further agrees to:

1. Pay a non-refundable deposit of 50% of the total estimated costs at the time the reservation is made and remit the remainder of the charge 30 days prior to the event – if less than 10 business days – cash or cashier's check. Cancellation will not result in a refund of these fees and instead will reflect liquidated damages as the parties agree the real damages would be impossible to determine.
2. Provide evidence of insurance naming **Triton College, District No. 504, its affiliates, officers, directors, trustees, volunteers, employees, and students as additional insured with minimum limit of \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate.** The insurance coverage must show additional insured status to Triton College on a primary and non-contributory basis. The actual endorsement to the policy naming Triton as additional insured (or a "blanket additional insured" endorsement) must be attached to the Certificate of Insurance.
3. Familiarize itself and abide by College regulations pertaining to the area rented.
4. Hold Triton College harmless for any loss, injury or damages arising from applicant's use of the rented facilities.
5. Allow up to twelve (12) Triton College employees to attend the conference at no cost.

Sean Sullivan
Triton College Representative

(Date)

Tandra Rutledge
Riveredge Hospital

(Date)

ATTACHMENT A

Triton Personnel Cost Breakdown:

	Regular rate (per hour)	Total
Maintenance (8 hrs)	\$42.00	\$336
Technician (8 hrs)	\$35.00	\$280
Police Officer (7 hrs)	\$48.00	\$336
Grand Total		\$952

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

Meeting of February 18, 2020

ACTION EXHIBIT NO. 16405

SUBJECT: IDT PAPER FILE CONVERSION SERVICE AGREEMENT

RECOMMENDATION: That the Board of Trustees approve the IDT Paper File Conversion Services Agreement to convert Records Office paper documents to digitized records for storage within Triton's existing FileBound Application. The work will commence at IDT's facility in Itasca, IL as soon as the Agreement is approved by IDT. The cost of digitizing 23 boxes of registration forms, 5 boxes of termination reports, 7 boxes of advanced placement applications, 13 boxes of miscellaneous student records, and 2 file cabinets of course records is \$24,934.38. There is no cost for set-up because Triton is an active IDT digital storage client.

RATIONALE: A storage area in the B Building was repurposed during the building renovation creating a shortage of storage space for old records. While there is a process in place to digitize current records, the human resources are not available to scan the large volume of old records. Once digitized, the College will be able to properly destroy the paper records avoiding the risk of accidental loss, destruction, or exposure of student information.

Submitted to Board by: Jodi Koslow Martin
Dr. Jodi Koslow Martin, VP of Enrollment Mgt & Student Affairs

Board Officers' Signatures Required:

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

Paper File Conversion Services



Integrated Document Technologies
 1009 Hawthorn Drive
 Itasca, IL 60143
 Phone: (949) 542-7097
 Fax: (630) 875-1101

Triton College
Linda Wilkins <lindawilkins@triton.edu>
Coordinator, Admission & Records
708.456.0300 ext. 3239

Prepared by: Jim Hartigan Sr. Project/Engagement Manager
 630-470-1903
 12/23/19

QTY	Description	Cost	Extended Cost
IDT Conversion Services			
	Conversion Services will be performed off-site during Standard Business Hours		
1	Paper File Conversion Job Setup, including IDT In-house CAPSYS capture software profile build, configuration & testing. Includes all Project Management, Statement of Work (SOW) for the following: Conversion of paper documents to digitized records for storage into Triton's existing FileBound Application. IDT will complete all prep, scanning, indexing and export to Triton's FileBound tasks for the project.	\$2,500	<i>Waived</i>
129,375	Registration Forms - 23 boxes with approx. 25 file folder consisting of approximately 225 single sided standard pages per file folder. Indexed by name & SSN.	\$0.085	\$10,996.88
17,500	Termination Envelopes - 5 Boxes with approx. 35 bundles consisting of 100 single sided standard pages per bundle. Indexing by Student Name & SSN	\$0.085	\$1,487.50
35,000	AP(Credit) Applications - 7 boxes with approx. 5,000 dual sided loose pages. (IDT will not capture back side). Indexed by HS & Year.	\$0.085	\$2,975.00
20,000	Course Records - 2 File Cabinets with approx. 500 Folders consisting of approx. 10 single sided pages per folder. To be indexed by Student Name & SSN (Will use current Student Records FileBound Application for storage)	\$0.085	\$1,700.00
65,000	Micellaneous Student Records - 13 banker Boxes (15x12x10 Standard Banker Box) with approx. 4500-5000 single/double sided pages per box. To be indexed by Student Name & SSN (Will use current Student Records FileBound Application for storage)	\$0.085	\$5,525.00
	FileBound Application Configuration (To manage new document types in FileBound):		
1	FileBound Application Build for Termination Envelopes, using 2 index fields of Student Name & Social Security Number.	\$750	\$750.00
1	FileBound Application Build for AP Applications using 2 index fields of High School Name and Year.	\$750	\$750.00
1	FileBound Application build for Registration Forms using 2 index fields of Student Name and Social Security Number.	\$750	\$750.00
Scope Inclusions:			
IDT will provide all scanning equipment, capture software, facilities & labor at IDT's facility in Itasca, IL.			
Document Preparation: IDT will prepare all paper for scanning by removing staples, paper and binder clips. IDT will secure any loose post it notes and smaller pieces of paper. Includes repair of torn and dog-eared pages. IDT will remove documents from boxes and scan in the order from front to back. IDT will return documents to the boxes in the same order they were removed. Boxes will then be prepped for shipping back to Triton.			
Image QA: Visual review of image quality of scanned images to ensure proper image orientation, proper contrast, clarity and readability.			
Document Indexing (meta-data): IDT will assign the appropriate indexing metadata to each document using our in-house CAPSYS CAPTURE software. IDT will utilize a combination of KFI (key from Image) & database lookups to generate index values. All images and index values will be provided in a pre-approved format by Triton College.			
DB Lookups: In order to maximize indexing speed, accuracy and keep labor costs low IDT will utilize a database lookup to obtain and populate the majority of the image index fields (i.e. Social Security Number & Student Name) with the <u>exception of Student ID Number</u> . The database lookup flat-file will be provided by Triton College prior to project start.			
KFI: IDT will enter Student ID number only (primary Index). All data will be indexed exactly as it appears visually on each record. The database lookup will automatically return the rest of the index values.			
Image Export: IDT will export All images and metadata directly from our in-house CAPSYS CAPTURE platform into Triton College's current FileBound hosted instance. This will occur on a daily basis.			
Assumptions:			
This proposal is based on the below assumptions we made from the information we collected from Triton College. Should actual requirements deviate from the below assumptions it may effect our pricing estimate.			
Document Page Count Volume: IDT's pricing is based on the number of single-sided pages that require document preparation, scanning & indexing. IDT estimated page counts based upon a visual review of Triton's files (i.e. double sided documents) along with an estimated count based on the number and size of the storage boxes and file cabinet drawers. Please note pricing can vary depending on final page count.			
All Images and Metadata will be released directly in FileBound from IDT's conversion services facility. Does not include placing documents on any external media.			
IDT will utilize a data file from Triton to perform database lookups in our instance of CAPSYS. The data file will be loaded into a SQL instance, therefore the file format should be comma, tab or Pipe () delimited when delivered to IDT.			
Transportation is not included in this proposal. It is assumed Triton College will provide transportation of the boxed documents to & from their campus to IDT's office in Itasca, IL. If Triton College would prefer IDT to provide the transportation services, then IDT will provide a separate quote.			

