



**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, March 16, 2021 at 6 p.m.

Agenda

Tuesday, March 16, 2021

- I. CALL TO ORDER** March 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 February 16, 2021, No. 11](#)
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**

XIII. NEW BUSINESS**A. Action Exhibits**

[16553 Budget Transfers](#)

[16554 Certificate of Final Completion and Authorization of Final Payment for the Main Entrance Concrete Stair Replacement – A Building Project](#)

[16555 Four-Year Tuition Increase Plan](#)

[16556 Five-Year Tuition Increase Plan for Select Health Career Programs](#)

[16557 Wireless Hotspot Service](#)

[16558 Intergovernmental Agreement with the University of Illinois](#)

[16559 Approval and Release of Closed Session Minutes of the Board of Trustees](#)

[16560 Destruction of Closed Session Verbatim Recordings](#)

[16561 Curriculum Committee Recommendations](#)

[16562 Emergency Contracting with Larry's Plumbing for Underground Piping Replacement – Confirmation of Board Poll](#)

[16563 2019-2024 Negotiated Agreement with Full-Time Police Illinois Council of Police \(ICOPS\)](#)

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***Administrative Contract Renewals**

- Garrick Abezetian, Associate Vice President of Athletics and Athletic Activities
- Derrell Carter, Associate Vice President of Communications and Institutional Advancement
- Michael Garrity, Associate Vice President of Information Systems
- Paul Jensen, Associate Vice President of Academic Innovation and Workforce Education
- Joseph Klinger, Associate Vice President of Human Resources
- John Lambrecht, Associate Vice President of Facilities
- Andrea Bangura, Dean of Students
- Jennifer Davidson, Dean of Business and Technology
- Humberto Espino, Assistant Vice President of Technology and Innovation
- Pamela Harmon, Dean of Health Careers & Public Service Programs
- Denise Jones, Dean of Retention & Student Engagement
- Kevin Li, Dean of Arts & Sciences
- Jacquelyn Lynch, Dean of Adult Education
- Hilary Meyer, Dean of Academic Success
- Purva Rushi, Executive Director, Strategic Planning and Accreditation
- Kurian Tharakunnel, Executive Director of Research & Institutional Effectiveness

- Sam Tolia, Director of Marketing Services
- Raquel Cotuno, Director of Grants Compliance
- James Reynolds, Executive Director of Finance
- Colleen Rockafellow, Executive Director of Business Operations
- Derek Salinas-Lazarski, Associate Dean of Arts and Sciences
- Ricardo Segovia, Associate Dean of College Readiness
- Christina Skasa, Director of Grants and Pre-Award Operations
- Ken Smith, Director of Admissions
- Shelley Tiwari, Director of Faculty Development and Student Success
- Patricia Zinga, Associate Dean of Enrollment Services
- Brenda Jones Watkins, Special Assistant to the President
- Jessica Rubalcaba, Director of Business Services
- Katie Rullo, Assistant Dean of Continuing Education
- Susan Campos, Vice President of Academic Affairs
- Jodi Koslow Martin, Vice President of Enrollment Management and Student Affairs
- Sean Sullivan, Vice President of Business Services

XIV. COMMUNICATIONS – INFORMATION

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

XV. ADJOURNMENT

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

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees, held in the Triton College Boardroom and via public teleconference, to order at 7:00 p.m. All provisions for conducting this meeting remotely were followed in compliance with the Open Meetings Act and current Executive Orders, with Chairman Stephens, President Mary-Rita Moore, and others present in the 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 (attending via telephone), Mr. Rich Regan, Mr. Mark Stephens, Ms. Diane Viverito.

APPROVAL OF BOARD MINUTES

Mr. Johnson made a motion, seconded by Mr. Regan, to approve the minutes of the Regular Board Meeting of January 26, 2021.

Roll Call Vote:

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

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

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

Christyn Senese of Norridge addressed the Board regarding Faculty negotiations, asking that the teams be allowed to meet virtually/remotely for everyone's safety during the pandemic.

Myrna LaRosa of Melrose Park addressed the Board regarding Faculty negotiations, asking that the union leadership be able to meet with administration virtually.

Maureen Musker of Oak Park addressed the Board regarding Faculty negotiations, asking that the negotiations be allowed to proceed virtually for everyone's safety.

Vice President of Business Services Sean Sullivan commented that labor law states negotiations must take place in person. There was discussion about the precautions being taken on campus, including focused cleaning, upgraded HVAC filtration, following all CDC guidelines, mask wearing, and social distancing.

Chairman Stephens thanked the Faculty for sharing their thoughts and concerns, and asked Administration to continue to work with Faculty to come up with a solution that everyone is comfortable with.

REPORTS/ANNOUNCEMENTS – Employee Groups

Faculty Association President Leslie Wester reported that the initial negotiation meeting with Administration went very well, but they haven't met a second time. She stated that it was a compromise for the Faculty to meet in person and they believed there was an understanding for the second meeting to occur virtually.

STUDENT SENATE REPORT

TCSA President Megan Sroka reported that TCSA and clubs are meeting virtually, and there are many activities taking place in celebration of Black History Month.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito reported that the committee met earlier this month, went over items pertaining to academic and student affairs, and asks the Board for their support of the items.

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on February 3, reviewed ten new business items, and forwarded nine new business items to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

None.

PRESIDENT'S REPORT

President Mary-Rita Moore reported that faculty and staff continue to support students in a positive college experience, noting that over 300 laptops and 120 hot spots have been made available to students. Registration for summer started this week.

CHAIRMAN'S REPORT

Chairman Mark Stephens reported that administration has identified \$9 million in budget encumbrances so the college isn't in the situation of rifting employees because of state funding cuts. He explained that the \$2 million required to be placed in trust for the CDB Parking Lot Project, as discussed last month, will come from these funds.

In honor of Black History Month, Mr. Stephens articulated his admiration of Dr. Martin Luther King Jr. and reflected on his character as a man who put himself on the line every day in advocating for his beliefs.

Mr. Stephens expressed pride in partnering with the Cook County Department of Public Health in serving the community through the COVID-19 vaccination center on Triton's campus. He complimented the CCDPH on their professionalism and courtesy in operating the center and providing this service.

NEW BUSINESS

ACTION EXHIBITS

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

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

In order to inform students and obtain their feedback, this action exhibit was modified to cover only one year, with a \$5 raise in tuition for in-district, \$10 for out-of-district, and \$15 for out-of state for Fall, 2021. The remaining four years were tabled until students have been allowed to provide input.

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

Mr. Johnson made a motion to approve the Action Exhibits, including the revisions to Action Exhibit 16546, seconded by Ms. Viverito.

Roll Call Vote:

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

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 \$736,012.66.

Roll Call Vote:

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

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

CLOSED SESSION

Mr. Casson 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. Regan.

Roll Call Vote:

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

Motion carried 7-0 with the Student Trustee voting yes. The Board went into Closed Session at 8:00 p.m.

RETURN TO OPEN SESSION

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

Roll Call Vote:

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

Absent: Mrs. Potter.

Motion carried 6-0 with the Student Trustee voting yes. The Board returned to Open Session at 9:14 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve pages 1 through 4 of the Human Resources Report, items 1.1.01 through 1.5.01.

Roll Call Vote:

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

Absent: Mrs. Potter.

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

2.0 Adjunct Faculty

Mr. Regan made a motion, seconded by Mr. Casson, to approve pages 5 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, Mr. Regan,
Ms. Viverito, Mr. Stephens.

Absent: Mrs. Potter.

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

3.0 Administration

Page 8 of the Human Resources Report, items 3.1.01 and 3.2.01, are first reading items, with no vote required.

4.0 Classified, Police & Engineers

Ms. Viverito made a motion, seconded by Mrs. Bickel, to approve page 9 of the Human Resources Report, items 4.1.01 and 4.2.01.

Roll Call Vote:

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

Absent: Mrs. Potter.

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

5.0 Mid-Management

Ms. Viverito made a motion, seconded by Mr. Casson, to approve page 10 of the Human Resources Report, items 5.1.01 and 5.2.01.

Roll Call Vote:

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

Absent: Mrs. Potter.

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

6.0 Hourly Employees

Ms. Viverito made a motion, seconded by Mr. Casson, to approve pages 11 and 12 of the Human Resources Report, items 6.1.01 through 6.3.08.

Roll Call Vote:

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

Absent: Mrs. Potter.

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

7.0 Other

Mr. Johnson made a motion, seconded by Mrs. Bickel, to approve page 13 of the Human Resources Report, items 7.1.01 through 7.2.01.

Roll Call Vote:

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

Absent: Mrs. Potter.

Motion carried 6-0 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. Regan.

Roll Call Vote:

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

Absent: Mrs. Potter.

Motion carried 6-0 with the Student Trustee voting yes. Chairman Stephens adjourned the meeting at 9:20 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 March 16, 2021

ACTION EXHIBIT NO. 16553

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 2/1/21 to 2/28/21**

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
EDUCATION FUND					
1	Music	01-10100525-530900010	Music	01-10100525-540400005	\$ 3,890.00
2	Assessment Services	01-30200505-550100005	Assessment Services	01-30200505-540600005	60.00
3	VP Academic Affairs	01-80100560-590900000	VP Academic Affairs	01-80100560-530900010	10,550.00
4	Grant Office	01-80900530-590900089	Grant Office	01-80900530-540200005	951.00
TOTAL EDUCATION FUND					\$ 15,451.00
TOTAL PROPOSED BUDGET TRANSFERS					\$ 15,451.00

Budget Transfer Form

Dollar Amount \$3890

From what Budget Account 01 10100525 530900010 Object Code Description other contractual services

To what Budget Account 01 10100525 540400005 Software upgrades

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

Grant Accountant? _____ Include Attachments: Yes No

Rationale:

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

Due to current stay at home orders due to Covid-19 less funds are needed to pay individual contractors for public concert performances during FY21.

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

These funds will pay, in part, to upgrade computer software in J-203 (Music computer classroom) to current standards to improve the quality of instruction to our students.

Required Signatures

Requestor Dennis Menamara@gmail.com 2/9/2021
DocuSigned by: 41E8F6E4276041E

Cost Center Manager Dennis Menamara@gmail.com 2/10/2021
DocuSigned by: 41E8F6E4276041E

Associate Dean (If Applicable) Ric Segovia 2/10/2021
DocuSigned by: EFA0CEB7ED0E410

Dean (If Applicable) Kevin Li 2/10/2021
DocuSigned by: 4E837E29024400

Associate Vice President Paul Jensen 2/12/2021
DocuSigned by: F18C006B1074DE

Area Vice President Susan Campos 2/12/2021
DocuSigned by: F03A151F8B4T405

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: PR

Exec. Dir. of Bus. Operations: CR

VP of Business Services: Lobna 2/12/21

Entered by: B5430 DS 2/17/21

Budget Transfer Form

Dollar Amount \$60.00

From what Budget Account 01 30200505 550100005 Object Code Description Meeting Expense

To what Budget Account 01 30200505 540600005 Object Code Description Publication & Dues

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

Grant Accountant? _____ Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Funds for meeting expense can be reduced due to virtual meeting options being available due to COVID.

Explain specifically why additional funds are needed in the receiving account:
 Our National College Testing Association annual membership dues are \$300. Due to encumbered funds, we only currently have \$240 available in this budget line.
 This membership is necessary in order to retain our Testing Center's national certification.

Required Signatures

Requestor Brent Damsy 2/3/2021

Cost Center Manager Brent Damsy 2/3/2021

Associate Dean (if Applicable) _____

Dean (if Applicable) Denise Jones 2/5/2021

Associate Vice President Hilary Meyer 2/5/2021

Area Vice President Jodi Koslow Martin 2/5/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 2/8/21

Entered by: B5423 DS 2/10/21

Budget Transfer Form

Dollar Amount \$10,550

From what Budget Account 01 80100560 590900000 Object Code Description other Expenditures

To what Budget Account 01 80100560 530900010 Object Code Description other Contractual Services

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

Grant Accountant? _____ Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 The Vice President of Academic Affairs is charged with supporting faculty in online course development.

Explain specifically why additional funds are needed in the receiving account:
 Funds are needed to compensate faculty for their online course development.

Required Signatures

Requestor Cassandra Ramirez 12/10/2020
DocuSigned by: 27209658F107484

Cost Center Manager Susan Campos 12/10/2020
DocuSigned by: FC3A451F8841495

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Paul Jensen 12/11/2020
DocuSigned by: 815C0008B1074DE

Area Vice President Susan Campos 12/11/2020
DocuSigned by: FC3A451F8841495

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: MP

Exec. Dir. of Bus. Operations: CR

VP of Business Services: Jan 2/12/21

Entered by: BS428 DS 2/17/21

Budget Transfer Form

Dollar Amount ~~\$550,428~~ \$951.00

From what Budget Account 01 80900530 590900089 Object Code Description Grant Manager Discretionary

To what Budget Account 01 80900530 540200005 Printing

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

Grant Accountant? _____ Include Attachments: Yes No

Rationale:
Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 The Grant Manager Discretionary line has \$32,864.44 funds available. Not all the funds will be needed for the remainder of the fiscal year.

Explain specifically why additional funds are needed in the receiving account:
 Funds are needed to cover promotional postcards to be sent to the households for the Title V Connect 2 College Summer Bridge Program. The Title V grant currently does not allow recruiting or marketing materials; however, it is imperative to the project that students are recruited to participate in the Summer program.

Required Signatures

Requestor DocuSigned by: Norma Villasenor 2/11/2021
745022F07604494...

Cost Center Manager DocuSigned by: Raquel Coturo 2/11/2021
45050335C7F5433...

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President DocuSigned by: Derrell Carter 2/12/2021
229E93F2B09402...

Area Vice President DocuSigned by: Mary-Rita Moore 2/18/2021
83A01294E203E402...

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 2/22/21

Entered by: B5436 DS 2/22/21

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

Meeting of March 16, 2021

ACTION EXHIBIT NO. 16554

**SUBJECT: CERTIFICATE OF FINAL COMPLETION AND AUTHORIZATION OF
FINAL PAYMENT FOR THE MAIN ENTRANCE CONCRETE STAIR
REPLACEMENT – A BUILDING PROJECT**

RECOMMENDATION: That the Board of Trustees approve the Certificate of Final
Completion and Final Payment Application of \$15,000.53 for the Main Entrance Concrete Stair
Replacement Project – A Building. The project cost was \$477,201.47.

RATIONALE: Operations and Maintenance has reviewed the Certificate of Final Completion,
Final Waiver of Lien, and Final Payment Application. Original contract amount was
\$485,313.66; total project cost was \$477,201.47. The project came in under budget by \$8,112.19

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 CERTIFICATE FOR PAYMENT

Invoice #: 20460

To Owner: Triton College
2000 N Fifth Avenue

Project: 219030- Triton College - Main Entrance
Concrete Stair Replacement

Application No. : 4

Distribution to :

Owner

Architect

Contractor

River Grove, IL 60171

Period To: 12/31/2020

From Contractor: Berglund Construction
8410 S South Chicago Avenue
Chicago, IL 60617

Via Architect: ARCON Associates, Inc.
2050 South Finley Rd Ste 40
Lombard IL 60148

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

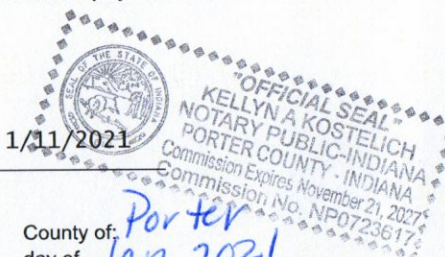
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates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

1. Original Contract Sum	\$485,313.66
2. Net Change By Change Order	-\$8,112.19
3. Contract Sum To Date	\$477,201.47
4. Total Completed and Stored To Date	\$477,201.47
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$477,201.47
7. Less Previous Certificates For Payments	\$462,200.94
8. Current Payment Due	\$15,000.53
9. Balance To Finish, Plus Retainage	\$0.00

CONTRACTOR: Berglund Construction

By: Jack Tribbia

Date: 1/11/2021



State of: Indiana
Subscribed and sworn to before me this 11th
Notary Public:
My Commission expires: Kellyn Kostelich

County of: Porter
day of Jan 2021
11-21-27

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 \$15,000.53

J. Lawrence

02/16/2021

(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: Gayare Petrella

Date: 2/11/2021

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.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$8,112.19
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$8,112.19
Net Changes By Change Order	-\$8,112.19	

Certificate of Final Acceptance

Project:
Main Entrance Concrete Stair Replacement
Building A
Triton College
2000 Fifth Ave.
River Grove, IL 60171

Architect: ARCON Associates

Contractor:
Berglund Construction Company
8410 S. Chicago Avenue
Chicago, IL 60617

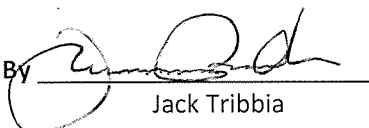

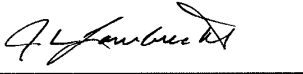
Contract Date: 4/5/2019

Date of Issuance: 12/2/2020

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	Berglund Construction Company	By 	Date <u>1.29.21</u>
Architect	ARCON Associates, Inc.	By 	Date <u>2/6/21</u>
Owner	Triton College	By 	Date <u>2/07/2021</u>
Owner	Triton College	By _____ Mark R. Stephens Board Chairman	Date _____

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

Meeting of March 16, 2021

ACTION EXHIBIT NO. 16555

SUBJECT: FOUR-YEAR TUITION INCREASE PLAN

RECOMMENDATION: That the Board of Trustees approve a proposed four-year tuition increase, beginning with Fall 2022 through Fall 2025. This Fall 2021, in-district tuition rate will be \$138 per credit hour. In Fall 2022, in-district tuition will increase by \$5 to \$143 with subsequent \$5 increases, Fall 2023 (\$148), Fall 2024 (\$153), and Fall 2025 (\$158). Each fall out-of-district tuition will increase by \$10 and out-of-state tuition by \$15. See attached schedule for details. Non-contractual Continuing Education "E" courses will follow the credit hourly tuition rate while maintaining Board-approved exceptions.

RATIONALE: This exhibit was presented in February, however, it was delayed until student input was received. That has now been completed and the exhibit is presented again for approval. Continuing losses of state funding requires Triton to review all revenue sources in order to maintain a competitive and quality position with local markets and to support the continuation of college-wide academic programming. By approving this four-year plan, it will better allow for fiscal planning by both students and the college Administration.

