



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, September 26, 2023

- I. CALL TO ORDER** September 26, 2023 at 6:30 p.m.
Boardroom, A-300
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LX**
Minutes of the Regular Board Meeting of August 22, 2023, No. 3
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
 - A. Action Exhibits
 - 16928 Approval of FY 2023 Audit
 - 16929 Certification of Chargeback Reimbursement for FY 2024
 - 16930 Approval of FY 2024 Annual Budget
 - 16931 FY 2024 Student Activities Budget and Expenditures
 - 16932 Housing Agreement with Concordia University
 - 16933 Intergovernmental Agreement with River Grove – Fifth Avenue Benches

- 16934 Facility Fee Waiver: State of Illinois Capital Development Board
- 16935 Facility Fee Waiver: West 40
- 16936 COTG – Smart Technology Classroom Refresh
- 16937 S.E.E.D. Student Community Employment Experience – Northlake Public Library
- 16938 S.E.E.D. Student Community Employment Experience – Portillo’s Forest Park
- 16939 TECS Training Agreement with Toyota Motor Sales, USA
- 16940 Independent Contractor Agreement with Zuccarello and Associates
- 16941 Triton Tutoring Services at Oak Park Community Recreation Center
- 16942 Tuition Rate for Respiratory Care Program
- 16943 Curriculum Recommendations

B. Bills and Invoices

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

D. Human Resources Report

XIV. COMMUNICATIONS – INFORMATION

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

XV. ADJOURNMENT

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:56 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Ms. Naidelin Alvarez, Mr. Tracy Jennings, Mr. Glover Johnson, Mr. Rich Regan, Mr. Mark Stephens, Ms. Diane Viverito.

Absent: Mr. Luke Casson, Mrs. Elizabeth Potter.

Mr. Stephens noted that Mr. Casson is on vacation and Mrs. Potter has a car issue.

APPROVAL OF BOARD MINUTES

Ms. Viverito made a motion, seconded by Mr. Jennings, to approve the minutes of the Board Budget Hearing of July 18, 2023 and the Regular Board Meeting of July 18, 2023. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Faculty Association President Leslie Wester discussed Counseling’s shifted focus to mental health and their new space in A-106. She reported that Counselors helped colleagues with registration in the month of August.

Mid-Management Association President Dorota Krzykowska commented that August has been a special month, being busy and a little stressful, but with cooperation and everyone working toward the same goal. Ms. Krzykowska recognized Counseling for their help with registration, and also the Welcome Desk for their work in reducing waiting time and improving the student experience.

STUDENT SENATE REPORT

TCSA President Journey Manuel reported that student volunteers and staff are working as a Welcome Squad to assist students as the semester has begun. She also reported attending the ICCB Student Advisory Committee in Springfield in July, and announced that Student Trustee Naidelin Alvarez was elected as Secretary to that committee.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito reported that the committee met earlier this month, reviewed items pertaining to academic and student affairs, are supportive of the items, and recommend their approval by the Board of Trustees.

Finance/Maintenance & Operations

Mr. Jennings reported that the committee met on August 9, reviewed six new business items and six purchasing schedules, and forwarded all to the Board with a unanimous recommendation for approval.

ADMINISTRATIVE REPORT

None.

PRESIDENT'S REPORT

President Mary-Rita Moore reported that the fall semester is underway this week and she, faculty, and staff have been welcoming back students and community members, greeting them and providing direction to classes and resources. President Moore expressed her appreciation for everyone's efforts in making these critical connections with students during their first weeks.

CHAIRMAN'S REPORT

Chairman Stephens discussed conditions at the College when he was first elected to the Board of Trustees, and improvements that have been made physically and fiscally. He is proud of Triton College today and announced that he is going for another term. Chairman Stephens encouraged staff to keep doing all the good things they are doing, creating chances for students to improve their lives and succeed.

NEW BUSINESS

BOARD POLICY – Second Reading

Student Affairs

5102 International Student Admission

Academic Affairs

Academic Affairs Policy Revisions

Mr. Johnson made a motion, seconded by Ms. Viverito to enact the revised Board Policies. Voice vote carried the motion unanimously.

ACTION EXHIBITS

- 16917 Atlas Bobcat, Skidsteer Purchase**
- 16918 Window Replacement Phase 2 Project / CDB Increase in Project Scope**
- 16919 Diskovery Adobe Software Purchase**
- 16920 Microsoft Consolidated Campus Agreement with CDW-G**
- 16921 Agreement with Loyola University Health System dba Loyola Medicine**
- 16922 Addition and Change of Course Fees for Inclusive Access Program Effective Spring 2024**
- 16923 Curriculum Recommendations**
- 16924 Approval and Release of Closed Session Minutes of the Board of Trustees**
- 16925 Destruction of Closed Session Verbatim Recordings**
- 16926 Facility Usage Fee Reduction: PACE Suburban Bus**
- 16927 Emergency Repairs to the Chiller – Building G**

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

PURCHASING SCHEDULES

B46.01 Respiratory Therapy Lab Renovation – Building H

B46.02 Renovation & Abatement in R-221 – Building R

B46.03 Tower & Pumps Replacement – Buildings F & G

B46.04 Triton College Districtwide Combined Schedule of Classes – Spring 2024

B46.05 Triton College Connect Newsletter

B46.06 Catering Services – Child Development Center

Mr. Regan made a motion, seconded by Mr. Jennings, to approve the Purchasing Schedules.
Voice vote carried the motion unanimously.

BILLS AND INVOICES

Mr. Jennings made a motion, seconded by Mr. Regan, to pay the Bills and Invoices in the amount of \$2,641,298.31.

Roll Call Vote:

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

Absent: Mr. Casson, Mrs. Potter.

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

HUMAN RESOURCES REPORT

1.0 Faculty

Mr. Jennings made a motion, seconded by Mr. Regan, to approve pages 1 and 2 of the Human Resources Report, items 1.1.01 through 1.4.01. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Ms. Viverito made a motion, seconded by Mr. Regan, to approve pages 3 through 5 of the Human Resources Report, items 2.2.01 through 2.7.03. Voice vote carried the motion unanimously.

3.0 Administration

Mr. Jennings made a motion, seconded by Ms. Alvarez, to approve page 6 of the Human Resources Report, items 3.1.01 through 3.1.02. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Ms. Alvarez made a motion, seconded by Mr. Johnson, to approve pages 7 through 9 of the Human Resources Report, items 4.1.01 through 4.8.05. Voice vote carried the motion unanimously.

5.0 Mid-Management

Mr. Jennings made a motion, seconded by Mr. Regan, to approve pages 10 through 12 of the Human Resources Report, items 5.1.01 through 5.4.02. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Ms. Viverito made a motion, seconded by Mr. Jennings, to approve pages 12 through 14 of the Human Resources Report, items 6.1.01 through 6.4.08. Voice vote carried the motion unanimously.

7.0 Other

Ms. Alvarez made a motion, seconded by Mr. Jennings, to approve pages 15 through 17 of the Human Resources Report, items 7.1.01 through 7.6.01. Voice vote carried the motion unanimously.

ADJOURNMENT

With no further business before the Board, the Chairman asked for a motion to adjourn the Regular Meeting of the Board. Motion was made by Ms. Viverito to adjourn the meeting, seconded by Mr. Jennings. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 7:02 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Tracy Jennings
Board Secretary

Susan Page
Susan Page, Recording Secretary

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

Meeting of September 26, 2023

ACTION EXHIBIT NO. 16928

SUBJECT: APPROVAL OF FY 2023 AUDIT

RECOMMENDATION: That the Board of Trustees accept the FY 2023 audit as submitted by the accounting firm of Crowe LLP.

RATIONALE: The auditors have completed their review of the financial statements for the year ending June 30, 2023, and have expressed their opinion on the statements.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of September 26, 2023

ACTION EXHIBIT NO. 16929

SUBJECT: CERTIFICATION OF CHARGEBACK REIMBURSEMENT FOR FY 2024

RECOMMENDATION: That the Board of Trustees approve the Certification of Chargeback Reimbursement for Fiscal Year 2024 as approved by the accounting firm of Crowe LLP. The chargeback reimbursement per semester credit hour for Fiscal Year 2024 is \$316.04.

RATIONALE: The Certification of Chargeback Reimbursement is calculated in accordance with the formula specified in the Fiscal Management Manual.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

TRITON COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 504
 Certification of Charge-back Reimbursement
 Fiscal Year 2024

All fiscal year 2023 noncapital audited operating expenditures from the following funds:

1. Education Fund		\$	45,067,369
2. Operations and Maintenance Fund			9,832,910
3. Operations and Maintenance Fund (Restricted)			94,879
4. Bond and Interest Fund			6,820,090
5. Public Building Commission Rental Fund			-
6. Restricted Purposes Fund			25,489,696
7. Audit Fund			117,165
8. Liability, Protection, and Settlement Fund			3,050,148
9. Auxiliary Enterprise Fund (Subsidy Only)			1,106,434
10. Total noncapital audited expenditures			91,578,691
11. Plus depreciation on capital outlay expenditures (equipment, building, and fixed equipment paid) from sources other than state and federal funds			2,141,403
12. Total costs included			93,720,094
13. Total certified semester credit hours for FY 2023			133,546
14. Per capita cost			<u>701.78</u>
15. All FY 2023 state and federal operating grants for noncapital expenditures, except ICCB grants			<u>24,214,642</u>
16. Less FY 2023 state and federal grants per semester credit hour			<u>181.32</u>
17. Less each district's average ICCB grant rate for fiscal year 2024			<u>40.42</u>
18. Less each district's student tuition per semester credit hour for fiscal year 2024			<u>164.00</u>
19. Equals charge-back reimbursement per semester credit hour		\$	<u><u>316.04</u></u>

Approved: _____
 Vice-President of Business Services , Sean Sullivan Date _____

Approved: _____
 President , Mary-Rita Moore Date _____

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

Meeting of September 26, 2023

ACTION EXHIBIT NO. 16930

SUBJECT: APPROVAL OF FY 2024 ANNUAL BUDGET

RECOMMENDATION: That the Board of Trustees adopt the proposed Budget for FY 2024, beginning July 1, 2023 and ending June 30, 2024. The Operating Budget totals \$75,227,161 and the Non-Operating Budget totals \$61,143,925. The total Budget for FY 2024 is \$136,371,086.

RATIONALE: The Tentative Budget has been available for public inspection and submitted for public hearing as required by law. All legal requirements have been met. Note: Per ICCB guidelines, Fund 10 (Trust & Agency) is not included in the Non-Operating Budget total above.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of September 26, 2023

ACTION EXHIBIT NO. 16931

SUBJECT: FY 2024 STUDENT ACTIVITIES BUDGET AND EXPENDITURES

RECOMMENDATION: That the Board of Trustees approve the FY 2024 Budget of proposed expenditures of the Fund 10, Student Activities account. The FY 2024 Student Activities accounts have a projected revenue of \$1,171,987 and projected expenditures of \$1,171,987 resulting in no change in reserves of \$0. The fund balance as of June 2024 is projected to be \$98,822.

RATIONALE: The Trust and Agency Fund (Fund 10) for Student Activities covers expenses related to student activities. The proposed expenditures include FY 2024 transfers of \$800,000 to the Auxiliary Fund to provide financial support for athletics and student activities.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

Triton College Trust and Agency Fund Fiscal Year 2024

Revenues:		
Student activity fees		1,171,987
Total revenues		1,171,987
Expenditures:		
Salaries		74,545
Contractual services		1,500
General materials and supplies		56,292
Conference and meeting expense		41,648
Fixed		4,000
Other		194,002
Transfer to auxiliary and education funds.		800,000
Total expenditures		1,171,987
Increase (decrease) in net assets		-
Trust and agency fund liability account 10_00000000_230901540		
Balance 6/30/23 (see note 1 below)		98,800
Projected balance 6/30/24 (see note 2 below)		98,800

Note 1: The Trust and Agency fund liability account represents the excess of revenues over expenses.

Note 2: Projected balance excludes Trust and Club account balances of \$371,025.

