



**Regular Meeting of the
Board of Trustees**

NOTICE: This Board meeting will be held via teleconference utilizing the number listed below. All provisions for conducting this meeting remotely will be followed in compliance with the Open Meetings Act.

Individuals who wish to address the Board of Trustees during the Citizen Participation portion of the meeting should send an email to susanpage@triton.edu including your name, phone number, town/affiliation, and the item you wish to address, no later than Tuesday, January 26, 2021 at 6 p.m.

Agenda

Tuesday, January 26, 2021

- I. CALL TO ORDER** January 26, 2021 at 6:30 p.m.
Teleconference Number: 312-626-6799
Meeting ID: 516 421 4791
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LVII**
[Minutes of the Regular Board Meeting of December 15, 2020, No. 9](#)
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**

XIII. NEW BUSINESS

- A. Action Exhibits
 - [16538 Budget Transfers](#)
 - [16539 Agreement with Watermark Insights, LLC](#)
 - [16540 Change of Course Fees for Inclusive Access Courses](#)
 - [16541 Agreement Renewal with Emsi Career Coach](#)
 - [16542 Student Assistance Plan with Perspectives, LTD to Support Student Mental Health](#)

- B. Purchasing Schedules

- C. Bills and Invoices

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

- E. Human Resources Report
 - *Administrative Contract
Pamela Harmon, Dean of Health Careers & Public Service Programs

XIV. COMMUNICATIONS – INFORMATION

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

XV. ADJOURNMENT

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

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees, held via public teleconference, to order at 6:47 p.m. All provisions for conducting this meeting remotely were followed in compliance with the Open Meetings Act and current Executive Orders, with President Mary-Rita Moore present in the Triton College Boardroom. Following the Pledge of Allegiance, roll call was taken.

Present: Mrs. Lisa Bickel, Mr. Luke Casson, Mr. Glover Johnson, Mr. Steven Page, Mrs. Elizabeth Potter, Mr. Rich Regan, Mr. Mark Stephens, Ms. Diane Viverito.

APPROVAL OF BOARD MINUTES

Ms. Viverito made a motion, seconded by Mrs. Potter, to approve the minutes of the Board Audit Committee of November 17, 2020 and the Regular Board Meeting of November 17, 2020.

Roll Call Vote:

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

Motion carried 7-0 with the Student Trustee voting yes.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Faculty Association President Leslie Wester discussed faculty doing all they can to help students be successful in this unique semester, commenting on and celebrating the incredible resilience of Triton students. She wished everyone merry and bright holidays.

Mid-Management Association President Patricia Brantley congratulated the college and Workforce Equity Initiative area on the award of the second WEI grant, enabling the continued help to students in our district.

Classified Association President Katrina Mooney wished everyone happy and healthy holidays and 2021.

Adjunct Faculty Association President Bill Justiz reported that adjuncts are finishing finals and helping recruit for the spring semester. He wished everyone a safe holiday season and better year next year.

STUDENT SENATE REPORT

TCSA President Megan Sroka reported that Phi Theta Kappa inducted over 100 new members in a ceremony held on Zoom. She commented that finals are coming to a close and she hopes everyone enjoys a long, deserved break.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito reported that the committee met earlier this month, reviewed, and is in support of all of the items pertaining to academic and student affairs.

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on December 2, reviewed six new business items and three purchasing schedules, and forwarded all items to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

None.

PRESIDENT'S REPORT

President Mary-Rita Moore wished happy holidays to the Triton College community, and wished students well in their final exams. President Moore thanked faculty, staff, and students for their outstanding efforts and initiative in completing the semester.

CHAIRMAN'S REPORT

Chairman Mark Stephens mentioned the hopeful news of COVID-19 vaccinations beginning in this country and that discussions will occur about returning to campus. He announced that the Triton College Foundation's *Giving Tuesday* campaign exceeded its goal of raising \$10,000 to assist our students.

Mr. Stephens commented that the Tax Levy Action Exhibit is being presented tonight, noting that VP of Business Services Sean Sullivan will explain the item along with the recent bond sale. Chairman Stephens also commented that Capital Development Board projects for next year include Triton's unfinished parking lots, for which funds must be placed in trust.

Chairman Stephens wished everyone a happy holiday season.

NEW BUSINESS

ACTION EXHIBITS

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

16529 Budget Transfers

16530 2020 Tax Levy

Mr. Sullivan stated that the objective of this proposed levy is to capture an additional \$958,961 in new annual tax revenue based on the new Equalized Assessed Value of Rosemont TIF#3 in excess of \$229 million plus other new construction within the district. By indicating a specific amount of increase, one that we know relates directly to the TIF expiration, the average homeowner's taxes will remain unchanged by any Triton action.

Mr. Sullivan explained that the re-sale of bonds approved by the Board in October 2020 occurred on December 9. The market was watched daily, and when the conditions were most favorable, the bonds were sold, which will save the college over \$2.8 million during the repayment period.

- 16531 Certification of Compliance with Truth in Taxation Act**
- 16532 Resolution Abating Taxes Levied for Debt Service on Series 2014, Series 2020A, and Series 2020B Bonds**
- 16533 Agreement with National Opinion Research Center**
- 16534 Agreement with Northwestern Memorial Healthcare**
- 16535 Titles for Library Removal/Weeding**
- 16536 Curriculum Recommendations, November and December 2020**
- 16537 Purchase of HP Z-Book Mobile Workstations – Confirmation of Board Poll**

Mrs. Potter made a motion to approve the Action Exhibits, seconded by Ms. Viverito.

Roll Call Vote:

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

Motion carried 7-0 with the Student Trustee voting yes.

PURCHASING SCHEDULES

- B43.08 Districtwide Schedule of Classes – Summer 2021**
- B43.09 Automotive Chassis Dynamometer**
- B43.10 Mobile Column Lifts**

Mrs. Potter made a motion to approve the Purchasing Schedules, seconded by Ms. Viverito.

Roll Call Vote:

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

Motion carried 7-0 with the Student Trustee voting yes.

BILLS AND INVOICES

Ms. Viverito made a motion, seconded by Mr. Casson, to pay the Bills and Invoices in the amount of \$1,194,085.66.

Roll Call Vote:

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

Motion carried 7-0 with the Student Trustee voting yes.

CLOSED SESSION

Mr. Johnson 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 Mrs. Potter.

Roll Call Vote:

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

Motion carried 7-0 with the Student Trustee voting yes. The Board went into Closed Session at 7:12 p.m.

RETURN TO OPEN SESSION

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

Roll Call Vote:

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

Motion carried 7-0 with the Student Trustee voting yes. The Board returned to Open Session at 7:25 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

Ms. Viverito made a motion, seconded by Mrs. Potter, to approve page 1 of the Human Resources Report, items 1.1.01 through 1.4.01.

Roll Call Vote:

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

Motion carried 7-0 with the Student Trustee voting yes.

2.0 Adjunct Faculty

Mrs. Potter made a motion, seconded by Mr. Johnson, to approve pages 2 and 3 of the Human Resources Report, items 2.2.01 through 2.8.02.

Roll Call Vote:

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

Motion carried 7-0 with the Student Trustee voting yes.

3.0 Administration

Ms. Viverito made a motion, seconded by Mrs. Potter, to approve page 4 of the Human Resources Report, item 3.1.01.

Roll Call Vote:

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

Motion carried 7-0 with the Student Trustee voting yes.

4.0 Classified, Police & Engineers

Mr. Regan made a motion, seconded by Mrs. Potter, to approve pages 5 through 7 of the Human Resources Report, items 4.1.01 through 4.7.01.

Roll Call Vote:

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

Motion carried 7-0 with the Student Trustee voting yes.

5.0 Mid-Management

Ms. Viverito made a motion, seconded by Mrs. Bickel, to approve pages 8 and 9 of the Human Resources Report, items 5.1.01 through 5.6.04.

Roll Call Vote:

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

Motion carried 7-0 with the Student Trustee voting yes.

6.0 Hourly Employees

Ms. Viverito made a motion, seconded by Mrs. Potter, to approve page 10 of the Human Resources Report, items 6.1.01 through 6.3.01.

Roll Call Vote:

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

Motion carried 7-0 with the Student Trustee voting yes.

7.0 Other

Ms. Viverito made a motion, seconded by Mrs. Potter, to approve page 11 of the Human Resources Report, item 7.1.01.

Roll Call Vote:

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

Motion carried 7-0 with the Student Trustee voting yes.

ADJOURNMENT

Chairman Stephens wished everyone a Merry Kwanzaa, Hanukkah, and Christmas, and a Happy New Year.

There being no further business before the Board, the Chairman asked for a motion to adjourn. Motion was made by Mrs. Potter to adjourn the meeting, seconded by Ms. Viverito.

Roll Call Vote:

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

Motion carried 7-0 with the Student Trustee voting yes. Chairman Stephens adjourned the meeting at 7:33 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Elizabeth Potter
Board Secretary

Susan Page
Susan Page, Recording Secretary

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

Meeting of January 26, 2021

ACTION EXHIBIT NO. 16538

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

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

**PROPOSED BUDGET TRANSFERS - FY 2021
FOR THE PERIOD 12/1/20 to 12/31/20**

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
EDUCATION FUND					
1	Psychology	01-10102040-550200010	Sociology	01-10102050-540600010	\$ 1,000.00
2	Records	01-30100511-550200005	Records	01-30100511-540200005	74.00
3	Asst VP Tech & Innovation	01-80100545-540901005	Asst VP Tech & Innovation	01-80100545-530900010	4,600.00
			TOTAL EDUCATION FUND		\$ 5,674.00
RESTRICTED FUND					
4	MSI-Minority Serving Instituti	06-20905042-590400090	MSI-Minority Serving Instituti	06-20905042-510300210	\$ 44,000.00
5	TitleV Yr2 10/01/19 - 09/30/20	06-30205016-510200005	TitleV Yr2 10/01/19 - 09/30/20	06-30205016-540901005	15,000.00
6	TitleV Yr2 10/01/19 - 09/30/20	06-30205016-510300030	TitleV Yr2 10/01/19 - 09/30/20	06-30205016-540901005	10,000.00
7	Adult Volunteer Literacy	06-30805001-510200005	Adult Volunteer Literacy	06-30805001-540100210	1,500.00
			TOTAL RESTRICTED FUND		\$ 70,500.00
			TOTAL PROPOSED BUDGET TRANSFERS		\$ 76,174.00

Budget Transfer Form

Dollar Amount \$1000

From what Budget Account 01 10102040 550200010 Object Code Description Psychology : Prof Dev-Travel-In State

To what Budget Account 01 10102050 540600010 Object Code Description Sociology : Prof Dev-Publications & 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:
 This is to rectify an error in the distribution of professional development funds between PSY and SOC.

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

According to the full-time faculty CBA, the SOC discipline must have \$ 1,000 in professional development in its budget.

Required Signatures

Requestor Danielle Manni 12/8/2020
DocuSigned by: Danielle Manni 28D0E8124555467

Cost Center Manager Danielle Manni 12/8/2020
DocuSigned by: Danielle Manni 28D0E8124555467

Associate Dean (If Applicable) Derek Salinas-LazarSKI 12/8/2020
DocuSigned by: Derek Salinas-LazarSKI 91810030300F410

Dean (If Applicable) Kevin Li 12/8/2020
DocuSigned by: Kevin Li 4E937E22504468

Associate Vice President Paul Jensen 12/11/2020
DocuSigned by: Paul Jensen 815C66BB1074DE

Area Vice President Susan Marie Campos 12/11/2020
DocuSigned by: Susan Marie Campos FCSA351F854195

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____ *ML*

Exec. Dir. of Bus. Operations: _____ *AK*

VP of Business Services: Jan 12/15/20

Entered by: BS401 DS 12/15/20

Budget Transfer Form

Dollar Amount

\$74.00

From what Budget Account

01 30100511 55020005

Object Code Description

Records Travel In State

To what Budget Account

01 30100511 54020005

Records Printing

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 additional \$74 is needed to cover Key Plus invoice #27473 PO# P0024175
The \$74 is available in Records-Travel in State 01-30100511-55020005
The funds are needed in Records-Printing 01-30100511-54020005
Due to the Pandemic there is a ban on travel, and the size of gatherings. Meetings are held virtually
The Diploma Mailers printed had an over run of 100 units @ \$0.74

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

The additional \$74.00 is needed in the Records Printing account 01-30100511-54200005 to pay the overage on Key Plus invoice #27473

Required Signatures

Requestor

DocuSigned by:
Linda Wilkins 12/4/2020

Cost Center Manager

DocuSigned by:
Linda Wilkins 12/4/2020

Associate Dean (If Applicable)

DocuSigned by:
Pat Bings 12/4/2020

Dean (If Applicable)

DocuSigned by:
Jodi Koslow Martin 12/11/2020

Associate Vice President

DocuSigned by:
Jodi Koslow Martin 12/11/2020

Area Vice President

DocuSigned by:
Jodi Koslow Martin

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____ *AR*

Exec. Dir. of Bus. Operations: _____ *OK*

VP of Business Services: Alan 12/15/20

Entered by: BS400 DS 12/15/20

Budget Transfer Form

Dollar Amount \$4,600.00

				Object Code Description
From what Budget Account	01	80100545	540901005	Computer Equipment <5K
To what Budget Account	01	80100545	530900010	Other Contractual Services

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:

Please transfer the amount of \$4600.00 from budget account 01-80100545-540901005 (Computer Equipment <5K) into 01-80100545-530900010 (Other Contractual Services) to cover the payment for Blackboard services for customization expense related to Colleague SSO.

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

This customization is part of several Guided Pathways technology requirements for the support of the Guided Pathways initiative.