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

**Four Year Tuition and Fee Plan
Effective Fall 2022 - 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
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

*Fall 2021 Tuition was approved at February 2021 Board meeting**

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

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

Meeting of March 16, 2021

ACTION EXHIBIT NO. 16556

SUBJECT: FIVE-YEAR TUITION INCREASE PLAN FOR SELECT HEALTH CAREER PROGRAMS

RECOMMENDATION: That the Board of Trustees approve the proposed five-year tuition increase for select Health Career programs, effective Fall 2021 through Fall 2025. Current in-district tuition rate for these programs is \$205 per credit hour. Beginning with Fall 2021, the in-district tuition rate will increase by \$15 to \$220 per credit hour with subsequent \$15 increases in Fall 2022 (\$235), Fall 2023 (\$250), Fall 2024 (\$265), and Fall 2025 (\$280). Out-of-district tuition will increase by \$27 each fall and out-of-state tuition by \$32. (The first year (Fall 2021) semester, only the out-of-state tuition amount will increase by \$32.22 in order to adjust the tuition to an even dollar amount). Non-contractual Continuing Education “E” courses will follow the credit hourly tuition rate while maintaining Board-approved exceptions. See attached schedule for details. The tuition increase plan has been discussed with the academic leadership and we have received input from students about this plan.

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

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

**Health Careers Five Year Tuition Plan
Effective Fall 2021 - Fall 2025**

Beginning Term	In-District Tuition	Increase	Out-of-District Tuition	Increase	Out-of-State Tuition	Increase
Current	\$205	-	\$370.00	-	\$434.78	-
Fall 2021	\$220	\$15	\$397	\$27	\$467	\$32.22
Fall 2022	\$235	\$15	\$424	\$27	\$499	\$32
Fall 2023	\$250	\$15	\$451	\$27	\$531	\$32
Fall 2024	\$265	\$15	\$478	\$27	\$563	\$32
Fall 2025	\$280	\$15	\$505	\$27	\$595	\$32

Tuition in above Chart are Per Credit Hour

Programs linked to Health Careers Tuition:

Diagnostic Medical Sonography (DMS)

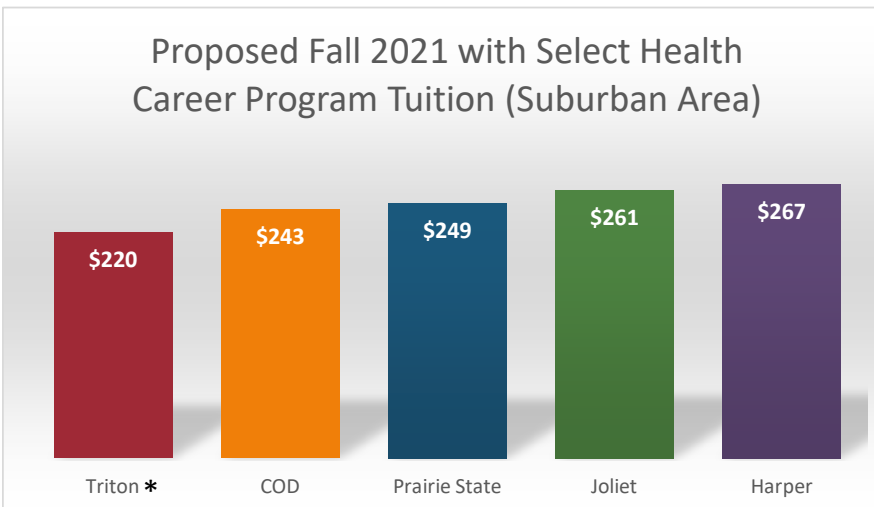
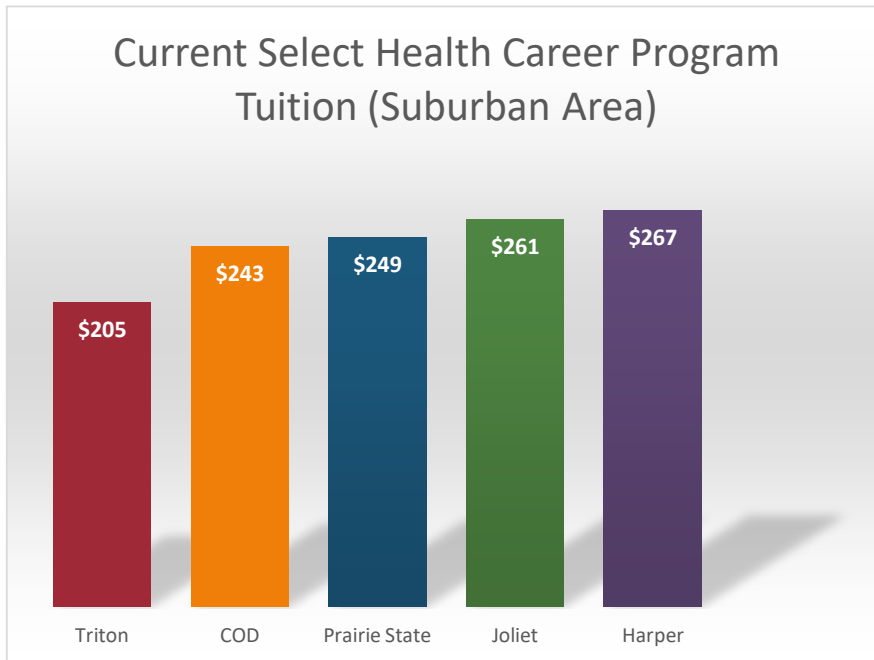
Nursing (NUR)

Radiologic Technology (RAS)

Surgical Technology (SRT)

Tuition Rates per Credit Hour for Select Health Career Programs

Current		Proposed Fall 2021	
Triton	\$205	Triton	\$220
COD	\$243	COD	\$243
Prairie State	\$249	Prairie State	\$249
Joliet	\$261	Joliet	\$261
Harper	\$267	Harper	\$267



***Triton with proposed \$15.00 increase in Fall 2021-2025 compared to all other schools staying level**

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

Meeting of March 16, 2021

ACTION EXHIBIT NO. 16557

SUBJECT: WIRELESS HOTSPOT SERVICE

RECOMMENDATION: That the Board of Trustees authorize contracting with T-Mobile USA, Inc. for 112 mobile hotspots utilized by Triton College students with internet access needs effective immediately. The total cost of the 24 month term will be completely funded by the Governors Emergency Education Relief Fund (GEER grant). The total expense must be prepaid under the terms of the grant. The total expenditure will not exceed \$77,145.60.

RATIONALE: As part of our efforts to provide support to students taking classes in remote and online settings, the ICCB approved the purchase of 112 hotspots and data plans through the Governors Emergency Education Relief Fund (GEER grant). These students do not have access to reliable internet service. Utilizing the T-Mobile Government pricing, the hot spot devices are obtained at no charge, and the monthly charge per device is \$28.70/month, for unlimited usage. The term of this Agreement is 24 months.

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



Connect Home

- 24 month Agreement
- \$28.70/mo per line of service
- FREE Hotspot (Franklin T9 or Alcatel LinkZone2)
- Unlimited 4G LTE Data

PLEASE NOTE THE FOLLOWING:

- Implementation teams will label and kit all devices for deployment
- Management portal to allow district admin to monitor usage, suspend service, and restore service.
- School Admin will have access to Dedicated Government Care and our 24/7/365 Support
- Parents/Students have access to **toll-free number available to receive direct support** without authorization on the account for any questions or concerns related to the hotspots/TMO equipment. These users **will not** have access to any account holder information and will need to contact the school district for any account related inquiries.
- Here is a map of the coverage in your area: <https://www.t-mobile.com/coverage/5g-coverage-map>.

TRITON COLLEGE, District 504
Board of Trustees

Meeting of March 16, 2021

ACTION EXHIBIT NO. 16558

**SUBJECT: INTERGOVERNMENTAL AGREEMENT
WITH THE UNIVERSITY OF ILLINOIS (U OF I) – SHIELD PROGRAM**

RECOMMENDATION: That the Board of Trustees authorize an Intergovernmental Agreement (IGA) with the University of Illinois “SHIELD program” to provide a minimum of 5,000 COVID-19 screening kits for use, as determined by Triton. This IGA allows the College to utilize the same screening procedures that are utilized by the U of I and other surrounding institutions of higher education. This process has demonstrated a 99.8% accuracy rate with low incidents of false positives. The screening and lab work will be provided at no charge. There is an initial setup fee of \$5,000 and while this Agreement will expire on June 21, 2021, there is an anticipated extension through December 31, 2021 at no additional cost. The total Triton cost will not exceed \$10,000, which includes equipment, setup fee, and transportation of samples to the U of I designated lab.

RATIONALE: Triton’s first usage will be for student athletes who are currently participating in their seasons. The NJCAA and many opponents require documentation that an athlete has screened COVID-19 free before permitting participation. This program will allow screening for our student athletes, coaches and athletic personnel 2 times per week, on our campus, at a significant savings to the College. The program will be administered under the supervision of the Triton Health Services staff.

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

COVID-19 TESTING SUPPORT AGREEMENT

THIS COVID-19 TESTING SUPPORT AGREEMENT (“**Agreement**”) is made on this _____ day of _____, 2021 (“**Effective Date**”), by and between _____ (“**Customer**”) and The Board of Trustees of the University of Illinois (“**University**”). Customer and University may be referred to herein individually as a “**Party,**” and collectively as the “**Parties.**”

WITNESSETH

WHEREAS, University and Customer are both public entities of the State of Illinois;

WHEREAS, University provides coordination, logistics, order facilitation, billing, set-up help, results reporting and customer support for COVID-19 testing using University’s rapid rtPCR testing methodology (the “**U of I Test Method**”), and connects customers with testing laboratories and collection sites to simplify COVID-19 testing for workplaces, schools, universities, and other institutions;

WHEREAS, Customer desires to contract with University to facilitate access to COVID-19 testing services using the U or I Test Method for its employees, contractors, students, agents and/or others for whom Customer requires COVID-19 testing services to be performed (each, an “**End User**” and collectively, the “**End Users**”);

WHEREAS, University agrees to arrange for COVID-19 testing services using the U of I Test Method to be provided to Customer and its End Users and Customer agrees to accept such services on the terms and conditions set forth herein; and

WHEREAS, the Parties enter into this agreement pursuant to their authority under the Intergovernmental Cooperation Act, 5 ILS 220/ et seq.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

AGREEMENT

1. UNIVERSITY SERVICES. Throughout the term of this Agreement:

1.1. University shall use reasonable efforts to provide to Customer the services set forth in the Statement of Work attached hereto as Exhibit A (the “**Services**”). The Statement of Work will designate a primary contact for Customer who will be reasonably available to University for communications with University regarding the Services under the Statement of Work;

1.2. To provide the Services to Customer, the parties hereto acknowledge and agree that University contracts with laboratories, software providers and additional third-parties (collectively, “**Service Providers**”) to deliver to Customer specimen collection services, laboratory testing using the U of Test Method, and reporting of COVID-19 testing results using a designated software platform (the “**Results Platform**”). Provided Customer has secured Consents described in Section 2.1, University shall provide Customer with the End Users’ test results

consisting of a daily “flat file and call center report” with specified data elements. If Customer has secured the Consents, or has made testing of End User mandatory, University shall provide Customer with its End Users’ test results as soon as practicable after the University’s testing laboratory receives a specimen.

1.3. Such Service Providers are independent contractors of University;

1.4. University reserves the right to subcontract the performance of certain of its obligations under the Statement of Work to such Service Providers and to fulfill certain of its obligations under the Statement of Work by an affiliate without prior notice to Customer.

1.5. University represents and warrants that the Services and its “**University Policies and Procedures**” comply with all applicable federal and state laws.

2. DUTIES OF CUSTOMER. Throughout the term of this Agreement:

2.1. Customer shall be responsible for obtaining consents, including authorization and releases from End Users with respect the release of End Users’ test results and any other data to Customer, including where applicable, necessary consent from parents or guardians for those individuals who are under the age of majority (“**Consents**”). For the avoidance of doubt, Customer hereby represents and warrants to University that, prior to University’s performance of Services, including its arranging for COVID-19 testing services to be provided to Customer’s End Users, Customer has or will have initiated mandatory testing of End Users in a manner not requiring Consents, or obtained all necessary Consents for such testing, as well as all necessary Consents to release any and all test results to Customer, if University is so directed by Customer, and Customer further acknowledges and agrees that University may rely upon such representation and warranty;

2.2. Customer acknowledges that University does not control the actual performance of the Service Providers, and the Services may be delayed, frustrated, or made impossible due to circumstances that are unforeseeable or beyond the reasonable control of University, including but not limited to changes to legal requirements or guidance, availability of materials required for Services, and laboratory capacity. In such circumstances, University will inform Customer of any delays or other barriers and take commercially reasonable steps to resume delivery of the Services, including working with Customer to find an alternative Service Providers to perform the Services at no additional cost to Customer;

2.3. Customer acknowledges that that Services are provided “as-is”. Customer recognizes that there are inherent limitations to the COVID-19 testing process, including limitations of U of I Test Method, limitations due to collection methods, limitations introduced as a result of shipping or other delivery methodology, and other perhaps unforeseen limitations. Customer accepts these limitations in entering into this Agreement;

2.4. Customer agrees to use commercially reasonable efforts to cooperate with Service Providers in their performance of the Services, including following the University’s policies and procedures applicable to Customer, as may be amended from time to time (the “**University Policies and Procedures**”). University will: make University Policies and Procedures available to Customer in an accessible web-based format (the “**University Portal**”); notify Customer of changes to University Policies and Procedures; and provide accurate information in response to

any questions concerning ambiguity in data provided regarding End Users. All information provided to End Users by Customer regarding the testing procedures shall be true, correct, and accurate and in compliance with the University Policies and Procedures, and shall not be misleading or otherwise contain misrepresentations;

2.5. Customer covenants that it will not submit claims to, and will not otherwise seek reimbursement or payment from, any insurance, health plan or other commercial third party payor, or from Medicaid, Medicare, or any government payor, for any portion of the Services, whether provided by Service Providers or directly by University, unless authorized directly in writing by University; and

2.6. Customer covenants that it shall not make available or sell the U of I Test Method or University Policies or Procedures on its own to any third party and that the Services acquired herein are solely for Customer's use and not with a view to, or for resale in connection with, distribution to others at any time without the University's consent.

3. COMPENSATION.

3.1. As consideration for the Services arranged for or provided by University to Customer, Customer shall pay to University the fees as described on Exhibit A (the "Fees"). For the avoidance of doubt, Customer is solely responsible for compensating University (and not the Service Providers) for the Services provided and identified herein; University shall be solely responsible for compensating the Service Providers.

3.2. The Parties acknowledge that this Agreement is contingent on the University submitting an Emergency Use Authorization (EUA) application to the U.S. Food and Drug Administration (FDA) for distribution of the U of I Test Method. If University does not obtain an EUA from FDA, or equivalent legal authorization from FDA or another competent government authority, to distribute and perform the U of I Test Method by February 28, 2021, this contract is void and neither Party shall be obligated to the other for any liabilities, costs incurred, or services undertaken.

4. TERM AND TERMINATION.

4.1. Term. The initial term of this Agreement shall be effective as of the Effective Date and terminate on June 21, 2021. This Agreement may be extended by mutual written agreement of the Parties, which is deemed granted for interval testing programs, or earlier terminated in accordance with the terms of this Agreement.

4.2. Termination. Either Party may terminate this Agreement immediately upon breach of this Agreement by the other Party if said breach is not cured within (10) days of written notice of said breach to the breaching Party. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party. In the event of nonpayment of undisputed fees by Customer within the applicable payment period, University may, in its sole discretion, immediately terminate this Agreement.

4.3. Effects of Termination. Upon termination of this Agreement for any reason, with or without cause, no Party shall have any further obligation hereunder except for (i) obligations

accruing prior to the date of termination, and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement. University shall be entitled to payment of all fees or charges for services provided through the date of termination.

5. LIMITATION OF LIABILITY.

5.1. EXCEPT FOR DAMAGES ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER PARTY FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, REMOTE, EXEMPLARY, COLLATERAL, SPECULATIVE, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING ECONOMIC DAMAGES, DAMAGES ARISING OUT OF INJURY TO PERSONS OR PROPERTY, LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS, OR LOSS OF OPPORTUNITY) ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT OR THE BREACH OR ALLEGED BREACH HEREOF, REGARDLESS OF FAULT, REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF LEGAL THEORY OR BASIS.

5.2. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY DAMAGES OR OTHER AMOUNTS ARISING OUT OF, UNDER OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, OR THE BREACH OR ALLEGED BREACH HEREOF, SHALL NOT EXCEED FEES PAID IN CONNECTION WITH THE SERVICES UNDER WHICH SUCH LIABILITY AROSE.

5.3. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, UNIVERSITY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. ALL IMPLIED WARRANTIES AS TO SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

5.4. THE PARTIES ACKNOWLEDGE THAT THE FEES PAYABLE HEREUNDER ARE BASED IN PART ON THE LIMITATIONS CONTAINED IN THIS SECTION 5, AND THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

5.5. In the event that University fails to materially perform any Service in breach of this Agreement, Customer's sole and exclusive remedy shall be, upon reasonable notice to University, and at Customer's request, re-performance by University of such Service as soon as reasonably practicable at no additional cost to Customer or a refund of payment for Services not provided.

6. INDEMNIFICATION.

6.1. Indemnification Obligations. To the extent permitted by law and without waiving sovereign immunity, Customer and University will indemnify, defend and hold the other (including such Party's officers, directors, employees, volunteers, and agents) harmless from and against any and all losses, claims, suits, damages, liabilities and expenses based upon, arising out of or attributable to the negligent acts and or omissions of such indemnifying Party, its directors, officers, employees, volunteers and or agents and pertaining to the Services provided hereunder.

6.2. Procedures. If any claim covered by the foregoing indemnity shall be asserted against a Party, such Party shall notify the indemnifying Party promptly and tender its defense to

the indemnifying Party, in which case the indemnifying Party will provide qualified attorneys, consultants, and other appropriate professionals to represent the indemnified Party's interests at the indemnifying Party's sole expense. Notwithstanding anything herein to the contrary, should the indemnified Party choose to undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, the indemnified Party will be solely responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals. An indemnifying Party shall not settle any action without the indemnified Party's prior written consent.

6.3. Survival. The provisions of this Section 6 shall survive any expiration or termination of this Agreement.

7. INSURANCE. Each Party, at its sole expense, shall have in effect liability insurance coverage of such types and in such amounts as are customary for a business performing the obligations of such party hereunder, including, but not limited to, commercial general liability, cyber liability insurance, workers compensation and errors and omissions coverage.