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

Meeting of September 26, 2023

ACTION EXHIBIT NO. 16932

SUBJECT: HOUSING AGREEMENT WITH CONCORDIA UNIVERSITY

RECOMMENDATION: That the Board of Trustees approve a student housing accomodation Agreement with Concordia University for up to 3 “NJCAA Division I” student athletes for the 2023-2024 academic year. The cost per student athlete for the 2023-2024 academic year will be \$11,140, plus applicable fees. The total anticipated cost to Triton College will not exceed \$35,000.

RATIONALE: In compliance with NCJAA policies, Triton College may provide student scholarships for tuition, meals, and housing for select “NJCAA Division I” student athletes. By partnering with a local university, Triton is able to provide housing in a safe college housing and learning environment. The Agreement is an additional housing agreement to accommodate athletes that were unable to be housed at Dominican University, our primary housing partner. The Agreement between Triton and Concordia has been reviewed by counsel for both parties.

Sean Sullivan

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

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

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 Concordia University, an Illinois not-for-profit corporation ("Concordia") and Community College District 504, commonly known as Triton College, an Illinois public community college ("Triton") is effective as of this 28th day of August, 2023. This is a legally binding agreement between Concordia and Triton to provide certain housing, dining, campus support and amenities to certain Triton students (sometimes referred to herein as "Students") receiving athletic scholarship funding, processed through the Triton's financial aid office, said scholarship including monies for housing and dining expenses through Triton. Concordia has agreed to provide room and board to the Triton students under the terms as set forth below for the 2023-24 academic year.

1. **Occupancy and Services:** Concordia hereby agrees to provide housing, dining, and campus amenities for 3 Triton students from its available housing inventory for the 2023-24 academic year. The relevant costs are as follows:
 - a. Triton shall pay \$3,275 per semester to Concordia for each double occupancy room utilized by Triton students.
 - b. Triton shall pay \$2,295 per semester to Concordia for each Triton student residing on Concordia's campus to provide 225 meals per semester, including \$300 in Cougar Cash for each student.
 - c. Triton students shall be offered the opportunity to independently purchase a parking permit each semester for \$75. This expense shall be borne by the student only.

Concordia's campus shall be available at all times necessary in alignment with Triton's calendar. In the event that Triton students require access prior to or following Concordia's regular dates of operation, the parties shall agree to a prorated daily rate, based upon the rates stated above.

Triton students shall be issued Concordia Student IDs, which shall provide access to all amenities provided to Concordia students. Such amenities shall include, but shall not be limited to, the fitness center, library, campus Wi-Fi, and opportunity to participate in Concordia campus events.

Triton Students shall be required to accept and execute the Concordia student code of conduct and standard housing agreements. In the event of any violation of such codes of conduct and/or standard housing agreement, Triton shall be advised and the parties shall meet to determine necessary next steps. Students shall be directly and personally responsible for any damage to Concordia's facilities beyond reasonable wear and tear, including any costs assessed for lost keys or late check-out.

Triton shall issue payment to Concordia after being billed by Concordia for room and board, for each student placed within ten (10) days of the onset of the semester or, in the event of a mid-semester placement, a prorated payment based upon the remaining days in the semester.

2. **Termination:** Should a Triton student be removed from their housing assignment at the discretion of either Concordia or Triton, which may include a loss of athletic eligibility, Triton's obligation to pay Concordia shall be prorated to the duration of the student's occupancy at Concordia. Such proration shall include both room and board. Triton may, in consultation with Concordia, place a new student at Concordia upon the removal/departure of another Triton student.
3. **Disputes:** In the event of a dispute between Triton and Concordia, 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 accordance with the laws of the State of Illinois without regard to conflict of laws principles. 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.
4. **Authority:** Triton 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, campus services provided to or the actions or inactions of any Triton students.

Concordia 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, campus services provided to any Triton student.

5. **Indemnity:** Triton shall defend, indemnify and hold harmless Concordia, its trustees, directors, officers, employees, students, representatives, and agents (collectively, the "Concordia 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 Concordia or the Concordia Parties, including consequential and punitive damages, in any way related to or arising from the conduct of Triton students placed at Concordia pursuant to this Agreement or such students' invitees.

Concordia 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 Concordia or the Concordia Parties in connection with this Agreement or the services provided by Concordia hereunder or related to or arising from the conduct of Concordia students.

6. Miscellaneous Provisions:

a. Assignment: This Agreement may not be assigned or transferred by Triton at any time without Concordia's express written consent provided that the assignee agrees to be specifically bound by the terms of this Agreement.

b. 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.

c. Binding Effect: Concordia 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.

d. 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 an email notice (which shall be effective for all purposes hereunder), when sent to the e-mail address(es) provided below; or (iv) if by hand delivery, when received by the party to be notified. For purposes of notice, the addresses of the parties shall be as set forth below or as may be designated from time to time.

To Concordia:

Mr. Randall K. Barfield
Chief Financial Officer

To Triton:

Mr. Sean Sullivan
Vice President

e. 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.

f. 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.

g. 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.

TRITON COLLEGE
2000 5th Ave
River Grove, IL 60171

CONCORDIA UNIVERSITY

By: Sean Sullivan
Vice President, Business Services

By: Randall K. Barfield
Chief Financial Officer

Date

Date

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

Meeting of September 26, 2023

ACTION EXHIBIT NO. 16933

**SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH RIVER GROVE -
FIFTH AVENUE BENCHES**

RECOMMENDATION: That the Board of Trustees approve the Intergovernmental Agreement with the Village of River Grove to install “River Grove” benches and garbage cans along the utility easement at three locations on Triton College property: 1) The Bus Stop at Fifth Avenue and Albert Bruno Way; 2) South West Corner of Fifth Avenue and Hemingway Drive; and 3) North West Corner of Fifth Avenue and Hemingway Drive. The Village will take full responsibility and maintenance of the three locations as well as the emptying and garbage removal twice a week as needed. There is no cost to the college for construction, installation, and maintenance of these benches.

RATIONALE: The Village of River Grove has parted ways with the company hosting advertisement benches which presently line Fifth Avenue sidewalks. Removing these benches and replacing them with village owned benches will allow for better maintenance, location, and will improve the aesthetics of Fifth Avenue sidewalks in front of the college.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

INTERGOVERNMENTAL AGREEMENT BETWEEN
COMMUNITY COLLEGE DISTRICT 504 AND THE VILLAGE OF RIVER GROVE

This Intergovernmental Agreement (“IGA”), executed under the authority granted by Article VII, Section of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, for the purpose of establishing responsibility for certain property is entered into between Community College District 504, commonly known as Triton College (“College” or “Triton”), acting by and through its Board of Trustees and the Village of River Grove (“Village” or “River Grove”), acting by and through its Mayor and Board of Trustees, together referred to as “Parties.”

RECITALS

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement to give the Village immediate and regular access to certain College property, for the purpose of placing and maintaining benches and garbage receptacles at the locations set forth below; and

WHEREAS, the Village agrees to maintain full responsibility for all maintenance and care of said benches and garbage receptacles, including assuming any and all liabilities arising from such placement; and

WHEREAS, the Parties find that entering into such an Agreement serves a public purpose and enhances the community.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I. Principles of Cooperation

In order to utilize the physical space provided by the College to the highest use of the community, the Village agrees to place a bench and garbage receptacle at the following locations:

1. The Bus Stop at Fifth Avenue and Albert Bruno Way;
2. South East Corner of Fifth Avenue and Hemingway Drive; and
3. North West Corner of Fifth Avenue and Hemingway Drive.

Such placement and continued maintenance, including cleaning, repair, and regular trash collection, shall be at the sole cost and expense of the Village.

The College shall bear no responsibility for the safe condition of said benches or trash receptacles and the Village shall indemnify and hold the College, its trustees, officers, and employees harmless for any and all liability, or claims of liability, including attorneys’ fees and costs, that may arise from or be related to such benches and trash receptacles. The Village specifically waives any and all claims of local government, tort, or sovereign immunity in the event of any instance of claims or liabilities related to the above placed Village property.

II. Implementation

This IGA shall become effective as of the date on which the last Party signs this Agreement (the “Effective Date”) and shall remain in effect until the Village’s benches and trash receptacles are removed and the underlying subject property is fully restored.

This IGA may be amended by mutual written agreement of the authorized agents of each of the Parties, in their official capacities only.

III. Miscellaneous

1. Powers - This IGA does not create a partnership or a joint venture, and no Party has the authority to bind the others by virtue of participation in this IGA.
2. Responsibilities of Parties - Each Party covenants and agrees, to the extent permitted by law, that each Party shall be solely responsible for any act, omission, or failure to act by said Party or its respective employees or agents.
3. Entire Agreement - This Agreement is the entire agreement between the Parties as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof.
4. Choice of Law & Venue - This Agreement shall be governed by Illinois law and mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Cook County, Illinois.
5. Counterparts - This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the College and the Village by an authorized representative of each Party, in their official capacity only.

EXECUTED this ____ day of _____, 2023.

TRITON COLLEGE

By: _____ Printed Name: Mark R. Stephens

Title: Board Chairman

VILLAGE OF RIVER GROVE

By: _____ Printed Name: _____

Title: _____

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

Meeting of September 26, 2023

ACTION EXHIBIT NO. 16934

**SUBJECT: FACILITY FEE WAIVER:
STATE OF ILLINOIS CAPITAL DEVELOPMENT BOARD (CDB)**

RECOMMENDATION: That the Board of Trustees approve an Agreement with the State of Illinois Capital Development Board (CDB) to utilize Triton College facilities (Auditorium) for an October 17, 2023 event, between 8:00 a.m. and 12:00 p.m., to hold a vendor outreach workshop for qualified firms (contractors, subcontractors, engineers, architects, suppliers, and professional services) to learn about the BEP State certification process, all of CDB's bidding process, prequalification process, diversity requirements, and construction opportunities. The total value of the facility fee waiver is estimated at \$2,960.

RATIONALE: Triton College has developed an intergovernmental relationship with CDB and this usage maintains intergovernmental relations and provides services to the local communities.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of September 26, 2023

ACTION EXHIBIT NO. 16935

SUBJECT: FACILITY FEE WAIVER: WEST40

RECOMMENDATION: That the Board of Trustees approve a fee waiver request from the West40 Intermediate Service Center for the use of Room T106 (\$525), as well as fees associated with maintenance and audiovisual needs (\$225), on September 27, 2023 from 8:45 a.m. to 12:15 p.m. for an Immigration Network Meeting. The total value of the proposed facility waiver is \$750.

RATIONALE: This action exhibit supports our partnership with the West40 Intermediate Service Center and in-district grade schools, while promoting support of the Triton College community.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

**Facilities Rental Agreement Between
Triton College
and
West40 Intermediate Service Center
411 Lexington Street
Maywood, IL 60153**

Triton College agrees to allow use of its facility: Lecture Hall T106

Event: Immigration Network Meeting

Date/Time of Event: Wednesday, September 27, 2023, 8:45 AM – 12:15 PM
Setup 8:45 AM; main event 9:30-11:30 AM; cleanup and out by 12:15 PM

Expected attendance: 50

Fee for the event: waived (see attached Action Exhibit for details)

Renter further agrees to:

1. ~~Pay a non-refundable deposit of 50% of the total estimated costs at the time the reservation is made (at least 30 calendar days prior to the event — if less than 10 calendar days — cash or cashier's check.), and remit the remaining balance at least 10 calendar days before the event. If the event is cancelled with more than 30 calendar days advance written notice, the above fee shall be refunded. If the event is cancelled with less than 30 calendar days advance written notice, except as provided in Attachment D, the above fee shall not be refunded and shall reflect liquidated damages as the parties agree the real damages would be impossible to determine.~~
2. ~~Pay an additional damage deposit of \$TBD at the time the reservation is made (to be returned if no damage has occurred).~~
3. Provide evidence of insurance naming **Triton College, District No. 504, its affiliates, officers, directors, trustees, volunteers, employees, and students as additional insured with minimum limit of \$2,000,000 per occurrence for bodily injury and property damage, and \$5,000,000 in the aggregate.** The insurance coverage must show additional insured status to Triton College on a primary and non-contributory basis. The actual endorsement to the policy naming Triton as additional insured (or a "blanket additional insured" endorsement) must be attached to the Certificate of Insurance.
4. Familiarize itself and abide by College regulations and including those pertaining to the Triton College campus and the area rented, as identified in Attachment B and Attachment C of the Rental Application (if applicable). Renter has already agreed to these regulations in the Terms & Conditions of the Rental Application.
5. Hold Triton College harmless for any loss, injury or damages arising from applicant's use of the rented facilities.
6. Adhere to current CDC Recommendations and State/County/College Guidelines in case of pandemic/emergency (see Attachment D of the Rental Application). Renter has already agreed to these regulations in the Terms & Conditions of the Rental Application.
7. Triton College does not provide I.T. support for outside organization. Required I.T. Network Services must be contracted individually with an approved college employee for these dates.

