



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, July 19, 2022

- I. CALL TO ORDER** July 19, 2022 at 6:35 p.m. or
immediately following Budget Hearing
- II. ROLL CALL** Boardroom (A-300)
- III. APPROVAL OF BOARD MINUTES – VOLUME LVIII**
Minutes of the Regular Board Meeting of June 21, 2022, No. 16
- IV. COMMENTS ON THIS AGENDA**
- V. CITIZEN PARTICIPATION**
- VI. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VII. STUDENT SENATE REPORT**
- VIII. BOARD COMMITTEE REPORTS**
 - A. Finance/Maintenance & Operations
- IX. ADMINISTRATIVE REPORT**
- X. PRESIDENT’S REPORT**
- XI. CHAIRMAN’S REPORT**
- XII. NEW BUSINESS**
 - A. Action Exhibits
 - 16775 Budget Transfers
 - 16776 GED Course Fees
 - 16777 Naxos Music Library Renewal
 - 16778 Agreement with TimelyMD
 - B. Purchasing Schedules
 - C. Bills and Invoices
 - D. 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

- E. Human Resources Report
Administrative Contracts
Will White, Executive Director, Workforce Equity Initiative

XIII. COMMUNICATIONS – INFORMATION

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

XIV. ADJOURNMENT

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

CALL TO ORDER/ROLL CALL

Vice Chairwoman Diane Viverito called the regular meeting of the Board of Trustees to order in the Boardroom at 6:35 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Ms. Naidelin Alvarez, Ms. Norma Hernandez, Mr. Tracy Jennings,
Mr. Glover Johnson, Mrs. Elizabeth Potter, Ms. Diane Viverito.

Absent: Mr. Rich Regan, Mr. Mark Stephens.

Ms. Viverito stated that Mr. Stephens asked her to chair the meeting in his absence.

APPROVAL OF BOARD MINUTES

Mr. Johnson made a motion, seconded by Mr. Jennings, to approve the minutes of the Regular Board Meeting of May 17, 2022. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

TCFA President Leslie Wester reported on a cannabis course that will be offered by Horticulture in the fall and on Seth McClelland’s film, Others Before Self, being screened in Oak Park. She shared faculty frustrations about communication related to the search concluding for the Dean of Arts & Sciences position, and about faculty hiring.

Mid-Management President Dorota Krzykowska thanked President Moore for taking time to meet with her regarding staff vacancies. She reported that managers are excited about their new contract starting July 1, and thanked AVP Joe Klinger for attending a recent mid-manager meeting to answer their questions.

Classified Association President Katrina Mooney thanked President Moore for meeting to discuss changes to the college’s COVID protocol, and reported working with HR to send resource-messaging to employees currently utilizing the SHIELD testing.

Adjunct Faculty Association President Bill Justiz wished everyone an enjoyable summer.

STUDENT SENATE REPORT

Student Trustee Naidelin Alvarez reported that the first official TCSA meeting will take place next week with plans to discuss extracurricular and student involvement.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito reported that the committee met on June 8, reviewed, and are in support of all of the items pertaining to academic and student affairs and ask for the Board’s support as well.

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on June 8, reviewed fifteen new business items and one purchasing schedule, and forwarded all items to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

None.

PRESIDENT'S REPORT

President Mary-Rita Moore commented that the end of the fiscal year is approaching and many are vacationing. Preparations have begun for the fall semester, including addressing student challenges related to financing, and a presentation will be given on that subject tonight. President Moore congratulated retiring staff members Antonio Sanchez and Kurt Werner on their long years of service to the college.

FAFSA – Free Application for Federal Student Aid: Vice President Jodi Koslow Martin reported that the Illinois state budget has increase MAP (Monetary Assistant Program) grant funding from \$122m to about \$600m. This increase could cover the total tuition cost for students and can now also be used for short-term credit-bearing certificate programs. With a goal on increasing FAFSA completers this fall, outreach efforts include webinars, workshops, social media, financial aid family nights, high school connections, and verification support so that FAFSA is made friendly.

CHAIRMAN'S REPORT

None.