8. MISCELLANEOUS.

8.1. Confidentiality.

8.1.1. When used in this Agreement, the term "Confidential Information" means confidential and proprietary information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in connection with performance of the Services hereunder that (a) prior to disclosure, is marked with a legend indicating its confidential status or (b) is disclosed orally or visually, if the Disclosing Party identifies such information as confidential at the time of disclosure. The U of I Test Method and the University Policies and Procedures shall be deemed University Confidential Information. The term "Confidential Information" does not include information to the extent that it (a) is known to the Receiving Party when disclosed by the Disclosing Party and the Receiving Party does not then have a duty to maintain its confidentiality, (b) is or becomes publicly known through no act or fault of the Receiving Party, (c) is rightfully obtained by the Receiving Party from a third party who is not subject to a confidentiality obligation to the Disclosing Party, (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information or (e) is required to be disclosed by law or court order, provided that the Receiving Party promptly notifies the Disclosing Party of such a lawful disclosure order to allow Disclosing Party an opportunity to intervene or challenge.

8.1.2. The Receiving Party acknowledges that, as between the parties, the Disclosing Party is and will remain the sole owner of the Disclosing Party's Confidential Information. For a period of five (5) years after the termination or expiration of this Agreement, the Receiving Party will take reasonable precautions to protect the confidentiality of such Confidential Information, and will not disclose or use any such Confidential Information except as necessary to perform its obligations under this Agreement. If the Receiving Party is required by law or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party may disclose such Confidential Information as so required, provided that the Receiving Party gives the Disclosing Party reasonable advance notice of the disclosure (if possible in the

circumstances) and reasonably cooperates with the Disclosing Party, at the Disclosing Party's request and expense, to obtain a protective order or otherwise limit the disclosure.

8.2. Independent Relationship. It is understood that Customer and University are independent contractors engaging in the operation of their own respective businesses. Neither Party is, or is to be considered as, the agent or employee of the other Party for any purposes whatsoever.

8.3. Waiver. No waiver of any breach or failure by either Party to enforce any of the terms or conditions of the Agreement at any time, in any manner limit or waive such Party's right thereafter to enforce and to compel strict compliance with every term and condition hereof.

8.4. Severability. The invalidity or unenforceability of any covenant, agreement, term or condition of this Agreement or the application thereof to any person or circumstance shall not affect the validity, enforceability or applicability of any other provision in this Agreement. Furthermore, it is the Parties' intent that any unenforceable provision be construed and limited by any court that considers the matter so as to render it reasonable and enforceable.

8.5. Other Obligations. The Parties represent and warrant that proceeding and performing hereunder is not inconsistent with any contractual obligations it has with any third party and shall not be inconsistent with any contractual obligations it may have hereafter with any third party.

8.6. Entire Agreement; Amendment. This Agreement, together with referenced attachments, constitutes the entire Agreement between Customer and University with respect to the subject matter hereof and supersedes any prior agreements or understandings. It may be modified only in writing signed by both Parties.

8.7. Notices. All notices hereunder must be sent in writing via certified U.S. Mail services as follows:

If to University: SHIELD Illinois
349 Henry Administration Building
506 South Wright St.
Urbana, Illinois 61801

If to Customer: Garrick Abezetian
Triton College
2000 5th Ave
River Grove, IL 60171

With a copy to: Kuser & Raucci
30 N LaSalle
Chicago, IL 60602

8.8. Headings. The paragraph headings in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.

8.9. Counterparts. This Agreement may be executed in two counterparts, each of which will be an original, and each counterpart will constitute the same Agreement.

8.10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

8.11. Assignment. Neither Party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other. Any attempted assignment or delegation in violation of this provision shall be void and have no binding effect.

8.12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all the Parties hereto and their successors and assigns.

8.13. Force Majeure. The Parties shall be excused for failures and delays in the performance of their respective obligations under this Agreement due to any cause beyond the control and without the fault of such Party including without limitation, any government order, act of God, war terrorism, riot or insurrection, law or regulation, strike, flood, fire, explosion, pandemic, epidemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities. This provision shall not, however release such Party from using its commercially reasonable efforts to avoid or remove such cause and such Party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such Party shall give prompt written notice thereof to the other Party, provided that failure to give prompt written notice thereof to the other Party provided that failure to give such notice shall not in any way limit the operation of this provision.

8.14. Incorporation of the Intergovernmental Agreement Terms and Conditions. The terms and conditions of this Agreement shall be incorporated by reference into the Intergovernmental Agreement to be executed by the Parties subsequent to the acceptance of this Agreement. The payment obligations and testing availability referenced herein shall not be considered to be duplicative of or in addition to those obligations stated in the Intergovernmental Agreement, but rather a restatement of the same obligations of a \$5,000 fee and 5000 COVID-19 screening tests.

{Signature Page to Follow}

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

Triton College - District 504

(Customer)

The Board of Trustees of the University of Illinois (University)

Signed: _____

Signed: _____

Name: Mark R. Stephens

Name: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

Approved for legal form by the Office of University Counsel, DS 11/2020

EXHIBIT A

Statement of Work

This Statement of Work (the “SOW”) is entered into as of the date of execution of the COVID-19 Testing Support Agreement (the “Effective Date”) by and between The Board of Trustees of the University of Illinois (“University”), individually and as agent for the Service Providers (as defined in the COVID-19 Testing Support Agreement, the “Agreement”), and Triton College-District 504 (the “Customer”).

Customer is contracting with University in order for University to provide the services described herein through itself and the Service Providers (including, but not limited to, laboratory, specimen collection and software providers) necessary to conduct COVID-19 testing as set forth herein.

All capitalized terms used herein without definition shall have the meaning assigned to them in the Agreement.

1. Contacts

Customer understands and agrees that University is the sole contracting party, and agrees to contact only University with questions, concerns, and/or support requests. The Customer’s University relationship manager is:

Name:
Email address:
Cell phone number:

The following will be the lead contact at the Customer for interfacing with University:

Name: Garrick Abezetian
Title: Associate Vice President
Email address: garrickabezetian@triton.edu
Cell phone number: 708-583-3438

2. Ordering

Customer shall order from University COVID-19 testing services to be performed by Service Providers pursuant to the then-current version of University Policies and Procedures as made available through the University Portal at www.uillinois.edu/shield. Customer shall order a minimum of 5,000 tests during the Term. Thereafter, additional tests may be ordered on a monthly basis, in advance, upon thirty (30) days’ notice to University.

3. Pricing and Payment Terms

Customer shall pay a one-time setup and support fee of \$5,000. University shall provide Services to Customer free of charge under the terms of an intergovernmental agreement (“IGA”) with the State of Illinois. University is not obligated to provide Services in excess of those funded by IGA.

For tests conducted outside of the scope of IGA, Customer shall pay University an amount equal to \$ 0 /test ordered, subject to University's 5,000-test minimum (\$ 0).

Checks are to be made payable to University of Illinois and sent to:

University of Illinois Payment Center
General A/R
28394 Network Pkce
Chicago IL 60673-1283

Note: All check payments must be clearly identified by noting the customer's nine-digit account number (which usually begins with @) on the check, and accompanied by the billing statement stub; payments less than the full amount billed must clearly identify which invoices are being paid. Payments mailed to the above address will be applied to the oldest charge(s) first (FIFO).

Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 III. Adm. Code 900.

This shall be the University's sole remedy for late payments by Customer.

4. University's Testing Support Services

University's Testing Support Services include all Services described in the University Policies and Procedures, including but not limited to the following:

- a. Consumable testing materials and supplies
- b. Reporting results to End Users as applicable under the terms of this Agreement
- c. Reporting results to Customer as applicable under the terms of this Agreement
- d. Laboratory analysis of specimens collected using U of I Test Method
- e. Customizable communications materials in electronic format to assist Customer in explaining the test purpose, process, collection site locations, and results reporting functionality to End User
- f. Results Platform, which provides the following functionality:
 - a. collective reporting of results to Customer contact (if authorized by End User)
 - b. individual reporting of results to End Users
 - c. reporting to the relevant public health authorities
- g. Access to University Policies and Procedures

COVID-19 SPECIMEN COLLECTION AND COURIER SERVICES AGREEMENT
(UNIVERSITY PARTNER)

THIS COVID-19 SPECIMEN COLLECTION AND COURIER SERVICES AGREEMENT (“Agreement”) is made on this _____ day of _____, 2021, by and between Triton College (“**Collection Partner**”) and The Board of Trustees of the University of Illinois (“**University**”). Collection Partner and University may be referred to herein individually as a “Party,” and collectively as the “Parties.”

WITNESSETH

WHEREAS, University and Collection Partner (or Collection Partner’s controlling entity) are both public entities of the State of Illinois;

WHEREAS, University arranges for high-volume, low-cost, accurate COVID-19 testing services to be provided using University’s rapid rtPCR testing methodology (“**U of I Test Method**”) to third-parties (each a “**Customer**”) located throughout the State of Illinois;

WHEREAS, University maintains a network of CLIA-certified laboratories across the state of Illinois that are capable of performing COVID-19 testing using the U of I Test Method (the “**Labs**”) for Customers;

WHEREAS, to provide testing services for Customers, University also maintains a network of specimen collection sites across the State of Illinois (each, a “**Site**”) that collect specimens from Customer’s end users (each, an “**End User**” and collectively, the “**End Users**”) and deliver such specimens to the Labs for testing as directed by University;

WHEREAS, Collection Partner desires to serve as a Site for University, to provide specimen collection services to Collection Partner’s End Users and to deliver the specimens collected at the Site to one or more Labs as directed by University and University agrees to include Collection Partner within its network of Sites on the terms and conditions as are set forth herein; and

WHEREAS, the Parties enter into this agreement pursuant to their authority under the Intergovernmental Cooperation Act, 5 ILS 220/ et seq.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

AGREEMENT

1. COLLECTION SITE PARTICIPATION AGREEMENT.

1.1. The parties have entered into a COVID-19 Testing Support Agreement, and University agrees to include Collection Partner as a Site at which Collection Partner’s End Users may register to obtain COVID-19 testing services as requested from time to time.

1.2. Collection Partner shall designate its times and days of specimen collection in consultation with University.

1.3. Collection Partner's End Users shall register at Site for testing, subject to the Collection Partner's designated Site's capacity and capability to perform the requested services outlined in Section 2, in accordance with the University policies and procedures provided by University to Customer, as may be amended from time to time. University represents and warrants that the University Policies and Procedures comply with applicable federal and state laws.

1.4. University shall furnish to Collection Partner a standing order substantially similar in form to **Exhibit A ("Order")**, issued by a physician currently licensed and in good standing in the State of Illinois, that authorizes Collection Partner to collect and submit End Users' saliva specimens to Labs for SARS-CoV-2 molecular testing analysis using the U of I Test Method in accordance with the conditions of the Order.

1.5. The Parties acknowledge that this Agreement is contingent on the University submitting an Emergency Use Authorization (EUA) application to the U.S. Food and Drug Administration (FDA) for distribution of the U of I Test Method. If University does not obtain an EUA from FDA, or equivalent legal authorization from FDA or another competent government authority, to distribute and perform the U of I Test Method by February 28, 2021, this contract is void and neither Party shall be obligated to the other for any liabilities, costs incurred, or services undertaken.

2. COLLECTION AND COURIER SERVICES.

2.1. Collection Partner shall register End Users who present themselves for specimen collection at the Site in compliance with University's policies and procedures for specimen collection, as may be amended from time to time (the "**Specimen Collection Policies and Procedures**"). University will: make Specimen Collection Policies and Procedures available to Collection Partner in an accessible web-based format ("**University Portal**"); notify Collection Partner of changes to Specimen Collection Policies and Procedures; and provide accurate information in response to any Collection Partner questions concerning ambiguity in Specimen Collection Policies and Procedures.

2.2. Collection Partner shall perform such registration using a University-provided information management tracking system accessed through an electronic health record platform (the "**Results Platform**"), which shall be used to collect and track End User and specimen information;

2.3. Such registration process shall include the generation by Collection Partner of a unique barcode label (the "**Label**") to be placed on the test-tube used to contain End User's collected saliva sample (the "**Specimen**") in accordance with the Specimen Collection Policies and Procedures. Collection Partner understands the importance of maintaining the accuracy of the Labels, which will be used by Labs and University to track the Specimen and report test

results on the Results Platform. Collection Partner shall immediately report any issues with Label generation and tracking to University as set forth in the Specimen Collection Policies and Procedures;

2.4. When an End User presents at the Site, Collection Partner shall collect the Specimen from the End User, including End User's consent if needed, in a manner consistent with University's Specimen Collection Policies and Procedures, applicable laws, and public health guidelines issued by the State of Illinois, the Centers for Disease Control and Prevention and/or other applicable regulatory agencies ("**Collection Services**");

2.5. Collection Partner shall employ or contract with an appropriate number of qualified personnel ("**Personnel**") as needed to perform the Collection Services at the Site. All Personnel shall be fully qualified and appropriately licensed (as applicable) to perform the Collection Services;

2.6. Collection Partner shall maintain proper infection control procedures, provide for proper Specimen storage and arrange for proper hazardous material waste removal as required by the Specimen Collection Policies and Procedures;

2.7. Collection Partner shall timely deliver or arrange for the delivery of the Specimens to one or more Labs as directed by University in accordance with the Specimen Collection Policies and Procedures (the "**Courier Services**"). If the Lab closest to Collection Partner has reached capacity for Specimen processing, Collection Partner may inquire with University about alternate Labs that may have capacity, and Collection Partner may, at Collection Partner's expense, deliver Specimens to an alternate Lab rather than accept longer processing time for Specimens. In the event Collection Partner is unable to provide the Courier Services itself, Collection Partner may delegate such Courier Services to the University, provided however, Collection Partner shall be responsible for all costs associated with the Courier Services so delegated;

2.8. Collection Partner shall notify the University in the event Collection Partner does not have anticipated capacity and capability (for example due to workload fluctuations or resource needs) to complete the requested Collection Services or Courier Services in accordance with the Specimen Collection Policies and Procedures and shall collaborate with University to make arrangements to transfer Customers and associated End Users to another Site.

2.9. At the request of University and subject to Collection Partner's anticipated capacity and capability, Collection Partner shall use commercially reasonable efforts to provide overflow support for other Sites as further described in the Specimen Collection Policies and Procedures (the "**Overflow Support Services**"). Such Overflow Support Services shall include pick up of testing materials from other Sites, performance of Collection Services by Collection Partner for End Users scheduled for such services at such other Sites, and Courier Services for Specimens so collected;

2.10. Collection Partner shall notify University as soon as practicable in advance of its need for Overflow Support Services by another collection partner in accordance with the Specimen Collection Policies and Procedures. University shall use its best efforts to coordinate the Overflow Support Services between and among Sites.

2.11. Collection Partner shall promptly notify University of any Customer or End User dissatisfaction or complaint regarding Collection Partner's Collection Services and/or Courier Services, and University shall likewise notify Collection Partner if it becomes aware of any such dissatisfaction or complaint;

2.12. Collection Partner agrees to use reasonable efforts to maintain the integrity of the Specimen collected and transported and shall at all times follow the requirements for same as set forth in the Specimen Collection Policies and Procedures. Collection Partner shall be solely responsible for the integrity of the Specimen collected and transported by Collection and in no event shall University be responsible for any loss or damage to any Specimen handled by Collection Partner for transport or delivery hereunder; and

2.13. Notwithstanding any other standards of performance for Collection Services and Courier Services set forth herein and in the Specimen Collection Policies and Procedures, Collection Partner shall furnish the Collection Services and Courier Services with the same degree of skill and care that would be exercised by a reasonably prudent specimen collection and specimen delivery provider in similar settings under similar circumstances.

2.14. University shall facilitate the Collection Services and Courier Services as set forth in the Specimen Collection Policies and Procedures.

2.15. Collection Partner shall solely be responsible for all of its actual costs associated with maintaining its Personnel, space, utilities, insurance, and all other usual and customary operational costs in performing the Collection Services and Courier Services.

3. TERM AND TERMINATION.

3.1. Term. The term of the Agreement shall commence on the Effective Date and shall continue until June 21, 2021, unless sooner terminated as set forth herein or if the Parties' Testing Support Agreement terminates (the "Term"). This Agreement may be extended by mutual written agreement of the Parties.

3.2. Termination. Either Party may terminate this Agreement immediately upon breach of this Agreement by the other Party if said breach is not cured within (10) days of written notice of said breach to the breaching Party. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party.

3.3. Effects of Termination. Upon termination of this Agreement for any reason, with or without cause, no Party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement.

4. **INSURANCE.** Collection Partner shall maintain, at its sole cost and expense, throughout the Term of this Agreement appropriate professional and comprehensive general liability insurance covering Collection Partner and its Personnel for the provision of Collection Services and Courier Services in such amounts as are usual and customary for entities furnishing similar services under similar circumstances.

5. **LIMITATION OF LIABILITY.**

5.1. ~~EXCEPT FOR UNIVERSITY'S OBLIGATIONS UNDER SECTION 1 OF THIS AGREEMENT,~~ COLLECTION PARTNER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES, CLAIMS, DAMAGES, COSTS, AND EXPENSES OF ANY KIND OR NATURE ARISING OUT OF OR RELATING IN ANY WAY TO COLLECTION PARTNER'S PERFORMANCE OF THE COLLECTION SERVICES AND COURIER SERVICES, AND UNIVERSITY SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO ANY OF THE FOREGOING.

5.2. EXCEPT FOR DAMAGES ARISING OUT OF UNIVERSITY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER PARTY FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, REMOTE, EXEMPLARY, COLLATERAL, SPECULATIVE, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING ECONOMIC DAMAGES, DAMAGES ARISING OUT OF INJURY TO PERSONS OR PROPERTY, LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS, OR LOSS OF OPPORTUNITY) ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE BREACH OR ALLEGED BREACH HEREOF, REGARDLESS OF FAULT, REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF LEGAL THEORY OR BASIS.

5.3. THE TOTAL AGGREGATE LIABILITY OF UNIVERSITY FOR ANY DAMAGES OR OTHER AMOUNTS ARISING OUT OF, UNDER OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, OR THE BREACH OR ALLEGED BREACH HEREOF, SHALL NOT EXCEED FEES PAID IN CONNECTION WITH THE COLLECTION SERVICES AND COURIER SERVICES UNDER WHICH SUCH LIABILITY AROSE.

5.4. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, UNIVERSITY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. ALL IMPLIED WARRANTIES AS TO SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

5.5. THE PARTIES ACKNOWLEDGE THAT THE FEES PAYABLE HEREUNDER ARE BASED IN PART ON THE LIMITATIONS CONTAINED IN THIS SECTION, AND THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6. **INDEMNIFICATION.**

6.1. **Indemnification Obligations.** To the extent permitted by law and without waiving sovereign immunity, each Party will indemnify, defend and hold the other (including such Party's officers, directors, employees, volunteers, and agents) harmless from and against any and all losses, claims, suits, damages, liabilities and expenses based upon, arising out of or attributable to the negligent acts and or omissions of such indemnifying Party, its directors, officers, employees,

volunteers and or agents and pertaining to the Collection Services and Courier Services provided hereunder.

