



**Special Meeting of the
Board of Trustees**

BUDGET HEARING

Agenda

Tuesday, July 20, 2021

I. CALL TO ORDER

July 20, 2021 at 6:30 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. CITIZEN PARTICIPATION

V. PUBLIC HEARING ON FY 2022 TENTATIVE BUDGET

VI. ADJOURNMENT



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, July 20, 2021

- I. CALL TO ORDER** July 20, 2021 at 6:35 p.m.
Boardroom (A-300)
- II. ROLL CALL**
- III. APPROVAL OF BOARD MINUTES – VOLUME LVII**
[Minutes of the Regular Board Meeting of June 15, 2021, No. 16](#)
- IV. COMMENTS ON THIS AGENDA**
- V. CITIZEN PARTICIPATION**
- VI. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VII. STUDENT SENATE REPORT**
- VIII. BOARD COMMITTEE REPORTS**
 - A. Finance/Maintenance & Operations
- IX. ADMINISTRATIVE REPORT**
- X. PRESIDENT’S REPORT**
- XI. CHAIRMAN’S REPORT**
- XII. NEW BUSINESS**
 - A. [Action Exhibits](#)
 - [16630 Budget Transfers](#)
 - [16631 Agreement with Athletico Management, LLC](#)
 - [16632 Housing Agreement with Dominican University](#)
 - [16633 Breezy Hill Final Payment](#)
 - [16634 Change of PSY 100 Course Fee for Inclusive Access](#)
 - [16635 Agreement with Presence Care Transformation Corporation](#)
 - [16636 Memorandum of Understanding with Benedictine University](#)
 - [16637 Agreement with Parchment LLC for Transcript Delivery Services](#)
 - [16638 ILLINET/OCLC Services Program Member Agreement with the
Secretary of State/State Librarian of the State of Illinois](#)
 - [16639 Agreement with Naxos Music Library](#)
 - [16640 Ratification of Faculty Negotiated Agreement 2021-2025](#)

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

XIII. COMMUNICATIONS – INFORMATION

A. Human Resources Information Materials

B. Informational Material

XIV. ADJOURNMENT

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 6:44 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: Ms. Norma Hernandez, Mr. Tracy Jennings, Mr. Glover Johnson,
Mr. Rich Regan, Mr. Mark Stephens, Ms. Diane Viverito.
Absent: Mrs. Elizabeth Potter, Ms. Bertha Sanchez.

Chairman Stephens commented that Mrs. Potter is absent due to a family member's illness.

APPROVAL OF BOARD MINUTES

Ms. Viverito made a motion, seconded by Mr. Regan, to approve the minutes of the Regular Board Meeting of May 18, 2021.

Roll Call Vote:

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

Motion carried 6-0.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

Tony Johnston, President of CCCTU and representing Faculty, Classified, and Mid-Managers, addressed the Board regarding retroactive compensation, urging the Board to reconsider its policy about not paying it.

Myrna LaRosa, faculty, addressed the Board about reconsidering retroactivity for all employees represented by TCFA in the new contract.

Daniele Manni, faculty, addressed the Board about faculty contract negotiations. He praised the efforts of both negotiating teams and expressed confidence about reaching an agreement.

REPORTS/ANNOUNCEMENTS – Employee Groups

Faculty Association President Leslie Wester reported that there has been a lot of movement in negotiations and she is hopeful that an agreement will be made by June 29.

Adjunct Faculty Association President Bill Justiz reported that Adjuncts are happy with classes being scheduled in person and wished everyone a great summer.

STUDENT SENATE REPORT

No report.

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 asked the Board for their support.

Finance/Maintenance & Operations

Mr. Jennings reported that the committee met on June 2, reviewed twenty-two new business items and one purchasing schedule, and forwarded all of the items to the Board with a unanimous recommendation for approval.

ADMINISTRATIVE REPORT

Recognition of Softball Team: AVP of Athletics Garry Abezetian introduced the Women's Softball Team who are the 2021 NJCAA Region IV Champions. They were ranked as high as 11 in the nation this season with a record of 53 and 10. Coaches Christina Christopher and Hannah Miller were applauded for their dedication to the team. Players Alyssa Stramaglia – All American, Katlyn Cherry – Second Team All American, Kailey Kirkwood, Ryan Fontanetta – Academic All American, Melissa Gonzalez – Academic All American, Erianna Claudio, and Samanta Nelson were applauded for their achievements.

Employee Recognition: President Moore recognized Director of Health Services Laura Hill for her expertise and professionalism exhibited during the pandemic. AVP of Facilities John Lambrecht was also recognized for exemplifying professionalism and being ever present during the pandemic. He was the College's link to the County for the vaccination center and truly served as a college ambassador. Ms. Moore expressed her appreciation of both individuals to a round of applause.

PRESIDENT'S REPORT

President Mary-Rita Moore introduced a report on Higher Education Emergency Relief Funds (HEERF). The funding sources under HEERF are: 1) Coronavirus Aid, Relief, and Economic Security (CARES) Act; 2) Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA); and 3) American Rescue Plan (ARP). All three sources are divided into institutional dollars, student dollars, and minority serving dollars, with specific guidelines for spending. A funding overview was presented, including funds received, how funds were spent, and what funding has not yet been received. Funds went toward items including student tuition waivers, hazard pay for essential personnel, PPE and cleaning, online proctoring, and academic technology needs. Relief funds were distributed to over 3,200 students in need.

President Moore reported that New Student Orientation has started again in-person. She encouraged all to support and raise money for students by attending and bringing a guest to this year's Foundation Golf Outing on August 25.

CHAIRMAN'S REPORT

Chairman Mark Stephens discussed the State of Illinois budget, noting that even though press are reporting the state backlog down to a reasonable amount, there are still significant problems. He encouraged support of enrollment efforts as crucial to the College.

Chairman Stephens announced that with the State lifting pandemic restrictions, this is the last Board meeting that will take place using a teleconference.

NEW BUSINESS

ACTION EXHIBITS

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

- 16607 Budget Transfers**
- 16608 Approval of Fiscal Year 2022 Tentative Budget**
- 16609 Pitney Bowes Service Agreement**
- 16610 Professional Services Agreement Extension with Dorgan, Butcher & Phelps, LLC**
Mr. Stephens commented that he will not be voting on item 16610.
- 16611 FY 23 RAMP Report**
- 16612 American Digital – Purchase of Network Hardware**
- 16613 Blackboard Application Maintenance Renewal**
- 16614 CDW Government – Purchase of Computer Software and Peripherals**
- 16615 Heartland Business Systems – Purchase of Computer Hardware, Software, and Peripherals**
- 16616 Heartland – Palo Alto Firewall Purchase**
- 16617 Agreement with Shaker Recruitment, Advertising, and Communications FY 22**
- 16618 Renewal of Service Agreement with PeopleAdmin, Inc.**
- 16619 Hourly Employee Wage Increase**
- 16620 Agreement with Hibu**
- 16621 Agreement with Pandora Radio**
- 16622 Agreement with Univision Communications Inc.**
- 16623 Change of Course Fees for Inclusive Access Courses**
- 16624 Agreement with OSF Healthcare System**
- 16625 Agreement with Amita Alexian Brothers Medical Center**
- 16626 Agreement with RML Specialty Hospital**
- 16627 Titles for Library Removal/Weeding**
- 16628 Purchase of 3,000 Wireless Earbuds from 4imprint**
- 16629 Curriculum Committee Recommendations**

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

Roll Call Vote:

- Affirmative: Ms. Hernandez, Mr. Jennings, Mr. Johnson, Mr. Regan, Ms. Viverito,
Mr. Stephens on all items except 16610 on which he did not vote.
Absent: Mrs. Potter, Ms. Sanchez.

Motion carried 6-0 on all Action Exhibits except item 16610 which carried 5-0.

PURCHASING SCHEDULES

B43.14 Catering Services – Child Development Center

Ms. Viverito made a motion to approve the Purchasing Schedule, seconded by Mr. Regan.

Roll Call Vote:

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

Motion carried 6-0.

BILLS AND INVOICES

Mr. Regan made a motion, seconded by Mr. Johnson, to pay the Bills and Invoices in the amount of \$715,882.68.

Roll Call Vote:

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

Motion carried 6-0.

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. Johnson.

Roll Call Vote:

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

Motion carried 6-0. The Board went into Closed Session at 7:47 p.m.

RETURN TO OPEN SESSION

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

Roll Call Vote:

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

Absent: Mrs. Potter, Ms. Sanchez.

Motion carried 6-0. The Board returned to Open Session at 8:18 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

Mr. Regan made a motion, seconded by Mr. Johnson, to approve page 1 of the Human Resources Report, items 1.1.01 through 1.5.01.

Roll Call Vote:

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

Absent: Mrs. Potter, Ms. Sanchez.

Motion carried 6-0.

2.0 Adjunct Faculty

Ms. Viverito made a motion, seconded by Mr. Regan, to approve pages 2 through 4 of the Human Resources Report, items 2.1.01 through 2.9.01.

Roll Call Vote:

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

Absent: Mrs. Potter, Ms. Sanchez.

Motion carried 6-0.

3.0 Administration

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve pages 5 through 8 of the Human Resource Report, items 3.1.01 through 3.2.01.

Roll Call Vote:

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

Absent: Mrs. Potter, Ms. Sanchez.

Motion carried 6-0.

4.0 Classified, Police & Engineers

Ms. Viverito made a motion, seconded by Mr. Regan, to approve pages 9 through 10 of the Human Resources Report, items 4.1.01 through 4.4.02.

Roll Call Vote:

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

Motion carried 6-0.

5.0 Mid-Management

Ms. Viverito made a motion, seconded by Mr. Regan, to approve page 11 of the Human Resources Report, items 5.1.01 through 5.3.01.

Roll Call Vote:

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

Motion carried 6-0.

6.0 Hourly Employees

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve pages 12 through 13 of the Human Resources Report, items 6.1.01 through 6.3.01.

Roll Call Vote:

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

Motion carried 6-0.

7.0 Other

Ms. Viverito made a motion, seconded by Mr. Johnson, to approved pages 14 through 19 of the Human Resources Report, items 7.1.01 through 7.5.29.

Roll Call Vote:

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

Motion carried 6-0.

ADJOURNMENT

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

Roll Call Vote:

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

Absent: Mrs. Potter, Ms. Sanchez.

Motion carried 6-0. Chairman Stephens adjourned the meeting at 8:22 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 July 20, 2021

ACTION EXHIBIT NO. 16630

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 6/1/21 to 6/30/21**

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
RESTRICTED FUND					
1	Perkins Business/Technology	06-10205003-520900000	Perkins Business/Technology	06-10205003-520900000	\$ 1,358.39
2	Perkins Business/Technology	06-10205003-530900010	Perkins Business/Technology	06-10205003-540100210	200.00
3	Perkins Business/Technology	06-10205003-580600005	Perkins Business/Technology	06-10205003-540100210	117.50
4	Perkins Business/Technology	06-10205003-580600010	Perkins Business/Technology	06-10205003-540100210	283.00
5	STN-PERKINS-Health Career	06-10405003-580600005	STN-PERKINS-Health Career	06-10405003-540900505	806.42
6	Westlake6	06-10405013-540200010	Westlake6	06-10405013-590900000	200.00
7	Westlake6	06-10405013-550100005	Westlake6	06-10405013-590900000	920.00
8	Westlake6	06-10405013-590900010	Westlake6	06-10405013-540100240	447.00
9	AES-ADULT ED. STATE	06-10605002-530900030	AES-ADULT ED. STATE	06-10605002-540100210	9,500.00
10	AES-ADULT ED. STATE	06-10605002-590200000	AES-ADULT ED. STATE	06-10605002-540100210	7,000.00
11	AEF-ADULT ED - FEDERAL	06-10605005-530900010	AEF-ADULT ED - FEDERAL	06-10605005-540100210	10,000.00
12	AEF-ADULT ED - FEDERAL	06-10605005-550100005	AEF-ADULT ED - FEDERAL	06-10605005-540100210	7,000.00
13	AEF-ADULT ED - FEDERAL	06-10605005-550200005	AEF-ADULT ED - FEDERAL	06-10605005-540100210	1,000.00
14	AEF-ADULT ED - FEDERAL	06-10605005-590900010	AEF-ADULT ED - FEDERAL	06-10605005-540100210	5,000.00
15	Perkins Coordinator	06-20805008-510300030	Perkins Business/Technology	06-10205003-550100005	362.98
16	TitleV Yr3 10/01/20 - 09/30/21	06-30205015-510300210	TitleV Yr3 10/01/20 - 09/30/21	06-30205015-550100005	1,550.00
17	ICCB Workforce Equity Initiative	06-30905008-520100405	ICCB Workforce Equity Initiative	06-30905008-510100005	320.41
18	ICCB Workforce Equity Initiative	06-30905008-520500005	ICCB Workforce Equity Initiative	06-30905008-510100005	1,365.74
19	ICCB Workforce Equity Initiative	06-30905008-520900000	ICCB Workforce Equity Initiative	06-30905008-510100005	486.67
20	ICCB Workforce Equity Initiative	06-30905008-530900010	ICCB Workforce Equity Initiative	06-30905008-540900505	16,144.43
21	ICCB Workforce Equity Initiative	06-30905008-530900010	ICCB Workforce Equity Initiative	06-30905008-580600005	7,398.87
22	ICCB Workforce Equity Initiative	06-30905008-590200000	ICCB Workforce Equity Initiative	06-30905008-510100005	1,470.46
23	ICCB Workforce Equity Initiative	06-30905008-590200000	ICCB Workforce Equity Initiative	06-30905008-510200005	5,701.82
24	ICCB Workforce Equity Initiative	06-30905008-590900088	ICCB Workforce Equity Initiative	06-30905008-580600005	2,849.13
25	State Retired Volunteer	06-40405005-540900505	State Retired Volunteer	06-40405005-550900005	203.64
26	State Retired Volunteer	06-40405005-540900505	State Retired Volunteer	06-40405005-560500005	20.60
TOTAL RESTRICTED FUND					\$ 81,707.06
TOTAL PROPOSED BUDGET TRANSFERS					\$ 81,707.06

Budget Transfer Form

Dollar Amount \$1,358.39

From what Budget Account 06 - 10205003 - 520900000 Object Code Description Perkins B&T/Other Employee Benefit

To what Budget Account 06 - 10205003 - 510200005 Object Code Description Perkins B&T/Professional/Tech-Full-Time

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

Grant Accountant? David Rodriguez Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
The Retention Specialist was hired late in the fiscal year and will not expend all the dollars of its fringe budget. This is allowable under the Perkins approved plan and guidelines.

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

The extra funds of \$1,358.39 will be add to salary line 06-10205003-510200005 to help cover the cost of Perkins related work. This is allowable under the Perkins approved plan and guidelines.

Required Signatures

Requestor Jennifer Davidson 6/3/2021

Cost Center Manager Jennifer Davidson 6/3/2021

Associate Dean (If Applicable) _____

Dean (If Applicable) Jennifer Davidson 6/3/2021

Associate Vice President Paul Jensen 6/3/2021

Area Vice President Susan Campos 6/3/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: DR JUN 07 2021

Asst. Director of Finance [Signature]

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 6/8/21

Entered by: BS737 DS 6/9/21

Budget Transfer Form

Dollar Amount \$200

From what Budget Account 06 - 10205003 - 530900010 Object Code Description Perkins Bus&Tech: Other Contractual

To what Budget Account 06 - 10205003 - 540100210 Object Code Description Perkins Bus&Tech: Instructional Supplies

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

Grant Accountant? David Rodriguez Include Attachments: Yes No

Rationale:

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

The HIA Department only proctored two ServeSafe exams instead of three during FY21 so these funds remain unspent (\$200).

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

These extra funds can be used for additional approved instructional supplies. This is an allowable under the Perkins Grant guidelines and approved plan.

Required Signatures

Requestor Jennifer Davidson 6/16/2021

Cost Center Manager Jennifer Davidson 6/16/2021

Associate Dean (If Applicable) _____

Dean (If Applicable) Jennifer Davidson 6/16/2021

Associate Vice President Paul Jensen 6/16/2021

Area Vice President Susan Campos 6/16/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: DR JUN 17 2021

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 6/21/21

Entered by: [Signature] 75-5757

Budget Transfer Form

Dollar Amount \$117.50

From what Budget Account 06 10205003 580600005 **Object Code Description** Perkins Bus&Tech: Equipment - Instr >5

To what Budget Account 06 10205003 540100210 **Object Code Description** Perkins Bus&Tech: Instructional Supplies

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

Grant Accountant? David Rodriguez Include Attachments: Yes No

Rationale:

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

The labor costs for installation of the Mustang Chassis Dynamometer came in under budget.

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

These extra funds can be used for additional approved instructional supplies. This is an allowable under the Perkins Grant guidelines and approved plan.

Required Signatures

Requestor DocuSigned by: Jennifer Davidson 6/16/2021
1EE740091D3C46E...

Cost Center Manager DocuSigned by: Jennifer Davidson 6/16/2021
1EE740091D3C46E...

Associate Dean (if Applicable) _____

Dean (if Applicable) DocuSigned by: Jennifer Davidson 6/16/2021
1EE740091D3C46E...

Associate Vice President DocuSigned by: Paul Jensen 6/16/2021
1E5C000010740E...

Area Vice President DocuSigned by: Susan Campos 6/16/2021
FC3A251F804T400...

BUSINESS OFFICE APPROVALS

Grant Accountant: DR JUN 17 2021

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

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

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

Entered by: TS 5755

Budget Transfer Form

Dollar Amount \$283

From what Budget Account 06 - 10205003 - 580600010

Object Code Description
Perkins Bus/Tech:Equipment Instructional

To what Budget Account 06 - 10205003 - 540100210

Perkins Bus/Tech:Instructional Supplies

Is this a Grant?
Yes No

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

Grant Accountant? David Rodriguez

Include Attachments: Yes No

Rationale:

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

The purchase of the FLIR camera system, hardware and software for automotive (V0149523) came in under budget at \$8,467.

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

These extra funds of \$283 can be moved and used for additional approved instructional supplies. This is an allowable under the Perkins Grant guidelines and approved plan.

