



**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, May 18, 2021 at 6 p.m.

Agenda

Tuesday, May 18, 2021

- I. **CALL TO ORDER** May 18, 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 April 20, 2021, No. 13](#)
[Minutes of the Board Organizational Meeting of April 27, 2021, No. 14](#)
- 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

- [16581 Budget Transfers](#)
- [16582 Agreement with Partnership Financial Credit Union for an On-Campus Branch](#)
- [16583 Facility Fee Waiver: Federal Bureau of Investigation \(FBI\)](#)
- [16584 Resolution Adopting Public Hearing on Proposed FY 2022 Budget](#)
- [16585 Ellucian Recruiter Software Renewal](#)
- [16586 Rave Wireless Inc. Service Renewal](#)
- [16587 Usablenet Service Renewal](#)
- [16588 Integrated Document Technologies \(IDT\) Maintenance Agreement Renewal](#)
- [16589 Upland Software – Filebound Service Agreement Renewal](#)
- [16590 Heartland Business Systems – 72 Notebook Purchase](#)
- [16591 Heartland Business Systems – 100 Notebook Purchase](#)
- [16592 Federal Transit Administration \(FTA\) Certifications and Assurances](#)
- [16593 Agreement with Chicago Area Interpreter Referral Service \(CAIRS\)](#)
- [16594 National Student Clearinghouse Contract Revisions](#)
- [16595 Annual Subscription with Persistence Plus](#)
- [16596 Intergovernmental Extension Site Agreement with Oak Park River Forest High School](#)
- [16597 Library Book Purchase from Amazon.com](#)
- [16598 Library Membership and Database Purchases through CARLI](#)
- [16599 Library Membership and Database Purchases through NILRC](#)
- [16600 Library Subscription and Agreement for Medici.tv](#)
- [16601 Cooperative Agreement with Norridge Gardens](#)
- [16602 Cooperative Agreement with Physician Immediate Care, LLC](#)
- [16603 First Amendment to Clinical Agreement with Rush Oak Park Hospital](#)
- [16604 Addendum to Affiliation Agreement with Advocate Illinois Masonic Medical Center](#)
- [16605 Curriculum Recommendations](#)
- [16606 Resolution Abating Taxes Levied for Debt Service on Series 2020C Bonds](#)

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
Bianca Sola-Perkins, Dean of Continuing Education

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 7:30 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 (via teleconference), Mr. Steven Page, Mrs. Elizabeth Potter, Mr. Rich Regan, Mr. Mark Stephens, Ms. Diane Viverito.

Absent: Mr. Glover Johnson.

APPROVAL OF BOARD MINUTES

Ms. Viverito made a motion, seconded by Mrs. Potter, to approve the minutes of the Regular Board Meeting of March 16, 2021.

Roll Call Vote:

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

Absent: Mr. Johnson.

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

COMMENTS ON THIS AGENDA

Chairman Stephens commented that there is a revised Page 14 in the Human Resources Report.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Faculty Association President Leslie Wester reported that negotiations meetings are occurring weekly. She congratulated Outstanding Faculty Award winner Justyna Koc and the Auto Faculty for an outstanding car show over the weekend.

Mid-Management Association President Patricia Brantley reported on various activities and events involving Mid-Managers including a Drive In Movie, the Car Show, and Ask the Professor sessions.

Classified Association President Katrina Mooney reported that she met last week with President Moore regarding return to campus concerns, and that ventilation improvements on campus will be highlighted in communications to help alleviate such concerns.

Adjunct Faculty Association President Bill Justiz congratulated all involved in the Car Show, commenting that there was great community turnout.

STUDENT SENATE REPORT

TCSA President Megan Sroka reported on the successful Movie on the Lot and that TCSA E-Board elections were held this month. Ms. Sroka commented that she has enjoyed coming to Board meetings, and that new TCSA President Jasmin Garcia will be attending future meetings.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito reported that the committee met virtually earlier this month, discussed items pertaining to academic and student affairs and ask the Board for their support.

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on April 7, reviewed fourteen new business items and one purchasing schedule, and forwarded all of the items to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

President Moore commented that with emotions high given the world's activities, she reiterates to the campus community to take of yourselves and those close to you, and the college will continue to provide resources, including mental health resources.

Ms. Moore noted that as Community College Month is celebrated in April, she is reminded of the unique history of community colleges in changing lives and supporting the community. She asked Dean of Students Andrea Bangura to introduce four students who are being honored this evening.

Student Recognition: Dean Bangura reported that the following students have been recognized at the national level and do themselves and the institution proud. Sarah Cuevas, a pre-veterinarian student, was named 2021 Dream Student Scholar, one of eight nationally selected scholars. Ms. Cuevas serves as the Vice President of Service for PTK, is President of Chess Club, and was student representative on the Strategic Planning committee. Bertha Sanchez received an Aspen Young Leaders Fellowship, which is an intensive yearlong leadership training experience. Ms. Sanchez is one of thirty selected for this honor. She is a participant in the SURGE program and was just elected as new Student Trustee. Xavier Skinner is a 2021 Coca-Cola Academic Team Gold Scholar, which is based on scores earned in the All-USA Academic Team competition. Mr. Skinner is a member of PTK and participates in the TRIUMPH program. Oumou Toure participated in the NASA Community College Aerospace Scholars (NCAS) NASA Experience. Ms. Toure is a member of PTK, is in the SURGE program, and is participating in the Solar Cup competition.

Strategic Plan: Executive Director of Strategic Planning & Accreditation Purva Rushi reviewed strategic plan work as follows. The current 7-year Strategic Plan sunsets on June 30, 2021, with a new 3-year Strategic Plan commencing July 1. Dr. Rushi reviewed the Strategic Planning Committee membership and development process. The three goals targeted for year one of the plan are: Goal 1) Assure quality and innovation in teaching and learning to increase student recruitment, retention, and completion. Goal 2) Cultivate a diverse, equitable, and inclusive work environment that fosters employee engagement to support students. Goal 3) Strengthen the College's relationships with the community and prepare students to enter the local workforce. Next steps include forming committees to develop action plans and communication across campus.

PRESIDENT'S REPORT

President Mary-Rita Moore reported that the Certified Medical Assistant program has received full accreditation and congratulated Program Director John Cody and Dean Pamela Harmon.

President Moore recognized Student Trustee Steven Page on his distinguished service representing students on the Board for the past two years. She commented that his accomplishments at Triton have been superb and wished him well as he moves on to graduation and future endeavors.

CHAIRMAN'S REPORT

Chairman Mark Stephens presented Mr. Page with a plaque in recognition of his unselfish service to the Board of Trustees and students of Triton College in 2019 – 2021.

Mr. Stephens commented that the county clerk has not yet finalized the election results, and announced that the Board Organizational Meeting will be held on Tuesday, April 27, 2021 at 6:30 p.m.

Chairman Stephens commented that as vaccinations proceed and we look hopefully forward to the end of the pandemic, it's nice to know that in tough times, Triton pulls together and people care. He thanked everyone at the College for keeping things going for students.

NEW BUSINESS

ACTION EXHIBITS

With leave of the Board, the Student Trustee Action Exhibit was moved to this point on the agenda.

16578 Selection of Student Member of the Board of Trustees

Student elections were held on April 6 and 7, 2021, and Bertha Sanchez was elected as the new Student Trustee with 39 votes received.

Ms. Viverito made a motion to approve the Selection of Student Member of the Board of Trustees, seconded by Mr. Regan.

Roll Call Vote:

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

Motion carried 5-0 with the Student Trustee voting yes.

SEATING OF NEW STUDENT TRUSTEE

Attorney Dan Cannon issued the oath of office to Bertha Sanchez, and Ms. Sanchez took her seat at the Board table.

ACTION EXHIBITS

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

- 16564 Budget Transfers**
- 16565 2021-2026 Intergovernmental Agreement Extension with Des Plaines Valley Region Education for Employment Regional Delivery System**
- 16566 Copyright Clearance Center Agreement**
- 16567 Agreement with Cumulus Media – Digital Advertising**
- 16568 Agreement with Cumulus Media – WKQX Radio**
- 16569 Agreement with effecty, a Comcast Company – Digital and Television**
- 16570 Agreement with iHeart Media**
- 16571 Agreement with Illinois Convenience and Safety Corp.**
- 16572 Agreement with Interstate Outdoor Advertising**
- 16573 Agreement with Total Traffic and Weather Network**
- 16574 SURS Deferred Compensation Plan**
- 16575 Episerver Development Agreement**
- 16576 American Digital Backup Replication and Disaster Recovery**
- 16577 College Curriculum Committee Recommendations**

Mr. Regan made a motion to approve the Action Exhibits, seconded by Mrs. Potter.
Roll Call Vote:

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

Motion carried 5-0 with the Student Trustee voting yes.

PURCHASING SCHEDULE

B43.13 Districtwide Schedule of Classes – Fall 2021

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

Roll Call Vote:

Affirmative: Mrs. Bickel, Mrs. Potter, Mr. Regan, Ms. Sanchez, Ms. Viverito,
Mr. Stephens.

Absent: Mr. Casson, Mr. Johnson.

Motion carried 5-0 with the Student Trustee voting yes.

BILLS AND INVOICES

Mr. Regan made a motion, seconded by Mrs. Bickel to pay the Bills and Invoices in the amount of \$2,735,035.31.

Roll Call Vote:

Affirmative: Mrs. Bickel, Mrs. Potter, Mr. Regan, Ms. Sanchez, Ms. Viverito,
Mr. Stephens.

Absent: Mr. Casson, Mr. Johnson.

Motion carried 5-0 with the Student Trustee voting yes.

CLOSED SESSION

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

Roll Call Vote:

Affirmative: Mrs. Bickel, Mrs. Potter, Mr. Regan, Ms. Sanchez, Ms. Viverito,
Mr. Stephens.

Absent: Mr. Casson, Mr. Johnson.

Motion carried 5-0 with the Student Trustee voting yes. The Board went into Closed Session at 8:17 p.m.

RETURN TO OPEN SESSION

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

Roll Call Vote:

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

Absent: Mr. Casson, Mr. Johnson.

Motion carried 5-0 with the Student Trustee voting yes. The Board returned to Open Session at 8:45 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

Ms. Viverito made a motion, seconded by Mrs. Potter, to approve pages 1 through 5 of the Human Resources Report, items 1.1.01 through 1.2.35.

Roll Call Vote:

Affirmative: Mrs. Bickel, Mrs. Potter, Mr. Regan, Ms. Sanchez, Ms. Viverito,
Mr. Stephens.

Absent: Mr. Casson, Mr. Johnson.

Motion carried 5-0 with the Student Trustee voting yes.

2.0 Adjunct Faculty

Ms. Viverito made a motion, seconded by Mrs. Bickel, to approve pages 6 through 7 of the Human Resources Report, items 2.5.01 through 2.9.02.

Roll Call Vote:

Affirmative: Mrs. Bickel, Mrs. Potter, Mr. Regan, Ms. Sanchez, Ms. Viverito,
Mr. Stephens.

Absent: Mr. Casson, Mr. Johnson.

Motion carried 5-0 with the Student Trustee voting yes.

3.0 Administration

No action on Page 8 of the Human Resources Report.

4.0 Classified, Police & Engineers

Mrs. Potter made a motion, seconded by Mrs. Bickel, to approve pages 9 through 12 of the Human Resources Report, items 4.1.01 through 4.9.01.

Roll Call Vote:

Affirmative: Mrs. Bickel, Mrs. Potter, Mr. Regan, Ms. Sanchez, Ms. Viverito,
Mr. Stephens.

Absent: Mr. Casson, Mr. Johnson.

Motion carried 5-0 with the Student Trustee voting yes.

5.0 Mid-Management

Ms. Viverito made a motion, seconded by Mrs. Potter, to approve pages 13 and revised page 14 of the Human Resources Report, items 5.1.01 through 5.3.04.

Roll Call Vote:

Affirmative: Mrs. Bickel, Mrs. Potter, Mr. Regan, Ms. Sanchez, Ms. Viverito,
Mr. Stephens.

Absent: Mr. Casson, Mr. Johnson.

Motion carried 5-0 with the Student Trustee voting yes.

6.0 Hourly Employees

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve pages 15 through 17 of the Human Resources Report, items 6.1.01 through 6.6.01.

Roll Call Vote:

Affirmative: Mrs. Bickel, Mrs. Potter, Mr. Regan, Ms. Sanchez, Ms. Viverito,
Mr. Stephens.

Absent: Mr. Casson, Mr. Johnson.

Motion carried 5-0 with the Student Trustee voting yes.

7.0 Other

No action on page 18 of the Human Resources Report.

ADJOURNMENT

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

Roll Call Vote:

Affirmative: Mrs. Bickel, Mrs. Potter, Mr. Regan, Ms. Sanchez, Ms. Viverito,
Mr. Stephens.

Absent: Mr. Casson, Mr. Johnson.

Motion carried 5-0 with the Student Trustee voting yes.

Submitted by: Mark R. Stephens
Board Chairman

Elizabeth Potter
Board Secretary

Susan Page

Susan Page, Recording Secretary

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the organizational meeting of the Board of Trustees, held in the Triton College Boardroom and via public teleconference, to order at 7:05 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 (via teleconference), Mr. Glover Johnson, Mrs. Elizabeth Potter, Mr. Rich Regan, Ms. Bertha Sanchez, Mr. Mark Stephens, Ms. Diane Viverito (via teleconference).

CITIZEN PARTICIPATION

None.

REORGANIZATION OF THE BOARD

Declaration and Acceptance of Results of the Board of Trustees Election held April 6, 2021

Mr. Stephens reported that the college has received the following Official Certificate of Results from the Cook County Clerk for the Office of Trustee of Community College District 504, Triton College, in the April 6, 2021 Consolidated General Elections.

<u>For 6-year terms:</u>	<u>Votes</u>
Tracy Jennings	18,220
Mark R. Stephens	14,347
Luke Casson	14,323
Andrew Charles Kopinski	7,613

<u>For 2-year term:</u>	<u>Votes</u>
Norma Hernandez	12,123
Lisa Bickel	11,954
Carolyn R. Wilhight	6,776

Mrs. Potter made a motion to accept the Declaration of Results as stated, declaring Tracy Jennings and Mark R. Stephens as the persons officially elected to the office of Trustee for full six (6) year terms, and Norma Hernandez as the person officially elected to the office of Trustee for a two (2) year unexpired term to the Board of Trustees of Community College District #504, Triton College, in the April 6, 2021 election.

Roll Call Vote:

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

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

Oath of Office for Newly Elected and Re-elected Trustees

Attorney Dan Cannon issued the oath of office to Norma Hernandez (via teleconference), Tracy Jennings, and Mark Stephens.

ADJOURNMENT SINE DIE

Mrs. Potter made a motion, seconded by Mr. Regan, to adjourn the meeting.

Roll Call Vote:

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

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

Mr. Stephens thanked Mrs. Bickel and Mr. Casson for their service. He commented that Mrs. Bickel is active in her community and has devoted her life to education, and encouraged her to stay involved in public service. Mrs. Bickel thanked the Board and community for the opportunity to serve. Mr. Stephens commented that Mrs. Casson is a friend and a good friend of Triton College, and he was honored to serve alongside of him. Mr. Casson expressed his pleasure to have served on the Board and stated that he will always find a way to serve and make the community better.

Chairman Stephens adjourned the Board at 7:22 p.m.

CALL TO ORDER OF NEW BOARD/ROLL CALL

Chairman Mark Stephens called the new Board of Trustees to order at 7:22 p.m.

Present: Ms. Norma Hernandez (via teleconference), Mr. Tracy Jennings, Mr. Glover Johnson, Mrs. Elizabeth Potter, Mr. Rich Regan, Ms. Bertha Sanchez, Mr. Mark Stephens, Ms. Diane Viverito (via teleconference).

Member to serve as Chairperson of the Board

Ms. Viverito made a motion in nomination of Mark Stephens as Chairman of the Board, seconded by Mrs. Potter.

Roll Call Vote:

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

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

Member to serve as Vice Chairperson of the Board

Mr. Stephens made a motion in nomination of Diane Viverito as Vice Chairwoman of the Board, seconded by Mrs. Potter.

Roll Call Vote:

Affirmative: Mr. Johnson, Mrs. Potter, Mr. Regan, Ms. Sanchez, Ms. Viverito,
Mr. Stephens.

Negative: Ms. Hernandez, Mr. Jennings.

Motion carried 5-2 with the Student Trustee voting yes.

Member to serve as Secretary of the Board

Mr. Stephens made a motion in nomination of Elizabeth Potter as Secretary of the Board, seconded by Mr. Regan.

Roll Call Vote:

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

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

BOARD APPOINTMENTS

Treasurer

Vice President of Business Services Sean Sullivan was appointed Treasurer.

Attorney

Kusper & Raucci Chartered and Franczek P.C. were appointed Attorney.

Auditors

Crowe LLP was appointed Auditors.

Architects

Arcon & Associates was appointed Architects.

Board Representatives to Outside Organizations

Norma Hernandez was appointed Board representative to the Illinois Community College Trustees Association (ICCTA). Diane Viverito was appointed Board representative to the American Association of Community Colleges (AACC).

Board Committee Appointments

Diane Viverito was appointed Chair of the Board Academic Affairs/Student Affairs Committee with Tres Johnson as member. Elizabeth Potter was appointed Chair of the Board Finance/Maintenance & Operations Committee with Tracy Jennings as member. The full Board will serve as the Auditing Committee.

NEW BUSINESS

ACTION EXHIBITS

16580 Regular Board Meeting Dates for Calendar Year 2022

Board meetings will be held on the third Tuesday of each month with the exception of January, August, and September, which will be held on the fourth Tuesday. The dates for 2022 are: January 25, February 15, March 15, April 19, May 17, June 21, July 19, August 23, September 27, October 18, November 18, and December 20. The start time of meetings will be 6:30 p.m.

Mr. Johnson made a motion to approve the Board Meeting Dates for 2022, seconded by Mrs. Potter.

Roll Call Vote:

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

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

ADJOURNMENT

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

Roll Call Vote:

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

Motion carried 7-0 with the Student Trustee voting yes. Chairman Stephens adjourned the meeting at 7:30 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 May 18, 2021

ACTION EXHIBIT NO. 16581

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 4/1/21 to 4/30/21**

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
EDUCATION FUND					
1	Auto Technology	01-10300515-540100210	Auto Technology	01-10300515-530900010	\$ 10,700.00
2	Auto Technology	01-10300515-540900505	Auto Technology	01-10300515-530900010	6,400.00
3	Auto Technology	01-10300515-560600010	Auto Technology	01-10300515-530900010	100.00
4	Ctr Access & Accom Services	01-20800530-540100110	Ctr Access & Accom Services	01-20800530-530900010	398.00
5	Ctr Access & Accom Services	01-20800530-540100210	Ctr Access & Accom Services	01-20800530-530900010	1,343.00
6	Ctr Access & Accom Services	01-20800530-540200005	Ctr Access & Accom Services	01-20800530-530900010	805.00
7	Ctr Access & Accom Services	01-20800530-540600005	Ctr Access & Accom Services	01-20800530-530900010	455.00
8	Ctr Access & Accom Services	01-20800530-540900505	Ctr Access & Accom Services	01-20800530-530900010	244.00
9	Ctr Access & Accom Services	01-20800530-550100005	Ctr Access & Accom Services	01-20800530-530900010	1,001.00
10	Ctr Access & Accom Services	01-20800530-550200005	Ctr Access & Accom Services	01-20800530-530900010	1,500.00
11	Ctr Access & Accom Services	01-20800530-590900000	Ctr Access & Accom Services	01-20800530-530900010	1,000.00
12	VP Academic Affairs	01-80100560-590900040	Business	01-10200520-550100010	560.00
13	Finance	01-80200510-530900010	Finance	01-80200510-590900000	101.00
14	Professional Development	01-80900540-540100110	Professional Development	01-80900540-530900010	150.00
15	Professional Development	01-80900540-550100005	Professional Development	01-80900540-530900010	350.00
TOTAL EDUCATION FUND					\$ 25,107.00
TOTAL PROPOSED BUDGET TRANSFERS					\$ 25,107.00

Budget Transfer Form

Dollar Amount \$10,700

From what Budget Account 01 10300515 540100210 Object Code Description AUT : Instructional Supplies

To what Budget Account 01 10300515 530900010 Object Code Description AUT : Other Contractual Services

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

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

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Spending priorities for the department shifted after receipt and installation of the Chassis Dynamometer.

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

After installation of the Chassis Dynamometer, some additional work to the lab T105 area was required. Funds were approved for these repairs.

Required Signatures

Requestor DocuSigned by: Jennifer Davidson 4/13/2021

Cost Center Manager DocuSigned by: Ken Davis 4/14/2021

Associate Dean (If Applicable) _____

Dean (If Applicable) DocuSigned by: Jennifer Davidson 4/14/2021

Associate Vice President DocuSigned by: Paul Jensen 4/14/2021

Area Vice President DocuSigned by: Susan Campos 4/14/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 4/15/21

Entered by: B5507 DS 4/15/21

Budget Transfer Form

Dollar Amount \$6400

From what Budget Account 01 10300515 540900505 Object Code Description AUT : Other Materials & Supplies

To what Budget Account 01 10300515 530900010 Object Code Description AUT : 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:
 Spending priorities for the department shifted after receipt and installation of the Chassis Dynamometer.

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

After installation of the Chassis Dynamometer, some additional work to the lab T105 area was required. Funds were approved for these repairs.

Required Signatures

Requestor Jennifer Davidson 4/13/2021
DocuSigned by: JEE740099D00040E

Cost Center Manager Ken Davis 4/14/2021
DocuSigned by: 9F9E499963FCA76

Associate Dean (If Applicable) _____

Dean (If Applicable) Jennifer Davidson 4/14/2021
DocuSigned by: JEE740099D00040E

Associate Vice President Paul Jensen 4/14/2021
DocuSigned by: 812C006BB1074DE

Area Vice President Susan Campos 4/14/2021
DocuSigned by: FCS34351F864T495

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: AN

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 4/14/21

Entered by: B 5506 DS 4/15/21

Budget Transfer Form

Dollar Amount: \$100

From what Budget Account: 01 - 10300515 - 560600010 Object Code Description: AUT: Leased Software

To what Budget Account: 01 - 10300515 - 530900010 Object Code Description: AUT : Other Contractual Services

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

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

Rationale:
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Spending priorities for the department shifted after receipt and installation of the Chassis Dynamometer.

Explain specifically why additional funds are needed in the receiving account:
 After installation of the Chassis Dynamometer, some additional work to the lab T105 area was required. Funds were approved for these repairs.

Required Signatures

Requestor: Jennifer Davidson 4/13/2021

Cost Center Manager: Ken Davis 4/14/2021

Associate Dean (If Applicable): _____

Dean (If Applicable): Jennifer Davidson 4/14/2021

Associate Vice President: Paul Jensen 4/14/2021

Area Vice President: Susan Campos 4/14/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: CK

VP of Business Services: [Signature]

Entered by: BSS04 DS 4/15/21

Budget Transfer Form

Dollar Amount

\$398.00

From what Budget Account

01 20800530 540100110

Object Code Description

Office Supplies

To what Budget Account

01 20800530 530900010

Other Contractual

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

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

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

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

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

The funds are needed to pay for sign language interpreting services for students who are deaf.

Required Signatures

Requestor

DocuSigned by:
Deborah Katzmark 4/19/2021

Cost Center Manager

DocuSigned by:
DKatzmark 4/19/2021

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:
Hilary Meyer 4/19/2021

Associate Vice President

DocuSigned by:
Andrea Kangura 4/19/2021

Area Vice President

DocuSigned by:
Jodi Koslow Martin 4/26/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: AK

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 4/27/21

Entered by: BSS22 DS 4/27/21

Budget Transfer Form

Dollar Amount \$1,343.00

From what Budget Account 01 20800530 540100210 Object Code Description Instructional supplies

To what Budget Account 01 20800530 530900010 Other Contractual

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:
 No other Instructional supplies are needed for this year.

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

Additional funds are needed to pay for sign language interpreting services for students who are deaf.

Required Signatures

Requestor DocuSigned by: Deborah Kaczmarek 4/19/2021

Cost Center Manager DocuSigned by: [Signature] 4/19/2021

Associate Dean (If Applicable) _____

Dean (If Applicable) DocuSigned by: Hilary Meyer 4/19/2021

Associate Vice President DocuSigned by: Denise Jones 4/19/2021

Area Vice President DocuSigned by: Jodi Koslow Martin 4/26/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: [Signature]

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 4/27/21

Entered by: B5523 DS 4/27/21

Budget Transfer Form

Dollar Amount ~~805.00~~ \$805.00

From what Budget Account 01 - 20800530 - 540200005 Object Code Description Printing

To what Budget Account 01 - 20800530 - 530900010 Object Code Description Other Contractual

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

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

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Additional printing is not needed for this year.

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

Additional funds to pay for sign language interpreting services for students who are deaf as an accommodation.

Required Signatures

Requestor DocuSigned by: Deborah Kaczmarek 4/19/2021

Cost Center Manager DocuSigned by: H Kaczmarek 4/19/2021

Associate Dean (If Applicable) _____

Dean (If Applicable) DocuSigned by: Hilary Meyer 4/21/2021

Associate Vice President DocuSigned by: Denise A Jones 4/22/2021

Area Vice President DocuSigned by: Jodi Koslow Martin 4/22/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance AM

Exec. Director of Finance: AR

Exec. Dir. of Bus. Operations: _____

VP of Business Services: sc 4/27/21

Entered by: BSS15 ds 4/27/21

Budget Transfer Form

Dollar Amount

\$455.00

From what Budget Account

01 20800530 540600005

Object Code Description

Publication & Dues

To what Budget Account

01 20800530 530900010

other contractual

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

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

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
No additional Publications & dues are needed for this year.

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

Funds are needed to pay for sign language interpreting services as an accommodation for students who are deaf.

Required Signatures

Requestor

DocuSigned by: Deborah Kaymark 4/19/2021

Cost Center Manager

DocuSigned by: [Signature] 4/19/2021

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by: _____ 4/19/2021

Associate Vice President

DocuSigned by: Hilary Meyer 4/19/2021

Area Vice President

DocuSigned by: Andrea Bangura 4/19/2021

DocuSigned by: _____ 4/19/2021

DocuSigned by: Jodi Koolan Martin 4/19/2021

DocuSigned by: _____

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 4/21/21

Entered by: BSS10 PS 4/21/21

Budget Transfer Form

Dollar Amount XXXXXXXX \$244.00

From what Budget Account 01 20800530 540900505 Object Code Description other Materials & Supplies

To what Budget Account 01 20800530 530900010 Object Code Description other Contractual

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

Grant Accountant? _____ Include Attachments: Yes [] No [X]

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 No other Materials & supplies are needed for this year.

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

Funds are needed to pay for sign language interpreting services as an accommodation for students who are deaf.

Required Signatures

Requestor DocuSigned by: Deborah Kaymark 4/19/2021
E9F06F0A765F402

Cost Center Manager DocuSigned by: [Signature] 4/19/2021
E9F06F0A765F402

Associate Dean (If Applicable) _____

Dean (If Applicable) DocuSigned by: Hilary Meyer 4/19/2021
E9F06F0A765F402

Associate Vice President DocuSigned by: Denise Jones 4/19/2021
E9F06F0A765F402

Area Vice President DocuSigned by: Jodi Koslow Martin 4/26/2021
E9F06F0A765F402

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 4/27/21

Entered by: BSS14 DS4 / 27/21

Budget Transfer Form

Dollar Amount \$1001.00

From what Budget Account 01 20800530 550100005 **Object Code Description**
Meeting Expense

To what Budget Account 01 20800530 530900010 **Object Code Description**
Other Contractual

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

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

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
Additional Meeting Expenses are not needed for this year.

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

Additional funds are needed to pay for sign language interpreting services as an accommodation for students who are deaf.

Required Signatures

Requestor Deborah Kazymark 4/19/2021
Cost Center Manager [Signature] 4/19/2021
Associate Dean (If Applicable) _____ 4/19/2021
Dean (If Applicable) Hilary Meyer 4/19/2021
Associate Vice President Denise Jones 4/19/2021
Area Vice President Jodi Koslow Martin 4/19/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: _____
 Asst. Director of Finance _____
 Exec. Director of Finance: [Signature]
 Exec. Dir. of Bus. Operations: [Signature]
 VP of Business Services: [Signature] 4/21/21

Entered by: BSS II DS 4/21/21

Budget Transfer Form

Dollar Amount

\$1500.

Object Code Description

From what Budget Account

01 20800530 550200005

In-State Travel

To what Budget Account

01 20800530 530900010

Other Contractual

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

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

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

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

In-state Travel in not needed this year due to covid

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

Additional funds are needed to pay for sign language interpreting services as an accommodation for students who are deaf.

Required Signatures

Requestor

DocuSigned by:
deborah kazmark 4/19/2021
E8F6CBA755F462

Cost Center Manager

DocuSigned by:
[Signature] 4/19/2021
E8F6CBA755F462

Associate Dean (if Applicable)

Dean (if Applicable)

DocuSigned by:
Hilary Meyer 4/19/2021
E8F6CBA755F462

Associate Vice President

DocuSigned by:
Denise Jones 4/22/2021
E8F6CBA755F462

Area Vice President

DocuSigned by:
Jodi Koslow Martin 4/22/2021
7F7DB8A58BAE4FC

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: *[Signature]* 4/27/21

Entered by: *B5517054/27/21*

Budget Transfer Form

Dollar Amount

\$1,000.

Object Code Description

From what Budget Account

01 20800530 590900000

Other Expenditures

To what Budget Account

01 20800530 530900010

Other Contractual

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

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

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
No additional funds are needed this year under other expenditures.

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

Funds are needed to pay for sign language interpreting services as an accommodation for students who are deaf.

Required Signatures

Requestor

DocuSigned by: Deborah Kaymark 4/19/2021
EBF05FBA766F4E2

Cost Center Manager

DocuSigned by: [Signature] 4/19/2021
EBF05FBA755F4B2

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by: Hilary Meyer 4/19/2021
EBDEF78E9D8F42D

Associate Vice President

DocuSigned by: Denise Jones 4/22/2021
F8B5798C3145BE

Area Vice President

DocuSigned by: Jodi Koslow Martin 4/22/2021
7F70B8A8D4E4FC

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____ [Signature]

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

VP of Business Services: [Signature] 4/27/21

Entered by: B5518 DS 4/27/21

Budget Transfer Form

Dollar Amount \$560

From what Budget Account 01 - 80100560 - 590900040 Object Code Description Faculty Professional Development

To what Budget Account 01 - 10200520 - 550100010 Professional Development Meeting Expense

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

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

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 VP's Budget: Faculty Professional Development funds dedicated for this. The faculty do not have enough funds to cover the registration fee for conference.

Explain specifically why additional funds are needed in the receiving account:
 Faculty have utilized all of their Professional Development funds.

Required Signatures

Requestor Cassandra Ramirez 3/25/2021
DocuSigned by: 27209009F4074B4

Cost Center Manager Susan Campos 3/25/2021
DocuSigned by: FC3A451F8641495

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Paul Jensen 3/25/2021
DocuSigned by: B15C000BB10740E

Area Vice President John Bellotti 4/2/2021
DocuSigned by: 7F70B8A8BAE4FC

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 4/8/21

Entered by: B5500 DS 4/8/21

Budget Transfer Form

Dollar Amount

\$101.00

From what Budget Account

01 80200510 530900010

Object Code Description

Finance : Other Contractual Services

To what Budget Account

01 80200510 590900000

Finance : Other Expenditures

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

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

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

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

All other Contractual Services have been paid this Fiscal year.

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

Additional funds are needed to pay for Deposit Ticket books for the Accounts.

Required Signatures

Requestor

DocuSigned by: Danielle Stephens 4/7/2021

Cost Center Manager

DocuSigned by: jimreynolds@stton.edu 4/7/2021

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by: Colleen Rockafellow 4/7/2021

Area Vice President

DocuSigned by: Sean Sullivan 4/8/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: AK

Exec. Dir. of Bus. Operations: CK

VP of Business Services: [Signature] 4/8/21

Entered by: B5501 DS 4/8/21

Budget Transfer Form

Dollar Amount \$150.00

From what Budget Account 01 80900540 540100110

To what Budget Account 01 80900540 530900010

Object Code Description

office supplies

Contractual

Is this a Grant?
Yes [] No [X]

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

Grant Accountant?

Include Attachments: Yes [] No [X]

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
Because we have been out of the office due to the pandemic, we have used less office supplies.

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

The program I am planning is important professional development as well as a good opportunity for Co-Worker Connect.

Required Signatures

Requestor Susan Rolide 4/9/2021
DocuSigned by: DCE012E88BA1451

Cost Center Manager Susan Rolide 4/9/2021
DocuSigned by: DCE012E88BA1451

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Joe Klinger 4/15/2021
DocuSigned by: D1230A7D02E480

Area Vice President Sean Sullivan 4/15/2021
DocuSigned by: 642220251EC74X1

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: AK

Exec. Dir. of Bus. Operations: OR

VP of Business Services: [Signature] 4/19/21

Entered by: B5509 DS 4/19/21

Budget Transfer Form

Dollar Amount \$350.00

				Object Code Description
From what Budget Account	<u>01</u>	<u>80900540</u>	<u>550100005</u>	<u>Meeting Expense</u>
To what Budget Account	<u>01</u>	<u>80900540</u>	<u>530900010</u>	<u>Contractual</u>

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

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

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
We have money left in this category since there are less in-person events.

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

The program I am planning is important professional development as well as a good opportunity for Co-worker Connect.

Required Signatures

Requestor	<small>DocuSigned by:</small> <u>Susan Kolide</u>	<u>4/9/2021</u>
Cost Center Manager	<small>DocuSigned by:</small> <u>Susan Kolide</u>	<u>4/15/2021</u>
Associate Dean (if Applicable)	_____	
Dean (if Applicable)	_____	
Associate Vice President	<small>DocuSigned by:</small> <u>Joe Klingner</u>	<u>4/15/2021</u>
Area Vice President	<small>DocuSigned by:</small> <u>Sean Sullivan</u>	<u>4/15/2021</u>

BUSINESS OFFICE APPROVALS

Grant Accountant: _____
 Asst. Director of Finance: _____
 Exec. Director of Finance: _____ *AK*
 Exec. Dir. of Bus. Operations: _____ *OK*
 VP of Business Services: _____ *4/19/21*

Entered by: BS508 DS 4/19/21

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

Meeting of May 18, 2021

ACTION EXHIBIT NO. 16582

**SUBJECT: AGREEMENT WITH PARTNERSHIP FINANCIAL CREDIT UNION
FOR AN ON-CAMPUS BRANCH**

RECOMMENDATION: That the Board of Trustees approve an Agreement with “Partnership Financial Credit Union” (PFCU) for an on-campus branch. The contract will be for a 60 month term commencing on July 1, 2021 through June 30, 2026, with two (2) options to extend the Agreement for a period of five (5) years with consent of both parties. The Agreement will provide the College annual rent of \$6,000. The College will waive the first three months rent while renovations are made and ATM equipment and alarm systems are installed. There is no additional cost to the College.

RATIONALE: This Agreement will provide additional revenue to the College, improve the College Center appearance, and give employees and students an on-campus credit union while also offering educational seminars and supporting the community with charitable work, volunteering, and financial assistance. PFCU is an established and strong teacher-based community credit union. Effective June 1, 2021, Leyden Credit Union will merge with Partnership Financial Credit Union.

