



**Regular Meeting of the
Board of Trustees**

NOTICE: The Board of Trustees will convene in the Boardroom (A-300) and guests may attend via teleconference utilizing the number listed below. All provisions for conducting this meeting remotely will be followed in compliance with the Open Meetings Act and Executive Orders

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, February 16, 2021 at 6 p.m.

Agenda

Tuesday, February 16, 2021

- I. CALL TO ORDER** February 16, 2021 at 6:30 p.m.
Boardroom (A-300)
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 January 26, 2021, No. 10](#)
- 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

[16543 Budget Transfers](#)

[16544 Certificate of Final Completion and Final Payment Application for the Welding Lab Fume Extraction – T Building](#)

[16545 Fee Waiver for the Cook County Clerk’s Office](#)

[16546 Five-Year Tuition and Fee Plan](#)

[16547 Agreement with the Kaleidoscope Group](#)

[16548 Heartland Business Systems – Purchase of Computer Hardware](#)

[16549 247 \(Intelliresponse\) Agreement Renewal](#)

[16550 Renewal of Memorandum of Understanding with Southern Illinois University](#)

[16551 Program Addendum with Resurrection Medical Center](#)

[16552 Approval of Site Use Agreement with Cook County Department of Public Health – Confirmation of Board Poll](#)

B. Bills and Invoices

C. 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

D. Human Resources Report

XIV. COMMUNICATIONS – INFORMATION

A. Human Resources Information Materials

B. Informational Material

XV. ADJOURNMENT

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees, held via public teleconference, to order at 7:03 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 Mr. Johnson, to approve the minutes of the Regular Board Meeting of December 15, 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 congratulated faculty Sheldon Turner on his feature in Futurum Careers about the GENIUS program at Triton College. She also highlighted student Geovanni Guerra who has been accepted at Georgetown University to study theology and philosophy and has acknowledged his faculty for assisting him on his journey. Ms. Wester reported that faculty will be meeting with administration this week to begin negotiations.

Mid-Management Association President Patricia Brantley reported that mid-managers have been working hard on registration efforts, including on Saturdays, to increase enrollment.

Adjunct Faculty Association President Bill Justiz welcomed all back for the spring semester.

STUDENT SENATE REPORT

TCSA President Megan Sroka reported that TCSA meetings have resumed with the start of the semester and an orientation will be held for new senators. A CampusNet meeting will be held on February 4 to help clubs and the E-Board utilize the online meeting format. She

noted that students have given great feedback on the adaptation to remote learning and are looking forward to on-campus classes.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito commented that the committee does not meet in the month of January.

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on January 13, reviewed five new business items and one purchasing schedule, and forwarded all items to the Board with a unanimous recommendation for approval.

ADMINISTRATIVE REPORT

Campus Pavement Project: Vice President Sean Sullivan and Associate Vice Presidents John Lambrecht and Garry Abezitian presented the following information. The Capital Development has announced the release of funding to complete the reconstruction of the College's pavement. The value of the project is \$8 million, with the CDB to fund \$6 million and the College \$2 million. This project, which is not simply repaving, but demolition and rebuild, began in 2013 and approximately \$10 million has been spent to date. Three of four phases have been completed, and this final phase will include most of the East campus. In order to not place a burden on operating funds or reserves, the Business Office recommends the borrowing of the College's required portion, and action on this will come to the Board at its February or March meeting.

PRESIDENT'S REPORT

President Mary-Rita Moore congratulated the students in the TRIUMPH program for their participation in a successful Men of Color Empowerment Summit and thanked Director of Student Support Services Julia Willis for her involvement. She also announced that student Sarah Cuevas has been named a Dream 2021 Scholar by Achieving the Dream. Only eight students are selected for this distinction nationally, and she is the first Triton student to achieve the honor. Ms. Cuevas is in the pre-veterinarian program and will graduate in May.

President Moore noted that today was the College's first remote snow day, and expressed her appreciation of everyone's support in continuing instruction and services to students. She thanked the Operations & Maintenance staff for preparing the campus to be open and accessible tomorrow.

CHAIRMAN'S REPORT

Chairman Mark Stephens reported that the Cook County Department of Public Health contacted the College about 48 hours ago with a request to use Triton as a site for COVID-19 inoculations. The Board was polled about the matter and this will come to the February Board for confirmation. Mr. Stephens announced that the Board of Trustees will be coming back to campus for the February Board meeting, and there will be a number provided for the public to dial in to attend.

NEW BUSINESS

ACTION EXHIBITS

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

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

Ms. Viverito made a motion to approve the Action Exhibits, 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.

PURCHASING SCHEDULES

B43.11 Fire Alarm System Testing Service – FY 21

Mrs. Potter made a motion to approve the Purchasing Schedule, seconded by Mr. Regan.

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 Mrs. Potter to pay the Bills and Invoices in the amount of \$1,304,612.14.

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

Mrs. Potter made a motion to go into Closed Session to discuss and consider the hiring, discipline, performance, and compensation of certain personnel, matters of collective bargaining, acquisition of real property, and matters of pending, probable, or imminent litigation, seconded by Mr. 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 went into Closed Session at 7:29 p.m.

RETURN TO OPEN SESSION

Mr. Regan 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 7:44 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

No action on page 1 of the Human Resources Report.

2.0 Adjunct Faculty

Ms. Viverito made a motion, seconded by Mr. Casson, to approve pages 2 through 7 of the Human Resources Report, items 2.1.01 through 2.9.01.

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.

3.0 Administration

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve page 8 of the Human Resources Report, items 3.1.01 and 3.2.01.

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

Ms. Viverito made a motion, seconded by Mr. Casson, to approve pages 9 and 10 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 Mr. Casson, to approve pages 11 and 12 of the Human Resources Report, items 5.1.01 through 5.3.01.

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.

6.0 Hourly Employees

Ms. Viverito made a motion, seconded by Mr. Casson, to approve page 13 of the Human Resources Report, items 6.1.01 through 6.2.01.

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

Mr. Johnson made a motion, seconded by Mrs. Bickel, to approve page 14 of the Human Resources Report, items 7.1.01 through 7.3.01.

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.

ADJOURNMENT

There being no further business before the Board, the Chairman asked for a motion to adjourn. Motion was made by Ms. Viverito to adjourn the meeting, seconded by Mr. 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. Chairman Stephens adjourned the meeting at 7:55 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 February 16, 2021

ACTION EXHIBIT NO. 16543

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 1/1/21 to 1/31/21**

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
EDUCATION FUND					
1	Sociology	01-10102050-540100210	Sociology	01-10102050-550100005	\$ 50.00
			TOTAL EDUCATION FUND		<u>\$ 50.00</u>
			TOTAL PROPOSED BUDGET TRANSFERS		<u>\$ 50.00</u>

Budget Transfer Form

Dollar Amount \$50.00

From what Budget Account 01 10102050 540100210 **Object Code Description** Sociology : Instructional Supplies

To what Budget Account 01 10102050 550100005 **Object Code Description** Sociology: meeting expenses

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:
 As a result of ERL fewer funds are needed in the instructional supply account.

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

Funds are needed to sponsor a live virtual tour of the Hull House for Social Work students.

Required Signatures

Requestor	<small>DocuSigned by:</small> <u>Danielle Manni</u>	1/7/2021
Cost Center Manager	<small>DocuSigned by:</small> <u>Danielle Manni</u>	1/7/2021
Associate Dean (If Applicable)	<small>DocuSigned by:</small> <u>Derek Salinas-Lazariski</u>	1/8/2021
Dean (If Applicable)	<small>DocuSigned by:</small> <u>Kevin Li</u>	1/8/2021
Associate Vice President	<small>DocuSigned by:</small> <u>Paul Jensen</u>	1/8/2021
Area Vice President	<small>DocuSigned by:</small> <u>Susan Marie Campos</u>	1/8/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: MP

Exec. Dir. of Bus. Operations: CR

VP of Business Services: SS 1/13/21

Entered by: BS410 DS 1/15/21

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

Meeting of February 16, 2021

ACTION EXHIBIT NO. 16544

SUBJECT: CERTIFICATE OF FINAL COMPLETION AND AUTHORIZATION OF FINAL PAYMENT FOR THE WELDING LAB FUME EXTRACTION – T BUILDING PROJECT

RECOMMENDATION: That the Board of Trustees approve the Certificate of Final Completion and Final Payment Application of \$12,818.50 for the Welding Lab Fume Extraction – Building T. The total project cost was \$128,185.00.

RATIONALE: Operations and Maintenance has reviewed the Certificate of Final Completion, Final Waiver of Lien, and Final Payment Application. Original contract amount was \$150,260.00; total final project cost was \$128,185.00. The project came in under budget by \$22,075.00.

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

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G732

PAGE 1 OF 3 PAGES

TO OWNER:
Triton College

PROJECT:
Triton College Building T Welding Lab
2000 N. Fifth Ave., River Grove, IL 60171

APPLICATION NO: 3

APP. DATE 10/9/2020

Distribution to:

OWNER

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

FIELD

OTHER

FROM CONTRACTOR:
MG MECHANICAL CONTRACTING, INC.
1513 LAMB ROAD
WOODSTOCK, IL 60098
CONTRACT FOR: HVAC

CONSTRUCTION MANAGER:
ARCON Associates, Inc.