Required Signatures

Requestor Jennifer Davidson 6/3/2021
DocuSigned by: 1EE740088D3C46E

Cost Center Manager Jennifer Davidson 6/3/2021
DocuSigned by: 1EE740088D3C46E

Associate Dean (If Applicable) _____

Dean (If Applicable) Jennifer Davidson 6/3/2021
DocuSigned by: 1EE740088D3C46E

Associate Vice President Paul Jensen 6/3/2021
DocuSigned by: 815C088B1B74DE

Area Vice President Susan Campos 6/3/2021
DocuSigned by: FC3A351F8B4495

BUSINESS OFFICE APPROVALS

Grant Accountant: DR JUN 03 2021

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 6/8/21

Entered by: B5736 DS 6/9/21

Budget Transfer Form

Dollar Amount

\$806.42

From what Budget Account

06 10405003 580600005

Object Code Description

Equipment - Instructional >5K

To what Budget Account

06 10405003 540900505

Other Materials & Supplies

Is this a Grant?
 Yes No

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

Grant Accountant? David Rodriguez

Include Attachments: Yes No

Rationale:

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

The funds are no longer needed in the Health Careers Perkins budget this fiscal year as everything approved in the grant budget has been purchased.

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

Funds are needed in the Other materials and supplies line to accommodate VIC supplies purchases that are approved in the Perkins grant budget. This transfer is allowable per grant guidelines.

Required Signatures

Requestor

DocuSigned by: Raquel Cotuno 6/23/2021

Cost Center Manager

DocuSigned by: Pamela Harmon 6/23/2021

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by: Pamela Harmon 6/23/2021

Associate Vice President

DocuSigned by: Paul Jensen 6/23/2021

Area Vice President

DocuSigned by: Susan Marie Campos 6/24/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: DR JUN 28 2021

Asst. Director of Finance

Exec. Director of Finance:

Exec. Dir. of Bus. Operations:

VP of Business Services:

Entered by:

B-5765

Budget Transfer Form

Dollar Amount \$200

From what Budget Account 06 10405013 540200010 Object Code Description Copier Charge

To what Budget Account 06 10405013 590900000 Other Expenditures

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? Elizabeth Zydron Include Attachments: Yes No

Rationale:
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 \$200 of the funds in "Copier Charge" budget line will not be expended before June 30, 2021 because during the pandemic most materials were utilized online.

Explain specifically why additional funds are needed in the receiving account:
 Since the grant is serving 50% more students than required in the grant, funds are needed in "Other Expenditure" line to cover exam fees that Westlake Scholarship Program's students need to transition to 4-year programs. This is an allowable transfer under the guidelines of the Westlake Scholarship Grant.

Required Signatures

Requestor Sarah Garjano 6/7/2021

Cost Center Manager Jaqueline Lynch 6/9/2021

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Paul Jensen 6/9/2021

Area Vice President Susan Campos 6/9/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zydron 6/15/21

Asst. Director of Finance: _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 6/15/21

Entered by: BS747DS 6/16/21

Budget Transfer Form

Dollar Amount \$920.00

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

To what Budget Account 06 - 10405013 - 590900000 Other Expenditures

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? Elizabeth Zydron Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 \$920 of the funds in "Meeting Expenses" budget line will not be expended before June 30, 2021 because of the pandemic.

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

Since the grant is serving 50% more students than required in the grant, funds are needed in "Other Expenditure" line to cover exam fees that Westlake Scholarship Program's students need to transition to 4-year programs. This is an allowable transfer under the guidelines of the Westlake Scholarship Grant.

Required Signatures

Requestor Sarah Gaziano 5/26/2021

Cost Center Manager Jacqueline Lynch 5/26/2021

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President Paul Jensen 6/2/2021

Area Vice President Susan Campos 6/2/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zydron 6/3/21

Asst. Director of Finance _____

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 6/3/21

Entered by: B5723 DS 6/3/21

Budget Transfer Form

Dollar Amount \$447.00

From what Budget Account 06 10405013 590900010 Object Code Description Child Care

To what Budget Account 06 10405013 540100240 Student Supplies

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

Grant Accountant? Elizabeth Zydron Include Attachments: Yes No

Rationale:
Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
\$447 of the funds in "Child Care" budget line will not be expended before June 30, 2021; this budget line has already covered fees to pay for child care services during this Fiscal Year, 2021.

Explain specifically why additional funds are needed in the receiving account:
Since the grant is serving 50% more students than required in the grant, additional funds are needed in "Student Supplies" line to cover study materials for students taking Summer classes. This is an allowable transfer under the guidelines of the Westlake Scholarship Grant.

Required Signatures

Requestor Sarah Garjano 5/26/2021

Cost Center Manager Jacqueline Lynch 5/26/2021

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President Paul Jensen 6/2/2021

Area Vice President Susan Campos 6/2/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: Elizabeth Zydron 6/3/21

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: _____ 6/3/21

Entered by: B5721 DS 6/3/21

Budget Transfer Form

Dollar Amount \$ 9,500.00

				Object Code Description
From what Budget Account	06	10605002	530900030	Other contr-Improv of Instr
To what Budget Account	06	10605002	540100210	Instructional Supplies

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

Grant Accountant? Susan Zefeldt Include Attachments: Yes No

Rationale:

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

Because spending in other lines is directly related to what is spent in "direct instruction", purchasing from AE grants was halted in March. The result is \$10,000 remains in "other Contr-Improv of Instr" and it will not be expended by June 30th. These funds are needed to purchase online curriculum for ESL and GED classes

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

Funds (\$10,000.00) are needed in the "Instructional Supplies" line to purchase online curriculum for ESL and GED classes. A budget modification was approved by ICCB the first week of June. This is an allowable transfer under the guideline of the AES Adult ED State Grant.

Required Signatures

Requestor	<u>DocuSigned by: Benita Jorge</u>	6/8/2021
Cost Center Manager	<u>DocuSigned by: Jacqueline Lynch</u>	6/8/2021
Associate Dean (If Applicable)		
Dean (If Applicable)	<u>DocuSigned by: Jacqueline Lynch</u>	6/8/2021
Associate Vice President	<u>DocuSigned by: Paul Jensen</u>	6/8/2021
Area Vice President	<u>DocuSigned by: Susan Campos</u>	6/10/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: SZ 6.14.2021
 Asst. Director of Finance: [Signature]
 Exec. Director of Finance: [Signature]
 Exec. Dir. of Bus. Operations: [Signature]
 VP of Business Services: [Signature] 6/15/21

Entered by: BS750DS 6/16/21

Budget Transfer Form

Dollar Amount \$7000.00

From what Budget Account 06 - 10605002 - 590200000 Object Code Description Student Grants and Scholarships

To what Budget Account 06 - 10605002 - 540100210 Instructional Supplies

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

Grant Accountant? Susan Zefeldt Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Enrollment in IET programs was lower than anticipated in FY 21. \$7,000.00 of the funds in the "Student Grants and Scholarships" Budget line will not be expended by June 30th. These funds are needed to purchase instructional materials for adult ed HyFlex classes

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

Funds (\$7000.00) are needed in the "Instructional Supplies" line to purchase OWLs for ESL and GED classes. A budget modification was approved by ICCB the first week of June. This is an allowable transfer under the guideline of the AES Adult ED State Grant.

Required Signatures

Requestor DocuSigned by: *Bruna Jorge* 6/8/2021
654E818A380402...

Cost Center Manager DocuSigned by: *Jacqueline Lynch* 6/8/2021
F30A918CD2F64AD...

Associate Dean (If Applicable)

Dean (If Applicable) DocuSigned by: *Jacqueline Lynch* 6/8/2021
F30A918CD2F64AD...

Associate Vice President DocuSigned by: *Paul Jensen* 6/9/2021
815C02981074DE...

Area Vice President DocuSigned by: *Susan Campos* 6/9/2021
FL3A51F8641495...

BUSINESS OFFICE APPROVALS

Grant Accountant: _____ *[Signature]*

Asst. Director of Finance: _____ *[Signature]*

Exec. Director of Finance: _____ *[Signature]*

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

VP of Business Services: _____ *[Signature]*

Entered by: B5739 DS 6/14/21

Budget Transfer Form

Dollar Amount \$10,000.00

From what Budget Account 06 10605005 530900010 Object Code Description Other Contractual Services

To what Budget Account 06 10605005 540100210 Instructional Supplies

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

Grant Accountant? Susan Zefeldt Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 The Spanish GED consultant was hired as an adjunct faculty which eliminated the need for the \$10,000 in the "Other Contractual Services" line. These funds are now needed to cover direct instruction costs

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

Funds (\$10,000.00) are needed in the "Instructional Supplies" budget line to cover instructional costs. A budget modification was approved by ICCB the first week of June. This is an allowable transfer under the guideline of the AES Adult ED State Grant.

Required Signatures

Requestor DocuSigned by: Benita Jorge 6/8/2021
854EE019A360409...

Cost Center Manager DocuSigned by: Jacqueline Lynch 6/8/2021
F20A918CD2F64AD...

Associate Dean (If Applicable) _____

Dean (If Applicable) DocuSigned by: Jacqueline Lynch 6/8/2021
F20A918CD2F64AD...

Associate Vice President DocuSigned by: Paul Jensen 6/9/2021
B15C006BB1074DE...

Area Vice President DocuSigned by: Susan Campos 6/9/2021
F03A451F8641495...

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 6/14/21

Entered by: B5740 DS 6/14/21

Budget Transfer Form

Dollar Amount	<u>\$7,000.00</u>	
From what Budget Account	<u>06 10605005 550100005</u>	Object Code Description <u>Meeting Expense</u>
To what Budget Account	<u>06 10605005 540100210</u>	<u>Instructional Supplies</u>
Is this a Grant? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	*If you are submitting a grant transfer, the following statement must appear in the Rationale: "This is an allowable transfer under the (name of grant) guidelines"	
Grant Accountant? Susan Zefeldt	Include Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Because spending in other lines is directly related to what is spent in "direct instruction", purchasing from AE grants was halted in March. As a result, \$7,000 remains in "Meeting Expense" and it will not be expended by June 30th. These funds are needed to cover direct instruction costs.




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

Funds (\$7,000) are needed in the "Instruction Supplies" line to cover the cost of direct instruction. A budget modification was approved by ICCB the first week of June. This is an allowable transfer under the guidelines of the AEF Adult ED Federal Grant.

Required Signatures

Requestor	<small>DocuSigned by:</small> <u>Sarah Gaziano</u>	<u>6/8/2021</u>
Cost Center Manager	<small>DocuSigned by:</small> <u>Jacqueline Lynch</u>	<u>6/8/2021</u>
Associate Dean (If Applicable)	_____	
Dean (If Applicable)	_____	
Associate Vice President	<small>DocuSigned by:</small> <u>Paul Jensen</u>	<u>6/9/2021</u>
Area Vice President	<small>DocuSigned by:</small> <u>Susan Campos</u>	<u>6/9/2021</u>

BUSINESS OFFICE APPROVALS

Grant Accountant:	_____
Asst. Director of Finance:	<u></u>
Exec. Director of Finance:	_____
Exec. Dir. of Bus. Operations:	<u></u>
VP of Business Services:	<u> 6/14/21</u>

Entered by: B5744DS 6/14/21

Budget Transfer Form

Dollar Amount \$1,000.00

From what Budget Account 06 10605005 550200005 Object Code Description Travel - In State

To what Budget Account 06 10605005 540100210 Instructional Supplies

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

Grant Accountant? Susan Zefeldt Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Because spending in other lines is directly related to what is spent in "direct instruction", purchasing from AE grants was halted in March. As a result, \$1,000 remains in "Travel - In State" and it will not be expended by June 30th. These funds are needed to cover direct instruction costs.

Explain specifically why additional funds are needed in the receiving account:
 Funds (\$1,000) are needed in the "Instruction Supplies" line to cover the cost of direct instruction. A budget modification was approved by ICCB the first week of June. This is an allowable transfer under the guidelines of the AEF Adult ED Federal Grant.

Required Signatures

Requestor Sarah Gaziano 6/8/2021
DocuSigned by: 496DA8C9959F401

Cost Center Manager Jacqueline Lynch 6/8/2021
DocuSigned by: F30A918C02F64AD

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Paul Jensen 6/9/2021
DocuSigned by: 815C698B01074DE

Area Vice President Susan Campos 6/9/2021
DocuSigned by: FC3A351F8841495

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 6/14/21

Entered by: B5745 D S 6/14/21

Budget Transfer Form

Dollar Amount \$5,000.00

From what Budget Account 06 10605005 590900010 Object Code Description Child Care

To what Budget Account 06 10605005 540100210 Instructional Supplies

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

Grant Accountant? Susan Zefeldt Include Attachments: Yes No

Rationale:
Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
In FY21, adult ed students did not request help with childcare costs. As a result, \$5,000 remains in "Child Care" and it will not be expended by June 30th. These funds are needed to cover direct instruction costs.

Explain specifically why additional funds are needed in the receiving account:
Funds (\$5,000) are needed in the "Instruction Supplies" line to cover the cost of direct instruction. A budget modification was approved by ICCB the first week of June. This is an allowable transfer under the guidelines of the AEF Adult ED Federal Grant.

Required Signatures

Requestor Sarah Gaziano 6/8/2021
DocuSigned by: 465DA80989F491...

Cost Center Manager Jacqueline Lynch 6/9/2021
DocuSigned by: F30A918CD2FBAD...

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President Paul Jensen 6/10/2021
DocuSigned by: 1B0C08819740E...

Area Vice President Susan Campos 6/10/2021
DocuSigned by: F03A451F8541495...

BUSINESS OFFICE APPROVALS

Grant Accountant: SZ 6.14.2021

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 6/15/21

Entered by: BS748 DS 6/16/21

Budget Transfer Form

Dollar Amount \$362.98

From what Budget Account 06 20805008 510300030 Object Code Description AVP: FT Extra Duty Non-chair/Coord

To what Budget Account 06 10205003 550100005 Perkins Bus/Tech: Meeting Expenses

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

Grant Accountant? David Rodriguez Include Attachments: Yes No

Rationale:

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

The full-time ENT coordinator was unable to complete the ICCB Program of Study approval process project as listed in the modified Perkins plan.

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

A three-day AWS training was provided for ENT faculty in May as part of the approved Perkins plan. More ENT faculty were able to participate in the training than initially planned and ENT full-time faculty certifications can be covered through this available Perkins funding instead of Professional Development Meeting Expense line from the College's Engineering Technology budget. This is an allowable expense reimbursement under the Perkins Grant guidelines and approved plan.

Required Signatures

Requestor Jennifer Davidson 6/9/2021

Cost Center Manager Jennifer Davidson 6/9/2021

Associate Dean (If Applicable) _____

Dean (If Applicable) Jennifer Davidson 6/9/2021

Associate Vice President Paul Jensen 6/9/2021

Area Vice President Susan Campos 6/10/2021

BUSINESS OFFICE APPROVALS

JUN 17 2021

Grant Accountant: [Signature]

Asst. Director of Finance: [Signature]

Exec. Director of Finance: _____

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

VP of Business Services: [Signature] 6/21/21

Entered by: [Signature] 13-5753

Budget Transfer Form

Dollar Amount \$1,550.00

From what Budget Account 06 30205015 510300210 **Object Code Description** Title V Yr3 : PartTime Stipend or Extra Duty

To what Budget Account 06 30205015 550100005 **Object Code Description** Title V Yr3 : Meeting expenses

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

Grant Accountant? Gerardo Porras-Nava **Include Attachments:** Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Funds from the "Title V Yr3 10/01/20 - 09/30/21 : Part Time Stipend or Extra Duty" budget line are needed to open a new budget line for the Learning Specialist's PD need (online training). This is an allowable transfer under the Title V guidelines.

Explain specifically why additional funds are needed in the receiving account:
 Extra funds (\$1,550) are requested in order to open a new Title V Year 3 "Meeting expenses" budget line to support the PD need of the Learning Specialist, so that she will be more equipped to support the online aspects of Title V co-req, and embedded tutoring programs.

Required Signatures

Requestor	<small>DocuSigned by:</small> <u>Danielle Stephens</u>	5/27/2021
Cost Center Manager	<small>DocuSigned by:</small> <u>Gerardo Porras-Nava</u>	5/27/2021
Associate Dean (if Applicable)	<small>DocuSigned by:</small> <u>Ric Segovia</u>	6/1/2021
Dean (if Applicable)	<small>DocuSigned by:</small> <u>Wei Li</u>	6/2/2021
Associate Vice President	<small>DocuSigned by:</small> <u>Paul Jensen</u>	6/2/2021
Area Vice President	<small>DocuSigned by:</small> <u>Susan Campos</u>	6/2/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance: _____

Exec. Director of Finance: _____

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

VP of Business Services: [Signature]

Entered by: B5722 DS 6/3/21

Budget Transfer Form

Dollar Amount \$320.41

From what Budget Account 06 30905008 520100405 **Object Code Description** Group Life

To what Budget Account 06 30905008 510100005 **Administrative**

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? Elizabeth Zydron **Include Attachments:** Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Group life funds were estimated based upon start dates of employees. Remaining amounts represent an overage in original estimation.

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

Salary budget line is overdrawn due to changes in the WEI I grant cycle time line due to COVID 19. Funds are needed to balance the budget line. This transfer is allowable per grant guidelines and approved budget modification. The change in the budget is approved by grant agency (ICCB).

Required Signatures

Requestor Lee M. Jackson 6/3/2021

Cost Center Manager Lee M. Jackson 6/3/2021

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Paul Jensen 6/3/2021

Area Vice President Susan Campos 6/3/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: Elizabeth Zydron 6/3/21

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 6/3/21

Entered by: B5731 D56/7/21

Budget Transfer Form

Dollar Amount \$1365.74

From what Budget Account	06	30905008	520500005	Object Code Description Medicare
To what Budget Account	06	30905008	510100005	Administrative

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? Elizabeth Zydron Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Medicare costs for the program were estimated during the original budgeting process. Funds remaining represent the overage in that estimation and are no longer needed.