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

ON-SITE CREDIT UNION

LICENSE AGREEMENT

THIS LICENCE AGREEMENT ("Agreement") is made this first day of _____ 2021, by and between COMMUNITY COLLEGE DISTRICT 504, commonly known as TRITON COLLEGE, ("College"), and PARTNERSHIP FINANCIAL CREDIT UNION, a not for profit financial institution ("CU").

WHEREAS, in consideration of the mutual promises and subject to the terms and conditions set forth herein, College hereby grants to CU certain rights to install, maintain and operate an On-Site Credit Union Branch (as hereinafter defined), and certain related rights, in the location specified below in Section 3, in accordance with the provisions hereinafter set forth (the "License").

NOW, THEREFORE, for and in consideration of the premises, mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. DEFINITIONS

1.1 "Automated Teller Machine" or "ATM" shall mean an electronic terminal that performs certain banking functions, including, but not limited to the following: dispensing cash, coupons, postage stamps and travelers' checks, accepting deposits and loan payments, making transfers between accounts and giving account balances.

1.2 "Cash Dispenser" shall mean an electronic terminal or machine, accessible by a card issued by a CU, credit union, thrift or other financial institution, and linked to an account or accounts of a member of the issuing institution, which includes, but is not limited to dispensing cash withdrawn from an account of a member.

1.3 "On-Site Credit Union" shall mean a credit union facility staffed with one or more CU employees, performing credit union functions.

1.4 "Credit Union Functions" may include those functions typically performed by retail banking facilities, including, without limitation, opening new deposit accounts; originating and making loans; cashing and verifying checks; taking deposits; offering safe deposit boxes and a night depository, as space permits; selling securities and other investment products; providing trust services; selling insurance; selling money orders; performing money transfers; issuing, soliciting new members; advising, and confirming letters of credit; providing student education, financial education and workshops; and providing such other banking products and services from time to time permitted by applicable law and regulation as CU may elect to provide. All Credit Union Functions, unless otherwise provided for herein, shall be offered in the CU's sole discretion. These Credit Union Functions shall be offered through employees of CU or its wholly owned subsidiaries or affiliates who shall be bound by the same terms and conditions as CU under this Agreement.

2. TERM

2.1 The effective date of this Agreement shall be the date specified herein or upon which the authorized agent of the last party signs the Agreement.

2.2 The term of the License granted under this Agreement shall commence on the first day that the On-Site Credit Union Branch is open for business at the "Premises" (as defined in Paragraph 3 herein) and shall terminate on June 30, 2026 (the "Initial Term"), unless earlier terminated or renewed pursuant to the terms of this Agreement.

2.3 Subject to the terms hereof, this Agreement may be renewed upon the good faith mutual written agreement of both parties, prior to the expiration of the initial term, for two (2) additional successive terms of five (5) years ("Renewal Terms" collectively with the Initial Term, the "Term"). The renewal will be on the same terms and conditions as set forth herein or as otherwise amended by the parties. The Parties shall agree upon the terms and conditions for renewal at least thirty (30) days prior to the expiration of the then current term.

3. LOCATIONS

The License granted under this Agreement shall apply only to **2000 5th Avenue, River Grove, Illinois**, in the exact location as shown on Exhibit A, which is commonly known as the C Building (the "Building"), as well as the ATM(s) located at the Building. The area within the Building occupied by the On-Site Credit Union and the area(s) occupied by the ATM(s) are hereinafter referred to as the "Premises." The Building is part of a collection buildings and land operated by College, hereinafter referred to as the "Campus."

4. PAYMENT

4.1 CU shall pay to College at 2000 5th Avenue, River Grove, IL 60171 an amount equal to Six Thousand and No/100 Dollars (\$6,000.00) yearly for the License during the Initial Term of this Agreement (the "License Fee").

4.2 The License Fee shall be payable in equal monthly installments of Five Hundred and No/100 (\$500.00) in advance on the first day of each month (such payment shall be pro-rated on a daily basis for any partial month) during the Initial Term.

4.3 CU shall also make a one-time payment of \$5,000.00 to the College upon reaching 5,000 active checking accounts at the On-Site Credit Union. A new checking account shall be defined as an active checking account that was opened at the On-Site Credit Union.

4.4 Initial License Fee payments shall be waived for the first three (3) months of the Agreement to permit CU to complete remodeling, at CU's sole expense, and installation of any necessary equipment, alarms, or other such technology.

5. USE AND OCCUPANCY

5.1 CU shall have the right to use and occupy the Premises for the operation of an On-Site Credit Union providing Credit Union Functions and ATM services and other credit union related purposes allowed by law.

5.2 College shall not lease, or permit any area in the Building or Campus to be used by anyone other than CU to provide Credit Union Functions. College, to the best of its knowledge, is unaware of any document or instrument of public record that the operation of the On-Site Credit Union or offering of any services therein by CU is prohibited. Except as otherwise stated herein, the College shall not include any type of tabling activity by another financial institution intended to educate students and staff or offer membership opportunities in CU or open financial services accounts. CU may request permission to place additional ATM(s) or Cash Dispensers on College property; however College is under no obligation to grant such a request.

5.3 Other financial institutions may continue to come on Campus for informational presentations. Triton shall be allowed to continue their existing relationships with BMO Financial Group, US Bank, and 5/3, including cashing student checks and participating financial information sessions, "Bank at work" or "benefit days;" provided that CU is permitted to participate in such events with equal time and access. These informational presentations shall occur no more than 5 times a year unless otherwise required under the terms of a Collective Bargaining Agreement.

Triton or the Triton Foundation shall also be allowed to solicit the support of any other financial institutions for the Triton College Foundation. Additionally, Triton may offer the service of educator focused 403(b) financial services providers including, but not limited to, AXA Equitable Life Insurance Company, Cetera Investment Services (previously Forester Financial), AIG Retirement (VALIC), and TIAA-CREF or any other such entity deemed appropriate in the sole discretion of the College. There shall be no limit on SURS presentations regarding any services provided by or related to SURS benefits, including Deferred Compensation Plans (457 plan) and other matters related to SURS retirement programs.

6. CU'S EMPLOYEES

6.1 CU shall comply with and abide by, and cause its employees to comply with and abide by, all reasonable rules and regulations as hereafter may be adopted by College; provided that such rules shall be applied equitably. All persons employed by CU in or about, or in connection with, the operation of the On-Site Credit Union shall be CU's employees for all purposes under this Agreement; provided, however, that it is recognized that security guards and employees of companies which manufacture or service ATM(s), Cash Dispenser(s) for the On-Site Credit Union, who are not CU employees, shall be granted access during normal business hours and emergency access on a twenty-four hour basis, to enter the Building for the purpose of servicing, maintaining and otherwise performing services in connection with ATM(s), Cash Dispenser(s) or the Credit Union Branch. CU shall, at its own cost and expense, maintain worker's

compensation coverage, unemployment compensation coverage and any other insurance, which may be required by law with respect to CU's employees. Further, CU shall be solely responsible for the actions of any and all non-CU employees present on College property for the purpose of engaging in servicing, maintain or otherwise performing services in connection with the Credit Union Branch.

6.2 CU's employees while working at the Building shall be entitled to use the restroom and break room facilities provided by College for the convenience of College employees. CU shall be responsible for all acts and omission of its employees, agents, and contractors within the course of their employment. College shall allow CU's employees to use parking areas that College has designated as employee parking areas, without charge. CU shall be provided two (2) designated member parking spots upon request in such location as reasonably designated by the College. CU is expressly permitted to order and maintain signs to designate said parking spaces, which shall be approved by the College prior to placement, and such signs to be installed by College at no additional expense to CU.

7. IMPROVEMENTS AND ADDITIONS; SIGNS

7.1 On July 1, 2021, except as expressly set forth to the contrary herein, College shall deliver the Premises to CU in its current, "as is" condition, free of any additional furniture, fixtures, equipment, or debris, and ready for CU to immediately begin any remodel. All existing fixtures are the property of Triton College and shall not be removed, remodeled, modified or destroyed without the advanced written permission of the College's authorized agent which shall not be unreasonably withheld, conditioned or delayed. All building standard service (HVAC, utilities, cabling) shall be located at the Premises, in good working order, and ready for CU to connect. CU, at its sole cost and expense, shall then furnish all fixtures, equipment and furnishings which it deems necessary or desirable for the On-Site Credit Union operations and shall pay any and all costs of modifying the Premises for the installation of its fixtures, equipment and furnishings. CU shall provide all labor and materials associated with construction of the On-Site Credit Union after delivery of the On-Site Credit Union by College. Any contrary provision of this Agreement notwithstanding, CU shall not make any structural modification, or attach any substantial fixtures or equipment to, the Premises without the College's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Such advance written permission shall be required for all remodeling, paint colors, and signage to be utilized by CU.

7.2 College shall not be liable for any labor, services or materials furnished or to be furnished to CU or to anyone holding the On-Site Credit Union, or any part thereof, through or under CU and no mechanic's or materialmen's lien shall attach to, or affect College interest in, the Building or any part thereof. In the event a mechanics' or materialmen's lien is filed against the Building related to or arising out of any work performed or ordered to be performed by CU, CU's agents, employees, or contractors, or materials supplied to them, CU shall, within thirty (30) days of CU's receipt of notice of such lien, (1) pay any and all amounts due such lien holder and obtain a recordable release of such lien, (2) release such lien from the record, or (3) obtain a bond from a bonding company

reasonably acceptable to College insuring over the lien. CU shall indemnify, defend and hold harmless College for any claims, losses, expenses (including reasonable attorneys' fees) or damages arising from the failure of CU to perform its obligations as set forth in this Section 7.2 and further, for any claims, losses, expenses (including reasonable attorneys' fees) or damages arising out of or resulting from CU's construction of the On-Site Credit Union, including, without limitation, any liability due to structural damage to the Building and any liability for personal injuries caused in whole or in part by the acts or omissions of CU, its contractors or subcontractors, or any agent or employee of CU.

7.3 College shall permit CU to place an interior sign package identifying its operations in the vicinity of the On-Site Credit Union, such sign package being of such dimensions and at such location as College shall determine are reasonable. CU shall also be permitted, with the College's advance written permission, to place an awning on the exterior of the C Building, such awning to be at the sole expense of CU. Any other exterior and directional signs of such design and dimensions as College and CU may mutually agree upon shall be allowed to be maintained on the Building and throughout the Campus for both the On-Site Credit Union and ATM(s) or Cash Dispenser(s). Further, CU may be identified on any directory, directory maps or other publications providing a layout of the Building and/or Campus for College's employees or invitees. College, without cost or expense to College, will reasonably cooperate with CU in obtaining all necessary approvals from third parties with respect to such signs. All actions necessary to obtain the required approvals shall be at CU's sole expense and CU shall expend the necessary time to obtain said approvals. Nothing contained herein shall be construed as a requirement that College surrender or compromise any of its existing exterior signs to accommodate or gain approval for CU's exterior signs. The foregoing notwithstanding, subject to receipt of any required governmental approvals, CU shall have the right to erect and maintain in, on and around the facades of the exterior of the Premises, and the interior of the Premises, at its own expense, all signs necessary or appropriate for the conduct of CU's business at the Premises upon receipt of the College's advance written approval.

7.4 CU shall, at its sole cost and expense, comply with all laws, orders, rules and regulations of federal, state, county and municipal authorities in its use and occupancy of the Premises (including, without limitation, the Americans with Disabilities Act) which relate to CU's operation of the On-Site Credit Union. CU shall construct and maintain, at its sole cost and expense, the On-Site Credit Union and related improvements in compliance with all applicable governmental laws, orders, rules and regulations now or hereafter in effect.

8. MAINTENANCE AND REPAIR

8.1 CU shall, at its sole cost and expense, maintain the Premises as follows:

8.1.1 CU shall keep and maintain the On-Site Credit Union in good order and repair, including all equipment, the appearance of counters and cabinets fronts, and all electrical or other transmission lines used by CU for computer data processing and transmission.

8.1.2 CU shall provide all necessary security services and basic janitorial and cleaning services, other than as provided for in Section 8.2.3 below, for the On-Site Credit Union.

8.1.3 CU shall keep and maintain all interior and exterior signs advertising the On-Site Credit Union in good working order and condition.

8.2 College shall, at its sole cost and expense, provide the following maintenance and services:

8.2.1 College shall keep and maintain the Building in good order and repair, including, without limitation, plumbing and electrical equipment (with the exception of computer data processing and transmission lines used by CU), heating, air conditioning, doors, windows and all other structural portions of the Building (with the exception of those structural portions installed or revised by CU). CU shall be required to receive the prior approval of College before making any changes to the existing wiring and duct system.

8.2.2 College shall maintain the Building free and clear of any fixtures, barriers, signs or other obstructions that would unreasonably inhibit the ingress to and egress from the Premises.

8.2.3 During College business hours and in the presence of CU staff, College empty CU trash cans once per day.

9. UTILITIES

College shall furnish at its sole cost and expense, all lighting, electricity, air conditioning and heating to the On-Site Credit Union only to the extent and in the capacity that such utilities are furnished to and used in the operation of the Building. CU shall be solely responsible for providing any telephone or alarm service to the On-Site Credit Union.

10. ADVERTISING, PROMOTION AND JOINT PUBLIC RELATION ACTIVITIES BY COLLEGE AND CU

10.1 Both College and CU recognize that it is in their best interests to promote jointly the business of each other at the Building. College shall promote the good will and business of CU at the Building, and CU shall promote the good will and business of College at the Building. To further this mutually beneficial relationship, CU shall have the opportunity to have a quarterly business review with Vice President of Business Services of the College, or their designee, in an effort to assess performance to date and further opportunities to serve.

10.2 Both College and CU may, at their sole cost and expense, advertise the existence and location of the On-Site Credit Union established pursuant to this Agreement in such media and in such manner as each deems appropriate. College and CU grant to each

other a non-exclusive, royalty-free license to use the others' registered and common law trademarks in advertisements promoting the On-Site Credit Union pursuant to this Section 10. Nothing herein shall give to the College and CU any right, title or interest in the others' trademarks (except the right to use in accordance with this Agreement). The trademarks are the sole property of the owner and any and all uses of the trademarks shall inure to the benefit of the owner. These trademark licenses expire with this Agreement. However, the prior written approval of each party shall be obtained with regard to any advertisement that is to be transmitted by or appear in any electronic or print medium that refers to both parties. Such prior written approval is not to be withheld without a good-faith concern regarding the quality or subject matter of the advertisement. The cost of any such joint advertising undertaken by either party shall be shared between the parties as agreed by them prior to such advertising being undertaken by either of the parties.

10.3 CU shall, at times and in a manner approved Vice President of College shall have the right to place its personnel in or near the Premises and/or in the common areas of the Building, from time to time, to educate and distribute information regarding CU's services in the Premises, so long as such personnel act professionally and do not unreasonably interfere with or disrupt College's operations with approval of the College.

10.4 College shall provide all information as reasonably requested by CU to further the promotion of the On-Site Credit Union and ATMs. Except as limited by applicable law, rule and regulation, such information shall specifically include the names, addresses (electronic and mailing), and relationship to College of all students, faculty, staff and alumni of College; as well as the names and mailing addresses of the parent(s) of confirmed incoming students at College. CU shall use the information provided in this Section 10.4 solely for the purpose of promoting the On-Site Credit Union, ATMs, Card Program, and CU's products and services.

10.5 College shall provide CU with the opportunity to include promotional mailing materials related to the services provided under this Agreement in any informational mailings sent to current or incoming students (including graduate students), alumni, faculty or staff. CU shall provide, at its sole cost and expense, the materials to be included in the mailings prior to the deadline for the mailing, as directed by College.

10.6 Nothing in this Agreement shall be construed to obligate CU to use or patronize the College print shop or purchase any of its supplies or services from College-operated or preferred vendors. Nothing in this Agreement shall be construed to obligation the College to use or patronize the CU and the services provided by the CU or CU preferred vendors.

11. INSURANCE

11.1 CU shall carry its own personal property insurance. CU shall also keep in force during the term of this Agreement commercial general liability insurance with respect to its operations, naming College as an additional insured under such policy. The liability limits of such policy shall not be less than Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate for bodily injury and for property damage. CU

shall, at its sole cost and expense, comply with all regulations or orders relating to its operations in the Building. Notwithstanding anything to the contrary contained herein, CU shall have the right to self-insure in whole or in part any insurance coverage required to be procured or maintained under this agreement. CU shall provide College with a certificate of insurance naming the College as an additional insured and CU agrees that it shall not cancel the referenced insurance without thirty (30) days advance written notice. In the event CU fails to maintain the necessary insurance coverage after notice from College and reasonable amount of time to cure, this Agreement shall terminate without penalty or cost to the College.

11.2 CU further agrees to hold College, its trustees, officers, employees and agents harmless from any and all claims for injury, death, damages, costs or expenses (including reasonable attorney's fees) resulting from the activities or business of CU, any CU employees or any contractor of CU. In the event any legal proceeding is brought against College due to any activities or business of CU, CU agrees to defend College interests at no cost to College. College agrees to hold CU harmless from any and all claims for injury, death, damages, costs or expenses (including reasonable attorney's fees) resulting from the activities or operations of College, any College employees or any contractor of College. In the event any legal proceeding is brought against CU due to any activities or operations of College, College agrees to defend the interests of CU at no cost to CU.

12. WAIVER OF SUBROGATION

12.1 College and CU wish to eliminate the right of either of them to assign, by way of subrogation, to any insurance company carrying fire and extended coverage policies on their respective properties, any cause of action which any of them may have against the other because of negligence, and the resulting loss to property which is insured. Therefore, it is agreed that:

12.1.1 College and CU expressly waive every claim which arises or may arise in its favor and against the other during the term of this Agreement of any and all loss of or damage to any of its property located within or upon the Building or Premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies.

12.1.2 College and CU agree to give to each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of this mutual waiver and to have said insurance policies properly endorsed (if necessary) to prevent the invalidation of said insurance coverages by reason of this waiver and (if requested) to give to the other party a certificate from its insurance company to that effect.

13. TAXES

College is a unit of local government and exempt from all taxation. In no event shall this Agreement be construed to impose or incur any tax liability upon College. CU shall pay all taxes assessed by any taxing authority because of its business operations, and shall pay all personal property taxes assessed on its fixtures, equipment and machinery located in the Building. CU shall also pay any license or other fee incident to the conduct of its business, whether billed directly to CU or to College. College agrees to forward to CU all tax bills, license fee notices, and the like that are payable by CU but received by College, promptly upon their receipt. In the event that any unapportioned tax assessed against College includes property of CU, CU shall pay such portion of the tax as the value of such CU property that was included in College assessment at the time of the assessment bears to the total value of the property assessed in the Building.

14. DEFAULT AND TERMINATION

14.1 If CU (a) damages College owned property; (b) fails to make the payments required under Section 4 above or any other charge provided for hereunder when the same is due, and the same is not paid within thirty (30) days after written notice to CU; (c) breaches any other warranty or covenant of this Agreement and either (i) fails to remedy same within thirty (30) days after written notice of such breach, or (ii) if the breach is one that is not capable of being cured within thirty (30) days, fails to commence such remedy within thirty (30) days after written notice of such breach and to thereafter diligently pursue such remedy to completion, then College, in addition to all other remedies available at law or in equity, may declare this Agreement terminated and CU shall thereupon promptly vacate the Premises within ninety (90) days. Notwithstanding anything to the contrary contained herein, if a default by CU is material in nature (i.e. substantially interferes with College's operations in and around the Premises), College shall be entitled to cure such default after three (3) College business days' notice to CU, and to add any reasonable costs thereof to the next monthly License Fee.

14.2 If College breaches any warranty or covenant of this Agreement and either (a) fails to remedy same within thirty (30) days after written notice of such breach, or (b) if the breach is one that is not capable of being cured within thirty (30) days, fails to commence such remedy within thirty (30) days after written notice of such breach and to thereafter diligently pursue such remedy to completion, then CU, in addition to all other remedies available at law or in equity, may declare this Agreement terminated and CU shall thereupon promptly vacate the Premises within one hundred twenty (120) days. Notwithstanding anything to the contrary contained herein, if a default by College is material in nature (i.e. substantially interferes with CU's operations at the Premises), CU shall be entitled to cure such default after three (3) College business days' notice to College, and to set off any reasonable costs thereof against the License Fee.

14.3 Anything in this Agreement to the contrary notwithstanding, in the event

CU shall become insolvent, bankrupt or make an assignment for the benefit of creditors, or if it or its interest hereunder shall be levied upon or sold under execution or other legal process, or in the event CU is closed or taken over by the authority of the United States, or other government supervisory authority, College may terminate this Agreement only with the concurrence of such governmental authority or other supervisory authority, and any such authority shall in any event have the election either to continue or terminate this Agreement; provided, however, that in the event this Agreement is terminated in whole or in part by such governmental or supervisory authority in such circumstances, the maximum claim of College for damages or indemnity for injury resulting from the rejection or abandonment of the remaining term of this Agreement shall in no event be in an amount exceeding the License Fee, without acceleration, for the year next succeeding the date of the surrender of the Premises to College, or the date of re-entry into the Premises by College, whichever occurs first, whether before or after the closing of the ON-SITE CREDIT UNION in the Premises, plus an amount equal to the unpaid License Fee accrued, without acceleration, up to such date.

14.4 In the event that College's use or operation of the Campus materially changes, CU may terminate this Agreement upon at least one hundred eighty (180) days prior written notice.

15. APPROVAL OF ON-SITE CREDIT UNION

Notwithstanding any other Section or provision of this Agreement, all provisions and terms of this Agreement are subject to approval by applicable College and CU regulatory authorities. If, after diligently seeking regulatory approval (if so required) and such approval is denied, this Agreement shall become null and void at the option of either party upon receipt of written notice from the other party.

16. POSSESSION UPON TERMINATION

Immediately upon the expiration or earlier termination of this Agreement, CU will surrender possession of the location occupied by the On-Site Credit Union in the Building to College broom clean and in as good a condition as when CU received the same on the date of this Agreement, except for any ordinary wear and tear from reasonable use or damage by fire or other casualty. Any equipment, fixtures or improvements attached to the Premises, including but not limited to vaults, alarms, desks, partitions, phone or data jacks, shall become the property of College.

17. CASUALTY

If the Building is destroyed or damaged by fire or other casualty and College elects not to rebuild all or any portion of the Building or to terminate the Lease pursuant to its rights thereunder, then this Agreement will terminate upon College written notice to CU of its election and such termination will be effective as of the date of the fire or casualty. If College elects to repair the Building, the License Fees and other charges payable hereunder will abate proportionately during repair and restoration to the extent that CU is unable to occupy and use the Premises. In the event that the Premises or On-Site Credit Union is

damaged to the extent that College and CU agree that the On-Site Credit Union cannot be occupied for 180 days or more following the date of such damage or destruction, CU will have the right and option to terminate this Agreement by giving written notice to College within thirty (30) days following the date of the damage or destruction. If this Agreement is not terminated, CU shall be responsible for restoring, at its expense, all fixtures, equipment, furniture and any structural modifications made by CU to the Premises and Building for the installation of the On-Site Credit Union. Notwithstanding the foregoing, in the event such fire or other casualty is caused in whole or in part by CU, its employees or contractors, CU shall not have the option to terminate this Agreement.

18. CONDEMNATION; FORCE MAJEURE:

18.1 Condemnation. If the entire Building is taken or condemned (or sold in lieu of a taking) by a condemning authority, this Agreement may be terminated at the option of the CU. If a portion of the Building not including the Premises is taken or condemned or sold in lieu of a taking, then College shall be entitled to terminate this Agreement, without the payment of any premium or penalty, by providing written notice of termination to CU. If a portion of the Building including any portion of the Premises is taken, condemned, or sold in lieu of condemnation, then CU shall be entitled to terminate this Agreement, without the payment of any premium or penalty, by providing written notice of termination to College. All awards made by reason of condemnation shall be made to College and CU shall reasonably assign to College all its rights, title and interest in and to any such award. College shall, however, pay CU any portion of an award which is allocated to improvements to the Building made by CU.

18.2 Force Majeure. Neither party shall be required to perform any term, covenant or condition of this Lease so long as such performance is delayed or prevented by Force Majeure (as hereafter defined) that continues for more than five (5) College business days, including, without limitation, the waiver or satisfaction by CU of any condition or contingency hereunder for the benefit of CU, and all time periods permitted hereunder for the performance of any such term, covenant, or condition shall be tolled on a day-for-day basis, beginning on day six (6) of the Force Majeure event, upon written notice from either party to the other of such party's inability to perform or satisfy any such term, covenant, or condition of this Lease due to a Force Majeure. For purposes hereof, a "Force Majeure" shall mean any acts of God; strike; lockout; material or labor restriction by any governmental authority; civil riot; declared state of emergency or public health emergency or pandemic (including, without limitation, Covid-19); government mandated quarantine or travel bans; government mandated closures; and any other cause not reasonably within the control of such party and which by the exercise of due diligence such party is unable to prevent or overcome. In the event of a Force Majeure during the Term of this Lease which prevents CU from constructing, opening, or operating for business at the Premises without any government mandated restrictions imposed due to such Force Majeure, then all License Fee payments shall abate during such period.

19. SUBORDINATION

This Agreement is and shall be subject to any lease and any mortgage now upon the

Building or hereinafter entered into with respect to the Building to the same extent as College. CU shall, upon the request of College, execute any and all instruments necessary to evidence such subordination of this Agreement to the Lease or any such mortgage, in such form reasonably acceptable to CU.

20. RIGHT OF ENTRY OR INSPECTION

College and its respective duly authorized representatives will have the right to enter any On-Site Credit Union at all reasonable times upon reasonable prior notice and, subject to CU's reasonable security concerns, for the purposes of:

20.1 Inspecting the conditions of same, and making such repairs, alterations, additions, or improvements thereto as may be reasonably required if CU fails to do so as required hereunder (but none of such entities, except College for its obligations under this Agreement, will have any duty whatsoever to make any such inspections, repairs, alterations, additions, or improvements) or as otherwise necessary for the proper operation of other areas within the College; and

20.2 Exhibiting the same to persons who may wish to purchase, mortgage, or lease the Building.

21. ASSIGNMENT, SUBLICENSING; TRANSFER; OR CHANGE IN CONTROL; AND SALE OF BUILDING

21.1 This Agreement and the rights granted hereunder cannot be assigned or transferred or sublicensed in whole or in part by CU without the prior written consent of College, which consent shall not be unreasonably withheld, conditioned or delayed.

21.2 In the event that College assigns, transfers, leases, or subleases in whole or in part its interest in the Building and in connection therewith assigns this Agreement, College shall be released from its obligations under this Agreement occurring after the effective date of such assignment; provided that no assignment or transfer of the Agreement by College shall be binding on CU unless the assignee or transferee shall assume and agree to be bound by the terms of the Agreement. College shall deliver written notice of such assignment or transfer within thirty (30) days thereof.

22. REMODELING OF A BUILDING

22.1 CU recognizes that College may, from time to time, wish to remodel or enlarge the Building to accommodate its operations. In the event a remodeling or enlargement affects the location or operations of the On-Site Credit Union, College agrees to provide written notice to CU one hundred eighty (180) days in advance of the commencement of any remodeling activities within the Building and discuss its plans for remodeling the Building with CU. If the On-Site Credit Union must be moved to another location within the Building, College shall not designate a location of substantially less floor area or materially poorer visibility than the current Premises, College will pay all costs for the relocation of the fixtures of CU, including electrical lines, telephone lines, air conditioning vents, equipment and improvements. Notwithstanding anything to the

contrary CU shall have the option to terminate this Agreement upon one hundred eighty (180) days written notice to College if any relocation of the On-Site Credit Union is going to take place.

23. SECURITY

It shall be CU's sole obligation to provide security for the On-Site Credit Union. CU acknowledges that College is not an insurer of any On-Site Credit Union, and that College does not undertake to provide any security for any On-Site Credit Union, and CU hereby releases College from any claims, loss or damage that it might sustain by virtue of a robbery or anticipated robbery or theft or anticipated theft. CU further agrees to indemnify, defend, and hold College harmless for any claim, loss, action, or charge of expense (including reasonable attorneys' fees) by reason of a loss, theft, or robbery of On-Site Credit Union or an attempted robbery or theft at any On-Site Credit Union. Triton College, and the Triton College Police Department, assumes no responsibility or liability for any loss, theft or robbery and shall refer all such matters to local law enforcement as necessary and appropriate. Subject to reasonable rules and regulations of College, CU shall have the right to have a security guard who is an employee of CU or contracted third party vendor in the Building at all times.

College shall insure that CU at all times has free ingress and egress to the Premises. If College, at any time, is unable to provide free ingress and egress, CU shall be allowed to terminate this Agreement and recover any unamortized initial build-out costs.

24. ENTIRE AGREEMENT

The parties hereto agree that this Agreement sets forth all the promises, agreements and understandings between them with respect to CU's rights and licenses expressed herein.

Except as provided herein, there are no promises, agreements or understandings, whether oral or written, between them regarding such matters other than as set forth herein. It is further agreed that any amendment or modification to this Agreement shall not be binding unless such amendment or modification is reduced to writing and signed by both parties.

25. CAPTIONS

The captions of the several sections for this Agreement are not part of the context hereof and shall be ignored in construing this Agreement. They are intended only as aids in locating various provisions hereof.

26. SEVERABILITY

Each provision contained in this Agreement shall be independent and severable from all other provisions contained herein and the invalidity of any such provision shall in no way affect the enforceability of the other provisions.

27. GOVERNING LAW

This Agreement is deemed to have been executed in the State of Illinois and it is agreed that any controversy or claim arising or relating in any way to this Agreement shall be governed and controlled by the internal law, and not the law of conflicts, of the State of Illinois. All disputes shall be resolved in the Circuit Court of Cook County.

28. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of College and CU and their respective legal representatives, successors and assigns.

29. NOTICES

All notices and communications hereunder, shall be in writing and signed by a duly authorized representative of the party making the same. All notices shall be deemed effective when emailed, delivered personally or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or with reputable overnight delivery service (i.e., Federal Express, UPS or Airborne Express), addressed as follows:

If to College, then to:

Sean Sullivan
Vice President, Business Services
Triton College
200 Fifth Avenue
River Grove, IL 60171

With a copy to:

Kusper & Raucci Chartered
30 North LaSalle Street
Chicago, IL 60602

If to CU, then to:

Partnership Financial Credit Union
5940 Lincoln Avenue,
Morton Grove, IL 60053
Attention: Marisa L. Conforti

With a copy to:

Dean J. Papadakis
c/o Kaplan Papadakis & Gournis, P.C.,
180 North LaSalle Street, Suite 2108,
Chicago, Illinois 60601

The names and addresses for the purposes of this section may be changed by giving written notice of such change in the manner provided herein. Unless and until such written notice is actually received, the last name and address stated by written notice or provided herein, if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder. Failure to send a courtesy copy of a notice shall not affect a notice if otherwise properly given.