Sean Sullivan
Triton College

(Date)

Maria-Elena Agrela

(Date)

West40 Intermediate Service Center

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

Meeting of September 26, 2023

ACTION EXHIBIT NO. 16936

SUBJECT: COTG – SMART TECHNOLOGY CLASSROOM REFRESH

RECOMMENDATION: That the Board of Trustees approve the purchase and installation of twenty (20) SMART 86” MX Series interactive panels from COTG at a cost of \$4,993 per panel for a total FY24 cost not-to-exceed \$99,860.

RATIONALE: Refreshing end of life interactive classroom technology with new SMART interactive panels will provide Triton with the essential technology tools to promote, support, and sustain effective technology and learning. This equipment will replace old classroom technology as part of our annual technology refresh. It will address the replacement of equipment that is the most out of date and in the highest need of replacement. This technology provides an engaging and interactive method for instructors to deliver course content to Triton students. Purchases of computer and data processing equipment are exempt from bidding by state statute.

Sean Sullivan

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

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No



A Xerox Company

1-Aug-23

Mike Druwe
3 Territorial Court
Bolingbrook, IL 60440
Phone: 630.771.8045
Fax: 630.771.2645

Sales Order

Customer information form including CUSTOMER #, BILL TO CUSTOMER NAME (PLEASE PRINT) Triton College, ADDRESS 2000 5th Ave, CITY River Grove, STATE IL, ZIP 60171, CUSTOMER CONTACT NAME Pat Kushino, and CUSTOMER PHONE # 708-779-4007.

EQUIPMENT INFORMATION

Table with 5 columns: QTY, ITEM, DESCRIPTION, UNIT PRICE, TOTAL. Rows include items like SBID-MX286-V4-PW, EOW2-SBID-86, WM-SBID-200, CAT5-XT-1100, and Labor.

Summary table with columns: PAYMENT TERMS (NET 30 DAYS), TAX = 8.5% / TAX EXEMPT, DELIVERY, SUBTOTAL (\$96,800.00), and TOTAL (\$99,860.00).

CUSTOMER ACCEPTANCE

WE HERBY AGREE to purchase the item(s) listed above in accordance with the terms and provisions set forth on both sides hereof. Customer acknowledges that it has read this agreement of sale and understands and agrees to all terms and conditions stated on both sides herein.
I authorize Chicago Office Technology Group to obtain credit information from any consumer reporting agency to determine credit worthiness.
SALES REP: Mike Druwe
SIGNERS NAME (PRINT):
SIGNATURE:
TITLE:
DATE:

Version: 120117ENST

COTG
SALES ORDER TERMS AND CONDITIONS

1. **Definitions.** The first page of this Sales Order is called the Cover Page. The Cover Page and the Terms and Conditions page, along with a listing of additional goods on Schedule A (if attached), represent the agreement (the "Agreement") between COTG (the "Company") and the Customer, as defined on the Cover Page ("Customer"), with respect to the sale of those certain goods identified on the Cover Page and Schedule A, if attached (the "Goods" or "Equipment").
2. **Scope.** This Agreement may be executed for:
 - a) A **SALE** of the Goods. If a SALE, subject to any special terms indicated on the Cover Page or Schedule A, the Company hereby offers to sell and Customer hereby accepts to purchase those Goods in the quantity and for the price indicated on the Cover Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer may elect to be invoiced for the Goods. In any circumstance, Customer will pay invoices within 30 days after the invoice date. A late charge will be assessed against Customer on invoice balances 10 days or more overdue at the rate of 1.5 percent per month, but not in excess of the lawful maximum. The Customer is responsible for paying for all collection fees, attorneys' fees and court costs incurred by the Company in enforcing the terms of this Section 2(a).
 - b) A **LEASE** of the Goods. If a LEASE, Customer will execute a separate leasing agreement which will fund the purchase of those Goods in the quantity indicated on the Cover Page for the benefit of Customer. Upon execution of leasing documents, the Customer shall be responsible to leasing company to satisfy the terms and conditions of the leasing documents. If, however, a LEASE cannot be so executed within 15 days of Customer's execution of this Agreement, Customer must immediately return the Goods to Company in Like New condition.
 - c) A **RENTAL** of the Goods. If a RENTAL, Customer will execute a separate rental agreement with the Company. Customer shall be responsible for satisfying the terms and conditions of the rental agreement.
3. **Acceptance and Non-Cancellation.** This Sales Order and Agreement shall become binding upon the Customer's execution of this Agreement and may not be cancelled or altered thereafter without the Company's written consent.
4. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Goods at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements; (3) the Goods are to be delivered to a location outside of the Company's service area. All risk of loss will transfer to the Customer upon delivery.
5. **Taxes.** Customer shall pay all federal, state, and local sales, use, property, excise, or other taxes imposed on or with respect to the purchase price of the Goods.
6. **Force Majeure.** The Company shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of services resulting from acts of God, civil or military catastrophe, strikes, embargoes, transportation delays, inability to obtain materials from suppliers, product deficiencies, or any other situation beyond the reasonable control of the Company.
7. **Default.** Customer will be in default of this Agreement if Company does not receive payment within 10 days after the date payment is due or Customer breaches any other obligation under this Agreement. Customer will pay all reasonable costs, including attorneys' fees, incurred by the Company to enforce this Agreement and/or any disputes arising with regard to the Goods. In addition to any remedies under the law, if Customer breaches this Agreement and fails to cure said breach within 20 days after receipt of notice from the Company, the Company may terminate this Agreement.
8. **Indemnification.** (a) Customer is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to or in any manner arising out of the use, ownership, possession, or funding or financing, of the Goods (including but not limited to the negligence of Customer, Customer's employees or agents, or any third party), and, (b) Customer is responsible for any and all costs and attorneys' fees incurred by the Company relating to any such claim. Customer will reimburse and, if requested, defend the Company at Customer's own cost and expense, against any Claims. Customer's obligations under this Section 10 shall survive termination of this Agreement.
9. **WARRANTIES AND LIMITATION OF LIABILITY ON WORK PERFORMED. THERE ARE NO WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, ON ANY GOODS PROVIDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO OBLIGATION OR LIABILITY SHALL GROW OUT OF THE COMPANY RENDERING TECHNICAL OR OTHER ADVICE IN CONJUNCTION WITH GOODS PROVIDED UNDER THIS AGREEMENT.**
10. **Limitation of Liability.** The Company's total liability to Customer for any claim, whether based in contract, tort, common law, or statute, arising out of, connected with, or resulting from the furnishing or failure to furnish any Goods under this Agreement (and the associated delivery and installation of said goods) shall not exceed the cost paid by the Customer for the Goods which give rise to the claim. In no event shall the Company be liable for any incidental, consequential, or special damages incurred by Customer or any third party, including without limitation any loss of use, loss of anticipated profits, costs or downtime, or for substitute equipment, and any claims of Customer's clientele for service interruptions or failure to supply.
11. **Limited License to Use Software.** The Company grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with the Equipment ("Base Software") with which it was delivered; and (b) software and accompanying documentation identified on the Cover Page as "Application Software" only on any single unit of Equipment for as long as Customer is current in the payment, including any applicable software license fees (if any). Third Party Software may also be obtained under this Agreement and may be subject to a separate End User License Agreement. "Base Software," "Application Software," and "Third Party Software" are referred to collectively as "Software". Customer has no other rights and may not (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this subsection). The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; (ii) Customer is a lessor of the Equipment and its first lessee no longer uses or possesses it; or (iii) upon the expiration of any installment payments under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Company nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.
12. **Governing Law.** This Agreement shall be governed by the laws of the state of Illinois without regard to the conflict of laws or principles of such states.
13. **Errors.** The Company reserves the right at its sole discretion to correct clerical and typographical errors in this Agreement.
14. **Severability.** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.
15. **Modifications.** No modification, amendment, or other change shall be binding on the parties unless agreed to in writing by each party's authorized representative.
16. **Waiver.** The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.
17. **Relationship.** The relationship of the parties established under this Agreement is that of independent contractor and neither party is a partner, employee, agent or joint venturer of or with the other.
18. **Assignment.** Any assignment of this Agreement by Customer without the prior written consent of the Company shall be void and unenforceable.

THE CUSTOMER ACKNOWLEDGES THAT S/HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE CUSTOMER TO SAME, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS AGREEMENT SUPERSEDES ANY PRIOR PROPOSALS, QUOTATIONS, OR COMMUNICATIONS, WRITTEN OR ORAL, REGARDING THE PURCHASE OF THE GOODS FROM THE COMPANY. THE CUSTOMER FURTHER UNDERSTANDS THE COMPANY IS NOT A PARTY TO ANY LEASING DOCUMENTS EXECUTED BETWEEN CUSTOMER AND THE LEASING COMPANY, AND THIS AGREEMENT IS NOT INTENDED TO SUPERSEDE ANY LEASING DOCUMENTS, OR OTHER CONTRACTS OR AGREEMENTS WHICH CUSTOMER MAY EXECUTE WITH THE COMPANY.

Initial _____
Date _____

Mark R. Stephens, Board Chairman, Triton College

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

Meeting of September 26, 2023

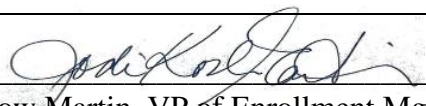
ACTION EXHIBIT NO. 16937

**SUBJECT: S.E.E.D. STUDENT COMMUNITY EMPLOYMENT EXPERIENCE
(NORTHLAKE PUBLIC LIBRARY)**

RECOMMENDATION: That the Board of Trustees approve a S.E.E.D. (Skill Enhancement and Employee Development) Program; Community Work Experience Partnership Agreement, with Northlake Public Library. Student compensation, if any, is at the discretion of the employer. The Agreement shall renew annually, unless cancelled by either party. In the event the Agreement is not renewed, students who are participating in the employment experiences at the time of expiration shall be allowed to complete such assignment under the terms and conditions set forth herein. The employers will work with Triton enrolled S.E.E.D. students at no cost to the College.

RATIONALE: The S.E.E.D. program requires 120 hours of classroom instruction, 30 hours of an on-campus employment experience, and 75 hours of off-campus community employment experience for students to complete the program and receive a certificate from Triton College's School of Continuing Education.

Submitted to Board by: _____


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

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

TRITON COLLEGE SCHOOL OF CONTINUING EDUCATION AND CENTER FOR ACCESS AND ACCOMMODATIVE SERVICES (CAAS)

S.E.E.D. Program Community Work Experience Partner Agreement

This partnership is for the sole and limited purpose of providing employment skills training to students enrolled in Triton's Skill Enhancement and Employee Development (S.E.E.D.) program under the auspices of Northlake Public Library (hereinafter "Employer Partner"). There shall be no cost, fee, or remuneration associated with this Agreement.

Triton and Employer Partner shall each maintain in force for the duration of this Agreement comprehensive liability insurance with limits of \$2/\$5 million. Proof of insurance shall be made available upon request. Each party agrees to hold harmless and indemnify the other, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the party, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of the other party, its officers, agents or employees, under this Agreement. Either party may terminate this agreement by providing written notice signed by the authorized agent. In the event of termination, every effort shall be made to allow participating students to complete their work assignment.