Explain specifically why additional funds are needed in the receiving account:
 Salary lines were underestimated given the changes in the WEI I grant cycle timeline due to COVID 19. Funds are needed to balance budget before the end of the grant 1 cycle.
 The change in the budget is approved by grant agency (ICCB).

Required Signatures

Requestor	<u>Lee M. Jackson</u>	6/3/2021
Cost Center Manager	<u>Lee M. Jackson</u>	6/3/2021
Associate Dean (if Applicable)	_____	
Dean (if Applicable)	_____	
Associate Vice President	<u>Paul Jensen</u>	6/3/2021
Area Vice President	<u>Susan Campos</u>	6/3/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zydron 6/3/21

Asst. Director of Finance: _____

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 6/3/21

Entered by: B5728056/7/21

Budget Transfer Form

Dollar Amount

\$486.67

From what Budget Account

06 30905008 520900000

Object Code Description

Other Employee Benefits

To what Budget Account

06 30905008 510100005

Administrative

DS
RL

Is this a Grant?

Yes [X] No []

*If you are submitting a grant transfer, the following statement must appear in the Rationale:

"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Elizabeth Zydron

Include Attachments: Yes [] No [X]

Rationale:

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

Other employee benefits amounts were overestimated during the original grant budgeting process. Funds have been expended and remaining funds represent the overage in the original estimation.

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

Salaries were overdrawn due to the changes and extension of the WEI I grant cycle due to COVID 19. Funds are needed to address the overage and balance budget before the close of the grant cycle window.

The change in the budget is approved by grant agency (ICCB).

Required Signatures

Requestor

DocuSigned by: Lee M. Jackson 6/3/2021

Cost Center Manager

DocuSigned by: Lee M. Jackson 6/3/2021

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by: Paul Jensen 6/3/2021

Area Vice President

DocuSigned by: Susan Campos 6/3/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: 6/3/21 E Zydron

Asst. Director of Finance

Exec. Director of Finance:

M

Exec. Dir. of Bus. Operations:

OK

Entered by: B5727 DS 6/7/21

VP of Business Services: [Signature] 6/3/21

Budget Transfer Form

Dollar Amount

\$16144.43

From what Budget Account

06 30905008 530900010

Object Code Description

Other Contractual

To what Budget Account

06 30905008 540900505

Other Materials

OS
RC

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

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

Grant Accountant? Elizabeth Zytron

Include Attachments: Yes [] No [X]

Rationale:

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

Funds in the budget line are no longer needed given the costs for services came in underbid and are now completed.

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

Funds are needed to purchase items for the automotive and welding programs (jacks, cranes & TIG hoses) per the latest ICCB approved budget modification and plan to expend funds by the end of the grant cycle of 6/30/21.

The change in the budget is approved by grant agency (ICCB).

Required Signatures

Requestor

DocuSigned by: Lee M. Jackson 6/3/2021

Cost Center Manager

DocuSigned by: Lee M. Jackson 6/3/2021

Associate Dean (if Applicable)

Dean (if Applicable)

Associate Vice President

DocuSigned by: Paul Jensen 6/3/2021

Area Vice President

DocuSigned by: Susan Campos 6/3/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zytron 6/3/21

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 6/3/21

Entered by: B5724 DS 6/7/21

Budget Transfer Form

Dollar Amount \$7398.87

From what Budget Account 06 30905008 530900010 **Object Code Description** Other Contractual

To what Budget Account 06 30905008 580600005 **Object Code Description** Equipment 5K>

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? Elizabeth Zydron **Include Attachments:** Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
Funds in the contractual line are remaining due to the completion of the welding lab renovations that came in under bid. Remaining funds represent the amount left over given the completion of the work.

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

Funds are needed to purchase equipment for the automotive program (crane) given the ICCB approved budget modification given the closeout the WEI grant cycle 1 funding of 6/30/21. this is allowable per grant guidelines.
The change in the budget is approved by grant agency (ICCB).

Required Signatures

Requestor Lee M. Jackson 6/3/2021

Cost Center Manager Lee M. Jackson 6/3/2021

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Paul Jensen 6/3/2021

Area Vice President Susan Campos 6/3/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zydron 6/3/21

Asst. Director of Finance _____

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 6/3/21

Entered by: B5725 DS 6/7/21

Budget Transfer Form

Dollar Amount \$1470.46

From what Budget Account 06 30905008 590200000 Object Code Description Student Grants

To what Budget Account 06 30905008 510100005 Administrative

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? Elizabeth Zydron Include Attachments: Yes No

Rationale:
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Student tuition has been expended for WEI I cycle students. Remaining funds represent overage in estimation of cost for students.

Explain specifically why additional funds are needed in the receiving account:
 Salary account is overdrawn due to changes in the WEI I grant cycle due to COVID-19. Funds to cover overages needed to balance budget given the close of cycle I grant funding. This transfer is allowable per grant guidelines and approved budget modification. The change in the budget is approved by grant agency (ICCB).

Required Signatures

Requestor Lee M. Jackson 6/3/2021

Cost Center Manager Lee M. Jackson 6/3/2021

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President Paul Jensen 6/3/2021

Area Vice President Susan Campos 6/3/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zydron 6/3/21

Asst. Director of Finance _____

Exec. Director of Finance: AP

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 6/3/21

Entered by: B5729 D56 6/7/21

Budget Transfer Form

Dollar Amount \$5701.82

From what Budget Account 06 30905008 590200000 Object Code Description Student Grants

To what Budget Account 06 30905008 510200005 Professional/Tech - Full-Time

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? Elizabeth Zydron Include Attachments: Yes No

Rationale:
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 The funds being transferred are no longer needed as all students in WEI I have had their tuition costs covered as outlined in the grants MOU.

Explain specifically why additional funds are needed in the receiving account:
 The funds are needed to cover salary costs that were over spent due to grant timeline adjustments and the extension given due to the impact of COVID 19 and the WEI I grant cycle update.
 The change in the budget is approved by grant agency and allowable per grant guidelines (ICCB).

Required Signatures

Requestor Lee M. Jackson 6/2/2021

Cost Center Manager Lee M. Jackson 6/3/2021

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President Paul Jensen 6/3/2021

Area Vice President Susan Campos 6/3/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zydron 6/3/21

Asst. Director of Finance _____

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 6/2/21

Entered by: B5730 DS 6/7/21

Budget Transfer Form

Dollar Amount

\$2849.13

From what Budget Account

06 30905008 590900088

Object Code Description

Indirect Cost Reimbursement

To what Budget Account

06 30905008 580600005

Equipment 5K>

DS
 RC

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? Elizabeth Zydron

Include Attachments: Yes No

Rationale:

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

Funds in this line are no longer needed given the grant cycle window is near its end date of 6/30/21

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

Funds are needed to support the budget modification and purchase plan approve by ICCB to expend all WEI I grant funds by the close of the grant cycle window.

The change in the budget is approved by grant agency (ICCB).

Required Signatures

Requestor

DocuSigned by: Lee M. Jackson 6/3/2021
90FA000552304AA

Cost Center Manager

DocuSigned by: Lee M. Jackson 6/3/2021
30FA000552304AA

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by: Paul Jensen 6/3/2021
815C000881074DE

Area Vice President

DocuSigned by: Susan Campos 6/3/2021
FC3A451F881495

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zydron 6/3/21

Asst. Director of Finance _____

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 6/3/21

Entered by: B5726DS 6/7/21

Budget Transfer Form

Dollar Amount \$203.64

			Object Code Description
From what Budget Account	06	40405005	540900505 Other Materials and Supplies
To what Budget Account	06	40405005	550900005 Volunteer Travel and Mileage Reimbursement

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

Grant Accountant? David Rodriguez Include Attachments: Yes No

Rationale:

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

The expense reimbursement will permit RSVP to expand current monies available in Other Material and Supplies line items and is needed for the Reimbursement for Volunteer Travel and Mileage Reimbursements.

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

The amount is needed for Volunteer Travel and Mileage reimbursements. The budget transfer is due to year end closing of IDOA grant expenditure through grant guideline.

Required Signatures

Requestor	<small>DocuSigned by:</small> <u>Minerva McLaren</u>	6/16/2021
Cost Center Manager	<small>DocuSigned by:</small> <u>Minerva McLaren</u>	6/16/2021
Associate Dean (if Applicable)	<small>DocuSigned by:</small> <u>Katie Kullo</u>	6/16/2021
Dean (if Applicable)	_____	
Associate Vice President	<small>DocuSigned by:</small> <u>Paul Jensen</u>	6/16/2021
Area Vice President	<small>DocuSigned by:</small> <u>Susan Campos</u>	6/16/2021

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature] JUN 17 2021

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature]

Entered by: [Signature] 5756

Budget Transfer Form

Dollar Amount \$20.60

From what Budget Account 06 40405005 540900505 Object Code Description Other Materials \$ Supplies

To what Budget Account 06 40405005 560500005 General Insurance

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

Grant Accountant? David Rodriguez Include Attachments: Yes No

Rationale:
Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 The expense reimbursement will permit RSVP to expend current monies available in Other Material & supplies line items and is needed for the General Insurance, due to increase of insurance.

Explain specifically why additional funds are needed in the receiving account:
 The amount is needed for the General Insurance line item. The budget transfer is due to the increase of Cima Insurance. This is an allowable expenditure through the IDOA grant guideline.

Required Signatures

Requestor DocuSigned by: Minerva McLaren 6/16/2021
D76A66E06008429...
Cost Center Manager DocuSigned by: Minerva McLaren 6/16/2021
D70A88ED0998429...
Associate Dean (If Applicable) DocuSigned by: Katie Kullo 6/16/2021
9F8B072B41E945F...
Dean (If Applicable) _____
Associate Vice President DocuSigned by: Paul Jensen 6/16/2021
815C008B1B740E...
Area Vice President DocuSigned by: Susan Marie Campos 6/16/2021
FC3A251F8541405...

BUSINESS OFFICE APPROVALS

Grant Accountant: *DR* JUN 17 2021
 Asst. Director of Finance: *SR*
 Exec. Director of Finance: *MR*
 Exec. Dir. of Bus. Operations: *CR*
 VP of Business Services: *DR 6/21/21*

Entered by: *13-575R*
D

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

Meeting of July 20, 2021

ACTION EXHIBIT NO. 16631

SUBJECT: AGREEMENT WITH ATHLETICO MANAGEMENT, LLC

RECOMMENDATION: That the Board of Trustees approve the Agreement with Athletico Management, LLC for athletic trainer services beginning August 1, 2021 through June 30, 2022. Athletico will provide certified athletic trainers at a rate of \$26.52 per hour. The total cost of the Agreement will not exceed the amount of \$35,000 (an increase of \$2,500 from the previous Agreement).

RATIONALE: The institution outsourced our athletic training needs with Athletico in place of a full-time Athletic Trainer position and continues to find this to be very successful. Athletico is an established company that can meet our needs by providing on-site athletic trainers for our student athletes participating on our athletic teams.

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



Athletic Training Services Agreement

This ATHLETIC TRAINING SERVICES AGREEMENT (together with all attachments incorporated herein, this "Agreement") is made and entered into as of July 1, 2021 by and between Athleticco Management, LLC, a Delaware limited liability company ("Athletico"), and Community College District 504 ("Client") and, together with Athleticco, each a "Party" and, collectively, the "Parties").

WHEREAS, Client desires to engage Athleticco to provide, as an independent contractor, athletic training services to Client on the terms and conditions set forth in this Agreement, and Athleticco desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties, intending to be legally bound, hereby agree as follows:

- 1. Engagement.** Client hereby engages Athleticco to provide the athletic training services set forth on Exhibit A (the "Services") on behalf of Client under the terms and subject to the conditions set forth in this Agreement. Client hereby acknowledges and agrees that (a) the Services shall in no way be considered a substitute for the services of a physician, (b) the Services shall not involve the practice of medicine as regulated by the Illinois Department of Financial and Professional Regulations, (c) the Services are regulated by the Illinois Department of Financial and Professional Regulations under the Illinois athletic training practice act and (d) Athleticco shall perform the Services solely under the direction and control of Client and its athletic trainers, physicians, employees and agents. Client is responsible for obtaining and maintaining a team physician or consulting physician, who holds a valid and unrestricted license in the applicable state(s), for the Term (as defined below). Athleticco, in its sole discretion, will assign athletic trainer(s) to provide the Services. Athleticco reserves the right to substitute an assigned athletic trainer with an equally qualified athletic trainer as necessary. Athleticco maintains the final decision for athletic trainer assignment.
- 2. Compensation.** In consideration for the Services, Client shall (a) perform each obligation set forth under the heading "Client Responsibilities" on Exhibit A and (b) pay Athleticco the fees set forth on Exhibit B. Client shall provide payment to Athleticco thirty (30) days from the invoice date.
- 3. Schedule Changes and Cancellations.** Client must notify Athleticco of any change to the event schedule set forth on Exhibit A no later than fourteen (14) business days prior to the applicable event. If Client fails to provide such notice for any event, Athleticco, at its option, may decline to provide the Services at such event. Client shall notify Athleticco as early as practicable if inclement weather or unplayable surfaces are suspected prior to any event.
- 4. Late Payments.** All payments not received by Athleticco within thirty (30) days after the date of invoice shall bear interest at the rate of 1% per month (or the highest rate permitted by applicable law, if lower) until final payment is made. Client shall be responsible for all costs of collection incurred by Athleticco, including court costs and reasonable attorneys' fees. Additionally, in any instance that Client fails to provide payment to Athleticco within sixty (60) days after the date of invoice, Athleticco may pause any or all services until it receives all late payments from Client.
- 5. Term of Agreement.** The term of this Agreement (the "Term") shall be from August 1, 2021 to June 30, 2022. Notwithstanding the foregoing, (a) either Party may terminate this Agreement immediately by notice upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, upon the other Party making an assignment for the benefit of creditors or admitting in writing its inability to pay its bills, upon the other Party's insolvency or upon the other Party ceasing to do business; (b) either Party may terminate this Agreement upon notice in the event of a breach of this Agreement by the other Party that is not cured within thirty (30) days after written notice thereof; (c) Athleticco may terminate this Agreement upon notice if Client fails to pay any amount owed hereunder within sixty (60) days after the date on which such amount was due; and (d) Athleticco may terminate without cause on thirty (30) days prior written notice to Client. In the event of termination by the Client, Client shall pay any fees and expenses owed to Athleticco as of the effective date of termination. Any obligations set forth in the Compensation, Opportunities, Indemnification, Confidentiality, or Non-Interference sections of this Agreement shall survive the termination of this Agreement.
- 6. Opportunities.** During the Term and for a one (1)-year period after the expiration of the Term or earlier termination of this Agreement, before Client may enter into any agreement with a third party for physical therapy or athletic training services or for sponsorship in the designated category described in this Agreement, Client shall first offer the opportunity to Athleticco on the same terms and conditions as offered to or by the third party. Athleticco shall have thirty (30) days during which to accept said offer. If Athleticco does not accept said offer within thirty (30) days, Client may accept the third party offer. If Client does not enter into an agreement with the third party on the terms and conditions offered to Athleticco within ninety (90) days after the expiration of such thirty (30) day period, Client's right to enter into the agreement shall expire and the procedure described in this Section 6 shall again be applicable.
- 7. Insurance.** During the term of this Agreement, each Party shall procure and maintain adequate and commercially reasonable insurance coverage (including, in the case of Athleticco, professional liability coverage) from financially responsible insurance companies duly authorized to provide such insurance in the state of such Party's organization, which insurance shall be in full compliance with all applicable statutory requirements. Client shall add Athleticco as an additional insured under its liability insurance policy and provide evidence thereof upon Athleticco's written request.