IDT will re-box documents in their original order after scanning for pick-up by Triton. This proposal does not include document destruction services. IDT can provide a quote for certified destruction upon request.

Conversion Services Subtotal: \$24,934.38

Cost Summary:

Total (Not including applicable sales taxes, shipping & handling): \$24,934.38

This proposal includes pricing incentives which expire on February 29, 2020.

Pricing does not include applicable sales tax, travel, per diem, lodging, phone, fax or other expenses that may be expended during the project. Expenses will be billed as actual costs are incurred by IDT, and pre-approved by Triton College. Document conversion services will be invoiced on the 15th and 30th of each month until the project is completed. Page count projections that may increase the overall volume to complete the project will be communicated to Triton College and a determination on how to proceed will be made at that time.

This order is subject to the contractual terms and conditions outlined in the Purchase Agreement between Triton College and IDT.

Triton College _____
Mark R. Stephens
Board Chairman

Date

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

Meeting of February 18, 2020

ACTION EXHIBIT NO. 16406

SUBJECT: AGREEMENT WITH ROSEMONT THEATRE

RECOMMENDATION: That the Board of Trustees approve the License Agreement for use of the Rosemont Theatre on Saturday, May 16, 2020 for Triton's commencement ceremony. The Agreement will take effect upon the signature of both parties. Parking and post-event cleaning duties following the ceremony will be performed by the Rosemont Theatre's contracted vendors at no charge. This Agreement will not exceed a maximum value of \$35,000.

RATIONALE: The College does not have space on campus large enough to accommodate the needs of our graduates and their families for the annual commencement ceremony. The Rosemont Theatre is a larger facility that fully accommodates the ceremony.

Submitted to Board by: Jodi Koslow Martin
Dr. Jodi Koslow Martin, VP of Enrollment Mgt & Student Affairs

Board Officers' Signatures Required:

Mark R. Stephens Chairman	Diane Viverito Secretary	Date
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Related forms requiring Board signature: Yes No



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

January 17, 2020

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

HAND DELIVERED

RE: Potential Use of Rosemont Theatre by Triton College

Dear Mr. Nagle:

It is my understanding that Triton College is in discussions with the Rosemont Theatre in Rosemont to hold the Triton commencement ceremony on Saturday, May 16, 2020 at the Rosemont Theatre. As you may know, I am the Chairman of the Board of Trustees at Triton College. Accordingly, should Triton College and the Rosemont Theatre reach an agreement to hold the commencement ceremony at your facility, Bomark Cleaning will perform all of our post-event parking and cleaning duties following the ceremony at no charge.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark R. Stephens', with a large, sweeping flourish at the end.

Mark R. Stephens
Bomark Cleaning Services, Inc.

MRS/cjs

CC: Mary Rita Moore
President
Triton College



ROSEMONT THEATRE LICENSE AGREEMENT

This License Agreement is entered into this October 17, 2019 by and between the Village of Rosemont, (hereinafter referred to as the “Licensor”),

Triton College
2000 N. 5th Ave.
River Grove, IL 60171

and

(hereinafter referred to as the “Licensee”).

WITNESSETH:

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

Triton College
Commencement 2020
May 16, 2020 – 3:00pm

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

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

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

1. LICENSED SPACE

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

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

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

2. USE DATE AND TIME

(a) The use of the Licensed Space by Licensee shall begin at 3:00pm on May 16, 2020 for the purpose of conducting the SHOW/MEETING and shall end at approx. 7:00pm on May 16, 2020.

(b) Move-in time for the purpose of setting up any and all equipment, exhibits or scenery which may be necessary for the presentation of the Meeting and/or for holding rehearsals shall begin at 8:00am o'clock on May 16, 2020.

(c) Licensee must remove its equipment, scenery and other property from the Rosemont Theatre and vacate the Rosemont Theatre no later than 11:59pm o'clock May 16, 2020.

(d) The period which begins at 8:00am o'clock on May 16, 2020 and ends at 11:59pm o'clock on May 16, 2020 is hereinafter referred to as the "Use Date(s)".

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

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

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

3. FEE

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

(b) Licensee further agrees to pay Licensor \$ 500.00 per hour for every hour or fraction thereof after 11:59pm o'clock on May 16, 2020, during which the Licensee has not fully vacated the Licensed Space.

4. DEPOSITS

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

\$35,000.00 no later than May 2, 2020.

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

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

5. REIMBURSABLE COSTS

(a) Licensee shall provide Licensor with a complete list of all personnel, equipment and services which Licensee desires Licensor to provide along with the time of day that they will be required. This complete list shall be delivered to the Operations Manager of the Rosemont Theatre no later than 5:00pm o'clock on April 15, 2020.