Employer Partner shall:

- Provide the student with a 75-hour on-site work experience within from 10/16 until 12/20. This Agreement shall automatically renew for successive one (1) year terms unless terminated as provided above.
- Orient the student to the operation, to appropriate employees, and to the tasks and roles expected.
- Designate a qualified person to supervise the student's time, activities, and learning, provide any needed accommodations, and evaluate the student's performance.
- Complete and submit required documentation to CAAS by the deadline, including agreed-upon skill goals and learning objectives, work hours and attendance, and student evaluation and feedback forms.
- Contact the Coordinator of the S.E.E.D. program should a problem arise with a student.
- Not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Employer certifies that it is an equal opportunity employer, maintains a sexual harassment and Drug Free Workplace policy.

Triton shall:

- Assume responsibility for any necessary approval by the Illinois Community College Board.
- Maintain responsibility for student grading.
- Advise students of the requirement to observe policies, procedures, and other regulations imposed by Employer.
- Comply with the removal of a student from the work site if, after a conference, it is the reasonable opinion of the Employer Partner that the student's performance or conduct is inappropriate for the work environment.

FOR EMPLOYER:

FOR TRITON COLLEGE, in an official capacity only:

NAME: LAURA BARTNIK

Mark R. Stephens, Board Chairman

TITLE: Director

Tracy Jennings, Secretary

DATE: 8/28/23

DATE: _____

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

Meeting of September 26, 2023

ACTION EXHIBIT NO. 16938

**SUBJECT: S.E.E.D. STUDENT COMMUNITY EMPLOYMENT EXPERIENCE
(PORTILLO'S – FOREST PARK)**

RECOMMENDATION: That the Board of Trustees approve a S.E.E.D. (Skill Enhancement and Employee Development) Program; Community Work Experience Partnership Agreement, with Portillo's (Forest Park). Student compensation, if any, is at the discretion of the employer. The Agreement shall renew annually, unless cancelled by either party. In the event the Agreement is not renewed, students who are participating in the employment experiences at the time of expiration shall be allowed to complete such assignment under the terms and conditions set forth herein. The employers will work with Triton enrolled S.E.E.D. students at no cost to the College.

RATIONALE: The S.E.E.D. program requires 120 hours of classroom instruction, 30 hours of an on-campus employment experience, and 75 hours of off-campus community employment experience for students to complete the program and receive a certificate from Triton College's School of Continuing Education.

Submitted to Board by: _____


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

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

TRITON COLLEGE SCHOOL OF CONTINUING EDUCATION AND CENTER FOR ACCESS AND ACCOMMODATIVE SERVICES (CAAS)

S.E.E.D. Program Community Work Experience Partner Agreement

This partnership is for the sole and limited purpose of providing employment skills training to students enrolled in Triton's Skill Enhancement and Employee Development (S.E.E.D.) program under the auspices of Portillo's-Forest Park (hereinafter "Employer Partner"). There shall be no cost, fee, or remuneration associated with this Agreement.

Triton and Employer Partner shall each maintain in force for the duration of this Agreement comprehensive liability insurance with limits of \$2/\$5 million. Proof of insurance shall be made available upon request. Each party agrees to hold harmless and indemnify the other, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the party, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of the other party, its officers, agents or employees, under this Agreement. Either party may terminate this agreement by providing written notice signed by the authorized agent. In the event of termination, every effort shall be made to allow participating students to complete their work assignment.

Employer Partner shall:

- Provide the student with a 75-hour on-site work experience within from October 16 until December 20, 2023. This Agreement shall automatically renew for successive one (1) year terms unless terminated as provided above.
- Orient the student to the operation, to appropriate employees, and to the tasks and roles expected.
- Designate a qualified person to supervise the student's time, activities, and learning, provide any needed accommodations, and evaluate the student's performance.
- Complete and submit required documentation to CAAS by the deadline, including agreed-upon skill goals and learning objectives, work hours and attendance, and student evaluation and feedback forms.
- Contact the Coordinator of the S.E.E.D. program should a problem arise with a student.
- Not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Employer certifies that it is an equal opportunity employer, maintains a sexual harassment and Drug Free Workplace policy.

Triton shall:

- Assume responsibility for any necessary approval by the Illinois Community College Board.
- Maintain responsibility for student grading.
- Advise students of the requirement to observe policies, procedures, and other regulations imposed by Employer.
- Comply with the removal of a student from the work site if, after a conference, it is the reasonable opinion of the Employer Partner that the student's performance or conduct is inappropriate for the work environment.

FOR EMPLOYER:

FOR TRITON COLLEGE, in an official capacity only:

NAME: Shannen O'Meara

Mark R. Stephens, Board Chairman

TITLE: General Manager

Tracy Jennings, Secretary

DATE: 8/25/23

DATE: _____

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

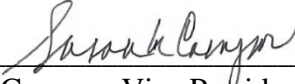
Meeting of September 26, 2023

ACTION EXHIBIT NO. 16939

SUBJECT: TECS TRAINING AGREEMENT WITH TOYOTA MOTOR SALES, USA

RECOMMENDATION: That the Board of Trustees approve the Technical Education College/High School Support Elite (TECS) Training Agreement with Toyota Motor Sales, USA, Inc. Toyota will loan one or more vehicles and required service training items to the College, and in exchange, Triton will commit to offering high-quality technical training. The Agreement will become active on October 30, 2023, and shall expire in four years on September 30, 2027, subject to renewal or renegotiation. Either party may suspend participation at any time by providing one (1) month written notice to the other party. There is no specific cost to the college for the implementation of this Agreement.

RATIONALE: This training Agreement will provide students and faculty access to additional high-quality technical training and equipment which parallels today's technology.

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

Board Officers' Signatures Required:

Mark R. Stephens Board Chairman	Tracy Jennings Secretary	Date
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Related forms requiring Board signature: Yes No



Technical Education College/High School Support Elite TRAINING AGREEMENT

This Technical Education College/High School Support Elite Training Agreement Summary (this “**Summary**”) is effective on the date set forth below (the “**Effective Date**”) and is entered into by and between the training school identified below (“**Training School**”) and Toyota Motor Sales, USA, Inc. (“**Toyota**”).

This Summary incorporates the attached Technical Education College/High School Support Training Terms and Conditions (the “**Terms & Conditions**”), which, together with the Summary, constitute this “**Agreement**.” Terms not defined in this Summary have the meanings set forth in the Terms & Conditions.

Training School and Toyota are each a “**Party**”, and are collectively “**Parties**”, to this Agreement.

Effective Date: October 30, 2023

Training School: Triton College

Training School Address: 2000 Fifth Ave., River Grove, IL 60171

Training School Dealer Code (if applicable): To be Assigned by Toyota.

Training School Contact: Ken Davis, Automotive Chairperson, kennethdavis@triton.edu, 708-456-0300 ext. 3970

Toyota Contact: Joseph Myers, Manager Technical Training, joseph.myers@toyota.com, (469) 292-6213

By signing below, each Party acknowledges the adequacy and sufficiency of the consideration supporting this Agreement and agrees to be bound by the terms of this Agreement (including the attached Terms & Conditions), in their official capacity only and not as an individual, which it has read in its entirety.

Duly signed by authorized representatives of the Parties:

TOYOTA MOTOR SALES, USA, INC.

TRITON COLLEGE

By: _____

By: _____

Name: Howard Abrahams

Name: Mark R. Stephens

Title: Senior Manager Technical Training

Title: Board Chairman

6565 Headquarters Drive

2000 Fifth Ave.

Plano, Texas 75024

River Grove, IL 60171

Attn: General Counsel

Attn: Board Chairman

Indirect Procurement Authorization

**TECHNICAL EDUCATION COLLEGE/HIGH SCHOOL SUPPORT ELITE TRAINING
AGREEMENT
TERMS AND CONDITIONS**

Toyota has established a program known as the Technical Education College/High School Support Elite (“**TECS ELITE Program**”) pursuant to which Toyota provides support to educational institutions with the goal of providing more accessible technical training to students.

Training School desires to participate in the TECS ELITE Program with the goal of providing for its automotive students, a high quality educational experience, which parallels today’s technology.

NOW, THEREFORE, the Parties agree as follows:

Section A - Training School’s Obligations

1. The obligations of the Training School and the requirements to be met by the Training School with respect to its participation in the TECS ELITE Program, including certification requirements, instructor qualifications and training, curriculum, recruiting, accounting and administrative and other matters are as specified in the TECS ELITE Policies and Procedures Manual , as updated from time to time (the “**Manual**”). Training School’s continued participation in the TECS ELITE Program and Toyota’s obligation to continue to support the Training School’s TECS ELITE Program is contingent on the Training School’s compliance with its obligations under the Manual.
2. Training School must be accredited by the Automotive Service Excellence Education Foundation (“**ASE**”) at the AST - Automobile Service Technology level. Training Partner is responsible for ensuring that its ASE accreditation is current. ASE accreditation must be renewed every five (5) years.
3. Training School shall provide an appropriate number of days of in-service release time per year for appropriate full-time automotive instructors to attend the Toyota technical training courses needed to maintain Toyota Certification. *See* Policy S-7, Instructor Certification Requirements, in the Manual.
4. Training School shall assign one qualified faculty member to support the full scope of TECS ELITE Program operations, certification and delivery, and shall also designate an alternate point of contact for equipment pick up and deliveries in the absence of the assigned faculty member. *See* Policy S-7, Instructor Certification Requirements, in the Manual.
5. Training School shall appoint a program coordinator who shall represent the Training School in all matters relating to this Agreement and who shall be considered by Toyota as the key contact person. *See* Policy S-1, Program Coordinator Responsibilities, in the Manual.
6. In the spirit of the cooperative link established by this Agreement, the Training School agrees to expand the scope of its automotive program as necessary to meet the curriculum and other requirements specified in the Manual. *See* Policy S-3, TECS ELITE Manufacturer Curriculum in the Manual.
7. In the event the Training School no longer desires to use certain equipment, vehicles or components furnished to the Training School by Toyota for use in the Training School’s TECS ELITE Program, the Training School shall transfer or dispose of such items or components or portions thereof in compliance with the terms of this Agreement, the applicable loan agreement between the Parties, the Manual and all Applicable Laws (as defined below). “**Applicable Laws**” means any and all foreign or U.S. federal, state or local laws, rules, and regulations, including any new laws or subsequent amendments to or new versions of any of the foregoing.
8. The term “**Confidential Information**” means all material or information relating to Toyota’s business operations and affairs, TECS ELITE Program and any associated Training Items, business plans, research and development that Toyota treats as confidential and is made available by Toyota to the Training School. Training School shall not use Confidential Information for any purpose other than the performance of its obligations or exercise of its rights in accordance with this Agreement and shall not disclose such Confidential Information to any third party. Notwithstanding the foregoing, the Training School may disclose Confidential Information to the extent required by applicable law, including Illinois Freedom of Information Act requests, a court or other governmental authority, provided that the Training School: (a) gives Toyota reasonable prior notice of the disclosure and (b) reasonably cooperates with Toyota in Toyota’s efforts to limit the disclosure, provided that Toyota shall be responsible for costs directly incurred by Toyota in any effort to limit disclosure. Upon expiration or termination of the Agreement, the Training School shall return or destroy all Confidential Information in its possession; provided, however the Training School may retain one (1)

copy of all Confidential Information for archival purposes.

9. “**Personally Identifiable Information**” means (a) any personally identifiable information that is capable of identifying a natural person, which may include but is not limited to: name, address, telephone number, e-mail address, social security number, driver’s license number; state-issued identification card number; and/or an account number, credit or debit card number, in combination with or without any required security code, access code or password that would permit access to an individual’s financial account; (b) any “non-public personal information” as that term is defined at 15 U.S.C. § 6809(4) of the Gramm-Leach-Bliley Act, as well as under any other Applicable Laws protecting from disclosure, use and/or reproduction information linked to a particular individual; and/or (c) any “personally identifiable health information” as defined at 45 C.F.R. § 160.103. When the Training School requests and obtains Personally Identifiable Information from its students, the Training School shall comply with all Applicable Laws and obtain all legally required permissions and consents from each student to share the student’s Personally Identifiable Information with Toyota. *See* Policy S-2, TECS ELITE Student Recruiting and Enrollment, in the Manual. The Training School shall be fully responsible for any actions or inactions of its employees and contractors in connection with the TECS ELITE Program, including, without limitation, authorized or unauthorized collection, storage, disclosure, disposal and use of, and access to, Personally Identifiable Information by its personnel.