Required Signatures

Requestor	<u>Humberto Espino</u> <small>DocuSigned by: 7F67EA76102F460...</small>	12/8/2020
Cost Center Manager	<u>Humberto Espino</u> <small>DocuSigned by: 7F67EA76102F460...</small>	12/8/2020
Associate Dean (if Applicable)	_____	
Dean (if Applicable)	_____	
Associate Vice President	<u>Michael Garrity</u> <small>DocuSigned by: 7F67EA76102F460...</small>	12/8/2020
Area Vice President	<u>Sean Sullivan</u> <small>DocuSigned by: 042220251EC74A1...</small>	12/8/2020

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: NR

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 12/11/20

Entered by: B5398 DS 12/11/20

Budget Transfer Form

Dollar Amount \$44,000

From what Budget Account 06 20905042 590400090 **Object Code Description** MSI LOSS OF REVENUE

To what Budget Account 06 20905042 510300210 **Object Code Description** MSI PART TIME STIPEND OR EXTRA DUTY

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? David Rodriguez 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 Vice President of Academic Affairs is charged with supporting faculty in the transition to online education during the pandemic. The costs associated with the transition requires faculty to engage in training of Blackboard and online pedagogy. This transfer is allowable through the MSI CARES Act guidelines PR Award number P425L200304.

Explain specifically why additional funds are needed in the receiving account:
 The estimated cost is \$ 44,000 and currently there is not enough funding available in the Part-time Stipend or Extra Duty line to pay this expense.

Required Signatures

Requestor Cassandra Ramirez 12/7/2020

Cost Center Manager Susan Campos 12/7/2020

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Paul Jensen 12/8/2020

Area Vice President Susan Campos 12/8/2020

BUSINESS OFFICE APPROVALS

Grant Accountant: DR **DEC 1 1 2020**

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 12/16/20

Entered by: BS404 ds 12/16/20

Budget Transfer Form

Dollar Amount

\$15,000.00

Object Code Description

From what Budget Account

06 30205016 51020005

Title V Yr2: Professional/Tech - Full Time

To what Budget Account

06 30205016 540901005

Title V Yr2: Computer Equipment <5

Is this a Grant?

Yes No

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

Grant Accountant? Gerardo Porrás-Nava

Include Attachments: Yes No



Rationale:

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

In Spring 2020 the Title V budget was modified, as approved by the DOE, to correct overbudgeted personnel funds in the original grant proposal. These funds now require transfer to accommodate specific lines.

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

Additional funds are needed in the Computer Equipment account in order to pay for Learning Lab computer equipment in accordance with the Title V grant.

"This is an allowable transfer under the Title V Grant guidelines."

Required Signatures

Requestor

DocuSigned by: Anderson Manzano 11/19/2020

Cost Center Manager

DocuSigned by: Ricardo Segura 11/30/2020

Associate Dean (if Applicable)

DocuSigned by: Denk Salinas-Lazarstei 11/30/2020

Dean (if Applicable)

DocuSigned by: Kevin Li 11/30/2020

Associate Vice President

DocuSigned by: Paul Jensen 11/30/2020

Area Vice President

DocuSigned by: Susan Marie Campos 12/2/2020

BUSINESS OFFICE APPROVALS

Grant Accountant:

[Signature]

Asst. Director of Finance

Exec. Director of Finance:

[Signature]

Exec. Dir. of Bus. Operations:

[Signature]

VP of Business Services:

[Signature] 12/2/20

Entered by:

B5394 DS 12/2/20

Budget Transfer Form


Dollar Amount \$10,000.00

Object Code Description

From what Budget Account 06 30205016 510300030 Title V Yr2: FT Extra Duty Non-Chair

To what Budget Account 06 30205016 540901005 Title V Yr2: Computer Equipment <5

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

Grant Accountant? Gerardo Porrás-Nava Include Attachments: Yes No 

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 In Spring 2020 the Title V budget was modified, as approved by the DOE, to correct overbudgeted personnel funds in the original grant proposal. These funds now require transfer to accomodate specific lines.

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

Additional funds are needed in the Computer Equipment account in order to pay for Learning Lab computer equipment in accordance with the Title V grant.
 "This is an allowable transfer under the Title V Grant guidelines."

Required Signatures

Requestor	<u>Deborah Munoz</u> DocuSigned by: 0A004E8018848F	11/19/2020
Cost Center Manager	<u>Ricardo Sigua</u> DocuSigned by: 81210E30300419	11/30/2020
Associate Dean (if Applicable)	<u>Derek Salinas-Lazariski</u> DocuSigned by: 4E37E25201405	11/30/2020
Dean (if Applicable)	<u>Kevin Li</u> DocuSigned by: 81210E30300419	11/30/2020
Associate Vice President	<u>Paul Jensen</u> DocuSigned by: 81210E30300419	11/30/2020
Area Vice President	<u>Susan Marie Campos</u> DocuSigned by: 81210E30300419	12/2/2020

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance: _____

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature]

Entered by: B5395 DS 12/2/20

Budget Transfer Form

Dollar Amount \$ 1,500.00

From what Budget Account 06 30805001 51020005 Object Code Description Professional/Tech Full-Time

To what Budget Account 06 30805001 540100210 Instructional Supplies

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

Grant Accountant? 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 Adult Volunteer Literacy Coordinator position has been vacant since July 2020. Part of the funds in the Professional/Tech Full Time line will not be expended during this Fiscal Year.

Explain specifically why additional funds are needed in the receiving account:
 Funds are needed for books that are needed for the Literacy Program's tutors and students.
 This is an allowable transfer under the guidelines of the Adult Volunteer Literacy Grant.

Required Signatures

Requestor Rosa Maria Hernandez 12/9/2020
DocuSigned by: Rosa Maria Hernandez

Cost Center Manager Christine Debusch 12/10/2020
DocuSigned by: Christine Debusch

Associate Dean (If Applicable) _____

Dean (If Applicable) Jacqueline Lynch 12/11/2020
DocuSigned by: Jacqueline Lynch

Associate Vice President Paul Jensen 12/11/2020
DocuSigned by: Paul Jensen

Area Vice President Susan Campos 12/11/2020
DocuSigned by: Susan Campos

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature] 12/15/2020

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 12/16/20

Entered by: B5403 DS 12/16/20

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

Meeting of January 26, 2021

ACTION EXHIBIT NO. 16539

SUBJECT: AGREEMENT WITH WATERMARK INSIGHTS, LLC

RECOMMENDATION: That the Board of Trustees approve the contract with Watermark Insights, LLC for the site licenses of their products Planning & Self Study, Aqua, SmartCatalog Curriculum, and SmartCatalog Syllabus Management for a period of five and a half years. This Agreement is for the period of February 1, 2021 through June 30, 2026. The payment in each year is as follows: Year 1: \$27,057.50, Year 2: \$54,053.75, Year 3: \$56,756.44, Year 4: \$59,593.66, Year 5: \$62,573.97, Year 6: \$65,702.68. The total cost is \$325,738.

RATIONALE: The Planning & Self-Study and Aqua products will replace our current Tk20 platform used for academic assessment and Internal Program Review (IPR). This new platform will provide integrated data collection and reporting capabilities for assessment activities at the course and program levels in addition to general education assessment. The SmartCatalog Curriculum and SmartCatalog Syllabus Management modules will be utilized for Guided Pathways and will augment the SmartCatalog product from Watermark currently used by the College. The Curriculum and Syllabus Management modules will integrate curriculum review/change process, syllabus creation, and catalog management.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

Watermark Order Form

71 West 23rd Street, 15th Floor, New York, NY 10010

Date: January 05, 2021

Order Form For: Triton College

Offer Valid Through: January 27, 2021

Prepared by: Lindsay Tanamal

Address

Street: 2000 5th Ave

City: River Grove

State/Province: Illinois

Zip/Postal Code: 60171

Country: United States

Order Information

Billing Frequency: Annual

Payment Terms: Net 30

Billing Contact

Name: Ian Fuchs

Email:
ianfuchs@triton.edu

Phone:
7084560300

Primary Contact

Name: Kurian Tharakunnel

Email: kuriantharakunnel@triton.edu

Phone: (708) 456-0300

Watermark Enterprise Site License - The annual site license includes faculty, staff and administrator access, as well as telephone and email technical support to all users. In addition, there is no charge for technical hardware or service cost for maintenance of equipment.

Subscription Pricing: This pricing is based on a 65 month Subscription Agreement beginning on February 01, 2021.

Year 1

Subscription Products	Quantity	Unit of Measure	Amount
<i>Planning & Self-Study by Watermark</i>	6723	Student FTE	\$12,666.67
<i>Aqua by Watermark</i>	6723	Student FTE	\$3,600
Implementation Services			
<i>Implementation</i>			\$.00

Total Year 1 (2/1/2021 - 6/30/2021)	\$16,266.67
--	--------------------

Year 2

Subscription Products	Quantity	Unit of Measure	Amount
<i>Planning & Self-Study by Watermark</i>	6723	Student FTE	\$32,000.00
<i>Aqua by Watermark</i>	6723	Student FTE	\$8,640.00
Total Year 2 (7/1/2021 - 6/30/2022)			\$40,640.00

Year 3

Subscription Products	Quantity	Unit of Measure	Amount
<i>Planning & Self-Study by Watermark</i>	6723	Student FTE	\$33,600.00
<i>Aqua by Watermark</i>	6723	Student FTE	\$9,072.00
Total Year 3 (7/1/2022 - 6/30/2023)			\$42,672.00

Year 4

Subscription Products	Quantity	Unit of Measure	Amount
<i>Planning & Self-Study by Watermark</i>	6723	Student FTE	\$ 35,280.00
<i>Aqua by Watermark</i>	6723	Student FTE	\$ 9,525.60
Total Year 4 (7/1/2023 - 6/30/2024)			\$44,805.00

Year 5

Subscription Products	Quantity	Unit of Measure	Amount
<i>Planning & Self-Study by Watermark</i>	6723	Student FTE	\$37,044.00
<i>Aqua by Watermark</i>	6723	Student FTE	\$10,001.88
Total Year 5 (7/1/2024 - 6/30/2025)			\$47,045.88

Year 6

Subscription Products	Quantity	Unit of Measure	Amount
<i>Planning & Self-Study by Watermark</i>	6723	Student FTE	\$38,896.20
<i>Aqua by Watermark</i>	6723	Student FTE	\$10,501.98
Total Year 6 (7/1/2025 - 6/30/2026)			\$49,398.18

**A Standard Uplift is included*

Master Subscription Agreement. Use of Watermark Software and Services is subject to the terms and conditions of the Master Subscription Agreement, which is hereby attached and incorporated by reference. This Agreement is entered into as of the date on which the Order Form is fully executed by the Parties (the “Effective Date”).

Professional Services. Organization’s purchase of Implementation Services shall expire six (6) months from the date of execution of the Order Form. Organization’s purchase of Professional Services, other than Implementation Services, shall expire twelve (12) months from the date of execution of the Order Form.

Payment Terms. Should for any reason Organization fail to pay the Fees due, a service charge of 1.0% per month (12% annually) or such lesser amount allowed by applicable law shall be imposed to the extent allowed by law on the past due amount until paid.

Taxes. Unless otherwise stated, Watermark’s Fees do not include any local, state, federal or foreign taxes, levies or duties of any nature (“Taxes”). The Organization is responsible for paying all Taxes, excluding Taxes based on Watermark’s income. If Watermark has the legal obligation to pay or collect Taxes for which the Organization is responsible, the appropriate amount will be invoiced to and paid by Organization unless Organization provides Watermark with a valid tax exemption certificate or resale certificate authorized by the applicable taxing authority.

PURCHASE ORDER INFORMATION	TAX INFORMATION
----------------------------	-----------------

<p>Is a Purchase Order required for the purchase or payment of the products on this order form?</p> <p>Check here if YES:</p> <p>If yes, please enter PO Number:</p>	<p>Check here if your company is tax exempt:</p> <p><i>Please email any/all exemption certifications to ar@watermarkinsights.com.</i></p>
--	---

By executing this Order Form, each Party agrees to be legally bound by this Order Form and the applicable terms and conditions.

Triton College

WATERMARK INSIGHTS, LLC

By: _____
Mark R. Stephens

Title: Board Chairman

Date:

By:

Title:

Date:

Watermark Order Form

71 West 23rd Street, 15th Floor, New York, NY 10010

Date: January 05, 2021

Order Form For: Triton College

Offer Valid Through: January 27, 2021

Prepared by: Lindsay Tanamal

Address

Street: 2000 5th Ave

City: River Grove

State/Province: Illinois

Zip/Postal Code: 60171

Country: United States

Order Information

Billing Frequency: Annual

Payment Terms: Net 30

Billing Contact

Name: Ian Fuchs

Email:
ianfuchs@triton.edu

Phone:
7084560300

Primary Contact

Name: Kurian Tharakunnel

Email: kuriantharakunnel@triton.edu

Phone: (708) 456-0300

Watermark Enterprise Site License - The annual site license includes faculty, staff and administrator access, as well as telephone and email technical support to all users. In addition, there is no charge for technical hardware or service cost for maintenance of equipment.

Subscription Pricing: This pricing is based on a 65 month Subscription Agreement beginning on February 01, 2021.