- c. **Severability.** If any provision of this Agreement is held to be invalid as applied to any fact or circumstance, it shall not affect the remaining provisions or the same provision as applied to any other fact or circumstance.
- d. **Counterparts/Electronic Delivery.** This Agreement may be executed in multiple counterparts, and by facsimile, portable document format (.pdf) or other electronic means, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.
- e. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes any and all other agreements between the Parties, either oral or in writing, with respect to the subject matter of this Agreement.
- f. **Change in Law.** If either Party determines that this Agreement would violate any applicable law, rule or regulation, or that there is a change in the law, whether or not that change has gone into effect, and such change has had, or is reasonably likely to have, a material adverse effect on such Party's rights or obligations under the Agreement or the cost to provide the Services under the Agreement, this Agreement shall be immediately suspended upon written notice to the other Party to the extent necessary to resolve the issue, and the Parties shall negotiate in good faith in an effort to agree on appropriate revisions to this Agreement to reach a resolution to the issue, including renegotiating the terms of Exhibit A or Exhibit B attached hereto. If the Parties are unable to agree upon appropriate revisions within thirty (30) days after commencing such negotiation, either Party may terminate this Agreement upon notice to the other Party.
- g. **Uncontrollable Event.** The occurrence of an event which prevents a Party from performing its obligations or duties hereunder which is beyond the reasonable control of the Party affected, and which could not reasonably have been foreseen or provided against, including, acts of God, labor difficulties, riots, strikes, war, and acts of state or governmental action prohibiting any party from performing its respective obligations under the Agreement ("Uncontrollable Event") shall not excuse such Party from the performance of its obligations or duties under this Agreement, but shall merely suspend such performance during the Uncontrollable Event. Such obligations shall resume when such Party is no longer prevented from performing. If an Uncontrollable Event occurs, the Party prevented from performing its obligations must immediately send notice to the other Party giving full particulars of the event and the reason(s) that Party is prevented from performing its obligations under this Agreement and that Party must use its reasonable efforts to mitigate the effect of the Uncontrollable Event upon its or their performance of the Agreement and to fulfill its or their obligations under the Agreement. An Uncontrollable Event does not relieve a party from liability for obligations which arose before the occurrence of an Uncontrollable Event, nor does it excuse payment obligations. If an Uncontrollable event prevents a Party from performing its obligations for more than thirty (30) days, the other Party may immediately terminate this Agreement upon notice to the affected Party. If this Agreement is terminated due to an Uncontrollable Event, the affected Party shall pay any fees and expenses owed to the other Party as of the effective date of termination. Notice required under this section shall be sent in accordance with Section 9 of this Agreement.
- h. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent; provided that Athletico may freely assign this Agreement to any affiliate or to any entity who acquires a majority of its ownership interests or a majority of its assets or the assets of any business unit of Athletico. This Agreement shall inure to the benefit of and be legally binding on the Parties hereto, their successors and assigns.
- i. **Non-Interference.** During the Term, including any initial and renewal terms, and for a two (2)-year period after the expiration of the Term or earlier termination of this Agreement, the Client agrees that it will not, directly or indirectly (e.g., by hiring or contracting with or using another company that hires or contracts with Athletico's employees), through any director, officer, employee, agent, staffing agency, or affiliate, without the express written consent of Athletico (which consent may be withheld in Athletico's sole discretion for any reason), solicit, take any action that constitutes, results or may reasonably be expected to result in soliciting, contract, engage, hire or employ any person who is, or at any time was, an employee of Athletico. Further, Client shall not encourage, induce or attempt to induce any employee of Athletico or its affiliates to terminate his or her employment with Athletico, or otherwise recommend that any third party hire any employees of Athletico or its affiliates, or otherwise assist any third party in connection with any of the foregoing actions, without the written approval of Athletico.
- j. **Student Records.** To the extent Athletico generates or maintains records related to a student, Athletico agrees to comply with the Family Educational Rights and Privacy Act (FERPA) to the same extent as such laws and regulations apply to the Client and shall limit access to only those employees or agents with a need to know.
- k. **Evidence of Physical Fitness.** Upon request from Client, Athletico shall provide evidence to the Client that its employees are physically fit to perform the duties required to complete the Services and are free from communicable diseases in compliance with Section 24-5 of the Illinois School Code, 105 ILCS 5/24-5.
- l. **No Discrimination.** Neither party shall discriminate against any person on the grounds of race, color, national origin, religion, age, disability or any other classification protected by applicable law in discharging its respective duties and responsibilities under this Agreement. It is the policy of Athletico to provide equal employment opportunities for all qualified applicants and employees, without regard to race, color, creed, religion, sex, national origin, nationality, ancestry, citizenship status, age, pregnancy, childbirth, marital status, sexual orientation (including gender-related identity), physical or mental disability, genetic information, H.I.V. status, status as a victim of domestic violence, order of protection status, military status, unfavorable discharge from military service, veteran status, liability for service in the Armed Forces of the United States or any other classification protected by applicable law.
- m. **Waiver; Amendment.** No waiver of any provision hereof shall be effective unless expressly made in writing and executed by the Party making the waiver. The failure of any Party to insist on performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the further performance of any such term or condition, and the obligations of the Parties with respect thereto shall continue in full force and effect. This Agreement may only be amended in a writing that is duly executed by both Parties.

- n. **Captions.** The captions used in this Agreement as headings of the various sections are for convenience only and are not and shall not be used to construe any part of this Agreement.
- o. **Authority to Execute.** Each Party hereby represents and warrants that the party executing this Agreement on its behalf has full authority to execute this Agreement on its behalf.
- p. **No Partnership.** Nothing in this Agreement is intended to, or shall be construed to, constitute or establish an agency, partnership, joint venture, franchise or fiduciary relationship between the Parties. Neither Party shall have the right, or shall hold themselves out to have the right, to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other except as expressly provided herein.
- q. **Confidentiality.** Each party will keep the terms of this Agreement confidential, except as required by applicable law, including but not limited to FOIA requests, or legal process.
- r. **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all together shall constitute but one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATHLETICO MANAGEMENT, LLC

By:

,

Community College District 504

By:

Mark R. Stephens, Board Chairman

EXHIBIT A

CLIENT RESPONSIBILITIES:

- a. Client must submit schedule changes within fourteen (14) business days prior to event in question. Failure to do so will mean possible forfeiture of coverage, depending on available personnel.
- b. Name Athletico as "The Official Provider of Physical Therapy and Athletic Training for Triton College" in all press releases, radio spots, newsletters, related materials and website. Athletico will be designated as the exclusive provider in the Physical Therapy, Occupational Therapy, Athletic Training, Work Rehab and Sports Medicine category.
- c. Client shall mention Athletico Physical Therapy in all press releases, radio spots, newsletters, or related materials.
- d. Client shall cause each athlete to obtain all equipment required by any applicable laws, rules or industry and/or governing body standards or policies or as needed to protect against all foreseeable or unforeseeable injuries. Neither Athletico nor any of its athletic trainers, employees, or other agents makes any representations or warranties regarding any equipment not specifically provided by Athletico and none of the foregoing shall be liable for any failure of any equipment to function properly.
- e. Client will grant opportunity for Athletico to provide content for PA announcements during the halftimes of each applicable home contest as well as all hosted playoff events as approved by the IHSA.
- f. Client shall establish a link, logo and information pertaining to Athletico's assigned certified athletic trainer and all Athletico services to Client website.
- g. Client shall educate the players and parents of their teams on the importance of medical care and follow-up if necessary with an Athletico facility after injury.
- h. Client shall provide a link and logo to Athletico, and by doing so, grants unconditional use of all such images for use on the www.athletico.com website affiliation section, or any other website maintained by Athletico for purposes of promoting its athletic training services to others.
- i. Client shall place one Athletico banner in the main gymnasium and football field for the Term of the Agreement.
- j. Client to send quarterly emails to database highlighting partnership with Athletico. Athletico to provide all content and graphics. Content to be mutually agreed upon between Client and Athletico.
- k. Client shall provide a full-page ad in team program. Athletico will provide the artwork.
- l. Client to provide Athletico opportunity to present at seasonal/team parent meetings.
- m. Client shall provide Athletico with access to facilities, at no cost, as necessary to carry out its responsibilities under this Agreement.
- n. Client shall provide Athletico athletic trainer(s) reasonable access to a telephone and computer/laptop in, or in close proximity to, the location where services are being provided.
- o. Client shall provide Athletico with a dedicated area, at no cost, to perform the Services.
- p. Client shall provide Athletico with all reasonably necessary and required supplies and equipment, at no cost, in connection with the performance of the Services upon written request from Athletico.
- q. Client shall provide for the transportation of injured athlete to an on-site or off-site treatment location in non-emergency situations. Client shall take all necessary steps for the transportation of injured athlete, including, but not limited to, calling 911, in emergency situations.
- r. Client shall provide Athletico with a list of locations of emergency telephones, emergency contacts, and emergency procedures. Athletico shall assist with the creation and maintenance of this list as necessary.
- s. Client shall be responsible for all expenses incurred by the athletic trainer including parking and food.
- t. Client shall take necessary steps and adopt any required policies needed to facilitate the communication between Client, including its Athletic Department and coaches, and Athletico.
- u. Client shall cooperate with Athletico in all other respects to achieve the objectives of this Agreement.

ATHLETICO RESPONSIBILITIES:

Athletico will be the Official provider of athletic training coverage for Client and will provide the following athletic training services:

- a. One (1) licensed, certified athletic trainer will be available after school Monday-Friday for pre-event taping, home event coverage. Coverage will also be made available on Saturdays per practice and home event schedule. An Athletic Trainer will be assigned for coverage at 32 hours per week per season. Season is defined by the sanctioning body or as otherwise agreed upon by the Parties. The foregoing services shall be considered "Regular Services" for purposes of this Agreement; provided that any hours in excess of the 32 hours per week shall be considered "Additional Services."
- b. Upon request, and if available, Athletico will provide additional Athletic Trainers; however, any Athletic Trainers in excess of One (1) shall be considered "Additional Services" for purposes of this Agreement.
- c. Upon request, and if available, an Athletic Trainer will be provided for both home and away state competitions; provided that any such services (other than coverage for away football contests as provided above) shall be considered "Additional Services" for purposes of this Agreement. Requests for coverage should be made within twenty-four (24) hours of notification of contest date and site to Athletico Manager of Athletic Training Services. Parameters of travel include:
 - i. Travel days to be inclusive of the 32 hours weekly allotment per athletic trainer. Start time is defined as departure for travel and end time is defined as return.
 - ii. Travel accommodation including transportation, lodging and food will be paid for by Client.
- d. As needed and upon reasonable advance notice, Athletico shall use reasonable efforts to make an Athletic Trainer available at times other than those listed below in response to the special needs of the Client as needed and shall provide those services as outlined above. Such instances could include unscheduled events, acute injury circumstances, school affiliated functions, training sessions for coaches and staff and other situations which may arise. In all instances, the Client agrees to use reasonable efforts to provide Athletico with advance notice of all such additional requirements, as well as any schedule changes. The foregoing services shall be considered "Additional Services" for purposes of this Agreement.
- e. Coverage shall include on-site injury care and evaluation as well as assistance on all matters pertaining to the health and well-being of the athletes, including, without limitation, the coordination of follow-up treatment and rehabilitation as necessary for all injuries sustained by athletes.

- f. Coverage shall include the use of modalities as indicated by the Illinois athletic training practice act.
- g. Maintenance of complete and accurate records of all athletic injuries and treatment rendered.
- h. Athletico shall provide education to the, board members, coaches, players, and parents of Client on the importance of medical care and follow-up necessity with an Athletico facility after injury.
- i. Student-athletes, families, coaching and administration staff of the Client will have access to all Athletico centers for complimentary injury assessments and virtual free injury assessments via its telehealth application to the extent permitted by applicable law.
- j. Athletico shall provide a 10-15 minute lecture introducing services available to Client at the Client's athletics introduction meeting.
- k. Athletico will provide marketing handouts and free injury assessment, upon request.

Service Newsletter

You agree to receive email communication from Client containing educational content on Athletico services that may benefit the health and well-being of participants and personnel in accordance with the Privacy Policy found at www.athletico.com/patients/corporate-compliance-program/website-privacy-policy.

EXHIBIT B

COMPENSATION:

As compensation for the Services, Client shall pay Athletico the sum of \$26.52 per hour (the "Hourly Rate") for all Services providing during the Term, based upon the actual hours performed by Athletico. Athletico will invoice Client for any amounts owed under this Agreement on a monthly basis. Client shall pay each invoice in full within 2 weeks after invoice date.

All invoices submitted by Athletico hereunder shall be sent to the following address or, if no address is set forth on this Exhibit B, to the address set forth in Section 9:

Community College District 504
2000 5th Avenue
River Grove, Illinois 60171
United States
Attention: Garrick Abezetian

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

Meeting of July 20, 2021

ACTION EXHIBIT NO. 16632

SUBJECT: HOUSING AGREEMENT WITH DOMINICAN UNIVERSITY

RECOMMENDATION: That the Board of Trustees approve an Agreement for housing accommodations with Dominican University for up to 16 “NJCAA Division I” student athletes for the 2021-2022 academic year. The cost to Triton College for the academic year is estimated to be \$228,107 (\$14,256.70 per student athlete).

RATIONALE: In alignment with NCJAA policies, Triton College may provide student scholarships for tuition, meals, and housing for select “NJCAA Division I” student athletes. By entering a partnership with a local university, Triton is able to provide housing in a safe college housing and learning environment. The Agreement between Triton and Dominican has been negotiated and drafted by counsel for both parties. The attached Agreement will be amended based on the final number of students in residence at Dominican.

Sean Sullivan

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

Board Officers' Signatures Required:

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

Related forms requiring Board signature: Yes No

Shared Housing Agreement

This SHARED HOUSING AGREEMENT (“Agreement”) and all exhibits and attachments, which are incorporated by reference, are entered into by Dominican University, an Illinois not-for-profit corporation (“Dominican” or “Dominican University”) and Community College District 504, an Illinois public community college (“Triton” or “Triton College”) is effective as of this ____ day of _____, 2021. This is a legally binding agreement between Dominican University and Community College District 504, commonly known as Triton College, to provide certain housing, dining, campus support and amenities to certain Triton College students (sometimes referred to herein as “Students”). The intent is to promote a successful shared living arrangement at Dominican University for specified Triton College students who are receiving athletic scholarship funding, which is processed through the Triton College financial aid office, said scholarship including monies for housing and dining expenses through Triton College. Dominican University has agreed to provide room and board to the Triton College students set forth below for the 2021/2022 academic year.

AGREEMENT

Dominican University hereby agrees to provide housing, dining, and campus amenities for specified Triton College students from its available housing inventory for the Occupancy Period during the Academic Year specified on Exhibit A attached hereto. At the time of the execution of this Agreement, Triton College, shall pay to Dominican University the Reimbursement Amount to compensate Dominican for the housing, dining, and campus amenities plan expenses of the Triton College Students who will reside at Dominican for the Occupancy Period indicated on Exhibit A attached hereto.

Termination: Should a Triton student be removed from their housing assignment at the discretion of either Dominican University or Triton College, Triton is obligated to pay Dominican University only for the prorated amount equivalent to the duration of the student’s stay in Dominican University housing and use of dining and campus amenities up to and through the date of student’s actual removal. In the event that any Triton College student withdraws from Triton College or is otherwise deemed ineligible for housing, in Triton’s sole discretion, Triton College shall inform the student of the requirement to vacate Dominican University’s campus and all monies due to Dominican shall be prorated based upon the date the student vacates the premises. In any event, Triton must immediately notify Dominican in writing of a Student’s withdrawal, ineligibility, pending or expected disciplinary proceedings (including suspensions of any type), or expulsion/dismissal. Triton may, in its sole discretion, place a new student at Dominican upon the removal of another Triton student.

Disputes: In the event of a dispute between Triton College and Dominican University, the parties shall attempt to resolve the matter without litigation, including at the mutual agreement of the parties, by mediation or arbitration. In the event informal discussions are unable to resolve such matters, all disputes shall be resolved in the Circuit Court of Cook County. In such event, the prevailing party in any final, non-appealable judgment shall be entitled to recover its attorneys’ fees and costs from the non-prevailing party.

Authority: Triton College officers and employees are executing this Agreement represent and warrant that they have authority to execute this Agreement, and that they are executing this Agreement in their official capacities only and shall not be personally liable for any of the obligations arising from or relating to the housing, dining, or campus services provided to any Triton College students.

Indemnity: Triton shall defend, indemnify and hold harmless Dominican, its trustees, directors, officers, employees, students, representatives, and agents (collectively, the “Dominican Parties”) from and against any and all costs, loss, liabilities, damages, demands, orders, obligations, claims, actions or causes of action, forfeitures, fines, penalties, reasonable attorneys’ fees, accountants’ and other professional fees, court costs or other losses sustained or suffered by Dominican or the Dominican Parties, including consequential and punitive damages, in any way related to or arising from the conduct of Triton students placed at Dominican pursuant to this Agreement or such students’ invitees.

Dominican shall defend, indemnify and hold harmless Triton, its trustees, directors, officers, employees, students, representatives, and agents (collectively, the “Triton Parties”) from and against any and all costs, loss, liabilities, damages, demands, orders, obligations, claims, actions or causes of action, forfeitures, fines, penalties, reasonable attorneys’ fees, accountants’ and other professional fees, court costs or other losses sustained or suffered by Triton or the Triton Parties, including consequential and punitive damages, in any way related to or arising from the negligent or willful acts or omissions of Dominican or the Dominican Parties in connection with this Agreement or the services provided by Dominican hereunder.

Miscellaneous Provisions:

1. **Assignment.** This Agreement may not be assigned or transferred by Triton at any time without Dominican’s express written consent provided that the assignee agrees to be specifically bound by the terms of this Agreement.
2. **Captions, Gender.** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such section or otherwise affect this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless this Agreement requires otherwise.
3. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without regard to conflict of laws principles.
4. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, whether oral or written, are superseded hereby.

5. **Binding Effect.** Dominican and Triton hereby acknowledge and agree that they intend this Agreement to be a binding and enforceable agreement, subject to the terms and conditions set forth herein, and each party hereby waives any right to hereafter challenge the enforceability of this Agreement. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. **Notices.** Any notice hereunder must be in writing, and shall be effective (i) when deposited in the United States Mail, Certified Return Receipt Requested, (ii) when deposited with a reputable overnight carrier service that provides delivery confirmation, (iii) in the case of facsimile notice (which shall be effective for all purposes hereunder), upon receipt of a facsimile confirmation page by the facsimile sender; (iv) in the case of an email notice (which shall be effective for all purposes hereunder), when sent to the e-mail address(es) provided below; provided that any e-mail notice must be followed by another form of notice under this Section within one (1) business day; or (v) if by hand delivery, when received by the party to be notified. For purposes of notice, the addresses and facsimile numbers of the parties shall be as set forth below or as may be designated from time to time.

If to Dominican: [notice information to be provided]

Attn.: Mark C. Titzer

Email: mtitzer@dom.edu

If to Triton: [notice information to be provided]

Attn.:

Facsimile: _____

Email: _____

The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

7. **Waiver.** The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

8. **Severability.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

9. **Amendment.** Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in writing signed by the authorized agent of the party against whom enforcement of the change, amendment, modification, waiver or discharge is sought.

10. **Waiver of Jury Trial.** Dominican and Triton hereby waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Agreement against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of the parties, or any other claims.

11. **No Third-Party Beneficiaries.** Dominican and Triton agree and acknowledge that, except as expressly set forth herein, there are no intended third-party beneficiaries of this Agreement nor any of the rights and privileges conferred herein.

12. **No Strict Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

13. **Counterparts, Separate Signature Pages, Facsimile Signatures.** This Agreement may be executed in several counterparts, by separate signature pages, and/or by facsimile or electronic mail signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and facsimile and electronic mail signatures together shall constitute one and the same Agreement.

[Remainder of page left blank]

[Signature pages follow]

{TRITON COLLEGE}

By: _____

Name: Sean O'Brien Sullivan

Its: Vice President of Business Services

{DOMINICAN UNIVERSITY}

Mark C.