30. COUNTERPARTS.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

31. MISCELLANEOUS.

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

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

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

31.4 Neither party shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer.

31.5 Each party certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.

31.6 If CU has more than 25 employees at the Premises, CU certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.

31.7 College represents and warrants to CU that the Premises, the Campus, the Building and the Common Areas, in their then existing state on the date that College delivers possession of the Premises, comply with, and do not violate, any covenants or restrictions of record, or any applicable building or zoning code, regulation or ordinance in effect including the Americans with Disabilities Act ("ADA")

and any and all applicable environmental regulations and ordinances, and that CU's commencement of business in the Premises for CU's Permitted Use shall not violate any such provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

COLLEGE:

COMMUNITY COLLEGE DISTRICT 504,
commonly known as TRITON COLLEGE

By: _____

Name: Mark R. Stephens

Title: Board Chairman

CU:

PARTNERSHIP FINANCIAL CREDIT UNION,
a not for profit financial institution

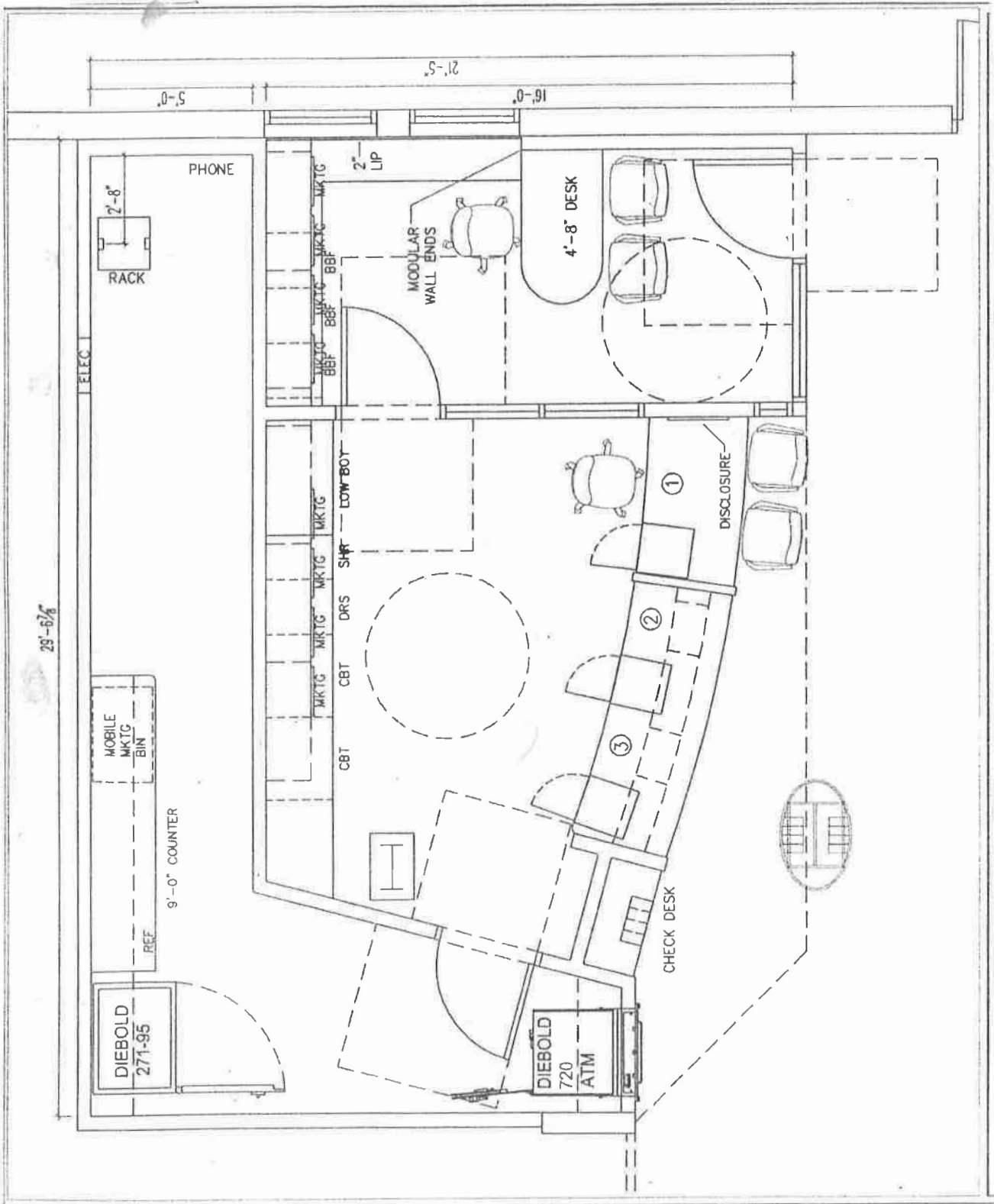
By: _____

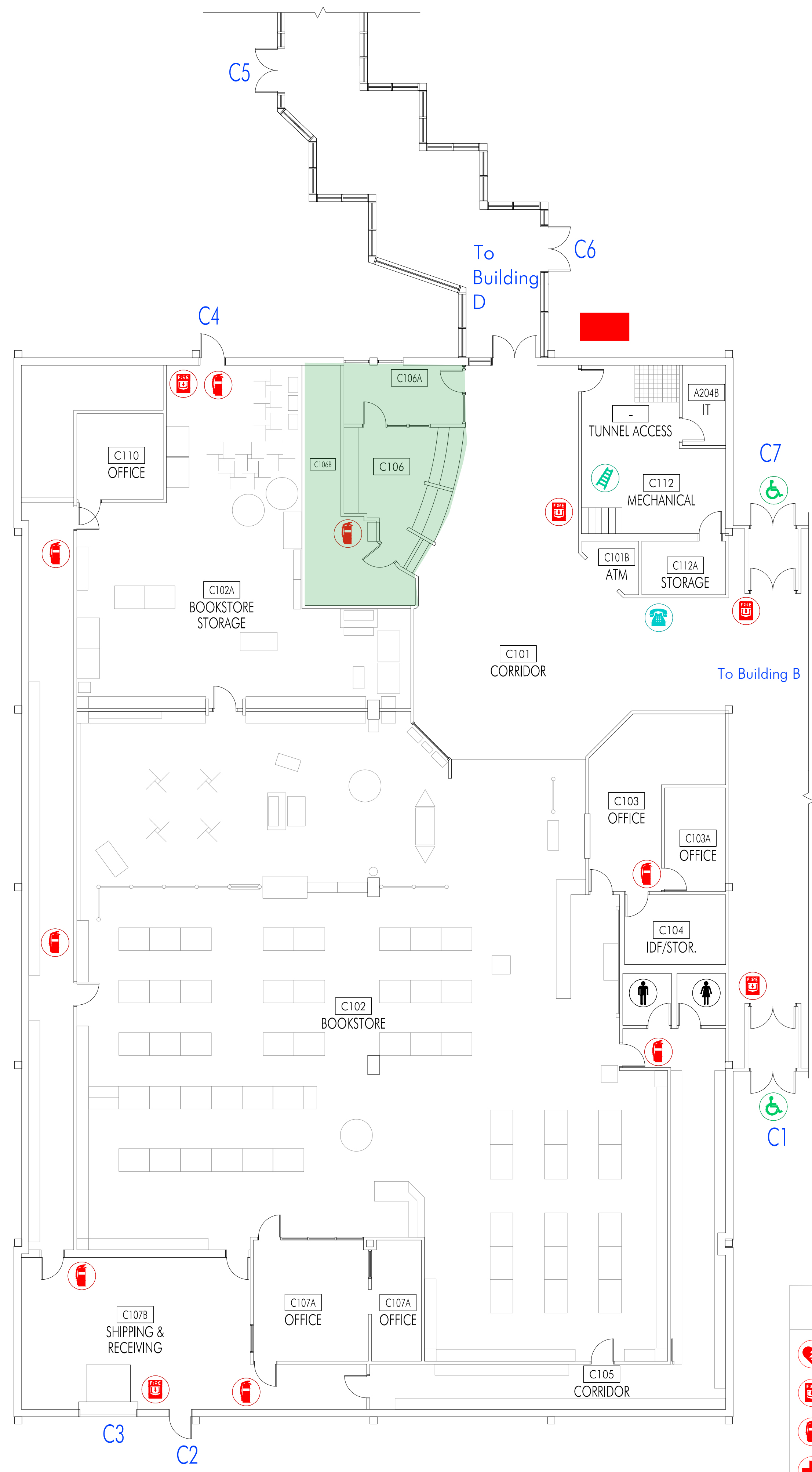
Name: _____

Title: _____

EXHIBIT A

FLOOR PLAN





BUILDING C - 1st FLOOR
 SCALE: NOT TO SCALE

SYMBOL LEGEND			
	AED		PRIVATE ALL GENDER RESTROOM
	PUBLIC ALL GENDER RESTROOM		PHONE HANDSET
	FIRE ALARM PULL		PRIVATE MEN'S RESTROOM
	PUBLIC MEN'S RESTROOM		ROOF ACCESS
	FIRE EXTINGUISHER		PRIVATE WOMEN'S RESTROOM
	PUBLIC WOMEN'S RESTROOM		HANDICAP ENTRANCE
	FIRST AID		LACTATION ROOM
	HAZARDOUS MATERIAL		FOB ENTRANCE
	CAMPUS EMERGENCY PHONE		EMERGENCY GAS SHUTOFF
	EYE WASH STATION		TORNADO SHELTER

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

Meeting of May 18, 2021

ACTION EXHIBIT NO. 16583

**SUBJECT: FACILITY FEE WAIVER:
FEDERAL BUREAU OF INVESTIGATION (FBI)**

RECOMMENDATION: That the Board of Trustees waive the facility usage fee and approve the use of the Triton College indoor and outdoor track facilities, including locker rooms, by the Federal Bureau of Investigation (FBI). The FBI will conduct agent Physical Fitness Tests (PFTs) as well as prospective applicant PFTs, up to twelve (12) times each year. The Agreement will be effective upon execution, through June 30, 2022. Triton facilities will only be scheduled and used when there is no student, college, or rental activity conflict. The estimated fee waiver per use is \$520.

RATIONALE: In an effort to support federal law enforcement, the College agrees to accommodate reasonable and timely requests by the FBI for the use of indoor and outdoor track facilities when there is no student, college, or rental activity conflict. Track facilities as well as adjacent men and women's locker rooms will be used during the administration of PFTs to agents and applicants.

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

AGREEMENT BETWEEN
COMMUNITY COLLEGE DISTRICT 504
AND
THE FEDERAL BUREAU OF INVESTIGATION

1. This Agreement is entered into by and between Community College District 504, commonly known as Triton College (hereinafter referred to as "Triton") and the Federal Bureau of Investigation (hereinafter referred to as "FBI").

2. Triton agrees to permit the FBI, and accompanied local law enforcement officials, to utilize the indoor and outdoor track facilities to include locker room and bathroom facilities in the R Building located at 2000 Fifth Avenue, River Grove, IL 60171. The FBI shall be granted use of such facilities on such dates and times as agreed to by Triton and only when Triton is not using such facilities for the regular business of the College.

3. Triton College will allow the FBI to conduct an inspection of the designated structures to be used during the training exercise. The FBI will brief all participating FBI and local law enforcement personnel as to any conditions which it reasonably believes to be hazardous and any and all reasonable rules and regulations provided by Triton prior to such use.

4. The FBI, as an agency of the United States Government, is self-insured and will, pursuant to the terms and conditions of the Federal Tort Claims Act (Title 28, United States Code, Section 1346(b) and Sections 2671-2680) assume financial responsibility for all claims for personal or property damage, including death, caused by the negligent or wrongful acts of FBI employees, or local law enforcement agencies acting at the direction of the FBI, for such actions occurring in the scope of their employment or as a result of the training being undertaken at Triton.

5. Additionally, in the event any FBI employee or local law enforcement personnel is injured as a result of this training exercise, the FBI agrees to process and forward any claims for employee compensation to the United States Department of Labor (USDOL) pursuant to the Federal Employee Compensation Act (Title 5, United States Code, Section 8101, *et seq.*) and pertinent regulations promulgated by the USDOL.

6. The FBI will hold Triton College harmless and indemnify Triton College from any and all liability, damages or expenses arising from personal injuries sustained on the aforementioned property, during the agreed term of use by any employee of the FBI or local law enforcement personnel, except for injuries or property damage resulting from the gross negligence of Triton College.

7. This Agreement shall commence on the date of acceptance by Triton College and shall terminate on June 30, 2022, unless extended by mutual written agreement of the authorized agents of each party. The Agreement may be terminated upon written notice by either party.

8. No individual will be discriminated against by either Party hereto on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service or any other factor as protected or prohibited by law, rule or regulation. Each party certifies that it maintains all applicable policies and procedures required by federal law, including, but not limited to equal employment, non-discrimination and maintenance of a drug free workplace.

9. The Parties agree to abide by and require that its staff and agents abide by all applicable laws, rules and regulations regarding individual privacy. The parties will notify one another if there are known breaches of this confidentiality or requests for information that may require analysis under relevant privacy laws.

10. This Agreement is for the sole and limited purpose of providing services, as defined herein, to the FBI and may not be assigned by either party. Nothing herein shall be deemed to create any association or joint venture between the College and FBI staff or instructors, and FBI staff and instructors are not considered as employees of the College for any purpose, and are not entitled to any of the benefits that accrue to or are provided by the College to its employees, including the accrual of tenure.

Nothing herein shall be deemed to create an employee-employer relationship between the College and FBI staff and instructors, and FBI staff and instructors are not to be considered as employees of the College for any purpose, and are not entitled to any of the benefits that accrue to or are provided by the College to its employees.

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

12. All disputes arising out of the Agreement, wherever derived, will be resolved in the federal courts of the Northern District of Illinois.

13. Notice required to be sent hereunder shall be sent by prepaid registered or certified mail, return receipt requested, and shall be effective upon delivery.

If to the College: Sean Sullivan
Vice President, Business Services
Triton College
2000 Fifth Avenue
River Grove, IL 60171

cc: Ms. Sarie E. Winner
Kusper & Raucci Chartered
30 North LaSalle Street, Suite 2121
Chicago, IL 60602-2590

If to the FBI: SAC Emmerson Buie, Jr.
Special Agent in
Charge FBI Chicago
Field Office 2111 W.
Roosevelt Road
Chicago, IL 60608

Mark. R. Stephens
Board Chairman
Triton College
River Grove, IL

Date

SAC Emmerson Buie, Jr.
Special Agent in Charge
Federal Bureau of Investigation
Chicago, IL

Date

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

Meeting of May 18, 2021

ACTION EXHIBIT NO. 16584

**SUBJECT: RESOLUTION AUTHORIZING PUBLIC HEARING ON PROPOSED
FY 2022 BUDGET**

RECOMMENDATION: That the Board of Trustees approve the attached resolution authorizing a public hearing for the proposed FY 2022 Budget. The public hearing will be held on Tuesday, July 20, 2021, at 6:30 p.m. in the Board Room (A300) of the Learning Resource Center.

RATIONALE: This resolution is in compliance with statutes requiring a public hearing on the proposed Budget.

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

RESOLUTION ACTION EXHIBIT NO. 16584

**AUTHORIZING A PUBLIC HEARING CONCERNING
THE PROPOSED 2022 BUDGET**

WHEREAS, THE Community College Act (Illinois Compiled Statutes: 110 ILCS 805/3-20.1) provides that, prior to final action on the Tentative Budget, the Board shall make the same available for public inspection, hold a public hearing, and publish notice of such hearing at least thirty (30) days prior thereto:

BE IT RESOLVED BY THE Board of Trustees of Community College District No. 504, County of Cook and State of Illinois, as follows:

Section 1: The Board shall hold a public hearing on Tuesday, July 20, 2021, at 6:30 p.m. in the Board Room of the Learning Resource Center, 2000 Fifth Avenue, River Grove, Illinois, concerning its proposed budget for Fiscal Year 2022.

Section 2: The Secretary is authorized and directed to make copies of the Tentative Budget conveniently available for public inspection at least thirty (30) days prior to the aforementioned public hearing.

Section 3: The Secretary is authorized and shall cause to be published in a newspaper of general circulation published in Cook County and having circulation within the taxing district of Community College No. 504, a notice in compliance with the requirement set forth in the Community College Act of the aforementioned public hearing.

Section 4: This Resolution shall be effective from and after its passage and approval as provided by law.

ADOPTED, this 18th day of May, 2021.

AYES:

NAYES:

ABSENT:

Mark R. Stephens, Board Chairman

Attest:

Elizabeth Potter, Secretary

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

Meeting of May 18, 2021

ACTION EXHIBIT NO. 16585

SUBJECT: ELLUCIAN RECRUITER SOFTWARE RENEWAL

RECOMMENDATION: That the Board of Trustees approve a three-year “Ellucian Recruiter Software” Renewal at an annual cost of \$59,492.00. The Agreement Renewal will run from July 1, 2021 through June 30, 2024. The total cost of the three-year Agreement will not exceed \$178,476.00.

RATIONALE: The Ellucian Recruiter platform is Software as a Service (SAAS) in an on-line environment. The platform hosts each of Triton College’s different online enrollment applications. The three-year renewal will provide \$12,785 in savings as compared to annual renewals. Ellucian maintains the platform and is responsible for backups, patches and upgrades over the term of the Agreement.

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



ORDER FORM FOR RENEWAL OF CLOUD SOFTWARE

This Order Form for Renewal of Cloud Software (the "Order Form") is between **ELLUCIAN COMPANY L.P.** ("Ellucian") and **TRITON COLLEGE** (the "Client"). This Order Form amends the General Terms and Conditions Master Managed Subscription Services Agreement dated May 5, 2016, as previously amended ("Cloud Software Agreement") between the parties, and, collectively, the Cloud Software Agreement and this Order Form constitute the entire understanding of the parties regarding the subject matter of this Order Form. The terms and conditions of the Cloud Software Agreement are incorporated herein by this reference; if any terms of this Order Form conflict with any other terms of the Cloud Software Agreement, the terms of this Order Form will control. The transaction provided for in this Order Form is non-cancelable, and the amounts paid under this Order Form are nonrefundable, except as provided in this Order Form. The fees due pursuant to this Order Form are in addition to and not in substitution for fees otherwise due from Client under the Cloud Software Agreement and/or any separate agreement between the parties.

Capitalized terms in this Order Form shall have the same meaning given to such terms within the Cloud Software Agreement unless redefined herein.

"Cloud Contract Year" means each period of twelve (12) consecutive months beginning on the Beginning Date or any anniversary thereof during the Cloud Software Term. (previously referred to as "Contract Year" under the Cloud Software Agreement).

Cloud Software Term. The period commencing on the Beginning Date and continuing until the Expiration Date is the "Initial Cloud Software Term." Following the Initial Cloud Software Term, Client's license to access and use the Cloud Software will automatically renew for consecutive Cloud Contract Years on a year-to-year basis (each a "Renewal Cloud Contract Year"), unless either party notifies the other in writing of its intent not to effect such a renewal at least ninety (90) days prior to the Expiration Date, or, with respect to any Renewal Cloud Contract Year, at least ninety (90) days prior to the expiration of the then-current Renewal Cloud Contract Year. The Initial Cloud Software Term combined with any Renewal Cloud Contract Year(s) is referred to herein as the "Cloud Software Term."

For the renewal of the Cloud Software identified below, and only during the Cloud Software Term, Ellucian grants Client a non-exclusive, non-transferable license to use the Cloud Software on Client's Equipment residing within the United States for Client's internal use only, on the terms and conditions of the Cloud Software Agreement. This license with respect to the renewal of the Cloud Software will begin on the Beginning Date and will continue until the Expiration Date (as those terms are specified below) subject to the terms of the Cloud Software Agreement.

CLOUD SOFTWARE			
Description ¹	Beginning Date	Expiration Date	Fee
Ellucian CRM Recruit	July 1, 2021	June 30, 2024	Included
Ellucian CRM Named Users • 30 Premium Named Users	July 1, 2021	June 30, 2024	Included
TOTAL ANNUAL SUBSCRIPTION FEE:			\$59,492

Notes:

¹ For a description of the product details and applicable terms of service, see the Product Specifications available at www.ellucian.com/contracts-and-documentation.

Payment Terms - Annual Subscription Fee: For the renewal of Cloud Software licensed pursuant to this Order Form, subscription fees for each Cloud Contract Year will be specified by Ellucian in an annual invoice issued in advance of each such Cloud Contract Year (except that the invoice for the initial Cloud Contract Year will be issued on or after the Execution Date of this Order Form). Client's payments will be due and payable within thirty (30) days from the date of invoice(s). Payment of the annual subscription fees specified herein is in addition to any subscription fees due under the Cloud Software Agreement or any other software or subscription agreement(s) between the parties.

Annual Subscription Fee Increases. The “Total Annual Subscription Fee” represents the subscription fee for each Cloud Contract Year during the Initial Cloud Software Term and will not increase during the Initial Cloud Software Term except as expressly set forth herein or in the Cloud Software Agreement. For any Renewal Cloud Contract Year following the Initial Cloud Software Term, annual subscription fees will not increase by more than seven percent (7%) over the annual subscription fee payable for Cloud Software for the immediately preceding Cloud Contract Year.

Ellucian

Client

By:

Authorized Signature

By:

Authorized Signature

Name:

Printed

Name:

Mark R. Stephens

Printed

Title:

Title:

Board Chairman

Date:

Date:

The last date of signature above is the “Execution Date” of this Order Form.

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

Meeting of May 18, 2021

ACTION EXHIBIT NO. 16586

SUBJECT: RAVE WIRELESS INC, SERVICE AGREEMENT

RECOMMENDATION: That the Board of Trustees approve a three year Service Agreement renewal with Rave Wireless Inc, for the emergency notification platform. The annual cost of the renewal will be \$14,766.00. The Agreement will run from July 1, 2021 through June 30, 2024. The total cost of the three year Agreement will be \$44,298.00.

RATIONALE: Rave Alert provides Triton College with a hosted emergency notification platform that integrates with the Triton College/Rave Guardian safety application. The platform provides the ability to send Text Messages, Email, Voice, Social Media, Dynamic Signage and RSS feeds. The Agreement allows unlimited templates and unlimited number of groups in the platform. Messages can be sent from desktop or mobile device and the platform provides a secure, dependable interface.

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



492 Old Connecticut Path, 2nd Floor
Framingham, MA 01701
Renewals@ravemobilesafety.com

RAVE MOBILE SAFETY RENEWAL

Hello,

Your Alert w/Voice service contract is set to expire on **July 1, 2021**. Enclosed on Page 2 is a Rave Mobile Safety Renewal Quote for your review. Please return a signed copy of this Renewal Quote 30 days prior to your Renewal Date.

If you would like to take advantage of either the 3-year (Option B) or 5-year (Option C) discounted renewal term pricing options, please return a signed Renewal Quote and/or a Purchase Order reflecting your preferred Option, 30 days prior to your Renewal Date.

Thank you,
Rave Renewals Team
Renewals@ravemobilesafety.com

INSTRUCTIONS FOR COMPLETING RENEWAL:

1. Select Renewal Option A, B or C on enclosed Renewal Quote
2. Complete required Billing Information section
3. Sign in signature block at bottom of Renewal Quote
4. Return via email or fax:
E: Renewals@ravemobilesafety.com
F: (917) 591-9105

THIS IS NOT AN INVOICE



492 Old Connecticut Path, 2nd Floor
Framingham, MA 01701
Renewals@ravemobilesafety.com

RENEWAL QUOTE

Date: April 6, 2021
Quote #0065A00001YgFWYQA3

Triton College
Attn: Accounts Payable
2000 Fifth Avenue
River Grove, Illinois 60171

<input type="checkbox"/> OPTION A – 1 Year Renewal	
1 yr Renewal - July 1, 2021 through June 30, 2022	
Rave Alert Basic Annual License	\$6,869.40
Rave Voice Add-on Annual License	\$6,869.40
Rave Smart Loader Annual Integration	\$2,060.82
Premium SMS Messaging for Rave Alert	\$0.00
CAP inbound/outbound API for Rave Alert	\$0.00
Rave Alert Social Media Integration	\$0.00
Annual Cost:	\$15,799.62

<input type="checkbox"/> OPTION B – 3 Year Renewal	
1st yr of 3 yr Renewal – July 1, 2021 through June 30, 2022	
Rave Alert Basic Annual License	\$6,420.00
Rave Voice Add-on Annual License	\$6,420.00
Rave Smart Loader Annual Integration	\$1,926.00
Premium SMS Messaging for Rave Alert	\$0.00
CAP inbound/outbound API for Rave Alert	\$0.00
Rave Alert Social Media Integration	\$0.00
Annual Cost:	\$14,766.00
<i>Total Contract Value:</i>	<i>\$44,298.00</i>
<i>(To be paid in the amount of \$14,766.00 per year)</i>	

<input type="checkbox"/> OPTION C – 5 Year Renewal	
1st yr of 5 yr Renewal – July 1, 2021 through June 30, 2022	
Rave Alert Basic Annual License	\$6,099.00
Rave Voice Add-on Annual License	\$6,099.00
Rave Smart Loader Annual Integration	\$1,829.70
Premium SMS Messaging for Rave Alert	\$0.00
CAP inbound/outbound API for Rave Alert	\$0.00

THIS IS NOT AN INVOICE

Rave Alert Social Media Integration	\$0.00
Annual Cost:	\$14,027.70
<i>Total Contract Value:</i> <i>(To be paid in the amount of \$14,027.70 per year)</i>	<i>\$70,138.50</i>

All terms and conditions of the fully executed agreement shall remain in full force and effect. Renewal Quote does not include Sales Tax, if applicable.

THIS IS NOT AN INVOICE

*** BILLING INFORMATION (Required):**

* Billing Contact: _____

* Billing Phone: _____

* Billing Email: _____

* PO Required? If YES, enter PO #: _____

Please Note: If a PO is required for payment purposes, please provide a PO # within 7 days of submitting your signed quote or upon receipt of Auto-Renewal Invoice

BILLING INFORMATION:

1. Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.
2. Is the contracting entity exempt from sales tax? If yes, please upload a copy of your tax exemption form

Please ensure that your proof of exemption is a State Tax Exemption for your billing state. We cannot accept proof of IRS Federal Tax Exemption or W-9 forms in lieu of proof of state tax exemption.

Invoices for this order will be emailed automatically from collections@ravemobilesafety.com. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

QUOTE ACCEPTED BY:

Authorized Signature: _____ Date: _____

Name (Printed or Typed): Mark R. Stephens Title: Board Chairman

2nd Authorized Signature: _____ Date: _____
(If required)

Name (Printed or Typed): _____ Title: _____

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

Meeting of May 18, 2021

ACTION EXHIBIT NO. 16587

SUBJECT: USABLENET SERVICE RENEWAL

RECOMMENDATION: That the Board of Trustees approve a three year renewal with Usablenet to provide an alternative assistive version of www.triton.edu. The renewal runs from July 1, 2021 through June 30, 2024 for an annual cost of \$12,075.00. The total cost of the three year Agreement is \$36,225.00.

RATIONALE: The managed service includes availability of the Usablenet assistive platform to users worldwide. Infrastructure and support is needed to maintain a 99.9% uptime of the platform. Support for routine content changes, management of end-user feedback, and a 24/7 support line to log-in customers.

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

UsableNet Assistive Service Contract Renewal

Triton College

Attention: Michael Garrity

This UsableNet Assistive Service Renewal (“Renewal”) of the UsableNet Master Services Agreement dated February 12, 2020 (as amended from time to time, the “Agreement”) is entered into as of the date this Renewal is executed by both parties set forth on the signature page hereto, and is by and between Triton College, with offices at 2000 Fifth Avenue River Grove, IL 60171 (“Customer”), and UsableNet Inc., with offices at 500 Seventh Avenue, 8th Floor, New York, NY 10018 USA (“UsableNet”).

WHEREAS, the parties have entered into the Agreement for certain services to be provided by UsableNet; and

WHEREAS, the parties desire to amend and renew the terms and conditions of the Agreement as set forth herein; and

NOW THEREFORE, the parties, for good and valuable consideration, mutually agree as follows:

1. UsableNet Assistive Services.

As of the Effective Date (as defined herein), UsableNet shall provide, and Customer shall purchase, the services set forth in Section A below (“Services”) for the Managed Service Fee and the Renewal Term (as defined herein) selected by Customer in Section B below, and the Agreement shall be extended for such Renewal Term.

Section A:

Product	Managed Service Description
UsableNet Assistive Renewal	<p>UsableNet to continue to support an AA Level Conforming Alternative Version, as defined in the Weob Content Accessibility Guidelines (WCAG) 2.0 published by the World Wide Web Consortium (W3C), of Customer’s website (the “Assistive Site”) via the UsableNet Assistive platform solution (“UsableNet Assistive”). UsableNet uses a combination of its own AQA accessibility testing platform, third-party tools and manual review, which may include Assistive technology selected by UsableNet, to ensure the in-scope portions of the Assistive Site conform with WCAG 2.0 AA standards. QA is focused on delivering a fully conforming WCAG 2.0 AA view and does not include specific Assistive technology testing unless specifically included in scope. All client requested to support specific Assistive devices and/or behaviors outside of the WCAG 2.0 AA guidelines will be at additional cost.</p> <p>This ongoing managed service (UsableNet Assistive is a technology platform provided as a fully managed service) includes maintenance, support, and updates to the UsableNet Assistive platform.</p>

- The Managed Service includes availability of the UsableNet Assistive platform to users worldwide, infrastructure and support needed to maintain a 99.9% uptime of the platform, support for routine content changes, management of end-user feedback, and a 24/7 support line to log-in Customer or end user issues.
- The UsableNet Assistive platform extends the current (in scope) functionality of web site (or other provided source) to display and create a successful experience for assistive devices.
- UsableNet, as part of the Managed Service, will re-apply development resources to maintain the features outlined in the renewal service description above. UsableNet and Customer will establish a change management process that will allow UsableNet adequate time to test staging and pre-release of new versions. For items that fall out of currently covered scope items, additional charges will be assessed. Changes to the structure or presentation layer of the Customer’s website will require full review by UsableNet and may result in additional charges.

Section B:

Select One	Renewal Term	Managed Service Fee	Total Managed Service Fee for the Renewal Term
<input type="checkbox"/>	24 Months (2 Years) <i>July 1, 2021- June 30, 2023</i>	\$12,650.00	\$25,300.00
<input type="checkbox"/>	36 Months (3 Years) <i>July 1, 2021- June 30, 2024</i>	\$12,075.00	\$36,225.00

- Managed Service Fees are billed on an annual basis, in advance of the period being served.

UsableNet Assistive Service Contract Renewal

2. Term and Termination.

- a. Effective Date. The renewal of the current Agreement shall commence July 1, 2021 (the “Effective Date”) and shall continue for the term selected by Customer in Section 1B above (“Renewal Term”).
- b. Renewal Term. Notwithstanding anything to the contrary in the Agreement, upon expiration of the Renewal Term, the Agreement shall automatically renew for successive periods of the same term selected herein (each, an additional “Renewal Term”), unless either party provides written notice of termination which is received by the non-terminating party not less than thirty (30) days prior to the end of the then current Renewal Term.
- c. Termination Date. The Agreement shall terminate on the last day of the Renewal Term in which either party has provided notice of termination sufficient to avoid an automatic renewal pursuant to paragraph 2(b) above. Notwithstanding anything to the contrary in the Agreement, the Agreement shall not be terminable by the parties without cause, except as set forth in paragraphs 2(b) and 2(c).
- d. Rate Adjustment. UsableNet shall be permitted to propose adjustments to the Managed Service fee it charges Customer for any Renewal Term by providing written notice of the proposed rate change no less than sixty (60) days prior to the beginning of a subsequent term.

3. Payment.

UsableNet accepts purchase orders and payments either via paper check or electronically (i.e.: ACH, EFT, Wire). The terms for payment are in accordance with the Agreement. All fees are in United States dollars (USD) and are exclusive of sales and use taxes, which if applicable, shall be applied to the invoice total.

Please return this Renewal and applicable purchase order to Ruth Fuller at the contact information below:

- Email: Ruth.Fuller@UsableNet.com
-
- Address:
UsableNet Inc.
500 Seventh Avenue, 8th Floor
New York, NY 10018 USA

4. Miscellaneous

- a. Penalty for Project Delays. UsableNet reserves the right to charge a penalty of ten percent (10%) of the total implementation fees detailed hereunder (the “Project Delay Penalty”) whenever there is a delay/suspension of a project that lasts at least thirty (30) days and is solely caused by Customer due to (i) Customer failing to provide full unobstructed access to source data required to complete the project, or (ii) Customer’s failure to provide answers to UsableNet questions and requests which are required to complete the project. When such delays occur, they cause an inability to proceed with the project on a timely basis, and thus UsableNet may charge and invoice the Project Delay Penalty to maximize the efficiency of its resources and temporarily reassign such to other projects, resulting in additional planning, effort and cost. The Project Delay Penalty shall be paid by Customer within thirty (30) days of receipt of an invoice and is supplemental and in addition to any fees detailed hereunder. In no event shall the invoicing of the Project Delay Penalty effect the fee schedule detailed hereunder, which Customer shall continue to pay as scheduled.
- b. As it relates to the services being contemplated hereunder, in the event that Customer is involved in any litigation or other action with a party other than UsableNet, and Customer requires UsableNet to participate in such action pursuant to a subpoena or Customer’s request, including, but not limited to, producing documents or acting as a witness, Customer shall bear all reasonable fees (including attorneys’ fees), incurred by UsableNet in responding to such subpoena or request.

The terms of the Agreement and this Renewal shall prevail notwithstanding any conflicting terms or conditions which may appear on, or be incorporated by reference in, a purchase order. Any other terms or conditions, whether additional, different or inconsistent with those of the Agreement or this Renewal presented in connection with a purchase order shall be void and of no effect, and will not be considered an amendment to the Agreement or this Renewal unless it is in writing signed by both parties, expressly referencing the Agreement or this Renewal and the section(s) being modified. This Renewal shall be governed by the governing law of the Agreement.

Except as amended herein, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Renewal as of the date below.

UsableNet Assistive Service Contract Renewal

Triton College

UsableNet Inc.

Signed:

Signed:

Print Name:

Mark R. Stephens

Print Name:

Title:

Board Chairman

Title:

Date:

Date:

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

Meeting of May 18, 2021

ACTION EXHIBIT NO 16588

**SUBJECT: INTERGRATED DOCUMENT TECHNOLOGIES (IDT)
MAINTENANCE AGREEMENT RENEWAL**

RECOMMENDATION: That the Board of Trustees approve a three-year Maintenance renewal with IDT for “Capsys”, the College’s document imaging platform for an annual cost of \$15,487.00. The Agreement will run from July 1, 2021 through June 30, 2024. The total cost of the three-year Agreement is \$46,461.00.

RATIONALE: Capsys Image Capture service is the image capture platform being used by Triton College in Human Resources, Admissions, Financial Aid, Business Services and Student Services. The Capsys Service, along with FileBound Image Hosting, and Image Back-Up Services by IDT provide the College with Updated and supported technology, 24/7 hosting in addition to monitoring services.

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

**Schedule 1-E
HOSTED SERVICES AGREEMENT
Hosted Services Fees**

This Schedule is made by and between Integrated Imaging Systems Inc. D/B/A Integrated Document Technologies and Triton College in consideration of their mutual promises and subject to its terms and conditions. This attachment supplements and amends the terms and conditions of the Hosted Services Agreement executed by the parties on November 12th, 2009, the Hosted Services Agreement Schedule 1-A executed by the parties on September 28th, 2012, Schedule 1-B executed by the parties on June 26th, 2013, Schedule 1-C executed by the parties on April 20th, 2016, Schedule 1-D executed by the parties on June 19, 2018.

QTY	DESCRIPTION	ANNUAL FEE
1	CAPSYS CAPTURE Network Starter Pack Includes: Annual CAPSYS Web-Based (Cloud) Service Renewal CAPTURE ONLINE Starter Kit includes: CAPSYS CAPTURE ONLINE Server License (1) CAPSYS CAPTURE ONLINE Concurrent Web Client User Licenses (5) CAPSYS CAPTURE ONLINE Image Cleanup Module (1) CAPSYS CAPTURE ONLINE Barcode Recognition/Page Separation Module (1) CAPSYS CAPTURE ONLINE Database Lookup Module (1) CAPSYS CAPTURE ONLINE Release Module for FileBound (1) Concurrent Web User Licenses (3) Concurrent Web User Licenses (2) Concurrent Web User License (1) Concurrent Web User License (1)	\$15,487.00
	ANNUAL FEE for 2021 Renewal:	\$15,487.00
	ANNUAL FEE for 2022 Renewal:	\$15,487.00
	ANNUAL FEE for 2023 Renewal:	<u>\$15,487.00</u>
	TOTAL ANNUAL FEES for 36 Months:	\$46,461.00

The following terms apply:

- The Annual fee includes standard software maintenance/support.
- The Annual fee includes the monthly domain fee.

Subscription Term (36 Month Term): This addendum will extend the current hosting agreement for 36 Months, beginning on July 1st, 2021 and ending June 30th, 2024.

Agent Information:

Company Name:	Integrated Document Technologies, Inc.
Address:	1009 W. Hawthorn Dr.
City, State and Zip:	Itasca, IL 60143
Primary Contact:	Michael Nolfo
Telephone:	(630) 875-1100 X310
Email:	Michael.nolfo@idt-inc.com

This Schedule, including its terms and conditions, and the Agreement of which it is part, is a complete and exclusive statement of the agreement between the parties, which supersedes all prior or concurrent proposals and understandings, whether oral or written, and all other communications between the parties relating to its subject matter. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between this Schedule and the Agreement, this Schedule shall prevail. All other terms and conditions remain unchanged and are ratified hereby. This Schedule shall not be effective until executed by Customer and accepted by an authorized representative of Integrated Document Technologies, Inc.

Integrated Document Technologies, Inc.

Triton College

By: _____

By: _____

Printed Name: _____

Printed Name: Mark R. Stephens

Title: _____

Title: Board Chairman

Date: _____

Date: _____

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

Meeting of May 18, 2021

ACTION EXHIBIT NO 16589

**SUBJECT: UPLAND SOFTWARE – FILEBOUND SERVICE AGREEMENT
RENEWAL**

RECOMMENDATION: That the Board of Trustees approve a three-year Service Agreement renewal with IDT for Upland Filebound Software for an annual cost \$59,475.00. The Service Agreement will run from July 1, 2021 through June 30, 2024. The total cost of the three-year Agreement is \$178,425.00.

RATIONALE: This Agreement locks in the annual rate at \$59,475.00 for three years and allows storage of up to 5 million files before entering a higher pricing tier. We have just outgrown the limit of 2 million files that we had previously licensed. We are currently averaging an increase in files of approximately 150,000 additional documents per year. Filebound image hosting is the document hosting platform being used by Triton College in Human Resources, Admissions, Financial Aid, Business Services and Student Services.

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

Sales Order

This sales order provides specific terms and pricing for extension of the existing Upland FileBound subscription service for Triton College.

License Type and Subscription Term

- Upland will grant Customer access to and the right to use a **5,000,000 Enterprise** (System size and type) System during the term of this agreement.
- The system will be hosted by Upland using the URL assigned by Upland.
- This agreement is non-cancelable for a period of **3 years** commencing at the Effective Date of July, 1st 2021 through June, 30th 2024.
- Customer may upgrade the System during the term of this agreement by executing a revised addendum that will include a revised term, price and System.
- The subscription can renew through execution of a revised agreement that will specify terms and pricing.