Section B - Toyota Obligations

As detailed in the Manual, Toyota shall provide certain training and financial support, including the following:

1. Toyota shall make available a minimum of one (1) training space in each Toyota course scheduled at the Training School’s facility (or, if courses are not held at the Training School, at a Toyota District or Regional Training Center) for the purpose of in-service training of the Training School’s automotive instructors. *See* Policy S-7, Instructor Certification Requirements, in the Manual.
2. Toyota shall provide, through sale, donation or loan, training aids selected by Toyota, vehicles for use in training, as well as special service tools, parts, materials and equipment selected and deemed necessary by Toyota (collectively, “**Training Items**”), in each case, when available and applicable to the Training School’s need. Generally, need is determined by Toyota with

reference to the number of students enrolled and/or the average annual TECS ELITE Program graduate count from the Training School. The Training School is responsible for procuring insurance against loss of any and all Training Items, and for obtaining automotive liability insurance with respect to any vehicle that may be provided by Toyota to the Training School in connection with the TECS ELITE Program. *See* the Dollar Sale Titled Vehicle Purchase, Sale and Release Agreement (**Exhibit A**).

3. Provision of any vehicle by Toyota shall be contingent on the Training School’s execution of a Master Vehicle Loan and Release Agreement Summary (Production and/or Prototype Vehicles) (“**Master Vehicle Agreement**”) for such vehicle. Provision of any Training Item by Toyota shall be contingent on the Training School’s execution of a Master Equipment, Training Aid and Material Loan and/or Donation and Release Agreement Summary (Equipment, Components, Materials) (“**Master Equipment Agreement**”) for such Training Item.
4. Toyota shall provide the Training School with a recommended student curriculum containing Toyota-specific automotive course recommendations for all TECS ELITE Programs. *See* Policy S-3, TECS ELITE Manufacturer Curriculum, in the Manual.

Section C -

Term of Agreement and Additional Terms

1. This Agreement shall commence on the Effective Date and shall continue for a term of four (4) years thereafter, at which time it is subject to renewal or renegotiation on the part of the Training School and Toyota; provided, however, that either Party may terminate this Agreement at any time, with or without cause, with a minimum of one (1) month’s written notice being provided to the person that the other Party identified by name and title above. Any courses in progress at the time of termination shall be permitted to continue until the end of the session or semester under the terms and conditions stated herein. The Training School’s breach of a Master Vehicle Agreement and/or Master Equipment Agreement may result in immediate termination of this Agreement by Toyota, in its sole and absolute discretion.
2. Should Toyota or the Training School elect to terminate this Agreement, all loaned Training Items shall be disposed of in accordance with this Agreement, the applicable Master Vehicle Agreement or Master Equipment Agreement, the Manual, and all Applicable Laws. The Parties shall cooperate in the orderly winding down of the Training School’s TECS ELITE Program, including the completion or termination of any training courses in progress at the time of termination of the

Training School's TECS ELITE Program, and support of students enrolled in the TECS ELITE Program. Sections A.7-A.8 and C.2-C.8 shall survive any termination or expiration of this Agreement.

3. Nothing contained in this Agreement shall create, and/or be construed and/or deemed to create, the relationship of employer and employee, principal and agent, joint venturer or partner (or constitute participants in a joint undertaking) between Toyota and the Training School. None of the benefits of employment, including accrual or tenure or worker's compensation benefits, shall be available to the other party's employees by virtue of this Agreement.

4. No waiver or amendment of any term of this Agreement shall be effective unless made in writing and signed by an authorized representative of Toyota and Training School.

5. All notices shall be sent to the designated Toyota contact or the Training School contact designated above. All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, certified mail (postage pre-paid, certified and return receipt requested), or facsimile transmission. Such notices shall be deemed given upon personal delivery, upon date of certified mail receipt, or upon acknowledgment of receipt of facsimile transmission, as applicable.

6. The Training School shall not assign this Agreement or any rights or obligations hereunder without the prior written approval of Toyota, in its sole and absolute discretion; any assignment in violation of this provision shall be null and void.

7. The prevailing party in any Dispute shall be entitled to recover its reasonable and necessary attorneys' fees, expert witness fees and costs.

8. This Agreement (including any addenda and exhibits hereto) may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same Agreement. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

9. Each party agrees to hold harmless and indemnify the other, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against a

party, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of: i. the willful misconduct or gross negligence @of the indemnifying party, its officers, agents or employees; ii. the death or bodily injury of any natural person caused by the tortious conduct of the indemnifying party, its officers, agents or employees; or iii. the damage, loss, or destruction of any real or tangible property caused by the tortious conduct of the indemnifying party, its officers, agents or employees. .

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

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

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

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

Exhibit A – DO NOT SIGN

**TOYOTA CORPORATE SUPPORT PROGRAM
DOLLAR SALE TITLED VEHICLE PURCHASE, SALE AND RELEASE AGREEMENT**

THIS DOLLAR SALE TITLED VEHICLE PURCHASE, SALE AND RELEASE AGREEMENT (this “**Agreement**”) is made and entered into this _____ day of _____, 20__, by and between Toyota Motor Sales, USA, Inc. on behalf of its Toyota and Lexus divisions (collectively, “**Toyota**”), and

(“**Purchaser**”) with reference to the following:

Name Location

Purchaser is a party to a Toyota Technical Education College/High School Support Training Agreement with Toyota. Toyota has agreed to sell a Toyota vehicle (the “**Vehicle**”) to Purchaser on certain conditions as set forth below.

NOW, THEREFORE, the Parties agree as follows:

1. Toyota hereby sells, transfers and conveys to Purchaser all right, title and interest in and to the Vehicle, described more particularly as:

Year Make Model Vehicle Identification Number

The purchase price for the Vehicle is One Dollar (\$1.00), exclusive of tax, title license, registration and delivery fees for which the Purchaser shall be solely responsible, such purchase price payable no later than the date that the Vehicle is delivered to Purchaser. Purchaser shall register the Vehicle in Purchaser’s name in the state where the Vehicle shall be garaged in compliance with the laws of the state in which the Vehicle shall be garaged.

2. Purchaser acknowledges and agrees that the Vehicle is being purchased “AS-IS” and “WITH ALL FAULTS.” Purchaser understands and agrees that the Vehicle is not covered by any warranty or representation, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. Toyota has made no representations or statements regarding the capability of the Vehicle to perform any use or function contemplated by Purchaser and Purchaser does not rely on any such statements in accepting the Vehicle.

3. Toyota understands that the Vehicle shall be used by Purchaser in whole or in part for educational purposes in connection with Purchaser’s automotive repair training curriculum, and that students may work on the Vehicle. TOYOTA SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO PURCHASER, OR TO ANYONE ELSE OR ANY OTHER ENTITY, NOR TO ANY PROPERTY OF SAME, OF ANY KIND AND HOWEVER CAUSED, CONNECTED WITH, ARISING FROM, RELATED TO OR BASED UPON THE SALE, USE, OPERATION, TESTING, CONDITION, OWNERSHIP OR TRANSFER OF THE VEHICLE, WHETHER CAUSED BY THE VEHICLE, OR THE REPAIR, MAINTENANCE, OR EQUIPMENT THEREOF, OR BY ANY FAILURE OR INTERRUPTION OF SERVICE THEREOF. TRAINING SCHOOL HEREBY RELEASES AND DISCHARGES TOYOTA, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, DEALERS, AND EACH OF THEIR RESPECTIVE REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “**TOYOTA PARTIES**”), TO THE FULLEST EXTENT PERMITTED BY LAW, FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, DAMAGES, JUDGMENTS AND EXPENSES, INCLUDING FROM ANY AND ALL DAMAGES AND CLAIMS ARISING FROM ANY ALLEGED DEFECTS, OF ANY NATURE, WHETHER KNOWN OR UNKNOWN, IN THE VEHICLE; INCIDENTAL AND CONSEQUENTIAL DAMAGES; LOST PROFITS; ATTORNEYS’ AND EXPERT WITNESS FEES, AND COSTS ARISING IN ANY WAY FROM THE TRAINING SCHOOL’S USE, PERFORMANCE OF ANY ACTIVITY UPON, OR POSSESSION OF THE VEHICLE OR BREACH OF THIS AGREEMENT (COLLECTIVELY, “**CLAIMS**”).

Purchaser expressly waives the rights and benefits available to it under the provision of Section 1542 of the California Civil Code which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." If Purchaser is based in a jurisdiction other than California, Purchaser waives any comparable statute or doctrine in that jurisdiction.

4. Purchaser has sole responsibility for performing all service, maintenance and repair of the Vehicle at no cost to Toyota. If Purchaser intends to permit the Vehicle to be driven at any time, Purchaser shall be solely responsible for maintaining liability and uninsured motorist insurance on the Vehicle at the minimum statutory limits required by any applicable laws of the state in which Purchaser shall garage the Vehicle.

5. To the fullest extent permitted by Applicable Laws, the Training School shall indemnify the Toyota Parties and hold the Toyota Parties harmless of and from any and all Claims that may be asserted or arise by reason of, or out of any use, maintenance or operation of, possession of and/or performance of any activity upon the Vehicle IT IS THE INTENT OF THE PARTIES THAT THE TRAINING SCHOOL SHALL REIMBURSE AND INDEMNIFY THE TOYOTA PARTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS REGARDLESS OF WHETHER THE DAMAGES ARISING FROM THE USE OR ACTIVITY OF THE VEHICLE THAT ARE THE SUBJECT OF THIS OBLIGATION ARE CAUSED IN PART BY THE NEGLIGENCE, STRICT LIABILITY OR OTHER ACT OR OMISSION OF ANY INDEMNIFIED TOYOTA PARTY.

6.. The prevailing party in any Dispute shall be entitled to recover its reasonable and necessary attorneys' fees, expert witness fees and costs.

7. This Agreement may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same Agreement. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written, in their official capacities only.

TRITON COLLEGE

Toyota Motor Sales, USA, Inc.

By: _____

By: _____

Name:

Name:

Title:

Title: Senior Manager Technical Training

Date: _____

Date: _____

**TOYOTA
CORPORATE SUPPORT PROGRAM
MASTER VEHICLE LOAN AND RELEASE AGREEMENT SUMMARY
(PRODUCTION AND/OR PROTOTYPE VEHICLES)**

This Master Vehicle Loan and Release Agreement Summary (this “**Summary**”) is effective on the date set forth below (the “**Effective Date**”) and is entered into by and between the Training School identified below (“**Training School**”) and Toyota Motor Sales, USA, Inc. (“**Toyota**”).

This Summary incorporates the attached Master Vehicle Loan and Release Agreement Terms and Conditions (the “**Terms & Conditions**”), which, together with the Summary, constitute this “**Agreement**.” Terms not defined in this Summary have the meanings set forth in the Terms & Conditions.

Training School and Toyota are each a “**Party**”, and are collectively “**Parties**”, to this Agreement.

E Effective Date: October 30, 2023

Training School: Triton College

Training School Address: 2000 Fifth Ave., River Grove, IL 60171

Training School Dealer Code (if applicable): To be Assigned by Toyota.

Training School Contact: Ken Davis, Automotive Chairperson, kennethdavis@triton.edu, 708-456-0300 ext. 3970

Toyota Contact: Joseph Myers, Manager Technical Training, joseph.myers@toyota.com, (469) 292-6213

Contact Information for transmission of reports under Exhibit A should be sent to: TOYOTA TRAINING AID MANAGEMENT, C/O STERICYCLE EXPERT SOLUTIONS, 8555 AIRPORT FREEWAY, SUITE 100, NORTH RICHLAND HILLS, TEXAS 76180, ATTN. KAREN WATTS, 800-215-6230 XT 7917, KAREN.WATTS@STERICYCLE.COM.

By signing below, each Party acknowledges the adequacy and sufficiency of the consideration supporting this Agreement and agrees to be bound by the terms of this Agreement (including the attached Terms & Conditions), in their official capacity only and not as an individual, which it has read in its entirety.

Duly signed by authorized representatives of the Parties:

TOYOTA MOTOR SALES, USA, INC.