ARCHITECT:

PERIOD TO: 10/31/2020

PROJECT NO: 955

CONTRACT DATE: 6/31/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 150,260.00
2. Net change by Change Orders	\$ (22,075.00)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 128,185.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 128,185.00
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	\$ -
b. % of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 128,185.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 115,366.50
8. CURRENT PAYMENT DUE	\$ 12,818.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this Month		\$ (22,075.00)
TOTALS	\$ -	\$ (22,075.00)
NET CHANGES by Change Order		\$ (22,075.00)

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

CONTRACTOR:

By: [Signature] Date: 10-9-2020

State of: Illinois County of: McHenry
Subscribed and sworn to before me this 9th day of October 2020
Notary Public: [Signature]
My Commission expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 12,818.50

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

ARCHITECT:
By: [Signature] Date: 1/20/2021

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

Certificate of Final Acceptance

Project:
Welding Fume Extraction -
Building T
Triton College
2000 Fifth Ave.
River Grove, IL 60171

Architect: ARCON Associates, Inc

Contractor:
MG Mechanical Contracting, Inc.
1513 Lamb Road
Woodstock, IL 60098




Contract Date: 6/23/2020

Date of Issuance: 10/12/2020

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

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

SIGNATURES

Contractor	MG Mechanical Contracting, Inc.	By  Brett Rogers	Date <u>11/9/20</u>
Architect	ARCON Associates, Inc.	By  Gaspare Pitrello	Date <u>11/9/2020</u>
Owner	Triton College	By  John Lambrecht	Date <u>1/24/2021</u>
Owner	Triton College	By _____ Mark R. Stephens Board Chairman	Date _____

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

Meeting of February 16, 2021

ACTION EXHIBIT NO. 16545

SUBJECT: FEE WAIVER FOR THE COOK COUNTY CLERK'S OFFICE

RECOMMENDATION: That the Board of Trustees approve an Agreement with the Cook County Clerk's Office to utilize Triton College facilities (R221) for the February 23, 2021 and April 6, 2021 elections, between 4:00 a.m. and midnight, as a site for the Regional Distribution Center. The County will pay the College \$400 per date for the use of facilities to cover maintenance, setup and cleanup. The total value of the facility fee waiver is estimated at \$2,500 per date.

RATIONALE: Triton College has developed intergovernmental relationships with Cook County and this usage maintains intergovernmental relations and provides services to the local communities.

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

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

Meeting of February 16, 2021

ACTION EXHIBIT NO. 16546

SUBJECT: FIVE-YEAR TUITION INCREASE PLAN

RECOMMENDATION: That the Board of Trustees approve the proposed five-year tuition increase, effective Fall 2021 through Fall 2025. The current in-district tuition rate is \$133 per credit hour. Beginning with Fall 2021, the in-district tuition rate will increase by \$5 to \$138 per credit hour with subsequent \$5 increases in Fall 2022 (\$143), Fall 2023 (\$148), Fall 2024 (\$153), and Fall 2025 (\$158). Out-of-district tuition will increase by \$10 each fall and out-of-state tuition - by \$15. Non-contractual Continuing Education “E” courses will follow the credit hourly tuition rate maintaining Board-approved exceptions. See attached schedule for details.

RATIONALE: Continuing state funding issues require Triton to review all revenue sources in order to maintain competitive position with local markets and to support the continuation of college-wide academic programming. By approving a five-year plan, it better allows for fiscal planning by both the students and the college.

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

**Five Year Tuition and Fee Plan
Effective Fall 2021 - Fall 2025**

Beginning Term	In-District Tuition	Increase	Out-of-District Tuition	Increase	Out-of-State Tuition	Increase	Tech Fee	Increase	Registration Fee	Increase	Student Service Fee	Increase	Auxiliary Fee	Increase
Current	\$133	-	\$346.69	-	\$434.78	-	\$6	-	\$2	-	\$7	-	\$1	\$0
Fall 2021	\$138	\$5	\$357	\$10	\$450	\$15	\$6	\$0	\$2	\$0	\$7	\$0	\$1	\$0
Fall 2022	\$143	\$5	\$367	\$10	\$465	\$15	\$6	\$0	\$2	\$0	\$7	\$0	\$1	\$0
Fall 2023	\$148	\$5	\$377	\$10	\$480	\$15	\$6	\$0	\$2	\$0	\$7	\$0	\$1	\$0
Fall 2024	\$153	\$5	\$387	\$10	\$495	\$15	\$6	\$0	\$2	\$0	\$7	\$0	\$1	\$0
Fall 2025	\$158	\$5	\$397	\$10	\$510	\$15	\$6	\$0	\$2	\$0	\$7	\$0	\$1	\$0

Tuition and Fees in above Chart are Per Credit Hour
 Total Fees (Tech, Reg., Student and Aux) \$16.00
 On-Line Credit Course fee is \$25.00 (not reflected in this chart)
 Lab Fees are Variable in increments of \$5.00 (not reflected in this chart)

Continuing Education "E" Course Tuition

Follows the credit hourly tuition rate

Continuing Education "C" course Tuition

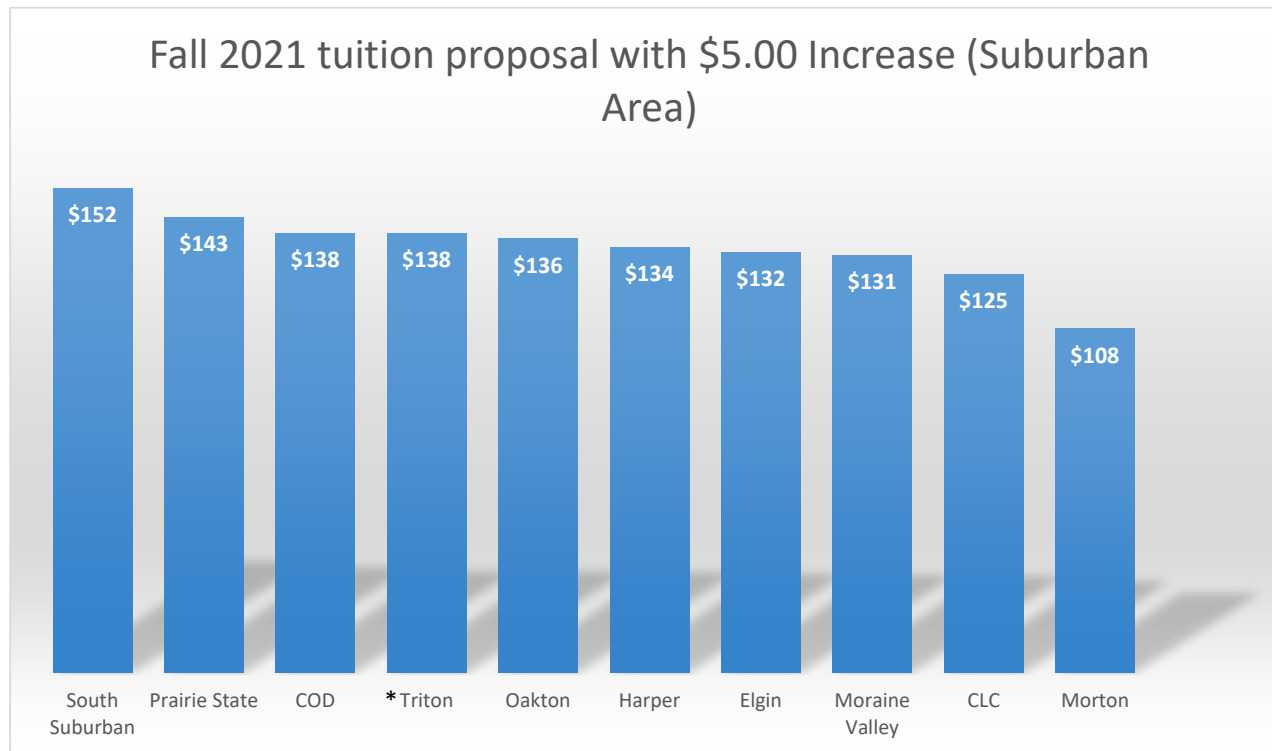
is set to recover the direct cost of instruction

Out-of-District \$10.00 increase each fall

Out-of-State \$15.00 increase each fall

Fall 2021 Tuition Rates per Credit Hour

South Suburban	\$152
Prairie State	\$143
COD	\$138
Triton	\$138
Oakton	\$136
Harper	\$134
Elgin	\$132
Moraine Valley	\$131
CLC	\$125
Morton	\$108



Triton with proposed \$5.00 increase in Fall 2021 compared to all other schools with Spring 2021 rates

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

Meeting of February 16, 2021

ACTION EXHIBIT NO. 16547

SUBJECT: AGREEMENT WITH THE KALEIDOSCOPE GROUP

RECOMMENDATION: That the Board of Trustees approve the contract with the Kaleidoscope Group to develop a Diversity, Equity and Inclusion (DEI) strategic plan and the employee educational training series. The Kaleidoscope Group is a provider of DEI planning services. This Agreement is for the period of February 1, 2021 through June 30, 2021. The cost is \$28,160.

RATIONALE: The Kaleidoscope Group will provide Triton College with assistance in developing a DEI plan which supports the college's three-year strategic plan, and enables Triton's efforts to create a more diverse, equitable and inclusive campus for students, employees and the community.