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

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

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

FULL EXPENSES TO BE DETERMINED AT A LATER DATE.

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

6. PAYMENT FOR DAMAGES

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

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

7. TICKETS AND TICKET SALES

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

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

8. LIEN

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

9. SETTLEMENT

The actual amounts due from the Licensee to the Licensor for (1) the remainder, if any, of the license fee under Section 3, (2) reimbursable costs under Section 5, and/or (3) damages under Section 6 shall be paid by the Licensee to the Licensor no later than 5:00pm o'clock on May 16, 2020, unless otherwise agreed in writing.

10. CANCELLATION

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

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

11. PERMITS AND LICENSES

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

12. ADVERTISING

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

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

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

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

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

13. PERFORMANCE APPROVAL

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

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

14. LICENSEE'S PERSONNEL AND EQUIPMENT

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

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

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

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

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

15. CONCESSIONS (DOES NOT APPLY)

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

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

16. FREE SAMPLES, SOLICITATION

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

17. PARKING

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

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

18. INTERMISSIONS

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

19. ANNOUNCEMENTS

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

20. COPYRIGHTED MATERIAL

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

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

21. OCCUPANCY INTERRUPTION OR TERMINATION

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

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

incur after the termination and cancellation.

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

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

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

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

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

22. COMPLIANCE WITH LAWS AND REGULATIONS

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

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

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

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

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

24. PUBLIC SAFETY

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

25. BROADCASTING RIGHTS

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

26. RECORDING

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

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

27. PROPERTY OF LICENSEE AND THIRD PERSONS

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

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

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

28. INSURANCE

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

- (I) Workers' Compensation and As required by law
Employers' Liability

- (ii) Comprehensive General Liability
including Personal Injury Groups
A, B, and C with Exclusion C deleted
including Contractual Liability Endorsement
Bodily Injury Including Death
 - \$1,000,000 each person
 - \$1,000,000 each occurrence

- Property Damage \$1,000,000 each occurrence

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

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

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

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

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

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

30. ASSIGNMENT

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

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

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

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

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

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

31. DEFAULT

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

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

AND

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

32. LEGAL EXPENSES

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

33. BANKRUPTCY

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

34. GOVERNING LAW

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

35. NON-WAIVER

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

36. NOTICES

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

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

IF TO LICENSEE:

Triton College
2000 N. 5th Ave.
River Grove, IL 60171

IF TO LICENSOR:

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

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

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

37. BINDING EFFECT

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

38. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- * The Rosemont Theatre License Agreement

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

39. MODIFICATION AND AMENDMENTS

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

40. LICENSE ONLY

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

41. OTHER MATTERS

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

42. CAPTIONS AND INDEX

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

43. RIGHTS OF THIRD PARTIES

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

44. APPROVAL OF CONTRACT

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

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

LICENSOR: VILLAGE OF ROSEMONT

BY: _____
Patrick Nagle, Executive Director
Rosemont Theatre

LICENSEE: TRITON COLLEGE

Attest: _____

BY: _____
Mark R. Stephens, Chairman of the Board
Triton College

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

Meeting of February 18, 2020

ACTION EXHIBIT NO. 16407

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

RECOMMENDATION: That the Board of Trustees approve the following Closed Session Minutes: 7/16/19, 8/27/19, 9/24/19, 10/15/19, 11/19/19, and 12/17/19, and authorize release of the Closed Session Minutes of the same dates.

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

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of February 18, 2020

ACTION EXHIBIT NO. 16408

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 February 27, 2018, March 27, 2018, April 17, 2018, April 30, 2018, May 15, 2018, June 19, 2018 and July 17, 2018 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

Diane Viverito
Secretary

Date

Related forms requiring Board signature: Yes No

Snap-on Tool Set and Roll Cab

The following firms have been invited to submit bids for four Snap-on Tool Sets and Roll Cabs. An advertisement for bid was placed in the Chicago Tribune-west cook county zone. Immediately after the closing hour for receiving bids which was 2:00 p.m., local time, Thursday, January 16, 2020, they were publicly opened and read aloud in room A 300. Bids were opened by John McGarry, Purchasing Manager, and witnessed by Jim Reynolds, Executive Director of Finance.

COMPANY	NET COST
Snap-on Industrial, A Division of IDSC Holdings LLC, ("Snap-On") 3011 IL Route 176, Door 1 Crystal Lake, IL 60014	\$88,374.00

It is recommended that the Board of Trustees accept the proposals submitted by Snap-on Industrial, a Division of IDSL Holdings LLC, ("Snap-on") in accordance with their low specified bid. These items were competitively bid according to state statutes.

Recommendation along with tabulation is attached.

APPROVED:



Sean O'Brien Sullivan
Vice President - Business Services

A/C Number	06-10300520-580600005
A/C Name	Perkins – Instructional Equip
Budget	\$92,574.44
Prev. Expend.	16,600.00
Schedule	75,974.44
Balance	\$0.00

A/C Number	01-10300515-580600005
A/C Name	Auto Tech Instructional Equipment
Budget	\$12,400.00
Prev. Expend.	0.00
Schedule	12,399.56
Balance	\$0.44

DISTRIBUTION:

B.

Jim Reynolds

From: Kenneth Davis
Sent: Thursday, January 23, 2020 12:30 PM
To: Jim Reynolds
Cc: Jennifer Davidson; Kenneth Davis
Subject: Re: Snap-on Bid

Good Afternoon Jim,
Based on my review of the bid responses, I recommend we award Bill Buege, Snap-On Industrial the contract to supply the automotive program with tools and tool boxes.

Thank you

Kenneth Davis B.A.Ed.
GM ASEP Coordinator \Instructor
Automotive Technology
Office: T-112
Office Phone: 708-456-0300 Ext. 3454 Fax: 708-583-3102
E-Mail: kennethdavis@triton.edu
Triton College
2000 Fifth Ave.
River Grove, IL 60171



From: Jim Reynolds <jimreynolds@triton.edu>
Sent: Thursday, January 16, 2020 2:57 PM
To: Kenneth Davis <kennethdavis@triton.edu>
Subject: Snap-on Bid

Attached is the Snap-on bid. Please review. I will need a recommendation letter. Contact me if you need more information or assistance.