TRITON COLLEGE

By: _____

By: _____

Name: Howard Abrahams

Name: Mark R. Stephens

Title: Senior Manager Technical Training

Title: Board Chairman

6565 Headquarters Drive

2000 Fifth Ave.

Plano, Texas 75024

River Grove, IL 60171

Attn: General Counsel

Attn: Board Chairman

Indirect Procurement Authorization

MASTER VEHICLE LOAN AND RELEASE AGREEMENT TERMS AND CONDITIONS

Training School is a participant in the Technical Education College/High School Support Program (“**TECS ELITE Program**”) pursuant to the terms and conditions of a Technical Education College/High School Support Elite Training Agreement (“**TECS ELITE Training Agreement**”) and the TECS ELITE Policies and Procedures Manual (“**Manual**”).

Toyota may provide support to the Training School in the form of loans (each, a “**Loan**”) of one or more Toyota vehicles (collectively, and in respect of each individual Loan, the “**Loaned Vehicles**”); in accordance with the criteria specified in the Manual. Toyota and the Training School agree that the terms of the Training School’s use of such Loaned Vehicles shall be governed by the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Each Loan of one or more vehicles shall be identified by Toyota upon shipment of such Loaned Vehicles to the Training School in a Vehicle Resource Loan Confirmation of Receipt referencing this Agreement (“**Receipt**”) furnished by Toyota to the Training School in the form attached hereto as **Exhibit A**, which Receipt shall specify the VIN, model year, and model name of each vehicle included in the Loan, and the maximum term of the Loan of such vehicle (“**Maximum Loan Term**”). Training School shall verify that each vehicle included in a Loan matches the description in the related Receipt, and if such information does not match, shall correct the Receipt as instructed by Toyota, before executing and returning the executed copy of the Receipt to Toyota.
2. Training School acknowledges that Toyota’s agreement to make each Loan is subject to the condition that the Loaned Vehicles are used solely for training and schooling purposes in connection with the TECS ELITE Program, and execution by the Training School of each Receipt shall evidence the Training School’s acknowledgement of receipt of the related Loan subject to the terms and conditions of this Agreement, and the Training School’s agreement to use such Loaned Vehicles solely for training and schooling purposes in connection with the TECS ELITE Program.
3. Training School agrees that Loaned Vehicles shall not be driven at any time.
4. Training School acknowledges that Loaned Vehicles provided to the Training School hereunder are not commercially acceptable for retail sale, and the Training School accepts each Loan “AS IS” WITH NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED.
5. TRAINING SCHOOL HEREBY RELEASES AND DISCHARGES TOYOTA, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, DEALERS, REPRESENTATIVES AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “**TOYOTA PARTIES**”), TO THE FULLEST EXTENT PERMITTED BY LAW, FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, DAMAGES, JUDGMENTS AND EXPENSES, INCLUDING FROM ANY AND ALL DAMAGES AND CLAIMS ARISING FROM ANY ALLEGED DEFECTS, OF ANY NATURE, WHETHER KNOWN OR UNKNOWN, IN ALL LOANED VEHICLES PROVIDED IN EACH LOAN; INCIDENTAL AND CONSEQUENTIAL DAMAGES; LOST PROFITS; ATTORNEYS’ AND EXPERT WITNESS FEES, AND COSTS ARISING IN ANY WAY FROM THE TRAINING SCHOOL’S USE, PERFORMANCE OF ANY ACTIVITY UPON, OR POSSESSION OF THE LOANED VEHICLE(S) OR BREACH OF THIS AGREEMENT (COLLECTIVELY, “**CLAIMS**”).
6. To the fullest extent permitted by law, the Training School shall indemnify the Toyota Parties and hold the Toyota Parties harmless of and from any and all Claims that may be asserted or arise by reason of, or out of any use, possession of and/or performance of any activity upon any of the Loaned Vehicles; IT IS THE INTENT OF THE PARTIES THAT THE TRAINING SCHOOL SHALL REIMBURSE AND INDEMNIFY THE TOYOTA PARTIES TO THE FULLEST EXTENT PERMITTED BY ANY AND ALL FOREIGN OR U.S. FEDERAL, STATE OR LOCAL LAWS, RULES, AND REGULATIONS, INCLUDING ANY NEW LAWS OR SUBSEQUENT AMENDMENTS TO OR NEW

VERSIONS OF ANY OF THE FOREGOING (COLLECTIVELY “APPLICABLE LAWS”) REGARDLESS OF WHETHER THE DAMAGES THAT ARE THE SUBJECT OF THIS OBLIGATION ARE CAUSED IN PART BY THE NEGLIGENCE, STRICT LIABILITY OR OTHER ACT OR OMISSION OF ANY INDEMNIFIED TOYOTA PARTY.

7. This Agreement is for the Loan of the Loaned Vehicles only, and the Training School shall not acquire any right, title or interest in or to the Loaned Vehicles, other than as a borrower of such items for the term of the Loan applicable to each Loaned Vehicle. Training School agrees that it shall immediately surrender each Loaned Vehicle no later than the expiration of the Maximum Loan Term for each Loaned Vehicle specified in the applicable Receipt. Toyota or its representatives shall arrange with Training School to pick up such Loaned Vehicles from Training School at reasonable hours at Training School’s premises at no cost to Training School. Training School shall not dispose of any Loaned Vehicles, nor assign, pledge, transfer or encumber this Agreement, nor any rights or obligations hereunder. Training School has no right or option to purchase any Loaned Vehicles at the end of or during the applicable Maximum Loan Term.
8. At any time during this Agreement, Toyota or its representatives may take immediate possession of any Loaned Vehicles so long as Toyota or its representatives does so lawfully and peacefully. To take possession of any Loaned Vehicles, Toyota or its representatives can enter the Training School’s property or the property where the Loaned Vehicle(s) is/are stored, so long as Toyota or its representatives enter the property and take the Loaned Vehicle(s) lawfully and peacefully; provided, however, Toyota shall first attempt to arrange for transfer of the Loaned Vehicles at a mutually agreed time during business hours. If there is any personal property in any Loaned Item(s), such as clothing, Toyota or its representatives may ship the item to Training School at Training School expense, or dispose of said personal property in accordance with applicable law. The rights and remedies of Toyota hereunder are not exclusive, but are in addition to any other rights or remedies provided under law or at equity.
9. No waiver or amendment of any term of this Agreement shall be effective unless made in writing

and signed by an authorized representative of Toyota and Training School.

10. All notices shall be sent to the designated Toyota contact or the Training School contact designated above. All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, certified mail (postage pre-paid, certified and return receipt requested), or facsimile transmission. Such notices shall be deemed given upon personal delivery, upon date of certified mail receipt, or upon acknowledgment of receipt of facsimile transmission, as applicable.
11. Nothing contained in this Agreement shall create, and/or be construed and/or deemed to create, the relationship of employer and employee, principal and agent, joint venturer or partner (or constitutes participants in a joint undertaking) between Toyota and the Training School. None of the benefits of employment, including accrual or tenure or worker’s compensation benefits, shall be available to the other party’s employees by virtue of this Agreement.
12. The Training School shall not assign this Agreement or any rights or obligations hereunder without the prior written approval of Toyota, in its sole and absolute discretion; any assignment in violation of this provision shall be null and void.
13. The prevailing party in any Dispute shall be entitled to recover its reasonable and necessary attorneys’ fees, expert witness fees and costs.
14. If any term or condition of this Agreement conflicts with the TECS ELITE Training Agreement or Manual, the terms and conditions of the TECS ELITE Training Agreement and or Manual, as applicable, shall control. The Training School’s breach of the TECS ELITE Training Agreement and/or Manual may result in immediate termination of this Agreement by Toyota. Sections 5-15 shall survive any termination or expiration of this Agreement.
15. Any terms and conditions not expressly addressed by this Agreement shall be governed by the Master Training Agreement between the parties. In the event of a conflict between this Agreement and the Master Training Agreement, the Master Training Agreement shall prevail.

16. This Agreement (including any exhibits hereto) may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same Agreement. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

Exhibit A – DO NOT SIGN

Toyota Motor Sales, USA, Inc. – TECS ELITE Policies & Procedure
Instructional Support Form – Loaned Training Vehicles
FS-17

New Form Revision July 2011
Programs: Certified CEED Certified CE

TECS ELITE Training Vehicle Loan Confirmation of Receipt

Training School Name:
Address:
City, State, Zip:

Toyota is providing the vehicles specified below to the Training School for the Maximum Loan Term(s) specified below.

Please verify that the vehicle description and the Vehicle Identification Number (VIN) or other unique identification mechanism on this resource confirmation receipt match the one on the vehicle(s) you received. If discrepancies are found, please inform your area manager and make any corrections on this form. Please sign and return the requested information so that Toyota may confirm your receipt of the vehicles listed below on behalf of the Training School for Toyota's records.

Toyota has delivered following vehicle(s) to you:

Year	Make	Model	VIN	Maximum Loan Term
------	------	-------	-----	-------------------

By signing this document, the Training School acknowledges and confirms receipt of the above listed vehicle(s) and that receipt and use of such vehicles are limited to the Maximum Loan Term specified above, and is subject to the terms and conditions of the Technical Education College/High School Support Elite Training Agreement, TECS ELITE Policies and Procedures Manual, and the Master Vehicle Loan and Release Agreement Summary between the Training School and Toyota.

Coordinator Name

Title

Signature

Date

Please retain a copy and return the completed form to the address set forth on the Master Vehicle Loan and Release Agreement Summary referenced above.

**TOYOTA CORPORATE SUPPORT PROGRAM
MASTER EQUIPMENT, TRAINING AID AND MATERIAL LOAN AND/OR DONATION AND
RELEASE AGREEMENT SUMMARY
(EQUIPMENT, COMPONENTS, MATERIALS)**

This Master Equipment, Training Aid and Material Loan and/or Donation and Release Agreement Summary (this “**Summary**”) is effective on the date set forth below (the “**Effective Date**”) and is entered into by and between the Training School identified below (“**Training School**”) and Toyota Motor Sales, USA, Inc. (“**Toyota**”).

This Summary incorporates the attached Master Equipment, Training Aid and Material Loan and/or Donation and Release Agreement Terms and Conditions (the “**Terms & Conditions**”), which, together with the Summary, constitute this “**Agreement**.” Terms not defined in this Summary have the meanings set forth in the Terms & Conditions.

Training School and Toyota are each a “**Party**”, and are collectively “**Parties**”, to this Agreement.

Effective Date: October 30, 2023

Training School: Triton College

Training School Address: 2000 Fifth Ave., River Grove, IL 60171

Training School Dealer Code (if applicable): To be Assigned by Toyota.

Training School Contact: Ken Davis, Automotive Chairperson, kennethdavis@triton.edu, 708-456-0300 ext. 3970

Toyota Contact: Joseph Myers, Manager Technical Training, joseph.myers@toyota.com, (469) 292-6213

Contact Information for transmission of reports under Exhibits A or B should be sent to: TOYOTA TRAINING AID MANAGEMENT, C/O STERICYCLE EXPERT SOLUTIONS, 8555 AIRPORT FREEWAY, SUITE 100, NORTH RICHLAND HILLS, TEXAS 76180, ATTN. KAREN WATTS, 800-215-6230 XT 7917, KAREN.WATTS@STERICYCLE.COM.

By signing below, each Party acknowledges the adequacy and sufficiency of the consideration supporting this Agreement and agrees to be bound by the terms of this Agreement (including the attached Terms & Conditions), in their official capacity only and not as an individual, which it has read in its entirety.

Duly signed by authorized representatives of the Parties:

TOYOTA MOTOR SALES, USA, INC.