Year 1

Subscription Products	Quantity	Unit of Measure	Amount
<i>SmartCatalog Curriculum by Watermark</i>	6723	Student FTE	\$3,281.25
<i>SmartCatalog Syllabus Management</i>	6723	Student FTE	\$2,333.33
Implementation Services			
<i>Implementation</i>			\$00.00

Total Year 1 (2/1/2021 - 6/30/2021)	\$5,614.58
--	-------------------

Year 2

Subscription Products	Quantity	Unit of Measure	Amount
<i>SmartCatalog Curriculum by Watermark</i>	6723	Student FTE	\$8,268.75
<i>SmartCatalog Syllabus Management</i>	6723	Student FTE	\$5,145.00
Total Year 2 (7/1/2021 - 6/30/2022)			\$13,413.75

Year 3

Subscription Products	Quantity	Unit of Measure	Amount
<i>SmartCatalog Curriculum by Watermark</i>	6723	Student FTE	\$8,682.19
<i>SmartCatalog Syllabus Management</i>	6723	Student FTE	\$5,402.25
Total Year 3 (7/1/2022 - 6/30/2023)			\$14,084.44

Year 4

Subscription Products	Quantity	Unit of Measure	Amount
<i>SmartCatalog Curriculum by Watermark</i>	6723	Student FTE	\$ 9,116.30
<i>SmartCatalog Syllabus Management</i>	6723	Student FTE	\$ 5,672.36
Total Year 4 (7/1/2023 - 6/30/2024)			\$14,788.66

Year 5

Subscription Products	Quantity	Unit of Measure	Amount
<i>SmartCatalog Curriculum by Watermark</i>	6723	Student FTE	\$ 9,572.11
<i>SmartCatalog Syllabus Management</i>	6723	Student FTE	\$ 5,955.98
Total Year 5 (7/1/2024 - 6/30/2025)			\$15,528.09

Year 6

Subscription Products	Quantity	Unit of Measure	Amount
<i>SmartCatalog Curriculum by Watermark</i>	6723	Student FTE	\$ 10,050.72
<i>SmartCatalog Syllabus Management</i>	6723	Student FTE	\$ 6,253.78
Total Year 6 (7/1/2025 - 6/30/2026)			\$16,304.50

**A Standard Uplift is included*

Master Subscription Agreement. Use of Watermark Software and Services is subject to the terms and conditions of the Master Subscription Agreement, which is hereby attached and incorporated by reference. This Agreement is entered into as of the date on which the Order Form is fully executed by the Parties (the “Effective Date”).

Professional Services. Organization’s purchase of Implementation Services shall expire six (6) months from the date of execution of the Order Form. Organization’s purchase of Professional Services, other than Implementation Services, shall expire twelve (12) months from the date of execution of the Order Form.

Payment Terms. Should for any reason Organization fail to pay the Fees due, a service charge of 1.0% per month (12% annually) or such lesser amount allowed by applicable law shall be imposed to the extent allowed by law on the past due amount until paid.

Taxes. Unless otherwise stated, Watermark’s Fees do not include any local, state, federal or foreign taxes, levies or duties of any nature (“Taxes”). The Organization is responsible for paying all Taxes, excluding Taxes based on Watermark’s income. If Watermark has the legal obligation to pay or collect Taxes for which the Organization is responsible, the appropriate amount will be invoiced to and paid by Organization unless Organization provides Watermark with a valid tax exemption certificate or resale certificate authorized by the applicable taxing authority.

PURCHASE ORDER INFORMATION	TAX INFORMATION
----------------------------	-----------------

<p>Is a Purchase Order required for the purchase or payment of the products on this order form?</p> <p>Check here if YES:</p> <p>If yes, please enter PO Number:</p>	<p>Check here if your company is tax exempt:</p> <p><i>Please email any/all exemption certifications to ar@watermarkinsights.com.</i></p>
--	---

By executing this Order Form, each Party agrees to be legally bound by this Order Form and the applicable terms and conditions.

Triton College

WATERMARK INSIGHTS, LLC

By: _____
Mark R. Stephens

Title: Board Chairman

Date:

By:

Title:

Date:

MASTER SUBSCRIPTION AGREEMENT (MSA)

BY AGREEING TO A DOCUMENT INCORPORATING THIS MASTER SUBSCRIPTION AGREEMENT (MSA), WATERMARK AND ORGANIZATION AGREE THAT THESE TERMS SHALL GOVERN THE RELATIONSHIP BETWEEN THE PARTIES AS TO ANY SERVICES PROVIDED OR TO BE PROVIDED TO ORGANIZATION AS SET FORTH IN SUCH ORDER FORM. AS TO ANY PARTICULAR ORDER FORM, THE ORDER FORM AND THESE TERMS TOGETHER CONSTITUTE THE AGREEMENT OF THE PARTIES AND ARE REFERRED TO COLLECTIVELY HEREIN AS THE "AGREEMENT." IN THE EVENT OF ANY CONFLICT BETWEEN THE ORDER FORM AND THESE TERMS, THESE TERMS SHALL PREVAIL UNLESS THE ORDER FORM EXPRESSLY PROVIDES IT IS MODIFYING THESE TERMS WITH RESPECT TO SUCH AGREEMENT.

1. The Service

1.1 Introduction. Watermark owns the rights in and to an educational tools website, the URL address of which is www.watermarkinsights.com, and related technology as described in the Order Form, and Watermark has agreed to provide: (i) access to certain of such technologies to Organization ("Subscription Service"); and (ii) if applicable, Professional Services, including Implementation ("Professional Service"), as indicated in the Order Form, and which may be updated by the parties from time to time to add or remove additional Subscription or Professional Services (collectively, "the Service"). Organization wishes to enter into this Agreement with Watermark to enable its employees, and, as applicable, its administrators, faculty and students ("End Users") to make use of the Service.

1.2 Subscription. Subject to and conditioned on Organization's payment of the fees for Subscription Services and compliance with all other terms and conditions of this Agreement, Watermark grants to Organization a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Subscription Service solely for the purpose of enabling access and use of the Service by its End Users during the Term of this Agreement, and in accordance with the Order Form.

1.3 Customer Restrictions and Responsibilities. Organization is solely responsible for (i) the content of Organization Data; and (ii) its use of the Services, including by and between its End Users. Each End User's access to the Subscription Service is conditioned upon the End User's acceptance of the Terms of Service ("ToS"); provided that Watermark agrees that Organization and its employees shall be bound by the terms and conditions of this Agreement and therefore Watermark waives compliance by Organization and its employees with any conflicting provisions of the ToS. Watermark shall make the accounts available to Organization, and Organization shall be responsible for providing the access codes to its End Users and informing them that they may register for the Subscription Service. Organization shall be responsible for maintaining the confidentiality of the access codes.

Organization shall not, directly or indirectly: (a) attempt to gain access to Watermark's software code for any purpose, including without limitation, to modify, disassemble, de-compile, reverse engineer, or otherwise attempt to determine the source code or protocols from the object code of the Service or knowingly permit or encourage any third party to do so; (b) use the Service in any manner to provide service bureau, time-sharing or other computer services to third parties; (c) use the Service in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with the Service; (d) remove or modify any proprietary marking or restrictive legends placed on the Subscription Service; or (e) use the Service, or allow the transfer, transmission, export, or re-export of the Service or portion thereof in violation of any applicable law, including, without limitation, export control laws or regulations administered by a government agency of competent jurisdiction. Organization shall: (a) provide access to Organization's premises and such other facilities as may reasonably be required for purposes of performing the Service; (b) respond promptly to any Watermark request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Watermark to perform Services in accordance with the requirements of any Order Form; and (c) provide such information as Watermark may reasonably request, in order to carry out the Services, in a timely matter, and ensure that it is complete and accurate in all respects. If Watermark's performance of its obligations under the Agreement is prevented or delayed by any act or omission of Organization or its agents, subcontractors, consultants or employees, Watermark shall not be deemed in breach of its obligations under this Agreement or any Order Form or otherwise liable for any costs, charges or losses sustained or incurred by Organization, in each case, to the extent arising directly or indirectly from such prevention or delay.

1.4 Watermark Responsibilities. In the event that End Users will be paying for their accounts directly, Watermark shall inform Organization when Organization may advise its End Users to begin purchasing accounts and self-registering on the Subscription Service. Watermark shall: (a) provide support as specified in any Order Form; and (b) perform the Service using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

1.5 Service Availability. Watermark shall endeavor to ensure that the Subscription Service is available, except for scheduled downtime for maintenance or in the event of a force majeure event (as defined in Section 9). Except as otherwise provided in this Agreement, in the event of unexpected downtime, Watermark's sole obligation will be to use commercially reasonable efforts to resolve the issue as soon as reasonably practicable under the circumstances. Notwithstanding anything to the contrary in this Agreement, Watermark may temporarily suspend Organization's and any End User's access to any portion or all of the Subscription Service if: (i) Watermark reasonably determines that (A) there is a threat or attack on any of Watermark's IP; (B) Organization's or any End User's use of Watermark's IP disrupts or poses a security risk to Watermark's IP or to any other customer or vendor of Watermark; (C) Organization, or any End User, is using Watermark's IP for fraudulent or illegal activities; (D) subject to applicable law, Organization has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Watermark's provision of the Subscription Service to Organization or any End User is enjoined or otherwise prohibited by applicable law, or threatened to be enjoined or prohibited; or (ii) any vendor of Watermark has suspended or terminated Watermark's access to or use of any third-party or products required to enable Organization to access the Subscription Service; (any such suspension described in subclause (i), or (ii), a "Service Suspension"). Watermark shall use commercially reasonable efforts to provide written notice of any Service Suspension to Organization and to provide updates regarding resumption of access to the Subscription Service following any Service Suspension. Watermark shall use commercially reasonable efforts to resume providing access to the Subscription Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured.

1.6 Additional Terms for Professional Services. If either party wishes to change the scope or performance of any applicable Professional Services, it shall submit details of the requested change to the other party in writing. Watermark shall, within a reasonable time after receiving an Organization-initiated request, or at the same time that it sends a Watermark-initiated request, provide a written estimate to Organization of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges arising from the change; (iii) the likely effect of the change on the Professional Services; and (iv) any

other impact the change might have on the performance of the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). In addition to any other responsibilities or duties described in this Agreement, the following is a list of obligations for which Organization is responsible, conditions on Watermark's performance, and assumptions upon which Watermark has relied in agreeing to perform the Professional Services (if any Organization obligations are unfulfilled or inaccurate, Change Orders and increased fees may be required in order to proceed): (i) Organization holds primary responsibility for data quality of sufficient standards in order to meet Organization goals; (ii) Organization will provide all data, systems and connectivity necessary for Watermark to perform its obligations; (iii) Organization will provide a resource(s) that is knowledgeable of their data, data mapping and data flow; (iv) all data is assumed to be in a usable state which does not require additional aggregations or manipulations within Watermark; and (v) Organization will not require any additional security, policy or onboarding requirements of Watermark personnel in order to kick off or continue performance of the Services. Organization's purchase of Implementation Services shall expire six (6) months from the date of execution of the applicable Order Form, unless within thirty (30) days prior to the expiration date Organization requests an extension by written request. "Cohort Implementation" shall mean implementation for Subscription Service upgrades with waived fees in conjunction with Organization participation in a Watermark cohort. Should customer subsequently decline to participate in a Watermark cohort, the Implementation fee shall no longer be waived and will be invoiced to Organization. Organization's purchase of Professional Services, other than Implementation Services, shall expire twelve (12) months from the date of execution of the applicable Order Form. Neither party shall be bound by any Change Order unless mutually agreed upon in writing. Notwithstanding this provision, Watermark may, from time to time change the Professional Services without the consent of Organization provided that such changes do not materially affect the nature or scope of the Professional Services, or the fees or performance duties set forth in the Agreement.

1.7 End User Polls. Watermark may, from time to time (but no more than quarterly), conduct optional polls of End Users to ascertain and measure the use and enjoyment of the Service by End Users. All right, title and interest in poll inquiries and responses will belong to Watermark.

1.8 Compliance. Each party shall comply with all applicable laws and regulations with respect to its activities under this Agreement, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Watermark shall implement reasonable administrative, technical and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure Organization Data. Each party agrees to comply with the Data Protection Addendum ("DPA"), posted on <https://uploadsbiz.watermarkinsights.com/2017/03/05065735/Watermark-DPA.pdf>, as updated from time to time.

1.9 Subcontractors and Sub-Vendors. Watermark may use subcontractors or other third parties in carrying out obligations under this Agreement. Watermark remains responsible to Organization for the performance of the Services that are subcontracted under this Agreement. Organization's purchase of EDA Service(s) constitutes Organization's approval of and consent to Watermark's use of Educational Dispositional Assessment Consultants, LLC as a sub-vendor under this Agreement to provide the EDA Service(s), including without limitation as necessary, the processing and transfer of Organization Data. Organization's purchase of Text Analytics or Content Analysis for EvaluationKIT constitutes Organization's approval of and consent to Watermark's use of Lexalytics, Inc. as a sub-vendor under this Agreement to provide the Text Analytics Service, including without limitation as necessary, the processing and transfer of Organization Data. As between Watermark and Organization, Watermark grants Organization the right to view and use the Text Analytics derived data product ("Derived Data Product"), and Watermark retains all other rights in the Text Analytics Derived Data Product.

2. Intellectual Property; Ownership

2.1 Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Watermark may monitor Organization's use of the Subscription Service and collect and compile Aggregated Statistics. As between Watermark and Organization, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Watermark. Organization acknowledges that Watermark may compile Aggregated Statistics based on Organization Data input into the Subscription Services. Organization agrees that Watermark may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Organization, End Users or Organization's Confidential Information. "Aggregated Statistics" means data and information related to Organization's use of the Subscription Service that is used by Watermark in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Subscription Service. "Organization Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Organization or an End User through the Subscription Service. Subject to the provisions of this Agreement, Organization Data will be treated in accordance with the Privacy Policy.

2.2 Watermark IP. Watermark retains ownership of the Subscription Service, including its technological components, and developments and derivatives thereof, including all intellectual property rights therein. To the extent of the proprietary information of Watermark contained in the Subscription Service, Organization agrees to protect the Subscription Service using the same standard of care it uses to protect its similar information but not less than a reasonable person standard of care.

2.3 Organization Data. Watermark acknowledges that, as between Watermark and Organization, to the extent of Organization's rights in and to Organization Data, Organization owns all right, title, and interest, including all intellectual property rights, in and to Organization Data. Watermark and its service providers and its affiliates may use Organization Data to provide and improve the Services in accordance with this Agreement. Watermark may delete any inappropriate Organization Data posted on the Subscription Service, and reserves the right (but not the obligation) to take any action which Watermark deems appropriate in its sole discretion with respect to any Organization Data posted on the Subscription Service; provided that Watermark shall use reasonable efforts to consult with Organization in advance as practicable. Organization hereby authorizes Watermark to use the name of Organization within a list of other users of the Subscription Service in any media, solely to identify the Organization as a user of the Subscription Service and without any indication of sponsorship or affiliation. Watermark shall not use the Organization's name publicly in any other manner without the prior permission of the Organization.