6.2. Procedures. If any claim covered by the foregoing indemnity shall be asserted against a Party, such Party shall notify the indemnifying Party promptly and tender its defense to the indemnifying Party, in which case the indemnifying Party will provide qualified attorneys, consultants, and other appropriate professionals to represent the indemnified Party's interests at the indemnifying Party's sole expense. Notwithstanding anything herein to the contrary, should an indemnified Party choose to undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, the indemnified Party will be solely responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals. An indemnifying Party shall not settle any action without the indemnified Party's prior written consent.

6.3. Survival. The provisions of this Section 6 shall survive any expiration or termination of this Agreement.

7. MISCELLANEOUS.

7.1.1. Confidentiality. All confidential and proprietary information provided by University to Collection Partner under this Agreement, including but not limited to: technical information and procedures related to Collection Services, Specimen Collection Policies and Procedures, testing, business and financial methods and practices, pricing and marketing techniques, file or database materials, computer programs, including but not limited to the Results Platform and University Portal, and lists of Customers and their End Users, shall be considered University's Confidential Information. All information provided to Collection Partner by University is presumed to be University's Confidential Information, even if not marked as such. University's Confidential Information shall remain the property of University.

7.1.2. When used in this Agreement, the term "Confidential Information" means confidential and proprietary information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in connection with performance of the Services hereunder that (a) prior to disclosure, is marked with a legend indicating its confidential status or (b) is disclosed orally or visually, if the Disclosing Party identifies such information as confidential at the time of disclosure. The term "Confidential Information" does not include information to the extent that it (a) is known to the Receiving Party when disclosed by the Disclosing Party and the Receiving Party does not then have a duty to maintain its confidentiality, (b) is or becomes publicly known through no act or fault of the Receiving Party, (c) is rightfully obtained by the Receiving Party from a third party who is not subject to a confidentiality obligation to the Disclosing Party, (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, or (e) is required to be disclosed by law or court order, provided that the Receiving Party promptly notifies the Disclosing Party of such a lawful disclosure order to allow Disclosing Party an opportunity to intervene or challenge.

7.1.3. The Receiving Party acknowledges that, as between the parties, the Disclosing Party is and will remain the sole owner of the Disclosing Party's Confidential Information. For a period of five (5) years after the termination or expiration of this Agreement,

the Receiving Party will take reasonable precautions to protect the confidentiality of such Confidential Information, and will not disclose or use any such Confidential Information except as necessary to perform its obligations under this Agreement. If the Receiving Party is required by law or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party may disclose such Confidential Information as so required, provided that the Receiving Party gives the Disclosing Party reasonable advance notice of the disclosure (if possible in the circumstances) and reasonably cooperates with the Disclosing Party, at the Disclosing Party's request and expense, to obtain a protective order or otherwise limit the disclosure.

7.1.4. Collection Partner shall not use or permit others to use University's Confidential Information, except as expressly contemplated under the terms of this Agreement. Collection Partner acknowledges that the unauthorized use, commercialization, or disclosure of University's Confidential Information would cause irreparable harm to University. Therefore, University may seek equitable relief (including injunctive relief) against Collection Partner and its agents to prevent the breach or threatened breach of this Section, in addition to all remedies available at law. The provisions of this Section shall survive any expiration or termination of this Agreement. On termination of this Agreement, Collection Partner shall promptly return all Confidential Information provided to it, together with all copies thereof, or destroy such Confidential Information and certify in writing that such Confidential Information has been destroyed; provided, however, that Collection Partner may retain copies of University's Confidential Information as required by applicable law.

7.2. Confidentiality of Specimens/End User and Label Information. The Parties agree that the Specimens collected at the Site and End User and Label information are included among the Confidential Information and are regarded as sensitive health information. For that reason, the Parties agree to safeguard the Specimen, End User and Label information by following best practices for the physical and electronic protection of said information. Collection Partner acknowledges that Collection Partner performs its Collection Services and Courier Services at the request and direction of University and that University is responsible for reporting the results of the COVID-19 tests performed on End User-supplied Specimens in accordance with other applicable agreements and to the Illinois Department of Public Health and/or any other State or federal agency to which such reporting is required by law or regulation. Collection Partner shall be responsible for inputting all End User and Label information into the Results Platform and transporting the Specimens from the Site to the Labs, but shall not otherwise use or disclose such Specimen or End User or Label information in any other manner except as required by law. Collection Partner shall comply in all material respects with all applicable Federal and State laws, regulations, rules and orders applicable to privacy, security of all information arising out of or related to the Collection Services and Courier Services.

7.3. Independent Relationship. It is understood that Collection Partner and University are independent contractors engaging in the operation of their own respective businesses. Neither Party is, or is to be considered as, the agent or employee of the other Party for any purposes whatsoever.

7.4. Waiver. No waiver of any breach or failure by either Party to enforce any of the terms or conditions of the Agreement at any time, in any manner limit or waive such Party's right thereafter to enforce and to compel strict compliance with every term and condition hereof.

7.5. Severability. The invalidity or unenforceability of any covenant, agreement, term or condition of this Agreement or the application thereof to any person or circumstance shall not affect the validity, enforceability or applicability of any other provision in this Agreement. Furthermore, it is the Parties' intent that any unenforceable provision be construed and limited by any court that considers the matter so as to render it reasonable and enforceable.

7.6. Other Obligations. The Parties represent and warrant that proceeding and performing hereunder is not inconsistent with any contractual obligations it has with any third party and shall not be inconsistent with any contractual obligations it may have hereafter with any third party. Further, Collection Partner's performance of Collection Services and Courier Services hereunder shall not violate or infringe on the proprietary rights of University.

7.7. Entire Agreement; Amendment. This Agreement, together with referenced attachments, constitutes the entire Agreement between Collection Partner and University with respect to the subject matter hereof and supersedes any prior agreements or understandings. It may be modified only in writing signed by both Parties.

7.8. Notices. All notices hereunder must be sent in writing via certified U.S. Mail services as follows:

If to University: SHIELD Illinois
 349 Henry Administration Building
 506 South Wright St.
 Urbana, Illinois 61801

If to Collection Partner: Garrick Abezetian
 Triton College
 2000 5th Ave
 River Grove, IL 60171

With a copy to: Kusper & Raucci
 30 N LaSalle St
 Chicago, IL 60602

7.9. Warranty. Each Party represents, warrants, and covenants that its ability to provide health care services in any state or other jurisdiction has not been revoked, limited, suspended or otherwise restricted in any material manner. In the event that during the term of the Agreement, either Party is charged with a felony or such Party's ability to provide health care services in any state, commonwealth or other jurisdiction is revoked or becomes limited, suspended or otherwise

restricted in any material manner, such Party shall immediately advise the other Party and such event shall be grounds for immediate termination with cause under the Agreement. Collection Partner represents, warrants and covenants that it, its parent entities and/or its subsidiaries, and, to its knowledge, any of its employees, agents or subcontractors involved in the provision of Collection Services and Courier Services under this Agreement are not currently charged with and have never been convicted of a felony as set forth in 42 U.S.C. § 1320a-7, nor have they ever been suspended from participation in, or subjected to, any type of criminal or civil sanction, fine, civil money penalty, debarment or other penalty by any private or public health insurance program, including Medicare, Medicaid, Tricare or any other federal or state health insurance program.

7.10. Headings. The paragraph headings in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.

7.11. Counterparts. This Agreement may be executed in two counterparts, each of which will be an original, and each counterpart will constitute the same Agreement.

7.12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

7.13. Force Majeure. The Parties shall be excused for failures and delays in the performance of their respective obligations under this Agreement due to any cause beyond the control and without the fault of such Party including without limitation, any government order, act of God, war terrorism, riot or insurrection, law or regulation, strike, flood, fire, explosion, pandemic, epidemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities. This provision shall not, however release such Party from using its commercially reasonable efforts to avoid or remove such cause and such Party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such Party shall give prompt written notice thereof to the other Party, provided that failure to give prompt written notice thereof to the other Party provided that failure to give such notice shall not in any way limit the operation of this provision.

7.14. Assignment. Neither Party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other. Any attempted assignment or delegation in violation of this provision shall be void and have no binding effect.

7.15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all the Parties hereto and their successors and assigns.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

Triton College
(Collection Partner)

The Board of Trustees of the University of
Illinois (University)

Signed: _____

Signed: _____

Name: Mark R. Stephens

Name: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

Approved for legal form by the Office of University Counsel, DS 11/2020

EXHIBIT A
NATIONAL SAMPLE ORDER
SHIELD ILLINOIS
PHYSICIAN STANDING ORDER
FOR COVID-19 TESTING

I. TESTING SERVICES TO BE PROVIDED

This standing order is issued for the *SHIELD Illinois* program of the University of Illinois at Urbana-Champaign (“University”). SHIELD ILLINOIS is a statewide public health response to the COVID-19 pandemic. The University has developed an rtPCR COVID-19 saliva test methodology (the “Test”) [that has received emergency use authorization from the U.S. Food and Drug Administration.] The University has formed a network of saliva specimen collection partners (each a “Collection Partner”) who have agreed to operate specimen collection sites. The University also has formed a network of CLIA-certified laboratories (each a “Laboratory”) capable of analyzing the specimens using the Test. The University has contracted with institutional customers around the state who wish to use the Test to provide COVID-19 screening or diagnosis for specified groups of individuals.

II. AUTHORIZED PROVIDERS

This standing order authorizes any Collection Partner to supervise individuals in the self-collection of their saliva and to submit the specimens to a Laboratory for analysis using the Test, all in accordance with the SHIELD Illinois procedures. All individuals 18 years of age or older and individuals under age 18 with parental consent and who otherwise qualify for testing may submit for testing pursuant to this order.

III. TRAINING OF PROVIDER PERSONNEL

[To be determined based on requirements of Emergency Use Authorization]

IV. TERM

This order shall take effect on the date of issuance and shall remain in effect for one year, with six-month automatic renewals, unless revoked by the ordering physician for medical, regulatory, or public health reasons, or unless the Governor of Illinois declares the statewide public health emergency ended.

Date: _____

[PHYSICIAN NAME]
Illinois License Number:

INTRODUCTION TO SHIELD ILLINOIS

Welcome to SHIELD Illinois. This guide provides information for prospective institutions that wish to set up a saliva sample collection site(s) for COVID-19 through the SHIELD Illinois program. Any institution wishing to establish a COVID collection site using the SHIELD Illinois procedures must be able to meet the specifications and requirements to operate a SHIELD collection site and must sign the partner agreement to become an official SHIELD Illinois collection site partner.

Collection site partners will work in conjunction with the SHIELD Illinois team to obtain the necessary equipment, supplies, and instructions to launch and operate their collection sites. Many of these processes can take time, so it is recommended that you carefully read through the information here to devise the plan that is most efficient and effective for your sites. The process involves several steps which are outlined below.

CONTACT INFORMATION

Contact information for relevant SHIELD Illinois team members is provided below, and collection site partners are encouraged to contact them directly for more specific information or any questions you may have.

Farris Gosea	gosea2@illinois.edu
Hailey Bell	haileyb@uic.edu
Justin Gary	jgary@illinois.edu
Julie Sweet	jasweet@illinois.edu

OFFERINGS

As a SHIELD Illinois partner, you have the option of being a standard collections partner or a mobile collections partner. Please see below our offerings based upon your needs in volume. Remember that with each of these options you will be responsible for providing the collection space necessary to meet your weekly testing demand. For each option, a testing roster will be required.

STANDARD COLLECTION SITE PARTNER

COLLECTION SITE PARTNER RESPONSIBILITIES	SHIELD ILLINOIS' RESPONSIBILITIES
<ul style="list-style-type: none"> <input type="checkbox"/> Provide space capable of processing 1,000+ collections per day <input type="checkbox"/> Collect specimens from sponsored group members and affiliates <input type="checkbox"/> Provide a qualified collection site supervisor <input type="checkbox"/> Hire and manage collection site staff and support <input type="checkbox"/> Maintain applicable insurance <input type="checkbox"/> Provide some of the collection site supplies <input type="checkbox"/> Receive and store monthly deliveries of consumable supplies <input type="checkbox"/> Print provided signage for collection sites <input type="checkbox"/> Collect or arrange collection of samples from test sites and delivery to lab 	<ul style="list-style-type: none"> <input type="checkbox"/> Manage and oversee the SHIELD Illinois network of labs and collection sites to process tests for sponsored group members <input type="checkbox"/> Support a secure information management system for tracking and reporting of results to sponsored group members and testing sponsor <input type="checkbox"/> Supply devices (smartphone, laptop, scanner) for use at collection site (costs incorporated into contract) <input type="checkbox"/> Bill and invoice testing sponsor for tests performed for their sponsored group on a monthly basis

As a standard collections partner, you will be responsible for staffing your site as well as collecting and transporting samples to the lab. SHIELD Illinois is under contract with MedSpeed and can provide rates for delivery of samples to the lab.

The standard collections option is suited to any organization looking to test more than 400 people per week, including collections for other test sponsors in your community.

All standard collection partners are responsible for setting up the collections space where patients will provide their saliva sample. The minimum space required for a collection site is 1,000 square feet.

SHIELD Illinois will provide training for your collection site employees. The online portion of the training materials can be accessed at the below link:

<https://giesbusiness-shield.thinkific.com/courses/shield-illinois-test-site-training>

MOBILE COLLECTION SITE PARTNER

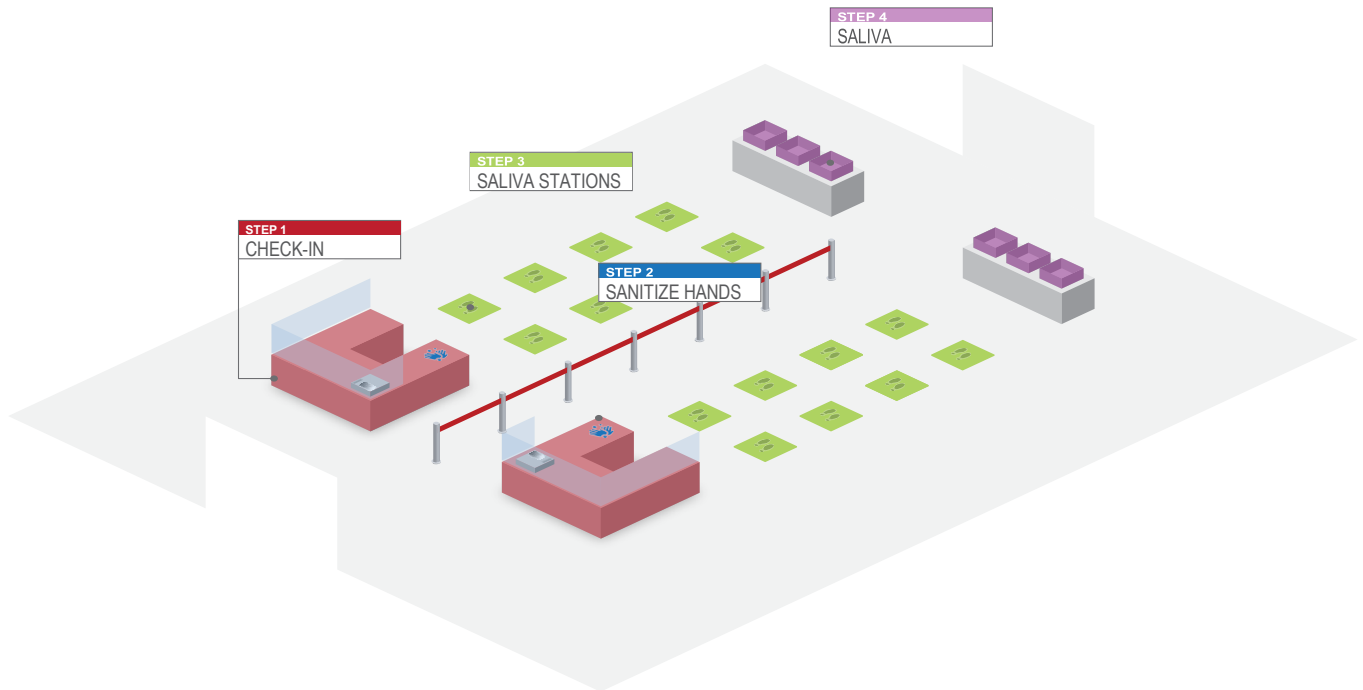
COLLECTION SITE PARTNER RESPONSIBILITIES	SHIELD ILLINOIS' RESPONSIBILITIES
<ul style="list-style-type: none"> ❑ Good candidates will be any organization looking to test fewer than 400 people per week ❑ Pay an additional \$10 per test for costs associated with staffing and the courier service ❑ Set up your collections space; your organization will need to provide a minimum space of 750 square feet. ❑ Provide storage for monthly consumable items (funnels, vials, etc.) 	<ul style="list-style-type: none"> ❑ Manage and oversee the SHIELD Illinois network of labs and collection sites to process tests for sponsored group members ❑ Support a secure information management system for tracking and reporting of results to sponsored group members and testing sponsor ❑ Provide devices (smartphone, laptop, scanner) for use at the mobile collection site ❑ Bill and invoice testing sponsor for tests performed for their sponsored group on a monthly basis

As a mobile collection site partner, SHIELD Illinois will be responsible for collection of your samples and will coordinate delivery to the lab.

The mobile collections option is suited to any organization looking to test fewer than 400 people per week. This can include collections for other test sponsors in your community.

The mobile collection partner will need a collection site supervisor who is responsible for setting up the collections space where patients provide their sample prior to the SHIELD Illinois mobile collection team arriving each day.

YOUR COLLECTION SITE LAYOUT



Both standard and mobile collection sites are suggested to be set up in this way. We estimate that 50 patients per hour can be processed through each lane. As an example, if your site has three lanes and is open for eight hours, the estimated throughput for the day is 1,200 people (50 people per hour X 3 lanes X 8 hours = 1,200 people).