Jim

Snap-on Tool Set and Roll Cab

Snap-On Industrial, A Division of IDSL Holdings LLC ("Snap-on")				
Item #	Quantity	Description	Cost Each	Total Cost
1	1	Snap-on Tool Set and Roll Cab / w Foam (Tool Set Pre-Assembled in Foam + Red Roll Cab) FMTKHUGERAY	21,899.00	21,899.00
2	1	Snap-on Tool Set and Roll Cab / w Foam (Tool Set Pre-Assembled in Foam + Black Roll Cab) FMTKHUGEBAAY	21,899.00	21,899.00
3	2	Snap-on Tool Set and Roll Cab / w Foam (Tool Set Pre-Assembled in Foam + Blue Roll Cab) FMTKHUGEBLAY	21,899.00	43,798.00
7		Shipping, delivery, or any other charges.		778.00
		Grand Total Cost		88,374.00

Bid Specifications:

Snap-on Tool Set and Roll Cab

The College is requesting pricing for a Snap-on Tool Set and Roll Cab for the Automotive Technology Program. Pricing is to remain firm and in effect for a period of 60 days from the award of this bid.

Item #	Quantity	Description	Cost Each	Total Cost
1	1	Snap-on Tool Set and Roll Cab / w Foam (Tool Set Pre-Assembled in Foam + Red Roll Cab) FMTKHUGERAY		
2	1	Snap-on Tool Set and Roll Cab / w Foam (Tool Set Pre-Assembled in Foam + Black Roll Cab) FMTKHUGEBAAY		
3	2	Snap-on Tool Set and Roll Cab / w Foam (Tool Set Pre-Assembled in Foam + Blue Roll Cab) FMTKHUGEBLAY		
7		Shipping, delivery, or any other charges.		
8		Delivery; number of days. _____		
		Grand Total Cost		

Notes to Bidders:

1. All freight/shipping, or any other charges or surcharges to be included in bid.
2. Items must be new and contain all manufacturers' warranties.
3. No alternatives or substitutions.
4. Where proprietary names are specified no alternates or substitutes are acceptable.
5. Must be a Snap-on authorized seller.
6. The College reserves the right to accept or reject any or all parts of this bid.
7. Triton College is a non-for-profit institution; tax exempt letter to be supplied to the successful bidder.

Mailing List

Bill Buege
Snap On Tools
Educational Division
8849 33 Avenue
Kenosha, WI 53142

James, Liput
Snap-On Distributor
5041 N Denal
Norridge IL 60706

Exterior Landscape Maintenance – 2020

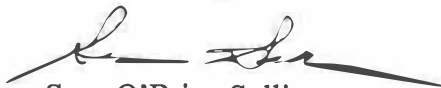
5 firms submitted bids for the Exterior Landscape Maintenance 2020 Services. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 1:30 p.m. local time, Thursday, January 30, 2020, the bids were publicly opened and read aloud in room A-301B by John McGarry, Purchasing, John Lambrecht, O & M, and witnessed by Steve Mazurek, Belen Hernandez, O & M, and representatives from Sebert Landscape, Balanced Environments, Atrium Landscape, and Ground Pros.

It is recommended that the Board of Trustees accept the proposal for a three year contract submitted by Sebert Landscape with their low specified bid. These items were competitively bid according to state statutes.

Recommendation along with tabulation is attached.

COMPANY	NET COST
Sebert Landscape 1550 W. Bartlett Rd. Bartlett, IL 60103	\$259,230.00

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	02-70300510-530400010
A/C Name	Ground Maintenance

Budget FY20	\$445,000.00	Budget FY21	\$675,000.00
Prev. Expend.	\$229,674.00	Prev. Expend	\$0.00
Schedule	\$86,410.00	Schedule	\$86,410.00
Balance	\$143,264.00	Balance	\$588,590.00
		Budget FY22	\$675,000.00
		Prev. Expend.	\$0.00
		Schedule	\$86,410.00
		Balance	\$588,590.00

Memorandum

January 30, 2020

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Exterior Landscape Maintenance – 2020



Operations & Maintenance

Triton College received 5 bids from vendors for the Exterior Landscape Maintenance 2020.

The lowest, qualified bidder was Sebert Landscape at the Total 3 Year Amount of \$259,230.00.

I have carefully reviewed the bids and recommend that the project be awarded to be awarded to Sebert Landscape in amount of \$259,230.00.

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

John

EXTERIOR LANDSCAPE MAINTENANCE 2020 BID TABULATION

	Sebert Landscape	Beary Landscape	Balanced Environments	Ground Pros	Atrium Inc.
Bid Security	Yes	Yes	Yes	Yes	Yes
Addendum	Yes	Yes	Yes	Yes	No

2020

Annual Maintenance Cost	\$71,440.00	\$74,000.00	\$79,000.00	\$77,200.00	\$83,520.00
Annual Mulch Cost	\$8,000.00	\$6,400.00	\$8,800.00	\$11,000.00	\$5,000.00
Annual Soil & Seed Cost	\$6,970.00	\$5,740.00	\$6,560.00	\$9,635.00	\$10,660.00
Mulch Spreading PCY	\$40.00	\$32.00	\$44.00	\$55.00	\$25.00
Sod Installation P10SF	\$14.00	\$15.00	\$12.00	\$14.00	\$25.00
Soil & Seed P10SF	\$8.50	\$7.00	\$8.00	\$11.75	\$13.00
Hourly Rate Maintenance Work	\$42.00	\$35.00	\$30.00	\$45.00	\$35.00
Hourly Rate Enhancement Work	\$65.00	\$55.00	\$50.00	\$55.00	\$65.00
2020 Total Cost	\$86,410.00	\$86,140.00	\$94,360.00	\$97,835.00	\$99,180.00