2.4 Feedback. If Organization or any of its employees or contractors and/or agents or other End Users sends or transmits any communications or materials to Watermark suggesting or recommending changes to Watermark's IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Watermark is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Organization hereby assigns to Watermark on Organization's behalf, and on behalf of its employees, contractors and/or agents or other End Users, all right, title, and interest in, and Watermark is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Watermark is not required to use any Feedback.

3. Indemnification

3.1 Organization Indemnification. Organization shall, at its sole cost and expense, indemnify, defend and hold harmless Watermark and its affiliates, and their respective employees, officers, directors, shareholders, agents, insurers or third party providers, from and against all actual or threatened claims by third parties (including its End Users) and pay all costs, including reasonable attorneys' fees, and damages resulting from such claims arising out of: (i) any breach of this Agreement by Organization, including, without limitation, any unauthorized use or disclosure of the Service, (ii) if applicable, any breach of the ToS by an End User, (iii) violation of any law or regulation by Organization or its End Users, or (iv) the knowing infringement, misappropriation or violation by Organization, its End Users or Organization Data of any patent, copyright, trademark, trade secret or other proprietary or privacy right of a third party.

3.2 Watermark Indemnification. Watermark shall, at its sole cost and expense, indemnify, defend and hold harmless Organization and its employees, officers, directors, Board of Trustees and agents from and against all claims by third parties and pay all costs, including reasonable attorneys' fees, and damages resulting from such claims to the extent arising out of the infringement, misappropriation or violation of the Subscription Service of any United States patent, copyright, trademark or trade secret, and excluding any claims and damages covered by the indemnification by Organization under Section 3.1. In any such event, Organization shall promptly give written notice of the claim to Watermark and give Watermark the opportunity to assume sole control of the defense and settlement of the claim. If the Service or a portion thereof becomes, or in Watermark's opinion is likely to become, the subject of an infringement claim, Watermark may, at its option and expense, either (a) procure the right to continue using the Subscription Service or portion thereof, or (b) replace or modify the Subscription Service or portion thereof so that it becomes non-infringing. Notwithstanding the foregoing, Watermark will have no obligation under this Section or otherwise with respect to any infringement claim based upon (i) any use of the Subscription Service by Organization in breach of this Agreement, or (ii) any use of the Subscription Service that is not an intended use of the Subscription Service.

4. Confidentiality

The term "Confidential Information" shall mean any and all information which is disclosed by either party to the other verbally, electronically, visually, or in a written or other tangible form which is either identified by the disclosing party ("Discloser") as confidential or proprietary or should be reasonably understood to be confidential or proprietary, based on the circumstances of disclosure or content of the information; provided that Confidential Information shall not include any information which: (a) was in the possession of, or was rightfully known by the receiving party ("Recipient") without an obligation to Discloser or others to maintain its confidentiality prior to receipt from Discloser; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality to Discloser; or (d) is independently developed by Recipient without access to or reliance upon the Confidential Information. Recipient shall protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Recipient shall not use Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than fulfilling its obligations and exercising its rights hereunder, or otherwise in any manner to Discloser's detriment, including without limitation, to reverse engineer, disassemble, decompile, copy, export or design around Discloser's proprietary services, products, and/or confidential intellectual property. Recipient shall keep Confidential Information in strict confidence and shall not disclose it to any third party except such party's officers, directors, employees, advisors, attorneys, accountants, agents or other representatives having a need to know such information in connection with this Agreement and who have been advised of Recipient's obligations under this Agreement. Recipient shall be fully responsible for any breach of the terms of this Agreement by any of its representatives.

5. Warranties; Disclaimer

5.1 Warranty. Each party represents and warrants that: (a) it has the authority and capacity to enter into this Agreement, and to carry out and perform its obligations as set forth herein; and (b) this Agreement is a valid and binding obligation of that party enforceable in accordance with its terms. Organization represents and warrants that it has reviewed Watermark's Privacy Policy, which can be viewed at <https://www.watermarkinsights.com/privacy-policy/> (as may be amended from time to time, the "Privacy Policy"), and by agreeing to this Agreement has accepted the terms thereof.

5.2 Disclaimer. Except as expressly provided in this Agreement: (a) use of the Service is at the sole risk of Organization and End Users; and (b) Watermark makes no express or implied warranty that the Service will be uninterrupted or error free, nor does it make any warranty as to the results that may be obtained from use of the Service, or as to the accuracy, reliability, completeness, or content of any information or Organization Data, software or merchandise that may be provided through the Service. No statement, information or advice, including, but not limited to statements regarding capacity, suitability for use or performance, whether made by a Watermark employee, reseller or other representative or otherwise, which is not contained in this Agreement shall be deemed to be a warranty by Watermark for any purpose or give rise to any liability of Watermark whatsoever, and Organization agrees that it will not rely on any such statement, information or advice.

5.3 No Editorial Control. Organization acknowledges that Watermark exercises no editorial control over Organization Data posted by users of the Subscription Service. The views and opinions expressed in such information do not necessarily reflect those of Watermark or its content providers or licensors. Neither Watermark nor its content providers or licensors make any warranties or representations regarding the accuracy, adequacy, truthfulness, completeness, or usefulness of such information.

5.4 Third Party Websites. Any links provided from the Subscription Service are to websites not under control of Watermark, and Watermark in no way endorses or shall have any liability arising from such sites or the products or services offered therein. Watermark does not endorse any such linked websites.

5.5 DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SERVICE, SUPPORT, TRAINING AND ALL INFORMATION, MATERIALS AND SOFTWARE ACCESSIBLE THROUGH THE SERVICE ARE PROVIDED ON AN "AS-IS," "AS-AVAILABLE" BASIS. THERE IS NO EXPRESS OR IMPLIED WARRANTY MADE AGAINST INTERFERENCE WITH THE ENJOYMENT OF ACCESS TO THE SERVICE OR THE INFORMATION CONTAINED THEREIN. WATERMARK HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, USAGE, FITNESS FOR ANY PARTICULAR PURPOSE.

6. Limitation of Liability

6.1 LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO THEORY OF LIABILITY (INCLUDING NEGLIGENCE, CONTRACT, TORT, BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE) SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR END USERS OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES THAT ARISE FROM LOSS OF ANTICIPATED REVENUE, LOSS OF INFORMATION OR MATERIAL OF ANY KIND, LOST PROFITS, LOSS OF BUSINESS AND INJURY TO PROPERTY OR PERSON), EVEN IF THE FIRST PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING IN CONNECTION WITH OR RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO RELIANCE ON ANY MATERIALS, CONTENT, INFORMATION, SERVICES, SOFTWARE OR PRODUCTS OBTAINED ON THE SERVICE, OR MISTAKES, OMISSIONS, INTERRUPTIONS, COMMUNICATION FAILURES, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY

FAILURE OF PERFORMANCE, OR THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO RECORDS, PROGRAMS OR WEB SITES. ORGANIZATION ACKNOWLEDGES THAT WATERMARK IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES OR CONTENT MADE AVAILABLE THROUGH THE SERVICE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND IN SUCH STATES WATERMARK'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

6.2 Maximum Liability. If, notwithstanding the foregoing, either party is held liable for damages, then regardless of the theory of liability (including negligence, contract, tort, breach of warranty, strict liability or otherwise), in no event shall the maximum liability of such party or its affiliates, and respective directors, officers, shareholders, employees, agents, insurers or third party providers exceed the aggregate dollar amount paid by Organization for subscriptions to Watermark in the twenty four (24) month period preceding the date of the claimed breach, injury or damage. THIS SECTION LIMITS AND ALLOCATES THE RISK AND ORGANIZATION ACKNOWLEDGES THAT THE PRICING PROVIDED UNDER THIS AGREEMENT REFLECTS THIS LIMITATION AND ALLOCATION OF LIABILITY.

6.3 Insurance Coverage. The limitations of liability in this Section 6 shall not limit the Organization's ability to receive any amounts that the Organization may obtain through Organization's status as an additional insured under appropriate Watermark insurance policies, the details of which have been provided to Organization and shall remain in effect during the Term hereof.

7. Payment of Fees

Organization shall pay Watermark the applicable fees as set forth on the Order Form(s). Except as otherwise specified herein, fees are based on Services purchased and not actual usage, payment obligations are non-cancelable, payment terms are quoted from the date of invoice and fees paid are non-refundable.

8. Term and Termination

8.1 Term. The term of the Agreement commences on and continues from the Effective Date of the initial Order Form executed by Organization and Watermark. Completion of any specific Services or termination of any specific Order Form will not terminate the Agreement, it being the intent of the parties to leave this Agreement in effect for any future Order Form between the parties. ("Term"). Subscription Services commence on the date and are for the period set forth in the applicable Order Form.

8.2 Termination for Breach; Dispute Resolution. Either party may terminate this Agreement by written notice in the event of material breach by the other party, should such breach remain uncured for thirty (30) days after the receipt of notice describing such breach in reasonable detail (or if not subject to cure, immediately upon written notice). If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties shall consult and negotiate with each other in good faith for a period of no less than 30 days to reach a solution prior to terminating this Agreement.

8.3 Effects of Termination. Upon termination of this Agreement for any reason: (a) all subscriptions granted to Organization hereunder shall immediately terminate, (b) Organization shall immediately cease (and cause End Users to cease) using the Service and associated materials, and Watermark may disable Access Codes and remove access of Organization and End Users to the Service, and (c) in the event that such termination was by Organization under Section 8.2 ("Termination for Breach"), then Watermark shall refund to Organization any prepaid Fees on a pro-rata basis reflecting the unused remainder of the term. Any such termination shall not relieve either party from any obligations hereunder accrued at or prior to the effective date of termination or waive any right of the non-breaching Party hereunder or at law or in equity.

9. Suspension of Service

Watermark may monitor the Service for a violation of this Agreement or any applicable law or third party rights and may suspend access to the Subscription Service for the duration of any such violation. Watermark will use commercially reasonable efforts to provide notice to Organization in advance of any suspension to the extent practicable under the circumstances. In the event that Organization is thirty (30) days or more overdue in payment of fees to Watermark (except with respect to fees then under reasonable and good faith dispute), Watermark reserves the right to suspend the Services until Organization is paid in full. Organization agrees that Watermark will not be liable to Organization or End Users if Watermark exercises its suspension rights as permitted by this Section.

10. Force Majeure

If any party to this Agreement is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement (other than Organization's obligation to make payment), that party shall give to the other party prompt written notice of the force majeure event; thereupon the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable, provided that resolution of a force majeure event shall be at the sole discretion of the affected party. The term "force majeure" as herein contemplated, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, plague, pandemic, lightning, fire, storm, flood, earthquake, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, service or supplies and any other cause, whether of a kind specifically enumerated above or otherwise which is not reasonably within the control of the party claiming suspension.

11. Survival

Any right or obligation hereunder which creates a right of action or which by its terms continues beyond the expiration or termination of this Agreement shall survive any termination or expiration of this Agreement.

12. Miscellaneous

Neither party is, nor shall be deemed to be, an employee, agent, co-venturer or legal representative of the other party for any purpose. The parties are independent contractors. Neither this Agreement nor any interest hereunder shall be transferable or assignable by Organization without the prior written consent of Watermark; provided, however, that Organization may assign this Agreement without consent to an affiliate or to any successor-in-interest in connection with the merger or the sale of all or substantially all of its capital stock or assets to which this Agreement relates. Subject to the foregoing, the rights and obligations hereunder shall be binding on each party and their respective successors and assigns. Whenever possible, each provision of the Agreement shall be interpreted in such manner as to be effective, valid and enforceable under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity or unenforceability, without invalidating, or rendering unenforceable, the remainder of the Agreement. This Agreement (including the Order Form(s), applicable ToS signed by End Users, the Privacy Policy, and the DPA) contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein, and supersedes any prior agreements on this subject matter between the parties with respect to the subject matter hereof. Except as otherwise provided herein, this Agreement may not be modified or amended except in a writing signed in ink by the authorized agents of the Parties or accepted electronically by the parties. Consistent with the foregoing, in the event that Organization submits a purchase order or any other written instructions that contain any terms or conditions, such order or other instructions shall be considered as a confirmation only and the terms and conditions shall in no way amend, prevail over, supplement or supersede any term or condition hereof. No provision of the Agreement shall be waived

by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party. No waiver shall constitute a consent to or waiver of any other breach of the same obligation or a breach of any other obligation contained herein. All notices to be given hereunder shall be in writing (email sufficing), and shall be effective when received by the parties at the address indicated on the Order Form. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State in which Organization is located, if Organization is located in the United States, or the State of New York, if Organization is located outside of the United States, without regard to conflicts of laws and principles thereto. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original of this Agreement and all of which taken together shall constitute one agreement. Delivery of an executed counterpart by facsimile transmission, electronic mail in "Portable Document Format" (.pdf) form, or any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signatures. Each party certifies that it complies with non-discrimination, sexual harassment, and drug free workplace obligations of applicable federal, state and local law. Organization's agent executes this Agreement in an official capacity only and no personal liability shall be created by execution of this Agreement.

Version: November 30, 2020

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

Meeting of January 26, 2021

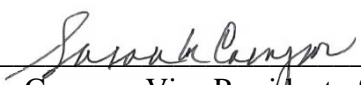
ACTION EXHIBIT NO. 16540

SUBJECT: CHANGE OF COURSE FEES FOR INCLUSIVE ACCESS COURSES

RECOMMENDATION: That the Board of Trustees approve the inclusion of the cost of digital course materials in the fees of select courses (See Attached List) included in the McGraw Hill and Pearson Education “Inclusive Access” program. Students pay the respective fees to Triton College when they pay their tuition while the full fee is remitted in advance by Triton College to Follett. Students are not charged for course materials if they drop the course during the “full refund” period. The cost to Triton College would include any expense of collecting the fee, including but not limited to any loss realized from students who do not pay the College their tuition and fees.