STANDARD COLLECTION SITE SUPPLY LIST

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Five (5) clear totes to transport samples to lab <input type="checkbox"/> Extra totes as needed for supplies <input type="checkbox"/> Clear plastic liners (45 or 33 gallon) to line transport totes <input type="checkbox"/> Index cards and adhesive card holder (to label collection vial tubs) <input type="checkbox"/> Two (2) sandwich sign boards <input type="checkbox"/> Wypall bucket <input type="checkbox"/> One-gallon hand sanitizer with pump <input type="checkbox"/> Small hand sanitizer bottles with pumps <input type="checkbox"/> Disinfectant spray bottles <input type="checkbox"/> TB-Cide with black spray trigger <input type="checkbox"/> Gloves (S, M, L, XL) <input type="checkbox"/> Face masks (for staff and patients) <input type="checkbox"/> Baskets (for COVID-19 patient fact sheet) | <ul style="list-style-type: none"> <input type="checkbox"/> Tables and chairs <input type="checkbox"/> White paper towels and Kleenex <input type="checkbox"/> Pens, pencils, Sharpies, scissors, clipboard <input type="checkbox"/> Tape roll <input type="checkbox"/> 2 note pads <input type="checkbox"/> Large trash bags <input type="checkbox"/> White and red tape to mark testing spots <input type="checkbox"/> Uniform T-shirt <input type="checkbox"/> Thermometer <input type="checkbox"/> Biohazard stickers <input type="checkbox"/> Red biohazard bags (10 gallon) <input type="checkbox"/> Charging stations/extension cord as needed in your space to charge 1 laptop, 1 scanner and 1-3 iPhones |
|--|---|

ITEMS SUPPLIED BY SHIELD ILLINOIS

- | | |
|---|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Laptop computer <input type="checkbox"/> iPhone/case with Epic Rover app (1 per lane) <input type="checkbox"/> Handheld scanners for packing list <input type="checkbox"/> Blue wire collection racks | <ul style="list-style-type: none"> <input type="checkbox"/> Sample collection vials <input type="checkbox"/> Labels for sample collection vials <input type="checkbox"/> Red binder with important documents <input type="checkbox"/> Digital versions of suggested signs for collection site |
|---|---|

ITEMS INCLUDED IN INTIAL KIT THAT CAN BE REORDERED THROUGH BY SHIELD ILLINOIS

- | | |
|---|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Sample collection vials <input type="checkbox"/> Labels for sample collection vials | <ul style="list-style-type: none"> <input type="checkbox"/> Blue wire collection racks |
|---|---|

Some items that collection sites should purchase can be viewed and purchased at this Amazon wish list: <https://a.co/a2wi7wV>

COLLECTION SITE EMPLOYEE QUALIFICATIONS

Employees of your collection site must be responsible and competent individuals, have a valid driver's license, and be open to a flexible schedule. No medical training or background is required. SHIELD Illinois will provide all necessary training to your collection site employees. Employees must read, agree, and sign the confidentiality and security agreement, which will be kept on file at your collection site. Appropriate attire for the collection site is required (based on site) and closed toe shoes are suggested.

Employees will be required to take the online SHIELD Illinois training found at this link: <https://qiesbusiness-shield.thinkific.com/courses/shield-illinois-test-site-training>

HIGH-LEVEL IT REQUIREMENTS

SHIELD Illinois will provide the required IT equipment at cost to the collection site partner. The required IT equipment includes:

- Mobile devices configured with Epic Rover software and set up with permissions to access the Epic system. We estimate one (1) iPhone XR per check-in line and one (1) extra iPhone XR per site.
- Dedicated laptop with Epic Hyperspace access and barcode scanner for packing the samples for the lab. These will be configured and provided by SHIELD Illinois staff. If your collection sites are close to each other, SHIELD Illinois staff may be help you configure workflow so that they can share a packing laptop and scanner.
- Rugged, wipeable cases for phones
- Login credentials for Rover devices and Epic Hyperspace for site coordinators and site staff
- SHIELD Illinois also will provide one (1) extra laptop and barcode scanner to the collection site partner in case one of the collection site's laptops or barcode scanners go down.

The collection site partner will provide the following:

- High-speed, reliable internet connectivity
- An IP Address for secure VPN access
- Wireless access for the laptops and mobile devices, or more dedicated ports for hardwiring.
- Access to FW rules that allow restricted inbound traffic. Outbound traffic should be configured for a given set of ports to be provided by SHIELD Illinois staff.
- Optional tablet with rugged wipeable case for handling patients who do not have internet access or a mobile device to schedule an appointment
- Charging stations and power for mobile devices. (We recommend external battery packs, or long charging cords depending on your power locations)

IT SUPPORT STAFF

Each collection site partner will need to supply technical support personnel. That staff member should have the ability and access to provide Tier 1 break/fix troubleshooting for the:

- Laptops used to access Epic Hyperspace
- Mobile devices
- Handheld scanners

INFORMATION ON REPORTING AND CONSENT

RELEASE	DATA PROVIDED	PREREQUISITES	AVAILABILITY
RELEASE 1	<p>myShield testing results: Patients receive standard delivery of testing results via myShield portal.</p> <p>Daily report of total tests run per organization, total per collection site, total per lab, as well as counts of positive, negative, inconclusive, invalid, or rejected. Delivery to secure Box folder.</p> <p>Results are reported to IDPH at 12 pm/5 pm each day. IDPH pushes reports to each county based on the patient's address within 24-48 hours of receipt.</p> <p>Process details: Shield Illinois drops an HL7 file to the IDPH SFTP folder at noon and 5 daily à IDPH runs a process to sort the records à Each patient's result is then listed in INEDSS/Salesforce for viewing by local Public Health Districts.</p>	<p>Testing consent statement is included in the online test scheduling workflow.</p> <p>Consent for individuals under the age of 18 or those that are unable to consent must be handled by the sponsoring organization.</p>	Immediately
RELEASE 2 (UPON REQUEST ONLY)	<p>Daily file upload to secure HIPAA-compliant Box folder. Limited to a set of defined fields and file formats to be determined. This will include patient name, organization ID and test results, along with collection instant, last receive, last verified, specimen status, value.</p> <p>Daily Call Center (via Beaker) report (for folks who need to retest or inconclusive results or have not looked at their results) upload to secure HIPAA-compliant box folder. Details TBD.</p>	<p>Authorization for the sharing of testing results must be obtained by the sponsoring organization prior to this being established. This must be mandated for the entire population of the organization.</p>	After release 1, upon request only.
INTEGRATIONS WITH OTHER SYSTEMS	<p>SHIELD Illinois will not provide support for integrations with any other system beyond providing a standard HL7 file as described above.</p>	N/A	N/A
DATA FOR RESEARCH	<p>None of this data may be used for research.</p>	N/A	N/A

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

Meeting of March 16, 2021

ACTION EXHIBIT NO. 16559

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

RECOMMENDATION: That the Board of Trustees approve the following Closed Session Minutes: 7/21/20, 8/25/20, 9/17/20 (special meeting), 9/22/20, 10/20/20, 11/17/20, and 12/15/20, and authorize release of the Closed Session Minutes of the same dates.

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

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of March 16, 2021

ACTION EXHIBIT NO. 16560

SUBJECT: DESTRUCTION OF CLOSED SESSION VERBATIM RECORDINGS

RECOMMENDATION: That the Board of Trustees approve the destruction of six (6) verbatim recordings of the Closed Session of the Board of Trustees made on 2/19/19, 3/19/19, 4/16/19, 5/21/19, 6/18/19, and 7/16/19 in accordance with Illinois law.

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

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

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

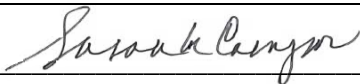
Meeting of March 16, 2021

ACTION EXHIBIT NO. 16561

SUBJECT: CURRICULUM COMMITTEE RECOMMENDATIONS

RECOMMENDATION: That the Board of Trustees approve the attached College Curriculum Committee recommendations.

RATIONALE: This recommendation was approved by the College Curriculum Committee on February 4, 2021, and approved by the Academic Senate on February 9, 2021.

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

College Curriculum Committee Summary

for

Academic Senate, February 9, 2021

Board of Trustees, March 16, 2021

PROGRAMS

NEW PROGRAM

- C306L Social Media Digital Marketing Certificate
 - total program credits: 30

MAJOR PROGRAM REVISION(s)

- C249V ENT Mechatronics (AAS Degree)
 - HTH 281 reduced from 2 to 1 credit; total program credits reduced from 61-63 to 60-62
 - *Effective 8/22/2021*
- C280A Facilities Engineering Tech (AAS Degree)
 - updated program to the new Curriculum Mapping format; added LIT 103; LIT 101 or LIT 231 option
 - *Effective 8/22/2021*
- C380A Facilities Engineering Tech Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C381A Critical Systems Maintenance Certificate
 - updated program to the new Curriculum Mapping format; deleted MUS 235
 - *Effective 8/22/2021*
- C382A Healthcare Facility Maintenance Certificate
 - updated program to the new Curriculum Mapping format; added prescriptive general education
 - *Effective 8/22/2021*
- C383A Mobile Maintenance Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C384A Hospitality Facilities Maintenance Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C385A Commercial Building Sustainability Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C420B Infant Toddler Care Certificate
 - HTH 281 reduced from 2 to 1 credit; total program credits reduced from 22 to 21 credits
 - *Effective 8/22/2021*

- C443C CJA/Private Security Certificate
 - HTH 281 reduced from 2 to 1 credit; total program credits reduced from 11 to 10 credits
 - *Effective 8/22/2021*
- U224A09 Mass Communication-Multimedia (AA Degree)
 - updated program to the new Curriculum Mapping format; replaced specific discipline course offerings with general education discipline elective; added electives to program elective listing
 - *Effective 8/22/2021*
- U224A50 Art (AA Degree)
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- U230A26 Biological Sciences (AS Degree)
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- U230A28 Chemistry (AS Degree)
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- U230A29 Environmental Science (AS Degree)
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*

MINOR PROGRAM REVISION(s)

- C207F Computer Network & Telecommunications Systems (AAS Degree)
 - CIS 260 revised from 2 to 1-2 credits in program electives; deleted CIS 261
 - *Effective 8/22/2021*
- C220A Early Childhood (AAS Degree)
 - HTH 281 reduced from 2 to 1 credit; electives increased from 2 to 3 credits
 - *Effective 8/22/2021*
- C248V ENT Mechanical Design (AAS Degree)
 - HTH 281 reduced from 2 to 1 credit; electives increased from 3 to 4 credits; total program electives increased from 12 to 13 credits; deleted ACC 271, ACC 275; revised ACC 251, ACC 252
 - *Effective 8/22/2021*
- U224A13 Education (AA Degree)
 - HTH 281 reduced from 2 to 1 credit
 - *Effective 8/22/2021*
- U224A43 Criminal Justice Administration (AA Degree)
 - HTH 281 reduced from 2 to 1 credit (increased science general education from 3-4 to 4 credits); deleted ITL 104
 - *Effective 8/22/2021*
- U230A30 Pre-Profession - Nursing (AS Degree)
 - HTH 281 reduced from 2 to 1 credit (optional elective, no change to degree)
 - *Effective 8/22/2021*
- U230A36 Health, Sport and Exercise Science (AS Degree)
 - HTH 281 reduced from 2 to 1 credit, electives increased from 5 to 6 credits
 - *Effective 8/22/2021*

COURSES

NEW COURSE(s)

- BUS 278 Business Analytics
 - 3 credits/3 lecture
 - *Effective 8/22/2021*
- BUS 131 Social Media and Digital Marketing
 - 3 credits/3 lecture
 - *Effective 8/22/2021*

MAJOR COURSE CHANGES (course addition/major revision), including a course fee)

- CIS 260 Cooperative Work Experience
 - credits from 2 to 1-2; lab from 3 to 2-3; now variable and repeatable, revised description
 - *Effective 5/31/2021*
- HTH 281 First Aid, CPR, AED
 - reduced credits from 2 to 1; reduced lecture from 1 to .5 credit; reduced lab from 2 to 1 credit
 - *Effective 8/22/2021*

MINOR COURSE CHANGE(s)

- Revised Course(s) (no course fee addition/revision/removal)
 - CHM 140 General Chemistry I
 - addition to prerequisite 'high school chemistry'
 - *Effective 5/31/2021*
 - BUS 275 Advertising in Social Media Era
 - added prerequisite 'BUS 127'
 - *Effective 8/22/2021*
 - CIS 155 Microsoft Excel I
 - updated GECC outcomes; revised description
 - *Effective 5/31/2021*
 - CIS 161 Microsoft Excel II
 - updated GECC outcomes; revised description
 - *Effective 5/31/2021*
 - CIS 299 Special Topics in Computer Information Systems
 - updated GECC outcomes; revised description
 - *Effective 8/22/2021*
 - VIC 275 Designing for Social Media
 - revised description; added 1 general education outcome
 - *Effective 8/22/2021*
- Deleted Course
 - CIS 261 Cooperative Work Experience
 - *Effective 5/31/2021*

TRITON COLLEGE, District 504
Board of Trustees

Meeting of March 16, 2021

ACTION EXHIBIT NO. 16562

SUBJECT: EMERGENCY CONTRACTING WITH LARRY'S PLUMBING FOR UNDERGROUND PIPING REPLACEMENT CONFIRMATION OF BOARD POLL

RECOMMENDATION: That the Board of Trustees approve contracting with Larry's Plumbing for O Building Water Main Pipe Replacement at a Time & Material Cost, not to Exceed \$50,000.00.

RATIONALE: The existing O Building Water Main supplying water to the O Building ruptured underground requiring emergency repair. Larry's Plumbing was referred through the Village of River Grove and operates as the Village of River Grove's Plumbing Contractor. The T & M Rate Structure is at Prevailing Wage Rates as identified as follows: \$139.00 per man hour regular, \$208.50 per man hour over time, Backhoe operator \$275.00 per hour regular, \$375.00 per hour overtime. Due to the emergency nature of the repair, this contract is exempt from the legal requirement of competitive bidding with Board approval, 110 ILCS 805-3/27.1(m). Board Poll conducted March 1-3, 2021, approved the Exhibit by a 7-0 vote 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
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of March 16, 2021

ACTION EXHIBIT NO. 16563

**SUBJECT: 2019-2024 NEGOTIATED AGREEMENT WITH FULL-TIME POLICE
ILLINOIS COUNCIL OF POLICE (ICOPS)**

RECOMMENDATION: That the Board of Trustees approve a five (5) year extension to the Full-time Police (ICOPS) Collective Bargaining Agreement covering July 2019 through June 2024. The Union has accepted the offer that was presented by the Board in September of 2019 with no additional changes. The modified terms and negotiated increases in pay will become effective April 1 of 2021. Negotiated salary increases are 2% each year for FY20, FY21 and FY22, with 4% increases for FY23 and FY24. While a compounding increase in base salary will occur, due to no retroactivity, actual salary increases will not begin until April of 2021 and will be prorated to that date. The base salary through March of 2021 remains flat with what was paid in FY19.

RATIONALE: Negotiations with ICOPS has been ongoing since mid-spring of 2019. While the Board of Trustees team has continued to bargain in good faith with the Union, it reiterated the Board's position on non-retroactivity. Bargaining included participation in non-mandatory mediation through the Federal Mediation and Conciliation Service. The parties have agreed to settle on the terms as presented in Fall of 2019 without retroactivity. The Union has voted and approved the attached settlement by a vote of 5 in favor and 0 against. The Administration recommends adoption of this CBA extension to the Board of Trustees.

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

Board Officers' Signatures Required:

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

From: IL Council of Police (ICOPs) [<mailto:icops@sbcglobal.net>]
Sent: Friday, March 12, 2021 11:43 AM
To: Sean Sullivan
Subject: Re: Triton FT Police Agreement

Mr. Sullivan,
Just a correction on my previous email. The correct vote count is 5 YES and 0 against.
Thank you.

Jana
Illinois Council of Police (ICOPs)
770 North Church Road, Suite H
Elmhurst, IL 60126
630-832-6772 - Phone
630-832-6978 - Fax
icops@sbcglobal.net

On Friday, March 12, 2021, 11:32:47 AM CST, IL Council of Police (ICOPs) <icops@sbcglobal.net> wrote:
Mr. Sullivan,
The contract vote count was 4 YES and 0 against.

Jana
Illinois Council of Police (ICOPs)
770 North Church Road, Suite H
Elmhurst, IL 60126
630-832-6772 - Phone
630-832-6978 - Fax
icops@sbcglobal.net

On Friday, March 12, 2021, 10:30:07 AM CST, IL Council of Police (ICOPs) <icops@sbcglobal.net> wrote:
Mr. Sullivan,
This is to confirm the contract was just ratified by of our members.

Jana
Illinois Council of Police (ICOPs)
770 North Church Road, Suite H
Elmhurst, IL 60126
630-832-6772 - Phone
630-832-6978 - Fax
icops@sbcglobal.net

On Friday, March 12, 2021, 10:27:47 AM CST, IL Council of Police (ICOPs) <icops@sbcglobal.net> wrote:
Mr. Sullivan,
This is the final draft with the language in 3.1 for 1 year probation deleted.

Jana
Illinois Council of Police (ICOPs)
770 North Church Road, Suite H
Elmhurst, IL 60126
630-832-6772 - Phone
630-832-6978 - Fax
icops@sbcglobal.net

2019

NEGOTIATED AGREEMENT

BETWEEN THE

ILLINOIS COUNCIL OF POLICE
TRITON CHAPTER

AND THE

TRITON COLLEGE BOARD OF TRUSTEES

DISTRICT #504

EFFECTIVE: July 1, 2019 through June 30, 2024
Successor Agreement finalized and ratified by both parties on
March ____, 2021.

All Terms and Conditions are non-retroactive and therefore any
changes/modifications in contract language, terms and conditions are effective
only when approved and signed by both Parties on March ____, 2021.

*Special Note: The definition of masculine references, i.e., he, him and him used in this contract
include the feminine equivalent, i.e. she, hers, her.*

PREAMBLE

WHEREAS, Triton College and the Union have endorsed voluntarily the practices and procedures of collective bargaining as fair and orderly way of conducting Triton's relations with its employees insofar as such practices are appropriate to the obligation of Triton to retain the right to operate District #504 in a responsible and efficient manner and are consistent with the paramount interest of the public and the students of the school system;

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority or duties vested in the Board and Triton College by the statutes of the State of Illinois or the laws of the United States of America;

WHEREAS, the parties agree that if any provision of this Agreement or any application of the Agreement to any Officer, individually or as a group, shall be found contrary to the law. Then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provision or applications shall continue in full force and effect. No provision of this Agreement shall abrogate the statutory rights, duties, and responsibilities of Triton. Triton also reserves its right to delegate to its administrators the responsibility for the day-to-day management of the College in its charge;

WHEREAS, the enforcement of this Agreement is the joint responsibility of Triton and the Union. Should any disputes arise as to the proper interpretation or application of any provision(s) of this Agreement, the representatives of Triton and the Union shall meet and confer in good faith to resolve differences;

WHEREAS, Triton and the Union further agree to comply faithfully with case and statutory law of the State of Illinois and the United States of America.