2021

Annual Maintenance Cost	\$71,440.00	\$74,000.00	\$79,000.00	\$79,200.00	\$86,000.00
Annual Mulch Cost	\$8,000.00	\$6,400.00	\$8,800.00	\$11,000.00	\$5,150.00
Annual Soil & Seed Cost	\$6,970.00	\$5,740.00	\$6,560.00	\$9,635.00	\$10,988.00
Mulch Spreading PCY	\$40.00	\$32.00	\$44.00	\$55.00	\$25.75
Sod Installation P10SF	\$14.00	\$15.00	\$12.00	\$14.00	\$25.75
Soil & Seed P10SF	\$8.50	\$7.00	\$8.00	\$11.75	\$13.40
Hourly Rate Maintenance Work	\$42.00	\$35.00	\$30.00	\$45.00	\$36.00
Hourly Rate Enhancement Work	\$65.00	\$55.00	\$50.00	\$55.00	\$67.00
2021 Total Cost	\$86,410.00	\$86,140.00	\$94,360.00	\$99,835.00	\$102,138.00

2022

Annual Maintenance Cost	\$71,440.00	\$77,600.00	\$79,000.00	\$81,200.00	\$88,600.00
Annual Mulch Cost	\$8,000.00	\$6,800.00	\$8,800.00	\$11,000.00	\$5,300.00
Annual Soil & Seed Cost	\$6,970.00	\$7,380.00	\$6,560.00	\$9,635.00	\$11,316.00
Mulch Spreading PCY	\$40.00	\$34.00	\$44.00	\$55.00	\$26.50
Sod Installation P10SF	\$14.00	\$17.00	\$12.00	\$14.00	\$26.50
Soil & Seed P10SF	\$8.50	\$9.00	\$8.00	\$11.75	\$13.80
Hourly Rate Maintenance Work	\$42.00	\$37.00	\$30.00	\$45.00	\$35.00
Hourly Rate Enhancement Work	\$65.00	\$57.00	\$50.00	\$55.00	\$65.00
2022 Total Cost	\$86,410.00	\$91,780.00	\$94,360.00	\$101,835.00	\$105,216.00

3 Year Total

	\$259,230.00	\$264,060.00	\$283,080.00	\$299,505.00	\$306,534.00
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TRITON COLLEGE
DISTRICT #504
SUBJECT: Addendum #1

SCHEDULE 2.4
January 21, 2020

The Board of Trustees invites you to submit a proposal on the item(s) listed below.



John Lambrecht
Associate Vice President – Facilities

QUANTITY	ARTICLE DESCRIPTION
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EXTERIOR LANDSCAPE MAINTENANCE 2020 – ADDENDUM #1

Where contractor is to provide unit pricing for Installation of Sod per 10 sf area, Contractor is to INCLUDE Preparation & Sod in cost.

Please visit www.triton.edu/rfp to check for any additional addendums or changes.

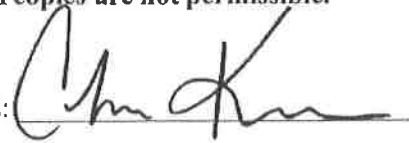
RESPONSE OPENING: 1:30 pm, LOCAL TIME, Thursday, January 30, 2020
Learning Resource Center / Building A / ROOM A-300

QUESTIONS, PLEASE CONTACT TRITON COLLEGE –
Mr. John Lambrecht (708) 456-0300 Ext. 3048 or email johnlambrecht@triton.edu

This proposal is to be received by TRITON COLLEGE – BUSINESS OFFICE, ROOM A 306 (Learning Resource Center), located at 2000 Fifth Avenue, River Grove, IL, 60171, on or before 1:30 pm, local time, on Thursday, January 30, 2020. Facsimile or e-mail copies are not permissible.

FIRM: Sebert Landscape

SIGNATURE:



ADDRESS: 1550 W Bartlett Rd

CONTACT:

Christine Kaldschmidt

CITY & STATE: Bartlett, IL 60103

TELEPHONE:

630-200-5734

SPRING CLEAN UP

- A. Removal of all leaves and landscape debris that has accumulated over the winter from turf and plant bed areas.
- B. Removal of winter debris.
- C. Spring clean-up operations will commence as soon as weather and ground conditions allow, and shall be completed no later than April 15th.

TURF MAINTENANCE

- A. Turf shall be mowed at 2" to 3" weekly or as climatic conditions dictate. Mowing patterns shall be alternated and recycling of clippings shall be encouraged where possible. Clippings to be collected and taken away and disposed of by contractor.
- B. Litter shall be collected and removed from all landscape spaces.
- C. Walks and drives shall be blown off during weekly procedures.
- D. String trimming will occur along edges of drives and walks, along building foundations, around poles, along fences, etc. that cannot effectively be reached by a mower.
- E. Turf adjacent to walks shall be edged three (3) times per season.

TURF FERTILIZATION

- A. All turf shall be fertilized three (3) times per year.
- B. Individual application to consist of 1 lb. N/1,000 square feet.
- C. Timing of these applications shall be according to horticultural conditions.
- D. Care shall be exercised to ensure that the fertilizer is applied uniformly.
Distribution shall be by mechanical means.

TURF WEED CONTROL

- A. A pre-emergent herbicide for crab grass control shall be applied once in spring.
- B. Broadleaf control shall be applied two (2) times each year in spring and fall.

PEST AND DISEASE CONTROL

- A. Inspection for insect and disease problems shall be made routinely of all plants and turf.
- B. If infestations are present, Triton will be notified of the appropriate remedy and cost of treatment before application takes place.

TREES, SHRUBS, AND GROUNDCOVER CARE

- A. All plant material shall be inspected while performing other maintenance duties to determine need for pruning. Pruning shall be completed in accordance with horticultural specifications and climactic conditions.
- B. All shrubs, evergreens, and groundcover shall be pruned four (4) times to maintain a consistent height and shape. Flowering shrubs shall not be pruned until after their flowering season. The first round of pruning shall be completed no later than June 7th.
- C. Contractor shall remove dead or diseased branches from trees up to twelve (12) feet in height.
- D. Any trees, ornamentals or shrubs requiring climbing or special equipment such as high lift truck, ladders, etc. are not covered in this agreement.
- E. All plant trimmings shall be cleaned up and removed from the site.