Pricing

- Customer will pay an Annual fee of **\$59,475.00** to Reseller as directed by the invoice, for use of the FileBound system during the term of the license for a total non-cancelable commitment of **\$178,425.00**.
- Payment terms are Net 45 days from the date of the invoice.

All other terms and conditions of the Upland Hosting Agreement remain in full force and effect.

Agreed to this **1st** day of **July, 2021**

Triton College.
(Customer)

IDT, Inc.
(Reseller)

Signed: _____

Signed: _____

Name: Mark R. Stephens

Name: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

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

Meeting of May 18, 2021

ACTION EXHIBIT NO. 16590

SUBJECT: HEARTLAND BUSINESS SYSTEMS – 72 NOTEBOOK PURCHASE

RECOMMENDATION: That the Board of Trustees approve the purchase of seventy-two (72) HP ProBook 450 G8 16GB 15.6" Notebooks. The purchase of these notebooks will be funded through WEI grant funds. Each notebook plus extended warranty is \$881.00 for the total cost of \$63,432.00

RATIONALE: Triton College identified access to technology as a barrier to students in the first WEI grant, and requested funds to address that issue for the current WEI grant. ICCB approved the request to purchase laptops to allow both remote learning and to support the software needs of the WEI students. These laptops will be added to the College's inventory and loaned out to WEI students to ensure continuity of teaching and learning.

Sean Sullivan

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

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Elizabeth Potter
Secretary**

Date

Related forms requiring Board signature: Yes No

HP 450 G8 - 8GB & 16GB

Quote #246744 v1



Prepared For:
Triton Community College District 504
 Christopher Hordorwich
 2000 Fifth Avenue
 River Grove, IL 60171
P: (708) 779-4601
E: chrishordorwich@triton.edu

Prepared By:
Chicago Illinois Office
 Mauri Spampinato
 5400 Patton Drive Suite 4B
 Lisle, IL 60532
P: (630) 452-7382
E: mspampinato@hbs.net

Date Issued:
04.16.2021
Expires:
05.10.2021

HP 450 G8 8GB (77)	Price	Qty	Ext. Price
HP ProBook 450 G8 15.6" Notebook - Intel Core i5 (11th Gen)	\$752.00	77	\$57,904.00
3YR NBD ONSITE NOTEBOOK	\$69.00	77	\$5,313.00
	Subtotal		\$63,217.00

HP 450 G8 16GB (72)	Price	Qty	Ext. Price
SBUY PB450G8 I5-1135G7 15 16GB/256 PC INTEL I5-1135G7, 15.6 FHD AG LED UWVA, UMA	\$812.00	72	\$58,464.00
HP 3Y NEXTBUSDAYONSITE NOTEBOOK ONLY SVC,COMMERCIAL MOBILE TC PCS WITH 1/1/0 WTY	\$69.00	72	\$4,968.00
	Subtotal		\$63,432.00

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

Acceptance

Chicago Illinois Office

Triton Community College District 504

Mauri Spampinato

Signature / Name

04/16/2021

Date

Signature / Name

Initials

Date

HTG Standard Terms & Conditions

STANDARD TERMS AND CONDITIONS

The parties to this agreement are Heartland Business Systems, LLC., ("Heartland" or "Seller"), with corporate headquarters located at 1700 Stephen Street, Little Chute WI 54140, and customer ("Buyer") who purchases products and/or services from Heartland.

1. **ACCEPTANCE.** Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of services and/or products from Heartland.
2. **PAYMENT AND TERMS.** All invoices provided by Seller to Buyer shall be paid within 30 days of the invoice date with the exception of HBSFLEX Agreement invoices. HBSFLEX Agreement invoices shall be paid upon receipt of the invoice. A service charge of \$35.00 will be assessed for each check that is returned for insufficient funds.
3. **FORCE MAJEURE.** Heartland's performance hereunder shall be excused if such nonperformance or delay of performance is due to causes beyond the reasonable control of Heartland and is the direct or indirect result of, but not limited to, acts of God, acts of the public enemy, acts of the United States of America, or any state, territory or political subdivision thereof or of the State of Wisconsin, fires, war, riots, terrorism, floods, epidemics, quarantine restrictions, insurrection, strikes, labor shortage, materials shortage or freight embargoes. Any delay in performance due to the force majeure occurrence shall extend the period for performance for the duration of the delay.
4. **SHIPPING.** With respect to any products that are to be shipped, shipment shall be FOB Seller's place of business, by common or contract carrier, or, in the case of drop shipment, FOB a manufacturer's or distributor's place of business, by common or contract carrier. Freight charges shall be Buyer's responsibility. "Delivery," as that term is used in this proposal and any resulting contract, shall be deemed completed when the goods have been placed into the hands of the common or contract carrier.
5. **WARRANTY.** Any hardware, software, or parts sold to Buyer may be subject to a warranty made by the manufacturer or other third party to Buyer and, if so, the terms and conditions of such warranty are embodied in other documents. Buyer acknowledges that Seller is not a party to any such warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against the Seller. SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY THE SELLER WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
6. **PROFESSIONAL SERVICES.** Heartland may provide professional services as requested by the Buyer. All services provided by Heartland, which include labor and travel charges, are subject to the terms and conditions as set forth in this Agreement. Services provided by Seller to Buyer may be covered under a manufacturer or other third party warranty, may be applied to a pre-paid HBSFLEX Agreement purchased by the Buyer, at the rates set forth in the most current version of the HBSFLEX Volume Service Schedule, as updated from time to time, or may be billed out to the Buyer at the then-prevailing hourly rate. Regardless whether the services are covered under warranty, applied to a HBSFLEX Agreement or billed out at an hourly rate, all terms of this Agreement apply. Heartland's records shall be the sole measurement of professional services and/or time expended by Heartland. HBSFLEX Agreements may not be used to purchase products, and each HBSFLEX Agreement shall automatically expire eighteen months after the date of invoice for that HBSFLEX Agreement.
 1. **Warranty.** If services provided are in connection with a problem that is covered by a manufacturer or other third party warranty, then such services shall not be counted against a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, to the extent of the warranty coverage. Please refer to your manufacturer or third party provided documentation which will define what is covered under warranty. Any labor or travel provided that is not covered under the manufacturer or third party warranty will be applied to a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, whichever applies.
 2. **HBSFLEX Agreements.** Buyer may choose to purchase a pre-paid HBSFLEX Agreement from Seller. When a HBSFLEX Agreement is purchased, labor and travel charges incurred will be applied against the HBSFLEX Agreement. Buyer will receive informational invoices detailing the services as they are provided.
 1. When a pre-paid HBSFLEX Agreement is exhausted an additional HBSFLEX Agreement may be purchased. If an additional HBSFLEX Agreement is not purchased, then services will be billed out at the then-prevailing hourly rate.
 2. Either party may terminate a pre-paid HBSFLEX Agreement by giving notice to the other, in writing by mail to the party's last known address, of such intent. If this Agreement is terminated before the HBSFLEX Agreement is expended, then Heartland shall refund 75% of the unused portion of the fee and may retain the balance.
 3. **Hourly Rate.** Should services provided not be covered under a manufacturer or third party warranty or should the Buyer not have purchased or not have time available on a HBSFLEX Agreement then all labor and travel will be billed out at Heartland's then-prevailing hourly rate.
7. **PROFESSIONAL SERVICE ESTIMATES.** At times, Buyer may request time estimates for service situations. Heartland will provide a best estimate based upon the information that is known at the time of the request. This is to be considered an estimate for service only and not a guarantee. Actual service hours may be less or may be more than the estimate provided.
8. **FOUR-HOUR RESPONSE.** For calls received on normal business days, excluding holidays, Heartland will use its best effort to respond to the Buyer's request for service within four business hours (the hours between 8:00 a.m. and 5:00 p.m. CT) of the Buyer's request.
9. **ASSIGNABILITY.** Heartland may delegate all, or any part of, its duties hereunder to a subcontractor.
10. **EXCLUDED EQUIPMENT.** Heartland may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.
11. **BUYER'S RESPONSIBILITY.** Buyer shall use its best efforts to cooperate with Heartland in connection with Seller's carrying out its duties hereunder, and Buyer shall refrain from any act or omission that could frustrate Heartland's performance. In that regard, but not by way of limitation, Buyer shall designate one employee for each location at which services are expected to be rendered under this Agreement, with full authority to act for Buyer in the event that Buyer's input is required in order to affect any aspect of the services provided hereunder.
12. **BUYER'S WARRANTY AS TO PROPER LICENSING.** Buyer warrants and represents to Seller that it possesses a proper license for all software being used by Buyer's organization and shall hold Heartland harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software.
13. **BUYER'S WARRANTY AS TO PROPER BACKUP.** Buyer warrants and represents to Seller that Buyer's data and system has been properly backed up prior to the commencement of any services provided by Heartland and understands that the Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
14. **NON-SOLICITATION OF HEARTLAND PERSONNEL.** During the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, encourage any employee of Heartland, who became known to Buyer by virtue of such employee's providing services under this Agreement, to terminate his or her employment with Heartland. In addition, during the

term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, solicit any employee of Heartland, who became known to Buyer by virtue of such employee's providing services under this Agreement, for employment which would end or diminish that employee's service with Heartland. Buyer acknowledges that Heartland will suffer irreparable harm as a result of Buyer's violation of this paragraph and that Heartland may bring an action for injunctive relief and/or actual damages to enforce this provision.

15. **SUSPENSION OF PRODUCTS AND/OR SERVICES.** Heartland may, at its option, suspend providing products and/or services hereunder in the event that the Buyer is delinquent on payment of any outstanding invoices.
16. **EXCLUSIVE REMEDY/LIMITATION OF LIABILITY.** Notwithstanding any other provision herein, Seller's sole and exclusive liability to Buyer for any breach of this Agreement, or breach of any warranty, express or implied, found to have been made in connection with this Agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder; Seller shall have no liability for any other damages, consequential or otherwise. Seller shall have no liability whatsoever to Buyer if computer software or computer hardware sold hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than Seller. Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
17. **ACCEPTANCE OF PRODUCTS.** Buyer shall be deemed to have irrevocably accepted the products and services sold hereunder if Buyer has not given to Seller a written notice of rejection, describing the basis for rejection, within 10 business days after delivery. All data and intellectual property provided by Seller in connection with this Agreement shall belong to Seller ("Heartland Materials"). Seller shall retain all rights and interests in and to the Heartland Materials after the completion of this Agreement.
18. **CLOUD SERVICES.** Buyer agrees and acknowledges that in order to provide a high level of service, Seller may store Buyer's information in the public cloud. This information may include but is not limited to drawings, pictures, equipment layouts, passwords, backups, or configuration files. Buyer agrees and acknowledges that the cloud is a separate and independent network, which is not controlled by Seller, and that Seller shall have no liability whatsoever, under any circumstances, for any damages arising out of or relating to the use of the public cloud, including but not limited to the loss of any information.
19. **CHOICE OF LAW.** This Agreement, and any claim arising under it, or related to the transaction evidenced by it, shall be construed and determined under the laws of Wisconsin.
20. **ATTORNEY FEES.** In the event that legal action is taken by either party upon any claim arising from this Agreement or in any way related to the transaction that is evidenced by this Agreement, Seller shall, if it prevails, be entitled to recover from Buyer its actual reasonable attorney fees incurred in connection therewith.
21. **SEVERABILITY.** If any portion of this Agreement is determined by a court or government agency having competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.
22. **BINDING EFFECT.** This Agreement shall bind and inure to the benefit of the parties, and their respective heirs, successors, personal representatives, beneficiaries and assigns.
23. **ADDITIONAL WORK.** In the event that Seller agrees to provide additional products or service not specifically covered by this Agreement, the terms and conditions of this Agreement shall govern, unless otherwise provided in writing.
24. **ENTIRE AGREEMENT.** This is the entire agreement of the parties respecting the sale of the products or services, sold by Seller to Buyer. No modification, addition, or amendment shall be binding unless in writing and signed by both parties.

Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of services and/or products from Heartland.

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

Meeting of May 18, 2021

ACTION EXHIBIT NO. 16591

SUBJECT: HEARTLAND BUSINESS SYSTEMS – 100 NOTEBOOK PURCHASE

RECOMMENDATION: That the Board of Trustees approve the purchase of one hundred (100) HP ProBook 450 G8 16GB 15.6" Notebooks. The purchase of these notebooks will be funded through CRRSSA grant funds. Each notebook plus extended warranty is \$881.00 for the total cost of \$88,100.00.

RATIONALE: These laptops will used as needed by employees across campus to allow for a more flexible working environment. The far majority of laptops purchased in the last year have been put towards student use, this purchase will allow our staff to also have the technology needed to move about campus when needed with access to our systems. They feature Solid State Hard Drive technology and have built in webcams and microphones.

Sean Sullivan

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

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Elizabeth Potter
Secretary**

Date

Related forms requiring Board signature: Yes No

HP 450 G8 - 8GB & 16GB x 100

Quote #247291 v1



Prepared For:

Triton Community College District 504

 Christopher Hordorwich
 2000 Fifth Avenue
 River Grove, IL 60171

P: (708) 779-4601

E: chrishordorwich@triton.edu

Prepared By:

Chicago Illinois Office

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

P: (630) 452-7382

E: mspampinato@hbs.net

Date Issued:

04.20.2021

Expires:

05.18.2021

HP 450 G8 8GB	Price	Qty	Ext. Price
HP ProBook 450 G8 15.6" Notebook - Intel Core i5 (11th Gen)	\$752.00	100	\$75,200.00
3YR NBD ONSITE NOTEBOOK	\$69.00	100	\$6,900.00
Subtotal			\$82,100.00

HP 450 G8 16GB	Price	Qty	Ext. Price
SBUY PB450G8 I5-1135G7 15 16GB/256 PC INTEL I5-1135G7, 15.6 FHD AG LED UWVA, UMA	\$812.00	100	\$81,200.00
HP 3Y NEXTBUSDAYONSITE NOTEBOOK ONLY SVC,COMMERCIAL MOBILE TC PCS WITH 1/1/0 WTY	\$69.00	100	\$6,900.00
Subtotal			\$88,100.00

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

Acceptance

Chicago Illinois Office
Triton Community College District 504

Mauri Spampinato

Signature / Name

04/20/2021

Date

Signature / Name

Initials

Date

HTG Standard Terms & Conditions

STANDARD TERMS AND CONDITIONS

The parties to this agreement are Heartland Business Systems, LLC., ("Heartland" or "Seller"), with corporate headquarters located at 1700 Stephen Street, Little Chute WI 54140, and customer ("Buyer") who purchases products and/or services from Heartland.

1. **ACCEPTANCE.** Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of services and/or products from Heartland.
2. **PAYMENT AND TERMS.** All invoices provided by Seller to Buyer shall be paid within 30 days of the invoice date with the exception of HBSFLEX Agreement invoices. HBSFLEX Agreement invoices shall be paid upon receipt of the invoice. A service charge of \$35.00 will be assessed for each check that is returned for insufficient funds.
3. **FORCE MAJEURE.** Heartland's performance hereunder shall be excused if such nonperformance or delay of performance is due to causes beyond the reasonable control of Heartland and is the direct or indirect result of, but not limited to, acts of God, acts of the public enemy, acts of the United States of America, or any state, territory or political subdivision thereof or of the State of Wisconsin, fires, war, riots, terrorism, floods, epidemics, quarantine restrictions, insurrection, strikes, labor shortage, materials shortage or freight embargoes. Any delay in performance due to the force majeure occurrence shall extend the period for performance for the duration of the delay.
4. **SHIPPING.** With respect to any products that are to be shipped, shipment shall be FOB Seller's place of business, by common or contract carrier, or, in the case of drop shipment, FOB a manufacturer's or distributor's place of business, by common or contract carrier. Freight charges shall be Buyer's responsibility. "Delivery," as that term is used in this proposal and any resulting contract, shall be deemed completed when the goods have been placed into the hands of the common or contract carrier.
5. **WARRANTY.** Any hardware, software, or parts sold to Buyer may be subject to a warranty made by the manufacturer or other third party to Buyer and, if so, the terms and conditions of such warranty are embodied in other documents. Buyer acknowledges that Seller is not a party to any such warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against the Seller. SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY THE SELLER WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
6. **PROFESSIONAL SERVICES.** Heartland may provide professional services as requested by the Buyer. All services provided by Heartland, which include labor and travel charges, are subject to the terms and conditions as set forth in this Agreement. Services provided by Seller to Buyer may be covered under a manufacturer or other third party warranty, may be applied to a pre-paid HBSFLEX Agreement purchased by the Buyer, at the rates set forth in the most current version of the HBSFLEX Volume Service Schedule, as updated from time to time, or may be billed out to the Buyer at the then-prevailing hourly rate. Regardless whether the services are covered under warranty, applied to a HBSFLEX Agreement or billed out at an hourly rate, all terms of this Agreement apply. Heartland's records shall be the sole measurement of professional services and/or time expended by Heartland. HBSFLEX Agreements may not be used to purchase products, and each HBSFLEX Agreement shall automatically expire eighteen months after the date of invoice for that HBSFLEX Agreement.
 1. **Warranty.** If services provided are in connection with a problem that is covered by a manufacturer or other third party warranty, then such services shall not be counted against a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, to the extent of the warranty coverage. Please refer to your manufacturer or third party provided documentation which will define what is covered under warranty. Any labor or travel provided that is not covered under the manufacturer or third party warranty will be applied to a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, whichever applies.
 2. **HBSFLEX Agreements.** Buyer may choose to purchase a pre-paid HBSFLEX Agreement from Seller. When a HBSFLEX Agreement is purchased, labor and travel charges incurred will be applied against the HBSFLEX Agreement. Buyer will receive informational invoices detailing the services as they are provided.
 1. When a pre-paid HBSFLEX Agreement is exhausted an additional HBSFLEX Agreement may be purchased. If an additional HBSFLEX Agreement is not purchased, then services will be billed out at the then-prevailing hourly rate.
 2. Either party may terminate a pre-paid HBSFLEX Agreement by giving notice to the other, in writing by mail to the party's last known address, of such intent. If this Agreement is terminated before the HBSFLEX Agreement is expended, then Heartland shall refund 75% of the unused portion of the fee and may retain the balance.
 3. **Hourly Rate.** Should services provided not be covered under a manufacturer or third party warranty or should the Buyer not have purchased or not have time available on a HBSFLEX Agreement then all labor and travel will be billed out at Heartland's then-prevailing hourly rate.
7. **PROFESSIONAL SERVICE ESTIMATES.** At times, Buyer may request time estimates for service situations. Heartland will provide a best estimate based upon the information that is known at the time of the request. This is to be considered an estimate for service only and not a guarantee. Actual service hours may be less or may be more than the estimate provided.
8. **FOUR-HOUR RESPONSE.** For calls received on normal business days, excluding holidays, Heartland will use its best effort to respond to the Buyer's request for service within four business hours (the hours between 8:00 a.m. and 5:00 p.m. CT) of the Buyer's request.
9. **ASSIGNABILITY.** Heartland may delegate all, or any part of, its duties hereunder to a subcontractor.
10. **EXCLUDED EQUIPMENT.** Heartland may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.
11. **BUYER'S RESPONSIBILITY.** Buyer shall use its best efforts to cooperate with Heartland in connection with Seller's carrying out its duties hereunder, and Buyer shall refrain from any act or omission that could frustrate Heartland's performance. In that regard, but not by way of limitation, Buyer shall designate one employee for each location at which services are expected to be rendered under this Agreement, with full authority to act for Buyer in the event that Buyer's input is required in order to affect any aspect of the services provided hereunder.
12. **BUYER'S WARRANTY AS TO PROPER LICENSING.** Buyer warrants and represents to Seller that it possesses a proper license for all software being used by Buyer's organization and shall hold Heartland harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software.
13. **BUYER'S WARRANTY AS TO PROPER BACKUP.** Buyer warrants and represents to Seller that Buyer's data and system has been properly backed up prior to the commencement of any services provided by Heartland and understands that the Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
14. **NON-SOLICITATION OF HEARTLAND PERSONNEL.** During the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, encourage any employee of Heartland, who became known to Buyer by virtue of such employee's providing services under this Agreement, to terminate his or her employment with Heartland. In addition, during the

term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, solicit any employee of Heartland, who became known to Buyer by virtue of such employee's providing services under this Agreement, for employment which would end or diminish that employee's service with Heartland. Buyer acknowledges that Heartland will suffer irreparable harm as a result of Buyer's violation of this paragraph and that Heartland may bring an action for injunctive relief and/or actual damages to enforce this provision.

15. **SUSPENSION OF PRODUCTS AND/OR SERVICES.** Heartland may, at its option, suspend providing products and/or services hereunder in the event that the Buyer is delinquent on payment of any outstanding invoices.
16. **EXCLUSIVE REMEDY/LIMITATION OF LIABILITY.** Notwithstanding any other provision herein, Seller's sole and exclusive liability to Buyer for any breach of this Agreement, or breach of any warranty, express or implied, found to have been made in connection with this Agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder; Seller shall have no liability for any other damages, consequential or otherwise. Seller shall have no liability whatsoever to Buyer if computer software or computer hardware sold hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than Seller. Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
17. **ACCEPTANCE OF PRODUCTS.** Buyer shall be deemed to have irrevocably accepted the products and services sold hereunder if Buyer has not given to Seller a written notice of rejection, describing the basis for rejection, within 10 business days after delivery. All data and intellectual property provided by Seller in connection with this Agreement shall belong to Seller ("Heartland Materials"). Seller shall retain all rights and interests in and to the Heartland Materials after the completion of this Agreement.
18. **CLOUD SERVICES.** Buyer agrees and acknowledges that in order to provide a high level of service, Seller may store Buyer's information in the public cloud. This information may include but is not limited to drawings, pictures, equipment layouts, passwords, backups, or configuration files. Buyer agrees and acknowledges that the cloud is a separate and independent network, which is not controlled by Seller, and that Seller shall have no liability whatsoever, under any circumstances, for any damages arising out of or relating to the use of the public cloud, including but not limited to the loss of any information.
19. **CHOICE OF LAW.** This Agreement, and any claim arising under it, or related to the transaction evidenced by it, shall be construed and determined under the laws of Wisconsin.
20. **ATTORNEY FEES.** In the event that legal action is taken by either party upon any claim arising from this Agreement or in any way related to the transaction that is evidenced by this Agreement, Seller shall, if it prevails, be entitled to recover from Buyer its actual reasonable attorney fees incurred in connection therewith.
21. **SEVERABILITY.** If any portion of this Agreement is determined by a court or government agency having competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.
22. **BINDING EFFECT.** This Agreement shall bind and inure to the benefit of the parties, and their respective heirs, successors, personal representatives, beneficiaries and assigns.
23. **ADDITIONAL WORK.** In the event that Seller agrees to provide additional products or service not specifically covered by this Agreement, the terms and conditions of this Agreement shall govern, unless otherwise provided in writing.
24. **ENTIRE AGREEMENT.** This is the entire agreement of the parties respecting the sale of the products or services, sold by Seller to Buyer. No modification, addition, or amendment shall be binding unless in writing and signed by both parties.

Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of services and/or products from Heartland.

STC.2020.v1.0

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

Meeting of May 18, 2021

ACTION EXHIBIT NO. 16592

SUBJECT: 2021 FEDERAL TRANSIT ADMINISTRATION (FTA) CERTIFICATIONS AND ASSURANCES

RECOMMENDATION: That the Board of Trustees approve the 2021 FTA Certifications and Assurances. This certification allows Triton College to continue to provide the Success Express Shuttle Bus Service. There is no cost to Triton College associated with the FTA Certifications and Assurances.

RATIONALE: Submission of the FTA Certifications and Assurances is required annually in order to remain in compliance with federal statutes and regulations.

Submitted to Board by: _____


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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Triton College

The Applicant certifies to the applicable provisions of categories 01–21. X

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01	Certifications and Assurances Required of Every Applicant
02	Public Transportation Agency Safety Plans
03	Tax Liability and Felony Convictions
04	Lobbying
05	Private Sector Protections
06	Transit Asset Management Plan
07	Rolling Stock Buy America Reviews and Bus Testing
08	Urbanized Area Formula Grants Program
09	Formula Grants for Rural Areas
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs _____
- 13 State of Good Repair Grants _____
- 14 Infrastructure Finance Programs _____
- 15 Alcohol and Controlled Substances Testing _____
- 16 Rail Safety Training and Oversight _____
- 17 Demand Responsive Service _____
- 18 Interest and Financing Costs _____
- 19 Construction Hiring Preferences _____
- 20 Cybersecurity Certification for Rail Rolling Stock and Operations _____
- 21 Tribal Transit Programs _____

FEDERAL FISCAL YEAR 2021 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2021)

AFFIRMATION OF APPLICANT

Name of the Applicant: Triton College

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2021, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2021.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to

FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Mark R. Stephens, Board Chairman Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies that, to the maximum extent possible, and consistent with the Consolidated Appropriations Act, 2021 (Public Law 116–260):

- (a) Funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider’s Accountable Executive

(as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant’s lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

- an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other

use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for

Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least

- 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
- (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent

transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 659, “Rail Fixed Guideway Systems; State Safety Oversight”;
- (b) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (c) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. L, title I, § 199(b).

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 21. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing.

Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 18, 2021

ACTION EXHIBIT NO. 16593

SUBJECT: AGREEMENT WITH CHICAGO AREA INTERPRETER REFERRAL SERVICE (CAIRS)

RECOMMENDATION: Request that the Board of Trustees approve the Agreement with the Chicago Area Interpreter Referral Service (CAIRS). This Agreement will be effective as of July 1, 2021 and will remain in effect until either party modifies or cancels the Agreement. Estimated annual cost for this service, based on this past year is \$180,000.

RATIONALE: The College recently received documentation from CAIRS regarding updated rates and policies effective July 1, 2021. Board approval allows for uninterrupted services from CAIRS.

Submitted to Board by: _____


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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No



RATES AND POLICIES

College/University

Effective July 1, 2021

CAIRS Contact Information:

Email: info@CAIRS.net

Web: www.CAIRS.net

Fax: 312-895-4313

Phone: 312-895-4300

CAIRS Office Hours are 9:00AM - 4:30PM CST, Monday – Friday.

CAIRS Office is closed: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

NOTE: If a holiday falls on a Saturday, the office will be closed on the preceding Friday. If a holiday falls on a Sunday, the office will be closed on the following Monday.

REQUESTING SIGN LANGUAGE INTERPRETING SERVICES

All requests for sign language interpreters **MUST** be submitted **IN WRITING** (via email, website, or fax). In order to be processed by CAIRS, requests **MUST** include **ALL** of the following information.

1. Customer ID# and name of university
2. Requestor's contact info (name, phone number, email address)
3. Assignment location (full building name & address, room #)
4. Deaf consumers name and role in the assignment
5. Assignment description (course title AND catalog description, or detailed event/meeting information)
6. Instructor's name (if applicable)
7. Day(s) of week
8. Start and end dates
9. Start and end times
10. Dates there are no classes (i.e. holidays, in-service days, etc.)
11. Day-of assignment onsite contact (name, phone number, and email address)
12. Deaf consumer preferences/language needs (i.e., ASL, PSE, Signed English, Tactile, Oral, etc.; preferred/non-preferred interpreter names)
13. Additional information (dress code, parking, security, sign-in procedure, etc.)
14. Billing contact name, address, and phone number (if different from requestor)
15. In-Person Interpreting or Video Remote Interpreting (if VRI, include videoconference access link)
16. Will assignment be recorded or live-streamed?

IMPORTANT NOTES:

- All the above information is required **before** a coordinator can process an incoming request. The customer is solely responsible for providing all the required information.
- **Once an interpreter is secured by CAIRS, at that point the customer is responsible for all charges.**
- If the request will take place in less than two business days or is an emergency in nature, please place the order in writing and then call CAIRS at 312-895-4300 to confirm receipt of the order. These requests will include additional fees as noted on page 3 of this document.
- All next-day assignment requests **must** be received no later than 4:00 PM to be processed on the same day. Requests will include additional fees as noted on pages 3 and 5 of this document.
- Usually, multiple interpreters are needed to fill requests exceeding two hours in length; in these instances, the client will be billed for all fees per interpreter.
- **Requests for locations or at times which have a lower concentration of available interpreters may incur travel costs.**

Once an interpreter is secured, CAIRS will contact the customer with the interpreter's name. **CAIRS provides only licensed interpreters.**

All jobs are assignment-specific and not time-specific (i.e., an interpreter secured to interpret a Math class cannot then be asked to interpret an Advising meeting unless both were originally requested for the assignment).

ASSIGNMENT LENGTH

- All assignments are charged a standard service fee (**see Assignment Rates on page 3**).
- In most cases, a single interpreter can work alone for up to two hours. Assignments over two hours in length are billed in additional 15-minute increments.
- While the majority of assignments lasting two hours or less will require only one interpreter, CAIRS reserves the right to contract two interpreters for a two hour or less assignment based upon the Deaf consumer's preferences and needs, workload intensity, size of group involved, or topic content.
- Assignments exceeding two hours require a second interpreter due to the mental and physical demands of interpreting. If a second interpreter is unavailable, the available interpreter will be asked if they are willing to work the assignment alone with additional breaks as necessary.
- Assignments over two hours with only one interpreter will be charged at one and a half times the hourly rate.
- **Overtime** - Assignments that exceed the originally requested time by more than 15 minutes may result in the creation of a new request with Emergency Fees and Travel Fees. Overtime availability is not guaranteed.

CANCELLATION AND ALTERATION POLICIES

CAIRS continually demonstrates a high success rate in filling customer requests. Occasionally, due to significant volume during peak periods or insufficient advanced request notice, CAIRS may be unable to fill an assignment. If that should occur, CAIRS will notify the customer and explore the possibility of rescheduling the assignment. **The customer will never be charged for an unfilled assignment.**

Cancellations to Scheduled Assignments

- **Cancelled without charge** - Assignments may be cancelled without charge up to two full business days prior to the scheduled assignment date, (i.e. for an assignment on Friday, the customer must call before 5:00 PM on the Tuesday before to avoid paying the full amount of the assignment. If the customer calls after 5:00 PM on Tuesday the customer will be responsible for paying for the full amount of the assignment. There must be two full business days between the date of cancellation and the date of the request. Note that cancellations made after 5pm on a business day will be processed the next business day. For example, an emailed cancellation on Tuesday at 5:30pm will be considered cancelled on Wednesday at 9am when the office reopens.)
- **Cancelled with charge** - Occasionally a Deaf consumer will cancel or miss an appointment or meeting. CAIRS must be notified when the customer becomes aware that a Deaf consumer is going to miss a scheduled assignment. **CAIRS remains contractually obligated to compensate the interpreter(s) for all requests cancelled with less than two full business days prior notice. Consequently, CAIRS must hold customers contractually obligated for these charges.**
 - If the customer notifies CAIRS less than two full business days prior to the assignment that the Deaf consumer will not be at the appointment, the customer will be responsible for paying for the full amount of the assignment.
 - If an interpreter arrives at an assignment and the Deaf consumer is not there or an interpreter is notified upon arrival that the Deaf consumer is not coming, the customer will be responsible for paying for the full amount of the assignment.

Alterations to Scheduled Assignments

- **Less than two full business days prior notice** - Any changes to a scheduled interpreter assignment with less than two full business days prior notice, but more than one full business day prior will result in cancellation of the original assignment with full charge and the creation of a new assignment with a Short-Notice Fee.
- **Less than one full business day prior notice** - Any changes to a scheduled interpreter assignment with less than one full business day prior notice will result in cancellation of the original assignment with full charge and the creation of a new assignment with an Emergency Fee and Travel Time Fee to and from the assignment.
- **Same location multiple emergency assignments** - If an interpreter is at the location of a scheduled assignment and other emergency assignment requests are made for the same location, Emergency or After-Hours fees will apply to all additional assignments, but Travel Time fees will only apply to the first and last assignment (to and from the assignment location, with a maximum of three hours travel per assignment). Again, this is contingent on the individual interpreter's availability.

ASSIGNMENT RATES

	Advanced Notice <i>More than 2 Business Days Prior Notice</i>	Short Notice <i>Less than 2 Business Days Prior Notice</i>	Emergency <i>Same or 1 Business Day Prior Notice</i>	Legal Consulting	Legal Recording	Tactile/ Trilingual	Audio/Video Taping/ Performance/ Post-Production	Holidays	VRI
Standard Service Fee	\$112	\$112	\$112	\$146	\$180	\$130	\$150	Varies	\$112
Additional Time <i>(in excess of 2 hours)</i>	\$56 / hour	\$56 / hour	\$56 / hour	\$73 / hour	\$90 / hour	\$65 / hour	\$75 / hour	1.5 Times Scheduled Rate	\$56 / hour
Additional Fees	None	\$60 Short Notice Fee	\$65 Emergency Notice Fee	Additional Fees will apply based on when the request for the assignment is placed. Requests with less than two business day's prior notice will incur a \$60 Short Notice Fee; same or one business day prior notice will incur a \$65 Emergency Notice Fee.					
Travel Time Fee	None	None	\$56 / hour up to 3 hour maximum	Travel Time Fees will apply based on when the request for the assignment is placed. Requests with less than one business day prior notice or after business hours notice will incur Travel Time at \$56 per hour to and from the assignment with a 3-hour maximum.					

ALL FEES ARE PER INTERPRETER PER ASSIGNMENT

- **Legal Consultation:** assignments where legal counsel is present but where no official recording is taken. These assignments include intake interviews, advice and counsel in attorney offices, settlement conferences, and other discussions, conversations and meetings with attorneys present.
- **Legal Recording:** assignments where an official recording is taken or there is an independent fact finder present or presiding. These assignments include depositions, recordings, arbitration proceedings, court proceedings and trials.
- **Tactile:** assignments for consumers who are DeafBlind.
- **Trilingual:** assignments that include a third language (besides ASL & English).
- **Performance:** scripted live performance for an audience. *(Additional two hours of prep time added to all performances.)*
- **Audio/Video Taping:** all audio/video taped assignments that are recorded and may be used at a later date.
- **Holidays:** assignments that take place on: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- **VRI (Video Remote Interpreting):** Interpreting performed in real time from an offsite location, via a customer's videoconferencing platform.
- **Post-Production:** Interpreting filmed later and added to pre-recorded video content. Interpretation may be embedded into the original video or returned as a separate video. *(Additional prep time added to Post-Production requests.)*
- **Credit Card Payments:** Payments by credit card will incur a \$5.00 processing fee.
- **Terms:** Due upon receipt.

Special Note: CAIRS prides itself with the quality of our freelance interpreters. While engaged to provide professional services, the customer may become familiar with various CAIRS' freelance interpreters and wish to extend an offer of employment. CAIRS values the working relationship with each freelance interpreter, but also does not desire to hinder the opportunities that may present themselves. The customer agrees to reimburse CAIRS one-third of the interpreters' earnings within the past year at CAIRS or \$4,000, whichever is greater, should the customer extend an offer of employment and it be accepted.

2021 College R&P ACKNOWLEDGEMENT

I have received, read, understand and agree to the terms and conditions of CAIRS Rates and Policies as outlined on the previous pages. On behalf of myself/my organization, I accept these terms and conditions as binding upon myself/my organization. My signature indicates authorization to secure interpreting services and responsibility for payment on behalf of myself/my organization named below.