RATIONALE: By including the cost of the instructional materials into the overall course fee, the “Inclusive Access” program provides student with access to the required instructional materials as early as one week prior to the first day of class. The expectation is a greater rate of student completion and increased retention. Triton College earns a 7% commission from Follett on all course materials in this program.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

INCLUSIVE ACCESS AGREEMENT
(Institutional Customers with Designated Leased Operators)

Parties: This Agreement (“*Agreement*”) is made as of January 26, 2021 (the “*Effective Date*”) between:

Customer (Institution)	Pearson
Triton College	Pearson Education, Inc.
2000 5 th Ave	221 River Street
River Grove, IL 60171	Hoboken, NJ 07030
Click or tap here to enter text.	

Customer’s Leased Operator
Follett Corporation

A. Definitions: Definitions used in this Agreement are set forth on the attached Schedule A.

B. Purchase Period: Pearson offers Customer the right to purchase Pearson Products at the Inclusive Access Prices set forth in Section C below, unless otherwise agreed to in writing by Pearson and Customer. Such offer shall commence on January 26, 2021 and continue until November 20, 2021 (“*Purchase Period*”). Upon the expiration of the term, the Agreement shall be eligible for one-year successive auto-renewal purchase periods. Both Parties reserve the right to terminate this agreement by providing ninety (90) days’ advance written notice to terminate. Any termination of this Agreement without cause shall not relieve any Party’s obligations under an executed Ordering Document until the conclusion of the then current term of the Agreement. Pearson Products purchased under this Agreement shall be used solely by Authorized Users, pursuant to the terms and conditions of this Agreement.

Unless otherwise agreed to by Pearson in writing, upon the expiration of the Purchase Period, Pearson Products may no longer be purchased at the Inclusive Access Prices set forth in Section C below under this Agreement. In the event of a change in Inclusive Access Prices, Customer shall be provided advance notice and an opportunity to terminate at the end of the current term, even if less than 90 days remain in the Agreement term.

C. Pricing: The Inclusive Access Prices offered hereunder are conditioned upon Customer achieving the Minimum Usage Rates during the academic years set forth in Section D below. If such Minimum Usage Rates are not met for the applicable academic year (or remaining academic year, as applicable), the Non-Discounted Prices set forth below shall apply to purchases of Pearson Products during the following academic year. Once the Minimum Usage Rate set forth below during such following or subsequent academic year is met, the Inclusive Access Prices offered hereunder shall resume for such academic year, provided it remains within the Purchase Period.

Pearson reserves the right to annually adjust the Inclusive Access Prices (and related Maximum Resale Prices) under this Agreement, effective at the start of Customer’s next fall academic semester. Pearson agrees to communicate any such upcoming adjusted Inclusive Access Prices (and related Maximum Resale Prices) to Customer during the prior spring academic semester with adequate time for termination without penalty or additional payment. Any adjustments will not increase more than an aggregate of four percent (4%) annually.

Inclusive Access Prices per Enrollment:

- eBooks (delivered via an authorized Fulfillment Provider):
 - The then-current Inclusive Access Price as set forth in Pearson’s Inclusive Access Catalog.
- Digital Packages:
 - Twenty-five percent (25%) off the then-current Online Purchase Price for the corresponding nationally available Digital Learning Application with incorporated eText. For one semester courses, if available,

the corresponding nationally available 18-week price shall be applied. For multi-semester courses or sequence courses, if available, the corresponding nationally available 24-month price shall be applied.

- Digital Learning Applications:
 - Twenty-five percent (25%) off the then-current Online Purchase Price for the corresponding nationally available product.
- Sequenced Courses using the same Digital Package or Digital Learning Application:
 - For courses that use the same material for more than one term, or sequence courses, the total Inclusive Access prices shall be twenty-five (25%) off the then-current Online Purchase Price for the corresponding nationally available Digital Learning Application with incorporated eText. For multi-semester courses or sequence courses, if available, the corresponding nationally available 24-month price shall be applied.
 - For two term courses the total Inclusive Access Price shall be divided fifty percent (50%) in the first term and fifty percent (50%) in the second term. For three term courses the Inclusive Access Price shall be divided fifty percent (50%) in the first term, twenty-five percent (25%) in the second term and twenty five percent (25%) in the third term.

Non-Discounted Prices per Enrollment:

- eBooks and Digital Learning Applications: The then-current Online Purchase Price for the corresponding nationally available product.
- Digital Packages: The then-current Online Purchase Price for the corresponding nationally available Digital Learning Application with incorporated eText.

Customized Products: Any customizations of a Pearson Product shall be priced as mutually agreed to by the Parties and shall be set forth in an Addendum to this Agreement executed by the Parties.

eBook Fulfillment Service Fees: The pricing offered under this Agreement is conditioned upon Customer's Leased Operator paying all eBook Fulfillment Service fees for Pearson Products purchased under this Agreement.

D. Minimum Usage Rates During the Purchase Period:

- **Based on Minimum Sell-Thru Rate:** The Minimum Sell-Thru Rate for each Pearson Product purchased under this Agreement during each academic year is ninety percent (90%) unless otherwise agreed to in writing by the Parties.

The Courses in which the Pearson Products purchased under this Agreement will be used are listed in the attached Schedule B. Additional Courses in which the Pearson Products purchased under this Agreement may be used may be added upon mutual written agreement of the Parties from time to time during the Purchase Period, provided that Customer continues to meet its Minimum Usage Rates.

E. Maximum Resale Price: The applicable margin for Pearson Products shall be the margin agreed to by Pearson and Customer's Leased Operator, otherwise, the following provision shall apply:

- The applicable margin for Pearson Products shall be a twenty percent (20%) margin above the price paid to Pearson for such Pearson Products if Customer or its Leased Operator pays all costs in connection with the eBook Fulfillment Services for such Pearson Products, and a fifteen percent (15%) margin above the price paid to Pearson for such Pearson Products if Pearson provides such eBook Fulfillment Services. Should Customer resell access to (or charge a materials fee for) a Pearson Product offered hereunder to an Authorized Student User above the Maximum Resale Price, Pearson shall have the right to terminate this Agreement immediately, without liability to Customer.

F. Reporting of Usage; Payment: Customer's Leased Operator will provide the Usage and Pricing Report and make payment to Pearson as agreed to by Pearson and Customer's Leased Operator, otherwise, the following provisions shall apply:

- **Reporting of Usage:** Within ten (10) business days after the add/drop date of each Course, Customer's Leased Operator will deliver the Usage and Pricing Report to Pearson. The Usage and Pricing Report will include for each Course: the name, ID, and the beginning and end dates of the Course; and the number of students registered for the Course after the add/drop date together with the number of students who are Authorized Student Users (with a unique identification code for each Authorized Student User, which does

not identify any personal information about such Authorized Student User) in such Course. The Usage and Pricing Report will also include, for each Pearson Product utilized in the Course, the resale price (or materials fee) charged to Authorized Student Users for access to such Pearson Product. The Usage and Pricing Report will be delivered via email to Pearson's dedicated Executive Director Strategic Partnerships, with a copy to custom.invoices@pearson.com. Pearson will work with Customer's Leased Operator to validate the accuracy of the Usage and Pricing Report against any internal or third party usage reports.

- **Payment:** Pearson will invoice Customer for the Inclusive Access Price (or Non-Discounted Price, if applicable) of each Pearson Product utilized in a Course multiplied by the Enrollment in such Course in each academic semester, as validated by Pearson. All amounts due Pearson are payable within forty-five (45) days of invoice date. Prices are exclusive of all sales and use taxes applicable to the transactions covered by this Agreement. If Customer claims tax-exempt status, Customer will provide Pearson with evidence of such tax exemption upon request and no taxes shall be included on invoices. All payments must be made in U.S. Dollars. Customer shall be responsible for any taxes in connection with its resale and/or distribution of the Pearson Products.

G. Print Upgrade Purchases for eTexts with Print Upgrades available directly from Pearson:

- **Eligible Titles; Limitations:** Provided that a Print Upgrade is produced by Pearson for a Pearson Title, and such Pearson Title is not a "Print Rental Only" title available through Pearson's Print Rental Program, or a "Digital Only" Revel product, Customer may purchase, for use in Courses, Print Upgrades at the prices set forth below. Pearson shall have the right to limit the number of Print Upgrades ordered to no more than fifteen percent (15%) of the total number of Enrollments in the Course utilizing such Pearson Product.
- **Pricing:** Unless otherwise agreed to in writing by authorized agents of the the Parties prior to any Print Upgrade orders being submitted to Pearson, Customer will be invoiced twenty dollars (\$20) per unit, plus shipping costs, for a Print Upgrade of an eText incorporated into a MyLab or Mastering product, and seventeen dollars (\$17) per unit, plus shipping costs, for a Print Upgrade of an eText incorporated into a Revel product. Pearson reserves the right, no more than once annually, to adjust Print Upgrade pricing which shall be communicated to Customer during the prior spring academic semester and take effect the following fall academic semester. Prices are exclusive of all sales and use taxes applicable to all transactions covered by this Agreement.
- **Restrictions on Distribution and Sales:** The right to purchase and distribute Print Upgrades is subject to the following conditions: (i) the distribution and sale of Print Upgrades are limited to one Print Upgrade per Authorized Student User enrolled in a Course in which the corresponding eText is incorporated into a Digital Learning Application adopted for such Course; (ii) Print Upgrades may only be resold (or charged as a materials fee) to Authorized Student Users at a resale price (or materials fee) that incorporates no more than a twenty-five percent (25%) margin above the price paid for such Print Upgrade; (iii) Authorized Student Users wishing to purchase Print Upgrades shall be required to present verification of their enrollment in a Course in which the corresponding eText is incorporated into a Digital Learning Application adopted for such Course; (iv) upon Pearson's request, Customer will provide Pearson with sufficient documentation to evidence compliance with the foregoing restrictions; and (v) Pearson's standard return policies for printed textbooks shall apply to the return of Print Upgrades.

H. Additional Terms and Conditions. Additional terms and conditions applicable to this Agreement and the use of the Pearson Products can be found at <https://www.pearson.com/us/additional-terms.html> and are hereby expressly incorporated herein. The additional terms and conditions are amended as detailed in Schedule C.

I. Acceptance & Authority: By signing below, each Party accepts this Agreement and represents that the individual executing this Agreement, on behalf of the Party, has been authorized by all necessary actions (corporate or otherwise) to bind that Party in their official capacity only. The individual executing the Agreement shall have no personal liability under this Agreement.

J. Indemnification Each party agrees to hold harmless and indemnify the other, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and

liabilities imposed upon or incurred by or asserted against the party, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of the other party, its officers, agents or employees, under this Agreement.

Customer, 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.

K. Taxes Each party assumes full responsibility for the payment of all federal, state and local taxes incurred by that party as a result of this Agreement.

L. Jurisdiction This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois regardless of any conflict of laws provision. All disputes arising out of this Agreement, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois.

M. Miscellaneous

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

Neither party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer and maintains a written sexual harassment policy and a Drug Free Workplace in conformance with applicable law.

Customer:

Pearson Education, Inc.

Signature
Click or tap here to enter text.

Printed Name
Click or tap here to enter text.

Title
Click or tap here to enter text.

Date of Signature
Click or tap here to enter text.

Customer ID

Signature
Click or tap here to enter text.

Printed Name
Click or tap here to enter text.

Title
Click or tap here to enter text.

Date of Signature

SCHEDULE A DEFINITIONS

“*Authorized Student User*” means a single student Enrolled in a Course, unless the student has withdrawn from the Course, or chosen not to access the Pearson Product adopted for such Course, in each case prior to the end of Customer’s published add/drop period for such Course.

“*Authorized User*” means an Authorized Student User or faculty member, administrator, or agent of Customer who is authorized by Customer to access a Pearson Product for classroom or administrative purposes.

“*Course*” means a course (all sections of a course or a specific section of a course) offered by Customer through any of its operating schools or campuses, during one academic semester, and for which a Pearson Product has been adopted for use by Authorized Student Users.

“*Digital Learning Application*” means a Pearson MyLab, Mastering or Revel product, which may incorporate an eText.

“*Digital Package*” means a single ISBN consisting of an eBook and a Digital Learning Application.

“*eBook*” means a standalone, digital version of a Pearson Title fulfilled by an authorized Fulfillment Provider.

“*eBook Fulfillment Services*” means providing, via an online hosting and delivery platform, an Authorized User the means of gaining access to both standalone eBooks and eBooks included in Digital Packages (whether by or through permanent or time-limited download or web access, as applicable), and managing authorized subscription periods (as applicable) and applicable access and usage restrictions, all as specified by Pearson.

“*Enrollment*” or “*Enrolled*” means one Authorized Student User registered in one Course during one academic semester.

“*eText*” means a digital version of a Pearson Title incorporated into a Digital Learning Application.

“*Fulfillment Provider*” means the third party, approved by Pearson, that provides eBook Fulfillment Services.

“*Inclusive Access*” means Pearson’s Inclusive Access Program.

“*Inclusive Access Price*” means the price per Enrollment set forth in Section C, payable to Pearson, for the use of a Pearson Product. The applicable Inclusive Access Price shall be the price applicable at the time the Pearson Product is purchased.

“*Leased Operator*” means the third party named in the Agreement, who has been authorized by Customer, and approved by Pearson, to perform certain functions on Customer’s behalf in connection with this Agreement, including but not limited to:

- providing Usage and Pricing Reports, and making timely payments to Pearson for purchased Pearson Products;
- provisioning, at its sole cost, all eBook Fulfillment Services for all purchased Pearson Products; and
- managing Customer’s implementation, maintenance and operation of Pearson’s Inclusive Access Program, including the collection of fees payable for access to Pearson Products.