PLANT BED MAINTENANCE

- A. All plant beds shall be weeded throughout the season.
- B. Post-emergent herbicide may be applied to control weeds.
- C. Mechanical methods may be used to control weeds.
- D. All perennials shall have spent flowers removed and shall be cut back one (1) time per season.
- E. Spade edging of all previously edged plant beds and tree rings shall be performed one (1) time in the spring, no later than May 31st, and shall be maintained throughout the season.

FALL CLEAN UP

- A. Accumulated fall debris shall be removed from turf and plant beds in fall.
- B. Only Annual flowers that were installed by the Contractor shall be removed prior to the end of the contract.
- C. Turf shall be mowed at 2" to prevent winter matting.
- D. Fall clean-up operations to also include trimming down of all perennials and ornamental grasses is to be completed by November 15th.

WATERING

- A. Watering is the responsibility of the Owner/Representative.

TERM

- A. April 1, 2020 through November 30, 2023 – 3 Seasons
April 1 through November 30 each season

AREAS OF SCOPE

Scope of work will be all Landscape on attached Exhibit B - Site plan excluding Synthetic Turf Areas as identified on plan.

Project to be billed monthly (8 Months) during each season.

Contractor to also provide unit pricing for the following categories:

- 1. Spreading of Mulch per cubic yard. (Mulch provided by Triton)
- 2. Installation of Sod per 10 sf area. Includes prep. (Sod provided by Triton)
- 3. Soil and Seed per 10 sf area. Includes prep. 2lbs per 1,000 sf ratio.
- 4. Hourly rate per person for Maintenance Work
- 5. Hourly rate per person for Enhancement Work.

QUALIFICATION

- Minimum of one on site personnel must be Landscape Industry Certified (CLT).
- Bidder must provide proof of current EMR Rating.
- Must have and provide proof of company safety program.
- Must provide company information including history, size, and scope.

REFERENCES

- Contractor to provide a minimum of 3 references of similar size accounts of approximately 100 acres.

Contractor will need to comply with terms identified on this Exhibit A – Specifications, attached Exhibit C - Bid Form and Bidder Identification and Terms, and Exhibit D – Service Agreement.

Awarded contractor will need to sign Exhibit D – Service Agreement.

**TRITON COLLEGE
EXTERIOR LANDSCAPE MAINTENANCE 2020
BID FORM, BIDDER IDENTIFICATION, TERMS**

EXHIBIT "C"

Name of Bidder: Seibert Landscape
Address: 1550 W Bartlett Rd
City, State, Zip: Bartlett, IL 60103
Phone: 630-497-1000 Contact: Christine Kaldschmidt

The undersigned acknowledges receipt of:

PROJECT: Exterior Landscape Maintenance 2020

ADDRESS: 2000 Fifth Avenue, River Grove, IL 60171

Has examined the site and all bidding documents. Shall be responsible for performing all work specifically required by all parts of the bidding documents, including all drawings and specifications for the entire project.

Specifications and ANY and ALL addendums will be posted to the following website:

www.triton.edu/rfp

Bidder is responsible for checking website for any issued addendums.

Agrees to:

- A. Hold this bid open until 60 calendar days after the bid opening date.
- B. Accept the provisions of the Instructions to bidders regarding disposition of bid security.
- C. Enter into and execute a contract with Triton when awarded on the basis of this bid, and in connection therewith to:
 - 1. Furnish all bonds and insurance in accord with the bidding document
 - 2. Accomplish the work in accord with the Contract

SITE VISIT

Contractors are encouraged to visit the site. Contact John Lambrecht, 708/456-0300 Ext. 3048 for further information.

**TRITON COLLEGE
EXTERIOR LANDSCAPE MAINTENANCE 2020
BID FORM, BIDDER IDENTIFICATION, TERMS**

EXHIBIT "C"

BID DEPOSIT:

The undersigned furnished herewith as required, bid security in the amount of 10% of the amount bid in the form of cashier's check _____, certified Check, _____ made payable to the Owner or bid bond X , naming the College as obligee. (Bidder to check form of deposit furnished).

It is understood and agreed that should the undersigned fail to enter into a contract with the College or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the College as liquidated damages and not as a forfeiture. As it is impossible to determine precisely and exact amount of damages the College will sustain, it is agreed that the bid deposit is a fair and equitable estimate of damages.

Bidder shall also be required to comply with State of Illinois laws on preference employment, as outlined in IL. Rev. Stat. CH. 48 269-28-285 "Preference to Citizens on Public Works Projects".

BID WILL BE "NON RESPONSIVE" IF THESE REQUIREMENTS ARE NOT FULFILLED

ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda and has included the provisions of same in this Bid. (List by number and date appearing on each addendum)

Addendum No.

Dated

 #1

 1/21/2020

BID ACCEPTANCE

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the bid opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract (A.I.A. Document A101, June 1987, Edition.) in accordance with the bids as accepted. He w obtain performance and payment bonds with such surety or sureties as the Owner may approve cost of which shall be included in the base bid.

ARBITRATION: All references to arbitration in any portion of the contract documents are deleted. All disputes arising under this agreement shall be resolved in the Circuit Court of Cook County.

PAYMENT: Payments will be processed monthly.

**TRITON COLLEGE
EXTERIOR LANDSCAPE MAINTENANCE 2020
BID FORM, BIDDER IDENTIFICATION, TERMS**

EXHIBIT "C"

CHANGE ORDERS / ADDITIONAL WORK: Change orders / additional work will not be approved unless prior written authorization is received by the Owner and the policy and procedures of Owner have been strictly adhered to. Owner is a governmental entity which cannot, by law, be obligated to pay for any change not authorized and in compliance with applicable laws, regulations and policies. All requests for changes shall be in writing and accompanied by adequate supporting documentation. Contractor shall, upon request complete any form for a change that may be required or requested by Owner or its architect.