PRINT ALL INFORMATION BELOW

Triton College

Company Name	Mark R. Stephens, Board Chairman	
2000 5th Ave		
Company Address	Fax Number	
River Grove, IL 60171		
Address City, State, Zip	Contact Person Email	
Phone Number	Contact Name (Print)	
Send Invoice to (Email Address)	Contact Name Signature	Date

MENTORING APPROVAL

- Our organization **approves** the attendance of interns at any of our facilities for any assignment unless otherwise noted.
- Our organization **does not approve** the attendance of interns at any of our facilities for any assignment unless otherwise noted.

Billing Contact Signature	Billing Address Line 1
Billing Contact Name	Billing City, State, Line 2
Billing Contact Phone Number	Billing City, State, Zip Code
Billing Contact Fax	Billing Contact Email

*Note that there is a \$25 processing fee, in addition to any applicable late penalties, for each check that is returned by the taxpayer's bank for any reason.

Fax, Email or Mail the Completed Form to:
312-895-4313 Fax • info@CAIRS.net
CAIRS • 4801 Southwick Dr. • Suite 610 • Matteson, IL 60443

(OFFICE USE ONLY)
CUSTOMER ID:

Mentoring Verification Form

CAIRS supports the interpreter community by partnering with Interpreter Training Programs (ITPs) in the Practicum Mentoring component of their degree and certificate programs. Student interpreter interns accompany licensed mentor interpreters on CAIRS assignments to observe the mentor's work and/or perform interpreting work in a supervised environment. Cooperation between CAIRS, our customers, mentor interpreters and ITPs allows interns to gain real-world experience that not only satisfies graduation requirements for interpreting students, but also ensures the availability of skilled, qualified interpreters in the years ahead.

Participation in the mentoring process is optional for customers and there is never an additional cost when an intern is permitted to attend an assignment. CAIRS recognizes that, while organizations may give consent for intern attendance, individual consumers may prefer not to allow interns, or request that they only observe rather than perform interpreting services. Mentors and interns will honor such preferences and right of refusal as expressed upon arrival at each assignment. CAIRS can supply mentor interpreters with an Intern Consent Form for customers who wish to document the Deaf/Hard of Hearing consumer's permission in writing. This form will be signed upon arrival by the Deaf/Hard of Hearing and hearing consumers, as well as the licensed interpreter(s) and the intern.

Your approval or denial regarding mentoring may be noted on the Rates & Policies Acknowledgment Form on Page 4. If you have any questions, please contact CAIRS at 312-895-4300 or info@cairs.net.

CAIRS Scheduling & Pricing Guide for Jobs with Less Than Two Full Business Days Prior Notice – Does not include after business hours calls

Day You Call to Make Your Request	Day of Interpreting Services									
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT. / SUN.	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
MONDAY Request Placed on Monday For: MONDAY, TUESDAY or WEDNESDAY	Emergency Fee AND Travel Time Fee	Emergency Fee AND Travel Time Fee	Short-Notice Fee	NO ADDITIONAL FEES	NO ADDITIONAL FEES	NO ADDITIONAL FEES				
TUESDAY Request Placed on Tuesday For: TUESDAY, WEDNESDAY or THURSDAY		Emergency Fee AND Travel Time Fee	Emergency Fee AND Travel Time Fee	Short-Notice Fee	NO ADDITIONAL FEES	NO ADDITIONAL FEES	NO ADDITIONAL FEES			
WEDNESDAY Request Placed on Wednesday For: WEDNESDAY, THURSDAY or FRIDAY			Emergency Fee AND Travel Time Fee	Emergency Fee AND Travel Time Fee	Short-Notice Fee	NO ADDITIONAL FEES	NO ADDITIONAL FEES	NO ADDITIONAL FEES		
THURSDAY Request Placed on Thursday For: THURSDAY, FRIDAY, SATURDAY, SUNDAY or MONDAY				Emergency Fee AND Travel Time Fee	Emergency Fee AND Travel Time Fee	Short-Notice Fee	Short-Notice Fee	NO ADDITIONAL FEES	NO ADDITIONAL FEES	
FRIDAY Request Placed on Friday For: FRIDAY, SATURDAY, SUNDAY, MONDAY or TUESDAY					Emergency Fee AND Travel Time Fee	Emergency Fee AND Travel Time Fee	Emergency Fee AND Travel Time Fee	Short-Notice Fee	NO ADDITIONAL FEES	NO ADDITIONAL FEES

PLEASE NOTE THE FOLLOWING:

- All Fees are Per Interpreter.
- Next day assignment requests received after 4:00 PM will not be processed until 9:00AM the next business day.
- CAIRS defines a 'Business Day' as 9:00AM to 5:00PM, Monday through Friday. **In order to avoid additional fees your request must be received more than two full 'business days' prior to the date of interpreting service (HOLIDAYS DO NOT COUNT AS BUSINESS DAYS).** Fees are based on the amount of advance notice in terms of 'business days' not hours, (i.e. 48 hours is not the same as two 'business days'.)
- **Holiday Rates Apply for the Following Days:** New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Labor Day, and Christmas Day.
- CAIRS is closed on major holidays and you must consider those days as **non-business days** when scheduling an assignment; holidays do not count as a 'business day.'
- **CAIRS Office is Closed:** New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day. **PLEASE NOTE:** If a holiday falls on a Saturday, the office will be closed on the preceding Friday. If a holiday falls on a Sunday, the office will be closed on the following Monday.

CAIRS • 4801 Southwick Dr., Suite 610 • Matteson, IL 60443 • 312-895-4300 Phone • 312-895-4313 Fax • info@cairs.net

CAIRS College/University Rates and Polices – Effective July, 1 2021

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

Meeting of May 18, 2021

ACTION EXHIBIT NO. 16594

SUBJECT: NATIONAL STUDENT CLEARINGHOUSE CONTRACT REVISIONS

RECOMMENDATION: That the Board of Trustees approve the revised National Student Clearinghouse (NSC) Master Service Agreement and Statements of Work to cover required enrollment reporting, student self-service, enrollment verification, and student tracker services. These are ongoing services NSC performs on our behalf that will continue seamlessly once the revised Agreements are approved. The Agreements will begin once fully signed and continue until terminated by NSC or Triton College and are no-cost to the college.

RATIONALE: NSC has incorporated a new Agreement framework that will cover all services in a single umbrella Agreement, eliminating the need for multiple stand-alone Agreements. The new Agreements ensure compliance with new laws and regulations regarding data management of student enrollment. Our legal counsel has reviewed the Agreements.

Submitted to Board by: _____


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

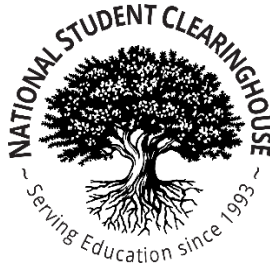
Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No



Student Self-Service SOW

This Statement of Work ("SOW") is effective as of the date it is signed by both parties and adopts and incorporates by reference the terms and conditions of the Master Service Agreement ("MSA"), which was entered into between the National Student Clearinghouse, a Virginia nonprofit organization (the "Clearinghouse") and Triton College, (the "Institution"), as it may be amended from time to time. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the MSA. Capitalized terms used but not defined in this Statement of Work shall have the meanings set out in the MSA.

1. **Service.** The Clearinghouse offers Student Self-Service ("SSS"), a web-based application that enables the Institution to provide its students with a wide range of services offered by the Clearinghouse, including, but not limited to, enrollment and student loan-related services. The Institution hereby appoints the Clearinghouse as its School Official for purposes of providing student electronic access to SSS in accordance with this SOW and may use the Clearinghouse's SSS application to provide the Students with Clearinghouse services.
2. **Clearinghouse Rights and Obligations.**
 - a. The Clearinghouse reserves the right to discontinue support of software or technologies that have reached end of life.
 - b. The Clearinghouse reserves the right to terminate access to SSS upon discovery or receipt of notice of a potential or actual material breach in security to data received or transmitted through the SSS connection. The Institution will, upon discovery or receipt of notice of a potential or actual material breach in security to data received or transmitted through the SSS connection, immediately terminate SSS connectivity. The Institution will immediately report said occurrence to the Clearinghouse. The Institution will work with the Clearinghouse to remediate the breach (or anticipated breach) and will restore connectivity only after the Institution and the Clearinghouse agree that such breach or threat will not occur (or reoccur).
 - c. The Clearinghouse will institute and maintain reasonable controls to ensure the integrity and security of its data transmission systems so that it releases information solely to authorized recipients in accordance with the terms of this SOW and applicable law. The Clearinghouse agrees to indemnify and hold the Institution harmless from any direct loss, cost, damage, or expense suffered by the Institution as a direct result of the Clearinghouse's failure to comply with its obligations under this SOW. The Clearinghouse will maintain insurance covering errors and omissions in its data processing operations in the amount of at least two million dollars (\$2,000,000).
3. **Institutional Rights and Obligations.**
 - a. In consideration of the SSS service provided under this SOW, the Institution will maintain signed and active Enrollment and Education Financial Industry Reporting and Education Verification and Authentication Services SOWs.

- b. The Institution will adhere to generally-accepted best practice standards related to information security. The Institution will have a comprehensive control framework based upon generally accepted best practices utilizing a standard set of controls, such as National Institute of Standards and Technology (NIST) SP 800-53 or ISO 27001. These practices are meant to include, but are not limited to, commercially available and widespread precautionary measures, such as firewall implementation, virus scanning, security access control software, logical encryption of data as it leaves the data boundary, secure tunnels, and limitation of physical access to the Institution's confidential information. Upon the reasonable request of the Clearinghouse, the Institution will disclose and review said policies, procedures and practices with the Clearinghouse.
 - c. The Institution's authentication procedures will verify the identity of students so that the numeric identifier can be passed to and used by the SSS application. The Institution will follow established policies, procedures and practices to protect against unauthorized access to, use of, or data confirmed through SSS. The Institution agrees that the Clearinghouse will not be responsible for actions, errors, or omissions of the Institution.
 - d. The Institution will maintain procedures reasonably designed to protect the confidentiality of any and all security code(s), private key(s), password(s), and/or user identification code(s) of students whose identity is authenticated by the Institution and request access to data through SSS.
 - e. The Institution certifies that they are currently in and shall remain in compliance with the NIST SP 800-63-2, Electronic Authentication Guideline, to ensure authenticating SSS users meet level 1 assurance requirements. The Clearinghouse reserves the right to terminate access to SSS if the institution's authentication policy does not meet these requirements.
4. Unless previously terminated according to the MSA, this SOW is effective as of the date it is signed by both parties and remains in full force and effect until terminated pursuant to this Section. Either party may terminate this SOW at any time by providing 60 days' prior written notice of termination to the other party. Termination of this SOW may necessarily terminate other SOWs under the MSA if the other SOWs rely upon the accuracy of data received by the Clearinghouse pursuant to this Service.

[continued on next page]

NATIONAL STUDENT CLEARINGHOUSE

Triton College

By

By

Name: Ricardo Torres

Name: Mark R. Stephens

Title: President & CEO

Title: Board Chairman

Date:

Date:

Your Service Implementation Contact

If we should contact someone else at your institution other than the contract signee to initiate your service, please provide his/her name and contact information below.

Patricia Zinga

Associate Dean, Enrollment Services

Name (please type)

Title

708.456.0300 ext. 3738

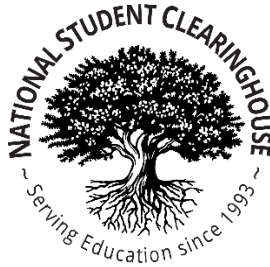
patzinga@triton.edu

Telephone

Email

Your desired implementation date:

By initialing this box, you are committing to notify the Implementation Contact within 3 business days of submitting this SOW to the Clearinghouse that they will be the Clearinghouse's point of contact during the implementation process.



StudentTracker for Colleges and Universities SOW

This Statement of Work ("SOW") is effective as of the date it is signed by both parties and adopts and incorporates by reference the terms and conditions of the Master Service Agreement ("MSA"), between the National Student Clearinghouse (the "Clearinghouse") and Triton College, (the "Institution"), as it may be amended from time to time. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the MSA. Capitalized terms used but not defined in this Statement of Work shall have the meanings set out in the MSA.

Service Selection:

Service	Yes or No
Standard	Yes
Premium	No

1. Defined Terms. For purposes of this SOW, the following terms shall have the following meanings:

"Analysis Ready Report" means a wide-file report that shows abridged outcomes based on the standard StudentTracker for Colleges and Universities Response File. The report provides enrollment and outcome data for up to 8 academic years (contingent upon search date used), and cumulative enrollment and outcome data.

"Education Program" means any program that is principally engaged in the provision of education, including, but not limited to, early childhood education, elementary and secondary education, postsecondary education, special education, job training, career and technical education, and adult education, and any program that is administered by an educational agency or institution.

"Institutional Signature and Snapshot Reports" means institutional level reports including the data elements of national Signature and Snapshot Reports.

"Pilot Features" means the Clearinghouse services or functionalities that are designated as a pilot, beta, trial, evaluation, or by a similar description and which may be made available to Institution to elect at no additional charge.

"Premium Features" means any additional features, beyond the basic functionality of submitting Request Files and receiving Response Files, which the Clearinghouse offers under this SOW that the Institution elects to receive. Premium Features do not include any Pilot Features.

"Request Files" means a list of current or former students or applicants for admission, siblings, and the parents or legal guardians of applicants for admission that the Institution submits to the Clearinghouse in order to obtain data on the enrollment and academic achievements of these individuals at other postsecondary institutions.

"Response Files" means the file produced by the Clearinghouse in response to a Request File of all enrollment or academic achievement information in its possession that it is authorized to release pertaining to the individuals included in the associated Request File.

“Signature and Snapshot Reports” means annual, national reports that the National Student Clearinghouse Research Center releases to the public. The national Signature and Snapshot Reports examine national enrollment and completion trends as well as look at national transfer and retention data.

2. The Institution agrees to submit Request Files and the Clearinghouse agrees to return Response Files for the purpose of enabling the Institution to perform a longitudinal evaluation of its education programs, improve instruction, and gain insights into students and applicants. The Clearinghouse may, at its sole discretion, choose not to incorporate data elements which the Institution does not provide to the Clearinghouse regarding its Students.
3. The Institution will submit the Request Files electronically and will include data elements and a configuration as is reasonably required by the Clearinghouse. Alternatively, by following procedures reasonably required by the Clearinghouse, the Institution may go on-line to a Clearinghouse website to query the enrollment and academic achievements of individuals at other postsecondary institutions.
4. If the Institution elects to receive Premium Features under this SOW, subject to the limitations in this paragraph, the Clearinghouse shall provide the following Premium Features to the Institution:
 - a. Premium Reports – Analysis Ready Reports and Institutional Signature and Snapshot Reports.
 - b. Request File Re-run Capability – Functionality that allows Institution to re-run request files previously submitted. Files can be re-run up to 4 times in a one-year period and will be available for up to 8 years.
 - c. Data Visualization – Graphical presentation of aggregated information based on pre-defined attributes. The features will contain multiple views and will have specific provisions to exclude individually identifiable information when limited datasets are available.
5. Any aggregated elements of the Premium Features may be inferred and collected from other sources when not provided by the Institution.
6. The Institution hereby authorizes the Clearinghouse to share the Response Files and Premium Reports generated under this SOW with its governing system of institutions office and/or main campus office, to the extent that such system of institutions office and/or main campus office exists. Institution also authorizes the Clearinghouse to share PII specifically related to a branch or satellite campus of the Institution and aggregate totals from the Response Files or Premium Reports with any branch or satellite campus that report to it.
7. In consideration of the services provided by the Clearinghouse under this SOW, Institution agrees to pay the Clearinghouse a fee in accordance with the applicable StudentTracker Fee Schedule (“Fee Schedule”), either for Standard or Premium. The Fee Schedule is and shall be available online at the Fee Schedule for Colleges & Universities page of the Clearinghouse website. The Clearinghouse agrees to provide the Institution with ninety (90) days’ prior written or electronic notice of any increase in the fee for this service. The Institution agrees to submit payment of applicable fees within thirty (30) days of receipt of a bill from the Clearinghouse.
8. Pilot Features.

- a. From time to time, the Clearinghouse may make Pilot Features available to Institution. Institution may elect such Pilot Features in its sole discretion. Pilot Features are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. All Clearinghouse restrictions, disclaimers, and Institution's obligations as described in the SOW shall apply equally to Institution's use of Pilot Features.
 - b. Institution shall not disclose to any person or entity, except those employees of Institution with a business need-to-know, that any Pilot Features offered to it under this SOW, are available from the Clearinghouse, or whether it chose to participate in any Pilot Features until the conclusion of the respective Pilot Features Trial Period, as described herein. A Pilot Features Trial Period will expire upon the earlier of a termination date determined solely by the Clearinghouse or the date that a version of the Pilot Features becomes generally available without the applicable Pilot Features designation.
 - c. The Clearinghouse may discontinue Pilot Features at any time in its sole discretion and is under no obligation to make them generally available. After the conclusion of the Pilot Features Trial Period, Institution will be invoiced in accordance with the Clearinghouse's published Fee Schedule unless Institution gives the Clearinghouse thirty (30) days' notice prior to the end of the Pilot Features Trial Period that it wishes to terminate its receipt of Pilot Features at the conclusion of the Pilot Features Trial Period.
9. Institution agrees that, on an annual basis, it will review the need for data received under this SOW and destroy all personally identifiable information received from Clearinghouse when the data is no longer needed to achieve this SOW's purposes.
10. The Institution agrees to adhere to the following requirements as a condition of its eligibility to use the StudentTracker Service:
 - a. Institution has an active Enrollment and Education Financial Industry Reporting SOW under this MSA;
 - b. Programming data block indicators ("DBIs") for all current data submissions and submission of historical DBIs for all students for whom the Institution submitted enrollment data to the Clearinghouse prior to programming DBIs for current data submissions; and
 - c. Remaining in active status for purposes of data submissions under the MSA.If the Institution, or any of its Affiliates, ceases to fulfill each of the eligibility requirements above, this SOW is suspended with respect to StudentTracker requests related to that Institution or Affiliate, until the requirements are met.
11. Unless previously terminated according to the MSA, this SOW is effective as of the date it is signed by both Parties and remains in full force and effect until terminated pursuant to this Section. Either party may terminate this SOW at any time by providing 60 days' prior written notice of termination to the other party. Termination of this SOW may necessarily terminate other SOWs under the MSA if the other SOWs rely upon the accuracy of data received by the Clearinghouse pursuant to this Service.

NATIONAL STUDENT CLEARINGHOUSE

Triton College

By

By

Name: Ricardo Torres

Name: Mark R. Stephens

Title: President & CEO

Title: Board Chairman

Date:

Date:

Your Service Implementation Contact

If we should contact someone else at your institution other than the contract signee to initiate your service, please provide his/her name and contact information below.

Kurian Tharakunnel

Executive Director, Research and Institutional Effectiveness

Name (please type)

Title

708.456.0300 ext. 3635

kuriantharakunnel@triton.edu

Telephone

Email

Your desired implementation date:



MASTER SERVICE AGREEMENT

This Master Service Agreement is entered into and shall be effective on the last signature date set forth below (“Effective Date”), and is by and between the National Student Clearinghouse (the “Clearinghouse”), a Virginia nonprofit organization with offices at 2300 Dulles Station Blvd., Ste. 220, Herndon, VA 20171, and postsecondary educational institution identified in Part One below (the “Institution” and, with the Clearinghouse, each a “party” and collectively the “parties”). The parties agree that the terms of this MSA shall apply to and govern all orders for services (each, an “Order”) that any school, branch, campus, center, department, officer or other unit of the Institution (each, a “Unit”) has heretofore places or shall in the future place with the Clearinghouse. Each Unit will be understood to have entered a separate agreement with the Clearinghouse. As the Clearinghouse provides services the Institution wishes to receive, this MSA establishes the business relationship between the parties and the allocation of responsibilities regarding those services. The parties agree as follows:

Part One: (Please complete this entire section)

Triton College	
Institution	River Grove, Illinois 60171
2000 Fifth Avenue	City/State/Zip
Street Address	
001773	
OPEID	

Part Two: Selection of Services

The Clearinghouse shall provide the Institution with services (“**Services**”) set out in one or more Statements of Work (collectively the “**SOWs**”, each an “**SOW**”). The initial accepted SOW(s), as determined by Institution’s selection in Part Two shall be attached to this MSA and are hereby incorporated by reference. If the Clearinghouse should contact staff at your institution other than the contract signee to initiate your service, please provide his/her name and contact information in the corresponding SOW’s “Service Implementation Contact” section.

Additional SOWs shall be deemed issued and accepted only if signed by authorized representatives of each of the Clearinghouse and the Institution.

Service	Included in Contract:
Enrollment and Education Financial Industry Reporting	Yes
Course Exchange	No

Transcript Services	No
StudentTracker Colleges and Universities	Yes
Education Verification and Authentication Services	Yes
Student Self-Service	Yes
DegreeVerify for Educational Requestors	Yes
Myhub	No
Postsecondary Data Partnership	No

The parties further agree that any Orders in effect as of the date hereof are hereby deemed amended to conform to the provisions of this MSA, including SOWs. The Clearinghouse may hereafter accept any new Order directly from a Unit. New Orders shall be in the form included in Exhibit A.

Part Three: Declaration of Directory Information

Unless the Student has provided a signed and dated written consent to release his or her Education Record(s), the Clearinghouse will release only information that the Institution has designated Directory Information under FERPA and that the Student has not blocked from release.

Record Element	Indicate Yes or No
Do you or will you designate a student’s address as Directory Information under FERPA?	Yes
Do you or will you designate a student’s enrollment status, including but not limited to such statuses as full-time or half-time, as Directory Information under FERPA?	Yes

Part Four: Definitions

"Aggregated Data" means De-Identified data elements that have been combined in statistical or summary form. Aggregated Data may include data derived from data elements not submitted to the Clearinghouse by Institution.

"Authorized Persons" means either party’s employees, contractors, subcontractors, and auditors who have a need to know or otherwise access Confidential Information to perform its obligations under this MSA, and who are bound in writing by confidentiality and other obligations sufficient to protect Confidential Information in accordance with the terms and conditions of this MSA. Where there is reference to the Authorized Persons of a specific party, the contract is referring to the employees, contractors, subcontractors, and auditors of that party only.

"Confidential Information" means all information disclosed by one party to this MSA (the Disclosing Party) to the other party (the Receiving Party) orally, electronically, visually, or in a tangible form which is either (i) marked as “confidential” (or with a similar legend), (ii) is identified at the time of disclosure as being confidential, or (iii) should be reasonably understood to be confidential or proprietary based on the nature of the information or the manner of its disclosure. Confidential Information includes, but is not limited to: trade secrets, PII (as defined below), Education Records, financial information, possible future products or services that are not yet publicly available.

“De-Identified” means the data elements have undergone a process of removing the linkage between a set of identifying data and the data subject. For any release of De-Identified data derived from Education Records, the releasing party will contractually require the recipient to not attempt re-identification of any of the data elements.

"Directory Information" means the data elements designated by the Institution as Directory Information, except that if the Institution notifies the Clearinghouse that a Student has opted-out of the disclosure of his/her Directory Information, then that Student's Education Record shall not be Directory Information. All Directory Information is an Education Record.

“Education Record” has the meaning given to it by FERPA, which covers records that are: (1) directly related to an enrolled or previously enrolled student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution.

“Education Record File” means an electronic file sent by the Institution to the Clearinghouse containing Education Records relating to all of the Institution's Students. The data elements in an Education Record File shall be reasonably agreed to by the parties and the Institution shall indicate in the electronic file which Students have opted to block the release of their Directory Information.

"FERPA" means the Family Educational Rights and Privacy Act of 1974 (codified at 20 U.S.C. 1232g) and its implementing regulations, as they may be amended from time to time.

“HEA” means the Higher Education Act of 1965 (codified at 20 U.S.C. 1001) and its implementing regulations, as they may be amended from time to time.

“MSA” means this Master Service Agreement and the Statements of Work accompanying all Services that the Institution has elected to receive.

“Non-Directory Information” any PII from an Education Record that is not Directory Information.

"Personally Identifiable Information" or "PII" means any information identified as personally identifiable information under FERPA or applicable state law.

"Personally Identifiable Information" or "PII" means any information identified as personally identifiable information under FERPA or applicable state law.

“School Official” means a contractor, consultant, volunteer, or other party to whom the Institution has outsourced institutional services or functions provided that they are performing an institutional service or function for which the Institution would otherwise use employees and is under the direct control of the Institution with respect to the use and maintenance of Education Records.

“Students” means all enrolled, previously enrolled, and/or graduated students of the Institution.

“Third Party Servicer” means an individual; a state; or a private, profit or non-profit organization that enters into a contract with the Institution to administer, through manual or automated processing, any aspect of the Institution's participation in any Title IV, HEA program.

Part Five: General Terms and Conditions

1. General Purpose. The Clearinghouse provides a nationwide, central data cooperative for Education Records from participating postsecondary institutions and a number of data management services for postsecondary institutions, who engage the Clearinghouse to process and disclose Education Records on their behalf. The Clearinghouse's services are based on a multi-tenanted operating model that applies common, consistent management practices for all postsecondary institutions using the service. The purpose of this MSA is for the Institution to receive certain services from the Clearinghouse, as indicated from the Institution's selection in

Part Two above, which includes providing Education Record Files to the Clearinghouse on a regular basis for processing.

2. School Official. The Clearinghouse acknowledges that it is fully familiar with the obligations of, is subject to, and will fully comply with the privacy regulations set forth in FERPA. The Clearinghouse will not access, disclose or use any student information or Education Records except to the extent such access, disclosure or use is in full accordance with FERPA, and is explicitly permitted under this Agreement. The Clearinghouse will maintain the security of student information and Education Records at all times and will promptly notify the Participating Institution/System in the event of any disclosure that is inconsistent with the terms of this Agreement. The Parties understand and agree that the Clearinghouse serves as a “school official” or “college official” of the Institution for the purpose of receiving personally identifiable student information under FERPA in accordance with 34 CFR 99.31(a)(1)(ii) and is responsible for the proper handling of student information and Education Records in accordance with the terms of this MSA, FERPA, and the HEA.

The Institution shall ensure the Clearinghouse’s performance of the Services selected from Part Two meet the criteria of School Official set forth in the Institution’s annual notification of FERPA rights, unless another valid FERPA exception applies that permits the disclosure of Education Records by the Institution to the Clearinghouse. In its appointment as a School Official, the Clearinghouse shall be under the direct control of the Institution with respect to its use and maintenance of Education Records provided by the Institution.

Notwithstanding any other provisions of this MSA, the Clearinghouse agrees it shall, to the extent required by applicable law or regulation, be jointly and severally liable with the Institution to the Secretary of Education for any violation by the Clearinghouse of any statutory provision of or applicable to Title IV of the HEA, and any regulatory provision prescribed thereunder that specifically affects the responsibilities the Clearinghouse is performing as a Third Party Servicer for the Institution, and for any violation by the Clearinghouse of any applicable special arrangement, agreement, or limitation entered into by the Clearinghouse directly relating to such responsibilities.

The Clearinghouse represents and warrants that it is able to enter into this MSA and not restricted from providing Third Party Servicer services under the HEA [34 CFR Section 668.25(d)] because of limitations, suspension, termination, excessive audit findings or similar violations as determined by the Department of Education.

The Clearinghouse agrees to comply with all statutory provisions of or applicable to Title IV of the HEA, all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including the requirement to use any funds the Clearinghouse administers under any Title IV, HEA program and any interest or other earnings thereon solely for the purposes specified in and in accordance with that program.

To the extent required by applicable law or regulation, the Clearinghouse shall refer to the

Office of Inspector General of the U.S. Department of Education for investigation any information indicating there is reasonable cause to believe that (i) the Institution might have engaged in fraud or other criminal misconduct in connection with its administration of any Title IV, HEA program or (ii) an applicant for Title IV, HEA program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application.

3. Data Ownership. The Parties agree that, as between them, all rights, including all intellectual property rights in and to Education Records transmitted under this MSA, shall remain the exclusive property of the Institution. The Clearinghouse may develop, retain, or release aggregate or De-Identified information that does not contain Social Security numbers or other Personally Identifiable Information which is in part comprised of information received from the Institution under this MSA ("Reports"), subject to the ownership rights of Institution as set forth herein. The Clearinghouse owns all Reports generated under this MSA but its use of such Reports is limited as described in this MSA.
4. Permissible Data Use. Unless authorized under this MSA or a subsequent amendment of the MSA signed by the parties or by a signed and dated written consent of the Student, the Clearinghouse shall not access, process, or disclose Education Records or Personally Identifiable Information received under this MSA for any purpose. The Clearinghouse shall restrict access to Education Records and Personally Identifiable Information by its employees to those individuals who need to access the Education Records to facilitate performance by the Clearinghouse under the MSA and who are subject to a reasonable written non-disclosure agreement with the Clearinghouse protecting the Education Records and Personally Identifiable Information, with confidentiality terms reasonably consistent with, and no less restrictive than, those found in this MSA.

The Clearinghouse may disclose Education Records received under this MSA as authorized by the Institution, provided that the Clearinghouse will release only Directory Information unless the Student has provided consent or the release is otherwise permissible under FERPA. The Clearinghouse may disclose Education Records received under this MSA if the Student whose Education Records are being disclosed has provided written consent for the disclosure.

The Clearinghouse may use De-Identified data for purposes of research, the improvement of its products and services, and/or the development of new products and services that serve the learner, workforce and education communities in support of the Clearinghouse's mission. The Clearinghouse will take reasonable steps to ensure that all third-party recipients of De-Identified data will not re-identify or attempt to re-identify such De-Identified data.

5. Retention and Deletion of Education Records. If the Clearinghouse terminates the MSA, goes out of business, files a petition under the Bankruptcy Code, or stops providing services for the administration of a Title IV HEA program, it shall return to the Institution all Education Records in its possession pertaining to its role as a Third Party Servicer for Institution and it shall return to the Institution any funds, including Title IV, HEA program funds, received from or on behalf of the Institution or Students, for the purposes of performing Third Party Servicer responsibilities which are no longer provided.

For any Confidential Information provided by Institution that is not an Education Record

provided to the Clearinghouse in its role as a Third Party Servicer, at any time upon the written request of the Institution or at the termination of this MSA, the Clearinghouse shall at its option promptly (i) return such Confidential Information to the Institution, or (ii) destroy or permanently erase (on all forms of physical and electronic media) such Confidential Information and certify such destruction or erasure to the Institution. Notwithstanding the previous sentence, the Clearinghouse may retain copies of all Confidential Information, including Education Records, to the extent such copies are electronically stored pursuant to the Clearinghouse's ordinary back-up procedures (including, without limitation, those regarding electronic communications), or otherwise as may be required by applicable law, so long as Confidential Information is kept confidential as required under this MSA and is used for no other purpose, and the Clearinghouse destroys or permanently erases all such copies pursuant to its ordinary back-up procedures or otherwise when it no longer is prohibited by law from destroying such copies.

6. Purchase Orders. During the term of this Agreement, the Parties may execute certain documents either augmenting or more fully describing the Service(s) provided by the Clearinghouse to the Institution ("Purchase Order(s)"). In the event of a conflict between the terms of this Agreement and a Purchase Order, the terms of this Agreement will govern except where the terms of a Purchase Order specifically state otherwise.
7. Shared Obligations . Both the Clearinghouse and the Institution will:
 - a. to the extent applicable, comply with the terms and conditions set forth in this MSA and with all applicable laws and regulations, including the HEA, FERPA, Gramm-Leach-Bliley Act, Fair Credit Reporting Act (15 U.S.C. §§ 1681 *et seq.*), and any applicable state, federal, or international laws concerning the privacy and security of the Confidential Information to be shared hereunder.
 - b. except as authorized under this MSA or to the extent required by applicable law, not use Confidential Information of the other party for any purpose.
 - c. except as authorized under this MSA or to the extent required by applicable law, not disclose Confidential Information of the other party to anyone other than Authorized Persons with a need-to-know to enable parties to perform their obligations under this MSA.
 - d. require any of its Authorized Persons who have access to Confidential Information to agree to the same restrictions, conditions, and requirements at least as restrictive as those that apply to the parties under this MSA.
 - e. be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Confidential Information from the other party under its control or in its possession (including by its Authorized Persons).
 - f. use only secure methods, according to accepted industry standards, when transferring or otherwise making available Confidential Information to the other party, or when storing Confidential Information received from the other party.
8. Institution Obligations. The Institution will:

- a. maintain reasonably appropriate security policies and procedures designed to prevent unauthorized access to the password protected areas of the Clearinghouse's websites or systems, to the extent that such access is provided as part of the services to the Institution under this MSA, and to prevent its Authorized Persons from sharing their usernames and passwords that have been granted by the Clearinghouse with any other individuals or entities. If an individual is no longer an Authorized Person of the Institution and that individual had been granted a username and password to a Clearinghouse website or system, the Institution agrees to promptly take necessary steps, as instructed by the Clearinghouse, to remove that individual's access to the Clearinghouse website or system.
- b. designate appropriate access types for its Authorized Persons to ensure that they use access granted to the Clearinghouse's websites and systems provided as part of the services to the Institution under this MSA only for purposes related to their job function for the Institution.
- c. acknowledge in all internal and external reports, presentations, publications, press releases, and/or research announcements authorized under this MSA that utilize data received from the Clearinghouse that the source of the data is the Clearinghouse.
- d. promptly notify the Clearinghouse in writing if, at any point during the Term, the Institution changes the categories of information it designates as Directory Information such that Part Three of this MSA is rendered inaccurate. The Institution understands that by changing its designation of Directory Information it may become ineligible for certain Services, which the Clearinghouse will indefinitely suspend until the Institution is eligible again.
- e. make all reasonable efforts to ensure that the Education Records it transmits to the Clearinghouse are accurate and complete and if the Institution learns of any inaccuracy or omission in the Education Records in the Clearinghouse's possession it shall promptly notify the Clearinghouse of such inaccurate or omitted Education Record(s) and provide a correction to such Education Record(s). This includes promptly notifying the Clearinghouse of which Students have chosen to block the release of Directory Information under FERPA.
- f. not provide the Clearinghouse with any information regarding a Student that the Institution knows or has reasonable cause to believe may be inaccurate. If the completeness or accuracy of any information furnished by the Institution to the Clearinghouse is disputed to the Institution by the Student to whom it pertains, the Institution shall not subsequently provide the disputed information to the Clearinghouse without notice that such information is disputed by the Student.
- g. upon receiving notice that a Student has disputed to the Clearinghouse the accuracy of any information the Institution provided: (i) investigate the dispute and review all relevant information provided by the Clearinghouse to the Institution about the dispute; (ii) report its findings regarding the disputed information to the Clearinghouse; (iii) provide corrected information to the Clearinghouse if the investigation shows the information is incomplete or inaccurate; and (iv) correct any inaccurate information and not subsequently provide the inaccurate information to the Clearinghouse. The Institution shall complete these steps within 20 days of the date the Clearinghouse

provides the Institution with notice of the Student's dispute. However, if during this period, the Clearinghouse provides the Institution with additional relevant information regarding the dispute that the Student subsequently provided, the Institution shall have an additional 10 days to complete its investigation and take any necessary action with respect to the disputed information.