Customer shall remain responsible for Leased Operator’s adherence to the terms and conditions of the Agreement.

“*Maximum Resale Price*” means the maximum resale price at which a Pearson Product purchased from Pearson under this Agreement may be resold (or charged as a materials fee) to an Authorized Student User during the Purchase Period.

“*Minimum Sell-Thru Rate*” means the minimum Sell-Thru Rate for the total purchases of a Pearson Product adopted for all Courses during the applicable academic year.

“*Minimum Usage Rate*” means the minimum quantity of a Pearson Product that Customer must purchase to qualify for the Inclusive Access Prices.

“*Online Purchase Price*” means the price for the corresponding nationally available Pearson Products set forth on Pearson’s website (currently located at <https://www.pearson.com/us/higher-education/products-services-teaching/course-content/textbooks-and-etexts.html>).

“*Parties*” means Customer and Pearson, and “*Party*” means one of them as the context provides.

“*Pearson Products*” for purposes of this Agreement means eBooks, Digital Learning Applications and Digital Packages.

“Pearson Title” means a text or educational material published by Pearson for the U.S. Higher Education market, which can be found at <https://www.pearson.com/us/higher-education/products-services-teaching/course-content/textbooks-and-etexts.html>.

“Print Upgrade” means a black and white, loose leaf (unless another format is otherwise agreed to by Pearson) printed version of the eText incorporated into a Digital Learning Application.

“Sell-Thru Rate” means the percentage of all Authorized Student Users over total enrollment in all Courses that utilize a Pearson Product during the applicable academic year.

Course No.	Course Name	Digital Course Materials
ACC100	Basic Accounting I	\$ 100.99
ACC 101	Financial Accounting	\$ 100.99
ACC 105	Managerial Accounting	\$ 100.99
ACC 256	Tax Accounting	\$ 99.84
BUS 102	Small Biz Accounting	\$ 96.00
BUS 127	Principles of Marketing	\$ 96.00
BUS 129	Personal Finance	\$ 99.84
BUS 141	Intro to Business	\$ 96.00
BUS 146	Business Computations	\$ 69.12
BUS 149	Elementary Stats	\$ 99.84
BUS 150	Principles of Management	\$ 96.00
BUS 151	Small Business Management	\$ 100.00
BUS 154	Human Relations	\$ 96.00
BUS 161/262	Business Law I/II	\$ 99.84
BUS 171	Intro to Customer Service	\$ 96.00
BUS 188	Business Writing	\$ 69.12
BUS 200	Intro to HR Management	\$ 96.00
BUS 210	Recruitment and Selection	\$ 42.00
BUS 220	Training & Development	\$ 96.00
BUS 250	Employee & Labor Relations	\$ 96.00
BUS 260	Labor Law	\$ 93.70
BUS 285	Project Management	\$ 99.84
HTH 120	Nutrition Science	\$ 67.49
MAT 101	Quantitative Literacy	\$ 52.49
MAT 102	Liberal Arts Mathematics	\$ 52.49
MAT 110	College Algebra	\$ 52.49
MAT 111	Pre-Calculus	\$ 52.49
MAT 114	Trigonometry	\$ 52.49
MAT 116	Math for Elementary School Teachers I	\$ 52.49
MAT 117	Math for Elementary School Teachers II	\$ 52.49
MAT 122	Technical Math	\$ 52.49
MAT 124	Finite Mathematics	\$ 52.49
MAT 131	Calculus and Analytical Geometry I	\$ 39.37
MAT 133	Calculus and Analytical Geometry II	\$ 19.69
MAT 134	Introduction to Calculus for Business and Social Science	\$ 52.49
MAT 170	Elementary Statistics	\$ 59.99
MAT 235	Calculus and Analytical Geometry III	\$ 19.69

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

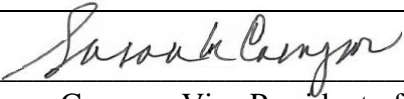
Meeting of January 26, 2021

ACTION EXHIBIT NO. 16541

SUBJECT: AGREEMENT RENEWAL WITH EMSI CAREER COACH

RECOMMENDATION: That the Board of Trustees approve the renewal of the Emsi Career Coach Agreement with Emsi (Economic Modeling, LLC) to continue career advisement tools and services provided by Emsi for the duration of the Title V grant. The contract shall be effective February 1, 2021 and run through September 30, 2023, under a payment schedule for a total amount due to be paid under the Title V grant of \$29,333.33.

RATIONALE: The theories and science of career advising have evolved. Career interest assessment tools facilitate advising of program and career choices leading to better informed students with greater success. This purchase is funded entirely by the Title V grant.

Submitted to Board by: 
Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens Chairman	Elizabeth Potter Secretary	Date
-------------------------------------	--------------------------------------	-------------

Related forms requiring Board signature: Yes No



409 S. Jackson St.
 Moscow, ID 83843
 Tel: 208-883-3500
 Fax: 208-882-3317
 www.economicmodeling.com

Emsi Representative: Caroline Landis

Career Coach Renewal Agreement

Economic Modeling, LLC of Moscow, Idaho (“Emsi”) and Triton College, of River Grove, Illinois (“Licensee”) previously entered an agreement for a subscription to Career Coach which began on February 1, 2020. Emsi and Licensee hereby renew the subscription to Career Coach for the period beginning February 1, 2021 and ending September 30, 2023.

The fee for the renewal period will be \$29,333.33, due as follows:

- \$11,000.00 for first year subscription, invoiced February 1, 2021
- \$11,000.00 for second year subscription, invoiced February 1, 2022
- \$7,333.33 for prorated eight-month subscription for third year (Feb 1, 2023 to Sept 30, 2023), invoiced February 1, 2023

Invoices are due within 60 days of receipt. Sales tax will be added for non-tax-exempt institutions when applicable.

Licensee will be provided with Career Coach at the following level:

Product

Customized Career Coach Website

Product Add-Ons

Career Coach Plugin

On-Site Training

Licensee is responsible for providing computer equipment that meets the minimum technical requirements for accessing Career Coach described at http://www.economicmodeling.com/docs/analyst_technical_requirements.pdf. Emsi updates and upgrades Career Coach periodically. Emsi is not obligated to continue to support legacy versions of Career Coach or make legacy versions of Career Coach available to Licensee. Emsi warrants that its performance under this agreement complies with all applicable laws. If at any time during the term of this agreement it becomes unlawful for Emsi to continue performance, Emsi may immediately terminate its performance under this agreement without penalty. If Emsi terminates under this section, Emsi will refund the unused portion of any prepaid fees.

Licensee Contact Information (to be completed by Licensee before contract signature)

	Invoice Contact	Admin User
Name:	_____	_____
Mailing Address:	_____	_____
Phone:	_____	_____
Email:	_____	_____

All other terms of the original agreement not modified by this renewal agreement will remain in effect.

For Emsi:

For Licensee:

 Authorized Signature Date

 Authorized Signature Date

 Printed Name

 Printed Name

Economic Modeling, LLC
 409 South Jackson Street
 Moscow, ID 83843

Triton College
 2000 5th Ave
 River Grove, Illinois 60171-1995

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

Meeting of January 26, 2021

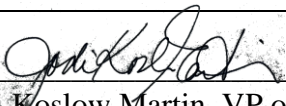
ACTION EXHIBIT NO. 16542

SUBJECT: STUDENT ASSISTANCE PLAN WITH PERSPECTIVES, LTD TO SUPPORT STUDENT MENTAL HEALTH

RECOMMENDATION: That the Board of Trustees approve a one year contract, separate from our employee assistance plan, with Perspectives, LTD at a cost of \$55,000 to begin immediately. This contract gives students access to additional counseling professionals and a 24 hour crisis response hotline. Perspectives, LTD will also offer training to staff about student mental health and promotional materials of their services targeted to students. This yearlong contract will be covered with the Governors Emergency Education Relief funds and has been approved for spending by ICCB.

RATIONALE: The Mental Health Early Action on Campus Act, ratified in July 2020 in the state legislature, requires IL higher education institutions implement a 1:1250 ratio of licensed counselor to students in addition to securing the resources of a dedicated mental health community resource partner. Perspectives, LTD already supports the Triton Employee Assistance Program. This contract formalizes a one-year Student Assistance Plan to put us in compliance with state law and complement the Triton College Counseling Department by serving up to 100 students with clinical counseling thereby meeting the increasing needs of students experiencing mental health issues.

Submitted to Board by: _____


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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into as of the 30th day of November, 2020, by and between PERSPECTIVES LTD. an Illinois corporation, ("Perspectives") and Community College District 504, commonly known as Triton College, an Illinois community college (the "Client").

Perspectives is a consulting firm that provides services related to the development, implementation, and management of Student Assistance Programs ("SAPs") and WorkLife services; and

Client intends to implement an integrated SAP & WorkLife program; and

Client desires to retain Perspectives to perform certain services and Perspectives desires to perform such services, all upon the terms and conditions set forth herein;

In consideration of the premises set forth above, the promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Perspectives agree as follows:

1. **Term.** Unless sooner terminated as hereinafter provided, the term of this Agreement (the "Term") will consist of an initial term and any extension terms. The initial term (the "Initial Term") will be for one (1) year(s), commencing on January 1, 2021, and ending on December 31, 2021. The Initial Term shall be extended automatically from year-to-year thereafter (each such extension being called an "Extension Term"), provided, however, that either party may terminate the Agreement (a) at any time, upon ten (10) days' written notice, by reason of a material breach of this Agreement by the other party, which breach has not been cured within thirty (30) days of written notice of such breach, or (b) upon ninety (90) days written notice, without cause, at any point during the Term or any Extension Term. In the event of such a notice of termination, all fees for services shall be prorated.
2. **Services of Perspectives.** During the Term, Perspectives will provide the following SAP and WorkLife services to Client:
 - a. Implementation Services to be provided in the Initial Term:
 - i. Program design services, which will include collaboration with the Client on the development of policies and procedures for the implementation and ongoing promotion of the SAP & WorkLife program. Benefit review services that may be deemed necessary to ascertain coverage for cases needing referral shall occur between Perspectives and the student to determine the need for long term care, as necessary and appropriate. Any such long term care shall be separate from the services provided herein and all associated costs shall be the sole responsibility of the student.
 - ii. Preparation of a letter describing SAP and WorkLife services that will be distributed by Client to students Client determines may benefit from such services in whatever manner Client deems necessary.
 - iii. Design and delivery of an E-Mail Program Announcement flyer.
 - iv. Customized Client Features Page at Perspectives Online, with SAP Orientation video
 - v. Unlimited brochures, posters and wallet cards for program promotion.

- b. Onsite Organizational and Ongoing Program Promotion Services – for each contract year, Perspectives will provide:
 - i. Unlimited posters, brochures and wallet cards for program promotion.
 - ii. Up to ten (10) pooled virtual hours, with no rollover, to be used for supervisory training, student orientations, and ongoing seminars. Up to ten (10) pooled virtual hours, with no rollover, to be used for CISDs, attendance at health fairs and visibility fairs for program promotion opportunities. Additional onsite hours for trainings, seminars, visibility tables, health fairs etc. are available at a rate of \$300.00 per hour onsite, \$200.00 per hour if virtual. Additional CISD hours are available at a rate of \$350.00 per hour. Any additional hours shall be approved by the authorized agent of Client in writing prior to the beginning of any work.

- c. Services to Students, Families and Significant Others:
 - i. Services to students, families and significant others shall be provided only to those individuals who have received a referral or other pre-screening by Client. In the event Perspectives is contacted by a student, family member or significant other without having first completed a pre-screening through Client, that individual shall be advised to consult with Client and such contact shall be counted as a student case, as set forth in Section 3.a.
 - ii. Perspectives will provide 24-hour, toll-free access to its master’s level staffed Call Center for assessment, supportive guidance and appointment scheduling.
 - iii. Perspectives will provide its SAP App “SPARK” providing direct single button phone access to our Call Center, targeted content, self-help material and instant messaging capability.
 - iv. Perspectives will provide assessment and/or short-term counseling services or referral to treatment services for Client students, their spouses, dependents and significant others (collectively referred to as “Client Participants”). Perspectives assessment and/or short-term counseling services will be conducted in up to six (6) sessions per Participant. Brief problem-resolution counseling will be provided to those Participants for whom, in the sole discretion of Perspectives, such counseling will be effective. Referrals for treatment, when necessary, will be made to pre-screened providers and will be coordinated with the student’s insurance when appropriate.
 - v. Perspectives will monitor and provide follow-up services to all Client Participants for up to one (1) year after the initial meeting of the Participant with Perspectives unless and until the participant submits a request to cease services.
 - vi. Perspectives will cause to be provided by work/life contractors (“Work/Life Contractors”) services as follows:
 - 1. Client Participants will have access to the following WorkLife Online services:
 - a. Perspectives *WorkLife Online* will provide access to articles, videos, webinars, links and FAQs in the following areas: Health & Wellness, Family, WorkLife, Legal/Financial, Emotional Well Being and the Workplace.

- b. Perspectives *WorkLife Online* will also provide:
 - i. A customizable Online Features Page, including an SAP Orientation Video.
 - ii. Searchable databases in adoption, autism, child care, elder care, education, pet care, camps, tutoring
 - iii. Monthly WorkLife Webinars
 - iv. Resilience Journey – interactive resilience training
 - v. Smoking Cessation – self guided program
 - vi. Interactive health assessments
 - vii. Health videos
 - viii. Dietician recipes
 - ix. Financial Calculators
 - x. Interactive Skill Building tutorials

d. Administration/Faculty Consultation :

- i. Upon the request of Client administration or faculty, Perspectives will consult with the administration or faculty member concerning the problems of an individual student and make recommendations to the administration or faculty member as to how to encourage the student to participate in the SAP, if Perspectives determines such participation in the SAP is appropriate or advisable.

e. Additional Services:

- i. Perspectives will submit its standard report on the utilization of the SAP & WorkLife services on a quarterly basis.
- ii. Perspectives will assign an Account Manager to coordinate the administrative activities of SAP and WorkLife services.
- iii. Performance of any and all services outside the scope of this Agreement that are requested by Client, will be subject to the sole discretion of Perspectives. Should Perspectives agree to perform requested additional services, Client shall be notified and must approve additional services, in writing by an authorized agent, prior to the provision of additional services. Where the parties have agreed to such, the cost of the additional services shall be mutually agreed to in writing. For purposes of this provision, e-mail from and to the Client's authorized agent is sufficient to confirm costs.