The College reserves the right to award the contract to its best interests, to any or all bids, to waive informalities, in bidding and to hold all bids for the bid guarantee period, a period of 60 days after bid opening.

The Undersigned:

Having examined the site of the work, and having familiarized himself with local conditions affecting the cost of the work and with all requirements of the specifications and duly issued addendum, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the specifications and such additional work may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and/or install the described services for stated monthly price.

To hold this bid open until 60 calendar days after the bid opening date.

To enter into and execute a contract with the College, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish bid security and insurance in accordance
2. Accomplish the work in accord with the contract

REPRESENTATIONS AND CERTIFICATIONS

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid proposal. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY: The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

INDEPENDENT PRICE DETERMINATION: The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

**TRITON COLLEGE
EXTERIOR LANDSCAPE MAINTENANCE 2020
BID FORM, BIDDER IDENTIFICATION, TERMS**

EXHIBIT "C"

PREVAILING WAGE: The contractor and each subcontractor shall pay not less than the prevailing rate of hourly wages for Work of a similar character in the locality in which the Work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime Work in the performance of Work under this contract, as established by the Illinois Department of Labor.

Pursuant to Illinois Revised Statutes, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, Workers and mechanics employed by them and also showing the actual hourly wage paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act or by any laborer, Worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the Contractor or subcontractor of the pendency of such claim, demand, lien or suit.

BID RIGGING/BID ROTATING

The undersigned is not barred from bidding on this project as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 38E-4 (Bid rotating) under Article 33E of Chapter 38 of the Illinois Revised Statutes.

The Contractor Acknowledges:

1. That he understands the specifications
2. That he has the equipment, technical ability, personnel and facilities to construct the project in accordance with the specifications
3. That the specifications are, in his opinion, appropriate and adequate for said project.
4. That he will conform to and abide by the decision of the Owner as to selection of Contractor.

INSURANCE

Independent Contractor shall maintain liability and WC insurance in minimum limits of \$2,000,000 per occurrence and \$5,000,000 in the aggregate with a waiver of subrogation and shall name Triton College, District No. 504, its affiliates, officers, directors, trustees, volunteers, employees, and students as additional insured on a Primary and Non-Contributory basis on a separate endorsement.

**TRITON COLLEGE
EXTERIOR LANDSCAPE MAINTENANCE 2020
BID FORM, BIDDER IDENTIFICATION, TERMS**

EXHIBIT "C"

Sebert Landscaping, Inc

Legal Name of person, corporation, partnership
or joint venture

If Corporation, affix Corporate Seal



BRANCH MANAGER

Dated _____, 20____.

Signature and Title

If a Corporation

NAME

ADDRESS

Jeffery Sebert

President

1550 W Bartlett Rd
Bartlett, IL 60103

Kim Riebel

Secretary

1550 W Bartlett Rd
Bartlett, IL 60103

Al Tokar

Treasurer

1550 W Bartlett Rd
Bartlett, IL 60103

Corporation, State of Illinois

If a Partnership

NAME OF PARTNERS

ADDRESS

If a Joint Venture

NAME OF MEMBERS

ADDRESS

**TRITON COLLEGE
EXTERIOR LANDSCAPE MAINTENANCE 2020
BID FORM, BIDDER IDENTIFICATION, TERMS**

EXHIBIT "C"

Annual Cost 2020 \$ 71,440.- per year

Unit Costs for work outside of Contract Scope

Mulch Spreading (Labor Only)	\$ <u>40.00</u> per cubic yard
Installation of Sod (Including Sod and Prep)	\$ <u>14.00</u> per 10 sf area
Soil and Seed (Including Materials and Prep)	\$ <u>8.50</u> per 10 sf area
Hourly Rate per Person for Maintenance Work	\$ <u>42.00</u> per hour
Hourly Rate per Person for Enhancements	\$ <u>65.00</u> per hour

Annual Cost 2021 \$ 71,440.- per year

Unit Costs for work outside of Contract Scope

Mulch Spreading (Labor Only)	\$ <u>40.00</u> per cubic yard
Installation of Sod (Including Sod and Prep)	\$ <u>14.00</u> per 10 sf area
Soil and Seed (Including Materials and Prep)	\$ <u>8.50</u> per 10 sf area
Hourly Rate per Person for Maintenance Work	\$ <u>42.00</u> per hour
Hourly Rate per Person for Enhancements	\$ <u>65.00</u> per hour

Annual Cost 2022 \$ 71,440.- per year

Unit Costs for work outside of Contract Scope

Mulch Spreading (Labor Only)	\$ <u>40.00</u> per cubic yard
Installation of Sod (Including Sod and Prep)	\$ <u>14.00</u> per 10 sf area
Soil and Seed (Including Materials and Prep)	\$ <u>8.50</u> per 10 sf area
Hourly Rate per Person for Maintenance Work	\$ <u>42.00</u> per hour
Hourly Rate per Person for Enhancements	\$ <u>65.00</u> per hour

TRITON COLLEGE
EXTERIOR LANDSCAPE MAINTENANCE 2020
BID FORM, BIDDER IDENTIFICATION, TERMS


EXHIBIT "C"

BIDDER'S NAME: Sebert Landscape

Christine Kaldschmidt
BIDDER

Christine Kaldschmidt
BY:

1550 W Bartlett Rd
BIDDER ADDRESS


SIGNATURE

Bartlett, IL 60103
CITY, STATE AND ZIP CODE

Business Development
TITLE

1/30/2020
DATE

630-200-5734
BUSINESS TELEPHONE

christine@sebert.com
E-MAIL

Envelopes containing bid, bid security and other required documents must be sealed, marked and addressed as follows:

**TRITON COLLEGE
Exterior Landscape Maintenance 2020
Business Office / Purchasing Department / A 306
2000 Fifth Avenue
River Grove IL 60171**



Agreement Between Triton College and Independent Contractor

Start date: _____
Maximum value: \$ _____

This Agreement made this _____ day of **March**, 20_____, between Community College District No. 504 (hereinafter referred to as "Triton College"), located at 2000 Fifth Ave., River Grove, Ill. 60171 and Independent Contractor _____ (hereinafter referred to as "Independent Contractor"), located at _____