By: Titzer

Digitally signed by Mark C. Titzer
DN: cn=Mark C. Titzer, o=Dominican
University, ou=Vice President for
Finance and Treasurer,
email=mtitzer@du.edu, c=US
Date: 2021.07.07 09:07:09 -05'00'

Name: Mark C. Titzer

Its: Vice President of Finance and Administration

EXHIBIT A

SUMMARY OF KEY TERMS

The following terms as used in the Agreement shall mean the following:

Academic Season:	Begins: <u>8/23/2021</u> Ends: <u>5/19/2022</u>	
Occupancy Period:	Move In Date: <u>8/21/2021</u> Move Out Date: <u>5/20/2022 by Noon</u>	
Reimbursement Amount:	Fees	
	Room and Board	\$11,725
	Five Additional Weeks of Housing (early arrival, late departure and winter break)	\$1150
	Early Arrival Meal Plan – additional meals plan charges will be determined in consultation with Dining Services and the University Board Plan dates for Winter Break, Spring Break, and May	\$100
	Technology Fee	\$300
	Resident Student Fee	\$40
	Wellness Center Fee	\$250
	STAR Card	\$25
	PER STUDENT ATHLETE	\$13,590
	SUBTOTAL (12 STUDENTS)	\$163,080
	Additional Fees	
	Staffing for Early Arrival and Late Check Out and two weeks of RA Coverage	\$2,000
	Housing Deposit \$500/per student (Damage, Fees, Fines)	\$6,000
SUBTOTAL ADDITIONAL FEES	\$8,000	
SUBTOTAL	\$171,080	
Students:	Student 1:	Student 2:
	Student 3:	Student 4:
	Student 5:	Student 6:
	Student 7:	Student 8:
	Student 9:	Student 10:
	Student 11:	Student 12:

	(defined collectively, the “Students” or individually “Student”)	
Student names may be changed upon written notice from Triton College.		

Dominican University and Triton College Student Support Partnership Overview

Dominican shall house up to ten (10) Triton Men’s Basketball Players and two (2) Triton Women’s Basketball Players for the 2021-22 academic year in accordance with this Agreement. The student athletes eligible for housing shall be determined by Triton in its sole reasonable discretion based upon the terms and conditions of the athletic scholarships offered. Triton will provide the names of Students to Dominican University’s Dean of Students by August 6, 2021. Students are required to complete the Housing Application – Terms of Contract and Conditions of Occupancy. Exhibit B.

Student Requirements

Triton men’s and women’s basketball scholarship students shall be eligible for housing pursuant to this Agreement. Triton will require the Students uphold all Dominican University policies included in Dominican’s Student Handbook and Code of Conduct, including Title IX and COVID Vaccination requirement. Alleged violations by Students will be adjudicated through the Dominican conduct process with consult from Triton College. Any alleged infractions of policy at Dominican will be communicated to Triton College Vice President of Enrollment Management and Student Affairs within forty-eight (48) hours of the report. Any sanctions imposed by such process could include removal from Dominican housing, for which Triton College will hold Dominican harmless. Students may be temporarily suspended from the residence halls based on an allegation and pending an outcome of an investigation/hearing. Any alleged infractions of policy at Triton will be communicated to Dominican University Dean of Students within forty-eight (48) hours of the report.

Triton will also require Students to comply with all residence hall rules, including but not limited to: (a) Triton students will be required to attend an Orientation session on 08/21/2021, and all regular Residence hall floor meetings, unless such meetings conflict with regularly scheduled athletic practice sessions and in such event, Students shall be required to attend makeup meetings and (b) Triton students will be required to submit immunization records that are compliant with Dominican’s policy by August 6, 2021 (Student fails to timely comply with such requirement, Student will not be able to move in to the residence halls); (c) Students must have health insurance on file with the Wellness Center by August 6, 2021. Students without health insurance may contact the Wellness Center for support in seeking such insurance coverage; (d) Students will be required to have their Dominican Star Card and Triton ID on their person at all times while on the Dominican University campus, and Students need to report lost keys or IDs to Campus Safety immediately and corresponding lockout costs and key/re-core replacement will be billed to Triton for each case due to the varying cost of a rekey based on the time of the day when it needs to be done; and (e) Students will be required to cover the cost of parking at a rate of \$100.00 for the time period of August 21, 2021 through May 20, 2022 if the student maintains a personal vehicle.

Campus Amenities

Triton students will have access, but are under no obligation to use, Dominican University resources and services including:

A. Wellness Center – subject to the health insurance requirements disclosed above, counseling and health services visits; utilization of the same fee structure for Dominican students for additional lab tests. Students may prefer to receive counseling and health services at Triton, and the Wellness Center will cooperate in the transfer of any Student’s records upon receipt of appropriate documentation.

B. Laundry facilities in the residence hall with the same fee structure for usage as all Dominican University resident students.

C. Parking on campus with required Parking Fee paid by Student would be available on the Dominican University Main Campus (7900 W Division St., River Forest II, 60305) if requested by any Student.

D. Use of gym and fitness center during regular gym hours. Students are required to show their Star Card. No guests are permitted and could result in loss of usage for all Students.

E. Access to the library, including the ability to check out books/resources.

F. Access to receive mail/packages through Office Services. Students will need to utilize their Star Cards for pick up.

G. Access to utilize the computers on campus and print. Students will have Dominican usernames created to utilize the campus computers, wi-fi, and printing.

H. Attend all university-sponsored events hosted on campus by showing their Star Card. This privilege does not include discounted tickets through DUPAC or Student Life or off-campus travel for events or immersions.

I. Dining Services will be provided the week of August 21 with an additional preseason meal plan until the meal plan begins on August 25.

Note: Dominican University Board Plan and Dining Services may not be available over the Thanksgiving Break, Spring Break or Easter Break. Dining Services is closed during the Winter Break. Dining Services and meal plans begin on January 9, 2022 for Spring Semester and ends on May 6, 2022. Students during University recognized Holidays and breaks will be allowed to remain on campus without food service coverage for no additional costs beyond that stated on page 1 of Exhibit A. Additional food service coverage may be provided upon agreement between Dining Services and Triton for an additional fee.

EXHIBIT B

Housing Application – Triton College Agreement Terms of Contract and Conditions of Occupancy

Please read these terms of contract and conditions of occupancy (“Terms and Conditions”) carefully before you complete the Office of Student Life Housing Application. For the purposes of these Terms and Conditions, “Student” refers to the undersigned Triton student; and “University” refers to Dominican University.

Each year which Student desires to reside in University housing, Student must complete a housing application and enter into the then applicable Terms and Conditions. The University reserves the right, and Student agrees, that University may revise the housing application and Terms of Conditions (including pricing) without notice.

Keep these Terms and Conditions for your reference.

If you have any questions or need more information, please contact the Office of Student Life Housing staff at (708) 524-6527 or housing@dom.edu; no other employee or office of the University is permitted to respond to questions or concerns regarding these Terms and Conditions.

I. Occupancy

A. Provided Student has applied for and been assigned University housing for the Fall semester and has otherwise complied with the requirements of these Terms and Conditions, Student may occupy the Student’s room assigned beginning at 2:00 p.m. on August 21, 2021 and Student must vacate University housing no later than Noon on May 20, 2022.

1. Student must vacate University housing within 24 hours of their last final for Spring semester, as applicable.
2. Student must apply in writing by the established deadline to the University to stay in University housing during a semester break. Semester breaks include, but are not limited to Thanksgiving, Spring Break and Easter. If Student accesses University housing during any semester break without first having received approval as described in item 2 above, Student is in breach of these Terms and Conditions. As a result of such breach, University may charge Student a penalty in the amount of the additional charge that would have been due to University if Student was properly approved for semester break housing, plus a default fee of 5% of such additional charge, in addition to pursuing any disciplinary or other corrective action that the University deems appropriate.

B. Only students assigned to the Student’s room are permitted to live in the Student’s room. Student may not assign, sell, transfer, rent or sublet Student’s room or any portion of Student’s room, or these Terms and Conditions. Any attempted transfer of any portion of Student’s room or these Terms and Conditions is i) invalid and ineffective and ii) a material breach of these Terms and Conditions and Student will be subject to disciplinary action by University, up to and including termination of these

Terms and Conditions as set forth in Section V below. Student may entertain invitees in their room but will be responsible for ensuring that their invitees comply with University housing rules and regulations.

C. University and/or Student Life staff may periodically enter Student's room and living space for appropriate University and other lawful purposes. In the event of an apparent or suspected emergency, no prior notice of entry by University (or appropriate authorities) is required and Student hereby waives any right to prior notice in these instances. University shall, in the event of a non-emergency, endeavor to provide Student advance notice (which may be oral or written) before entering a student's room and to enter the Student's room during the hours of 8 am and 10 pm. Such advance notice is not required. If, during the entrance or search of Student's room evidence of a violation of University regulations is found, University may refer Student for disciplinary action. University may use evidence obtained during the entrance and/or search during University disciplinary proceedings. In addition, if otherwise permitted by law, evidence so obtained may be used in any criminal or other legal proceedings.

D. Student is required to provide emergency contact information and update such information as applicable.

E. Student's meal plan for the entire academic year for which Student is enrolled is chosen at the time of the application. If Student wishes to alter his or her meal plan, he or she must notify Dining Services at (708) 524-6446 or at diningservices@dom.edu within the first two (2) weeks of the semester.

F. Student agrees to follow a care plan, if administered one, by the Dean of Students and/or one of his or her designees. If Student fails to adhere to a care plan, Student is subject to dismissal from University housing and other possible disciplinary actions by University.

G. If Student plans to live in the Student's room during the Spring semester Student must be registered for full-time enrollment for such semester at the end of Fall semester to return to his or her room.

H. If Student needs or desires a specific type of alternate living environment or accommodation due to a documented disability or other medical/health condition, Student must register with, and request housing accommodations through, Disability Support Services at dss@dom.edu. This includes an accommodation for a personal air conditioner. Dominican University will install air conditioners for approved accommodations. Student's University housing assignment may be altered to accommodate Student's or another student's approved accommodation. Please note AC units will not be removed during winter months.

I. Student may only keep fish as pets in University housing. Exceptions to this provision may be made for service or emotional support animals. All such accommodations must be made through and approved by Disability Support Services.

J. University does not discriminate based on a Student's race, spirituality, sexual orientation, gender identity, culture, economic status, age, status as a protected veteran, or status as a qualified individual with a disability.

K. For the avoidance of doubt, Student will be charged in accordance with the University's published rates for the applicable housing and meal plan selected by Student.

II. Assignment of Room Space

A. Student agrees that a room will be assigned by the Office of Student Life.

B. The Office of Student Life reserves the right to reassign Student to alternate housing at any time.

C. Student must comply with all University policies and procedures set forth in the Student Code of Conduct as stated in the Student Handbook, state and federal laws, all ordinances and regulations of the Village of River Forest, and other standards of conduct established in other University materials and/or publications which may be supplemented or amended from time to time, as well as instructions from University staff. Student may not (1) possess or consume intoxicating beverages in University housing except as allowed by law and pursuant to University regulations; (2) possess, use, manufacture, produce or distribute or aid in the use, manufacture, production, or distribution of any controlled substance except as permitted by law (and resident agrees and acknowledges that any use or consumption of marijuana in University housing is a violation of the Drug Free Schools and Communities Act and is thereby prohibited by law); (3) keep firearms, firecrackers, gunpowder, or other materials or substances that might endanger the health and safety of any person in University housing; or (4) participate in illegal gambling of any sort on premises leased or controlled by University.

III. Facilities and Room Space

A. Furniture will be provided which includes but, is not limited to, a bed, desk, chair, and bureau or wardrobe. All furniture provided must remain in the room at all times. Student will be responsible for the cost of any lost or damaged furniture. Rooms and furniture cannot be altered in any way or **taken apart at any point**. Student must submit a support ticket to request University staff help with bunking or unbunking beds.

B. University is not responsible for Student's personal property, including, but not limited to, damage from vandalism, theft, water, and fire. The University strongly encourages Student to review parents' or guardians' homeowners' insurance coverage or buy their own renter's insurance to insure Student's personal property.

C. Student shall not abuse, misuse, or damage the common areas, Student's room, or University property, including fire alarms, sprinkler systems, or smoke detectors, in any way. Student is liable for any invitee of Student who causes any damage to the common areas, Student's room, or other University property and thus Student shall be responsible for the payment of all costs required to repair such damage. Common areas shall include, but not be limited to, hallways, bathrooms, stairwells, elevators, lounges, study rooms, utility and storage rooms, grounds and building exteriors owned by University. Student agrees that if the individual(s) responsible for such damage cannot be identified using reasonable efforts, then all residents of the floor/building agree to be assessed the cost of repairs

incurred by University equally amongst the residents of the affected floor/building in University's reasonable discretion.

D. The last date to dispute any charges accrued as a result of occupancy in the residence halls for the Fall 2021 semester is February 15, 2022. The last date to dispute any charges accrued from the Spring 2022 semester is June 15, 2022. The aforementioned dates include semester breaks occurring during such semester.

V. Involuntary Termination

A. University may also terminate these Terms and Conditions upon default or breach should any of the following conditions be met (additional charges may apply):

1. Student violates any current provision in the Code of Conduct published in the Student Handbook or other standards of conduct that may appear in other University literature, including these Terms and Conditions, or any other regulation or University policy that is deemed harmful to the general welfare of the University or University's students. In such case, Student's right to occupancy may be revoked and Student is responsible for all room and board charges which shall not be subject to proration pursuant to Section IV.

2. Student fails or refuses to admit an officer or agent of the University or governmental authority for an inspection or search of Student's room conducted pursuant to the room entry and search policies that appear herein or in the Student Handbook or otherwise undertaken in conformity with law or with the direction or order issued by and within the authority of any office of the University.

3. Student habitually fails to maintain their assigned room in a reasonable state of cleanliness and order.

4. Student fails to check in with the Office of Student Life to claim the Student's room assignment by noon on the first day of classes of each term.

5. The occurrence of events which are beyond the reasonable control of the University render performance of these Terms and Conditions by the University either impossible or impractical, including casualty and condemnation of the residence hall where Student resides or the occurrence other force majeure events.

6. Student's physical or emotional status requires more care or support than can be provided by the University in University's sole reasonable discretion. The decision to require withdrawal from housing will be made at the discretion of the Director of Student Life (or their designee(s)) in consultation with appropriate University administrators. Student acknowledges and agrees such required withdrawal is appealable to the Dean of Students, and in any event, Student agrees to such required withdrawal as it is in Student's (and other residents') best interest.

7. If, in the sole discretion of the University, matters beyond its control have made it impossible to continue effective instruction on the campus and the majority of campus activities are suspended, the Office of Student Life may terminate these Terms and Conditions at any time after such activities are suspended. In such case, Student is entitled to a refund or credit equal to a prorated portion of the room and board charges paid by Student.

B. Upon notice to Student, the Director of Student Life (or his or her designee(s)) may terminate these Terms and Conditions and revoke Student's right to occupancy granted hereunder for any such breach or default described herein, regardless of any action or inaction taken by the Office of Student Life. Student agrees that upon written notice of involuntary termination, the Student will vacate the room within a period of time to be specified by the Director of Student Life, and will also pay all charges deemed by the University to be due as a result of such termination.

VI. Limitation of Liability

A. Student shall not make any claims against University for loss or use or damage to personal property or the contents of Student's room as a result of fire, flood, or any other causes outside of University's control.

B. University shall not be liable for any personal injury or property damage sustained by Student or Student's invitees while on University property, except to the extent caused by the gross negligence or intentional recklessness of University. Student shall indemnify, defend, and hold University harmless from any and all liability for any such injury to person or property not caused by University's gross negligence or intentional recklessness.

VII. Miscellaneous

A. The failure of University or Student to insist upon strict performance of any term herein shall not constitute a waiver of any right or remedy that either party may have for any breach or default.

B. The Terms and Conditions, together with applicable University policies and published rules and regulations set forth the entire agreement of the parties regarding the subject matter. Any modification of these Terms and Conditions must be in writing made by University and are effective without signature by Student provided the revised Terms and Conditions are published by University.

C. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, such provisions shall be struck and the remaining provisions shall remain in full force and effect.

D. Student acknowledges and agrees that University has made no representations and warranties regarding the subject matter hereof.

E. Student agrees to disclose any and all criminal convictions (excluding non-criminal traffic violations) to University and University reserves the right to terminate these Terms and Conditions and Student's right to occupy University housing if Student represents, in University's reasonable discretion, a threat to the health or safety of University's students, employees, or other members of the University community.

[Signature Page Follows]

STUDENT ACKNOWLEDGEMENT

I am the student identified below and I have read and understand the Terms of Contract and Condition of Occupancy and the associated housing application. I represent to university that I am 18 years of age or older, or, my parent or legal guardian agrees to be bound by the terms of these terms and conditions by signing below.

I also acknowledge that I am not entitled to a housing assignment by virtue of completing the requirements herein, and I agree that if assigned housing, University may reassign me to alternate housing in its sole discretion. I further acknowledge that these terms and conditions are not intended to and do not constitute a lease or create a landlord-tenant relationships. I also understand that I may be removed from university housing and subject myself to discipline by the University by violating the terms set forth herein, which may include expulsion from the University pursuant to the student handbook.

I had a reasonable amount of time to review and understand the rights and obligations set forth in these terms and conditions and the housing application.

Student Signature: _____ Student Name: _____

Semesters Applied for: Fall ____ / Spring ____

Parent/Guardian Signature: _____ Parent/Guardian Name: _____

(If Student is under 18 years old on the effective date)

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

Meeting of July 20, 2021

ACTION EXHIBIT NO. 16633

SUBJECT: BREEZY HILL FINAL PAYMENT

RECOMMENDATION: That the Board of Trustees approve a final payment of \$44,285.30 to Breezy Hill Landscape for Landscaping Services and grading associated with the “Pavement Phase 3 Project”. This 2016-17 work included all landscaping of the campus parking lot islands as well as turf adjacent to the re-paved areas of the project. Total project cost was \$4,066,221.98. This final payment represents unpaid change orders approved either by Triton or the Construction Manager – Wight Construction. All are related to landscaping and improper grading. An off-setting credit has been issued to Triton by the paving contractor.