NEW BUSINESS

ACTION EXHIBITS

With leave of the Board, the Action Exhibits were taken as a group, including:

- 16760 Budget Transfers**
- 16761 Approval of Fiscal Year 2023 Tentative Budget**
- 16762 FY 2024 RAMP Report**
- 16763 American Digital – HP Hardware Maintenance**
- 16764 Wrangler Tech CCTV Camera Purchase**
- 16765 Agreement with Shaker Recruitment, Advertising, and Communications**
- 16766 Renewal of Service Agreement with PeopleAdmin, Inc.**
- 16767 Hourly Employee Wage Increase**
- 16768 ILLINET/OCLC Services Program Member Agreement with the Secretary of State/Illinois State Librarian**
- 16769 Titles for Library Removal/Weeding**
- 16770 Comevo, LLC Agreement**
- 16771 TRIUMPH/SURGE North Carolina College Tour**
- 16772 Agreement with Cumulus Media for Digital Advertising**
- 16773 Agreement with HIBU**
- 16774 Agreement with Univision Communications Inc.**

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

PURCHASING SCHEDULES

B44.20 New Diesel Exhaust Extraction Systems – Buildings O & T

Mrs. Potter made a motion to approve the Purchasing Schedule, seconded by Mr. Johnson. 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 \$964,395.61.

Roll Call Vote:

Affirmative: Ms. Alvarez, Ms. Hernandez, Mr. Jennings, Mr. Johnson, Mrs. Potter, Ms. Viverito.

Absent: Mr. Regan, Mr. Stephens.

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

CLOSED SESSION

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

Roll Call Vote:

Affirmative: Ms. Alvarez, Ms. Hernandez, Mr. Jennings, Mr. Johnson, Mrs. Potter, Ms. Viverito.

Absent: Mr. Regan, Mr. Stephens.

Motion carried 5-0 with the Student Trustee voting yes. The Board went into Closed Session at 7:07 p.m.

RETURN TO OPEN SESSION

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

Roll Call Vote:

Affirmative: Ms. Alvarez, Ms. Hernandez, Mr. Jennings, Mr. Johnson, Mrs. Potter, Ms. Viverito.

Absent: Mr. Regan, Mr. Stephens.

Motion carried 5-0 with the Student Trustee voting yes. The Board returned to Open Session at 7:32 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

Mrs. Potter made a motion, seconded by Ms. Hernandez, to approve pages 1 – 2 of the Human Resources Report, items 1.1.01 through 1.7.01. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Mr. Jennings made a motion, seconded by Ms. Hernandez, to approve pages 3 – 4 of the Human Resources Report, items 2.1.01 through 2.7.02. Voice vote carried the motion unanimously.

3.0 Administration

Mr. Jennings made a motion, seconded by Mr. Johnson, to approve pages 5 – 9 of the Human Resources Report, items 3.1.01 through 3.5.28. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Mrs. Potter made a motion, seconded by Ms. Hernandez, to approve pages 10 - 12 of the Human Resources Report, items 4.1.01 through 4.7.01. Voice vote carried the motion unanimously.

5.0 Mid-Management

Mr. Johnson made a motion, seconded by Ms. Hernandez, to approve pages 13 - 15 of the Human Resources Report, items 5.1.01 through 5.9.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Mr. Johnson made a motion, seconded by Ms. Hernandez, to approve pages 16 – 18 of the Human Resources Report, items 6.1.01 through 6.3.05. Voice vote carried the motion unanimously.

7.0 Other

Mr. Jennings made a motion, seconded by Mr. Johnson, to approve pages 19 – 22 of the Human Resources Report, items 7.1.01 through 7.5.17. Voice vote carried the motion unanimously.

ADJOURNMENT

There being no further business before the Board, the Vice Chairwoman asked for a motion to adjourn. Motion was made by Mr. Johnson to adjourn the meeting, seconded by Mr. Jennings. Voice vote carried the motion unanimously. Ms. Viverito adjourned the meeting at 7:34 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 July 19, 2022

ACTION EXHIBIT NO. 16775

SUBJECT: BUDGET TRANSFERS

RECOMMENDATION: That the Board of Trustees approve the attached proposed budget transfers to reallocate funds to object codes as required.