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

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

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

(PRINT OR TYPE ONLY)

Community College District No. 504 (Triton College) Representative* _____ Date _____

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

Administrator _____

White-Contract Manager _____ Dean _____

Green-Business Office _____

Canary-Requisitioner _____ Vice President _____

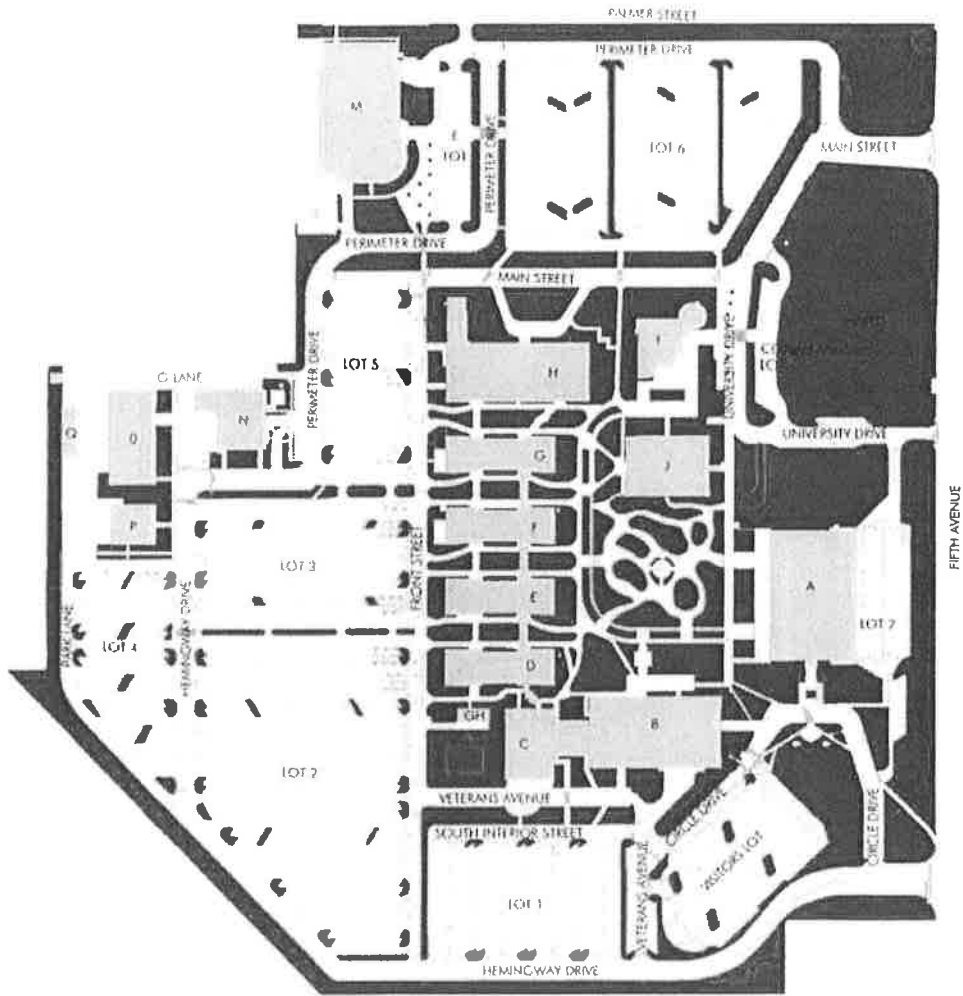
Pink-Vice President _____

Gold-Independent Contractor _____ Other _____

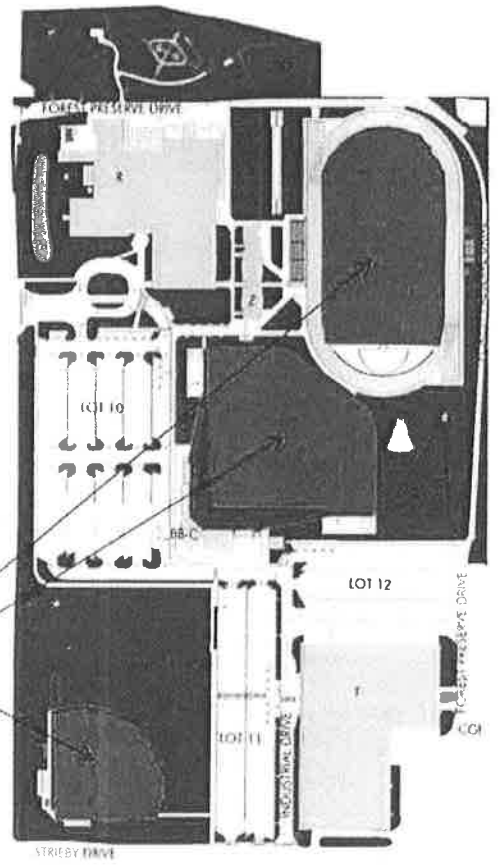
Sebert Landscape
 Independent Contractor
 Signature: *[Handwritten Signature]*
 Address: 1550 W Bartlett Rd, Bartlett, IL 60103
 Telephone: 630-497-1000 Christine @ sebert.com
 Social Security no. or FEIN: 36-4359042

Must be stamped in full for processing.

Exhibit B
Site Plan



CAMPUS PLAN
2000 FIFTH AVENUE
RIVER GROVE, IL 60171



EAST AND WEST CAMPUS LEGEND

- AK LEARNING RESOURCE
- AL CENTER BUILDING JERSEYS
- AR(1) BASEBALL CLUBHOUSE
- AR(2) BOTANICAL GARDEN/FICUS AREA
- AS BACKSTORE
- AT CERAMIC/ART AND SPACE CENTER
- AV BRITON COLLEGE POLICE DEPT
- AW HUMAN RESOURCES
- AX(1) SOCCER FIELD
- AX(2) SOCCER FIELD
- AY STADIUM BUILDING

**Synthetic Turf
Not In Scope**