RATIONALE: In 2020, Breezy Hill presented unpaid change orders on the landscape portion of the project in the amount of \$44,285.30, with what has been determined to be proper authorizations. Operations and Maintenance has reviewed the documents and determined that the work has been completed and remains unpaid. “Pavement Phase 3 Project” included Excavation, Concrete, Paving, Landscaping, and Fencing. All The final project cost was \$4,066,221.98 or \$248,733.98 over contracted amounts. This overage was mostly due to the discovery of unsuitable soil that had to be remediated and properly disposed of via change orders.

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

FINAL WAIVER OF LIEN

STATE OF WISCONSIN

COUNTY OF KENOSHA

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Triton College, to furnish Restoration work for the premises known as, Landscaping, 2000 N Fifth Ave., River Grove, IL, of which, Triton College is the owner.

The undersigned, for and in consideration of **Thirteen Thousand One Hundred Ninety-Five Dollars and 00/100 (\$13,195.00)** Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor services, material, fixtures, apparatus or machinery, heretofore furnished, or which may become furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS*.

DATE - February 24, 2021

Company Name

Breezy Hill Nursery Inc

Address

7530 288th Ave Salem WI 53168

Signature & Title

Jeff Ash *Accountant*

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF WISCONSIN

COUNTY OF KENOSHA

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is, Jeff Ash, Accountant of Breezy Hill Nursery Inc., who is the contractor furnishing the Restoration work on the building located at 2000 N Fifth Ave, River Grove, IL owned by Triton College. That the total amount of the contract including extras* is \$13,195.00 on which he has received payment of \$0 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS	Amount Paid	THIS PAYMENT	BALANCE DUE
Breezy Hill Nursery Inc,	Restoration	\$ 13,195.00	\$ -	\$ 13,195.00	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Breezy Hill Nursery grows their own plant material in their fields.		\$ -	\$ -	\$ -	\$ -
*All material taken from our fully paid stock and delivered in our own trucks to the jobsite. All labor, welfare and union dues were paid in full. "No outside rental equipment used."					\$ -
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$ 13,195.00	\$ -	\$ 13,195.00	\$ -

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done or in connection with said work other than above stated.

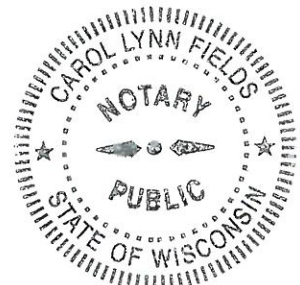
Signed this 224th day of February 2021

Signature: Jeff Ash

Subscribed and sworn to before me this 24th day of February 2021

Carol Lynn Fields
Notary Public
My commission expires 7/8/2022

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL & WRITTEN, TO THE CONTRACT



PAYMENT APPLICATION

TO: Wight Construction Company 2500 N Frontage Rd Darien IL 60561 Attn: Accounts Payable	PROJECT NAME AND LOCATION: Triton College Parking Phase 3 Landscaping 2000 N Fifth Ave River Grove, IL 60171	APPLICATION # 3 PERIOD THRU: 06/30/2016 PROJECT #s: B0002435	Distribution to: <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/>
FROM: Breezy Hill Nursery Inc 7530 288th Ave Salem, WI 53168	ARCHITECT:	DATE OF CONTRACT: 05/19/2015	
FOR: Landscaping			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$69,233.00
2. SUM OF ALL CHANGE ORDERS	\$24,167.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$93,400.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$93,400.00
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$93,400.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$62,309.70
8. PAYMENT DUE	\$31,090.30
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$24,167.00	\$0.00
TOTALS	\$24,167.00	\$0.00
NET CHANGES	\$24,167.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Breezy Hill Nursery Inc

By: [Signature] Date: 2-24-21

State of: Wisconsin
County of: Kenosha

Subscribed and sworn to before me this 24th day of February 2021

Notary Public: [Signature]
My Commission Expires: 7/8/2022



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... \$31,090.30

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: [Signature] Date: 7/2/21

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PAYMENT APPLICATION

TO: Triton College 2000 N Fifth Ave River Grove IL 60171 Attn: Accounts Payable	PROJECT NAME AND LOCATION: Triton Parking Lot Phase 3 Landscaping 2000 Fifth Ave River Grove IL 60171	APPLICATION # 1 PERIOD THRU: 06/30/2016 PROJECT #s: DATE OF CONTRACT: 06/06/2016	Distribution to: <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/>
FROM: Breezy Hill Nursery Inc 7530 288th Ave Salem, WI 53168	ARCHITECT:		
FOR: Landscaping			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$13,195.00
2. SUM OF ALL CHANGE ORDERS	\$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$13,195.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$13,195.00
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$13,195.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$0.00
8. PAYMENT DUE	\$13,195.00
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

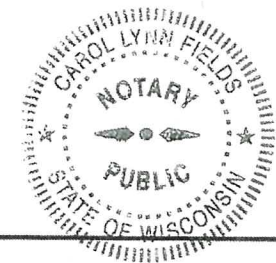
CONTRACTOR: Breezy Hill Nursery Inc

By: *[Signature]* Date: 2-24-21

State of: Wisconsin
County of: Kenosha

Subscribed and sworn to before me this 24th day of February 2021

Notary Public: *[Signature]*
My Commission Expires: 7/8/2022



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... \$13,195.00

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: *[Signature]*
By: *[Signature]* Date: 7/2/21

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

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

Meeting of July 20, 2021

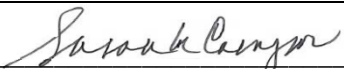
ACTION EXHIBIT NO. 16634

SUBJECT: CHANGE OF PSY 100 COURSE FEE FOR INCLUSIVE ACCESS

RECOMMENDATION: That the Board of Trustees approve the inclusion of the cost of digital course materials of \$68.64 in the course fee of PSY 100 to implement McGraw Hill Education's "Inclusive Access" program, beginning in Spring 2022. Students pay the respective fees to Triton College when they pay their tuition. The full fee shall be remitted in advance to Follett by Triton College. Students are not charged for course materials if they drop the course during the "full refund" period. The cost to Triton College would include any expense of collecting the fee, including but not limited to any loss realized from students who do not pay the College their tuition and fees.

RATIONALE: By including the cost of the instructional materials into the overall course fee, the "Inclusive Access" program provides students with access to the required instructional materials as early as one week prior to the first day of class. Four semesters of utilizing inclusive access course materials has demonstrated marked improvement in student completion and retention. Triton College earns a 7% commission from Follett on all course materials in this program.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of July 20, 2021

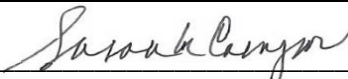
ACTION EXHIBIT NO. 16635

SUBJECT: AGREEMENT WITH PRESENCE CARE TRANSFORMATION CORPORATION

RECOMMENDATION: That the Board of Trustees approve the “Master Education Affiliation Agreement” with Presence Care Transformation Corporation. This Agreement shall commence July 20, 2021, and shall continue for a period of one (1) year and will automatically renew for successive one (1) year terms not to exceed a total of five (5) periods, through June 30, 2026 unless either party gives the other party written notice of intent to terminate this Agreement at least ninety (90) days prior to the expiration of the existing term. Students currently enrolled at that point will be permitted to complete the current clinical rotation under the terms and conditions stated therein. There is no cost to the college for this Agreement.

RATIONALE: This Education Affiliation Agreement enables students in Triton College’s Certified Medical Assisting program and any other accredited programs at Triton to participate in clinical education experiences at Presence Care Transformation Corporation participating affiliates.

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

PRESENCE CARE TRANSFORMATION CORPORATION
MASTER EDUCATION AFFILIATION AGREEMENT

This **MASTER EDUCATION AFFILIATION AGREEMENT** (“**Agreement**”), is dated June 21, 2021 and entered into by and between Illinois Community College District 504, commonly known as Triton College (“**School**”), and Presence Care Transformation Corporation (“**PCTC**”), an Illinois not-for-profit corporation, on behalf of and as authorized agent for its corporate not-for-profit affiliates that operate the facilities listed in Exhibit A which is attached hereto and incorporated herein (collectively, the “**Presence Facility**”) (each a “**Party**” and collectively the “**Parties**”). This Agreement shall be effective as of July 20, 2021 (“**Effective Date**”).

PURPOSE OF AGREEMENT

School desires to utilize various Presence Facility sites listed in Exhibit A that may be available for the purpose of providing practical learning and clinical experiences in connection with Students (as defined below) of the School, provided that requirements for participation are met by the School, the Facility and the Student.

NOW, THEREFORE, in consideration of the above, and the terms and conditions set forth herein, the Parties agree as follows:

ARTICLE 1
SCOPE

1.1 This Agreement establishes and defines a cooperative relationship between PCTC and School for purposes of coordinating educational and research programs for the education and training of School’s Students. “**Student(s)**” shall mean all individuals enrolled in medical, nursing, dental, pharmacy, allied health or other educational training programs assigned from the School to PCTC. It being understood that a Student may also be an employee of a Presence Facility.

1.2 This Agreement is supplemented by a separate Program Addendum, which is attached hereto as Exhibit B and incorporated herein, for each educational training program covered under this Agreement (“**Program**”) whereby Programs may *include but are not limited to Nursing, Physician Assistant, Behavioral Health, Physical Therapy, Occupational Therapy and Speech-Language Pathology programs*. Each Program Addendum is incorporated by reference and sets forth the terms and conditions specific to the particular Program and identifies the appropriate Presence Facility responsible for the Program. In the event of a conflict between a Program Addendum and this Agreement, this Agreement shall prevail.

1.3 Each Program Addendum will be reviewed and approved in writing by an authorized representative of the Presence Facility and the School.

ARTICLE 2
SCHOOL RESPONSIBILITIES

2.1 Program Compliance. School will assume responsibility for providing continuing compliance with the educational standards established by the School and for establishing and maintaining an ongoing communication with the learning experience supervisor of the Presence Facility regarding issues pertinent to Program education. Such communication will include a description of the curriculum, relevant course outlines, policies, and faculty and material changes to this information.

2.2 Student Qualifications. School will refer to the Presence Facility only those Students who have satisfactorily completed the prerequisite portion of the Program that is applicable to the Presence Facility.

2.3 Health Requirements. School will advise all Students assigned to or making use of any clinical area of the Presence Facility that they must meet all health requirements and immunization requirements of the Presence Facility as set forth in **Exhibit C** which is attached hereto and incorporated herein. School will inform the Students of the immunization requirements of the Presence Facility. Students who fail to satisfy such requirements will not be permitted to participate in a learning experience at the Presence Facility. School require Students to furnish to the Presence Facility, at the commencement of each learning experience, verification from the Students that each has complied with such health requirements, including all immunization requirements.

2.4 Criminal Background Checks, Sanctions and Drug Screen Compliance. A criminal background check, sanctions check (as described below) and drug screen, as required by and acceptable to the Presence Facility, are required of each Student and faculty (if applicable) immediately prior to participation in the Program. School require Students to provide evidence that Student and faculty (if applicable) have met all of Presence Facility's background and drug screening requirements, including, without limitation, fingerprinting as required for background screens. It is the Student's responsibility to ensure that the background check and drug screening have been completed. Presence shall determine if Students or faculty have a disqualifying conviction and will inform School of such determination. School shall not place any Students or faculty at Presence as a result of such a determination. Student will have a duty to inform the Presence Facility immediately of any subsequent criminal convictions.

Completion and passing of a drug screen, criminal background check and the following sanctions check are required of each Student and faculty (if applicable) immediately prior to participation in a Program:

- OIG (Office of Inspector General) Exclusion Database: <http://exclusions.oig.hhs.gov>
- GSA (Government Services Administration Exclusion Database: <http://www.sam.gov> (this includes: central contractor registry (CCR), Federal Agency Registration (FedReg), online representations and certifications application and Excluded Parties List System (EPLS)
- State of Illinois: <http://www.state.il.us/AGENCY/OIG>

2.5 Student Assignments. School will notify the Presence Facility and the Presence Facility's learning experience supervisor, at a mutually agreed upon amount of time in advance of: (i) its planned schedule of Student assignments, including the name of the Student assigned; (ii) level of academic preparation of each Student; and (iii) the length and dates of the learning experience.

2.6 Performance Evaluation. School will supply the Presence Facility's learning experience supervisor with appropriate forms to be used in evaluating the performance of the assigned Student.

2.7 Ethical and Religious Directives. With respect to activities at the Presence Facility, School inform Students of the requirement to strictly abide by the *Ethical and Religious Directives for Catholic Health Care Services*, as approved by the United States Conference of Catholic Bishops and promulgated by the local Ordinary.

ARTICLE 3 **PRESENCE FACILITY RESPONSIBILITIES**

3.1 Learning Experience Supervisor. Presence Facility will designate a learning experience supervisor who will be responsible for overseeing the Students' learning experience at the Presence Facility. The staff member so designated will meet the criteria established by the School for supervising Students in his/her work schedule.

3.2 Space and Equipment. Presence Facility will provide the physical facilities and equipment reasonably necessary to conduct the learning experience. Students and faculty of School will agree not to use any Presence Facility areas for any purpose other than for the performance of services hereunder.

3.3 Student Volume. Upon request of the School for placement of a Student, a Presence Facility will determine the number of Students that it can accommodate during a given period of time, if any, and communicate such determination to School. A Presence Facility is not obligated to accept Students under this Agreement. Notwithstanding anything in this Agreement to the contrary, each Presence Facility will have the right to temporarily or permanently suspend the Program if necessary in the sole reasonable discretion of Presence Facility to address mass casualty, emergency conditions, increased patient census, or to facilitate the operations of Presence Facility.

3.4 Health Requirements. Presence Facility will provide to the School both its health and immunization requirements for the Students within a reasonable amount of time prior to the placement of any Students.

3.5 Notification of Changes. Presence Facility will advise the School of any changes in its Presence Facility policies, personnel or operation which may affect the learning experience. Such notice shall be provided in writing to the School's authorized agent. School shall provide all relevant contact information for its authorized agent(s) to the Presence Facility.

3.6 Provision of Rules and Regulations. Presence Facility will provide the assigned Student with a copy of the applicable Presence Facility policies with which the Student and faculty (if applicable) must comply.

3.7 Student Evaluations. Presence Facility will evaluate the performance of the assigned Student on an agreed upon basis using evaluation forms supplied by the School. School shall remain solely responsible for the assignment of the final grade and academic credit.

3.8 Student Removal. In its sole discretion and without prior notification to School, Presence Facility may immediately remove any Student or faculty participating in the Program from the Presence Facility's premises for behavior that Presence Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations or a significant violation of Presence Facility Policies. In such event, Presence Facility will notify the School in writing of its actions and the reasons for its actions within 48 hours. If Presence Facility desires to remove a Student or faculty for any other reason, it will notify the School in writing of the reason for the removal and will consult with the School before such removal. School will remove such Student from the Program at the Presence Facility upon the Presence Facility's reasonable request.

3.9 Patient Care and Welfare. While at the Presence Facility, Students are not to replace the Presence Facility staff, and are not to render services except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a Student and a patient will be under the proximate supervision of a member of the staff of the Presence Facility. Presence Facility will at all times maintain responsibility for patient care and welfare.

3.10 Medical Records. All medical records of patients treated or observed by Students of School will remain at all times the sole property of Presence Facility and may not be copied or removed from Presence Facility by Students or School faculty without the express written consent of Presence Facility. At all times during the term of this Agreement and thereafter, Students and School will protect from unauthorized disclosure all information, records, and data pertaining to Presence Facility, its patients, staff, facilities and corporate affiliates.

3.11 Student Injury or Illness. In the event of an onset of illness or injury of a Student while in the Presence Facility's hospital site, emergency care will be provided to the Student according to Presence Facility Policy and at the Student's expense (or that of an applicable third-party payor). Student may be required to provide a release from his/her health care provider to return to the Program.

ARTICLE 4 **MUTUAL RESPONSIBILITIES**

4.1 Educational Objectives. The Parties will mutually establish the educational objectives for the learning experience, devise methods for implementation and periodically

evaluate to determine the effectiveness of the learning experience. All such educational objectives shall be governed by the requirements of the licensing and accrediting agencies.

4.2 Non-Discrimination and Workplace Conduct. Neither Party will discriminate against any Student covered by this Agreement, on the basis of race, color, sex, sexual orientation, creed, age, national origin, disability or other characteristic protected under applicable state, federal or local statutes, ordinances and rules and regulations. Each party certifies that it maintains a written sexual harassment policy and is a Drug Free Workplace.

4.3 Recordkeeping. Each Party's respective recordkeeping practices will conform to all applicable federal, state and local statutes, ordinances and rules and regulations. Upon reasonable request, a Party will provide the other with any information or certificates that may be required to prove compliance with applicable statutes, ordinances and rules and regulations or for licensure, accreditation and quality assurance purposes.

ARTICLE 5 **COMPLIANCE**

5.1 Regulatory Oversight. School will advise the assigned Student and faculty of the responsibility for complying with all applicable federal, state and local laws and regulations and the standards of all applicable accreditation organizations, such as The Joint Commission (“**Accrediting Organization**”).

5.2 Presence Facility Policies. School will advise the assigned Student and faculty of the responsibility for complying with all applicable policies, procedures, rules and standard of Presence Facility and the Presence Facility Medical Staff, all as amended from time to time by Presence Facility and/or the Medical Staff (collectively, “**Presence Facility Policies**”). School will notify each Student and faculty prior to the Student or faculty entering the Program at the Presence Facility that he/she must follow all Presence Facility Policies.

5.3 Government Health Care Program Participation. Each Party represents and warrants that neither it, nor any employee, officer, director, Student, faculty or agent thereof (i) is a sanctioned person under any federal or state program or law; (ii) has been listed on the Cumulative Sanctions List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (iii) has been listed in the General Services Administration’s list of Parties Excluded from Federal Programs; or (iv) has been convicted of a criminal offense related to healthcare. If a Party fails to comply with the terms of this Section, the other Party will have the right to immediately terminate this Agreement without penalty.

5.4 No Referrals Requirements. The Parties agree that nothing contained in this Agreement will require either Party to refer or admit patients to, or order or make arrangements for the ordering of, any goods or services from the other Party to this Agreement. Notwithstanding any unanticipated effect of any provision of this Agreement, no Party will knowingly or intentionally conduct its behavior in such a manner as to violate the prohibitions against fraud and abuse in connection with the Medicare and Medicaid programs.