RATIONALE: Transfers are recommended to accommodate institutional priorities. See description on attached forms.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

**PROPOSED BUDGET TRANSFERS - FY 2022
FOR THE PERIOD 6/1/22 to 6/30/22**

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
EDUCATION FUND					
1	Purchasing	01-80400525-550200005	Purchasing	01-80400525-540200010	\$ 100.00
2	Shipping & Receiving	01-80400530-530400030	Shipping & Receiving	01-80400530-540400010	905.00
TOTAL EDUCATION FUND					\$ 1,005.00

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
RESTRCITED FUND					
3	Perkins Business/Technology	06-10205003-530900010	Perkins Business/Technology	06-10205003-540100210	\$ 10.05
4	Perkins Business/Technology	06-10205003-550100005	Perkins Business/Technology	06-10205003-540100210	152.00
5	Automotive Tech Grant	06-10300520-580600005	Automotive Tech Grant	06-10300520-540100210	9.50
6	Automotive Tech Grant	06-10300520-580600005	Automotive Tech Grant	06-10300520-540100210	3,798.96
7	STN-PERKINS-Health Career	06-10405003-580600005	Automotive Tech Grant	06-10300520-540100210	900.00
8	AEF-ADULT ED - FEDERAL	06-10605005-590200000	AEF-ADULT ED - FEDERAL	06-10605005-540100210	5,000.00
9	ICCB Perkins Federal	06-20805002-540901005	ICCB Perkins Federal	06-20805002-530900010	11.99
10	IGEN Joliet Junior College	06-20905029-510300210	IGEN Joliet Junior College	06-20905029-580600005	1,680.00
11	IGEN Joliet Junior College	06-20905029-530900010	IGEN Joliet Junior College	06-20905029-540100210	245.00
12	IGEN Joliet Junior College	06-20905029-580600005	IGEN Joliet Junior College	06-20905029-540100210	1,237.96
13	IGEN Joliet Junior College	06-20905029-580600005	IGEN Joliet Junior College	06-20905029-540100210	4,000.00
14	IGEN Joliet Junior College	06-20905029-580600005	IGEN Joliet Junior College	06-20905029-540100210	6,500.00
15	NSF STEM	06-20905050-510200010	NSF STEM	06-20905050-590200000	8,751.17
TOTAL RESTRICTED FUND					\$ 32,296.63

TOTAL PROPOSED BUDGET TRANSFERS **\$ 33,301.63**

Budget Transfer Form

Dollar Amount \$100.00

From what Budget Account 01 80400525 550200005 Object Code Description Purchasing : Travel - In State

To what Budget Account 01 80400525 540200010 Object Code Description Purchasing : Copier Charge

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

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

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
Funds in Purchasing : Travel - In State are no longer needed because there will be no In State travel the rest of this fiscal year.

Explain specifically why additional funds are needed in the receiving account:
Funds are need in Purchasing : Copier Charge because there has been more copies made this Fiscal Year than originally budgeted for.

Required Signatures

Requestor Danielle Stephens 6/15/2022

Cost Center Manager John McGarry 6/15/2022

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Jim Reynolds 6/21/2022

Area Vice President Sean Sullivan 6/21/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exco. Dir. of Bus. Operations: _____

VP of Business Services: SS 6/22/22

Entered by: B6304 DS 6/22/22

Budget Transfer Form

Dollar Amount \$905.00

From what Budget Account 01 - 80400530 - 530400030 Object Code Description Software

To what Budget Account 01 - 80400530 - 540400010 Postage

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

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

Rationale:
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Software payment has been processed for this FY22.

Explain specifically why additional funds are needed in the receiving account:
 Executive team has requested a walk sequence mailing to target Proviso area students. This postcard will bring awareness of our student successes on our campus.

Required Signatures

Requestor DocuSigned by: Lori Ann Silvestri 5/19/2022
854015811E5E45F

Cost Center Manager DocuSigned by: Lori Ann Silvestri 6/2/2022
9C4015011E5E45F

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President DocuSigned by: Colleen Rockafellow 6/2/2022
337C58A7355E1

Area Vice President DocuSigned by: Sean Sullivan 6/6/2022
842220251E074A1

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____ *MS*

Exec. Dir. of Bus. Operations: _____ *CR*

VP of Business Services: _____ *SS^{CR} 4/7/22*

Entered by: B6283 DS 6/7/22

Budget Transfer Form

Dollar Amount \$10.05

From what Budget Account 06 10205003 530900010 Object Code Description Perkins Business/Tec: Other Contractual

To what Budget Account 06 10205003 540100210 Object Code Description Perkins Business/Tec: Instructional Supplies

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

Grant Accountant? Gerardo Porrás-Nava Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
All approved purchases have been made. Several purchases came in under budget.