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



DEI Strategy Support Triton College

January 2021



THE KALEIDOSCOPE GROUP
Real People • Real Conversations • Real Issues • Real Change

SOW – Triton College

SERVICES	PROFESSIONAL FEES NFP RATE APPLIED	TIMELINE
<p>A. Strategy session for DEI Success with a focus on 3 legs: 1. Employees (<i>administrators; faculty; adjunct faculty; classified, mid-manager and part-time employees.</i>), 2. Students; 3. Community with ACTION PLAN COMMITTEE (<i>part of bigger DEI Plan already underway</i>)</p> <ol style="list-style-type: none"> 1. Align on what we want to achieve and deliverables for this engagement (Meeting with Key Contacts) <ul style="list-style-type: none"> - <i>Share KG House framework as tool for creating the bigger strategy for creating an inclusive work environment for employees, students and community</i> 2. Establish Vision of Success <ul style="list-style-type: none"> - <i>3-5 interviews with key stakeholders to inform this vision</i> - <i>Review previous interviews with Leadership Team to integrate leaderships lens into VOS</i> 3. Design; Review; Finalize documents for strategy session(s) 4. Identify key stakeholders for the strategy session(s) 5. Facilitate virtual strategy session(s) (2KG) 6. Integrate Feedback from strategy Session(s) 7. Have Stakeholder teams meet, review and finalize 8. Deliver completed strategy framework 9. Focus area teams meet to finalize implementation plan <p>DELIVERABLE: 3 year DEI strategy framework</p>	<p>Design and Prep: VOS & Strategy Session(s) \$4,480</p> <p>Delivery: Three 2 hour virtual Strategy Sessions facilitation Session 1: VOS & Alignment</p> <p>Session 2: Breakout sessions for focus area work: Goals/Measures of Success</p> <p>Session 3: Annual Objectives: Action; Implementation \$2800 per session \$8400 Total for three (3) sessions</p> <p>Strategy documents review and adjustments \$1200</p>	<p>Jan Prep</p> <p>March: Session 1 VOS/Alignment</p> <p>April: Session 2 Finalize Framework</p> <p>May: Session 3 Focus Teams Meet</p> <p>May Finalize Plan</p> <p>June Communicate Plan</p> <p>July Rollout plan</p>
SUBTOTAL	\$14,080	
<p>Option 1: DEI Foundational Training for Admin & Leadership in Q1 (2021)</p> <ul style="list-style-type: none"> • Admin & College Leadership Building common knowledge and baseline education for DEI for (35 people): 3-part series (Jan. 16- May 15) 	<p>Educational series Series Design Alignment on topics/content & approval: \$4480</p> <p>Series PowerPoint and handouts development \$1200</p> <p>Delivery: 3, 2-hour virtual sessions: 2 KG facilitators</p>	<p>Q1 March/April</p> <p>April</p> <p>March; April; May</p>



SOW – Triton College

	\$8,400	
SUBTOTAL:	\$14,080	
SUBTOTAL: (Licensing Fee for recorded work)	\$4,000	
GRAND TOTAL RANGE:	\$32,160	

Notes:

- Reimbursable travel fees are not included in the cost estimate. Travel and lodging are billed at actual cost, in line with client’s travel policies. All travel and lodging shall be pre-approved, in writing, by client’s authorized agent prior to expenditure.
- Assumes travel to one location only to complete most or all focus groups. We can consider completing some virtually, to ensure representation of remote employees. If additional travel is required, costs will need to be revisited.

RATES

The following matrix is a breakdown of roles and associated daily and hourly fees.

Role		Not for Profit Daily Fee (20% discount)
CEO		\$6,400
Executive Consultant (EC)		\$4,000
Engagement Leader (EL)		\$2,800
Senior Consultant (SC)		\$2,400
Instructional Designer, Consultant, Project Manager (DES/CONS/PM)		\$2,240
Client Service Support (graphics, logistics, document development and other related support) (CSM)		\$1,200
Facilitation (Education Delivery) – 2 Facilitators per day		\$5,000

KALEIDOSCOPE GROUP TERMS AND CONDITIONS

Project Scope: The professional fees shown above are estimates only: additional cost will not be incurred without written consent of the authorized agents of the client.

Payment: Payment schedule for services described in this statement of work:

- 50% of Professional Fees will be billed and payable upon contract initiation

SOW – Triton College

- The remaining professional fees and reimbursable expenses will be invoiced monthly until the work plan budget is exhausted. (Travel and reimbursable expenses will be invoiced as incurred and billed according to the client's policy or guidelines)
- All prices are guaranteed until completion of the deliverables set forth above, or twenty-four (24) months from the date of execution of the contract, whichever is later.

Reimbursements: Pre-approved travel and out-of-pocket expenses (e.g., airfare, hotel, rental car, ground transportation, parking, mileage, meals, etc.) will be billed as incurred and shall be payable within 45 days of receipt of invoice.

Time for Work: If work is pre-billed and work is not completed within twenty-four (24) months of date of contract, the contract will expire and any collected pre-billed funds will be prorated based upon work completed and any overage shall be refunded to client.

Audio and Video Recording: Audio and/or video recording of Kaleidoscope Group content, consultants, and/or events at any client venue shall be permitted only for viewing by current officers, employees, agents, staff and students unable to attend the scheduled sessions. Use of such recordings for any other individuals shall be prohibited unless written consent is provided in advance by The Kaleidoscope Group, which shall not be unreasonably withheld.

Cancellation of Work: If the Client cancels this agreement, Client shall pay for work completed based on above terms. If work is scheduled and cancelled within 15 business days prior to the scheduled date by the Client, the charge will be one-half the cost of the work. If work is scheduled and cancelled within 10 business days of the scheduled date by the Client, the charge will be the full cost of the work. If the cancellation occurs, no cancellation fees shall be due if the Kaleidoscope Group and the Client are able to mutually reschedule the work within 30 days of the cancelled work. Kaleidoscope Group agrees use its best efforts to reschedule work within this timeframe but cannot guarantee feasibility to do so. If Kaleidoscope Group is unable to reschedule at a mutually convenient time, cancellation fees shall be waived. The Client also agrees to make good faith efforts to avoid cancellations. If Kaleidoscope Group cancels this agreement, Kaleidoscope will reimburse client any unexpended funds from the payments that have been received to date towards pre-paid work.

Property Rights: The Kaleidoscope Group shall copyright the materials that it develops for use with Client. All materials developed and used by The Kaleidoscope Group shall be the exclusive property of Kaleidoscope and the Client agrees that it will not disclose any materials to a third party, except as may be required by law, rule or regulation, or use materials to conduct its own diversity services without the prior written consent of The Kaleidoscope Group. Any material specifically developed for client may be copied, distributed and reviewed by any employee of client without further charge.

Confidentiality: The Kaleidoscope Group shall regard as confidential and proprietary all client "internal use" and "confidential" information communicated to it by the client in connection with this work plan. The Kaleidoscope Group shall not, without client's prior written consent, at any time (a) use such information for any purpose other than in connection with this work plan for the benefit of the client or (b) disclose any portion of such information to third parties.

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



SOW – Triton College

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

Taxes: Kaleidoscope Group assumes full responsibility for the payment of all federal, state and local taxes incurred by Kaleidoscope Group as a result of this Agreement.

Authorized Agent: This Agreement is executed by an authorized representative of Triton College in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

Business Licenses: Kaleidoscope Group represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations.

Damages: In no event shall either Party be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings.

Non-Discrimination and Workplace Conduct: 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 Drug Free Workplace in conformance with applicable law.

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.

**AFFIRMED AND AGREED:
THE KALEIDOSCOPE GROUP, LLC**

By: _____

Printed Name: _____

Title: _____

Date: _____

TRITON COLLEGE

By: _____

Printed Name: Mark R. Stephens

Title: Board Chairman

Date: _____



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

Meeting of February 16, 2021

ACTION EXHIBIT NO. 16548

**SUBJECT: HEARTLAND BUSINESS SYSTEMS – PURCHASE OF COMPUTER
HARDWARE**

RECOMMENDATION: That the Board of Trustees approve the purchase of sixty eight (68) HP computers, sixty eight (68) Laptop computers and ten (10) computer monitors from Heartland Business Systems for the not-to-exceed amount of \$111,175.32.

RATIONALE: This computer equipment will be used for students and staff through the College and is a quantity less than the typical annual technology refresh, but will address replacement of the equipment that are the most out of date and in the highest need of replacement. Heartland Business Systems is the designated HP governmental and educational computer vendor for Triton College. Purchases of computer and data processing equipment are exempt from bidding by state statute.

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

HP EliteDesk 800 DM - 24" - Wireless KB/M (Auto Lab) x 10

Quote #238547 v1


Prepared For:
Triton Community College District 504

 Christopher Hordorwich
 2000 Fifth Avenue
 River Grove, IL 60171

P: (708) 779-4601

E: chrishordorwich@triton.edu

Prepared By:
Chicago Illinois Office

 Mauri Spampinato
 5400 Patton Drive Suite 4B
 Lisle, IL 60532

P: (630) 452-7382

E: mspampinato@hbs.net

Date Issued:
12.18.2020
Expires:
01.15.2021

Hardware/Software	Price	Qty	Ext. Price
CTO RCTO ELITEDESK 800 65W G5 DM AMS PC	\$715.00	10	\$7,150.00
CTO OS LOCALIZATION	\$0.00	10	\$0.00
CTO ES CERTIFIED	\$0.00	10	\$0.00
CTO WIN 10 HOME 64	\$0.00	10	\$0.00
CTO INTEL CORE I5-9500 I5/3.0 6C 65W	\$0.00	10	\$0.00
CTO 16GB 1X16GB DDR4 2666 SODIMM	\$0.00	10	\$0.00
CTO 256GB M.2 2280 PCIE NVME TLC SSD	\$0.00	10	\$0.00
CTO DM NO SATA HD BRKT G4 G5	\$0.00	10	\$0.00
CTO HDMI PT	\$0.00	10	\$0.00
CTO USB BUSSLIM KYBD	\$0.00	10	\$0.00
CTO MSE WD USB OPT	\$0.00	10	\$0.00
CTO INTEL 9560 AC 2X2 +BT 5 WW	\$0.00	10	\$0.00
CTO 90W EPSDM EXT PWRADPT	\$0.00	10	\$0.00
CTO 3/3/3 DM WTY	\$0.00	10	\$0.00
CTO 800 G5 DM CKIT	\$0.00	10	\$0.00
CTO SGL UNIT DM PACKAGING	\$0.00	10	\$0.00
CTO INTEL CFL-R CORE I5 VPRO LBL	\$0.00	10	\$0.00
Subtotal			\$7,150.00

Monitor and Keyboard/Mouse	Price	Qty	Ext. Price
23.8IN LCD 1920X1080 1000:1	\$165.00	10	\$1,650.00
Logitech MK320 2.4 GHz Wireless Desktop Set - USB Wireless RF Keyboard - 115 Key - Black - USB Wireless RF Mouse - Optical - Scroll Wheel - Black - Multimedia, Calculator, Media Player, Email Hot Key(s) - AA, AAA - Compatible with Computer (PC)	\$35.00	10	\$350.00
Subtotal			\$2,000.00

Services	Price	Qty	Ext. Price
	\$0.00	1	\$0.00

Quote Summary	Amount
Hardware/Software	\$7,150.00
Monitor and Keyboard/Mouse	\$2,000.00
Total:	\$9,150.00