5.5 Compliance Program. School will advise the assigned Student and faculty of the responsibility for discharging his or her duties under this Agreement in accordance with the standards and requirements of Presence Facility's Compliance Program, as it may be amended from time to time by Presence Facility, information about which will be made available to School.

ARTICLE 6 **CONFIDENTIALITY**

6.1 Confidentiality. Each Party and their respective agents, employees, faculty, Students and representatives will protect from unauthorized disclosure all information, records and data pertaining to Presence Facility patients, the Students or the operations, facilities and staff of both School and Presence Facility to the maximum extent permitted by applicable law. This Section will survive expiration or termination of this Agreement.

6.2 Patient Confidentiality. School will and will cause the Students and faculty (if applicable) to protect the confidentiality of all patient information (including, but not limited to, medical records, electronic data, radiology films, laboratory blocks, slides and billing information), in accordance with all Presence Facility Policies on the release of such information and all applicable state and federal laws, rules and regulations protecting the confidentiality, privacy and/or security of such information, including the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated pursuant thereto, as amended.

6.3 FERPA Compliance. Presence Facility will comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as **FERPA** or the Buckley Amendment, and will take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Students who are participating in the Program and placed at Presence Facility.

ARTICLE 7 **INSURANCE AND INDEMNIFICATION**

7.1 General and Professional Liability Insurance.

a. School will, at its own cost and expense, obtain and maintain, in force during the term of this Agreement general and professional liability insurance for its Students, employees and faculty with limits of at least Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate. **A certificate of insurance verifying such coverage will be delivered to Presence Facility prior to the commencement of each Student beginning their learning experience.** Presence Facility will be notified at least thirty (30) days prior to cancellation, notice of cancellation, reduction, or material change in coverage. In the event this insurance is claims-made, School warrants and represents that it will purchase appropriate tail coverage for claims, demands, or actions reported in future years for acts or omissions during the term of this Agreement. In the event of insufficient coverage as defined in this **Section 7.1**, or lapse of coverage, Presence Facility reserves the right to terminate this Agreement immediately.

b. Presence will, at its own cost and expense, obtain and maintain in force during the term of this Agreement (i) general liability insurance with minimum limits of at least One Million Dollars (\$1,000,000) per claim and Five Million Dollars (\$5,000,000) in the general aggregate; and (ii) professional liability insurance for its employees with minimum limits of at least One Million Dollars (\$1,000,000) per claim and Five Million Dollars (\$5,000,000) in the general aggregate. Presence's insurance requirements may be fulfilled through a bona-fide program of self-insurance. A certificate of insurance verifying such coverage will be delivered to School upon School's written request.

7.2 Mutual Indemnification. Each Party will indemnify, defend and hold harmless the other Party, its officers, directors, agents, employees, affiliates, successors and assigns harmless from and against any and all liability, loss, claim, lawsuit, injury, cost, damage or expense whatsoever (including reasonable attorneys' fees), attributable to any act or omission of the indemnifying Party (including its agents, employees, Students and other affiliated persons and representatives) relating to, arising out of, or in connection with this Agreement and the services to be provided hereunder. This Section will survive the expiration or other termination of this Agreement.

ARTICLE 8 **TERM AND TERMINATION**

8.1 Term. The initial term of this Agreement will begin on the Effective Date and continue for a period of one (1) year. **Thereafter, this Agreement will automatically renew for successive one (1) year terms unless terminated pursuant to this Article, not to exceed a total of five (5) years.** The initial term and all renewal terms will collectively be the "**Term**" of this Agreement.

8.2 Termination Without Cause. Either Party may terminate this Agreement at any time, without cause or penalty, by providing written notice of non-renewal or termination to the other Party at least three (3) months in advance of the beginning of the next anticipated learning experience.

8.3 Termination for Breach. If either Party materially breaches this Agreement, the other Party will have the right to give the breaching Party notice thereof, specifying the breach or breaches, and the breaching Party will have thirty (30) days from the date notice is given to cure the breach. If breach is not cured within said timeframe or if breach is not curable, the non-breaching Party may terminate this Agreement at any time thereafter upon written notice to the breaching Party, provided the breach then remains in effect.

8.4 Termination Due to Change in Law. Presence Facility will have the unilateral right to terminate or amend this Agreement, without liability, to the extent necessary to comply with any legal order issued to the Presence Facility by a federal or state department, agency or commission, or Accrediting Organization by which the Presence Facility is then accredited, or if it is reasonably determined that continued participation in this Agreement would jeopardize the Presence Facility's status as a Medicare or Medicaid participant or would be inconsistent with its

status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or would put the Presence Facility at risk of violating any law, rule or regulation applicable to it and/or the services under this Agreement. Prior to termination of this Agreement pursuant to this Section, Presence Facility will first reasonably attempt to amend this Agreement in a manner that will achieve the business purposes hereof. If Presence Facility proposes an amendment to this Agreement pursuant to this Section, and such amendment is unacceptable to School, either Party may choose to terminate this Agreement immediately upon written notice at any time thereafter.

8.5 Effect of Termination or Non-Renewal on Current Student Program Participants. Termination of this Agreement will not release or discharge the Parties from any obligation, debt or liability under this Agreement which will have previously accrued and remain to be performed upon the effective date of termination. If applicable and reasonably feasible, Presence Facility will permit Students then participating in any Program to complete his or her learning experience, even if the Program has been terminated or not renewed, with new Students no longer being accepted into the Program. In the event a Student is also an employee of PCTC, and such Student's employment with PCTC is terminated for any reason, such Student's participation in the Program Addenda may also be terminated.

ARTICLE 9 **RELATIONSHIP OF PARTIES**

This Agreement evidences an independent contractor relationship, and nothing in this Agreement is intended nor will be construed to: a) create a Presence Facility/employee relationship or a partnership or joint venture relationship between Presence Facility and School, or Presence Facility and any employee, agent, faculty or student of School; or b) allow Presence Facility to exercise control or direction over the manner or method by which School and its representatives perform this Agreement; provided always that School will ensure that such performance is made in a manner consistent with Presence Facility Policies, applicable legal and accreditation standards and the provisions of this Agreement. None of the benefits of employment offered to School employees shall vest in Presence employees, including participation in SURS or accrual of tenure.

ARTICLE 10 **GENERAL PROVISIONS**

10.1 Amendment. This Agreement may be amended only by a writing signed by authorized agents of both Parties.

10.2 Successors and Assigns. The terms of this Agreement will be binding on and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties.

10.3 Assignment. No Party may assign this Agreement or any right or duty hereunder without the prior written consent of the other Party. Any attempt at assignment without such written consent is void. Notwithstanding the foregoing, each Party has the right to assign any

duties, rights and benefits under this Agreement to its successors or affiliates without the written consent of the other Party.

10.4 Third Party Beneficiary. None of the provisions in this Agreement are intended by the Parties, nor will be deemed, to confer any benefit on any person not a party to this Agreement.

10.5 Governing Law and Exclusive Jurisdiction. This Agreement will be governed and interpreted by Illinois law. Any legal action pertaining to this Agreement must be brought in the state or federal courts located in (or closest to) Cook County, Illinois.

10.6 Severability. The invalidity or unenforceability of any particular provision of this Agreement, or the application of the provision to any party or circumstance, will not affect the other provisions hereof or the applicability of such provision to other persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

10.7 Waiver. No term, covenant or condition of this Agreement can be waived, except to the extent set forth in writing by the waiving Party. The subsequent acceptance of performance by a Party will not be deemed to be a waiver of any preceding breach by any other Party of any term, covenant or condition of this Agreement and the waiver of any term, covenant or condition will not be construed as a waiver of any other term, covenant or condition of this Agreement.

10.8 Notices. All notices that may be given under this Agreement will be in writing, addressed to the receiving Party's address set forth below or to such other address as the receiving Party may designate by notice hereunder. Notices will be given: (i) by delivery in person; (ii) by traceable courier delivery (such as Federal Express); or (iii) by certified or registered U.S. mail, return receipt requested in accordance with the terms set forth in this Section.

School: Triton College
Pamela Harmon
Dean of Health Careers and Public Service Programs
2000 fifth Avenue
River Grove, IL 60171

With copy to Kusper & Raucci Chartered
30 North LaSalle Street
Suite 2121
Chicago, IL 60602-2590

Presence Facility: Presence Care Transformation Corporation
c/o AMITA Health, Chief Medical Officer
2601 Navistar Drive

Building 3, Floor 3
Lisle, IL 60532

With Copy to

2601 Navistar Drive
Building 3, Floor 3
Lisle, IL 60532
Attention: Office of Legal Affairs

Notices will be deemed to have been given as follows: (i) if by hand or traceable courier delivery, at the time of the delivery; (ii) if sent by certified or registered mail, on the second business day after such mailing; (iii) if sent by electronic mail, upon confirmation of receipt by personal confirmation (i.e. electronic mail or verbal confirmation from recipient).

10.9 Headings. The section titles and other headings contained in this Agreement are for reference only and will not in any way affect the meaning or interpretation of this Agreement.

10.10 Gender, Number. Whenever the context of the Agreement so requires, the masculine gender will include the feminine or neuter, the singular number will include the plural and reference to one or more Parties will include all successors or assignees of the Party.

10.11 Entire Agreement. This Agreement, together with all addenda, attachments, schedules and exhibits hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, regarding such subject matter. *For the sake of clarity, this Agreement will replace and supersede (1) the Cooperative Agreement between Triton College and Presence Saint Francis Hospital dated January 26, 2016; and (2) the Education Affiliation Agreement between Triton College and Presence Resurrection Medical Center dated August 20, 2014.*

10.12 Survival. Those terms of the Agreement that by their terms are intended to survive expiration or termination of this Agreement will so survive.

10.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all such counterparts together will constitute one and the same instrument. Facsimile copies and copies delivered by electronic email in a “.pdf” format data file will be deemed to be originals.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their respective authorized officers, effective as of the Effective Date.

PRESENCE CARE TRANSFORMATION CORPORATION

Signature: _____

Printed Name: Dana Gilbert

Title: President, Presence Care Transformation Corporation

Date: _____

SCHOOL:

Triton College

Signature: _____

Printed Name: Mark R. Stephens

Title: Board Chairman

Date: _____

EXHIBIT A

PRESENCE CARE TRANSFORMATION CORPORATION

PARTICIPATING AFFILIATES

Presence Care Transformation Corporation hospitals/facilities:

- Various Presence medical group locations
- Presence Behavioral Health facilities
- Presence Holy Family Medical Center
- Presence Resurrection Medical Center
- Presence Saint Francis Hospital
- Presence Saint Joseph Hospital – Chicago
- Presence Saints Mary and Elizabeth Medical Center
- Presence Saint Mary of Nazareth Hospital
- Presence Mercy Medical Center
- Presence Saint Joseph Hospital – Elgin
- Presence Saint Joseph Medical Center
- Presence St. Mary’s Hospital - Kankakee

EXHIBIT B

PROGRAM ADDENDUM TO MASTER EDUCATION AFFILIATION AGREEMENT

DATE:

PRESENCE FACILITY/HOSPITAL:

DEPARTMENT WITHIN PRESENCE FACILITY/HOSPITAL:

FULL NAME OF EDUCATIONAL INSTITUTION:

SCHOOL:

PROGRAM TITLE:

LENGTH OF PROGRAM:

NUMBER OF STUDENTS PER PROGRAM AT THE PRESENCE FACILITY/HOSPITAL LISTED ABOVE:

CERTIFICATION/ACCREDITATION:

PROGRAM OBJECTIVES:

CLINICAL AREAS:

PROGRAM COORDINATOR FOR EDUCATIONAL INSTITUTION/SCHOOL:

Contact information (phone and/or email) for School Program Coordinator:

PRESENCE DEPARTMENT HEAD:

Contact information (phone and/or email) for Presence Department Head:

PRESENCE PROGRAM COORDINATOR:

[Associate who will coordinate practicum and oversee student(s) at the Presence Hospital/Facility]

Contact information (phone and/or email) for Presence Program Coordinator

Additional provisions:

{Signatures on following page}

This Program Addendum is subject to the terms and conditions contained in the Master Education Affiliation Agreement with Educational Institution.

IN WITNESS WHEREOF, the individuals below have caused this Program Addendum to be executed on the dates indicated below.

**DEPT. HEAD FOR PRESENCE
FACILITY/HOSPITAL**

Signature

Printed Name

Date: _____

**DEPT. PROGRAM COORDINATOR
FOR PRESENCE FACILITY/
HOSPITAL**

Signature

Printed Name

Date: _____

**PROGRAM COORDINATOR FOR
EDUCATIONAL INSTITUTION/SCHOOL**

Signature

Printed Name

Title: _____

Date: _____

EXHIBIT C

HEALTH AND IMMUNIZATION REQUIREMENTS

PCTC requires the information below, as well as that which is designated per specific Program Addendum:

- Proof of health insurance coverage.
- Proof of a recent (completed within last four weeks) comprehensive drug-screening test from a SAMSHA/NIDA certified laboratory. Only Students with negative results or positive results supported by legitimate written medical explanation will be considered for practicum assignment.
- Proof of immunization for the current season influenza.
- Written verification of a recent (completed within last 12 months) TB (Mantoux) skin test or chest x-ray results if PPD converter.
- Proof of Rubella immunity:
Documentation of a positive titer or two MMR vaccines
- Proof of Rubeola immunity:
Documentation of a positive titer or two MMR vaccines
- Proof of Mumps immunity:
Documentation of a positive titer or two MMR vaccines
- Proof of Varicella immunity:
Documentation of a positive titer or two Varicella vaccines
- Overall health status report listing physical limitations, if any.
- For Students who have a potential for exposure to blood or other infectious materials that may contain bloodborne pathogens, written verification of Hepatitis B vaccinations, a titer showing immunity, or a copy of release of liability waiver signed by the Student.

Said information shall be provided to Presence Facility Department Program Coordinator as soon as possible, but not later than two (2) weeks before the beginning date of the Student's assignment.

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

Meeting of July 20, 2021

ACTION EXHIBIT NO. 16636

**SUBJECT: MEMORANDUM OF UNDERSTANDING WITH
BENEDICTINE UNIVERSITY**

RECOMMENDATION: That the Board of Trustees approve the renewal of Memorandum of Understanding between Triton College and Benedictine University. The term of the Agreement shall be for a period of two (2) years, commencing on July 1, 2021 and shall renew for a two (2) year term, which may thereafter automatically renew for subsequent two (2) year terms, unless terminated by either party. Either party may terminate this Agreement at any time, with or without cause, with ninety (90) days prior written notice to the other party. In the event this Agreement is not renewed, students who are enrolled in at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth therein.

RATIONALE: This Agreement facilitates the transfer of course credits for students in Triton College's Associate Degree Nursing program to a Benedictine University degree program. In partnership, Benedictine University is provided the use of Triton facilities for administrative offices and classrooms, supporting the delivery of the RN to Bachelor of Science in Nursing (BSN) program.

Submitted to Board by: _____



Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Elizabeth Potter
Secretary

Date

Related forms requiring Board signature: Yes No

MEMORANDUM OF UNDERSTANDING
BETWEEN
BENEDICTINE UNIVERSITY
AND
COMMUNITY COLLEGE DISTRICT 504

WHEREAS, Community College District 504, commonly known as Triton College, hereinafter "Triton", as part of its mission to promote higher education and educational opportunities throughout the community, enters into Memoranda of Understanding with four (4) year institutions; and

WHEREAS, Benedictine University, hereinafter "Benedictine", as part of its mission to promote higher education and educational opportunities, desires to create a relationship with Triton to facilitate the enrollment of Triton students at Benedictine; and

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

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

Introduction

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

Purpose

This MOU creates a partnership between Benedictine and Triton to include Benedictine as a partner at the Triton College University Center. Benedictine is provided use of Triton facilities for administrative offices and classrooms, as determined by Triton, supporting the delivery of the RN to Bachelor of Science in Nursing (BSN) program.

Transfer of Course Credits

The parties agree that all necessary actions shall be taken to allow for the maximum transfer of credits between Benedictine and Triton. All courses required for an Associate degree at Triton will apply toward a Bachelor degree at Benedictine in the above referenced Bachelor's degree

programs. Students who have not received an Associate degree from Triton will be admitted to Benedictine as standard transfer students, however all previous college work will be evaluated and transferred to Benedictine on a course-by-course basis. Triton students who have received an Associate degree at Triton will receive full recognition of the degree earned at Triton and will enter Benedictine at junior level status.

- The degree program requirements as established by the Benedictine catalog will determine the application of transfer credits. Benedictine and Triton agree to review and update the transfer guides annually.

Each institution will designate an individual, in writing, to serve as a liaison for the purpose of monitoring this MOU.

Triton students will be admitted to Benedictine based on satisfaction of admissions requirements stated in the Benedictine Catalog. All college level course credits awarded from Triton with a grade of 'C' or better will be accepted for transfer into Benedictine. Transfer of credits shall not exceed the maximum transfer credit allowed for a specific degree program. As set forth in the transfer guides, certain Triton courses will be accepted by Benedictine as upper division courses with a grade of 'B' or higher.

Triton students pursuing their Bachelor degree through Benedictine will receive academic advising, registration and program information through the Benedictine offices located on site at Triton's University Center. Such students will attend Benedictine on site at Triton's campus throughout the duration of their enrollment at Benedictine.

Services Benedictine shall provide to Triton

1. Benedictine will provide program information to Triton students seeking information on pursuing their degree with Benedictine at the Triton University Center offices located on Triton's campus.
2. Benedictine will develop an academic plan for Triton students admitted to Benedictine for degree completion.
3. Benedictine will show Triton as a partner on its website and other appropriate printed and electronic materials.
4. Benedictine will provide eligible undergraduate students with degree completion options including information on Triton courses that are eligible to transfer to Benedictine.
5. Benedictine will provide undergraduate degree programs to Triton students in the areas as set forth above entirely on site at Triton. Class size will be mutually agreed upon prior to the beginning of each academic term and shall be consistent with the requirements of each institution's accrediting agencies.
6. Benedictine will develop surveys to assist Triton in determining interest levels in Benedictine degree programs.
7. Benedictine will provide updated catalogs annually, as soon as available, to the representative at Triton. Until such time as new catalogs are provided, the terms and conditions stated in the previous catalog shall be used for advising and course planning.