3. **Compensation.**

- a. For the services provided for in Section 2 of this Agreement, during the Initial Term, Client agrees to pay Perspectives a fee of \$47,500 for up to 100 student cases per year. If Client requests access for more than 100 student cases, Client shall be charged \$550/case beginning with the 101st case. Client shall authorize each case for which an individual charge shall be made. Client also agrees to pay Perspectives an additional \$7,500.00 for the cost of training and program promotion services. Total fees for the Initial Term shall be \$55,000.
- b. For the services provided for in Section 2 of this Agreement, for the First Extension Term, and thereafter for each additional Extension Term, Client and Perspectives shall negotiate in good faith as to the fee that Client shall pay Perspectives for each such Extension Term. Any change in the fee for the First Extension Term and any Extension Term thereafter will be memorialized in a written amendment to this Agreement, signed by authorized representatives of Perspectives and Client.

- c. Should the Client want to produce a tailored brochure or wallet card, Client shall promptly reimburse Perspectives for all pre-approved printing expenses incurred on behalf of Client in printing said tailored brochure. Other materials are customizable at no expense to the Client.
 - d. Within thirty (30) days of the beginning of each year of the Term, Perspectives will submit to Client an invoice for the year equal to the rate under section 3a, not including any charges for cases beyond the 100 cases included in the fee. If and when the total cases exceeds 100, Perspectives will submit to Client an monthly invoice for each case that accessed during that month. In addition, the statement will include the pre-approved expenses, if any, Perspectives incurred during the prior month on Client's behalf, as well as costs associated with the provision of requested, additional services. Client shall pay Perspectives the fee for the forthcoming month and the expenses, if any, for the prior month, as listed on the statement, within thirty (30) days after Client receives the statement.
 - e. Perspectives reserves the right to terminate the provision of services if payment is delayed for an unreasonable amount of time.
 - f. Except for cases beyond the 100th case, payment by Client shall not be conditioned upon Client's approval of the provision of certain services or recommendations provided to any specific participant.
4. **Additional Obligations of Client.**
- a. In addition to Client's obligations under Section 3 of this Agreement, Client shall:
 - i. provide a positive endorsement of the SAP and WorkLife services to students and their families;
 - ii. promptly notify Perspectives of any complaints about SAP or Work/Life services and assist in their investigation and resolution; and
5. **Confidentiality.** The parties recognize and agree that the SAP and WorkLife records of Participants are confidential and shall not be disclosed to any individual or entity, including Client, without the written consent of the Participant. The SAP records of Participants shall be retained by Perspectives. This Consulting Agreement expressly adapts and incorporates herein all terms and provisions of the Business Associate Agreement between Perspectives and Client as attached.
6. **Location and Timing of Services.**
- a. Orientation, training sessions, seminars, and supervisory consultations will be held virtually for as long as necessary under public health guidelines at which time a change to non-virtual service delivery will necessitate an adjustment to the pricing.
 - b. Assessment and referral services will be provided at the offices of Perspectives or its affiliates or at any other site that Perspectives designates or provided virtually as necessary due to public health recommendations.
7. **Payment for Referral Services.** The costs of any and all services performed by community resources are not the responsibility of Perspectives or Client. Each student shall be responsible for any and all fees incurred in the course of seeking assistance or treatment.
8. **Solicitation of Employees.** During the Term, and for a period of twelve (12) months after its termination for any reason, Client shall not induce, influence, or cause, or seek to induce, influence, or cause, any person who is engaged by Perspectives as an employee to terminate his or her employment with Perspectives, or, directly or indirectly, employ or engage, or solicit for employment or engagement, or advise or recommend to any other person or entity that such

person or entity employ or engage or solicit for employment or engagement, any person employed by Perspectives during any portion of the Term.

9. **Insurance.**

- a. Perspectives agrees to maintain professional liability insurance in the amounts of \$2 million per occurrence, \$5 million dollars aggregate. Perspectives shall name Client as an additional insured and provide a certificate of insurance to College upon execution of the Agreement.
- b. Perspectives further agrees to indemnify, defend, and hold harmless Client from and against any claim, loss, damage, liability, cost or expense, including reasonable attorneys' fees, arising out of and to the extent of any act, error, or omission of Perspectives in the performance of this Agreement.
- c. Client agrees to indemnify, defend, and hold harmless Perspectives from and against any claim, loss, damage, liability, cost or expense, including reasonable attorneys' fees, arising out of and to the extent of any act, error, or omission of Client in the performance of this Agreement, except for any loss which is paid by Perspective's insurance.
- d. Neither party shall be liable for any incidental, consequential, indirect, or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused by a party's performance or nonperformance of services.
- e. Perspectives is not responsible for errors caused by faulty or misleading information provided to Perspectives either by Client or participants and shall not be liable for any costs or damages.

10. **Independent Contractor.** The parties agree that Perspectives is an independent contractor and is not an employee of Client.

11. **Miscellaneous.**

- a. **Notices.** Except for the statements to be sent from Perspectives to Client, and except as otherwise provided in this Agreement, all notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and signed by the party giving notice, and shall be deemed to have been given when hand-delivered by personal delivery, or by Federal Express or similar courier service, or when transmitted by facsimile, or three (3) business days after being deposited in the United States mail, registered or certified mail, with postage prepaid, return receipt requested, addressed as follows:

If to the Client: Triton College
2000 Fifth Ave.
River Grove, IL 60171
Attention: Andrea Bangura, Dean of Students

If to Perspectives: 20 N. Clark, Suite 2650
Chicago, IL 60602
Attention: Bernie Dyme,
President & CEO

Or to such other address as either party may designate for itself by notice given to the other party from time to time in accordance with the provisions of this Agreement.

- b. **No Waiver.** No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by any party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of any of the terms and conditions of this Agreement.
- c. **Section Headings.** The headings of Sections and subsections contained in this Agreement are merely for convenience of reference and shall not affect the interpretation of any of the provisions of this Agreement. This Agreement is deemed to have been drafted jointly by the parties, and any uncertainty or ambiguity shall not be construed for or against either party as an attribution of drafting to either party. Whenever the context so requires, the singular shall include the plural and vice versa. All words and phrases shall be construed as masculine, feminine or neuter gender, according to the context. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- d. **Severability.** Whenever possible, each provision of this Agreement shall be construed and interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of this Agreement or the application of such provision to other parties or circumstances.
- e. **Entire Agreement.** All discussions, correspondence, understandings, and agreements heretofore had or made between the parties are superseded by and merged into this Agreement, which alone fully and completely expresses the agreement between the parties relating to its subject matter, and the same is entered into with no party relying upon any statement or representation made by or on behalf of any party not embodied in this Agreement. Any modification of this Agreement may be made only by a written agreement signed by both of the parties to this Agreement. Sections 5, 8, 9(b), and 9(c) shall survive the termination of this Agreement or its Term.
- f. **Governmental Immunity.** 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.
- g. **Choice of Law.** This Agreement shall be governed in all respects by the laws of the State of Illinois applicable to agreements made and to be performed entirely within the State of Illinois, without regard to the conflicts of laws principles of the State of Illinois or any other state. All disputes shall be resolved in the Circuit Court of Cook County.
- h. **Taxes.** Each party assumes full responsibility for the payment of all federal, state and local taxes incurred by that party as a result of this Agreement.
- i. **Authorized Agent.** This Agreement is executed by an authorized representative of each party in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- j. **Non-Discrimination, Sexual Harassment and Drug Free Workplace.** Neither party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity

employer, maintains a written sexual harassment policy and Drug Free Workplace in compliance with applicable law, rule or regulation.

- k. **No Third-Party Beneficiaries.** This Agreement shall not, in any manner whatsoever, confer any rights upon or increase the rights of any third-party.
- l. **Force Majeure.** Neither party will be responsible for delays or failures of performance resulting from acts beyond the control of such party. Such acts include acts of God, strikes, lockouts, riots, acts of war, epidemics, government regulations superimposed after the fact, fire, communication line failures, power failures, epidemics, earthquakes, floods, tornadoes, hurricanes, acts of terrorism, other disasters, or failure or inability of third-party contractors to provide services. Such delays or failures do not include failure to pay invoices when due.
- m. **Authority.** The parties represent and warrant to each other that they have read this Agreement in its entirety, that they understand the terms of this Agreement and understand that the terms of this Agreement are legally enforceable, that they have had ample opportunity to negotiate with each other with regard to all of its terms, that they have entered into this Agreement freely and voluntarily, that they intend to and shall be legally bound by this Agreement, and that they have full power, right, authority, and competence to enter into and execute this Agreement.
- n. **Counterparts.** This Agreement may be executed in any one or more counterparts, each of which shall constitute an original, no other counterpart needing to be produced, and all of which, when taken together, shall constitute but one and the same instrument.
- o. **No Guarantee.** Perspectives cannot guarantee any specific level of performance or results. To the extent that examples of previously obtained results or performance levels are used, shared, or disseminated, they shall be construed as marketing tools and are for demonstrative purposes only and should not be considered a promise to achieve the same level of performance or result in any particular case.

IN WITNESS WHEREOF, the parties have read and voluntarily signed this Agreement.

Triton College

By: _____

Mark R. Stephens

Title: Board Chairman

PERSPECTIVES, LTD.

By:  _____

Title: President & CEO

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is made and entered into between Triton College (the “Company”) and **PERSPECTIVES, LTD.** (“Business Associate” or “BA”).

RECITALS

Company is a “covered entity” within the meaning of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”), the standards for the Privacy of Individually Identifiable Health Information (“Privacy Rule”), the standards for the Security of Electronic Protected Health Information (the “Security Rule”) and the Breach Notification Rule promulgated by the United States Department of Health and Human Services (“DHHS”) pursuant thereto.

BA provides Student Assistance Program services to Company, which services necessarily involve the access to, generation of, use of, maintenance of, or disclosure of health information that identifies individual patients (“Protected Health Information” or “PHI”) some of which is in electronic form (“Electronic Protected Health Information” or “E PHI”). Accordingly, BA is a business associate of Company pursuant to HIPAA, HITECH, the Privacy Rule, the Security Rule and the Breach Notification Rule.

Company is obligated by HIPAA, HITECH, the Privacy Rule and the Security Rule to obtain “satisfactory assurances” from its business associates as a precondition to permitting a business associate to access, generate, use, maintain, or disclose PHI and EPHI on its behalf or in the course of performing services for it.

For the foregoing reasons, Company and BA desire to enter into an agreement that complies with all the requirements of HIPAA, HITECH, the Privacy Rule and Security Rule regarding business associate “satisfactory assurances.”

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, Company and BA agree as follows:

1. DEFINITION OF TERMS

- a. Any terms used in this BAA that are defined in HIPAA, HITECH, the Privacy Rule, the Security Rule, or the Breach Notification Rule shall have the same meaning when used in this BAA as they have in HIPAA, HITECH, the Privacy Rule, the Security Rule and the Breach Notification Rule.
- b. Any and all PHI that is created or received by Company and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display, by Company or its operating units to BA, or is created, used, accessed, maintained, transmitted, disclosed, or received by BA on Company’s behalf shall be subject to this BAA.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. BA is authorized to access, generate, maintain, use, disclose or transmit PHI and EPHI only as necessary and appropriate to perform the following services as defined in the Consulting Agreement on behalf of or for Company, or as described in a services agreement between BA and Company dated

January 1, 2020.

b. BA may not use or disclose PHI in a manner that would violate the Privacy Rule if done by Company, except for the specific uses and disclosures set forth below.

c. Except as otherwise limited in this BAA, BA may also use PHI and EPHI for the proper management and administration of BA or to carry out the legal responsibilities of BA, and as required by law. BA may also use PHI and EPHI received from or pertaining to Company to de-identify the PHI or EPHI in any manner permitted by the Privacy Rule and the Office of Civil Rights guidelines regarding de-identification. Once de-identified, BA may use this data for any purpose since it is no longer PHI protected by HIPAA, HITECH, the Privacy Rule, the Security Rule, or the Breach Notification Rule.

d. BA shall not use or further disclose PHI and EPHI other than as permitted or required by this BAA or as required by law. BA acknowledges that it is obligated to independently comply with the Security Rule, certain provisions of the Privacy Rule as mandated by HITECH and the Privacy Rule, and the Breach Notification Rule, and that it may be directly liable to the government for fines and other sanctions imposed by DHHS, and the State Attorney General for non-compliance.

e. BA agrees to use appropriate safeguards to prevent use or disclosure of PHI and EPHI other than as provided for by this BAA. BA further agrees to implement the requirements of the Security Rule to protect EPHI in its possession, including implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of Company. "Appropriate Safeguards" include, but are not limited to, physical, administrative and technical safeguards such as locking cabinets or rooms where PHI is housed, using computer passwords or other security measures to prevent unauthorized access to PHI in electronic format, providing encryption or comparable protection for EPHI at rest and in motion, implementing policies and procedures describing authorized access and use for BA's work force, and human resources policies and procedures to enforce these rules.

f. In making a permitted or required use or disclosure of PHI or EPHI, BA shall comply with Company's minimum necessary requirements stated in Company's policies and procedures.

g. BA agrees to perform such activities as are necessary or appropriate to mitigate, to the extent practicable, any harmful effect that is either independently known to BA or brought to BA's attention by Company, as a result of a wrongful use or disclosure of PHI or EPHI by BA. This obligation is in addition to the obligations stated in paragraph 2.g of this BAA.