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. QT.2020.v1.0

Acceptance	
Chicago Illinois Office	Triton Community College District 504
Mauri Spampinato	
_____ Signature / Name	_____ Signature / Name
12/18/2020	_____ Initials
_____ Date	_____ Date

800 G5 SFF 512 SSD 16GB with HDMI x 36
Quote #237863 v1

Prepared For:
Triton Community College District 504

 Christopher Hordorwich
 2000 Fifth Avenue
 River Grove, IL 60171

P: (708) 779-4601

E: chrishordorwich@triton.edu

Prepared By:
Chicago Illinois Office

 Mauri Spampinato
 5400 Patton Drive Suite 4B
 Lisle, IL 60532

P: (630) 452-7382

E: mspampinato@hbs.net

Date Issued:
12.16.2020
Expires:
01.06.2021

Hardware		Price	Qty	Ext. Price
6BD64AV	CTO ELITEDESK 800 G5 SFF PC	\$795.00	36	\$28,620.00
4YH35AV#ABA	CTO OS LOCALIZATION	\$0.00	36	\$0.00
6CU48AV	CTO ELITEDESK 800PLA SFF 250W CHAS	\$0.00	36	\$0.00
6CV74AV	CTO WIN 10 HOME 64	\$0.00	36	\$0.00
6CW51AV	CTO INTEL CORE I5- 9500 3.0 6C 65W	\$0.00	36	\$0.00
6CW03AV	CTO 16GB 2X8GB DDR4 2666 DIMM	\$0.00	36	\$0.00
6CV45AV	CTO 512GB M.2 2280 PCIE NVME TLC SSD	\$0.00	36	\$0.00
6CU94AV	CTO HDMI PT	\$0.00	36	\$0.00
6EJ07AV#ABA	CTO USB BUSSLIM KYBD	\$0.00	36	\$0.00
6CV70AV	CTO MUS WD USB OPT	\$0.00	36	\$0.00
6CW89AV	CTO 9.5 DVDWR 8 6G 3SFF 4G 4 MT SFF	\$0.00	36	\$0.00
6CW97AV#ABA	CTO 3/3/3 SFF WTY	\$0.00	36	\$0.00
6CW28AV#ABA	CTO 800 G5 SFF CKIT	\$0.00	36	\$0.00
6CW85AV	CTO SGL UNIT SFF G4/G5 PACKAGING	\$0.00	36	\$0.00
7AL74AV	CTO INTEL CFL-R CORE I5 VPRO LBL	\$0.00	36	\$0.00
			Subtotal	\$28,620.00

Quote Summary	Amount
Hardware	\$28,620.00
Total:	\$28,620.00

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSflex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. QT.2020.v1.0

Acceptance

Chicago Illinois Office

Triton Community College District 504

Mauri Spampinato

Signature / Name

12/16/2020

Date

Signature / Name

Initials

Date

HP EliteDesk 800 DM (Interactive Room) x 14

Quote #238546 v1


Prepared For:
Triton Community College District 504

 Christopher Hordorwich
 2000 Fifth Avenue
 River Grove, IL 60171

P: (708) 779-4601

E: chrishordorwich@triton.edu

Prepared By:
Chicago Illinois Office

 Mauri Spampinato
 5400 Patton Drive Suite 4B
 Lisle, IL 60532

P: (630) 452-7382

E: mspampinato@hbs.net

Date Issued:
12.18.2020
Expires:
01.15.2021

Hardware/Software	Price	Qty	Ext. Price
CTO RCTO ELITEDESK 800 65W G5 DM AMS PC	\$715.00	14	\$10,010.00
CTO OS LOCALIZATION	\$0.00	14	\$0.00
CTO ES CERTIFIED	\$0.00	14	\$0.00
CTO WIN 10 HOME 64	\$0.00	14	\$0.00
CTO INTEL CORE I5-9500 I5/3.0 6C 65W	\$0.00	14	\$0.00
CTO 16GB 1X16GB DDR4 2666 SODIMM	\$0.00	14	\$0.00
CTO 256GB M.2 2280 PCIE NVME TLC SSD	\$0.00	14	\$0.00
CTO DM NO SATA HD BRKT G4 G5	\$0.00	14	\$0.00
CTO HDMI PT	\$0.00	14	\$0.00
CTO USB BUSSLIM KYBD	\$0.00	14	\$0.00
CTO MSE WD USB OPT	\$0.00	14	\$0.00
CTO INTEL 9560 AC 2X2 +BT 5 WW	\$0.00	14	\$0.00
CTO 90W EPSDM EXT PWRADPT	\$0.00	14	\$0.00
CTO 3/3/3 DM WTY	\$0.00	14	\$0.00
CTO 800 G5 DM CKIT	\$0.00	14	\$0.00
CTO SGL UNIT DM PACKAGING	\$0.00	14	\$0.00
CTO INTEL CFL-R CORE I5 VPRO LBL	\$0.00	14	\$0.00
	Subtotal		\$10,010.00

Quote Summary	Amount
Hardware/Software	\$10,010.00
Total:	\$10,010.00

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. QT.2020.v1.0

Acceptance

Chicago Illinois Office

Triton Community College District 504

Mauri Spampinato

Signature / Name

12/18/2020

Date

Signature / Name

Initials

Date

HP 450 G8 x 68
Quote #237966 v1

Prepared For:
Triton Community College District 504

 Christopher Hordorwich
 2000 Fifth Avenue
 River Grove, IL 60171

P: (708) 779-4601

E: chrishordorwich@triton.edu

Prepared By:
Chicago Illinois Office

 Mauri Spampinato
 5400 Patton Drive Suite 4B
 Lisle, IL 60532

P: (630) 452-7382

E: mspampinato@hbs.net

Date Issued:
12.10.2020
Expires:
01.07.2021

Hardware/Software	Price	Qty	Ext. Price
HP ProBook 450 G8 15.6" Notebook - Intel Core i5 (11th Gen)	\$752.99	68	\$51,203.32
HP Care Pack - 3 Year Extended Warranty - Service	\$70.00	68	\$4,760.00
Service - 9 x 5 - Service Depot - Technical - Physical Service			
	Subtotal		\$55,963.32

Quote Summary	Amount
Hardware/Software	\$55,963.32
Total:	\$55,963.32

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Acceptance
Chicago Illinois Office
Triton Community College District 504

Mauri Spampinato

Signature / Name

12/10/2020

Date

Signature / Name

Initials

Date

HP z1 i7 16GB - Base Video x 8

Quote #236906 v1


Prepared For:
Triton Community College District 504

 Christopher Hordorwich
 2000 Fifth Avenue
 River Grove, IL 60171

P: (708) 779-4601

E: chrishordorwich@triton.edu

Prepared By:
Chicago Illinois Office

 Mauri Spampinato
 5400 Patton Drive Suite 4B
 Lisle, IL 60532

P: (630) 452-7382

E: mspampinato@hbs.net

Date Issued:
12.16.2020
Expires:
12.22.2020

Hardware/Software	Price	Qty	Ext. Price
6ME29AV CTO RCTO Z1 TWR G5 ENT WKS	\$929.00	8	\$7,432.00
4YQ39AV#ABA CTO OS LOCALIZATION	\$0.00	8	\$0.00
6NR28AV CTO ELITEDESK 800GOL500W TWR JBK CHAS	\$0.00	8	\$0.00
6NW06AV CTO WIN 10 HOME 64 ADV	\$0.00	8	\$0.00
6NV82AV CTO INTEL CORE I7-9700 3.0 8C 65W	\$0.00	8	\$0.00
6NW29AV CTO 16GB 2X8GB DDR4 2666 DIMM	\$0.00	8	\$0.00
7QT03AV CTO NO ADPT NEEDED	\$0.00	8	\$0.00
6NS49AV CTO 512GB M.2 2280 PCIE NVME TLC SSD	\$0.00	8	\$0.00
6NR59AV CTO NO NEED FOR OPT PT	\$0.00	8	\$0.00
6NU32AV#ABA CTO USB BUSSLIM KYBD	\$0.00	8	\$0.00
6NW01AV CTO MUS WD USB OPT	\$0.00	8	\$0.00
6NW44AV CTO INTEL AX200 AX2X2 NVP + BT5 WW	\$0.00	8	\$0.00
6NW78AV CTO 9.5 DVDWR G3 800/600 TWR	\$0.00	8	\$0.00
6NW90AV#ABA CTO 3/3/3 TWR WTY	\$0.00	8	\$0.00
6NR61AV#ABA CTO 800 G5 TWR CKIT	\$0.00	8	\$0.00
6NV98AV CTO SGL UNIT TWR G4 G5 PACKAGING	\$0.00	8	\$0.00
6NW64AV CTO INTEL CFL-R CORE I7 LBL	\$0.00	8	\$0.00
Subtotal			\$7,432.00

Quote Summary	Amount
Hardware/Software	\$7,432.00
Total:	\$7,432.00

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. QT.2020.v1.0

Acceptance

Chicago Illinois Office

Triton Community College District 504

Mauri Spampinato

Signature / Name

12/16/2020

Date

Signature / Name

Initials

Date

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

Meeting of February 16, 2021

ACTION EXHIBIT NO. 16549

SUBJECT: 247 (INTELLIRESPONSE) AGREEMENT RENEWAL

RECOMMENDATION: That the Board of Trustees approve a three year renewal Agreement with 247 (previously Intelliresponse) for their website virtual agent. This renewal will extend the original three year agreement (AE# 15500 approved February 17, 2015), but will align the renewals with the Fiscal Year. The renewal will run from February 18, 2021 through June 30, 2024. The cost will be \$37,813 for the first sixteen month renewal and \$27,500 in Fiscal Year 2022 and Fiscal Year 2023 for a total cost of \$92,813.