WHEREAS, the Employer and the Union may jointly modify this Agreement in writing, which shall be binding on the Employer, the Union, and the Employees;

AND WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and other conditions of employment of the Employees covered by this Agreement to promote maximum productivity of such Employees, to prevent interruptions of work and interference with the efficient operation of the College, and to provide an orderly and prompt method for handling and processing grievances:

NOW THEREFORE, the parties agree that all elements of the PREAMBLE are part of this agreement and additional agree as follows:

ARTICLE I RECOGNITION AND REPRESENTATION

This agreement entered into by and between the Triton College Board of Trustees, Triton Community College District #504, Cook County, Illinois (hereinafter referred to as "Triton") and Illinois Council of Police, Triton Chapter (hereinafter referred to as the "Union"), is intended to promote mutually harmonious understanding and a beneficial relationship between Triton and the Union, and to set forth herein the basic and full agreement between the parties concerning recognition of the Union as the sole bargaining agent for the sworn police officers of Triton Police Department, said sworn officers being comprised of police officers and sergeants.

The following reflects the agreement between Triton and the Union concerning this agreement:

Management Rights

1. Triton shall be entitled to make reasonable rules and regulations, to change methods, equipment or facilities provided. Triton shall not exercise its enumerated and retained rights in a manner that is unreasonable, arbitrary, or capricious.
2. It is further agreed by Triton and the Union that the Union shall be recognized to negotiate and bargain for any and all areas which affect the salaries, benefits, and working conditions of the said members of the Union to the extent permitted by law.
3. It is the intention of this Agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and employment conditions of the police personnel covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of the Police Department, and to provide an orderly and prompt method for handling and processing grievances.

None of the provisions of this Agreement shall be construed to require Triton or the Union to violate any federal or state laws. In the event any Article, Section, or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion specified in the court's decision.

ARTICLE II
NON-DISCRIMINATION

1. Neither Triton nor the Union shall discriminate against any employee on the basis of race, creed, color, sex, or national origin.
2. There shall be no discrimination against any employee because of Union activity or function as an officer, committee member, or Union official.

ARTICLE III WORKING CONDITIONS

All full-time sworn police officers will be covered by the following working conditions:

3.1 INITIAL EMPLOYMENT

1. The primary probationary period shall be eighteen (18) months, a new employee shall be eligible for increases in salary after satisfactorily completing the probationary period (see Article IX, 9.1).
 - ~~a. Fully certified and sworn Illinois police officers, with at least 10 years active duty patrol experience within the last 2 years, in good standing with the State of Illinois, shall only serve a Twelve (12) month probationary period under the same terms and conditions as eighteen (18) month probationary employees herein. All probationary officers must complete and pass the medical physical, appropriate screenings as well as an age appropriate power test. Employees remain on probation until approved for removal by public vote of the Board of Trustees~~
2. After the eighteen (18) months probationary period, evaluations will be completed annually. The employment shall continue until terminated by resignation, retirement, or reason for dismissal.
3. For promotions, all non-probationary full-time sworn Triton Police Officers shall be given first opportunity to apply and be examined for potential hiring to the position. In the event that no non-probationary candidate is deemed qualified, all probationary full-time sworn Triton Police Officers shall be eligible to sit for promotional examinations. If no internal candidate is deemed qualified, the college reserves the right to seek qualified candidates from outside the college. The college reserves the right to hire the best qualified candidate.
4. Evaluation of a probationary employee's work performance shall be made on the proper form by the immediate supervisor, and command staff after one (1) calendar month, and then every other month thereafter through the duration of the probationary period. The evaluation must be reviewed with the employee and submitted to the Associate Vice President of Human Resources for signature and retention in the employee's personnel file.

5. Upon satisfactory completion of the primary probationary period and upon the recommendation of the respective supervisor(s) and the Associate Vice President of Human Resources or designee and the approval of the Board, the individual shall become a permanent employee. The Board shall act on the recommendation within sixty (60) calendar days of receipt of the recommendation, or at the nearest regular meeting of the Board thereafter. Employment shall continue until termination by resignation, retirement, or dismissal.

3.2 WORKING HOURS

1. Work day shall be eight-and-one-half (8 ½) hours with lunch included in this period on a five (5) day work week schedule and ten-and-one-half (10 ½) hours with lunch included in this period on a four (4) day work week schedule. Lunch is one-half (1/2) hour and employees will be allowed to leave the campus, but must stay within a two (2) mile radius for food. Leaving campus for any reason is subject to Shift Supervisor approval in advance.
2. Basic shifts shall be determined by the Police Chief.

3.3 CONTINUING EMPLOYMENT

1. An evaluation may be requested by the employee, Chief, or Vice President of Business Services at any time, but if requested by the employee, the requested review will not fall within a six (6) month period of the last evaluation.
2. An employee not doing satisfactory work shall be notified by the immediate supervisor. A conference will be scheduled with the Police Chief and the Vice President of Business Services to discuss the employee's work and methods of improvement.
3. The Police Chief shall have the power to suspend an employee without pay up to five (5) working days. The Police Chief or the shift commander shall have the power to send an employee home for the balance of a day. A written report of the incident shall be forwarded to the Police Chief by the supervisor.
4. The employee shall have the right to appeal all suspensions through the proper chain of command and/or grievance procedures.
5. Upon written notice to the Chief of Police, officers shall have the right to review their personal file and may petition in writing to the Chief of Police requesting that the file be expunged of written

records of minor incidents after a period of one (1) year from the date of the written reprimand.

3.4 PROMOTIONS & DEMOTIONS

1. Promoted employees shall complete a twelve (12) month secondary probation. Evaluations shall be completed at six (6) months and at the end of the secondary probation period. Upon satisfactory completion of the probationary period and upon the recommendations of the immediate supervisor(s) and the Associate Vice President of Human Resources or designee and the approval of the Board, the individual shall become a permanent employee. The Board shall act on the recommendation within thirty (30) calendar days of receipt of the recommendations, or at the nearest regular meeting of the Board thereafter. Employment shall continue until termination by resignation, retirement, or dismissal.
2. At no time will the revised salary exceed the maximum of the salary range.
3. Involuntary transfer to a lower salary range will be made without loss of income. Voluntary transfer to a lower salary range will be made with the approval of the Chief to a salary that most closely approximates the individual's salary if they had not received a promotion.

3.5 COMPENSATION IN A TEMPORARY SUPERVISORY POSITION

1. Appointment to a temporary supervisory position shall be at the discretion of the Chief and based on seniority and experience. Temporary supervisory appointment shall not be based on "next in line". Determination is made by the Chief of Police and forwarded to the Vice President of Business and Board of Trustees for approval.
2. Any police employee holding a temporary supervisory position, which is normally paid at a higher rate than the employee's regular position, for three (3) consecutive work days or more shall be paid at the higher rate. In no case shall the officer receive less than a ten percent (10%) increase should he/she exceed the minimum of the higher position. This pay shall be from the first day in the temporary position and shall continue until the employee's regular position is resumed. Any employee working temporarily in a position on a higher range must be supervising a subordinate patrol officer throughout this period and must receive approval from the Vice President of Business Services.

3.6 VOLUNTARY SPECIAL DUTY COMPENSATION

College sponsored special duty work will be assigned on a voluntary basis only. Compensation shall be at the current salary, prorated on an hourly basis, with a minimum of two (2) hours or actual time worked, whichever is greater. Special duty resulting in excess of forty (40) hours per week shall be paid in accordance with Article III, Section G.

3.7 OVERTIME

1. Any work in excess of forty (40) hours per week or eight (8) hours per day or if on the ten (10) hour shift, shall be in excess of ten (10) hours per day shall be considered overtime and paid at the prevailing rate at one and one-half times (1 ½) or in compensatory time at the rate of one and one-half times (1 ½) the hours worked.
2. Overtime shall be at the rate of one and one-half (1 ½) times the regular rate of pay, and double time on holidays. Or, in lieu of overtime and at the officer's choice, compensatory time may be earned at one and one-half times (1 ½) the regular rate of or double time for all hours worked, on Holiday.
3. It shall be the responsibility of the supervisor to receive prior approval for overtime from the Vice President of Business Services by completing and submitting the request for overtime form. In emergency situations, verbal approval for overtime shall suffice, until the proper form is submitted and approved.
4. A minimum of two (2) hours at the overtime rate shall be paid to an employee requested to return to work for emergency duty.
5. An employee who has worked overtime shall indicate said time on his/her time card, have the card signed by the supervisor, and return it to the card rack by 9:00 AM each Monday.
6. Court time outside of an officer's scheduled shift and only when the officer has worked over 40 hours that week, shall be paid at a minimum of three (3) hours at one and one half (1 ½) times the hourly rate of pay or, at the officer's choice, in compensatory time at one and one-half (1 ½) times a minimum of three (3) hours.
7. Each employee may accrue compensatory time to a maximum of seventy-two (72) hours which must be used prior to the end of the fiscal year in which it was accumulated. If the compensatory time so accumulated is not utilized prior to the end of the fiscal year, the employee shall receive compensation paid at straight time rates for such compensatory time. All

comp-time usage must be approved by the Chief of Police and the Vice President of Business Services.

8. Revision of this process is subject to Web Time entry in the new Colleague system.

3.8 PHYSICAL EXAMINATIONS

1. Each new employee shall be required to have physical examination by a college approved physician prior to beginning employment and annually thereafter.
2. The Vice President of Business Services may request that an officer have a physical examination by the physician designated by the college at any time during employment when the Vice-President of Business Services provides a written notice to the officer prior to the examination, setting forth the reasons. Said physical examination shall be during working hours at the expense of the district. When said examination is required, all medical records which result from the examination shall be available to the officer and the Vice-President of Business Services.

3.9 TRITON COLLEGE POLICE RULES & REGULATIONS

1. All police personnel shall comply with the Triton College Campus Police Department Rules and Regulations. Violation of the Triton College Campus Police Department Rules and Regulations may be grounds for disciplinary action or dismissal.
2. The College agrees that within sixty (60) calendar days following the signing of this Agreement, the Chief of Police or his designee will prepare and distribute to all covered officers copies on compact disc of all College and Police Department Rules, Regulations, Board Policies and College Procedures that pertain to Police work and the specific duties of full-time sworn Triton Police Officers. Officers will sign a cover sheet indicating that they have received the materials. If an Officer requires an additional copy of these materials, or if subsequent updating of these materials becomes necessary, he or she may request an additional copy. It is understood that by distributing copies of such written Rules, Regulations, Policies and Procedures that guide their daily activities, that a higher level of professionalism in police work will be realized. However, in the event that any existing Rule, Regulation, Board Policy or College Procedure directly conflicts with the Articles and/or Sections of this Agreement, this Agreement shall take precedence over the existing College Rules, Regulations, Board Policies and College Procedures.

3.10 NO STRIKE PROVISION

1. No employee of the Triton College Police Department during the term of this contract shall engage in, induce, or encourage any strike, work stoppage, slowdown, picketing, or withholding of services by any other personnel at the College. Violation of this provision shall be grounds for dismissal.

3.11 SUBSTANCE ABUSE TESTING

1. The College and the Union recognize that the nature of the duties and obligations of the members of the Police Department require that no officer shall possess or be under the influence of alcohol while on duty or of any controlled substance at any time.
2. The College through the Vice President of Business Services shall have the right to institute substance abuse testing upon the reasonable suspicion of substance abuse. The Chief of Police and/or his designee shall have the authority to request testing when he/she makes a determination that there is reasonable suspicion of abuse.
3. Tests shall be permitted for any controlled, or illegal substance qualifying as "under the influence",
4. Tests shall be limited to urine tests except that if an officer tests positive for substance abuse, he/she or the College may request, at College expense, a blood test.

3.12 TERMINATION OF EMPLOYMENT

1. Resignation
 - A. An employee electing to resign from the college must submit written notice ten (10) working days prior to the termination date to the supervisor with a copy to the Chief of Police and the Vice President of Business Services.
 - B. If an officer resigns prior to completing two (2) years of service with the College, the Officer shall be reimburse the College for all actual training expenses, if the resignation occurs in the first year and fifty (50) percent of the expenses in the second year. After the second year there will be no reimbursement required.

ARTICLE IV DISCIPLINARY INVESTIGATION PROCEDURES

4.1 POLICE OFFICERS' BILL OF RIGHTS

The College agrees to abide by the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1), commonly known as the Police Officers' Bill of Rights. In the event a sworn Police Officer covered by this Agreement has reason to believe that the College has violated the Uniform Peace Officers' Disciplinary Act, he or she will have the opportunity of filing a Grievance under the terms of this Agreement, or, separately, filing an action in a court of law. The College further agrees to abide by all applicable legal requirements under appropriate State and Federal legislation concerning the right of employees to refuse to submit to oral or written investigatory interviews without Union representation where the employee reasonably believes that such interviews might result in disciplinary action.

4.2 NO MEDIA EXPOSURE

The College agrees that no photos of any Officer under investigation shall be made available by the College to the news media prior to a conviction on criminal charges or prior to a decision being rendered regarding any disciplinary action taken by the College and reviewed by an appropriate Reviewing body, unless otherwise required by law.

4.3 ELIGIBILITY FOR GRIEVANCE PROCEDURE

If any of the steps outlined in Article IV, Disciplinary Investigation Procedures, shall be violated by either the College or the Police Department, such violations shall be subject to the Grievance Procedure as described in Article VI of this Agreement.

ARTICLE V DISCIPLINE AND DISMISSAL

5.1 DISCIPLINE

A. Types of Discipline

At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise. However, the Board and the Union recognize that, from time to time, circumstances will arise which require the just dispensation of discipline. The parties agree that disciplinary action shall be for just cause shown and will be performed in a timely manner. Where applicable, discipline will be performed in a progressive manner. The types of discipline agreed to by the parties are as follows:

a. Oral Warning

The oral warning shall be delivered to the employee by the supervisor. The supervisor shall draft a memorandum of oral warning. A copy of such memorandum shall be served upon the employee who shall sign a copy to acknowledge receipt thereof and to further acknowledge the employee's understanding that the signed copy shall be retained by the supervisor. Such memoranda may be used as evidence in future disciplinary actions with regard to said employee.

b. Written Warning and Conference

Where the unsatisfactory performance or conduct giving rise to the oral warning has not been resolved, the employee and supervisor shall meet with the Associate Vice President of Human Resources to discuss the problem. The Union shall be notified and shall have a right to be present at the meeting. At said meeting, acceptable performance shall also be discussed. A written memorandum shall be prepared and given to the employee with copies to the supervisor and the Associate Vice President of Human Resources. All persons present shall sign said memorandum.

c. Suspension

If the unsatisfactory performance or behavior has not been corrected within the time frame established in the written warning and conference step, a second meeting shall be held with the

Supervisor and Associate Vice President of Human Resources wherein the reasons for a suspension shall be discussed. The Union shall be notified and shall have a right to be present at the meeting.

d. Discharge

If the unsatisfactory performance or behavior has not been corrected after the suspension of the employee, the employee may be discharged from employment with the College. The employee shall be given written notice of the reasons for such discharge and be provided with an opportunity to respond to the Board of Trustees prior to a decision regarding the anticipated discharge. The Union shall be notified and shall have a right to be present at the Board meeting.

e. Exceptions to Progressive Steps

Nothing herein shall limit the right of the College to effect an emergency suspension, with pay. Termination of an employee where the conduct of the employee is flagrant, insubordinate, or otherwise non-remediable shall only be effectuated following the pre-disciplinary meeting provided in Article V.B.

Said conduct shall include but not be limited to: sleeping during scheduled work shift; conviction of a felony anywhere, during the term of employment, and/or conviction for engaging in criminal activity (not a traffic offense) while on Triton's campus; bringing a weapon onto the College campus; theft of a object of value from Triton or persons on Triton's campus; fighting or striking another employee or supervisor; abandonment of the position by absenting himself for five or more consecutive days without notifying the supervisor; possession, sale or use of a controlled substance.

B. Pre-Disciplinary Meeting

For discipline other than oral warnings, an agent of the Board shall notify the Union and schedule a pre-disciplinary meeting with the employee and the Union. However, other than for a written warning conference, the meeting hereinafter described shall be mandatory. At this meeting the Board shall inform the employee of the reason(s) for potential or contemplated discipline. The employee and the Union designated person shall have the right to rebut or clarify the reasons for such discipline.

The persons present at this meeting shall be limited to the employee, one (1) Union designated representative, the supervisor involved, and the designee of the Vice President of Business. No other persons shall be present.

There shall be compliance with the provisions of this Section prior to the imposition of any discipline provided for in Section A, subparagraphs 3, 4 and 5 thereof.

C. Notification and Measure of Discipline

All levels of disciplinary actions against an employee shall be done so in writing with the full reasons stated therein. A copy of such disciplinary action shall be served upon the employee and the Union, (which shall include the local chapter representative), except in the case of an oral warning, wherein the provisions of A, 1 of this Article are applicable.

Once the Board has determined the measure of discipline, for that offense only, it shall not be increased for such offense. The disciplinary action taken for the particular offense as regards the affected employee shall not be a precedent for any conduct of similar nature for any other employee.

D. Removal of Discipline

Any verbal or written warnings shall be removed, upon written request, from an employee's file after two (2) years of continuous employment, if the employee has received no additional discipline for the same offense.

Any disciplinary action, greater than a verbal or written warning, other than dismissal shall be removed, upon written request, from an employee's file after five (5) years of continuous employment, only if the employee has received no additional discipline for the same offense. In the event of discipline for an action that could have resulted in termination, there will be no removal from the officer's file.

5.2 DISMISSAL

- A. An employee may be dismissed from duty by the Board of Trustees upon recommendation of the Vice President of Business Services and the College President when detrimental to the general welfare of the college.

B. Dismissal shall result from any act or events which prove to be detrimental to the general welfare of the college, and/or Police Department. Just cause for dismissal shall include, but not be limited to:

- i. Excessive tardiness shall be just cause for dismissal.
- ii. Falsification of any employee records constitutes a breach of proper conduct and shall be just cause for dismissal.
- iii. Excessive un-excused absence shall be just cause for dismissal.
- iv. Dismissal for just cause during the primary probationary period as detailed in the job description is not a grievable action.
- v. Dismissal resulting from substance abuse.

1. In addition to the above provisions, the College, by order of the Chief of Police, shall have the right to order urine and/or blood tests on any officer who, by his actions or conduct, creates a reasonable suspicion of substance abuse or being under the influence of alcohol while on duty. Those facts giving rise to the reasonable suspicion shall be reduced to writing and shall become part of the officer's personnel file. If the test results are negative, the fact statement shall be removed from the officers file. If the results are positive, the officer shall be disciplined in accordance with the above provisions.