h. BA agrees to report to Company any use or disclosure of PHI or EPHI in violation of this BAA. BA further agrees to report to Company any security incident regarding EPHI of which it becomes aware. Without limiting the generality of the foregoing, BA agrees to notify Company of any Breach (as that term is defined in HITECH and the Breach Notification Rule) of unsecured PHI or EPHI that BA discovers or should have discovered. BA shall provide such notification of a Breach within five (5) business days of the date upon which it discovered the Breach. BA shall provide to Company the name, address, telephone number, and email address of each individual affected by a Breach, along with a description of the data involved in the Breach, a description of how the Breach occurred, and a description of all internal steps that the BA has taken to prevent a future similar Breach. BA shall cooperate with Company in the preparation and distribution of notices of the Breach to the affected individuals, and with providing notice to DHHS and media outlets as required by HITECH and the Breach Notification Rule.

i. BA agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains,

or transmits PHI or EPHI received from, or created or received by BA on behalf of Company, agrees to the same restrictions and conditions that apply through this BAA to BA, including that each such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect EPHI. BA shall accomplish this by executing a proper Business Associate Agreement with each such subcontractor, as described in the Privacy Rule, that is at least as stringent as this BAA. BA further agrees that no subcontractors from foreign countries will be used, without the prior express written consent of the Company.

j. BA agrees to notify Company within five (5) business days of receipt of a request by an individual for access to the individual's PHI or EPHI. Once Company has determined that the individual is entitled to access to the requested PHI or EPHI pursuant to the Privacy Rule and so notifies BA (whether the individual's request was first made to BA or directly to Company), then BA shall provide access to PHI and EPHI in a Designated Record Set to an individual or to an individual's designee with respect to EPHI, in order to meet the inspection and copying requirements of the Privacy Rule. If the Company determines that the individual is not permitted access to PHI or EPHI pursuant to the Privacy Rule, then BA shall take such action as the Company requests in order to satisfy the Company's obligations under the Privacy Rule for denied requests for access.

k. In the event that BA receives a request from a third party for PHI, BA will immediately notify Company in writing of said request and provide reasonable assistance to Company in responding to said request in a timely fashion so as to permit Company to respond to the request within the time limits imposed under the HIPAA standards. BA will withhold access to PHI that is subject to a subpoena, pending the resolution of judicial proceedings by the Company to resist efforts to obtain access to PHI and will resist in judicial proceedings any efforts to obtain access to PHI unless access is expressly authorized by the individual whose records are being requested, court order, or other legal mandate.

l. BA agrees to notify Company within five (5) business days of receipt of a request by an individual to amend the Individual's PHI or EPHI. When notified by Company that Company has agreed to an individual's request for an amendment to the individual's PHI or EPHI, BA shall make the amendment(s), and incorporate such amendments into the PHI and EPHI in its possession. If Company does not agree to a requested amendment, BA shall take such action as Company requests in order to satisfy Company's obligations under the Privacy Rule for denied requests for amendment.

m. To the extent that BA is required pursuant to this BAA to carry out one or more of Company's obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule applicable to the Company's performance of such obligation.

n. BA agrees to make its internal practices, books, and records relating to its use and disclosure of PHI and EPHI available to the Secretary of DHHS (or his/her designee), for purposes of the Secretary of DHHS (or his/her designee) determining Company's and the BA's compliance with HIPAA, HITECH, the Privacy Rule, the Security Rule, and the Breach Notification Rule, or for purposes of private Company auditing and monitoring of BA's performance.

o. BA agrees to document all disclosures of PHI and EPHI and information related to such disclosures as would be required for Company to respond to a request by an individual for an accounting of disclosures of PHI and EPHI in accordance with the Privacy Rule and HITECH. Within five (5) days of Company's request, BA shall provide to Company the information so collected to permit Company to respond to a request by an individual for an accounting of disclosures of PHI and EPHI. To the extent that BA holds PHI or EPHI from an Electronic Health Record used by Company, BA further agrees to provide to

a requesting individual an accounting of disclosures of EPHI it has made, including an accounting of disclosures for treatment, payment and health care operations during the three years prior to the individual's request. If an individual makes a request for an accounting of PHI or EPHI directly to BA in circumstances in which BA does not hold EPHI from an EHR, then BA shall notify the Company of the request within five (5) days of receiving the request from the individual and provide the Company with the information about disclosures that BA has documented, in the same manner as if the individual's request was made directly to the Company.

p. BA agrees to honor any restriction on the use or disclosure of PHI or EPHI that Company agrees to, provided that Company notifies BA of such restriction, and such restriction does not interfere with the provision of services BA has been contracted to perform.

q. BA shall establish specific procedures and mechanisms to implement BA's obligations pursuant to HIPAA, HITECH, the Privacy Rule, the Security Rule, the Breach Notification Rule, and this BAA.

r. BA shall require each member of its work force that has contact with PHI and EPHI in the course of providing services to Company to sign a statement indicating that the work force member has read this BAA, understands its terms, and agrees to abide by them, including without limitation, the obligation not to use or disclose PHI and EPHI except as necessary and appropriate to carry out the services being performed by BA for or on behalf of Company.

s. If BA and Company are also a party to any other agreement, any use or disclosure of PHI by BA must be consistent with such agreement. In the event of any inconsistency between this BAA and the provisions of any other agreement between the parties, the terms of this BAA shall govern.

3. OBLIGATIONS OF COMPANY

a. Company shall provide BA with the notice of privacy practices and minimum necessary policy that Company produces in accordance with the Privacy Rule, as well as any changes to such notice or policy.

b. Company shall notify BA of any restriction to the use or disclosure of PHI and EPHI that Company has agreed to in accordance with the Privacy Rule, to the extent that such restriction may affect BA's use or disclosure of PHI.

c. Company shall notify BA of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect BA's use or disclosure of PHI.

d. Company shall not request BA to use or disclose PHI or EPHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Company, except for uses of PHI for the proper administration and management and legal responsibilities of BA or as required by law.

4. TERM AND TERMINATION

a. The term of this BAA shall commence on the effective date of the Consulting Agreement and shall continue conterminously with the term of all services being performed by BA for or on behalf of Company that necessarily and routinely involve PHI and EPHI, unless sooner terminated in accordance with paragraph 4.b hereof.

b. **For Cause.** If either party fails to perform any material obligation pursuant to this Agreement, and (i) cure of the failure to perform the material obligation is possible and continues for a period of

fifteen (15) days after the breaching party is notified in writing by the non-breaching party of said failure to perform, or (ii) cure is not possible, then the non-breaching party may terminate this BAA immediately by written notice of same to the breaching party. Company, if the non-breaching party, may also terminate any other agreement between the parties that involves the use or disclosure of PHI, in the event that BA fails to perform any material obligation pursuant to this Agreement.

i.

c. In addition to the termination for cause provisions stated in paragraph 4.b this BAA may also be terminated in any of the following circumstances:

i. The services relationship between BA and Company is terminated for any reason;

ii. The provisions of HIPAA, HITECH, the Privacy Rule or the Security Rule are amended, modified or changed such that this BAA is no longer mandated;

iii. By the mutual agreement of Company and BA, with the party originally seeking termination providing thirty (30) days written notice to the other party, and provided that if the services relationship continues to require BA to access, use, generate, maintain, disclose or transmit PHI or EPHI, a new BAA between Company and BA must be substituted.

d. Effect of Termination.

i. Except as provided in paragraph 4.d.ii upon termination of this BAA for any reason, BA shall return or destroy all PHI and EPHI received from Company, or created or received by BA on behalf of Company. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of PHI or EPHI.

ii. In the event that BA believes that returning or destroying PHI or EPHI is infeasible, BA shall provide to Company an explanation of the conditions that make return or destruction infeasible. Upon Company's concurrence that return or destruction of PHI or EPHI is infeasible, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI and EPHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI or EPHI.

iii. If this BAA is terminated and not immediately replaced with a substitute Business Associate Agreement, and if the Privacy Rule and/or the Security Rule in effect at that time continues to mandate the execution of a Business Associate Agreement between covered entities and their business associates, then the services relationship between BA and Company shall immediately terminate simultaneously with termination of this BAA, to the extent that BA's services continue to necessarily and routinely involve access, use, generation, maintenance, disclosure or transmission of PHI or EPHI.

5. GENERAL PROVISIONS

a. BA agrees that the terms and conditions of this BAA shall be construed as a general confidentiality agreement that is binding upon BA even if it is determined that BA is not a business associate as that term is used in HIPAA, HITECH, the Privacy Rule or the Security Rule.

b. Company and BA shall not be deemed to be partners, joint ventures, agents or employees of each other solely by virtue of the terms and conditions of this BAA. BA is an independent contractor of Company for all purposes, including the application of the federal common law.

c. This BAA shall not be modified or amended except by a written document that is signed by both parties. Company and BA agree to modify or amend this BAA if HIPAA, HITECH, the Privacy Rule, the Security Rule, or the Breach Notification Rule change in a manner that affects the terms and conditions of this BAA, or the obligations of covered entities and/or business associates.

d. All notices, requests, consents, and other communications required or permitted under this BAA shall be in writing and signed by the party giving notice, and shall be deemed to have been given when hand-delivered by personal delivery, or by Federal Express or similar courier service, or when transmitted by facsimile, or three (3) business days after being deposited in the United States mail, registered or certified mail, with postage prepaid, return receipt requested, addressed as follows:

If to the Client: Triton College
2000 Fifth Ave.
River Grove, IL 60171
Attention: Andrea Bangura, Dean of Students

If to Perspectives: 20 N. Clark, Suite 2650
Chicago, IL 60602
Attention: Bernie Dyme,
President & CEO

Or to such other address as either party may designate for itself by notice given to the other party from time to time in accordance with the provisions of this Agreement.

e. No waiver of any provision of this BAA, including this paragraph, shall be effective unless the waiver is in writing and signed by the party making the waiver.

f. This BAA is entered into solely for the benefit of the parties, and is not entered into for the benefit of any third party, including without limitation, any patients of Company or their legal representatives.

g. This BAA is not assignable or delegable without the express advance written consent of the party not seeking to assign or delegate.

h. This BAA shall be governed by and construed in accordance with the laws of the United States of America and the laws of the state of Illinois. This BAA shall be interpreted and construed so as to render it compliant with HIPAA, HITECH, the Privacy Rule, the Security Rule, and the Breach Notification Rule.

i. A reference to a section in the HIPAA rules means the section as in effect or as amended.

j. If any provision of this BAA is determined by a court of competent jurisdiction to be invalid or unenforceable, this BAA shall be construed as though such invalid or unenforceable provision were omitted, provided that the remainder of this BAA continues to satisfy all of HIPAA, HITECH, the Privacy

Rule, and the Security Rule requirements for a business associate agreement. If it does not, then the parties shall immediately renegotiate this BAA so that it does comply with the requirements of HIPAA, HITECH, the Privacy Rule, and the Security Rule or terminate this BAA and the service relationship between the BA and Company to the extent that BA's services necessarily and routinely involve access, use, generation, maintenance, disclosure or transmission of PHI or EPHI.

k. This BAA contains the entire agreement between the parties pertaining to this subject matter, and supersedes all prior understandings, whether written or oral, regarding the same subject matter.

l. The provisions of this BAA dealing with breach notification, the construction of this BAA as a general confidentiality agreement, and BA's obligations to return or destroy PHI and EPHI upon termination shall survive the termination of this BAA for any reason.

In Witness Whereof, the parties have executed this Business Associate Agreement on the 30th day of November, 2020.

Company Witness

By: _____

Mark R. Stephens

Business Associate Witness

Its: Board Chairman

Bernard S. Dwyne

By: Bernard S. Dwyne

Its: President & CEO

Fire Alarm System Testing Service – FY21

1 firm submitted a bid for the Fire Alarm System Testing Service – FY21. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 1:30 p.m. local time, Tuesday, December 1, 2020, the bid was publicly opened and read aloud in room A-300 by John McGarry, Purchasing, and John Lambrecht, O & M.

It is recommended that the Board of Trustees accept the proposal submitted by Commercial Alarm Systems in accordance with their low specified bid. This item was competitively bid according to state statutes.

Recommendation along with tabulation is attached.

COMPANY

NET COST

Commercial Alarm Systems
120 King Street
Elk Grove Village, IL 60007

\$55,500.00

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	02-70100510-530400015
A/C Name	Maintenance Services FY21

Budget	\$	1,686,000.00
Prev. Expend.	\$	784,380.00
Schedule	\$	18,250.00
Balance	\$	883,370.00

A/C Number	02-70100510-530400015
A/C Name	Maintenance Services FY22

Budget	\$	900,000.00
Prev. Expend.	\$	0.00
Schedule	\$	18,500.00
Balance	\$	881,500.00

A/C Number	02-70100510-530400015
A/C Name	Maintenance Services FY23

Budget	\$	900,000.00
Prev. Expend.	\$	0.00
Schedule	\$	18,750.00
Balance	\$	881,250.00

Memorandum

December 7, 2020

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Fire Alarm System Testing Service – FY21



Operations & Maintenance

Triton College received 1 bid from vendors for Fire Alarm System Testing Service – FY21.

The lowest, qualified bidder was Commercial Alarm Systems, in the Bid amount of \$55,500.00 for FY21, FY22, and FY23 Fire Alarm System Testing Service.

I have carefully reviewed the bid and recommend that the bid should be awarded to Commercial Alarm Systems in the amount of \$55,500.00.

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

John

TRITON COLLEGE Fire Alarm Testing Bid Opening 12/01 2020

Bid Tabulation

Company	Bid Security	Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3	Total 3 Years	Techician Hourly Rate	Material Mark Up%
Commercial Alarm Systems	Yes	\$18,250.00	\$18,500.00	\$18,750.00	\$55,500.00	\$145 / Hour	15%