RATIONALE: The 247 website virtual agent is a self-service software that simplifies the process of finding answers to a wide range of student questions by parsing natural language questions and matching them with the correct answer. Customers can rate answers to help the platform evolve, and analytics about the type of questions being asked help inform the College of the questions that students have.

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

**AMENDMENT #1
TO SERVICES SCHEDULE #1**

This Amendment #1 (“**Amendment**”) to Services Schedule #1 is made and entered into as of January 29, 2021 (the “**Amendment Effective Date**”), notwithstanding the actual dates of the parties signatures hereon, and is by and between Triton College (“**Company**”) and [24]7.ai, Inc., as successor in interest to IntelliResponse Systems Inc. (“**Vendor**” or “[24]7”). Any capitalized terms not defined herein shall have the meaning prescribed to them in the MSA or Services Schedule (defined below).

WHEREAS, Company and Vendor have previously entered into a Master Services Agreement made as of January 27, 2015 (the “**MSA**”) that contemplates the execution of one or more services schedule(s); and,

WHEREAS, Company and Vendor have previously entered into a Services Schedule #1 made as of February 18, 2015 (the “**Services Schedule**”); and,

WHEREAS, Company and Vendor desire to amend the aforementioned Services Schedule as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, Company and Vendor agree to amend as follows:

1. The “**Term**” Section within the Services Schedule shall be deleted in its entirety and replaced with the following:

“**Term**: The “**Term**” is comprised of the following:

- (a) “**Initial Term**”: February 18, 2015 to February 17, 2021.
- (b) “**Extended Term**”: February 18, 2021 to June 30, 2024.

”

2. The “**Payment**” Section within the Services Schedule shall be deleted in its entirety and replaced with the following:

“**Payment**: Initial Term Fees. The Fees for the Services performed during the Initial Term shall be invoiced and paid annually upfront at the rates described above, which are \$35,000 for the first year and \$27,500 for each year thereafter.

Extended Term Fees. The Fees for the Services performed during the Extended Term will be invoiced up to thirty (30) days prior to the start of the next service period, at the same annual rate, based on the following schedule:

- Fees due for service period February 18, 2021 to June 30, 2022: \$37,813
- Fees due for service period July 1, 2022 to June 30, 2023: \$27,500
- Fees due for service period July 1, 2023 to June 30, 2024: \$27,500

All amounts due or paid are non-refundable.

”

3. The “**Renewal**” Section within the Services Schedule shall be deleted in its entirety and replaced with the following:

“Renewal: At the end of the Initial Term, this Services Schedule will automatically renew for the Extended Term (defined above), unless terminated earlier in accordance with the MSA. At the end of the Extended Term, the parties may extend this Service Schedule only by written mutual agreement.

”

4. Except to the extent expressly modified herein, all terms and conditions contained in the MSA and Services Schedule shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, the representatives of the parties signing below represent that they are duly authorized to execute this Amendment as of the Amendment Effective Date.

TRITON COLLEGE

[24]7.AI, INC.

Signature: _____

Signature: _____

Name: Mark R. Stephens

Name: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

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

Meeting of February 16, 2021


ACTION EXHIBIT NO. 16550

**SUBJECT: RENEWAL OF MEMORANDUM OF UNDERSTANDING WITH
SOUTHERN ILLINOIS UNIVERSITY**

RECOMMENDATION: That the Board of Trustees approve the renewal of the Memorandum of Understanding with Southern Illinois University. This renewal extends the previous agreement approved by the Board on 9/26/2017. Once both parties have fully executed, the MOU is effective for a two (2) year term which may thereafter be renewed or extended for subsequent two (2) year terms. Either Party may terminate this MOU with 90 days advance written notice. There is no cost to Triton College.

RATIONALE: This Memorandum of Understanding with Southern Illinois University and Triton College will continue to provide Triton students and community members the ability to further their higher education endeavors and bachelor degree completion at Triton. This program offers study in Industrial Management and Applied Engineering through Southern Illinois University course and program offerings, as a partner in Triton's University Center. This Agreement has been reviewed and edited by the Triton College attorney and changes are accepted by Southern Illinois University.

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

MEMORANDUM OF UNDERSTANDING

BETWEEN

SOUTHERN ILLINOIS UNIVERSITY

AND

TRITON COLLEGE

This Memorandum of Understanding ("MOU") is entered into this 1st day of December, 2020, ("Effective Date") by and between COMMUNITY COLLEGE DISTRICT 504, doing business as Triton College ("Triton"), and THE BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, a body politic and corporate of the State of Illinois, by and on behalf of Southern Illinois University Carbondale ("SIUC").

WHEREAS, Triton, as part of its mission to promote higher education and educational opportunities throughout the community, enters into Memoranda of Understanding with four (4) year institutions; and

WHEREAS, SIUC, as part of its mission to promote higher education and educational opportunities, desires to create a relationship with Triton through this MOU to facilitate the enrollment of Triton students at SIUC; and

WHEREAS, Triton and SIUC have discussed the particulars of this relationship and have determined that mutual cooperation is in the best interests of all Parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the Parties set forth herein and the mutual benefits to be gained by the performance thereof and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree as follows:

I. Introduction

The MOU formally recognizes that SIUC and Triton will cooperate in providing educational opportunities for currently enrolled and potential students of each institution. Both institutions agree to facilitate the transfer of Triton course credits towards a SIUC degree program without jeopardizing the intended mission and stated goals of either institution. As a result of this MOU, students will be given the opportunity to further their higher education pursuits by continuing their program of study through the SIUC course and program offerings held on Triton's campus.

II. Purpose

This MOU creates a relationship between SIUC and Triton to include SIUC as a participant at the Triton College University Center. SIUC shall be provided use of Triton facilities for administrative offices and classrooms as made available by Triton to support the delivery of course and program offerings for a **Bachelor of Science in Industrial Management and Applied Engineering** ("Program"). The Parties may add additional course and program offerings by a mutually agreed amendment to this MOU. SIUC will provide Triton the necessary expertise, experience, articulation and transfer guides, resources and promotional materials available for the Program at no cost to Triton.

III. Transfer of Course Credit

1. The Parties agree that, subject to the terms and conditions of this MOU, it is their intent to facilitate the transfer of credits between SIUC and Triton. Accordingly, college level coursework required for an Associate's degree at Triton will transfer to SIUC as follows: (a) Students who have been admitted to SIUC and have not received an Associate's degree from Triton will have all coursework evaluated on a course-by-course basis; and (b) Triton students who have received an Associate's degree will be considered to have completed all general education requirements of the Program and will be admitted with junior status as provided in the State of Illinois Compact Agreement.
2. The Program requirements as established by the SIUC Undergraduate Catalog will determine the specific requirements for the Program. Students who follow the Program policies and successfully complete the Program requirements outlined in the SIUC Undergraduate Catalog for their designated catalog year, which is assigned by SIUC at matriculation, shall be deemed to have met all academic requirements for the completion of the Program Bachelor's degree. SIUC and Triton agree to review and update the transfer guides annually.
3. Each institution will designate an individual, in writing, to serve as a liaison for the purpose of monitoring this MOU pursuant to the time period set forth below.
4. All college level course credit awarded from Triton with a grade of 'D' or better will be accepted for transfer into SIUC for the Program. Transfer of credits shall not exceed the maximum transfer credit allowed for the Program, as stated in the SIUC Undergraduate Catalog and applicable SIUC transfer guides. As set forth in the applicable SIUC transfer guides, certain Triton courses will be accepted by SIUC as upper division courses with a grade of 'C' or higher.

5. Triton students pursuing their Program Bachelor's degree through SIUC will receive academic advising, registration and program information through the SIUC offices located on site at Triton's University Center. Such students will attend SIUC solely on site at Triton's campus throughout the duration of their enrollment at SIUC, subject to financial feasibility based on student enrollment data as determined by SIUC in its sole and absolute discretion.

IV. Services SIUC shall provide to Triton

1. SIUC will provide Program information to Triton students seeking information on pursuing their degree with SIUC in the Triton University Center offices located on Triton's campus.
2. SIUC will develop an academic plan for Triton students admitted to SIUC for Program degree completion that is consistent with the offerings and requirements of an Associate's degree program at Triton College.
3. SIUC will show Triton as an affiliate on its website and other appropriate printed and electronic materials.
4. SIUC will provide eligible undergraduate students with Program degree completion options, including information on Triton courses.
5. SIUC will provide the Program to Triton students in the area as set forth above entirely on site at Triton; provided however that this requirement shall be subject to financial feasibility based on student enrollment data as determined by SIUC in its sole and absolute discretion. Class size will be mutually agreed upon by the parties and shall be consistent with the requirements of each institution's accrediting agencies.
6. SIUC will develop surveys to assist Triton in determining interest levels in SIUC degree programs at no cost to Triton.
7. SIUC will provide updated catalogs annually, as soon as available, to the representative at Triton. Until such time as new catalogs are provided, the terms and conditions stated in the previous catalog shall be used for advising and course planning.
8. SIUC shall designate an individual to serve as a representative for the purpose of monitoring this MOU. SIUC shall notify Triton of the person's name and contact information prior to the onset of classes each semester.

V. Services Triton shall provide to SIUC

1. Triton will assist SIUC by distributing available printed materials provided by SIUC and advising current and potential Triton students of SIUC programs through the Triton Counseling Department.
2. Triton will include transfer information on Triton's website and will update SIUC information on its website as soon as practicable.
3. Triton will list SIUC on its website, and in its catalogs, as an affiliate organization.
4. Triton will provide SIUC with space including one office, furnishings, telephone and internet access, within the Triton University Center facilities and classroom space on the Triton campus at no cost to SIUC. Notwithstanding the foregoing, it is understood by the Parties that SIUC provides the following furnishings on its own behalf: two desks, four office chairs, desktop computer with two monitors, HP all-in-one printer/copier/scanner, four file cabinets, two storage cabinets, and coat rack.
5. Triton will assist in the distribution of surveys developed by SIUC to assess the academic profile of Triton students.
6. Triton will provide SIUC staff parking, access to common areas, and other services commonly provided to Triton partners at the College University Center.
7. Triton shall designate an individual to serve as a representative for the purpose of monitoring this MOU and notify SIUC of the person's name and contact information prior to the onset of classes each semester.