- h. to the extent fees for any services are due from the Institution to the Clearinghouse, be liable for any sales, use or similar taxes (if any) on such fees but not for any taxes relating to the income of the Clearinghouse.
- i. comply with all local, state, federal, and foreign legal requirements regarding the privacy of a Student's Education Record, including but not limited to any requirements that legally obligate Institution to provide a Student (or the Student's parents or guardian): (i) notice of the data (or categories of data) Institution collects on the Student; (ii) notice of how the Institution uses the Student's data (or categories of data); (iii) notice of the parties (or categories of parties) to which the Institution transmits, discloses, or otherwise provides access to the Student's data; (iv) the opportunity to opt out of one or more uses of the Student's data; or (v) the opportunity to opt in to one or more uses of the Student's data.
- j. keep a written record of the notices, opt out opportunities, and opt in opportunities provided to Students referenced in subsection (i), and allow the Clearinghouse to conduct periodic audits of such records.
- k. for each submission of Education Records the Institution makes to the Clearinghouse under this Agreement, certifies that it has provided the notices, opt out opportunities, and opt in opportunities required under subsection (i) to each Student whose data is included in the submission.
- l. indemnify, defend and hold harmless the Clearinghouse for any fines, damages, settlement costs, or other costs or expenses of any kind (including reasonable attorney's fees) incurred by the Clearinghouse as a result of Institution's breach of its obligations under subsections 8(i), 8(j) and 8(k) above.

9. Information Security.

- a. The Clearinghouse will comply with applicable laws and regulations, including FERPA, the HEA, Gramm-Leach Bliley and any applicable state, federal, or international laws concerning the privacy and security of the information to be shared hereunder, in its creation, collection, receipt, access, use, storage, disposal, disclosure, and processing of PII or personal data as may be defined under applicable laws, rules, or regulations;
- b. The Clearinghouse will employ reasonable security measures to protect Confidential Information in accordance with accepted industry standards including the National Institution of Standards Technology (NIST) Cybersecurity Framework;
- c. The Clearinghouse will produce, upon the Institution's request, a Higher Education Cloud Vendor Assessment Tool (HECVAT) document for the product(s) or service(s) that the Institution receives from the Clearinghouse;
- d. The Clearinghouse shall back up all Education Records submissions from the Institution daily at an offsite facility subject to the Clearinghouse's disaster recovery plan;

- e. The Clearinghouse represents and warrants websites used to access Education Records will use secured transmissions, with login and secure password required for all Authorized Persons designated by the Institution. Each Authorized Person will be provided access to the Education Records as required to provide services under this Agreement;
 - f. The Clearinghouse shall maintain procedures and safeguards to limit physical access to Confidential Information and the facility or facilities in which they are housed while ensuring that only properly authorized access is allowed, including physical barriers that require keyed-entry or electronic control validation (e.g., card access systems) or validation by human security personnel; and
 - g. The Clearinghouse shall maintain appropriate technical safeguards to ensure PII transmitted over an electronic communications network is not accessed by unauthorized persons or groups. Encryption of Education Record elements will occur prior to when Education Records are uploaded to the Clearinghouse and shall be used when Education Records are in transit or at rest. Unencrypted Education Records shall not be transmitted over public networks to third parties;
 - h. The Clearinghouse shall maintain on-going security awareness through training or other means that provides its employees with updates to security procedures and policies (including guarding against, detecting, and reporting malicious software or activities);
 - i. If, in the course of its performance under this MSA, the Clearinghouse has access to or will collect, access, use, store, process, dispose of, or disclose credit, debit, or other payment cardholder information on the Institution's behalf, the Clearinghouse will comply with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, as applicable.
10. Security Breach Procedures. In the event either party determines that there has been an unauthorized or improper disclosure of the information exchanged under this MSA, such party must promptly notify the other party, unless legally prohibited from doing so or specifically directed by law enforcement not to do so, within seventy two hours (or any shorter period as may be required by Law) after such party becomes aware of it. Such notification will include the nature of the incident, the other party's information that was compromised, and the action taken or to be taken. Additionally, each party will reasonably assist the other party in remediating and mitigating any potential damage. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by its acts or omissions.

If the Institution learns or has reason to believe that unauthorized access to a password protected area of the Clearinghouse website has occurred or is about to occur, the Institution shall notify the Clearinghouse promptly, and without unreasonable delay, and the Clearinghouse may suspend Institution's access until the threat has been contained.

11. Clearinghouse Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or improper disclosure of PII is caused by the Clearinghouse's breach of its security and/or privacy obligations under this MSA, the Clearinghouse shall be responsible for the performance and costs of: (a) a forensic investigation to determine the cause of the breach,

if reasonably necessary, after which it shall provide the Institution with a description of the breach, what information was affected, and what steps have been taken to mitigate the effects of the breach; (b) providing notification of the security breach as required by applicable law, including any required notification to government and relevant industry self-regulatory agencies; (c) providing credit file or identity monitoring (as required by state law according to the PII that was accessed or disclosed); and (d) operating an identity theft call center to respond to questions from Students whose PII may have been accessed or disclosed for a period of one year after the date on which such Students were notified of the unauthorized access or disclosure. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE MSA TO THE CONTRARY, THE CLEARINGHOUSE SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO THE RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY THE INSTITUTION OR ITS EMPLOYEES, AGENTS OR CONTRACTORS.

12. Access to and Modification of Education Records by Students. The Institution is required under the terms of FERPA to allow parents or eligible students to inspect and review student educational records [20 U.S.C. §1232g(a)(1)(A); 34 C.F.R. §99.10]. During the term of this MSA, Students may request from the Clearinghouse, and the Institution authorizes the Clearinghouse to provide, access to any Education Records pertaining solely to the Student making the request. The Clearinghouse will direct all parents that contact it to the Institution to resolve any requests, complaints, or other matters.
13. Records of Disclosure. The Clearinghouse shall maintain and make available to the Institution the information required to provide an accounting of disclosures to third parties of Education Records as necessary to satisfy the Institution's obligations under 34 CFR §99.32. In accordance with section above, the Clearinghouse may provide access to such accounting of disclosures to Students on the Institution's behalf.
14. Compelled Disclosures. A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.
15. Indemnification.
 - a. **The Clearinghouse's Indemnification.** The Clearinghouse shall indemnify, defend, and hold harmless the Institution from and against any and all losses, liabilities, expenses, damages, or injuries (including, without limitation, all costs and reasonable attorneys' fees) that the Institution may sustain arising out of or related to any third-party claim alleging: (1) a breach of this MSA or accompanying SOWs by the Clearinghouse or its Authorized Persons, (2) the Clearinghouse's failure to notify any and all parties required to receive notification of any unauthorized access to or improper disclosure of PII pursuant to Section 11, (3) any negligent or more culpable act or omission of the Clearinghouse or its Authorized Persons (including any reckless or willful misconduct) in connection with the performance of its obligations under this MSA or accompanying SOWs, or (4) any failure by the Clearinghouse or its Authorized Persons to comply with any federal, state, or local laws, regulations, or codes applicable directly to it in the

performance of its obligations under this MSA or accompanying SOWs, including, without limitation, any liability to the Secretary of Education for any violation by the Clearinghouse of any statutory provision of or applicable to Title IV of the HEA, and any regulatory provision prescribed thereunder that specifically affects the responsibilities the Clearinghouse is performing as a Third Party Servicer for the Institution, and for any violation by the Clearinghouse of any applicable special arrangement, agreement, or limitation entered into by the Clearinghouse directly relating to such responsibilities.

- b. **The Institution's Indemnification.** The Institution shall indemnify, defend, and hold harmless the Clearinghouse from and against any and all losses, liabilities, expenses, damages, or injuries (including, without limitation, all costs and reasonable attorneys' fees) that the Clearinghouse may sustain arising out of or related to any third-party claim alleging: (1) a breach of this MSA or accompanying SOWs by the Institution or its Authorized Persons, (2) the Clearinghouse's use of incorrect or incomplete information received from the Institution, (3) the Institution's failure to notify the Clearinghouse of any suspected or actual unauthorized access to a password protected area of the Clearinghouse website, (4) any negligent or more culpable act or omission of the Institution or its Authorized Persons (including any reckless or willful misconduct) in connection with the performance of its obligations under this MSA or accompanying SOWs, or (5) any failure by the Institution or its Authorized Persons to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this MSA or accompanying SOWs.

16. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR INSTITUTION'S MISUSE OF THE SERVICES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, STUDENT DATA OR BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, DATA, STUDENT DATA OR ANY OTHER OUTPUT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE PARTIES ACKNOWLEDGE THAT THE CLEARINGHOUSE HAS PROVIDED THE SERVICES AND EACH OF THE PARTIES HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND IN CONTEMPLATION OF CARRYING OUT THE PURPOSE OF THIS AGREEMENT BETWEEN THE PARTIES.

17. Term and Termination.

- a. **Term.** Unless previously terminated for cause as provided below, this MSA is effective as of the Effective Date and remains in full force and effect until all SOWs have been terminated or are no longer effective. Each SOW may be terminated in accordance with the terms provided therein. The termination of any one SOW will not affect any other SOW.

- b. Termination with Cause. This MSA may be terminated by either party upon 30 days' written notice to the other party if the other party materially breaches any provision of this MSA and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within 30 days after the breaching party's receipt of written notice of such breach.
- c. Transition. Upon termination or expiration of this MSA or any Service, both parties will reasonably cooperate in the orderly wind-down of Service(s) being terminated or transitioned.

18. Miscellaneous.

- a. **Amendments and modifications.** This MSA may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- b. **Assignability and Subcontracts.** Neither party may assign or otherwise transfer or delegate all, or substantially all, of its rights or duties in this MSA without the other party's prior written consent. Any purported assignment or delegation in violation of this subsection shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder. Either party may enter into subcontracts provided that, prior to the commencement of any work by any subcontractor, the subcontracting party enters into a written agreement with such subcontractor that binds the subcontractor to terms that are at least as protective of the rights and information of the other party under this MSA, and the subcontracting party uses commercially reasonable efforts to subcontract only with persons or companies that have the requisite skills to perform any subcontracted obligations in accordance with the terms of this MSA.
- c. **Authority to Sign.** Each party represents that the individual signing this MSA on its behalf has the authority to do so and to so legally bind the party. The parties represent that the execution, delivery and performance of this MSA has been fully and validly authorized.
- d. **Captions and Interpretation.** Paragraph headings in this MSA are used solely for convenience, and shall be wholly disregarded in the construction of this MSA. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they pertain.
- e. **Entire Agreement.** This MSA and all related exhibits and SOWs, constitutes the sole and entire agreement of the parties to this MSA with respect to the subject matter contained herein and therein, and supersedes all prior contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this MSA and the related exhibits and SOWs (other than an exception expressly set forth as such in the SOWs), statements in the body of this MSA shall control.
- f. **Force majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this MSA, for any failure or delay in fulfilling or performing any term of this MSA, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including,

without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this MSA; (f) action by any governmental authority; (g) national or regional emergency; and (i) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice within 30 days of the Force Majeure Event to the other party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

- g. **This section intentionally omitted.**
- h. **Notices.** Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this MSA and accompanying SOWs (each, a "Notice") in writing and addressed to the other party at its address set out below (or to any other address that the receiving party may designate from time to time in accordance with this section). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this MSA, a Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.
- i. **Severability.** If any term or provision of this MSA is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this MSA or invalidate or render unenforceable such term or provision in any other jurisdiction.
- j. **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this MSA shall operate or be construed as a waiver thereof. Nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- k. **Waiver of Jury Trial.** Each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this MSA, including any exhibits, SOWs, and appendices attached to this MSA, or the transactions contemplated hereby.

If to the 2300 Dulles Station Blvd.
Clearinghouse: Suite 220
 Herndon, VA 20171
 Contracts@studentclearinghouse.org

Attn: Chief Legal Officer

If to the
Institution:

Please enter notice contact name here
sample@email.com

IN WITNESS WHEREOF, the parties hereto have executed this MSA as of the Effective Date.

Triton College

By:

Name: Mark R. Stephens

Title: Board Chairman

Date:

NATIONAL STUDENT CLEARINGHOUSE

By:

Name:

Title:

Date:

Exhibit A

NATIONAL STUDENT CLEARINGHOUSE
MASTER SERVICES AGREEMENT
FORM FOR ORDERS FROM INDIVIDUAL UNITS

_____ hereinafter "Unit"

Pursuant to the terms of the Master Services Agreement between National Student Clearinghouse and _____ ("Institution"), dated as of the Effective Date, the undersigned Unit of Institution hereby orders the services checked off below and described in the attached exhibits:

Enrollment and Education Financial Industry Reporting: _____

Education Verification and Authentication Services: _____

Student Self-Service : _____

DegreeVerify for Educational Requestors: _____

Course Exchange

Reverse Transfer: _____

Industry Credentials: _____

StudentTracker for Colleges and Universities

Standard Initial: _____

Premium Initial: _____

Transcript Services: _____

Please Initial Additional Service Options Elected (see Fee Schedule for current pricing):

Offer electronic delivery of PDF Documents: _____

Offer Paperless Consent Option: _____

Offer digital Signature (Blue Ribbon): _____

Offer rights managed PDF document: _____

Offer Electronic Transcript Exchange: _____

Offer SecurePrint: _____

Black and white print: _____

Color print: _____

Institution to pay shipping & handling fee: _____

Offer express delivery options: _____

Institution to pay express delivery fee: _____

Please Initial Payment Option Elected:

Transcript Requestor to pay transcript service fee: _____

Unit to pay transcript service fee: _____

Myhub: _____

Postsecondary Data Partnership: _____

** If your institution submits data through a state system or other entity, but does not receive/access Postsecondary Data Partnership data, your institution does not need to select this option.*

NATIONAL STUDENT CLEARINGHOUSE

Signature

Ricardo D. Torres

Print Name

President

Title

Date

www.studentclearinghouse.org

Institution

Triton College

OPEID

Signature

Date

Mark R. Stephens

Print Name

Board Chairman

Title (Legal Notices will be sent to this Individual)

2000 5th Ave

Street Address

River Grove, IL 60171

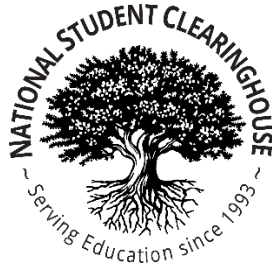
City/State/Zip

Telephone

Email

Exhibit B

Please list all institution and branch names and OPEIDs who may sign up for services under the negotiated terms of this MSA.



Enrollment and Education Financial Industry Reporting SOW

This Statement of Work ("SOW"), is effective as of the date it is signed by both parties and adopts and incorporates by reference the terms and conditions of the Master Service Agreement ("MSA"), between the National Student Clearinghouse (the "Clearinghouse") and Triton College, (the "Institution"), as it may be amended from time to time. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the MSA. Capitalized terms used but not defined in this Statement of Work shall have the meanings set out in the MSA.

1. Defined Terms. For purposes of this SOW, the following terms shall have the following meanings:
"Lenders" means lenders, income-share agreement providers/servicers, loan servicers, guaranty agencies, the U.S. Department of Education and other similar third parties to whom the Clearinghouse reports enrollment status of the Institution's Students.
"Enrollment Files" means an electronic listing created by the Institution containing the then-current enrollment status of all of its Students, which may be updated as additional information on enrollment status is provided by Institution.
2. The Institution shall provide to the Clearinghouse updated Enrollment Files on a mutually agreeable schedule, but no less frequently than as required to ensure regulatory requirements. The Enrollment Files shall contain the data elements and be in a format as directed by the Clearinghouse.
3. Lenders will provide to the Clearinghouse listings of their borrowers, income share recipients, and other financial aid recipients on the Institution's behalf, the Clearinghouse will compare these lists to the latest Enrollment File information and provide the Lenders with updated information on the status of those Students in the Lenders' listings. The timing and content of the Clearinghouse's disclosures to Lenders shall conform to the applicable Federal and guaranty agency regulations, if applicable.
4. The Institution will refer to the Clearinghouse all requests it receives from Lenders for certification of a borrower's enrollment status relating to periods of enrollment during the Institution's participation in this SOW. The Clearinghouse shall use its best efforts to respond to requests within fourteen (14) calendar days of receipt of the request, or twenty-one (21) days if the request is not in an automated format.
5. The Clearinghouse shall make available on its secure website any NSLDS Error Reports regarding the Institution. The Institution will be able to review the NSLDS Error Reports and provide any additional information being required.

6. Unless previously terminated according to the MSA, this SOW is effective as of the date it is signed by both parties and remains in full force and effect until terminated pursuant to this Section. Either party may terminate this SOW at any time by providing 60 days' prior written notice of termination to the other party. Termination of this SOW may necessarily terminate other SOWs under the MSA if the other SOWs rely upon the accuracy of data received by the Clearinghouse pursuant to this Service.

NATIONAL STUDENT CLEARINGHOUSE

Triton College

By:

By:

Name: Ricardo D. Torres

Name: Mark R. Stephens

Title: President & CEO

Title: Board Chairman

Date:

Date:

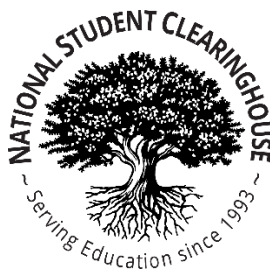
Your Service Implementation Contact

If we should contact someone else at your institution other than the contract signee to initiate your service, please provide his/her name and contact information below.

Patricia Zinga	Associate Dean, Enrollment Services
Name	Title
708.456.0300 ext. 3738	patzinga@triton.edu
Telephone	Email

Your desired implementation date:

By initialing here you are committing to notify the Implementation Contact within 3 business days of submitting this SOW to the Clearinghouse that they will be the Clearinghouse's point of contact during the implementation process.



Education Verification and Authentication Services SOW

This Statement of Work ("SOW") is effective as of the date it is signed by both parties and adopts and incorporates by reference the terms and conditions of the Master Service Agreement ("MSA"), between the National Student Clearinghouse, (the "Clearinghouse") and Triton College, (the "Institution"), as it may be amended from time to time. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the MSA. Capitalized terms used but not defined in this Statement of Work shall have the meanings set out in the MSA.

1. Defined Terms. For purposes of this SOW, the following terms shall have the following meanings:
"Authorized Requestor" means a third party, and entities acting on behalf of such third parties, that (1) has received an express or implied representation from an individual claiming to have a certain Education Status concerning the Institution or (2) is seeking only Directory Information regarding a Student.
"Education Status" means a certain characteristic attributable to a Student according to the Education Record Files submitted to the Clearinghouse by the Institution.
"Surcharge" means an additional fee or payment charged to the Authorized Requestor by the Clearinghouse.
2. The Institution hereby instructs the Clearinghouse to use the Education Records provided by the Institution in its Education Record File(s) to respond to requests submitted by Authorized Requestors on the Institution's behalf. The Clearinghouse will only respond to requests from Authorized Requestors that have, or are acting on behalf of a third party that has, a direct relationship with the student, including Authorized Requestors from whom the student is receiving or has applied to receive products or services.
3. The Clearinghouse will only disclose Education Records in compliance with the requirements of applicable federal, state, and international law, including but not limited to FERPA, and will obtain, or require the Authorized Requestor under a written contract to obtain a signed and dated written consent of the Student if necessary under applicable law. The Clearinghouse will only return Directory Information in response to a request submitted by the Authorized Requestor unless the Authorized Requestor has obtained the signed and dated written consent of the Student, pursuant to FERPA or other applicable data privacy laws, rules, or regulations; allowing the Clearinghouse to match using Social Security number or to provide Non-Directory Information. Authorized Requestors must agree in writing to not use any portion of an Education Record received from the Clearinghouse in a manner that will restrict any Student's access to any product, service, or employment that the Student would otherwise be eligible for.
4. During the term of this SOW, the Institution will refer all Authorized Requestors to the Clearinghouse for the Clearinghouse to respond to on behalf of the Institution.

5. The Institution may elect to impose a Surcharge, pursuant to the terms of the “Verification Surcharge” form, on certain services performed by the Clearinghouse on behalf of the Institution under this SOW that the Clearinghouse has deemed eligible for surcharges..
6. Unless previously terminated according to the MSA, this SOW is effective as of the date it is signed by both parties and remains in full force and effect until terminated pursuant to this Section. Either party may terminate this SOW at any time by providing 60 days’ prior written notice of termination to the other party. Termination of this SOW may necessarily terminate other SOWs under the MSA if the other SOWs rely upon the accuracy of data received by the Clearinghouse pursuant to this Service.

[continued on next page]

NATIONAL STUDENT CLEARINGHOUSE

Triton College

By:

By:

Name: Ricardo Torres

Name: Mark. R. Stephens

Title: President & CEO

Title: Board Chairman

Date:

Date:

Your Service Implementation Contact

If we should contact someone else at your institution other than the contract signee to initiate your service, please provide his/her name and contact information below.

Patricia Zinga	Associate Dean, Enrollment Services
Name (please type)	Title
708.456.0300 ext. 3738	patzinga@triton.edu
Telephone	Email

Your desired implementation date:

By initialing this box, you are committing to notify the Implementation Contact within 3 business days of submitting this SOW to the Clearinghouse that they will be the Clearinghouse's point of contact during the implementation process.

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

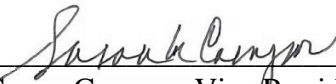
Meeting of May 18, 2021

ACTION EXHIBIT NO. 16595

SUBJECT: ANNUAL CONTRACT SUBSCRIPTION WITH PERSISTENCE PLUS

RECOMMENDATION: That the Board of Trustees approve the Agreement with Persistence Plus to continue the “behavioral nudge”, also known as the TRUDY program to increase retention, persistence, and thereby enrollment, to be effective between June 1, 2021 and June 30, 2022 for the annual amount of \$49,500.

RATIONALE: Since Fall 2019, in partnering with Persistence Plus, the college has implemented the TRUDY program (behavioral nudge) for more than 10,000 students. A randomized controlled study was conducted to assess its effectiveness in regard to increased enrollments. Analyses indicate positive results and retention for the students receiving the nudges. The continuation of this innovative retention program will lead to higher enrollments and revenues for the college.

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

Board Officers' Signatures Required:

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

Related forms requiring Board signature: Yes No

EXHIBIT B
SOW No. 2

This Statement of Work, effective as of June 1, 2021 (the “**SOW Effective Date**”), by and between Persistence Plus, LLC, a Delaware limited liability company with an address at P.O. Box 425454, Cambridge, MA 02142 (“**Persistence Plus**”), and Community College District 504, an Illinois Community College, commonly known as Triton College with an address at 2000 Fifth Ave, River Grove, IL 60171 (“**College**”) is issued pursuant to and is subject to the Master Services Agreement, effective as of March 27, 2019, by and between Persistence Plus and College (the “**Agreement**”). Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. In the event of any conflict between this SOW and the Agreement, this SOW shall prevail. All terms not addressed by this SOW shall be exclusively governed by the Agreement.

1. SOW Term:

This SOW shall remain in effect from the SOW Effective Date until June 30, 2022. Thereafter, this SOW will automatically renew through the end of each subsequent academic year, unless either party provides the other party with written notice of its intent not to renew this SOW at least sixty (60) days prior to the end of the then-current academic year.

2. Services:

Persistence Plus will deliver interactive and personalized mobile nudges to up to 5,000 undergraduate students. In addition, Persistence Plus will support new applicants to Triton College for the Fall 2021 and Spring 2022 terms at no additional cost. For purposes of the foregoing, a mobile nudge means a message sent by SMS that is designed to foster positive behaviors and mindsets for student success and completion. Nudges will leverage the latest behavioral and educational research and align with College’s other student success strategies and initiatives.

- Persistence Plus will continue serving students currently on the Persistence Plus platform in Summer 2021 to engage and support students and propel persistence to Fall 2021
- Persistence Plus will serve a cohort of up to 5,000 students, chosen in collaboration with College, throughout the 2021-22 academic year with nudges for retention and completion.
- Persistence Plus will provide Applicant Nudging (gratis) during the Fall 2021 and Spring 2022 terms to support College’s enrollment goals
- Persistence Plus will collaborate with College to measure the impact of nudges on student success.

Persistence Plus will be able to directly enroll students in the Service through receipt of student cell phone numbers from College (as described below). College will notify students in advance of the start of nudging support. Students will have the ability to opt out of receiving further text messages from Persistence Plus at any time. Students who opt out will not be included in the determination of number of students served. Persistence Plus may refine the Services based on feedback from College and participating students as well as outcome data. Feedback may be gathered through interviews, focus groups, and/or surveys.

3. Triton College Commitments:

For effective implementation of the Persistence Plus engagement, College commits to the following:

- To make the following project champion available as the primary contact between Persistence Plus and College: Kevin Li;
- To promote the Services to students, notify students of automatic enrollment on the Persistence Plus platform and establish an emergency referral contact;
- To provide Persistence Plus with contact information (cell phone numbers), demographic data (e.g., sex, race, first-time college goer, current GPA, etc.) and certain other data reasonably requested by Persistence Plus from time to time (e.g., student GPA and persistence data) for participating students (collectively, “**Student Records**”);
- To provide Persistence Plus with the opportunity to invite participating students to partake in interviews during and after the Term, in order for Persistence Plus to better understand the experience and impact of the Persistence Plus platform from the student perspective; and
- To collaborate with Persistence Plus, as appropriate, on case studies and other publications about the Persistence Plus model

4. Fees and Payment Terms:

The total Fees under this SOW for Persistence Plus's performance of Services is \$49,500, due thirty (30) days following the full execution of this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives, in their official capacities only, as of the SOW Effective Date.

Persistence Plus, LLC

Triton College

By: _____ By: _____

Name: _____ Name: Mark R. Stephens

Title: _____ Title: Board Chairman

Nudging to College Completion at Triton College

January 2021

PERSISTENCE
+PLUS

OVERVIEW

Over the last two years, Persistence Plus has been honored to partner with Triton College to serve over 10,000 Triton students and applicants with behavioral nudges for college completion. Using behavioral science, data analytics and an intelligent software system, Persistence Plus designs and delivers nudges that foster the behaviors and mindsets for college success. These nudges empower students to deal with academic and external setbacks, organize their time and responsibilities, leverage their peers and campus resources for help, make progress toward short- and long-term goals, and strengthen their identity as a college student. The P+ team of behavioral researchers and social psychologists customizes interventions for specific campuses and student populations. Multiple external evaluations show the Persistence Plus approach increases college completion.

A few ways we are making an impact at Triton:

- **Retention:** A nearly 5% increase in persistence to spring 2020 for first-generation and adult students receiving nudges in fall 2019
- **Enrollment:** Contributed to fall enrollment gains by nudging 3,000+ applicants and collaborating with enrollment management on targeting support
- **Equity:** Early outcomes suggest nudging disproportionately benefits Triton first-gen students
- **Implementation:** In response to COVID-19, P+ immediately scaled support to nearly 5,000 students, aligning with key Triton messaging and surfacing quick insights about student need
- **Engagement:** 90% of students remain subscribed to the platform, and students overwhelmingly recommend the support

PROPOSED WORK

Persistence Plus will design and deliver personalized nudges via text message to Triton College students to help them navigate to graduation amid the varied and challenging challenges the pandemic presents. Messages will emphasize success in virtual learning, academic goal attainment, mental health and wellness, social belonging in college, and use of key student services and opportunities. For 2021-22, we would like to continue building on the successes of our enrollment management pilot in 2020, nudging applicants at scale to help them enroll at Triton at no additional cost.

Triton College-Persistence Plus

- Targeted Persistence Nudging**
 Personalized nudges to a group of up to 5,000 Triton College students during Academic Year 2021-2022. In collaboration with Triton leadership, Persistence Plus will design an intervention that fits the needs of target populations and builds on our ongoing success supporting students at Triton College.
- Summer Enrollment Nudging**
 Continued personalized support for Triton College students on the Persistence Plus platform focused on increasing reenrollment between Summer 2021 and Fall 2021.
- Applicant Nudging (Gratis)**
 Nudging support for new applicants during the fall and spring terms to support Triton College's enrollment goals.
- Nudge and Outcome Analytics**
 Dedicated analyst time at the end of each term to understand outcomes. Outcome analyses will vary and could include: analysis of student persistence in relation to use of P+ platform and analysis of specific subpopulations and related nudge engagement.

COST

\$49,500

STUDENT FEEDBACK

"Usually when I'm really stressed out, I give up sometimes and the texts remind me why I'm here."

"It gave me motivation when I wanted to quit."

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 18, 2021


ACTION EXHIBIT NO. 16596

SUBJECT: INTERGOVERNMENTAL EXTENSION SITE AGREEMENT WITH OAK PARK RIVER FOREST HIGH SCHOOL

RECOMMENDATION: That the Board of Trustees approve the Intergovernmental Agreement between Triton College and Oak Park River Forest High School. This Agreement will be effective August 1, 2021 through June 30, 2023. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party. Classes in session at the time of termination will be allowed to complete their current term. The cost associated with offering courses at this extension site is expected to be less than \$10,000 per year (site director, rent, personnel background checks), which is unchanged from the previous Agreement.

RATIONALE: This Intergovernmental Agreement will allow Triton the use of OPRF's facilities for off campus programming and enhance the institution's relationship with the school. This is the College's standard form of Agreement.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COMMUNITY COLLEGE DISTRICT 504
AND
SCHOOL COLLEGE PARTNERSHIP MEMBERS**

Pursuant to the Illinois Intergovernmental Cooperation Act as outlined in 5 ILCS 220/3, this **AGREEMENT** (hereinafter “Agreement”) is made and entered into this 22 day of April, 2021, by and between COMMUNITY COLLEGE DISTRICT 504, commonly known as **Triton College** (hereinafter “COLLEGE”), COUNTY OF COOK AND STATE OF ILLINOIS and SCHOOL COLLEGE PARTNERSHIP MEMBER **Board of Education of Oak Park and River Forest School District** (hereinafter “DISTRICT”), Oak Park, Illinois.

WITNESSETH:

WHEREAS, the DISTRICT operates a High School (the “School”) located at 201 N. Scoville Ave., Oak Park, IL 60302 and desires to host COLLEGE classes in said premises;

WHEREAS, the COLLEGE desires to use rooms in said premises for classes;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed by and between the COLLEGE and the DISTRICT as follows:

1. **TERM OF AGREEMENT** - The term of this Agreement will be from August 1, 2021 through and including June 30, 2023, unless sooner terminated as herein set forth. The premises, including the School, shall be made available to the COLLEGE for use on three evenings per week as agreed by the parties from 6:00 p.m. to 10:00 p.m. for the term of this Agreement. The parties may agree, on a case by case basis, to make the premises available prior to 6:00 p.m. Athletic facilities may not be available until 8:00 PM unless prior approval is obtained from the Superintendent of the DISTRICT or designee.

2. **DESIGNATION OF ROOMS & RENT** – The COLLEGE and the DISTRICT shall mutually agree which rooms will be available to the COLLEGE pursuant to this Agreement.

The COLLEGE may request specific rooms and the DISTRICT will use reasonable efforts to accommodate such request. The District may, in its sole discretion, refuse a specific request for space. The DISTRICT agrees that it shall charge \$1,600.00 per year to the COLLEGE for use of the rooms provided for classes.

3. **UTILITIES AND OTHER SERVICES** - The DISTRICT agrees to provide heat, light, water and electricity for the premises.

The DISTRICT agrees to pay for all heat, light, water, electric and power bills which are charged, levied or taxed with respect to utilities furnished for the COLLEGE'S use and occupancy of the premises for no additional cost or charge to the COLLEGE.

The DISTRICT agrees to provide janitorial service for maintenance of the areas provided for no additional cost or charge to the COLLEGE.

The DISTRICT agrees to provide assignments to rooms with audiovisual equipment if requested by COLLEGE for no additional cost or charge. In the event COLLEGE requests an audiovisual equipped room and one is not available, COLLEGE will provide, maintain and support its own audiovisual equipment, which will be stored in a locked and secure location at DISTRICT.

4. **ACCESS TO ROOMS** - The COLLEGE shall have exclusive use of all rooms provided for COLLEGE classes on the days and times once they are agreed upon by both parties as stated herein. The COLLEGE shall not have early access to rooms **for instruction** unless prior written approval from the Superintendent of the DISTRICT or designee is obtained. The DISTRICT shall grant the COLLEGE reasonable access prior to 6:00 p.m. for any necessary set up or preparation. Except in cases of an emergency, no one affiliated with the DISTRICT shall interrupt any of the

classes or interfere with any student, teacher or administrator attending said classes for any reason, without advance written notice to an authorized representative of the COLLEGE.

5. **DIRECTORS** – An Extension Center Director shall be hired by the COLLEGE, following consultation and reasonable approval of the DISTRICT. The Extension Center Director shall be an independent contractor of both the COLLEGE and the DISTRICT and shall not be entitled to any of the benefits of employment provided to employees, agents or faculty of the COLLEGE or the DISTRICT, including worker’s compensation or accrual of tenure. The COLLEGE shall pay the Extension Center Director \$7,312.00 annually. This payment shall be payment for acting as Extension Center Director for twelve (12) hours per week and eighteen (18) weeks per semester. The Extension Center Director shall have the following responsibilities:

- a. Supervise COLLEGE students, staff, and faculty when classes are in session at the DISTRICT;
- b. Be present and available at the office of the COLLEGE extension center, located at the DISTRICT, from 6:00 p.m. until 10:00 p.m. or until all students have left the premises. If courses are scheduled for earlier than 6:00 p.m., the Director shall provide office coverage no less than thirty (30) minutes prior to the beginning of classes.
- c. Schedule courses and program offerings for all classes held at the DISTRICT. The course and program offerings shall be determined by the COLLEGE’s Assistant Dean of Continuing Education based upon the needs of the community and input from the Extension Center Director. The schedule should include a listing of days the DISTRICT is closed and courses shall not be scheduled on such days. The Director may add new courses as necessary and write course outlines and provide other

- curricular work upon request from, or following the written approval of, the Assistant Dean of Continuing Education.
- d. Schedule meetings with the COLLEGE's Assistant Dean of Continuing Education upon receiving the schedule for the upcoming semester.
 - e. Examine and assign new and existing courses to ensure that dates, times, and room locations are correct.
 - f. Welcome students, faculty, and staff in the office located at the DISTRICT each night that courses are offered.
 - g. Visit DISTRICT classrooms upon the request of the Assistant Dean of Continuing Education to monitor any potential issues that may arise.
 - h. Pick up mail for the Extension Center at the COLLEGE each week. Mail will be located in the A Building (A-201).
 - i. Deliver any completed midterms and finals to the Assistant Dean of Continuing Education's mailbox in the Learning Resource Center located at the COLLEGE.
 - j. In ample time, notify the COLLEGE's Assistant Dean of Continuing Education of all anticipated needs, special requests, and potential problems.
 - k. Communicate to the DISTRICT all upcoming audiovisual needs for COLLEGE classes for rooms assigned without audiovisual capabilities.
 - l. Confirm course assignments prior to the beginning of each class to determine that each class will be offered by notifying the School of Continuing Education office at the COLLEGE (708-456-0300, ext. 3500).
 - m. Operate the Extension Center in a monetarily efficient manner with the goals of reducing costs and maximizing revenue for the year.