Prior to ordering a test based upon a reasonable suspicion of substance abuse or being under the influence of alcohol while on duty, the Chief of Police or in his absence the next in command shall personally observe the officer in question.

2. In the event test results indicate an officer has abused a controlled substance and that officer voluntarily submits himself for dependence treatment recommended by a medical professional and approved by the Chief of Police and successfully completes said treatment, no suspension may be imposed. However, if the officer is subsequently tested and the test results indicate substance abuse, said officer shall be subject to termination.

3. Test results indicating that an officer has abused a controlled substance shall be grounds for the Chief of Police to recommend to the Associate Vice President of Human Resources and the Board of Trustees the immediate suspension without pay of the officer in question for up to thirty (30) days. In the event a subsequent test indicates that the same officer has abused controlled substance, that officer shall be subject to termination for cause. Any employee given notice of a proposed adverse action resulting from testing shall be given five (5) working days to respond. This action shall not be grievable.
4. Refusal to take the test shall be grounds for suspension for ten (10) days on the first occasion. Any officer who refuses to submit to a test in the second occasion shall be terminated for cause.
 - a. All tests shall be administered by facilities licensed by the State of Illinois and not associated with the College and not associated with the Union. The College and the Union agree to designate at least three (3) facilities that are mutually acceptable.
 - b. In the event test results indicate an officer has abused a controlled substance, that officer shall have the right to request an additional test within twenty-four (24) hours at College expense at another agreed testing facility. If the second test results are negative, the first test results shall be deemed negative.
5. Nothing in this section shall diminish the College's right to prohibit the consumption of alcohol or being intoxicated while on duty and discipline any officer for violation of said prohibition.
 - a. Conviction of any Felony of the Criminal Code of any State or Federal jurisdiction shall be just cause for dismissal.
 - b. A violation of the Triton College Police Department Rules and Regulations shall be just cause for disciplinary action or dismissal.

6. If dismissal is sought for any reason the Chief must first serve the individual with a notice of intent of dismissal, which notice shall contain the specific basis and particulars of the charges.

Such notification shall be considered served when delivered in person or when the same shall be deposited in United States Mail and sent by registered or certified mail to the individual's last address on file with the college with return receipt requested and proper postage affixed thereto.

Within ten (10) calendar days after service of such notifications, the individual may, in a written statement of grievance, elect to bypass Steps 1 and 2, and proceed immediately with Step 3 of the Grievance Procedure.

5.3 REDUCTION IN FORCE POLICY FOR TRITON POLICE

Layoff will be by reverse seniority beginning with last hired officer.

1. A reduction in force occurs when the Board of Trustees determines that a reduction in force of sworn police officers is necessary, and after all part time officers and P.S.O.'s (Public Service Officers) have been laid off.
2. If there is to be a reduction in force of sworn police officers, the Union President shall be notified sixty (60) days prior to such reduction.
3. A reduction in force shall be accomplished by normal attrition when feasible.
4. A reduction in force of sworn police officers shall be by reverse seniority.
5. A sworn police officer who is laid-off due to a reduction in force shall receive severance pay equal to one-half (1/2) of one week's straight time pay of the officer (at the time of displacement) multiplied by the total number of years, (up to a maximum of eight (8) years) of the officer's service with the College. Calculation shall be to the nearest one-half (1/2) year based on the date of the notice.

6. Officers laid-off through reduction in force shall be called back to duty by seniority should such recall occur within two (2) years from the date of the reduction in force.

ARTICLE VI GRIEVANCE PROCEDURE

It is the intent of the Board and ICOP's – Triton Chapter, to provide for the prompt and informal resolution of Police employees' complaints.

6.1 DEFINITION

A grievance shall mean a complaint by a Police officer or ICOP's that there has been a violation, misinterpretation or misapplication of this agreement.

6.2 PROCEDURE

Within ten (10) college working days of an event or when an officer should have reasonably known of the event, the Police officer shall review the complaint with his immediate supervisor or the Police Chief and attempt to resolve the matter informally. An officer of the Union may be present.

Step 1

If the complaint is not resolved informally, the complaint shall be submitted in writing and submitted to the Police Chief and the Union President. The Police Chief and the Union shall discuss the matter. This meeting will occur within ten (10) college working days of receipt of the written complaint. The Police Chief will respond within five (5) college working days of the meeting or within fifteen (15) days following receipt of the complaint. If the Police Chief does not respond within the time limit, the grievant may proceed to the next step of the grievance procedure.

Step 2

If the grievance is not settled at Step 1, the Police Union may forward the complaint to the Human Resources Office. This must be done within ten (10) college working days of receipt of the response of the Police Chief. Representatives of the Police and the Associate Vice President of Human Resources will confer on the grievance. The Human Resources Office will respond within five (5) college working days of this meeting.

Step 3

If unresolved at Step 2, the Union may appeal to the Vice President of Business Services and the College President or his designee within ten (10) college working days of the Human Resources

Office response. The Vice President of Business Services and the College President or designee will meet with representatives of the Police Union within five (5) college working days of receipt of the appeal. A decision will be rendered within five (5) college working days of the meeting.

Step 4

If the grievance is not settled at Step 3, the Police Union may forward the complaint to the College Board of Trustees. This must be done within thirty (30) college working days of receipt of the response of the Vice President of Business Services and the College President or his designee. Representatives of the Police and the College Board of Trustees will confer on the grievance. The College Board of Trustees will respond within five (5) college working days of this meeting.

Step 5 – Arbitration

If the grievance is not satisfactorily resolved under Step 4, it may be submitted by the Union within ten (10) college working days of the Step 4 answer to binding arbitration. The Union shall notify the Board, and the parties shall attempt to mutually agree upon an arbitrator within five (5) business days of the notification. If the parties cannot reach an agreement on a arbitrator, the parties shall jointly request Federal Mediation and Conciliation Service or other appropriate parties to provide panels of arbitrators and to act as the administrator of the proceedings.

The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from or change the provisions of this Agreement, applicable work rules, or Board policy. The arbitrator shall consider and decide only the specific issue(s) submitted in writing and shall have no authority to make any decision or recommendations on any other issue not submitted to him.

6.3 TIME FACTORS

1. The time limitations of these procedures may be modified by mutual written agreement.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits will permit the aggrieved party to proceed to the next step unless the limits have been extended as in Article 6.3-1.

3. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits will be considered to be acceptance of the decision rendered at that step unless the limits have been extended in Article 6.3-1.

ARTICLE VII EMPLOYMENT PRACTICES & PROCEDURES

7.1 SENIORITY

As for purposes of this Agreement, seniority shall be defined as: the number of days, weeks, months and years of continuous service that a member of the bargaining unit has worked for Triton as an officer of the Police Department, calculated from the date the officer was hired. If two (2) or more employees were or are hired on the same date, their standing on the eligibility register list shall determine their seniority.

7.2 SENIORITY AND VACATION SCHEDULING

Wherever possible, vacation periods shall be selected and scheduled prior to December 31st of each year for vacations that will be taken later in the next year. Vacations shall be selected and scheduled based on seniority within the Police Department and the bargaining unit.

Staff vacations shall be scheduled when possible at times of decreased demand such as but not limited to Winter Break, Spring Break and during lower enrollment periods in the summer months.

7.3 SENIORITY, SHIFT SCHEDULING AND DAYS OFF

The College agrees that seniority will be one of the determining factors in allowing Officers to bid on or otherwise select the shifts they will work and the days they will be off. Other factors in making such determinations may include education, training, prior experience and job performance. The final authority for making such determinations shall reside with the Chief of Police or his designee and shall reflect the overall staffing needs of the Department.

7.4 SENIORITY AND OVERTIME

Scheduled overtime assignments shall be based on Police Department seniority, except if a particular level of training or expertise is required for a particular overtime assignment or detail, that assignment may be granted to an Officer of lesser seniority. Unscheduled overtime also shall be based on seniority and, in instances where all available Officers have comparable levels of training and expertise, the unscheduled overtime shall first be offered to the most senior Officer available. The Department will maintain a continuous rotating seniority list which will be utilized in

assigning scheduled and unscheduled overtime. However, a given Officer shall have the right to decline to work unscheduled overtime if another Officer of comparable training and skill levels is available and indicates a willingness to work the unscheduled overtime. Also, individual Officers who exercise their seniority rights in working either scheduled or unscheduled overtime shall be limited to a maximum of forty (40) hours of such overtime in any two-week pay period. Further, no Officer covered by this Agreement may be compelled to work more than forty (40) hours of overtime in any two-week pay period, unless the Officer agrees, seniority levels not withstanding.

7.5 SENIORITY AND RESCHEDULING (TRADING) OF SHIFTS

The College agrees that regularly scheduled shifts and regularly scheduled days off may periodically be voluntarily traded between individual Officers without regard to seniority. In such instances, both Officers involved in a given shift trade must notify the Chief of Police or his designee at least twenty four (24) hours in advance of the starting time of the shift being traded. If in the best interest of the College, due to officer skills and ability, the Chief can decline the proposed trade. Also, such voluntary shift rescheduling must be reciprocal so that the College will not be obligated to compensate either Officer at an overtime rate, unless the original shift being traded was to have been an overtime shift.

7.6 JURY DUTY LEAVE, COURT LEAVE

Any full-time Sworn Police Officer covered by this Agreement who is summoned as a witness in a criminal or civil Court proceeding related to an officers duties at the College and the officer is not a party to the action, or is summoned and reports for jury duty shall be granted leave to fulfill such duty. The College shall compensate any Officer who is required to serve as a juror or participate in a Criminal or Civil Court proceeding at his or her regular rate of pay, assuming such Court or Court-related appearance takes place when the Officer would have been scheduled to work. The Officer shall present proof of such service to the Chief of Police or his designee. Any fees or expense reimbursements that are paid to the Officer for such duty shall, in turn, be paid by the Officer to the College.

7.7 COURT TIME COMPENSATION

The College agrees that all full-time sworn Police Officers will be compensated for Court appearances at the minimum rate of three (3) hours of the Officer's overtime rate of pay or compensatory time at the overtime rate of time and one half if such appearance is scheduled at a

time that the Officer would not normally be working and such time puts the officer over forty (40) hours in a week.

If the Court appearance is scheduled for a time when the Officer works a full shift on the same day, either before or after the Court appearance, the three (3) hours shall be paid to him or her providing it is not during his or her regularly scheduled shift. For example, if an Officer works third shift and has a Court appearance at 9:00 a.m., and the Court appearance ends before the regular third shift starting time, that Officer will be paid for three hours at the overtime rate. For Court appearances that occur during an Officer's regularly scheduled shift, there shall be no additional compensation. Also, an Officer will be paid for only one three hour minimum rate of Court time per day. For example, if an Officer has a 9:00 a.m. Court call on a day that he or she would not otherwise be working, and it the Officer must return for a 1:00 p.m. Court call, he or she will be paid for the four hours for the morning call and on an hour-for-hour basis at the normal overtime rate of pay for the afternoon Court call.

7.8 TRAINING COMPENSATION TIME

Officers will be given compensatory time for mandatory off-duty Training and Department meetings at the rate of time and one-half with a minimum of two (2) hours if it results in the officer working more than forty (40) hours in a week. No more than three (3) mandatory meetings will be scheduled per year.

7.9 EQUIPMENT SAFETY

The College agrees that no unsafe or improperly maintained or non-functioning equipment, including patrol cars, motorcycles, radios, Department-owned weapons, computers, lights, sirens and other equipment that is in regular use shall be assigned to Officers covered by this Agreement. It is understood that officers shall give reasonable notice to the administration regarding malfunctioning equipment and notice must be given to the Chief, Vice president of Business Services, and any other appropriate department in writing.

7.10 SECONDARY EMPLOYMENT

The College agrees that all full-time sworn Police Officers covered by this Agreement who desire to take on secondary employment may do so. In instances where such secondary employment is not directly involved in law enforcement or security work, such secondary employment will be reported by the Officer to the Chief of Police or his designee for his information only. All secondary employment must have prior Vice President of Business Services approval which will not be unreasonably

withheld. No approval will be given to any Officer to work security or in an establishment whose primary source of revenue is the sale of liquor. The College shall have the right to require the secondary employer to sign and execute a document (to be provided by the College) that holds harmless the College from any liability that may result from such secondary employment.

7.11 BODY ARMOR

Any officer with body armor more than five (5) years old or no body armor shall be issued new body armor by the College upon the signing of this Agreement.

For officers who have body armor that is less than five (5) year old, they shall continue to use such body armor until it becomes five (5) years old. Individual Officers shall advise the Chief of Police or his designee six (6) months prior to the expiration date that the body armor is about to become obsolete. The Chief, within a reasonable time shall provide the replacement body armor. The parties to this Agreement accept the research findings of the National Institutes of Justice that all body armor designed for Police usage becomes obsolete and should be replace after five (5) years of daily usage.

ARTICLE VIII BENEFITS

8.1 INSURANCE – Medical/Life/Dental

~~A group hospitalization, income protection, life, and dental program as adopted by the Board of Trustees and contained in a book entitled "Our Group Insurance Plan," as available for the Faculty and Classified Staff will be made available to employees covered by this Agreement. These benefits will be under the same terms and conditions as for Faculty and Classified Staff. Employees hired after the effective date of this contract shall pay for health insurance for the first six (6) months and there will be no insurance coverage for pre-existing conditions.~~

~~All benefits set forth in the Health, Dental, and Life Insurance program as adopted by the Board of Trustees shall be paid under a co-payment **premium** plan set forth below. Each officer will be provided specifics regarding these insurance programs. Effective July 1, 1997 dependent coverage shall be provided on a co-payment **premium** basis of twenty-six (26) pay periods per fiscal year.~~

~~Effective July 1, 2013 the health insurance co-payment **premium** will be revised through recommendation of the Employee Health Insurance committee and as approved by the Board of Trustees. The co-payment **premium** amount shall be identical to the highest amount paid by any other full time employee group. The standard effective date shall thereafter be January 1 through December 31 however, the Board of Trustees at their discretion may revise the co-payment at anytime within 180 days notice to the affected employees.~~

~~Insurance coverage begins immediately; employee has 31 days from the start of employment to enroll. Otherwise the next opportunity is during Open Enrollment (towards the end of the calendar year).~~

~~The College is in compliance with the Affordable Care Act concerning pre-existing conditions.~~

~~Responsibility for benefit rates will shift to the Health Insurance Committee. All full time employee groups will have equal representation together with the President **or their** and his designee. This committee will concentrate on controlling the cost of this life and health insurance package.~~

- 1. All benefits set forth in the Health, Dental and Life Insurance program as adopted by the Board of Trustees shall be paid as herein after agreed for each full-time employee by Triton College except**

each new employee shall pay for his/her coverage for the first six months of employment. Each employee will be provided with specifics regarding these insurance programs.

Employee and dependent coverage shall be provided on a co-payment premium basis.

Effective July 1, 2013 the health insurance co-payment will be revised through recommendation of the Employee Health Insurance committee and as approved by the Board of Trustees. The co-payment amount shall be identical to the highest amount paid by any other full time employee group. The standard effective date shall thereafter be January 1 through December 31, however the Board of Trustees at their discretion may revise the co-payment at any time with 180 days notice to the affected employees.

***Based on 26 pay periods per fiscal year. (Persons receiving their annual pay on less than the 26 pay period schedule shall have the annualized contribution [26 pay periods X the contribution rate] divided by their number of pay periods deducted from each paycheck.)**

- 2. An employee on leave may at his option and expense continue insurance coverage. The first thirty (30) days shall be kept in force by the Board of Trustees. Parental leave is excluded from this option.**
- 3. In the event that the majority of the Health Insurance Committee determines that it is in the best interest of the covered employees to modify the cap on the employee portion for prescription drugs, that recommendation will go before the Board of Trustees for consideration. Under no circumstances shall the Health Insurance Committee agree to dispose of a prescription drug card program in its entirety.**
- 4. All health and accident insurance claims which have been submitted prior to termination shall be valid.**
- 5. An employee whose spouse is covered under the Triton Medical/Dental Plan shall not be required to be separately covered under the Plan.**
- 6. A Joint Committee will study and review all aspects of health insurance. Faculty, Administrative, and Classified employees will have equal representation together with the President or his designee. This committee will concentrate on controlling the cost of the life and health insurance package.**

Prescription Drug Card and Employee Co-pay

\$ 6.00	Generic Drug
\$10.00	Brand Name
\$12.00	Non-formulary

8.2 WORKERS' COMPENSATION

1. Every employee is covered under Workers' Compensation for accidents occurring on the job. All accidents must be immediately reported to the immediate supervisor and the college nurse. Failure to additionally notify the College Nurse's Office immediately following the accident could mean forfeiture of benefits.
2. An employee who is injured from events arising out of and due to the performance of his/her job and who of necessity must be absent from work shall have the following options:
 - a. The employee shall receive Workers' Compensation Benefits only.
 - b. The employee may receive the difference between his/her regular pay and the amount received from Workers' Compensation limited to the amount of accrued sick leave. Sick leave shall be deducted based only on the amount of remuneration received from the college.

8.3 PENSION PLAN

1. The Union Members will participate in the State Universities Retirement System (SURS) in accordance with State statues.
2. All retirees will have the same reduced tuition plan as the full-time sworn police officer for self and dependents for 5 years from the last date of employment.

8.4 VACATION

1. With the Colleague computer system, all days will be converted to hours. Example: One (1) day is equal to eight (8)

hours. All existing database of days have been converted in Colleague system to hours.

2. **All PTO** Hours shall only be accrued in the Colleague system as they are earned, and shall only be credited to the system after the 16th day of the month worked.
3. Employees on an approved leave shall not accrue vacation, sick, floating holidays and personal time during the leave.
4. Employees shall not be paid for time not yet earned. In the event that an employee is compensated for time not year earned, such "overpayment" shall be adjusted on a future payroll. In the event of termination of employment, the employee must reimburse the College in full from his/her personal funds within ten (10) days of having been notified of the overpayment.

A. Paid vacation shall be earned on a monthly basis using the following formula:

- | | | |
|------|--|-----------|
| I. | From day 1 year 1 | 80 hours |
| II. | From day 1 year 5 | 120 hours |
| III. | From day 1 year 9 | 128 hours |
| IV. | From day 1 year 10 | 136 hours |
| V. | From day 1 year 11 | 160 hours |
| VI. | Each full time sworn officer shall be granted three (3) days paid time off between December 25 and December 31 of each year. | |

5. Vacation requests are to be submitted for approval on the appropriate form to the immediate supervisor and the Chief of Police. The needs of the department and the college shall be considered when approving vacation requests.
6. Each employee must take a minimum of forty (40) consecutive working hours vacation each year. An employee may accumulate vacation time not to exceed:

280 hours for the life of this Agreement

7. Upon separation from employment, vacation time accrued but not used, to a maximum of:

280 hours for the life of this Agreement

may be paid at the employee's option at his/her regular salary rate, or as time off prior to retirement.