VI. Services Triton shall provide to SIUC students of the University Center

1. All students, whether enrolled at Triton or SIUC, will be required to have identification from their respective institution in order to take advantage of the following services and privileges. SIUC will be responsible for providing identification to their students and will be responsible for reimbursement should items be damaged or unreturned.
 - a. Community and reciprocal library privileges that allow students to take out general circulation materials from the Triton library and use of the electronic databases;
 - b. Use of all desktop computers in the Educational Technology Resource Center (ETRC) and Library; and
 - c. Use of anatomy models in the Academic Success Center (ASC) as such models may be required for academic programs.

VII. Student Disciplinary Process

SIUC will be responsible for ensuring that their students comply with policies, regulations and rules of their institution. In the event of a disciplinary matter, the applicable rules and policies of the student's home institution shall apply.

VIII. FERPA Provision:

The Parties acknowledge and agree that the terms of this MOU may result in the disclosure of personally identifiable information from student education records protected from disclosure and re-disclosure by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Accordingly the Parties agree as follows: (1) that any provision of protected student information pursuant to this MOU shall be in accordance with FERPA and its implementing regulations; (2) that should either institution receive from the other personally identifiable student record information it shall not release that information to any other party without the prior, written consent of the eligible student or as otherwise expressly permitted by FERPA; and (3) that each Party shall limit its use of such student record information to the purpose for which the disclosure was made.

IX. Licensing & Accreditation

1. Both Parties shall maintain all necessary and required accreditations with the appropriate accreditation agencies. Each partner shall cooperate in providing information and documentation necessary for the accreditation process. In the event either Party's accreditation is revoked or otherwise limited, this MOU may be terminated immediately upon written notice. In the event of such termination for loss of accreditation, all participating students shall be accommodated to the extent possible at the institution that remains appropriately accredited.
2. 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.

X. Term

This MOU shall commence on the Effective Date of this Agreement and shall continue for a period of five (5) years. In the event this MOU expires during an academic semester, all enrolled students shall be permitted to complete the then current semester under the terms and conditions stated herein.

XI. Termination

Either Party may terminate this MOU upon 90 days advance written notice. All students enrolled in a joint SIUC-Triton program shall be permitted to complete the then current semester under the terms and conditions stated herein provided, however, that no new students shall be admitted to the Program following receipt of the aforementioned written notice of termination. This MOU is effective only under the condition that both transferring institutions maintain current accreditation by a regional accrediting association as recognized by the U.S. Department of Education. If either institution loses its accreditation, it shall notify the other institution in writing and this MOU will immediately terminate. In the event of such a termination, the institution that remains properly accredited shall accommodate students of the other institution to the extent possible.

XII. Trademarks/Service Marks

1. SIUC or Triton may use the other Party's name or logo in published materials (i.e. website and catalog) to reference this MOU. SIUC grants to Triton a nonexclusive license to use the trademarks, service marks, trade names and logos of Southern Illinois University Carbondale (the "Marks") in any advertising, marketing or promotional materials in connection with Triton's marketing and promotion of academic courses and programs pursuant to this MOU. Triton grants to SIUC a nonexclusive license to use Triton's trademarks, service marks, trade names and logos (the "Marks") in any advertising, marketing or promotional materials in connection with SIUC's marketing and promotion of academic courses and programs pursuant to this MOU.
2. Notwithstanding the foregoing Section XII(1), the content and text of any and all advertising, marketing or promotional information or materials regarding the academic courses or programs provided pursuant to this MOU or that otherwise use the Marks of the other Party must be approved by each Party in writing prior to the release of any such written information. The request for use of a Party's Marks shall not be unreasonably denied or withheld and the failure of a Party to respond to a written request shall be deemed an approval after ten (10) business days.
3. Either Party shall have the right to withdraw its prior approval for any use of its Marks by providing written notice. In such event, the other Party agrees to take all reasonable steps to cease use of the objected material as soon as possible. The licenses granted herein are personal, and shall not include the right of either Party to grant sublicenses to use the Marks.

4. Upon termination or expiration of this MOU, each Party will promptly cease and desist its use of the other Party's name, logo, mark or any other likeness in any and all written materials of any kind, and shall refrain from representing orally or in writing, that it is affiliated with the other Party.

XIII. Indemnification

1. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, SIUC agrees to hold harmless and indemnify Triton, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the gross misconduct or negligent acts or omissions of SIUC, its officers, agents or employees, under this MOU.
2. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, Triton agrees to hold harmless and indemnify SIUC, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against SIUC, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the gross misconduct or negligent acts or omissions of Triton, its officers, agents or employees, under this MOU.

XIV. Insurance

Each Party shall maintain, either commercially or through a self-insurance program, professional and general liability insurance for personal injury and property damage caused by negligent acts or omissions of its employees, agents and officers in minimum coverage amounts of \$2,000,000 per occurrence or \$5,000,000 in aggregate. Certificates of insurance shall be provided by each Party naming the other as an additional insured for the purposes of this MOU.

XV. Notice

All notices and other communications hereunder shall be given in writing and shall be deemed given as of the date of delivery. If mailed, notice shall be sent first class, postage prepaid, certified or registered mail, return receipt requested and becomes effective upon confirmed delivery. Notice will be delivered or sent to the Parties' respective addresses and to the attention of the person set forth below.

If to: Southern Illinois University Carbondale (SIUC)

Director, Technology Off-Campus Degree Programs
Southern Illinois University Carbondale
1230 Lincoln Drive, Mail Code 6603
Carbondale, IL 62901

cc: Executive Director, SIU Extended Campus
Southern Illinois University Carbondale
850 Lincoln Drive, Mail Code: 6513
Carbondale, IL 62901
agreements@siu.edu

If to: Triton College (Triton)

Susan Campos, Vice President of Academic Affairs
Triton College
2000 Fifth Avenue
River Grove, Illinois 60171
susancampos@triton.edu

cc: Kusper & Raucci Chartered
33 North Dearborn Street
Suite 1530
Chicago, Illinois 60602

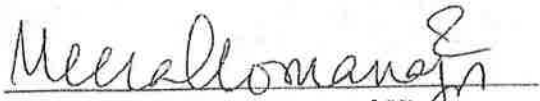
XVI. General Terms and Conditions

1. No agreements concerning the transfer or exchange of any asset of either Party is intended or implied by this memorandum. SIUC and Triton are separate and independent institutions of higher education and by this MOU both will continue to operate as separate institutions. The authorized administrators of SIUC and Triton are authorized to sign, prepare and implement plans of action and procedures necessary to affect this MOU in their official capacities only. None of the benefits of employment with one institution shall be deemed given or transferred to the employees of the other institutions, including worker's compensation insurance or the accrual of tenure.
2. In no event shall Triton or SIUC be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings.

3. Each Party assumes full responsibility for the payment of all federal, state and local taxes it incurs as a result of this MOU.
4. This MOU 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 MOU.
5. 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, rule or regulation. Each Party certifies that it is an equal opportunity employer.
6. Each Party certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
7. Each Party certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.
8. This MOU and any dispute arising thereunder shall be governed by and construed in accordance with the substantive laws of the State of Illinois without regard to any conflict of law provisions thereof. The exclusive venue for the resolution of formal disputes shall be a court of competent jurisdiction within the State of Illinois. All claims against SIUC are subject to the Illinois Court of Claims Act.
9. This MOU represents the entire understanding of the Parties and supersedes any prior agreements, oral or written, between the Parties regarding the subject matter herein.
10. Any modifications or amendments to, or extensions or renewals of, this MOU must be in writing and signed by authorized agents of both Parties in order to be effective.
11. The provisions of this MOU are severable. If any term or other provision of this MOU is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this MOU shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this MOU so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.
12. Time is of the essence in the performance of this MOU.

IN WITNESS WHEREOF, the respective Parties hereto have executed this MOU.

BOARD OF TRUSTEES OF SOUTHERN
ILLINOIS UNIVERSITY



Meera Komarraju, Provost and Vice
Chancellor for Academic Affairs for
Austin A. Lane, Chancellor
Southern Illinois University Carbondale

Date: Nov. 17, 2020

BOARD OF TRUSTEES OF
TRITON COLLEGE

Mark R. Stephens
Board Chairman

Date: _____

SIU Approved as to Legal Form

Douglas J Mc
Carty

Digitally signed by Douglas J
Mc Carty
Date: 2020.04.13 16:18:55
-05'00'

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

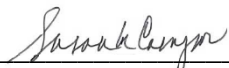
Meeting of February 16, 2021

ACTION EXHIBIT NO. 16551

SUBJECT: PROGRAM ADDENDUM WITH RESURRECTION MEDICAL CENTER

RECOMMENDATION: That the Board of Trustees approve the Program Addendum between Resurrection Medical Center and Triton College. This Addendum to the original Education Affiliation Agreement, (AE#15420 approved August 19, 2014) will become effective once executed by both parties and thereafter automatically renew for one year periods. The Agreement and Addendum may be terminated at any time by either party without cause or penalty by providing written notice of non-renewal or termination to the other party at least three (3) months in advance of the next start of the next educational program. At time of cancellation, if applicable and reasonably feasible, enrolled students will be allowed to complete their educational activities. There is no cost to the college for this Agreement or the Addendum.

RATIONALE: This Program Addendum will enable students in Triton College's Basic Nurse Assistant and Patient Care Technician programs to participate in educational courses and clinical rotations at Resurrection Medical Center. This is Resurrection Medical Center's Addendum.

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

Board Officers' Signatures Required:

Mark R. Stephens Chairman	Elizabeth Potter Secretary	Date
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Related forms requiring Board signature: Yes No

PROGRAM ADDENDUM

By and between Triton College (“**School**”), and Resurrection Medical Center (“**Presence Facility**”) an Illinois not-for-profit corporation.