- n. Serve as a liaison between the COLLEGE and the staff at the DISTRICT, particularly regarding effective use of rooms and facilities.
- o. Monitor parking in and around the site to ensure safety for COLLEGE instructors and students.
- p. Monitor all instructors' assignments and verify completion and submission of student evaluation and survey forms for each class, to be submitted to the Assistant Dean of Continuing Education.
- q. Provide instructor handouts, including completing necessary copying if needed, as appropriate and maintain instructor mailboxes regularly.
- r. Be familiar with and complete all forms required by COLLEGE.
- s. Expedite the completion of required forms including, but not limited to, drafts of upcoming semester offerings, midterm verifications, final grade sheets, and attendance forms to comply with all deadlines.
- t. Immediately alert the School of Continuing Education at the COLLEGE in the event an instructor is not present.
- u. Assist in the marketing effort of the COLLEGE and its programs at functions such as parent nights and open houses, which shall be pre-approved by the DISTRICT, and promote COLLEGE programs by providing brochures, flyers, and speaking with parents and community groups about services and courses available as such opportunities become available.
- v. No secretarial support services shall be provided by the COLLEGE, thereby requiring that some ministerial tasks are completed by the Extension Site Director.

6. **SUPPLIES** - The COLLEGE will purchase necessary course supplies for the operation of classes offered at the DISTRICT.

7. **COURSE WAIVERS** – One course waiver will be issued up to a maximum of two (2) for DISTRICT employees during the term of this Agreement. The Director will forward any course waiver requests to the Assistant Dean of Continuing Education for final approval.

8. **DAMAGES AND INSURANCE** – In the event the COLLEGE damages the DISTRICT’S property, reasonable wear and tear excepted, the COLLEGE shall, at the COLLEGE’S sole cost, repair any such damage. The repair shall be to a condition at least equivalent to the condition of the affected area immediately before the damage. If the COLLEGE does not repair the damage within 14 business days after receiving written notice from the DISTRICT, or a lesser time if the DISTRICT reasonably determines the damage creates an emergency situation, the DISTRICT may repair the damage and the COLLEGE shall reimburse the DISTRICT for the costs the DISTRICT incurs within 30 business days after the DISTRICT provides a written invoice to the COLLEGE.

The COLLEGE shall provide the DISTRICT with a certificate of insurance as detailed below for the period covered by this Agreement.

- Commercial General Liability Coverage
 - \$1,000,000 Per Occurrence
 - \$50,000 Damage to Rented Premises (Each Occurrence)
 - \$1,000,000 Personal & Advertising Injury
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
- Workers Compensation Coverage
 - Statutory limits

- Employers Liability Limits of \$500,000/\$500,000/\$500,000

The COLLEGE will provide the DISTRICT with a certificate of insurance naming the DISTRICT additional insured on a primary and non-contributory basis.

The DISTRICT shall provide the COLLEGE with a certificate of insurance as detailed below for the period covered by this Agreement.

- Commercial General Liability Coverage
 - \$1,000,000 Per Occurrence
 - \$50,000 Damage to Rented Premises (Each Occurrence)
 - \$1,000,000 Personal & Advertising Injury
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
- Workers Compensation Coverage
 - Statutory limits
 - Employers Liability Limits of \$500,000/\$500,000/\$500,000

The DISTRICT will provide the COLLEGE with a certificate of insurance naming the COLLEGE additional insured on a primary and non-contributory basis.

9. **INDEMNIFICATION** - The DISTRICT agrees, to the extent permitted by Illinois law, to indemnify, hold harmless and defend the COLLEGE, each of its Trustees in their official capacity or individually, its agents, its employees and its students against all damages, loss, costs, expenses and attorney's fees for injuries suffered by DISTRICT faculty, staff, students, visitors, invitees, and guests in any way caused by or arising from, incident to, connected with or growing out of the use or occupation of the DISTRICT's facilities by the DISTRICT, or in any other manner caused by, arising from, incident to, connected with or growing out of the condition or state of repair of

the DISTRICT's facilities occupied or used by the COLLEGE, occasioned by or in connection with the use or occupation of the DISTRICT's facilities or the performance of any activities taking place on the DISTRICT'S facilities permitted by the Intergovernmental Agreement during the term of said Intergovernmental Agreement, regardless of whether the DISTRICT's insurance carriers deny coverage of any such damages, losses, costs, expenses and attorney fees.

The COLLEGE agrees, to the extent permitted by Illinois law, to indemnify, hold harmless and defend the DISTRICT, each of its School Board Members in their official capacity or individually, its agents and its employees against all damages, loss, costs, expenses and attorney's fees for injuries suffered by COLLEGE faculty, staff, students, visitors, invitees and guests in any way caused by or arising from, incident to, connected with or growing out of the use or occupation of the DISTRICT's facilities by COLLEGE, or in any other manner caused by, arising from, incident to, connected with or growing out of the condition or state of repair of the DISTRICT's facilities occupied or used by COLLEGE, occasioned by or in connection with the use or occupation of the DISTRICT's facilities in the performance of any activities taking place on the DISTRICT's facilities permitted by the Intergovernmental Agreement during the term of said Intergovernmental Agreement, regardless of whether the COLLEGE's insurance carriers deny coverage of any such damages, losses, costs, expenses and attorney fees.

10. FINGER-PRINT BASED CRIMINAL HISTORY RECORDS CHECK – The DISTRICT shall perform finger-print based criminal history records checks on all COLLEGE employees providing services at the DISTRICT's facilities. The finger-print based criminal history records shall be sufficient to satisfy the DISTRICT'S obligations under Section 10-21.9 and 34-18.5 of the Illinois School Code (105 ILCS 5/10-21.9 and 105 ILCS 5/34-18.5). The

DISTRICT shall furnish the COLLEGE with copies of such records checks if so requested by the COLLEGE. The College shall reimburse the District for the cost of such records checks.

11. **TERMINATION OF AGREEMENT** - Upon thirty (30) days written notice, the COLLEGE or the DISTRICT may terminate this Agreement or any renewal thereof. Classes in session at the time of termination shall be permitted to complete the then current term under the terms and conditions stated herein.

12. **RENEWAL OF AGREEMENT**- This Agreement may be renewed by mutual agreement of the parties.

13. **NOTICE** - Any notice required or permitted under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, or certified mail, postage prepaid addressed:

If to the COLLEGE:

Susan M. Campos
Vice President, Academic Affairs
Triton College
2000 Fifth Avenue
River Grove, Illinois 60171

cc: Sarie E. Winner
Kusper & Raucci Chartered
30 North LaSalle Street
Suite 3400
Chicago, Illinois 60602

If to the DISTRICT:

Greg Johnson
Assistant Superintendent
Oak Park and River Forest High School
201 North Scoville Avenue
Oak Park, Illinois 60302

14. **NON-DISCRIMINATION** – Neither party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer.

15. **COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT** – Each party certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105. If either party has more than 25 employees, each party certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.

16. **GOVERNING LAW** – This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the Circuit Court of Cook County or the federal district court for the Northern District of Illinois, located in Chicago.

17. **FORCE MAJEURE** - Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

IN WITNESS THEREOF, a duly authorized representative of Triton College and a duly authorized representative of DISTRICT executes this Agreement in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

FOR THE COLLEGE:

**Triton College
River Grove, Illinois**

SIGNATURE ATTESTING


Mark R. Stephens, Chairman
Board of Trustees of Triton College

Elizabeth Potter, Secretary
Board of Trustees of Triton College


FOR THE DISTRICT:

**Oak Park and River Forest High School
Oak Park, Illinois**

SIGNATURE ATTESTING



Sara Dixon Spivy, President
Board of Education of Oak Park and River
Forest High School



Tom Cofsky, Secretary
Board of Education of Oak Park and River
Forest High School

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 18, 2021

ACTION EXHIBIT NO. 16597

SUBJECT: LIBRARY BOOK PURCHASES FROM AMAZON.COM

RECOMMENDATION: That the Board of Trustees grant the Library permission to issue an Open Purchase Order to Amazon.com to order single title books and other formats on behalf of the Library. The term of service is July 1, 2021 to June 30, 2022 and will not exceed \$25,000.

RATIONALE: This purchasing practice is consistent with the Illinois State Library and other Library systems. Amazon.com is a major book vendor supplying academic and trade books to colleges, primary and secondary schools and public libraries. Amazon.com offers substantial discounts and is a source for books which are difficult to obtain from other vendors.

Submitted to Board by: _____


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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 18, 2021

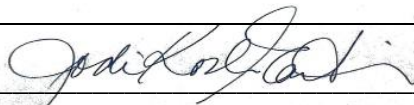
ACTION EXHIBIT NO. 16598

SUBJECT: LIBRARY MEMBERSHIP & DATABASE PURCHASES THROUGH CARLI

RECOMMENDATION: That the Board of Trustees grant the Library permission to issue an Open Purchase Order to University of Illinois at Urbana-Champaign as the fiscal agent for CARLI (Council of Academic and Research Libraries in Illinois). The term of service is July 1, 2021 to June 30, 2022 and will cover the membership of I-SHARE and database costs not to exceed \$120,000.

RATIONALE: CARLI is the statewide organization that represents academic libraries in Illinois. CARLI offers a statewide shared online catalog called I-SHARE and negotiates with vendors to provide group pricing on online databases and organizes professional development opportunities for library staff. The membership fee includes memberships in CARLI and I-SHARE. Subscriptions to online databases include: *Chronicle of Higher Education, CINAHL Complete (Cumulative Index to Nursing and Allied Health Literature), Credo, JSTOR, OmniFile Full Text, Oxford English Dictionary, PsycARTICLES, and Academic One File.*

Submitted to Board by: _____



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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 18, 2021

ACTION EXHIBIT NO. 16599

SUBJECT: **LIBRARY MEMBERSHIP AND DATABASES PURCHASES THROUGH
NILRC**

RECOMMENDATION: That the Board of Trustees grant the Library permission to issue an Open Purchase Order to NILRC (Network of Illinois Learning Resources in Community Colleges). The term of service is July 1, 2021 to June 30, 2022 and will not exceed \$75,000.

RATIONALE: NILRC is the statewide organization that represents community college libraries in Illinois. NILRC negotiates with vendors to provide group pricing on online databases and library materials and supplies and organizes professional development opportunities for library and college staff. The open P.O. will be used to pay the annual NILRC membership and subscriptions to online databases such as: *U.S. Major Dailies, Nursing Ebooks, Grove Art and Music, Proquest Ebook Central Subject Collections, Academic Video Online, and History Resource Center.*

Submitted to Board by: _____


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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of May 18, 2021

ACTION EXHIBIT NO. 16600

SUBJECT: LIBRARY SUBSCRIPTION & AGREEMENT FOR MEDICI.TV

RECOMMENDATION: That the Board of Trustees approve an Agreement with MUSEEC Company for the Triton library subscription to “Medici.tv”. Medici.tv is a leading music streaming platform that offers a large collection of classical music concerts, operas, ballets, documentaries, and educational programs. The term of service begins July 1, 2021 and ends June 30, 2022. The total cost of this Agreement will not exceed \$2,750.00.

RATIONALE: The Music Department specifically requested and strongly recommends this acquisition. Department faculty plan to use this platform as a resource for students enrolled in a wide variety of courses. The Agreement has gone through attorney review and the changes and additions recommended by our attorney have been added to the subscription Agreement.

Submitted to Board by: _____


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

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Elizabeth Potter
Secretary**

Date

Related forms requiring Board signature: Yes No

Terms and Conditions of Collective Subscriptions for use of the medici.tv Website

1. OBJECT

This document describes the Services offered by the MUSEEC Company to educational and documentary resource Establishments and defines their rights and obligations in the context of marketing by the MUSEEC Company of its Video on Demand Services available by Subscription on the medici.tv Website.

These rights and obligations apply, to the exclusion of all other conditions, to any Establishment and its Users. The Establishment confirms it has read the following provisions before Streaming the desired Audiovisual Programme(s). The Establishment expressly and definitively accepts the terms set forth below. The Establishment agrees to bring the following provisions to the attention of its Users.

2. DEFINITIONS

In these Terms and Conditions, the capitalized words or phrases have the following meanings:

. **Collective Subscription or Subscription:** refers to the offer marketed by the MUSEEC Company on its Website, available at edu.medici.tv, and on which, upon payment of a fee, all the Audiovisual Programmes in the catalogue available on the medici.tv Website can be streamed for a given period, subject to any geographical limitations governing the viewing of some Programmes. This offer is open to public or private educational Establishments (universities, colleges, community colleges, music schools, high schools, etc.) as well as documentary resource Establishments (libraries, digital libraries, etc.).

. **Terms and Conditions** (hereinafter "Terms"): refers to this document.

. **Subscription Form:** refers to the form signed by the Establishment as acceptance of the Terms.

. **User/Establishment Equipment or Computer Equipment:** refers to the User's or the Establishment's computer system, allowing them access to the Services of the medici.tv Website. This includes computers and/or smartphones and/or tablets with an Internet connection and installed software, as well as other reproduction equipment for Audiovisual Programmes connected thereto (stereo, television, etc.). The User/Establishment is responsible for the proper functioning of its Computer Equipment.

. **The Establishment:** refers to the legal entity whose purpose is to teach or document that has paid for the use of a Collective Subscription to the medici.tv Website.

. **Company:** refers to the MUSEEC company

Name: MUSEEC
Legal form: Simplified joint-stock company (SAS)
Capital: €1,492,000
SIRET no.: 520 227 240 00030 (Paris)
APE Code: 5920Z
Address: 54, rue de Paradis – 75010 Paris – France
Email: institutions@medici.tv

. **Audiovisual Programmes:** refers to all audiovisual content that can be accessed by Users/Establishments on the medici.tv Website.

. **Website:** means the website operated by the Company whose access URL is <http://edu.medici.tv>. and which allows access to the Service.

. **Service(s):** refers to the Service(s) offered by the medici.tv Website.

. **Streaming:** refers to the linear consultation of a Programme on the User's/Establishment's Equipment, without the possibility to download it and for a fee.

. **User:** Unless this term has another applicable definition within the Establishment, this word refers to the person who is authorized to access the Service (e.g. subscriber librarian, employee, student/pupil, teacher, walk-in visitor, etc.), under the responsibility of the Establishment to which they belong. Access to the Service stops as soon as the User leaves the Establishment (e.g. end of studies, resignation, dismissal, etc.).

. **Video on Demand:** refers to the transmission of Audiovisual Programmes through a coded signal to be received by the User's Computer Equipment, at a time determined by the User requesting the transmission, in exchange of the Establishment's payment.

3. SCOPE

Access to the Service is reserved for the Establishment and Users who have full knowledge of these Terms and have fully accepted them.

4. SCOPE

4.1. Geographical limits

The Service offered by the Company on the Website is accessible around the world. However, the Company reserves the right to restrict access to certain Programmes in certain countries, depending on the rights granted to the Company by their respective producers.

4.2. Availability of Collective Subscriptions

The Service includes individual and collective consumption within the Establishment, excluding any use outside the framework of the Establishment by any third party to the Establishment and any commercial use.

4.3. Customers concerned

The Service offered by the Company on the Website is reserved exclusively for the Establishment for use by its Users alone. Provided that Users have their own device with a suitable IT system enabling them to access the Service, and following prior technical tests, the Services offered by the Company and paid for will be available via remote access through a secure connection.

4.4. Interruption or modification of Services

The Company may make changes to Services for technical development needs.

5. ACCESSING AND REGISTERING FOR THE SERVICE

5.1. Registration

To register, the Establishment must fully complete and sign the Subscription Form provided by the Company. The Company then sends an invoice for the price indicated on the Subscription Form to the Establishment. An account allowing access to the Service will be opened by the Company and the invoice will have to be paid in full by the Establishment within sixty (60) days following the receipt of the invoice.

5.2. Accessing the Service

The Service can be directly accessed from the Website. Access to the Service also requires an Internet connection; the cost of this connection remains entirely at the Establishment's expense.

5.3. Necessary computer equipment

It is recommended that the Establishment check the compatibility of the Service with its hardware and its Users' hardware prior to Subscription. Minimum system requirements are dictated by the video player used by the Service: JW Player. JW Player officially supports the browsers listed [here](#), but recommended browsers are: Chrome 65+, Edge 16+, Firefox 60+ and Safari 10+. The Service is compatible with Mac OS, Windows and Linux operating systems.

5.4. Deactivating an account

If the Establishment decides not to renew its Subscription, its account will automatically be deactivated at the end of the period specified in the Subscription Form.

6. PRICE AND PAYMENT CONDITIONS

6.1. Price and delivery mode

The offer for viewing Audiovisual Programmes on the Website is sold by Subscription. The applicable price is that determined by both parties, the Establishment and Company's Head of Sales, on the day the Service is subscribed. The price includes the VAT applicable on the day of the order. The price may be changed by the Company from one Subscription year to another, and applied with the Institution's agreement.

6.2. Payment methods

Payment must be made by bank transfer or by check. Payment is due within 60 days of receipt of the invoice. Failing receipt of the price in full within thirty (60) days of receipt of the invoice by the Establishment, the Society reserves the right to deactivate the Establishment's access to the Service.

7. REMOTE SELLING

The Establishment recognizes that the conclusion of these Terms is within the scope of its main business activity and therefore recognizes that it does not benefit from a right of withdrawal. In any case, the Establishment waives any exercise of any right of withdrawal given the fact that the Service consists of the supply of digital content not supplied on hardware.

8. SUBSCRIPTION

8.1. Object

Following full payment of a price, the Subscription enables Users to view, over a period defined in the Subscription Form, all Audiovisual Programmes available on the Website, subject to geographical limitations provided for in Article 4.1 of these Terms.

8.2. Entry into force, term of the Subscription

The Subscription is taken out for a period specified on the Subscription Form. The Contract may be terminated as provided for in Article 8.5 of the Terms. The cancellation takes effect at the end of the commitment period.

8.3. Subscription rate

The price of the Subscription is the price indicated on the Subscription Form and the invoice addressed to the Establishment by the Company, previously accepted by the Establishment.

8.4. Service availability

Audiovisual Programmes offered as part of the Subscription are those that form part of the Audiovisual Programmes offered on the Website, subject to geographical limitations provided for in Article 4.1 of the Terms. Audiovisual Programmes are available for viewing in Streaming for the duration of the Subscription and can be viewed an unlimited amount of times, subject to the availability of rights negotiated by the Company with copyright holders of Audiovisual Programmes.

8.5. Termination and cancellation

With Subscription to Video on Demand, the Establishment may cancel the Subscription at the end of the commitment period. The Establishment's account will automatically be deactivated at the end of the period specified in the Contract.

Furthermore, the Company reserves the right to disable or suspend the Establishment's account without penalty, and to refuse them access to the Service in the following cases:

- non-compliance by the Establishment with these Terms;
- non-payment by the Establishment of the amounts due;
- acts contrary to the interests of the Website by the Establishment (see in particular Articles 10 and 11 of these Terms).

It shall inform the Establishment by letter stating the grounds for suspension or deactivation, and the Establishment will then have a period of eight (8) days as of notification by the Company of the infringement committed to repair the damage/violation. If at the end of this period, the Company believes that the Establishment has suitably repaired the

violation or the damage caused, it will reinstate access to the Service. In the opposite case, the Company may legally terminate the contract with the Establishment.

If the Contract cannot be performed due to an event of force majeure, the contract will be automatically terminated and the Parties released of their obligations.

9. PERSONAL DATA PROTECTION/COOKIES

9.1. Using files

Creation of an account is subject to the automatic processing of personal data for which the Company is entirely responsible.

This data processing has been declared to the French National Commission for Data Protection and Liberties (CNIL) under the receipt number 1477675.

9.2. Data collected

The company collects:

- data the Establishment/User provides the Company, such as while creating an account;
- data the User creates while using the Service.

Data provided by the Establishment/User

This can include:

- The Establishment/User's profile: The Company collects data provided during the creation and modification of the account. This can include the name, email address, password (in a secure, encrypted manner that remains inaccessible to the Company's staff), date of birth, country, language, and the means by which the Establishment/User came into contact with the Company for the first time.
- Data pertaining to the Establishment's subscription and banking information: the Company collects data concerning the Subscription (its creation, modification, and termination), and the Establishment's payment or banking information (amount due, payment method and date of reception of payment).
- Data pertaining to the customer service: The Company collects data the Establishment/User provides when they contact the Society's customer service.

Data created as the User uses the Service

This can include:

- Data related to the User's video history: the Company collects the list of the videos viewed by the User in order to be able to provide them access to this list (available via the User's account page).
- Data related to the User's "favorite" videos: the Company collects the list of the videos saved as "favorites" by the User in order to be able to provide them access to this list (available via the User's account page).
- Other data related to the use of the Service. For example, the Company collects the date and time of visit to the Service. The Company also anonymously collects data about the different features used and pages consulted, the crashes that might happen, the browser used and the sites or services the User used before using the Service. In certain cases, the Company also collects this data via the use of cookies, pixels, or other similar technologies which create and store anonymous unique identifiers. For more information, the User may consult section "9.6 Use of cookies."
- Data related to the device: the Company can collect information concerning the device the User uses to access the Service, including the device model, the IP address, any operating systems and their versions, the browser, language preferences or the universally unique identifier (UUID).

9.3 Use of data

The company collects and uses data:

- to provide high-quality and reliable Service to the Establishment/User;
- to assist the Establishment/User in using the Service;
- for research and development;
- to communicate with the Establishment/User;
- for use in legal proceedings.

The Company is prohibited from selling or sharing personal data with third parties for direct marketing purposes.

Providing Services and features

The Company uses the data collected in order to:

- create and update the Establishment and the User's individual account;
- process payment for the Service or facilitate payment processing;
- find and make interesting videos available to the User;
- provide the User with a personalized experience including the ability to create a list of favorite videos or providing easy access to certain video content;
- organize the necessary internal operations to provide the Service, for example by correcting operational or technical bugs, researching and testing and monitoring and analyzing the usage tendencies in relation to its activities.

Client services:

The Company uses the data collected in order to guide the Establishment/User when they contact the Company, for example in order to:

- analyze and respond to questions and complaints;
- study the suggestions and feedback collected in order to improve the Service.

Research and development

The Company can use the data obtained for research, test and analysis, in order to improve the quality of the Service and create new features and products.

Communication

The Company can use the data collected in order to improve communication regarding the Service and its promotions, studies, tests, news, programming and events.

Legal proceedings and requirements

The Company can use the data collected to study and process complaints and legal disputes concerning use of the Service.

9.4 Data storage and erasure

The Company stores the data outlined in section "9.2 Data collected" as long as the User has an account with the Service. If the User revokes consent to this data storage or to the use of their personal data, the User will lose their ability to use all or part of the Service.

The User can request that their account be deactivated or permanently erased at any time (including all related personal data):

. If the User requests that their account be deactivated, the account will no longer be active. The User will no longer be able to access the account. This doesn't mean that the Establishment's account is deactivated. The User's related personal data isn't erased and the User can request the reactivation of their account at any time.

. If the User requests that their account be permanently erased, the account and all related personal data will be deleted. The user will no longer be able to use the Service. The User will not be able to request the reactivation of their account or access to the personal data they provided before the deletion of their account.

Such a request from a User does not entitle the Establishment to either a full or partial reimbursement of its Subscription to the Service.

Section "9.5 User rights of access, rectification and opposition" outlines the steps to follow to submit a request for account deactivation or erasure.

9.5. Establishment/User rights of access, rectification and opposition

Under the Data Protection Act of 6 January 1978, the Establishment/User has, at any time, the right to access information concerning themselves, the right to have it corrected or completed if it is incorrect or incomplete, the right to oppose its disclosure to third parties, the right to object, free of charge, to its use for commercial purposes and, more generally, the right to oppose any form of processing as defined in paragraph 3 of Article 2 of the aforementioned law.

Beginning May 25th, 2018, the processing of Users' personal data of in the European Union will be subject to the European Union's General Data Protection Regulation ("GDPR").

To access, correct, or oppose the processing of one's personal data, the Establishment/User must simply make a written request to the Company, citing:

- name of the User concerned;

- phone number of the User concerned;
- email address of the User concerned;
- a copy of the concerned User's piece of identification.

These pieces must be sent to the following mailing address: MUSEEC, 54, rue de Paradis, 75010 Paris, or the following electronic address: institutions@medici.tv.

9.6. Use of cookies

When accessing the Service, cookies are installed on the User's Computer Equipment. Cookies are files sent by the Internet browser and stored on the hard disk of User Computer Equipment. In this case, they contain information related to browsing the Website (in particular pages viewed, date and time of connection) that the Website may read during subsequent visits. They are automatically created upon registration and enabled when the User connects to the Website. Nevertheless, they can be switched off by configuring browser preferences to not accept cookies.

10. INTELLECTUAL PROPERTY

10.1. Website protection

The Company is and will remain the owner of intellectual property rights attached:

- to the Website and its components, including but not limited to information, databases, software or graphics;
- to any distinctive sign, filed or recorded by the Company under a trademark or protected under any legislation relating to intellectual property.

The Contract does not involve any transfer of ownership on the part of the Company to the Establishment, and by no means involves, in particular, any authorization to represent, modify, reproduce or use for commercial purposes the various elements of the Website. Any damage, or, in the absence of prior written consent, any representation, reproduction, modification, commercial use, total or partial, of the various elements of the Website is prohibited and makes perpetrators liable to prosecution.

10.2. Protection of Audiovisual Programmes

Audiovisual Programmes viewed by the Establishment and its Users are digital files protected by national and international laws governing copyright. They can only be used within the limits defined in these Terms.

The Company guarantees that it holds the necessary rights to Audiovisual Programmes, that it has obtained the authorization of those entitled for the use of Audiovisual Programmes and the use of such Audiovisual Programmes by the Establishment and its Users in accordance with this contract shall be without prejudice to the copyright or other right of a third party to the Audiovisual Programme(s).

The provision of Audiovisual Programmes implies, on the Establishment's behalf, acceptance of the non-exclusive and non-transferable usage rights.

The Establishment may not under any circumstances consider that they own the digital files corresponding to Audiovisual Programmes.

Any partial or whole reproduction of Audiovisual Programmes, on any media, is prohibited. Failure to comply with this prohibition constitutes an infringement and may result in civil and criminal penalties.

Digital files on the Site may be protected by technical protection and information measures, namely protection systems to control their use and, in particular, their duplication.

The Establishment expressly acknowledges and agrees that technical protection and information measures may limit their access to one or more Audiovisual Programmes and the use thereof. The Establishment further agrees to the automatic updating of technical protection and information measures, and any associated consequences.

Technical protection and information measures are governed by the French Code of Intellectual Property. The Establishment agrees not to take any action to circumvent or undermine the techniques for controlling digital content. Any attempt to bypass these measures is liable to penalties under this same Code.

11. RESPONSIBILITIES AND OBLIGATIONS

11.1. Company responsibilities and obligations

Access to the Website is continuously subject to periods of maintenance and repair, updating of servers and possible one-off interruptions. Users will be notified of any interruptions to Services that can be scheduled via the Website at least 24 hours before they occur, except when such interruptions are urgent.

It is expressly understood that the Company will in no way be held responsible for any damage suffered by the Establishment and/or any third party due to:

- any site unavailability and, in general, any technical fault due to an external cause;
- a case of force majeure.

In the case whereby the Company would be liable, compensation will apply only to direct, personal, damage, including but not limited to any damages and/or indirect and/or immaterial, punitive or consequential damages, such as, in particular, loss of profit, commercial, moral and financial damages, loss of clients, loss of opportunity and loss of profits that are caused by, originate from, or are founded upon use of the Website and Services.

If one or more financial penalties must be imposed on the Company as a result of its liability being incurred under these Terms, for any reason, the cumulative amount of the penalty/penalties shall not exceed the amounts actually levied by the Company under the Subscription.

In any event, the Company may not be held liable for negligence or any act fully or partially attributable to the Establishment, a third party or in the event of force majeure.

11.2. Establishment Responsibilities and Obligations

The Establishment agrees not to circumvent or undermine the technical measures used to protect digital files as well as, if applicable, any device with the same objective and does so particularly in respect of Article 10 of these Terms. As is the case with any User, the Establishment is responsible for protecting its Computer Equipment in particular against any form of contamination by viruses and/or attempted intrusion and the Company may under no circumstances be held responsible.

The Establishment is solely responsible for the use of its account.

If the Establishment has reason to suspect security has been breached, including loss, theft or unauthorized use of its Users' login IDs and/or passwords, the Establishment agrees to immediately notify the Company.

The Establishment undertakes to immediately inform the Company of any technical difficulties observed on the Website, particularly in connection with Audiovisual Programmes.

The Establishment agrees not to use loopholes, computer bugs or any other form of error to gain advantages when using the Website.

The Establishment may be held liable for violations of the above provisions by Users.

Users and the Establishment are solely responsible for the operation of their Computer Equipment. The Company shall in no event be liable if the Service offered by the Website proves to be incompatible or dysfunctions with certain software, configurations, User or Establishment operating equipment or systems.

The Establishment guarantees the Company against all actions, claims, demands or opposition from any person claiming an intellectual property right or an act of unfair and/or parasitic competition that would violate this Subscription Contract and which would relate directly or indirectly to the use of the Service by the Establishment and/or its Users.

12. HYPERLINKS

Hyperlinks on the Website may link to other websites or other information managed by partner websites. When the Company may not exercise any control over such sites, it cannot be held liable if the content of such other sites derogates from the laws and/or regulations in force.

13. REVIEW OF GENERAL CONDITIONS

The Company reserves the right to modify these Terms at any time. The Company will submit these changes to the Establishment at the time of their renewal.

14. VALIDITY OF GENERAL CONDITIONS

If one or more provisions of these Terms are held to be invalid or declared as such under any law, regulation or following a final decision of a competent court, other provisions shall remain in full force and be upheld.

The Company will replace the clause declared null and void with a new provision which will be as similar as possible to the original in terms of content and so as to balance the clause that was originally put forward.

15. MISCELLANEOUS

15.1. Failure to require or force the Establishment to carry out some of the provisions of these Terms or the failure to assert any right under these Terms shall be construed as a waiver on the part of the Company's right to require or to impose the implementation of these provisions.

15.2. The Establishment agrees that the Company may assign this Contract, in whole or in part, at any time. The transfer will take effect on the date of notification of this sale to the Establishment, by any means. However, the Establishment may not assign, transfer or grant any rights or obligations of these Terms without the prior written consent of the Company.

16. APPLICABLE LAW FOR DISPUTES

These Terms are subject to French law. The Parties agree to make every effort to resolve amicably any dispute that may arise from the interpretation, execution and/or termination of these Terms.

17. CONTACT, SUPPORT AND CLAIMS

For questions or information on Programmes or regarding claims, the Establishment must contact the Company using the email address: institutions@medici.tv.

2021 INSTITUTIONAL SUBSCRIPTION FORM

medici.tv

MUSEEC

54 rue de Paradis, 75010 Paris, France

Phone: +33 (0)1 88 33 42 18

<https://edu.medici.tv>

Contact: Coralie Gardet

cgardet@medici.tv

1. DEFINITIONS

. Unlimited access to our streaming catalogue, allowing ongoing and simultaneous consultation of our programs.

2. SUBSCRIPTION

Price and terms of sale are previously defined according to your needs.

. **Duration:**

12 months

24 months

36 months

. **Number of users** 4,779

. **Price (excl. taxes)** \$2,750 for a one-year subscription to medici.tv

3. SUBSCRIBER'S INFORMATION

. **Administrative information:**

I am:

A new subscriber

Renewing my subscription

4. TYPE OF INSTITUTION

Library

Music school

University

Private school

Conservatory

Other

Institution.....Triton College.....

Library name.....Triton College Library.....

Address.....2000 Fifth Avenue.....

City.....River Grove.....

State/Province.....Illinois.....

Zip Code.....60171.....

Country.....United States.....

Primary contact...Amy Pinc.....

Phone.....708-456-0300 x 3424.....

E-mail.....ampinc@triton.edu

The primary contact will automatically be added to our administrative list to receive email alerts regarding medici.tv policy and content changes, scheduled maintenance and service outages, and related issues.

5. BILLING INFORMATION

Billing ContactAmy Pinc.....

Billing address if different from administrative address:

Address.....
City.....
State/Province.....
Zip Code.....
Country.....
Primary contact.....
Phone.....
E-mail.....

Wire transfer information (*purchase orders are not accepted as payment for subscription*)

Banque Neuflyze OBC – 3, avenue Hoche – 75008 Paris
Bank code: 30788
Desk code: 00900
Bank account number: 08505680006
Key of the account number: 79
IBAN: FR76 3078 8009 0008 5056 8000 679
BIC: NSMBFRPPXXX

IP Information

64.107.218.1 - 64.107.218.254
64.107.219.1 - 64.107.219.254
64.107.220.1 - 64.107.220.254
64.107.223.1 - 64.107.223.254

Proxy IP:
132.174.251.83

6. PARTICULAR CONDITIONS

I. Article 8.5 is amended as follows:

8.5. Termination and cancellation

With Subscription to Video on Demand, the Establishment may cancel the Subscription at the end of the commitment period. The Establishment's account will automatically be deactivated at the end of the period specified in the Contract.

Furthermore, the Company reserves the right to disable or suspend the Establishment's account without penalty, and to refuse them access to the Service in the following cases:

- non-compliance by the Establishment with these Terms;
- non-payment by the Establishment of the amounts due;
- acts contrary to the interests of the Website by the Establishment (see in particular Articles 10 and 11 of these Terms).

It shall inform the Establishment by letter stating the grounds for suspension or deactivation, and the Establishment will then have a period of eight (8) days as of notification by the Company of the infringement committed to repair the damage/violation. If at the end of this period, the Company believes that the Establishment has suitably repaired the violation or the damage caused, it will reinstate access to the Service. In the opposite case, the Company may legally terminate the contract with the Establishment.

If the Contract cannot be performed due to an event of force majeure, the contract will be automatically terminated and the Parties released of their obligations. Fees already paid shall be prorated and refunded accordingly.

II. Article 11.1 is amended as follows:

11.1. Company responsibilities and obligations

Access to the Website is continuously subject to periods of maintenance and repair, updating of servers and possible one-off interruptions. Users will be notified of any interruptions to Services that can be scheduled via the Website at least 24 hours before they occur, except when such interruptions are urgent.

It is expressly understood that the Company will in no way be held responsible for any damage suffered by the Establishment and/or any third party due to:

- any site unavailability and, in general, any technical fault due to an external cause;
- a case of force majeure.

In the case whereby the Company would be liable, compensation will apply only to direct, personal, damage, including but not limited to any damages and/or indirect and/or immaterial, punitive or consequential damages, such as, in particular, loss of profit, commercial, moral and financial damages, loss of clients, trademark or copyright infringement, loss of opportunity and loss of profits that are caused by, originate from, or are founded upon use of the Website and Services.

If one or more financial penalties must be imposed on the Company as a result of its liability being incurred under these Terms, for any reason, the cumulative amount of the penalty/penalties shall not exceed the amounts actually levied by the Company under the Subscription.

In any event, the Company may not be held liable for negligence or any act fully or partially attributable to the Establishment, a third party or in the event of force majeure.

III. Article 11.2 is amended as follows:

11.2. Establishment Responsibilities and Obligations

The Establishment agrees not to circumvent or undermine the technical measures used to protect digital files as well as, if applicable, any device with the same objective and does so particularly in respect of Article 10 of these Terms. As is the case with any User, the Establishment is responsible for protecting its Computer Equipment in particular against any form of contamination by viruses and/or attempted intrusion and the Company may under no circumstances be held responsible.

The Establishment is solely responsible for the use of its account.