8. Benedictine shall designate an individual to serve as a representative for the purpose of monitoring this MOU. Benedictine shall notify Triton of the person's name and contact information in writing at least four (4) weeks prior to the upcoming semester.
9. Benedictine will provide Triton students/graduates attending Benedictine classes taught at Triton facilities a reduced tuition rate equivalent to the highest undergraduate tuition rate charged at an Illinois public 4-year college or university.

Services Triton shall provide to Benedictine

1. Triton will assist Benedictine by distributing available printed materials and advising current and potential students of Benedictine programs at Triton's Transfer Center.
2. Triton will include transfer information on Triton's website and will update Benedictine information on its website as soon as practicable.
3. Triton will list Benedictine on its website, and in its catalogs, as a partner organization.
4. Triton will provide Benedictine with space including one office, furnishings, telephone and internet access, within the Triton University Center facilities (B-250, or other such designated space) and classroom space on the Triton campus.
5. Triton will assist in the distribution of surveys developed by Benedictine to assess the academic profile of Triton students.
6. Triton will provide Benedictine parking, access to common areas, and other services commonly provided to Triton partners at the College University Center.
7. Triton will provide an updated College catalog annually, upon availability.
8. Triton shall designate an individual to serve as a representative for the purpose of monitoring this MOU and notify Benedictine of the person's name and contact information in writing at least four (4) weeks prior to the upcoming semester.
9. Triton will provide Benedictine instructional space at no charge for as long as Benedictine grants Triton students/graduates a reduced tuition rate equivalent to the highest undergraduate tuition rate charged at an Illinois public 4-year college or university for Benedictine classes taught at Triton facilities.

Services Triton shall provide to Benedictine students of the University Center

All students will be required to have identification from their respective institution in order to take advantage of the following services and privileges. Benedictine will be responsible for providing identification to their students and will be responsible for reimbursement should items be damaged or unreturned.

1. Community and reciprocal library privileges that allow students to take out general circulation materials from the library and use of the electronic databases; and
2. Use of all desktop computers in the Educational Technology Resource Center (ETRC) and Library; and
3. Use of anatomy models in the Academic Success Center (ASC).

Student Disciplinary Process

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

Licensing & Accreditation

Both parties shall maintain all necessary and required accreditations with the appropriate accreditation agencies. In the event either party's accreditation is revoked or otherwise limited, this MOU may be terminated immediately. In the event of such termination for loss of accreditation, all participating students shall be accommodated to the extent possible at the institution that remains appropriately accredited. Each party represents that it possesses all professional and business licenses required by applicable law, if any, and all qualifications necessary to fully perform its obligations.

Term

This MOU shall begin on execution date of MOU and shall continue for a period of two (2) years. Prior to the conclusion of this MOU, Triton and Benedictine shall meet to discuss the terms and conditions herein. Upon the mutual written agreement of the authorized agents of Triton and Benedictine, the MOU shall be renewed for a two (2) year term, which may thereafter automatically renew for subsequent two (2) year terms.

Termination

Either party may terminate this MOU with 90 days advance written notice. All students enrolled in a joint Benedictine/Triton program shall be permitted to complete the then current semester under the terms and conditions stated herein in the event of termination or expiration.

Trademarks/Service Marks

Benedictine or Triton may use the other party's name or logo in published materials (i.e. website and catalog) to reference this MOU. Benedictine grants to Triton a nonexclusive license to use Benedictine's trademarks, service marks, trade names and logos (the "Marks") in any advertising, marketing or promotional materials in connection with Triton's marketing and promotion of academic courses and programs pursuant to this MOU. Triton grants to Benedictine a nonexclusive license to use Triton's trademarks, service marks, trade names and logos (the "Marks") in any advertising, marketing or promotional materials in connection with Benedictine's marketing and promotion of academic courses and programs pursuant to this MOU.

Provided, however, that the content and text of all promotional information must be approved by the authorized agent of each party in writing prior to the release of all written information. The request for use of a party's Marks shall not be unreasonably denied or withheld and the failure of a party to respond to a written request shall be deemed an approval after ten (10) business days.

Either party shall have the right to withdraw its prior approval for any use of its Marks and, in such event, the other party agrees to take all reasonable steps to cease use of the objected material as soon as possible. The licenses granted herein are personal, and shall not include the right of either party to grant sublicenses to use the Marks.

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

Indemnification

Benedictine agrees to hold harmless and indemnify Triton, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of Benedictine, its officers, agents or employees, under this MOU.

Triton agrees to hold harmless and indemnify Benedictine, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Benedictine, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of Triton, its officers, agents or employees, under this MOU.

Triton, as an entity and on behalf of its employees, agents, and students, claims any and all governmental immunity as may be established by or set forth under Federal or Illinois law, rule or regulation.

Insurance

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

Notice

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

If to:
Benedictine University (Benedictine)

Kenneth F. Newbold, Jr., Ph.D.
Provost and Vice President for
Academic Affairs
Benedictine University
5700 College Road
Lisle, IL 60532

cc: Nancy Stoecker, Esq.
Chief Legal and Risk Management Officer
Benedictine University
5700 College Road, Lisle, IL 60532

If to:
Triton College (Triton)

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

cc: Kuser & Raucci Chartered
30 North LaSalle Street Suite 2121
Chicago, Illinois 60602

Additional Agreements

No agreements concerning the transfer or exchange of any asset of either party is intended or implied by this MOU. Benedictine and Triton are separate and independent institutions of higher education and by this MOU both will continue to operate as separate institutions. The authorized administrators of Benedictine and Triton are authorized to sign, prepare and implement plans of action and procedures necessary to affect this MOU in their official capacities only. None of the benefits of employment with one institution shall be deemed given or transferred to the employees of the other institutions, including worker's compensation insurance or the accrual of tenure.

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.

Each party assumes full responsibility for the payment of all federal, state and local taxes it incurs as a result of this MOU.

This MOU is executed by an authorized representative of each party in the representative's official capacity only and the representative shall have no personal liability under this MOU.

Neither party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law, rule or regulation.

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

Each party certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.

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

Any modifications and amendments to the MOU must be in writing and signed by authorized agents of both parties.

Time is of the essence of this MOU.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this MOU through their respective duly authorized officers effective as of the date of the last signature below.

Benedictine University

By: _____ Date: _____
Kenneth F. Newbold, Jr., PhD,
Provost & Chief Academic Officer

By: _____ Date: _____
Charles W. Gregory
President

Triton College

By: _____ Date: _____
Mary-Rita Moore
President

By: _____ Date: _____
Mark R. Stephens
Board Chairman

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

Meeting of July 20, 2021

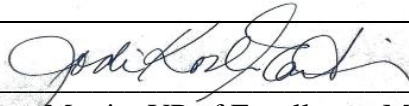
ACTION EXHIBIT NO. 16637

SUBJECT: AGREEMENT WITH PARCHMENT LLC FOR TRANSCRIPT DELIVERY SERVICES

RECOMMENDATION: That the Board of Trustees approve the contract with Parchment LLC to provide electronic transcript delivery services on behalf of Triton College students. The renewal Agreement will be effective once fully signed and terminate on June 29, 2022 with successive one-year automatic renewals unless either party provides notice of its intent not to renew at least thirty days prior to the end of the then current term. There is no cost to the college for this Agreement.

RATIONALE: Triton College is currently using Parchment LLC services for electronic transcript delivery services. Parchment software integrates well with Ellucian Colleague and they have been a responsible partner in terms of service and efficiency.

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



Amendment #1 Between Triton College and Parchment LLC

This Amendment #1 is made as of the date last signed below ("Effective Date"), by and between Triton College ("Member"), located at 2000 5th Ave. River Grove, IL 60171, and Parchment LLC ("Parchment"), located at 7001 N. Scottsdale Road, Suite 1050, Scottsdale, AZ 85253.

A. Member and Parchment entered into an agreement for the Parchment Award - Transcript Services (f/k/a Parchment Send), dated Signed September 26, 2017 (collectively, the "Agreement").

B. Accordingly, Member and Parchment wish to renew Parchment Award - Transcript Services and amend the Agreement with the following terms.

1. **Renewal Term.** The current renewal term of the Agreement expires on June 29, 2021. Member and Parchment agree to renew the Parchment Award - Transcript Services provided pursuant to the Agreement for an additional one (1) year term, commencing on June 30, 2021 and terminating on June 29, 2022 (the "Renewal Term"), at which point the Term of the Agreement will automatically renew for successive one (1) year terms unless either party provides notice of its intent not to renew at least thirty (30) days prior to the end of the then current term.

2. **Parchment Award - Transcript Services Request Fees.** During the Renewal Term, Member and Parchment agree that the Credential Owner will be billed a Request Fee of **\$2.50**, which includes electronic fulfillment of the transcript. The parties agree that upon auto renewal of this Agreement, the Request Fee will be increased to :

Y2 = \$2.65
Y3 = \$2.75

3. All other terms, conditions, and fees in the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the Agreement and this Amendment #1, the terms of this Amendment #1 shall govern to the extent of the conflict. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Amendment #1 may be executed in digital counterparts.

Parchment LLC	Triton College
Name: Richard Smith	Name: Mark R. Stephens
Signature:	Signature:
Title: Vice President & CFO	Title: Chairman, Board of Trustees
Date:	Date:

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

Meeting of July 20, 2021

ACTION EXHIBIT NO. 16638

SUBJECT: ILLINET/OCLC SERVICES PROGRAM MEMBER AGREEMENT WITH THE SECRETARY OF STATE/STATE LIBRARIAN OF THE STATE OF ILLINOIS

RECOMMENDATION: That the Board of Trustees approve the Agreement for ILLINET/OCLC Services for Fiscal Year 2022, beginning July 1, 2021 through June 30, 2022 at the cost of \$ 4,176.63.

RATIONALE: Triton College Library uses the ILLINET/OCLC Services program for online cataloging, electronic record transfer, and creation of Triton College Library's database within the statewide ILLINET Online System. The Library recognizes the benefit of membership in ILLINET/OCLC and therefore recommends adoption.

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



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State and State Librarian

ILLINOIS STATE LIBRARY
Gwendolyn Brooks Building
300 South Second Street
Springfield, Illinois 62701-1796

May 26, 2021

Ms. Amy Pinc, Director of Library Systems and Tech Services
Triton College - Library
2000 Fifth Avenue
River Grove, Illinois 60171-1995

OCCL Symbol: IAW

Dear Ms. Pinc:

The FY2022 ILLINET/OCLC Services Program Renewal Agreement for Triton College - Library (IAW) is included with this letter. To avoid OCLC Service interruption, please obtain the appropriate signature(s) and return the signed agreement by mail, e-mail or fax, no later than **June 30, 2021**.

Illinois Heartland Library System, the Illinois State Library's fiscal agent for ILLINET/OCLC Services will be sending you an invoice in early July. Feel free to contact Shirley Paden at spaden@illinoisheartland.org for account information and payment options.

FY2022 fee:	\$4,217.58
OCLC COVID-19 Discount:	\$-40.95
FY2022 Net Fee:	\$4,176.63

For additional information regarding services and fees, the following documents are included with this letter:

- [Schedule 2](#) – WorldShare Metadata/OCLC Cataloging
- [Schedule 12](#) – Group Catalog
- [Schedule 14](#) – WorldShare Interlibrary Loan Services

It is essential that you confirm your intent to participate by returning the signed agreement or otherwise notifying this office. If your library will NOT be renewing OCLC Services, contact Jill Heffernan at jheffernan@ilsos.gov no later than June 26, 2021.

Please return the signed agreement by June 30, 2021 to:

ILLINET/OCLC Services
Illinois State Library
Gwendolyn Brooks Building
300 South Second Street
Springfield, Illinois 62701-1796

E-mail: oclc1@ilsos.gov
Fax: 217-782-6062

Thank you in advance for your timely response. If you have any questions, please contact our office at 217-785-1537.

Sincerely,

Greg McCormick, Director
Illinois State Library

Enclosures
GM:jlh

**ILLINET/OCLC SERVICES PROGRAM
RENEWAL AGREEMENT
FISCAL YEAR 2022**

THIS RENEWAL AGREEMENT, made this first day of July, 2021, by and between JESSE WHITE, not individually, but as Secretary of State Librarian of the State of Illinois, and, **TRITON COLLEGE - LIBRARY** hereinafter referred to as the SECOND PARTY, witnesseth:

WHEREAS, the SECOND PARTY and the ILLINOIS STATE LIBRARY previously entered into an agreement for the procurement of services from the OCLC ONLINE COMPUTER LIBRARY CENTER, INC., hereinafter referred to as OCLC, and,

WHEREAS, such previous agreement authorized annual renewals by agreement of the parties in Article 2, and,

WHEREAS, the parties hereto wish to renew the said agreement for a period of one (1) year.

NOW THEREFORE, for and in consideration of the covenants of the parties as set forth in such previous agreement and herein, the parties hereto do agree as follows:

1. The SECOND PARTY and the ILLINOIS STATE LIBRARY do hereby agree to renew the above said agreement and all terms and conditions thereof for a period of one (1) year extending from July 1, 2021 through June 30, 2022.
2. It is acknowledged by the SECOND PARTY that OCLC's Schedule 2 - WorldShare Metadata/OCLC Cataloging, Schedule 12 - Group Catalog, and Schedule 14 - WorldShare Interlibrary Loan Services (ILL) may be downloaded from the following web address: www.cyberdriveillinois.com/departments/library/libraries/OCLC/home.html and are fully incorporated herein.

All other terms and conditions not inconsistent with those enumerated above remain in full force and effect.

IN WITNESS WHEREOF, the respective parties hereto have caused this Renewal Agreement to be executed on the day and year written above.

**TRITON COLLEGE
LIBRARY**

ILLINOIS STATE LIBRARY

Mark R. Stephens, Board Chairman (Date)

Greg McCormick, Director (Date)

(Date)

(This second line is provided for institutions that require two signatures)

Triton College
Library
2000 Fifth Avenue
River Grove, Illinois 60171-1995

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

Meeting of July 20, 2021

ACTION EXHIBIT NO. 16639

SUBJECT: AGREEMENT WITH NAXOS MUSIC LIBRARY

RECOMMENDATION: That the Board of Trustees approve the renewal Agreement, for the library's annual subscription to Naxos Music Library-Unlimited Users. The term of service begins July 1, 2021 and ends June 30, 2022. The total cost of this Agreement will not exceed \$5,200.00.

RATIONALE: Naxos Music Library has been meeting the needs of the College by providing students, faculty, staff, and community members with online music resources that are not freely available elsewhere. The Music Department strongly supported this acquisition and use the service as a primary resource for students enrolled in a wide variety of courses. The original agreement completed attorney review and all recommended changes were agreed to by NDS US.

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

NAXOS OF AMERICA, Inc.
THE AMERICAS SERVICE AGREEMENT RENEWAL / UPGRADE FORM

Customer: Triton College

Year: 2021/2022

We hereby elect to **renew** / **upgrade** (circle/highlight one) our Naxos Music Library Service Agreement for a ONE YEAR term, beginning 07/01/2021 and ending 06/30/2022 including the following: (Length of Term)
(Start Date) (End Date)

Services (please fill in appropriate boxes):

Database	Users	Price
Naxos Music Library	Unlimited	\$5200
Naxos Video Library		
NML World		
NML Jazz		
Naxos Spoken Word Library		
Naxos Works Database		
Naxos Sheet Music Library		

Sound Quality Upgrade _____ (List databases)

Annual Service Fee: \$ 5200 per annum OR **Prorated Service Fee:** \$ _____

All references to NAXOS in the Service Agreement as Naxos Digital Services US, Inc. shall be replaced with Naxos of America, Inc., a New Jersey Corporation. All rights, obligations, warranties, and representations of Naxos Digital Services US, Inc. shall be assigned to and assumed by Naxos of America, Inc. All invoices shall be issued by Naxos of America, Inc., and all payment shall be remitted to Naxos of America, Inc.

All other terms and conditions of said original Contract and any supplements and amendments thereto shall remain in force and effect for this renewal.

Permitted Number of Authorized Users: Not to exceed the number(s) of concurrent users listed above.

Please include current contact information:

Renewal Contact: Amy Pinc

Phone: 708- 456-0300 x3424 Email: amypinc@triton.edu

Invoice/ Billing Contact: Amy Pinc

Phone: 708- 456-0300 x3424 Preferred Invoice Email: amypinc@triton.edu

SIGNED by a duly authorised representative for **Naxos of America, Inc.**

Signature

Date

Randal Mark Jenkins, CEO

Name

SIGNED by a duly authorized representative for the **CUSTOMER:**

Mark R. Stephens, Board Chairman

Date

Triton College

Name of authorized office

Please return via fax (615.465.3831) or scan & email (john.sells@naxosusa.com)

Naxos of America, Inc. • 113 Seaboard Lane Suite B100 • Franklin, TN 37067 • 615-465-3831 (direct)

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

Meeting of July 20, 2021

ACTION EXHIBIT NO. 16640

SUBJECT: RATIFICATION OF FACULTY NEGOTIATED AGREEMENT 2021-2025

RECOMMENDATION: That the Board of Trustees ratify the 2021-2025 Negotiated Agreement with the Triton College Faculty Association. The Administration and the Union have negotiated a four-year extension of the existing contract which terminated June 30, 2021, with language changes and a 3.6 percent annual increase in base salary, in each year of the four-year period.

RATIONALE: This Agreement has been negotiated between the Triton College Board of Trustees and the Triton College Faculty Association and was settled June 30, 2021 with substantial completion of contract language, to be effective beginning July 1, 2021 through and inclusive of June 30, 2025. It was ratified by the membership of the Triton College Faculty Association on July 14, 2021, by a vote of 75 (seventy-five) in favor, and 8 (eight) against, passing with 82.5% percent of the ballots cast.

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