I. Program Summary

PROGRAM NAME:	Patient Care Technician/Basic Nurse Assistant
SCHOOL/COLLEGE DEPARTMENT:	Health Careers and Public Service
SCHOOL LIAISON NAME AND CONTACT INFO:	Name: Dean Pam Harmon Phone: 708-456-0300 x3712 Email: pamelaharmon@triton.edu
HOSPITAL LIAISON:	Name: Phone: Email:
CLINICAL INSTRUCTOR(S) (If applicable)	Name: Sandra Bowling, RN, BSN or As Arranged Phone: 708-456-0300 x3767 Email: sandrabowling@triton.edu
NUMBER OF STUDENTS:	To be determined
NAMES OF STUDENTS: (Attach additional sheet if necessary)	

- II. Program Competencies and Program Schedule are attached as **Schedule A** and specifically incorporated by reference.
- III. This Program Addendum is subject to the terms and conditions contained in the Education Affiliation Agreement.

IN WITNESS WHEREOF, the parties have caused this Program Addendum # (to be executed in their respective corporate names by duly authorized officers, to be effective as of the Effective Date.

PRESENCE FACILITY

an Illinois not-for-profit corporation

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PRESENCE FACILITY

HOSPITAL LIAISON

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SCHOOL

Triton College

Signature: _____

Printed Name: Mark R. Stephens

Title: Board Chairman

Date: _____

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

Meeting of February 16, 2021

ACTION EXHIBIT NO. 16552

**SUBJECT: APPROVAL OF SITE USAGE AGREEMENT WITH
THE COOK COUNTY DEPARTMENT OF PUBLIC HEALTH
- CONFIRMATION OF BOARD POLL**

RECOMMENDATION: That the Board of Trustees approve the confirmation of Board Poll for a site usage Agreement with the Cook County Department of Public Health (CCDPH) to perform clinical activities (COVID-19 vaccinations) in response to the pandemic. CCDPH will administer vaccinations Monday through Saturday by appointment only. This Agreement shall be effective upon execution by both parties and shall expire one (1) year from date of execution. The Agreement may renew for one (1) year periods for up to four (4) subsequent one (1) year periods with approval of both parties. Any Party may terminate this Agreement by providing at least thirty (30) days advance written notice to the authorized agent of the other Party. Additionally, CCDPH may terminate this Agreement immediately in the event that (i) National Guard personnel are recalled from the Site or (ii) notice from the State of Illinois that it will cease supplying CCDPH with COVID-19 vaccine.

RATIONALE: Cook County Department of Public Health will use the site identified as T156 and T160 along with adjacent support rooms, enabling Cook County to administer COVID-19 vaccinations to the public. This Agreement is an example of how Triton College fulfills its mission to serve its communities. (A Board Poll was conducted on January 26, 2021 with a unanimous vote of 7-0; with the Student Trustee voting "yes".)

Sean Sullivan

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

Board Officers' Signatures Required:

_____	_____	_____
Mark R. Stephens	Elizabeth Potter	Date
Chairman	Secretary	
Related forms requiring Board signature: Yes X	No <input type="checkbox"/>	

**SITE USE AGREEMENT
BETWEEN
THE COOK COUNTY DEPARTMENT OF PUBLIC HEALTH
AND
ILLINOIS COMMUNITY COLLEGE DISTRICT 504**

This **Site Use Agreement (“Agreement”)** is made and entered into between the **County of Cook**, an Illinois body politic and corporate, through its **Cook County Health and Hospitals System**, doing business as **Cook County Health (“CCH”)**, on behalf of its **Cook County Department of Public Health (“CCDPH”)**, and **Community College District 504, commonly known as Triton College (“Entity”)**, as the owner of the Site(s) stated in Exhibit A (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, CCDPH, a System Affiliate of CCH, with its principal place of business located at 7556 Jackson Boulevard, Forest Park, IL 60130, is the local public health department certified by the Illinois Department of Public Health (“IDPH”) to serve all of suburban Cook County, Illinois, except those areas served by another IDPH-certified local health department; and

WHEREAS, Entity is a **Community College** organized and operating under the laws of the State of Illinois, with its principal place of business located at **2000 Fifth Ave., River Grove, IL 60171**; and

WHEREAS, Entity owns the building and grounds located at Site(s) listed in Exhibit A; and

WHEREAS, CCDPH wishes to arrange for the use of multiple locations throughout suburban Cook County for possible use in performing Clinical Activities in response to a Public Health Emergency; and

WHEREAS, an effective response to a Public Health Emergency may require the cooperative efforts of many individuals and entities, both governmental and private, including, but not limited to, local public health departments, health providers, local law enforcement, fire departments, municipalities, local government entities, school districts, colleges and universities; and

WHEREAS, Entity agrees to permit CCDPH to use Site for the performance of Clinical Activities as defined herein in response to a Public Health Emergency.

NOW, THEREFORE, in consideration of the foregoing recitals, as well as the mutual agreements hereinafter set forth, the sufficiency and adequacy of which is hereby acknowledged, Entity and CCH/CCDPH hereby agree as follows:

I. INCORPORATION OF RECITALS

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

II. TERM AND TERMINATION

A. Term. This Agreement shall be effective upon execution by both parties and shall expire one (1) year from date of execution. This Agreement may renew for one (1) year periods for up to four (4) subsequent one (1) year periods with approval of both parties.

B. Termination. Any Party may terminate this Agreement by providing no less than thirty (30) days advance written notice to the authorized agent of the other Party; provided, however, CCDPH may terminate this Agreement immediately in the event (i) National Guard personnel are recalled from the Site or (ii) notice from the State of Illinois that it will cease supplying CCDPH with COVID-19 vaccine.

C. Immediate Termination. Notwithstanding the Termination provision set forth in section II(B) above,

CCDPH may immediately terminate this Agreement related to legislative, funding, governmental and/or other administrative factors.

III. DEFINITIONS

- A. **“Clinical Activities”** shall mean those public health functions performed at Site by CCDPH in response to or in preparation for a public health related event. Clinical Activities may include, but are not limited to, physical assessments, epidemiological investigations, minor medical treatments, and the dispensing or administration of medications and vaccinations, including medications and vaccinations made available under an Emergency Use Authorization.
- B. **“Emergency Use Authorization”** shall mean a mechanism to facilitate the availability and use of medical countermeasures, including vaccines, during a declared Public Health Emergency. Under an Emergency Use Authorization, the Food and Drug Administration (“FDA”) may allow the use of unapproved medical products, or unapproved uses of approved medical products in an emergency to diagnose, treat, or prevent serious or life-threatening diseases or conditions when certain statutory criteria have been met, including that there are no adequate, approved, and available alternatives.
- C. **“Public Health Emergency”** shall mean the actual or anticipated threat of harm to the public’s health and safety due to the exposure or potential exposure to hazardous biological, chemical, or radiological agent(s) or other emerging public health threat(s). Public Health Emergency shall include, but not limited to, instances in which a disaster has been declared by governmental authorities.
- D. **“Site”** shall mean the physical location, designated in Exhibit A, attached here to and made a part hereof. Entity agrees to permit CCDPH to use the Site in performing Clinical Activities in response to a Public Health Emergency.

IV. RESPONSIBILITIES OF CCDPH

- A. **Responsibility for Clinical Activities.** CCDPH shall be solely responsible for the performance and oversight of all Clinical Activities at the Site.
- B. **Furniture, Supplies, Medication and Equipment.** CCDPH shall provide furniture, medications, supplies, and equipment necessary to conduct its Clinical Activities at the Site.
- C. **Safety and Security.** If necessary, when utilizing the Site pursuant to this Agreement, CCDPH may arrange for on-Site protection/security services to safeguard clinical supplies and police protection with local law enforcement agencies including, but not limited to, municipal police departments and the Cook County Sheriff’s Department. Entity’s security, if any, may provide assistance at the discretion of Entity.
- D. **Use of Site.** CCDPH shall use its best efforts to provide as much advance notice as is feasible with regard to its need for the use of the Site. CCDPH acknowledges that the Site may be in use for other purposes and agrees that it shall endeavor to minimize disruption of the activities regularly scheduled to occur at the Site. In the event that Entity incurs any additional costs or expenses as a result of CCDPH use, including but not limited to overtime required for additional Entity personnel hours, such costs and expenses shall be the responsibility of CCDPH. Entity shall advise CCDPH of such costs and expenses in writing, prior to incurring or obligating such costs and expenses. Reimbursement shall be provided within Net 30 days of receipt of a properly submitted invoice. Entity is on notice that invoices are required to comply with and be submitted in accordance with Cook County Code of Ordinances Sections 34-310 and 34-311.
- E. **Removal of Medical Waste.** CCDPH shall remove from Site all medical waste, including but not limited to hazardous medical waste, generated by the Clinical Activities conducted by CCDPH according to applicable Federal, state and local requirements.
- F. **Site Alterations.** CCDPH shall not make any alterations to Site without the written approval of Entity. In the event of any damage to Site, reasonable wear and tear excepted, CCDPH shall be solely responsibility for any necessary repair or replacement. Such repair shall be completed by Entity and CCDPH shall provide reimbursement for all expenditures. Entity shall advise CCDPH of such expenditures in writing, prior to incurring or obligating such costs and expenses. Reimbursement shall be provided within Net 30 days of receipt of a properly submitted invoice.
- G. **Insurance.** CCDPH shall maintain professional and general liability insurance coverage for all

participating staff, employees and volunteers with appropriate and reasonable policy limits for any and all events arising from or related to the use of Entity property as a vaccination site. CCH/CCDPH's insurance obligations may be satisfied through a program of self-insurance and the associated endorsements for additional insured. Coverage shall be extended to Entity as required by the terms and conditions stated herein.