TRITON COLLEGE

By: _____

By: _____

Name: Howard Abrahams

Name: Mark R. Stephens

Title: Senior Manager Technical Training

Title: Board Chairman

6565 Headquarters Drive

2000 Fifth Ave.

Plano, Texas 75024

River Grove, IL 60171

Attn: General Counsel

Attn: Board Chairman

Indirect Procurement Authorization

**MASTER EQUIPMENT, TRAINING AID AND MATERIAL LOAN AND/OR DONATION AND
RELEASE AGREEMENT TERMS AND CONDITIONS**

Toyota may provide support to the Training School in the form of loans (each, a “**Loan**”) or in the form of donations (each, a “**Donation**”) of one or more Toyota service training items, including, but not limited to parts, materials, tools and equipment (collectively, and in respect of each individual Loan, the “**Loaned Items**”, and in respect of each individual Donation, the “**Donated Items**”). Toyota and the Training School agree that the terms of the Training School’s use of Loaned Items and/or Donated Items shall be governed by the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Each equipment Loan or Donation shall be identified by Toyota upon shipment to the Training School in an Equipment Resource Confirmation of Receipt referencing this Agreement (“**Receipt**”) furnished by Toyota to the Training School, which Receipt shall contain a description of the equipment and specify the Serial Number and Model Name of each piece of equipment included in the Loan and/or Donation (see **Exhibit A**). Loaned items are identified as such, if the Maximum Term for such items in the Receipt is a fixed number of years and/or months. Donated Items are identified as such if the Maximum Term for such items specified in the Receipt is “indefinite.” The Training School shall verify that each piece of equipment included in a Loan/Donation matches the description in the related Receipt, and if such information does not match, shall correct the Receipt as instructed by Toyota, before executing and returning the executed copy of the Receipt to Toyota.
2. The Training School may not offer for sale or sell any Loaned Items or Donated Items. The Training School is, however, permitted to transfer engines and certain other equipment, tools and materials (excluding hybrid and prototype materials), at no cost, to third party educational institutions that are training potential automotive technicians subject to: (i) providing Toyota with a completed copy of **Exhibit B** hereto documenting each such intended transfer at least thirty (30) days prior to such transfer as well as each transferee’s acceptance of the terms set forth in this Agreement as if it were the Training School, (ii) obtaining Toyota’s consent to such transfer, and (iii) marking, disabling or otherwise modifying any items prior to their transfer as directed by Toyota.
3. The Training School acknowledges that Toyota’s agreement to make each Loan/Donation is subject to the condition that the Loaned Items/Donated Items be used solely for training and schooling purposes, and execution by the Training School of each Receipt shall evidence the Training School’s acknowledgement of receipt of the related Loan/Donation subject to the terms and conditions of this Agreement, and the Training School’s agreement to use such Loaned Items/Donated Items solely for training and schooling purposes. In the event the Training School is a participant in the Technical Education College/High School Support Program (“**TECS ELITE Program**”) pursuant to the terms and conditions of a Technical Education College/High School Support Training Agreement (“**TECS ELITE Training Agreement**”), the TECS ELITE Terms set forth on **Exhibit C** hereto shall apply. The Training School may not make any photographs of any Loaned Items/Donated Items publicly available without Toyota’s prior written approval, which shall not be unreasonably denied or withheld .
4. The Training School shall return any Loaned Items in the condition in which they were received (ordinary wear and tear excepted), to Toyota at the time specified by Toyota. The Training School acknowledges that no Loaned Item and/or Donated Item provided to the Training School hereunder is commercially acceptable for retail sale, and the Training School accepts each Loan and Donation “AS IS” WITH NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED.
5. The TRAINING SCHOOL HEREBY RELEASES AND DISCHARGES TOYOTA, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, DEALERS, AND EACH OF THEIR RESPECTIVE REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “**TOYOTA PARTIES**”), TO THE FULLEST EXTENT PERMITTED BY LAW, FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF

ACTION, DAMAGES, JUDGMENTS AND EXPENSES, INCLUDING FROM ANY AND ALL DAMAGES AND CLAIMS ARISING FROM ANY ALLEGED DEFECTS, OF ANY NATURE, WHETHER KNOWN OR UNKNOWN, IN ALL LOANED ITEMS AND DONATED ITEMS PROVIDED IN EACH LOAN AND DONATION, AS APPLICABLE; INCIDENTAL AND CONSEQUENTIAL DAMAGES; LOST PROFITS; ATTORNEYS' AND EXPERT WITNESS FEES, AND COSTS ARISING IN ANY WAY FROM THE TRAINING SCHOOL'S USE, PERFORMANCE OF ANY ACTIVITY UPON, OR POSSESSION OF ALL LOANED AND DONATED ITEMS OR BREACH OF THIS AGREEMENT (COLLECTIVELY, "**CLAIMS**").

6. To the fullest extent permitted by law, the Training School shall indemnify the Toyota Parties and hold the Toyota Parties harmless of and from any and all Claims that may be asserted or arise by reason of, or out of any use, possession of and/or performance of any activity upon any of the Loaned Items and Donated Items; IT IS THE INTENT OF THE PARTIES THAT THE TRAINING SCHOOL SHALL REIMBURSE AND INDEMNIFY THE TOYOTA PARTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS REGARDLESS OF WHETHER THE DAMAGES THAT ARE THE SUBJECT OF THIS OBLIGATION ARE CAUSED IN PART BY THE NEGLIGENCE, STRICT LIABILITY OR OTHER ACT OR OMISSION OF ANY INDEMNIFIED TOYOTA PARTY.
7. With respect to Loaned Items only, this Agreement is one for the Loan of the Loaned Items only and the Training School shall not acquire any right, title or interest to the Loaned Items, other than as a recipient of such items for the term of the Loan applicable to each such Loaned Item. The Training School agrees that it shall immediately surrender each Loaned Item not later than the expiration of the Maximum Loan Term for that Loaned Item specified in the applicable Receipt. Toyota or its representatives shall arrange with the Training School to pick up such Loaned Items from the Training School at reasonable hours at Training School's premises at no cost to the Training School. The Training School shall not dispose of any Loaned Items, nor assign, pledge, transfer or encumber this Agreement, nor any rights or obligations hereunder. The Training School has no

right or option to purchase any of the Loaned Items at the end of or during the applicable Loan Term.

8. At any time during this Agreement, Toyota or its representatives may take immediate possession of any Loaned Items so long as Toyota or its representatives does so lawfully and peacefully. To take possession of any Loaned Items, Toyota or its representatives can enter the Training School's property or the property where the Loaned Item(s) is/are stored, so long as Toyota or its representatives enter the property and take the Loaned Item(s) lawfully and peacefully; provided, however, Toyota shall first attempt to arrange for transfer of the Loaned Items at a mutually agreed time during business hours. If there is any personal property in any Loaned Item(s), such as clothing, Toyota or its representatives may ship the item to Training School at Training School expense, or dispose of said personal property in accordance with applicable law. The rights and remedies of Toyota hereunder are not exclusive, but are in addition to any other rights or remedies provided under law or at equity.
9. No waiver or amendment of any term of this Agreement shall be effective unless made in writing and signed by an authorized representative of Toyota and Training School.
10. All notices shall be sent to the designated Toyota contact or the Training School contact designated above. All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, certified mail (postage pre-paid, certified and return receipt requested), or facsimile transmission. Such notices shall be deemed given upon personal delivery, upon date of certified mail receipt, or upon acknowledgment of receipt of facsimile transmission, as applicable.
11. Nothing contained in this Agreement shall create, and/or be construed and/or deemed to create, the relationship of employer and employee, principal and agent, joint venturer or partner (or constitutes participants in a joint undertaking) between Toyota and the Training School. None of the benefits of employment, including accrual or tenure or worker's compensation benefits, shall be available to the other party's employees by virtue of this Agreement.
12. The Training School shall not assign this Agreement or any rights or obligations hereunder without the prior written approval of Toyota, in its sole and

absolute discretion; any assignment in violation of this provision shall be null and void.

13. The prevailing party in any Dispute shall be entitled to recover its reasonable and necessary attorneys' fees, expert witness fees and costs.
14. If any term or condition of this Agreement conflicts with the TECS ELITE Training Agreement or Manual, the terms and conditions of the TECS ELITE Training Agreement and or Manual, as applicable, shall control. The Training School's breach of the TECS ELITE Training Agreement and/or Manual may result in immediate termination of this Agreement by Toyota. Sections 5-15 shall survive any termination or expiration of this Agreement.
15. Any terms and conditions not expressly addressed by this Agreement shall be governed by the Master Training Agreement between the parties. In the event of a conflict between this Agreement and the Master Training Agreement, the Master Training Agreement shall prevail.
16. This Agreement (including any exhibits hereto) may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same Agreement. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

Exhibit A – DO NOT SIGN

Resource Confirmation of Receipt

Toyota is providing the resources specified below to the Training School for the Maximum Loan Term(s) specified below.

Please review the information and if there are any discrepancies with the items you actually received, inform your Toyota representative. If there are any such discrepancies, please write your corrections on this form. Please sign and return the requested information so that Toyota may confirm your receipt of the items listed below on behalf of the Training School for Toyota’s records.

Toyota has delivered the following equipment to you:

Resource Description:	Model Name	Serial Number	Maximum Loan Term
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[Insert loan term or “Indefinite” if the items are donated”]

By signing this document, the Training School acknowledges and confirms receipt of the above listed item(s) and that receipt and use of such items are limited to the Maximum Loan Term specified above.

Coordinator Name

Title

Signature

Date

Please retain a copy and return the completed form to the address set forth on the summary page of the agreement referenced above.

**Exhibit B- DO NOT SIGN
Loaned Item/Donated Item Transfer Form**

The Training School would like to transfer the following Loaned Item(s)/Donated Item(s) to the educational institution listed below subject to such third-party educational institution's acceptance of and compliance with the terms of the Master Equipment, Training Aid and Material Loan and/or Donation and Release Agreement as if such third party educational institution were the Training School. Please sign and return the requested information so that Toyota will be able to consider your request.

Transferee: _____

Transferee Address: _____

Items Transferred: _____

Resource Description:	Model Name	Serial Number	Maximum Loan Term
			[Insert loan term or "Indefinite" if the items are donated"]

By signing this document, the Training School acknowledges and confirms that it shall only transfer the items listed above to the educational institution listed above subject to such institution's agreement to comply with the terms of the Master Equipment, Training Aid and Material Loan and/or Donation and Release Agreement.

Coordinator Name

Title

Signature

Date

Please retain a copy and return completed form to the address set forth on the summary page of the agreement referenced above.

Exhibit C TECS ELITE Terms

In the event the Training School is a participant in the TECS ELITE Program pursuant to the terms and conditions of a TECS Elite Training Agreement, the following terms shall also apply:

Donations and Loans as applicable shall be made in accordance with the criteria specified in the TECS ELITE Policies and Procedures Manual (the "**Manual**") and any applicable TECS ELITE policies and procedures.

The Training School acknowledges that Toyota's agreement to make each Loan and/or Donation is subject to the condition that the Loaned Items and/or Donated Items be used solely for automotive training and schooling purposes. The Training School can utilize the Donations and Loans in the school's general automotive program, so as long as this utilization does not create training issues for the TECS ELITE program, as determined in Toyota's sole discretion. If the Donations and Loans cannot be utilized for the TECS ELITE program due to the use by the school's general automotive program; this agreement will be modified to make the Donations and Loans TECS ELITE use specific.

If any term or condition of this Agreement conflicts with the TECS ELITE Training Agreement or Manual, the terms and conditions of the TECS ELITE Training Agreement and/or Manual, as applicable, shall control. The Training School's breach of the TECS ELITE Training Agreement and/or Manual may result in immediate termination of this Agreement by Toyota.

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

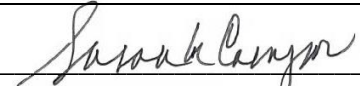
Meeting of September 26, 2023

ACTION EXHIBIT NO. 16940

**SUBJECT: INDEPENDENT CONTRACTOR AGREEMENT WITH
ZUCCARELLO AND ASSOCIATES**

RECOMMENDATION: That the Board of Trustees approve an Independent Contractor Agreement with Zuccarello and Associates, LLC to provide consulting services on the Carl D. Perkins grant. This Agreement is effective October 1, 2023 through May 31, 2024. This Agreement may be terminated at any time by Triton College and the contractor will only be paid for work completed up to the time of termination. This is an allowable expense under Perkins grant guidelines. The cost of this Agreement is \$24,999.