If the Establishment has reason to suspect security has been breached, including loss, theft or unauthorized use of its Users' login IDs and/or passwords, the Establishment agrees to immediately notify the Company.

The Establishment undertakes to immediately inform the Company of any technical difficulties observed on the Website, particularly in connection with Audiovisual Programmes.

The Establishment agrees not to use loopholes, computer bugs or any other form of error to gain advantages when using the Website.

The Establishment may be held liable for known violations of the above provisions by Users.

Users and the Establishment are solely responsible for the operation of their Computer Equipment. The Company shall in no event be liable if the Service offered by the Website proves to be incompatible or dysfunctions with certain software, configurations, User or Establishment operating equipment or systems.

The Establishment guarantees the Company against all actions, claims, demands or opposition from any person claiming an intellectual property right or an act of unfair and/or parasitic competition that would violate this Subscription Contract and which would relate directly or indirectly to the use of the Service by the Establishment and/or its Users.

IV. Article 16 is amended as follows:

The Parties agree to make every effort to resolve amicably any dispute that may arise from the interpretation, execution and/or termination of these Terms. All disputes shall be governed by Illinois law and resolved in the Circuit Court of Cook County.

The parties shall comply with all applicable laws regarding non-discrimination, sexual harassment and maintaining a Drug Free Workplace. Each party certifies that it is an equal opportunity employer.

I have read the medici.tv General terms and Conditions of Sales for Institutional Subscription and agree to its items

This Agreement is executed by an authorized representative of Triton College in his or her official capacity only. There shall be no personal liability created through the execution of this Agreement. Any changes to the Agreement, including any amendments or renewals, shall be executed in writing by an authorized agent of Triton College.

Name, date and signature:

Name: Mark R. Stephens

Title: Board Chairman

Date:

Signature:

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

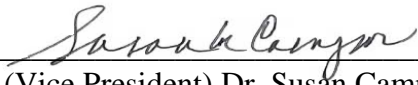
Meeting of May 18, 2021

ACTION EXHIBIT NO. 16601

SUBJECT: COOPERATIVE AGREEMENT WITH NORRIDGE GARDENS

RECOMMENDATION: That the Board of Trustees approve the Cooperative Agreement with Norridge Gardens. This will be effective on June 1, 2021 and shall have an initial term of one (1) year. This Agreement will automatically renew for additional one (1) year terms unless notice of intent to terminate the Agreement is provided by either party as set forth herein. Either party may terminate this Agreement upon written notice of one (1) semester or five (5) months, whichever is less. Students currently enrolled at that point will be permitted to complete the current clinical rotation under the terms and conditions stated herein. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Nursing Assistant Program to participate in clinical education experiences at Norridge Gardens. This is a Triton College Agreement.

Submitted to Board by: 
(Vice President) Dr. Susan Campos

Board Officers' Signatures Required:

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

Related forms requiring Board signature: Yes No

**COOPERATIVE AGREEMENT
BETWEEN
Norridge Gardens,
AND
TRITON COLLEGE, DISTRICT #504, RIVER GROVE, ILLINOIS**

Agreement made by and between **Norridge Gardens** hereinafter referred to as “Hospital” and **Triton College**, hereinafter referred to as “Triton”.

In consideration of the mutual promises and agreements hereinafter set forth, Hospital and Triton agree as follows:

I. GENERAL PROVISIONS:

- A. This affiliation is for the sole and limited purpose of providing clinical training in Program to students enrolled at Triton under the auspices of Hospital.
- B. Nothing herein shall be deemed to create any association, partnership, or joint venture between Hospital and Triton.
- C. Students or trainees enrolled at Triton who participate in this program at Hospital shall be referred to herein as “students”. Employees of Triton who are involved in the instruction or supervision of the training of the students shall be referred to herein as “faculty”. Nothing herein shall be deemed to create an employee-employer relationship between the students and Hospital or faculty and Hospital, and such students and faculty are not to be considered as employees of Hospital for any purpose, and are not entitled to any of the benefits that accrue to or are provided by Hospital to its employees. Further, none of the benefits of employment at Triton shall accrue to any employee of Hospital, including the accrual of tenure.
- D. No student, faculty or staff will be discriminated against by either party hereto on the basis of sex, race, creed, religion, national origin, age, or disability or any other factor as protected by law, rule or regulation in any aspect of this affiliation.
- E. Triton shall maintain in force for the duration of this Agreement comprehensive malpractice or professional liability insurance providing coverage against all claims, demands, loss of judgments arising out of any act or omission of students or faculty, with respect to the rendering or failure to render medical or nursing treatment or any other health-related care, and the administration of drugs or use of medical supplies, apparatus, appliances and equipment. This policy shall provide coverage against the aforementioned risks in the amount of not less than two million dollars

(\$2,000,000) per occurrence, and five million dollars (\$5,000,000) aggregate. Triton will provide proof of insurance to Hospital upon request.

Hospital shall maintain in force for the duration of this Agreement comprehensive malpractice or professional liability insurance providing coverage against all claims, demands, loss of judgments arising out of any act or omission of students or faculty, with respect to the rendering or failure to render medical or nursing treatment or any other health-related care, and the administration of drugs or use of medical supplies, apparatus, appliances and equipment. This policy shall provide coverage against the aforementioned risks in the amount of not less than two million dollars (\$2,000,000) per occurrence, and five million dollars (\$5,000,000) aggregate. Hospital will provide proof of insurance to Triton upon request.

- F. Hospital agrees to hold harmless and indemnify Triton, its officers, trustees, faculty, employees, agents and students against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton, its officers, trustees, faculty, employees, agents and students, including reasonable attorney's fees and expenses, arising out of the acts or omissions of Hospital, its officers, agents, faculty or employees, under this Agreement.

Triton agrees to hold harmless and indemnify Hospital against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Hospital, including reasonable attorney's fees and expenses, arising out of the acts or omissions of Triton, its trustees, officers, agents, students, faculty or employees, under this Agreement.

II. HOSPITAL SHALL:

- A. Maintain the standards required for approval and/or accreditation for the educational program(s).
- B. Make available, and permit the use of, the following by Triton faculty and students:
1. Patient care and patient service facilities, clinical areas;
 2. Rooms, or areas, in which groups of students may hold discussions and receive clinical instruction;
 3. Supplies and equipment commonly available for patient care, and sources of information for educational purposes;
 4. Conference room and library.

- C. Provide emergency medical care in cases of accidents occurring on duty; however, all students are solely responsible for their own medical fees.
- D. Designate a member of its staff qualified in Program to serve as coordinator. The coordinator will represent Hospital in matters related to Program.
- E. Provide services of its staff when/where possible on a guest lecturer basis with the mutual agreement of Hospital and Triton.
- F. Assure that students, while performing as such, will not replace members of Hospital staff.

III. TRITON SHALL:

- A. Assume responsibility for any necessary approval by the Illinois Community College Board.
- B. Provide qualified faculty members, who are competent practitioners.
- C. Plan all clinical instruction, hours, days, and places of assignment in cooperation with, and with the approval of, the Medical Director of the Department or his/her designated representative.
- D. Be responsible for student grading.
- E. Advise students of the requirement to observe policies, procedures, and other regulations imposed by Hospital in connection with professional conduct and patient welfare. These rules and regulations shall be covered by the immediate supervisor of the students during the first day of clinical study and/or during the orientation. Hospital may resolve any problem situation in favor of the patient's welfare and restrict, limit, or end student involvement until any incident in question can be clarified by Hospital staff and any involved faculty member. Triton shall withdraw, upon recommendation, any student(s) who fail(s) to meet the standards agreed upon.
- F. Make all reasonable efforts to assure that students will be subject to the authority, policies, and regulations of Hospital.
- G. Advise students of the requirement to submit complete physical examination forms, as required by Hospital.
- H. Comply with the removal of a student from Hospital if after a conference it is the reasonable opinion of Hospital that the student's performance or conduct is detrimental to patients or Hospital personnel.
- I. Require students to carry hospitalization insurance.

- J. Require students to maintain current CPR certification

IV. HOSPITAL AND TRITON SHALL:

- A. Jointly develop a clinical instruction guide designed to meet the educational aims of the entire Program curriculum. The clinical instruction guide shall describe the proposed clinical areas, patient care, and patient service facilities to be utilized by Triton.
- B. Have the right to request conferences to be scheduled at regular intervals for the purpose of planning, discussing, and enhancing the Program.

V. IT IS FURTHER AGREED THAT:

- A. The terms and conditions of the Agreement may be amended, deleted, or new provisions added from time to time upon written agreement of the authorized agents of the parties.
- B. This writing shall constitute the sole agreement between the parties.
- C. This Agreement shall commence upon execution by duly authorized officer of the parties hereto, in their official capacities only, and shall have an initial term of one (1) year.
- D. This Agreement will automatically renew for additional one (1) year terms unless either party provides notice of intent to terminate the Agreement as provided herein.
- E. Either party may terminate the Agreement upon written notice of one (1) semester or five (5) months, whichever is less, to the other party with or without cause. Any students enrolled in a clinical experience at the time of termination shall be permitted to complete the then current clinical rotation under the terms and conditions stated herein.
- F. This Agreement shall be construed under the laws of Illinois. If any provision shall be invalid under such laws, such invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly. All disputes shall be resolved in the Circuit Court of Cook County.
- G. Each of the parties hereto, and the individuals executing the Agreement for them, represent to the other party that they have the requisite power and authority to make and enter into this agreement and to perform its obligations thereunder, and that this agreement does not violate any

provisions of the corporate charter or bylaws of any corporate party or any statute, act, or ordinance under which any unincorporated institution party hereto is organized, or violate any agreement or commitment executed or made by any party.

- H. Hospital assumes full responsibility for the payment of all federal, state and local taxes incurred by Hospital as a result of this Agreement.
- I. This Agreement is executed by an authorized representative of Triton College in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- J. Hospital represents that it possesses all professional or business licenses required by law, if any, and all qualifications and accreditations necessary to fully perform its obligations.
- K. In no event shall either party be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings.
- L. Hospital certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- M. If Hospital has more than 25 employees, Hospital certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.
- N. Time is of the essence of this Agreement.
- O. Notices required to be sent hereunder shall be sent by prepaid registered mail with return receipt requested, and are effective upon receipt.

NOTICES TO HOSPITAL SHALL BE SENT TO:

Norridge Gardens
Attn: Sandra Cubas
7001 West Cullom Ave.
Norridge, IL 60706

NOTICES TO TRITON COLLEGE SHALL BE SENT TO:

Triton College
2000 North Fifth Avenue, RM H-120
River Grove, Illinois 60171
Attn: Pamela Harmon
Dean of Health Careers and Public Service Programs
Facsimile: (708) 779-4902

With a copy to:

Sarie Winner
Kusper & Raucci Chartered
30 North LaSalle Street
Suite 2121
Chicago, Illinois 60602

FOR HOSPITAL:

Sandra Cubas

TITLE Senior Administrator



DATE 04/13/2021

FOR TRITON COLLEGE:

TITLE Mark R. Stephens
Board Chairman

DATE _____

TITLE Elizabeth Potter
Secretary

DATE _____

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

Meeting of May 18, 2021

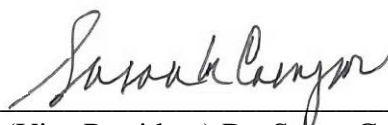
ACTION EXHIBIT NO. 16602

**SUBJECT: COOPERATIVE AGREEMENT WITH
PHYSICIAN IMMEDIATE CARE, LLC**

RECOMMENDATION: That the Board of Trustees approve the Cooperative Agreement with Physician Immediate Care, LLC and Triton College. This will be effective on June 1, 2021 and shall have an initial term of one (1) year. This Agreement will automatically renew for additional one (1) year terms unless either party provides notice of intent to terminate the Agreement as provided herein. Either party may terminate this Agreement upon written notice of one (1) semester or five (5) months, whichever is less. Students currently enrolled at that point will be permitted to complete the current clinical rotation under the terms and conditions stated herein. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Medical Assistance Program to participate in clinical education experiences at Physician Immediate Care, LLC. This is the College's standard form of Agreement.

Submitted to Board by: _____



(Vice President) Dr. Susan Campos

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

**COOPERATIVE AGREEMENT
BETWEEN
PHYSICIAN IMMEDIATE CARE, LLC,
AND
TRITON COLLEGE, DISTRICT #504, RIVER GROVE, ILLINOIS**

Agreement made by and between **Physician Immediate Care, LLC**, hereinafter referred to as “Hospital” and **Triton College**, hereinafter referred to as “Triton”.

In consideration of the mutual promises and agreements hereinafter set forth, Hospital and Triton agree as follows:

I. GENERAL PROVISIONS:

- A. This affiliation is for the sole and limited purpose of providing clinical training in Program to students enrolled at Triton under the auspices of Hospital.
- B. Nothing herein shall be deemed to create any association, partnership, or joint venture between Hospital and Triton.
- C. Students or trainees enrolled at Triton who participate in this program at Hospital shall be referred to herein as “students”. Employees of Triton who are involved in the instruction or supervision of the training of the students shall be referred to herein as “faculty”. Nothing herein shall be deemed to create an employee-employer relationship between the students and Hospital or faculty and Hospital, and such students and faculty are not to be considered as employees of Hospital for any purpose, and are not entitled to any of the benefits that accrue to or are provided by Hospital to its employees. Further, none of the benefits of employment at Triton shall accrue to any employee of Hospital, including the accrual of tenure.
- D. No student, faculty or staff will be discriminated against by either party hereto on the basis of sex, race, creed, religion, national origin, age, or disability or any other factor as protected by law, rule or regulation in any aspect of this affiliation.
- E. Triton shall maintain in force for the duration of this Agreement comprehensive malpractice or professional liability insurance providing coverage against all claims, demands, loss of judgments arising out of any act or omission of students or faculty, with respect to the rendering or failure to render medical or nursing treatment or any other health-related care, and the administration of drugs or use of medical supplies, apparatus, appliances and equipment. This policy shall provide coverage against the aforementioned risks in the amount of not less than two million dollars

(\$2,000,000) per occurrence, and five million dollars (\$5,000,000) aggregate. Triton will provide proof of insurance to Hospital upon request.

Hospital shall maintain in force for the duration of this Agreement comprehensive malpractice or professional liability insurance providing coverage against all claims, demands, loss of judgments arising out of any act or omission of students or faculty, with respect to the rendering or failure to render medical or nursing treatment or any other health-related care, and the administration of drugs or use of medical supplies, apparatus, appliances and equipment. This policy shall provide coverage against the aforementioned risks in the amount of not less than two million dollars (\$2,000,000) per occurrence, and five million dollars (\$5,000,000) aggregate. Hospital will provide proof of insurance to Triton upon request.

- F. Hospital agrees to hold harmless and indemnify Triton, its officers, trustees, faculty, employees, agents and students against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton, its officers, trustees, faculty, employees, agents and students, including reasonable attorney's fees and expenses, arising out of the acts or omissions of Hospital, its officers, agents, faculty or employees, under this Agreement.

Triton agrees to hold harmless and indemnify Hospital against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Hospital, including reasonable attorney's fees and expenses, arising out of the acts or omissions of Triton, its trustees, officers, agents, students, faculty or employees, under this Agreement.

II. HOSPITAL SHALL:

- A. Maintain the standards required for approval and/or accreditation for the educational program(s).
- B. Make available, and permit the use of, the following by Triton faculty and students:
1. Patient care and patient service facilities, clinical areas;
 2. Rooms, or areas, in which groups of students may hold discussions and receive clinical instruction;
 3. Supplies and equipment commonly available for patient care, and sources of information for educational purposes;
 4. Conference room and library.

- C. Provide emergency medical care in cases of accidents occurring on duty; however, all students are solely responsible for their own medical fees.
- D. Designate a member of its staff qualified in Program to serve as coordinator. The coordinator will represent Hospital in matters related to Program.
- E. Provide services of its staff when/where possible on a guest lecturer basis with the mutual agreement of Hospital and Triton.
- F. Assure that students, while performing as such, will not replace members of Hospital staff.

III. TRITON SHALL:

- A. Assume responsibility for any necessary approval by the Illinois Community College Board.
- B. Provide qualified faculty members, who are competent practitioners.
- C. Plan all clinical instruction, hours, days, and places of assignment in cooperation with, and with the approval of, the Medical Director of the Department or his/her designated representative.
- D. Be responsible for student grading.
- E. Advise students of the requirement to observe policies, procedures, and other regulations imposed by Hospital in connection with professional conduct and patient welfare. These rules and regulations shall be covered by the immediate supervisor of the students during the first day of clinical study and/or during the orientation. Hospital may resolve any problem situation in favor of the patient's welfare and restrict, limit, or end student involvement until any incident in question can be clarified by Hospital staff and any involved faculty member. Triton shall withdraw, upon recommendation, any student(s) who fail(s) to meet the standards agreed upon.
- F. Make all reasonable efforts to assure that students will be subject to the authority, policies, and regulations of Hospital.
- G. Advise students of the requirement to submit complete physical examination forms, as required by Hospital.
- H. Comply with the removal of a student from Hospital if after a conference it is the reasonable opinion of Hospital that the student's performance or conduct is detrimental to patients or Hospital personnel.
- I. Require students to carry hospitalization insurance.

- J. Require students to maintain current CPR certification

IV. HOSPITAL AND TRITON SHALL:

- A. Jointly develop a clinical instruction guide designed to meet the educational aims of the entire Program curriculum. The clinical instruction guide shall describe the proposed clinical areas, patient care, and patient service facilities to be utilized by Triton.
- B. Have the right to request conferences to be scheduled at regular intervals for the purpose of planning, discussing, and enhancing the Program.

V. IT IS FURTHER AGREED THAT:

- A. The terms and conditions of the Agreement may be amended, deleted, or new provisions added from time to time upon written agreement of the authorized agents of the parties.
- B. This writing shall constitute the sole agreement between the parties.
- C. This Agreement shall commence upon execution by duly authorized officer of the parties hereto, in their official capacities only, and shall have an initial term of one (1) year.
- D. This Agreement will automatically renew for additional one (1) year terms unless either party provides notice of intent to terminate the Agreement as provided herein.
- E. Either party may terminate the Agreement upon written notice of one (1) semester or five (5) months, whichever is less, to the other party with or without cause. Any students enrolled in a clinical experience at the time of termination shall be permitted to complete the then current clinical rotation under the terms and conditions stated herein.
- F. This Agreement shall be construed under the laws of Illinois. If any provision shall be invalid under such laws, such invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly. All disputes shall be resolved in the Circuit Court of Cook County.
- G. Each of the parties hereto, and the individuals executing the Agreement for them, represent to the other party that they have the requisite power and authority to make and enter into this agreement and to perform its obligations thereunder, and that this agreement does not violate any

provisions of the corporate charter or bylaws of any corporate party or any statute, act, or ordinance under which any unincorporated institution party hereto is organized, or violate any agreement or commitment executed or made by any party.

- H. Hospital assumes full responsibility for the payment of all federal, state and local taxes incurred by Hospital as a result of this Agreement.
- I. This Agreement is executed by an authorized representative of Triton College in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- J. Hospital represents that it possesses all professional or business licenses required by law, if any, and all qualifications and accreditations necessary to fully perform its obligations.
- K. In no event shall either party be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings.
- L. Hospital certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- M. If Hospital has more than 25 employees, Hospital certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.
- N. Time is of the essence of this Agreement.
- O. Notices required to be sent hereunder shall be sent by prepaid registered mail with return receipt requested, and are effective upon receipt.

NOTICES TO HOSPITAL SHALL BE SENT TO:

NOTICES TO TRITON COLLEGE SHALL BE SENT TO:

Triton College
2000 North Fifth Avenue, RM H-120
River Grove, Illinois 60171
Attn: Pamela Harmon
Dean of Health Careers and Public Service Programs
Facsimile: (708) 779-4902

With a copy to:

Sarie Winner
Kusper & Raucci Chartered
30 North LaSalle Street
Suite 2121
Chicago, Illinois 60602

FOR HOSPITAL:

TITLE _____

TITLE _____

DATE _____

FOR TRITON COLLEGE:

TITLE Mark R. Stephens
Board Chairman

TITLE Elizabeth Potter
Secretary

DATE _____

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

Meeting of May 18, 2021

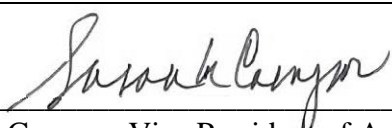
ACTION EXHIBIT NO. 16603

**SUBJECT: FIRST AMENDMENT TO THE CLINICAL AGREEMENT WITH
RUSH OAK PARK HOSPITAL**

RECOMMENDATION: That the Board of Trustees approve the First Amendment to the existing Affiliation Agreement with Rush Oak Park Hospital. The term of this Agreement shall be for three (3) years, to commence on April 1, 2021, and terminate March 31, 2024. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed, students who are participating in the clinical learning experiences at the time of expiration or termination shall be allowed to complete such assignment under the terms and conditions herein set forth. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Diagnostic Medical Sonography program, Emergency Medical Technician, Radiologic Technology, Surgical Technology and Sterile Processing Technician program to participate in clinical education experiences at Rush Oak Park Hospital.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

FIRST AMENDMENT

THIS FIRST AMENDMENT to the Affiliation Agreement (the “Agreement”) by and between Rush Oak Park Hospital (“the Facility”) and Community College District 504, commonly known as Triton College (“the School”), an Illinois Community College dated April 7, 2021, is made and executed on this 1st day of April, 2021.

Recitals

WHEREAS, the School desires to utilize Facility for the purpose of providing practical learning and clinical experiences (“Clinical Education Program”) for its students of School and to establish and operate a Clinical Education Program at the Facility;

NOW THEREFORE, it is understood and agreed upon by the parties hereto as follows:

Section D “Term of Agreement” of the Agreement is hereby deleted in its entirety and replaced with the following:

The term of this Agreement shall be for three (3) years, to commence on **April 1, 2021** and terminate on **March 31, 2024**. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term or terminated without cause following ninety (90) days written notice, students who are participating in the clinical learning experiences at the time of expiration or termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

All other terms and conditions of the Agreement not amended herein remain unchanged and in full force and effect for the duration of this Amendment.

IN WITNESS WHEREOF, Facility has caused this Agreement to be executed by a duly authorized officer, and the School has executed this Agreement by signing below as of the day and year first above written.

TRITON COLLEGE:

RUSH OAK PARK HOSPITAL:

By: _____
Its: Chairman Board of Trustees
Mark R. Stephens

By: _____
Its: Vice President of Hospital

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

Meeting of May 18, 2021

ACTION EXHIBIT NO. 16604

SUBJECT: ADDENDUM TO AFFILIATION AGREEMENT WITH ADVOCATE ILLINOIS MASONIC MEDICAL CENTER

RECOMMENDATION: That the Board of Trustees approve the Addendum to the Affiliation Agreement with Advocate Illinois Masonic Medical Center. This is to modify the original Agreement dated June 1, 2019 and will become effective June 1, 2021, expiring May 31, 2022. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. If the Agreement is terminated by either party, students who are participating in clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth therein. There is no cost associated to the college for this Agreement.

RATIONALE: This Addendum will enable students in Triton College's Surgical Technology and Sterile Processing Technician programs to participate in clinical education experiences at Advocate Illinois Masonic Medical Center.

Submitted to Board by:


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Elizabeth Potter
Secretary**

Date

Related forms requiring Board signature: Yes No

**FIRST AMENDMENT TO
AFFILIATION AGREEMENT**

This Amendment shall be effective on April 19, 2021 ("**Effective Date**"), by and between Advocate North Side Health Network d/b/a Advocate Illinois Masonic Medical Center ("**Advocate**" or "**Facility**") and Triton College ("**School**").

WHEREAS, Facility and School entered into an Affiliation Agreement dated June 1, 2019 to utilize various facility sites that may be available for the purpose of providing practical learning and clinical experiences in connection with students of the School (the "**Agreement**"); and

WHEREAS, the parties wish to add an additional program as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter expressed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Agreement shall be amended as follows:

- 1. Exhibit B of the Agreement shall be deleted and restated in its entirety in accordance with the attached.

All other terms, conditions and Exhibits as set forth in the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

**ADVOCATE NORTH SIDE HEALTH
NETWORK D/B/A ADVOCATE ILLINOIS
MASONIC MEDICAL CENTER**

TRITON COLLEGE

By: _____
Susan Nordstrom Lopez
President

By: _____
Name: Mark R. Stephens

Title: Board Chairman

Date: _____

Date: _____



EXHIBIT B

NAMES OF PROGRAMS

Nuclear Medicine
Sterile Processing
Surgical Technician

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

Meeting of May 18, 2021

ACTION EXHIBIT NO. 16605

SUBJECT: COLLEGE CURRICULUM COMMITTEE RECOMMENDATIONS

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

RATIONALE: This recommendation was approved by the College Curriculum Committee on April 1, 2021, and approved by the Academic Senate on April 13, 2021.

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

Board Officers' Signatures Required:

<hr/>	<hr/>	<hr/>
Mark R. Stephens Chairman	Elizabeth Potter Secretary	Date

Related forms requiring signature: Yes _____ No X

College Curriculum Committee Summary

for

Academic Senate, April 13, 2021

Board of Trustees, May 18, 2021

PROGRAMS

MAJOR PROGRAM REVISION(s)

- C248C Graphic Design Degree (AAS Degree)
 - updated program to the new Curriculum Mapping format; program description change; total credits from 66 to 60
 - *Effective 8/22/2021*
- C249C Digital Photography Degree (AAS Degree)
 - updated program to the new Curriculum Mapping format; total credits 63 to 60
 - *Effective 8/22/2021*
- C348C Graphic Design Certificate
 - updated program to the new Curriculum Mapping format; program description change; total credits from 48 to 30
 - *Effective 8/22/2021*
- C348O Digital Photography Certificate
 - updated program to the new Curriculum Mapping format; program description change; total credits from 27 to 36
 - *Effective 8/22/2021*
- C217I Ophthalmic Tech (AAS Degree)
 - updated program to the new Curriculum Mapping format; total credits from 60 to 60-64
 - *Effective 8/22/2021*
- C217C Radiologic Technology (AAS Degree)
 - updated program to the new Curriculum Mapping format;
 - *Effective 8/22/2021*
- C318A Certified Medical Assistant Certificate
 - updated program to the new Curriculum Mapping format;
 - *Effective 8/22/2021*
- C206A Accounting/Finance (AAS Degree)
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C206B Business Management (AAS Degree)
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C206J Human Resources (AAS Degree)
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C306A Accounting Assistant Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C306B Business Management Certificate
 - updated program to the new Curriculum Mapping format

- *Effective 8/22/2021*
- C306F Human Resource Management Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C306K Financial Services Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C307D Executive Administration Assistant Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C406D Entrepreneurship Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C407D Administration Assistant Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C416A Bookkeeping Certificate
 - updated program to the new Curriculum Mapping format; program description change
 - *Effective 8/22/2021*
- C501A Certified Public Accountant Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- U224A16 Modern Languages (AA Degree emphasis)
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C248V Engineering Tech Mechanical Design (AAS Degree)
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C249V Engineering Tech Mechatronics (AAS Degree)
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C348B Engineering Tech Design Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C446I Engineering Tech Electrical Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C448S Engineering Tech Fabrication Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C448V Engineering Tech Mechatronics Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C448Y Engineering Tech Welding Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C548E Engineering Tech CAD Advanced Certificate
 - updated program to the new Curriculum Mapping format

- *Effective 8/22/2021*
- C207S Cybersecurity & Information Assurance (AAS Degree)
 - updated program to the new Curriculum Mapping format; total credits from 64-66 to 60-62
 - *Effective 8/22/2021*
- C407S Cybersecurity & Information Assurance Certificate
 - updated program to the new Curriculum Mapping format; total credits from 18-21 to 24
 - *Effective 8/22/2021*
- C243A Criminal Justice Administration (AAS Degree)
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C443A CJA/Corrections Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C443B CJA/Law Enforcement Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*
- C443C CJA/Private Security Certificate
 - updated program to the new Curriculum Mapping format
 - *Effective 8/22/2021*

COURSES

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

- VIC 288 Video Editing
 - credits from 4 to 3, revised course description
 - *Effective 8/22/2021*
- CMA 101 Introduction to Medical Assisting
 - lecture from 1 to 2 credits; lab from 2 to 0 credit
 - *Effective 8/22/2021*
- CIS 253 Advanced Visual Basic Programming
 - course title to 'Visual Basic .NET'; updated GECC outcomes; revised course description; updated prerequisite
 - *Effective 8/22/2021*

MAJOR COURSE CHANGES (course deletion)

- CIS 250 Visual Basic Programming
 - content incorporated into CIS 253
 - *Effective 8/22/2021*

MINOR COURSE CHANGE(s) (revised course(s) (no course fee addition/revision/removal)

- RAS 232 Radiographic Anatomy and Positioning III
 - updated prerequisite
 - *Effective 8/22/2021*
- CSG 296 Special Topics in Counseling
 - added GECC outcomes; course description change
 - *Effective 8/22/2021*
- CIS 210 Data Communications Networking Fundamental
 - updated GECC outcomes; updated prerequisite; revised course description
 - *Effective 8/22/2021*
- CIS 216 Introduction to Networks CCNA
 - updated GECC outcomes; updated prerequisite
 - *Effective 8/22/2021*
- MUS 250 Concert Band
 - updated GECC outcomes; revised course description; minor updates to Topics and Topical Learning Outcomes
 - *Effective 8/22/2021*
- MUS 253 Ensemble
 - added GECC outcomes; removed prerequisite; updated course description; minor updates to Topics and Topical Learning Outcomes
 - *Effective 8/22/2021*
- MUS 266 Jazz Band
 - added GECC outcomes, updated course description; minor updates to Topics and Topical Learning Outcomes
 - *Effective 8/22/2021*

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

Meeting of May 18, 2021

ACTION EXHIBIT NO. 16606

**SUBJECT: RESOLUTION ABATING TAXES LEVIED FOR DEBT SERVICE ON
SERIES 2020C BONDS**

RECOMMENDATION: That the Board of Trustees approve the Resolution abating all taxes heretofore levied for the year 2020 to pay debt service on the District's outstanding General Obligation Bonds (Alternate Revenue Source), Series 2020C for the total abatement of \$800,188.97.

RATIONALE: This proposed abatement follows the Board's commitment to finance the campus redevelopment bonds with existing revenue streams, and not to levy additional taxes. When issuing the Bonds, the law requires taxes to be levied. This abatement removes the taxes on the Series 2020C Bonds in the amount of \$800,188.97.

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

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 504, County of Cook and State of Illinois, held at 2000 Fifth Avenue, River Grove, Illinois, in said District at 6:30 o'clock P.M., on the 18th day of May, 2021.

* * *

The Chairman called the meeting to order and directed the Secretary to call the roll.

Upon roll call, Mark R. Stephens, the Chairman, and the following Trustees were physically present at said location: _____

The following Trustees were allowed by a majority of the Trustees of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Chairman announced that the next item of business before the Board of Trustees was the consideration of a Resolution abating all of the taxes heretofore levied for the year 2020 to pay debt service on the District's outstanding Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C.

Thereupon, Trustee _____ presented, and there was made available to the Trustees and interested members of the public the following Resolution:

A RESOLUTION abating all of the taxes heretofore levied for the year 2020 to pay debt service on the Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C of Community College District No. 504, County of Cook and State of Illinois.

Trustee _____ moved and Trustee _____ seconded the motion that said resolution as presented be adopted.

After a full and complete discussion thereof, the Chairman directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Trustees:

_____ voted AYE,

and the following Trustees:

_____ voted NAY.

Whereupon the Chairman declared the motion carried and said resolution adopted, and approved and signed the same in open meeting and directed the Secretary to record the same in full in the records of the Board of Trustees of Community College District No. 504, County of Cook and State of Illinois, which was done.

Other business not pertinent to the adoption of said Resolution was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

Secretary, Board of Trustees

A RESOLUTION abating all of the taxes heretofore levied for the year 2020 to pay debt service on the Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C of Community College District No. 504, County of Cook and State of Illinois.

* * *

WHEREAS, the Board of Trustees (the “*Board*”) of Community College District No. 504, County of Cook and State of Illinois (the “*District*”), by a resolution dated October 20, 2020, as supplemented by a Bond Order dated December 9, 2020 (together, the “*2020 Bond Resolution*”), has heretofore issued and has outstanding its Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C (the “*Bonds*”), and provided for the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, a duly certified copy of the 2020 Bond Resolution was filed in the office of the County Clerk of Cook County, Illinois (the “*County Clerk*”); and

WHEREAS, the Board has determined and does hereby determine that the Pledged Revenues (as defined in the 2020 Bond Resolution) are or will be available to pay the principal of and interest on the Bonds when due on June 1, 2021 and December 1, 2021, so as to enable the abatement of the Pledged Taxes (as defined in the 2020 Bond Resolution) levied for the same; and

WHEREAS, it is necessary and in the best interests of the District that the tax heretofore levied for the year 2020 pursuant to the 2020 Bond Resolution for the purpose of paying principal of and interest on the 2020B Bonds be abated:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 504, COUNTY OF COOK AND STATE OF ILLINOIS, AS FOLLOWS:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and do incorporate them into this Resolution by this reference thereto.

Section 2. Abatement of Tax. The tax heretofore levied for the year 2020 in the 2020 Bond Resolution with respect to the Bonds shall be abated as follows:

YEAR OF LEVY	TAX LEVIED IN THE 2020 BOND RESOLUTION	TAX TO BE ABATED	TAX TO BE EXTENDED SUFFICIENT TO PRODUCE
2020	\$800,188.97	\$800,188.97	\$0.00

Section 3. Filing of Resolution. Forthwith upon the adoption of this Resolution, the Secretary of the Board shall file a certified copy hereof with the County Clerk, and it shall be the duty of the County Clerk to abate all said taxes for the year 2020 in accordance with the provisions of this Resolution.

Section 4. Repealer. All other resolutions or orders, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed, and this Resolution shall be in full force and effect forthwith and immediately upon its adoption.

Passed by the Board on May 18, 2021 by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

**COMMUNITY COLLEGE
DISTRICT NO. 504, COUNTY OF
COOK AND STATE OF ILLINOIS**

By: _____
Chairman

APPROVED this 18th day of May, 2021.

Attest:

Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF RESOLUTION AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of Community College District No. 504, County of Cook and State of Illinois (the “*District*”), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the District and of the Board of Trustees thereof (the “*Board*”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 18th day of May, 2021, insofar as same relates to the adoption of a resolution entitled:

A RESOLUTION abating all of the taxes heretofore levied for the year 2020 to pay debt service on the Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C of Community College District No. 504, County of Cook and State of Illinois,

a true, correct and complete copy of which said Resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Public Community College Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the District, this 18th day of May, 2021.

Secretary, Board of Trustees

STATE OF ILLINOIS)
)
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Cook County, Illinois, and as such official I do further certify that on the ____ day of May, 2021, there was filed in my office a duly certified copy of a resolution entitled:

A RESOLUTION abating all of the taxes heretofore levied for the year 2020 to pay debt service on the Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C of Community College District No. 504, County of Cook and State of Illinois,

duly passed and approved by the Board of Trustees of Community College District No. 504, County of Cook and State of Illinois, on the 18th day of May, 2021, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2020 for the payment of the District’s Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C as described in the Resolution, will be abated in their entirety as provided in the Resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of May, 2021.

County Clerk of Cook County, Illinois

(SEAL)