V. RESPONSIBILITIES OF ENTITY

- A. Site Designation.** Entity agrees to allow CCDPH to use that portion of the Site as described in Exhibit A, together with reasonable parking, ingress and egress, in order to conduct Clinical Activities. CCDPH will not use, or permit any use of the Site by its agents and employees, which is inconsistent with the terms and purposes of this Agreement, unless agreed to by both parties
- B. Availability of Site.** Entity shall make the Site available to CCDPH from 6:00 am to 10:00 pm, 7 days a week in connection with the Clinical Activities, beginning on a date mutually agreed to by the Parties.
- C. Furniture and Equipment.** Entity shall allow CCDPH to use the facilities available at Site in conducting its Clinical Activities including, but not limited to, classrooms and restrooms. However, any damage beyond reasonable wear and tear to any Entity property or fixtures shall be repaired or replaced at CCDPH's sole expense pursuant to the terms established in Section IV(F).
- D. Standard Janitorial and Waste Removal.** Entity shall be responsible for providing standard cleaning and janitorial services, which shall include removal of non-medical/non-hazardous materials waste. Such services shall be provided on the Entity's standard daily maintenance schedules.

VI. LIAISONS

CCDPH and Entity have each identified a primary liaison together with their respective emergency and daily contact information, as set forth on Exhibit B attached hereto. These individuals shall be authorized to act on behalf of the parties to plan for and facilitate the implementation of this Agreement and to provide and receive information pursuant to this Agreement.

VII. CONFIDENTIALITY

The parties shall comply with all applicable laws relating to the confidentiality of any individual health information generated, created or reviewed in connection with the activities set forth in this Agreement including but not limited to: the Health Insurance Portability and Accountability Act of 1996, as amended (the "Act"), including the federal privacy regulations (the "Privacy Rule") and security regulations (the "Security Rule") promulgated pursuant to the Act and codified in the Code of Federal Regulations ("C.F.R.") at 45 C.F.R. parts 160 and 164 (collectively, "HIPAA") and the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations (collectively, "HITECH"). The parties shall maintain the confidentiality of, and refrain from disclosing, personally identifiable health information except as permitted by law.

VIII. FEDERAL FUNDING

Expenses of CCDPH in relation to this Agreement may be funded in whole or in part by Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funding. In signing this Agreement Entity acknowledges such assistance may be used and agrees and/or certifies Entity will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives, as applicable, including but not limited to, 2 CFR § 200.

IX. RESPONSIBILITY FOR OPERATIONS

It is understood and agreed that each party to this Agreement is responsible for the activities of its employees and agents and for maintaining its own insurance, self-insurance programs, workers' compensation programs or occupational disease benefit programs, with respect to its own activities. It is the intent of the parties that neither party to this Agreement shall be liable for any negligent or wrongful act chargeable to the other. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties nor shall it be construed to create or increase

liability of either party beyond that which is otherwise imposed upon it by law.

X. MISCELLANEOUS

The following terms shall also apply with respect to the provisions of this Agreement:

- A. Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral agreements between the parties regarding the subject matter hereof. This Agreement shall not be amended except by written agreement of the authorized agents of the parties. CCH/CCDPH may enter into amendments to this Agreement, provided that no such amendment may result in the imposition of any payment obligation upon the County, CCH or CCDPH without the approval of the Cook County Board of Commissioners and/or the CCH Board of Directors.
- B. Media Relations.** Entity shall notify CCDPH regarding any media inquiries or presentations. Entity agrees that any communication to the media and/or public regarding this Agreement and the activities to be performed pursuant to this Agreement shall be made by the CCDPH Director of Public Relations.
- C. Marketing; Use of Names.** No party shall utilize the name, logo, image or creative content relating to another party nor disclose the fact of this engagement to third parties, for purposes unrelated to the performance of this Agreement except as expressly approved in writing by the other party.
- D. No Third Party Beneficiaries.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties only.
- E. Liability.** Neither party assumes any liability for the acts or omissions of the other under this agreement, including, but not limited to, the acts and omissions of a party or its officers, employees, subcontractors, volunteers, agents, licensees, or invitees in their performance of professional activities including, but not limited to, the duties as described under this Agreement. In the event of a claim, each party shall be responsible for its own defense. Nothing in this section shall limit the immunity from liability available to either or both Parties under the Public Readiness and Emergency Preparedness Act ("PREP Act"), as applicable, for the dispensing and/or administration of medications and vaccinations as countermeasures to diseases, threats and conditions, including those made available under an Emergency Use Authorization.
- F. Indemnification.** CCDPH will indemnify, defend and hold harmless Entity, its trustees, directors, officers, employees, agents and other representatives as well as their respective heirs, successors and assigns (individually, an "Entity Indemnified Party" and, collectively, the "Entity Indemnified Parties") from and against any and all losses, liabilities, fines, fees, penalties, costs (including reasonable attorneys' and other professionals' fees and costs of investigation and litigation), expenses, damages, interest, settlement payments, awards and judgments (collectively, "Losses") in connection with any claim, demand, suit, action, or civil, criminal or administrative proceeding ("Indemnification Claim") arising out of or related to: (a) the negligence or willful misconduct of CCDPH or its officers, employees, agents, or subcontractors in the course of furnishing Services or Deliverables or otherwise performing under this Services Agreement; or (b) any breach of this Agreement by or on behalf of CCDPH or its officers, employees, agents, or subcontractors.

Entity will indemnify, defend and hold harmless CCDPH/CCH and County and their respective commissioners, directors, officers, employees, agents and other representatives as well as their respective heirs, successors and assigns (individually, a "CCH Indemnified Party" and, collectively, the "CCH Indemnified Parties") from and against any and all losses, liabilities, fines, fees, penalties, costs (including reasonable attorneys' and other professionals' fees and costs of investigation and litigation), expenses, damages, interest, settlement payments, awards and judgments (collectively, "Losses") in connection with any claim, demand, suit, action, or civil, criminal or administrative proceeding ("Indemnification Claim") arising out of or related to: (a) the negligence or willful misconduct of Entity or its officers, employees, agents, or subcontractors in the course of furnishing Services or Deliverables or otherwise performing under this Services Agreement; or (b) any breach of this Agreement by or on behalf of Entity or its officers, employees, agents, or subcontractors.

Both Parties, as entities and on behalf of their 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. Relationship of the Parties.** CCH/CCDPH and Entity are independent contractors for purposes of this Agreement. Nothing contained in this Agreement nor any act of the parties is intended to nor shall be construed by any person or entity to create any relationship of partners, joint venture or any other relationship between CCH/CCDPH and Entity other than that of independent contractors.
- H. Governing Law.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the state of Illinois. All disputes shall be resolved in the Circuit Court of Cook County.
- I. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.
- J. Headings.** The headings to the sections of this Agreement are included only for the convenience of the parties and will not have the effect of defining, diminishing or enlarging the rights of the parties or affecting the construction or interpretation of any portion of this Agreement.
- K. Nondiscrimination.** There shall be no unlawful discrimination or treatment because of race, ethnicity, color, religion, sex, sexual orientation, gender identity, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, citizenship status, physical or mental disability or any other legally protected classification or group or because of actual or perceived association with such classification or group in the implementation of this Agreement.
- L. Compliance with the Law.** In the performance of this Agreement, Entity, their employees, and agents shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders and all filing, license and permit requirements. Entity shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Entity shall obtain at their own expense, all licenses and permissions necessary for the performance of this Agreement.
- M. Drafting of Agreement.** Despite the possibility that one party or its attorneys have prepared a draft of this Agreement or portions thereof, the parties agree that none of them shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision herein may be ambiguous, no such provisions shall be construed in favor of one party on the ground that such provision was drafted by another party.
- N. Notices.** All notices shall be in writing, sent by certified mail and by email, and shall be addressed as indicated below:

To Entity:


Attention: Sarie Winner
 Title: College Council
 Entity: Kusper & Raucci Chartered
 Address: 30 North LaSalle Street
 City, State, Zip: Chicago, IL 60602
 Email: sariekeller@gmail.com

To CCDPH:

Kiran Joshi, MD MPH
 Senior Medical Officer and Co-Lead
 Cook County Department of Public Health
 7556 Jackson Boulevard
 Forest Park, IL 60130
 Fax: (708) 633-2030
 Email: kjoshi@cookcountyhhs.org

IN WITNESS WHEREOF, the parties agree to the above terms and have caused this Agreement to be signed by their duly authorized representatives, in their official capacities only:

FOR ENTITY:

Signature: 
Name: Mark R. Stephens
Title: Board Chairman
Entity: Triton College District 504

Date: _____

FOR COOK COUNTY HEALTH/COOK COUNTY DEPARTMENT OF PUBLIC HEALTH:

DocuSigned by:
Israel Rocha, Jr.
8D79E21FA4494DE...

January 27, 2021

Date: _____

Israel Rocha, Jr.
Chief Executive Officer
Cook County Health

Acknowledged by:

_____ Date: _____

Cook County Department of Public Health

EXHIBIT A:

**DESCRIPTION OF PREMISES WITHIN SITE
TO BE USED FOR CLINICAL ACTIVITIES BY CCDPH**

(To be completed by Entity)

Site #	Site Name	Address (Street number and Name)	City	State	Zip Code	Description of portion of Site CCDPH is permit to use
1.	Triton College District 504	2000 Fifth Ave, East Campus	River Grove	IL	60171	T156
2.	Triton College District 504	2000 Fifth Ave, East Campus	River Grove	IL	60171	T160 only available until 7/1/2021
3.						
4.						
5.						
6.						

EXHIBIT B:

LIAISON IDENTIFICATION

FOR CCH/CCDPH:

CCDPH Contact

Full Name:
Address:

City, State, Zip:
Phone:
Fax:
Cell:
Email:

CCDPH Contact on Clinic Dates

Full Name:
Address:

City, State, Zip:
Phone:
Fax:
Cell:
Email:

For ENTITY:

(Please identify the liaison for each Site in Exhibit A)

Site #1:
Full Name: John Lambrecht
Entity Name: Triton College
Address: 2000 Fifth Ave
City, State, Zip: River Grove, IL 60171
Phone: 708-779-4048
Fax: 708-583-3101
Pager:
Cell: 312-310-7811
Email: johnlambrecht@triton.edu