8. Vacation approved in the first twelve months of employment, shall only be allowed under exceptional circumstances. Such circumstances shall be decided only by the Vice President of Business Services on a case by case basis, and such decision is not grievable.

8.5 HOLIDAYS

1. Regular Paid Holidays:

- New Year's Eve Day
- New Year's Day
- Spring Holiday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day
- Presidents' Day*
- Veterans' Day*
- Columbus Day*
- Dr. Martin Luther King Jr.'s Birthday
- Sunday after Spring Holiday (when assigned).

*Three Designated Floating Holidays

2. In the event any holiday listed above is removed by Triton from the college calendar as a recognized holiday, such holiday shall automatically be removed from the list above. The College agrees to replace each such day removed with a comparable floating holiday.

NOTES

1. When a scheduled day off occurs on any of the holidays listed above except Presidents' Day, Veterans' Day,

Columbus Day, and the Sunday after Spring Holiday, the officer shall receive one day's pay.

2. If Presidents' Day, Veterans' Day, and Columbus Day are regularly assigned workdays, or assigned as days off, a day off (floating holiday) will be earned. If called in, holiday pay will prevail.
3. Day observed by Triton College and staff as holidays will be designated holidays except for the Sunday after Spring Holiday.
4. Regular scheduling will be adjusted by the shift supervisors, with the approval of the Chief of Police, for the two week period which includes Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day to consider and allow for holiday shift selection and consecutive days off.

8.6 SICK LEAVE

With the Colleague computer system, all days will be converted to hours. Example: One (1) day is equal to eight (8) hours. (All existing database of days have been converted in Colleague system to hours)

1. Sick leave shall be interpreted to mean illness, accident, hospitalization, doctor's appointment, quarantine of the employee or someone in his/her immediate family. The administration may require a doctor's statement as proof of illness after the fifth sick leave in one twelve (12) month period or after three (3) consecutive days of sick leave.
2. Sick leave shall be earned at the rate of eight (8) hours per month during the first ninety (90) days of employment. Upon completion of this ninety (90) day period, the employee shall be credited with eight (8) hours for each remaining month in the fiscal year (July 1).
3. Sick leave days shall not be credited for that period when an employee is on a Family Medical Leave Act or military leave of absence.
4. An employee who will be late or absent due to sickness shall notify the Police Department two (2) hours prior to the start of the shift. Failure to comply with this procedure may result in the loss of salary for that day.

5. Sick leave shall be deducted to the nearest one quarter (1/4) of a day.
6. There shall be a two thousand eight hundred eighty (2880) hours limitation on accumulated sick leave. Upon retirement monetary remuneration shall be at twelve and one-half percent (12.5%) of unused sick leave as defined by the State Universities Retirement System.
7. In the case of an extended illness, the Chief of Police may at his discretion grant unused vacation time after normal sick leave has expired, upon written request of the employee.
8. An employee absent the working day before or the working day following a legal holiday or vacation period may be requested to submit acceptable proof of the reason for the absence. Failure to provide such evidence shall result in the employee's salary being deducted for both the holiday and the day of absence.
9. Hours shall only be accrued in the Colleague system as they are earned and shall only be credited to the system after the 16th day of the month worked.

8.7 BEREAVEMENT

The Employer agrees to pay employees covered by this Agreement for necessary absence because of death in the immediate family, up to and including a maximum of three (3) scheduled work days straight time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, grand-parent, grand-child, child, brother, sister, or the equivalent "in-law" relationship to the employee. Or a legal dependent or legal guardian of the employee.

Additional days may be allowed at the discretion of the Chief of Police and may be charged against accumulated sick leave.

8.8 PERSONAL USE LEAVE

1. Each full-time police employee is entitled to twenty-four (24) hours personal use leave ~~days~~ during each college year for personal use business without loss of pay or deduction from sick leave benefits. A statement of general reason shall be recognized in all cases of such leave.
2. Personal will be approved by the Supervisor and Chief of Police.

3. Hours shall only be accrued in the Colleague system as they are earned, and shall only be credited to the system after the 16th day of the month worked.
4. Unused personal leave shall apply to sick leave.

8.9 UNIFORMS

1. The employer shall furnish a complete basic uniform, excluding the service weapon, to each full-time sworn officer. This will be a one-time only issue to newly employed officers.
2. On July 1, each year, after the first full year of employment, each full-time sworn officer shall receive a six hundred dollar (\$600.00) annual allowance to be used for the purpose of cleaning, laundering, maintaining and replacing the basic uniform and requires original receipts and will be processed within sixty (60) days. An expense check will be remitted to each officer on or before July 15, of each fiscal year. Appearance and attire must comply with departmental rules, general orders, policies and procedures.

8.10 EDUCATION

1. Upon completion of an approved undergraduate course with a "B" or better, each full-time employee shall be reimbursed up to a maximum of \$1,400.00 per year (July 1 to June 30) for courses, conferences, and seminars taken off campus. Reimbursement shall be for courses in an approved program or for approved independent courses of study related to the employee's position except for certain Triton College courses, as determined by the Human Resources Office.
2. Tuition for Triton courses will be free with the maximum waiver of \$50.00 in course fees per course. The free courses must be approved as beneficial to employment at Triton by their immediate supervisor. If they are not beneficial, the tuition will be \$3.00 per credit hour with a maximum waiver of \$50.00 in course fees per course. Tuition for dependents (spouse and children) will be \$6.00 per credit hour. In case of out-of-district residents, a request for charge back must be made. Tuition will not exceed the \$6.00 per credit hour rate. Fees will be waived up to a maximum of \$50.00 per course.
3. An employee required to attend training sessions to learn more about his/her job shall be paid time or compensated, if after regular working hours only. The district shall assume responsibility for any expenses in connection with these training sessions (if applicable to the job, and

subject to the Chief's and Vice President of Business Services approval).

4. In case of out-of district residents, a request for charge back must be made.
5. Mileage paid for travel relating to training or other duties will be the excess over what the officer's normal round trip travel would have been from home to work.

8.11 Training

1. Any undergraduate course must be approved in advance by the Vice President of Business Services who can approve or reject at his/her discretion, any decision made on an undergraduate course request which may not be grieved, and upon completion of an approved undergraduate course with a "B" or better, or completion of an approved graduate course with a "B" or better, each full-time employee shall be reimbursed up to a maximum of:

\$1,700 for courses, conferences, and seminars or Police Training taken off campus, including Police related training.

Reimbursement shall be for courses in an approved accredited degree program, courses need to meet the requirements of another job classification within the bargaining unit or to meet the requirements determined by the Career Ladder Committee for a promotional opportunity. The employee shall furnish a rationale describing the relationship to the job classification.

8.12 CONFERENCES, CONVENTIONS, SEMINARS

The Administration shall encourage Union employees to attend educational conferences to broaden their knowledge.

8.13 IN-SERVICE TRAINING

Recognizing the importance of education and the responsibility of the college to help and enhance the skills of the union member employees, one day per year shall be set aside as a required in-service day for the Officers. Five hundred dollars (\$500) per year shall be allocated to the Union and Human Resources for the expenses. The Union and the Human Resources Department shall come to a mutual agreement regarding how to spend these funds to best meet the training needs of the employees. All necessary arrangements for the in-service day shall be

made by the in-service committee consisting of representatives from the Union and the Human Resources Department.

Other in-service training programs shall be encouraged and planned by the respective departments.

ARTICLE IX WAGE ADJUSTMENT

9.1 BASE SALARY LEVELS

~~It is agreed that there will be a delay in the following raises until the financial situation with the State of Illinois is corrected and for the duration of the delay, there will be no increase in health insurance co-premiums.~~

~~A. Effective July 1, 2017 starting pay for all officers will be \$34,000.00. All officers upon starting full-time shall be paid \$34,000.00 annual salary, prorated over 26 pay periods annually (except when it is prorated over 27 pay periods approximately every 7-11 years).~~

~~1. Successful completion of the **appropriate** eighteen (18) month probationary period is only completed upon approval of satisfactory completion by the Board of Trustees. Once approved by the Board of Trustees, effective with the beginning of the first day of the next payroll period, the employee shall be granted the percentage increase to base given to all officers of that rank, for that fiscal year, prorated and going forward only. Effective July 1st immediately following the successful completion of probation, the officer's base salary shall be increased to \$43,800.00 and thereafter, with the percentage increase applied to the base, as listed below, on July 1st for each successive year that the negotiated agreement remains in effect.~~

~~2. Sergeants will be paid \$54,420.00 starting with a percentage increase, as listed below, annually thereafter. This increase will be prorated if the promotion is between January through June.~~

~~For the duration of this agreement, a Sergeant, if promoted internally shall be paid an annual salary 2% greater than the highest paid patrol officer and in no event, less than \$52,000.00~~

~~A. Effective July 1, 2017 each officer and sergeant shall receive a salary increase of: 2% for fiscal year 2018.~~

~~B. Effective July 1, 2018 each officer and sergeant shall receive a salary increase of: 2% for fiscal year 2019.~~

**ARTICLE IX
WAGE ADJUSTMENT**

9.1 BASE SALARY LEVELS

It is agreed that there will be a ~~delay in the following raises until the financial situation with the State of Illinois is corrected and for the duration of the delay, there will be no increase in health insurance co-premiums.~~ **No Retroactivity in any of the terms and conditions of this Agreement. Health Insurance co-premiums are determined by the Board of Trustees who manage the policy and consider the recommendations of the employee Health Insurance Committee as indicated in Article VIII herein.**

A. Effective ~~July 1, 2017~~ **July 1, 2021**, starting pay for all officers will be ~~\$34,000.00~~ **\$34,340** All officers upon starting full-time shall be paid ~~\$34,000.00~~ **\$34,340** annual salary, prorated over 26 pay periods annually (except when it is prorated over 27 pay periods approximately every 7-11 years).

1. Successful completion of the ~~appropriate eighteen (18) month~~ **appropriate** probationary period is only completed upon approval of satisfactory completion by the Board of Trustees. Once approved by the Board of Trustees, effective with the beginning of the first day of the next payroll period, the employee shall be granted the percentage increase to base given to all officers of that rank, for that fiscal year, prorated and going forward only. Effective July 1st immediately following the successful completion of probation, the officer's base salary shall be increased to ~~\$43,800.00~~ **\$43,938** and thereafter, with the percentage increase applied to the base, as listed below, on July 1st for each successive year that the negotiated agreement remains in effect.
2. Sergeants will be paid ~~\$54,420.00~~ **\$54,964** starting with a percentage increase, as listed below, annually thereafter. This increase will be prorated if the promotion is between January through June.

For the duration of this agreement, a Sergeant, if promoted internally shall be paid an annual salary 2% greater than the highest paid patrol officer and in no event, less than ~~\$52,000.00~~ **\$54,964**

Effective upon ratification by both parties, each officer and sergeant shall receive a salary increase of:

- A. **Effective July 1, 2019 each officer and sergeant shall receive a salary increase of: 2% for fiscal year 2020.***
- B. **Effective July 1, 2020 each officer and sergeant shall receive a salary increase of: 2% for fiscal year 2021. ****
- C. **Effective July 1, 2021 each officer and sergeant shall receive a salary increase of: 2% for fiscal year 2022.**
- D. **Effective July 1, 2022 each officer and sergeant shall receive a salary increase of: 4% for fiscal year 2023.**
- E. **Effective July 1, 2023 each officer and sergeant shall receive a salary increase of: 4% for fiscal year 2024.**

*Due to the Non Retroactivity of the negotiated agreement which expired June 30, 2019 and a successor agreement was not finalized, ratified and approved until March ____ 2021, while the base salary will be adjusted effective upon ratification, the payroll will be adjusted to be effective upon the date of final ratification only. Therefore no additional salary will be received for FY20.

**Due to the Non Retroactivity of the negotiated agreement which expired June 30, 2019 and a successor agreement was not finalized, ratified and approved until March ____ 2021, while the base salary will be adjusted effective upon ratification, the payroll will be adjusted to be effective upon the date of final ratification only. Therefore additional salary will be limited and prorated to the final ratification date in FY21.

9.2 SHIFT DIFFERENTIAL

There shall be no differential in compensation between any shifts.

9.3 CERTIFIED TRAINING ASSIGNMENTS

Certified training assignments (CTA) allows an officer or sergeant the opportunity to receive an additional \$500 annual stipend pro-rated over 26 pay periods. The determination of this assignment and compensation is at the sole discretion and appointment of the Vice President of Business Services. This appointment can be changed or removed at any time and compensation shall be made only during the time of appointment to a CTA. The request and proof of certification must be in writing and directed to the VP of Business for review and response.

At no time can any officer or sergeant receive pay for more than one (1) certified training assignment. There is a limit of one (1) person serving an appointment per training assignment, as listed below:

- Investigator
- Field Training Officer
- Range Officer

9.4 IRS Section 125 SALARY REDUCTION PROGRAM

The Board shall make available to all full-time sworn officers, at Board expense, an IRS Section 125 Salary Reduction Program to the fullest extent provided by the IRS rules and regulations for insurance premiums, eligible non-reimbursed medical expenses, and dependent care expenses. All enhancements, reductions, alterations, and changes hereinafter adopted by the IRS shall have a like effect on the plan provided by the Board.

This program shall be supplemental to the other insurance coverage contained in the agreement with the Union and shall not permit the employee to withdraw from these basic insurances coverage's.

ARTICLE X
LABOR MANAGEMENT MEETINGS

In an effort to encourage open communication and the free exchange of ideas aimed at improving the service to the college, the Union and the College agree that, from time to time, they shall meet and discuss relevant issues.

The College shall be represented by the Chief of Police and the Vice President of Business Services or his designee and the college attorney if requested by the Vice President. The Union shall be represented by two (2) local union representatives and if requested by the local, an ICOP's representative.

ARTICLE XI UNION BUSINESS

11.1 UNION ACTIVITY DURING WORK HOURS

Officers shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings, Triton labor/management meetings, committee meetings and activities if such committees or activities have been established by Triton and if such officers are required to attend such meeting by virtue of being Union representatives, stewards, witness, or grievant.

11.2 ACCESS TO PREMISES BY UNION REPRESENTATIVES

Triton agrees that Union staff representatives shall have reasonable access to the premises of College Representative so long as they “receive approval of the Police Chief” and provided that such visits do not interfere with normal operations. Such visitations shall be for the reason of the administration of this Agreement. Nothing contained herein shall be construed as authorizing or permitting the convening of a Union caucus or meeting on College time to consider a matter which can reasonably be discussed by the Officers on non-work time.

11.3 BULLETIN BOARDS

The Union shall be entitled to use a designated portion of a bulletin board in the Roll-Call Room. Items posted by the Union shall not be political, partisan, or defamatory in nature.

11.4 SENIORITY ROSTER

The College shall furnish the Union with a current seniority roster. In the event of a change of that roster an updated version shall be furnished.

11.5 DUES DEDUCTION / FAIR SHARE

A. Dues Check off

The College shall deduct union dues from the salary of each Police Department employee covered by this Agreement in amounts as determined by the Union, provided the amount to be deducted shall be uniform for each Union member and provided the deduction is authorized in writing by the member. Such deduction shall be

made no later than thirty (30) calendar days following receipt of the appropriate Union authorization by the designated College office.

An employee's authorization shall be deemed revoked upon termination of employment.

When the College makes such deductions and remits such union dues, the Union shall indemnify, hold harmless and defend the Board of Trustees, its members, agents and employees in any action, complaint or suit or other proceedings which may be brought under this Article.

11.6 FAIR SHARE

Voluntary participation through Membership in the Union representing the bargaining unit and Dues is solely between the Employee and the Union. It is governed by state law and this Negotiated Agreement has no bearing on those issues. All matters of participation should be addressed with Union representatives.

~~Employees covered by this Agreement who are Union members as of October 24, 1986, shall be required to maintain membership in the Union or to pay, in lieu of dues, a fair share fee. Employees hired after July 1, 1986 who elect not to become members of the Union shall also be required to pay a fair share fee no later than sixty (60) calendar days following commencement of employment. The amount of the fee shall be certified to the Board by the Union, and fair share deductions shall be made at the same time and in the same manner as dues check off deductions.~~

~~The Union shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member employees and paid to the Union.~~

~~Non-member employees who object to the amount of the fair share fee established by the Union shall have the right to file an unfair labor practice charge against the Union or take such other action as may be authorized by the Illinois Educational Labor Relations Act and/or the rules and regulations promulgated there under by the Illinois Educational Labor Relations Board. Upon any such filing and notice of such to the Union and~~

~~to the Board, such funds as paid by the employee shall be transmitted to the Illinois Educational Labor Relations Board or designee for placement in an appropriate escrow account as established by such agency for such purpose and pursuant to their rules and regulations.~~

~~Employees who object to the payment of such fees based upon bona fide religious tenets of teaching of a church or religious body of which such employees are members shall pay the fair share fee as determined by the Union to a non-religious, charitable organization mutually agreed upon by the employees affected and the Union. If the affected employee and the Union are unable to reach an agreement on the matter, such money will be paid to one of the charitable organizations approved by the Illinois Educational Labor Relations Board for such purposes.~~

~~The Union shall indemnify and hold harmless the Board of Trustees, its members, officers, agents, and employees from any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.~~

ARTICLE XII ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Subject to the requirements of impact bargaining, no other matter shall be subject to renegotiations unless mutually agreed upon between the parties, and no amendments or other agreements shall be effective unless in writing and signed or initialed by both parties.

All compensation received under this agreement is limited to a maximum of 5.99% in consideration of the provisions of Illinois Pension Code (40 ILCS 5/15 -111) and any and all legislative enactments that may follow related thereto.

If subsequent legislative enactments permit compensation in excess of 5.99% without penalty to, or liability for the College, then such compensation shall be paid under the provisions of this agreement.

RATIFICATION OF THIS AGREEMENT

By signing below the parties signing on behalf of their respective bargaining units have adopted the attached Agreement in its entirety:

EFFECTIVE: July 1, 2019 through June 30, 2024
Successor Agreement finalized and ratified by both parties on
March ____, 2021.

All Terms and Conditions are non-retroactive and therefore any changes/modifications in contract language, terms and conditions are effective only when approved and signed by both Parties on March ____, 2021, with salary changes effective April 1, 2021 as specified herein.

Board of Trustees
Triton Community College
District #504

Illinois Council of Police

Chairperson		Illinois Council of Police	
	Date		Date
Secretary		Chapter President	
	Date		Date
		Chapter Vice President	
			Date
		Chapter Secretary	
			Date