RATIONALE: Zuccarello and Associates, LLC will design and lead a faculty learning community at Triton College on Perkins best practices; equity designs; the use of data for the development of an updated Comprehensive Local Needs Assessment; an FY25-28 Perkins V plan; and an FY25 Perkins Local Plan that require coordination between high schools, employers, and Triton College.

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

Board Officers' Signatures Required:

Mark R. Stephens Board Chairman	Tracy Jennings Secretary	Date
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Related forms requiring Board signature: Yes No

FISCAL YEAR 2024 ANNUAL WORK PLAN AND REPORTING TEMPLATE

<p><i>Due July 30</i></p>	
<p><i>a. Describe planned efforts that focus on developing and implementing transition points into and out of the program (e.g. Integrated Education and Training (IET), stackable credentials, 2+2 articulation, accelerated pathways).</i></p>	
<p>Activity 2 Description</p>	<p>1. (AVP) Consultant fees to facilitate a faculty learning community (FLC) on Perkins grant elements, best practices, and equity designs to build Triton’s capacity to deliver enhanced curriculum and instruction with an emphasis on improving transition points for students, such as scaling IET, increasing stackable offerings and accelerated pathways, and reinforcing a focus on workforce equity. \$24,999</p> <p>Estimated Perkins Resources: \$24,999.00</p>
<p>How will this activity ensure the attainment of each objective?</p>	<p>1. (AVP) 16-week large group synchronous faculty learning community will be followed by eight additional weeks of small group and individual mentoring to ensure learning has occurred and required Perkins community interactions and planning activities are being completed.</p>
<p>How will this activity contribute to the college’s long term CTE goals?</p>	<p>1. (AVP) Faculty will receive high-quality instruction and support on how to align their programs of study with career pathways, coordinate secondary, postsecondary, and employer discussions about curriculum and outcomes, identify relevant data to share with these groups and how to use it for long-term planning that strengthens their programs with stackable credentials and multiple entry and exit points. The Program Demand Gap Analysis (ECI 1.18) will also be a benefit to faculty in this process.</p>
<p>Was this activity outlined in your Performance Improvement Plan?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> 1P1 <input checked="" type="checkbox"/> 2P1 <input checked="" type="checkbox"/> 3P1 <input checked="" type="checkbox"/> No</p>
<p>How do you plan to determine the effectiveness of this activity?</p>	<p>1. (AVP) The effectiveness of the activity can be assessed through regular meetings with the consultant to review project progress, monthly department meetings with faculty to check on engagement and satisfaction, and a survey of stakeholders.</p>
<p>Quarterly Reporting:</p>	

Section B - Budget Worksheet & Narrative

7). Consultant Services and Expenses (2 CFR 200.459) -- Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. **Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.). Consultant-- Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Work Plan Activity Number	Consultant Services (Fees)	Service Provided	Computation		Quantity	Cost
			Fee	Basis		
ECI 2.1	Zuccarello & Associates. Project proposal is \$23,999 for estimated 25 weeks.	Consultant will design and lead a faculty learning community on Perkins best practices, equity designs, and using data to lead faculty and staff through the development of a new FY25-29 four-year plan as well as create a FY25 workplan, budget.	\$23,999	Billed on project basis	1	\$23,999
ECI 2.1	Zuccarello & Associates. Project proposal is \$1,000 for estimated 2 weeks	Consultant will assist with preparing any modifications or responses to ICCB requests for revisions	\$1,000	Billed on project basis	1	\$ 1,000
Services Total \$						24,999

Consultant Expenses	Location	Computation			Cost
		Items	Cost Rate	Quantity	
Project bid is inclusive of anticipated expenses and travel.	Virtual and onsite				\$ -
Expenses Total \$					-

Total Contractual Costs \$ 24,999

Consultant Narrative:

Patty Zuccarello will be leading faculty in learning community discussions and workshops reviewing Perkins best practices, the use of data, and working with special populations in formulating activities, measuring performance, and reporting results while planning the next steps. All of this will be done within the context of leading the college's larger community of secondary, community, and employer stakeholders through the necessary steps to develop a four-year plan.

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

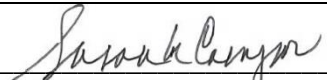
Meeting of September 26, 2023

ACTION EXHIBIT NO. 16941

**SUBJECT: TRITON TUTORING SERVICES AT
OAK PARK COMMUNITY RECREATION CENTER**

RECOMMENDATION: That the Board of Trustees approve an Agreement with the Park District of Oak Park for Triton College to offer tutoring services for children in 6th - 12th grade by providing a minimum of at least two (2) Triton tutors at the Community Recreation Center, 3:30 PM - 5:30 PM, Monday-Thursday, during the 2023-2024 academic school year, on any day that an Oak Park elementary, middle, or high school is in session. The Park District will pay the College an annual fee of \$1,300 for supplies, materials, advertising, hiring, and fingerprint/background clearance services. The Park District shall further pay \$174 per tutor to provide onboarding training and professional development, as well as pay each tutor between \$18-\$26/hour, determined by the tutor's education and experience. Triton College will provide the Park District of Oak Park with monthly detailed invoices.

RATIONALE: Triton College has developed intergovernmental relationships with Cook County and the Village of Oak Park. Providing tutoring services at the Oak Park Community Recreation Center maintains these intergovernmental relations and provides services to the local communities.

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

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
ILLINOIS COMMUNITY COLLEGE DISTRICT 504
AND
THE PARK DISTRICT OF OAK PARK, ILLINOIS**

This agreement ("Agreement") is made and entered into this day of August, 2023 ("Effective Date") between the Community College District 504, commonly known as Triton College, an Illinois community college (the "College") and the Park District of the City of Oak Park, Illinois (the "Park District") (collectively, the "Parties").

WHEREAS, the Parties are units of local government and Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local governments to contract or otherwise associate among themselves in any matter not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised jointly with another unit of local government; and

WHEREAS, the Park District offers a tutoring program at the Community Recreation Center (CRC) for children in 6th – 12th grade; and

WHEREAS, the College is willing and able to provide individuals to serve as tutors at the Community Recreation Center at certain designated and agreed upon times; and

WHEREAS, the College has determined that providing the service requested by the Park District will serve a public purpose and promote the safety and welfare of the residents of the College district;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the Parties as follows:

1. The foregoing preambles are incorporated herein and constitute a part of this Agreement.
2. The College will provide at least two (2) tutors every Monday through Thursday, between 3:30pm-5:30pm, on any day that an Oak Park elementary school, middle school, or high school is in session.
3. The College shall provide detailed invoices monthly to the Park District for the advertising, training, fingerprinting, and hourly wages of the hours worked by the College employees providing the tutoring services at the CRC. Such expenses shall include, at a minimum, the following:

- Advertisement and hiring of tutor positions (including background checks and fingerprinting) - \$800.00 annually
- 3-hour online “New Tutor Onboarding” training (including essential pedagogical practices and student management) - \$75.00 per tutor
- Compensation for hourly tutors ... hourly rate is between \$18-\$26 per hour (invoiced monthly) - Price will vary depending on the tutor’s education and experience
- Annual professional development (including instruction on how to work with ESL/ELL students and students with disabilities, cultural awareness training, and trauma-informed training) - \$99.00 per tutor annually
- General materials & supplies (including paper, pencils, daily progress reporting forms, calculators, rulers, and select books/workbooks) \$500.00 annually

The exact annual fees will be determined by the education and experience of hired tutors.

4. The College tutors shall be considered College employees or volunteers at all times and are subject only to the employment policies and practices of the College and the Park District is not responsible for any workers compensation, payroll, benefits, unemployment, etc.

5. The College shall complete all necessary fingerprint clearance and background checks of assigned tutors as required by the Illinois School Code, 105 ILCS 5/10-21.9. The results of such investigations shall remain the sole property of the College.

6. The College shall provide all assigned tutors with initial tutor training and annual professional development. The College shall not supervise tutors or otherwise maintain a presence onsite at the Community Recreation Center while tutors are present.

7. The Park District shall remain solely responsible for the supervision of all participating students including any arrival, departure, or behavioral concerns, procedures or protocols. The responsibility of the College employee is to provide homework assistance only. Any care or behavioral concerns of participants should be referred immediately to PDOP staff to address.

8. Either party may discontinue the agreement for tutoring with a minimum of thirty (30) days written notice.

9. The Park District shall provide the College with a certificate of insurance providing Commercial General Liability Coverage with limits of \$2,000,000 per Occurrence/\$5,000,000 General Aggregate and statutory limits for all worker’s compensation coverage. The Park District will provide the College with a certificate of insurance naming the College additional insured on a primary and non-contributory basis.

10. The Triton College shall provide the Park District with a certificate of insurance providing Commercial General Liability Coverage with limits of \$2,000,000 per Occurrence/\$5,000,000 General Aggregate and statutory limits for all worker’s compensation coverage. The College will provide the Park District with a certificate of insurance naming the Park District additional insured on a primary and non-contributory basis.

11. This Agreement shall not be assigned by one Party without the express written consent of the other Party, which consent may be withheld, in the sole reasonable discretion of the other Party.

12. This Agreement may not be amended except pursuant to a written instrument signed by the authorized agents of both Parties.

13. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, then this entire Agreement shall be null and void.

14. This Agreement is binding upon the successors and assigns of the Parties.

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

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

16. Each Party to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith.

17. This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

18. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether under a third party beneficiary thereof or otherwise) other than the Parties.

19. This Agreement may be executed in counterparts, each of which is to be deemed an original, and which together constitute one and the same instrument. Facsimile signatures shall be sufficient.

20. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations under this Agreement.

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

If to the COLLEGE:

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

cc: Sarie E. Winner
Winner Law
2344 W. Melrose
Chicago, Illinois 60618

If to the PARK DISTRICT:

Maureen McCarthy
CPRP, Superintendent of Recreation
Park District of Oak Park
218 Madison Street
Oak Park, Illinois 60302

22. This Agreement contains the entire agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements between the Parties hereto respecting such matters, if any.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action or claim arising out of or related to this Agreement shall be brought in the Circuit Court of Cook County, Illinois.

IN WITNESS WHEREOF, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

TRITON COLLEGE

By: _____ Its: _____

PARK DISTRICT OF OAK PARK

By: Jan R. Arnold Its: Executive Director

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

Meeting of September 26, 2023

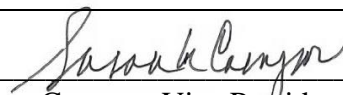
ACTION EXHIBIT NO. 16942

SUBJECT: TUITION RATE FOR RESPIRATORY CARE PROGRAM

RECOMMENDATION: That the Board of Trustees approve the application of Triton's standard Health Career tuition rate to the Respiratory Care Program. Effective and implemented upon all such tuition paid beginning with Spring 2024 classes. The increase in the health career rate over standard tuition helps to offset the higher cost of health care programs. The rates of tuition per credit hour for standard classes are currently: \$148 in-district; \$377 out-of-district; \$480 international. Health Careers rates of tuition per credit hour are currently: \$250 in-district; \$451 out-of-district; \$531 international.

RATIONALE: This action will align the Respiratory Care tuition rate with those of Triton's other health career programs, specifically: Diagnostic Medical Sonography, Nursing, Radiologic Technology and Surgical Technology programs. Tuition is subject to future increase/decrease by existing or future action by the Board of Trustees.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

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

Meeting of September 26, 2023

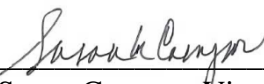
ACTION EXHIBIT NO. 16943

SUBJECT: CURRICULUM RECOMMENDATIONS

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

RATIONALE: This recommendation was approved by the College Curriculum Committee on November 3, 2022, and approved by the Academic Senate on November 8, 2022. The course number changed from BUS 102 to ACC 102 was omitted from the December 20, 2022 Summary, as was the original submission. ACC 102 was already an active course, therefore BUS 102 was changed to ACC 104.

Submitted to Board by:



Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

**College Curriculum Committee Summary
November 3, 2022**

for

**Academic Senate, November 8, 2022
Board of Trustees, September 26, 2023**

MAJOR COURSE REVISION(S)

- BUS 102 Small Business Accounting
 - course prefix to 'ACC'; **course number to '104'**; title to 'Accounting with QuickBooks'; updated course description
 - *Effective 5/21/2023*