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

These are grant funds that need to be spent before June 30 and additional supplies can be purchased based on approved grant activities per our plan.

Required Signatures

Requestor Alexandria Terrazas 6/9/2022

Cost Center Manager Jennifer Davidson 6/9/2022

Associate Dean (If Applicable) Alexandria Terrazas 6/9/2022

Dean (If Applicable) Jennifer Davidson 6/9/2022

Associate Vice President Paul Jensen 6/9/2022

Area Vice President Susan Campos 6/15/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance: [Signature]

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 6/15/22

Entered by: B6301 DS 6/22/22

Budget Transfer Form

Dollar Amount	<u>\$152.00</u>	
From what Budget Account	<u>06 10205003 550100005</u>	Object Code Description <u>Perkins Business/Tec:Meeting Expenses</u>
To what Budget Account	<u>06 10205003 540100210</u>	<u>Perkins Business/Tec: Instructional Supplies</u>
<p><input type="checkbox"/> OS Is this a Grant? *If you are submitting a grant transfer, the following statement must appear in the Rationale: <input checked="" type="checkbox"/> PR Yes (X) No () "This is an allowable transfer under the (name of grant) guidelines"</p>		
Grant Accountant?	<u>Gerardo Porras-Nava</u>	Include Attachments: Yes () No (X)

Rationale:

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

All approved purchases have been made. Several purchase came in under budget.

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

These are grant funds that need to be spent before June 30 and additional supplies can be purchased based on approved grant activities per our plan.

Required Signatures

Requestor	<u>Alexandria Terrazas</u>	<u>6/9/2022</u>
Cost Center Manager	<u>Jennifer Davidson</u>	<u>6/9/2022</u>
Associate Dean (If Applicable)	<u>Alexandria Terrazas</u>	<u>6/15/2022</u>
Dean (If Applicable)	<u>Jennifer Davidson</u>	<u>6/15/2022</u>
Associate Vice President	<u>Paul Jensen</u>	<u>6/15/2022</u>
Area Vice President	<u>Susan Campos</u>	<u>6/15/2022</u>

BUSINESS OFFICE APPROVALS

Grant Accountant: 

Asst. Director of Finance: _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: CR

VP of Business Services:  6/16/22

Entered by: B6299 D56/22/22

Budget Transfer Form

Dollar Amount \$9.50

From what Budget Account 06 10300520 580600005 Object Code Description Automotive Tech Grant: Equip.-Instruct->Sk

To what Budget Account 06 10300520 540100210 Object Code Description Automotive Tech Grant: Instructional Supplies

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

Grant Accountant? Gerardo Porras-Nava Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
All approved equipment purchases have been made. Several quotes for equipment came in under budget.

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

These are grant funds that need to be spent before June 30 and additional supplies can be purchased based on approved grant activities per the plan.

Required Signatures

Requestor Alexandria Terrazas 6/21/2022

Cost Center Manager Jennifer Davidson 6/21/2022

Associate Dean (if Applicable) Alexandria Terrazas 6/21/2022

Dean (if Applicable) Jennifer Davidson 6/21/2022

Associate Vice President Paul Jensen 6/21/2022

Area Vice President Jodi Koslow Martin 6/22/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature]

Entered by: BL309 DS 6/27/22

Budget Transfer Form

Dollar Amount \$3,798.96

From what Budget Account 06 10300520 580600005 Object Code Description Perkins Auto Tech Grant: Equip._Inst>5k

To what Budget Account 06 10300520 540100210 Object Code Description Perkins Auto Tech Grant: Instructional Suppli

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

Grant Accountant? Gerardo Porrás-Nava Include Attachments: Yes No

Rationale:
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 All approved equipment purchases have been made. Several quotes for equipment purchases came in under budget.

Explain specifically why additional funds are needed in the receiving account:
 These are grant funds that need to be spent before June 30 and additional supplies can be purchased based on approved grant activities per our plan.

Required Signatures

Requestor	<u>Alexandria Terrazas</u> DocuSigned by: 33F09620514EA	6/9/2022
Cost Center Manager	<u>Jennifer Davidson</u> DocuSigned by: 1EE7006A0C4EE	6/9/2022
Associate Dean (If Applicable)	<u>Alexandria Terrazas</u> DocuSigned by: 33F09620514EA	6/15/2022
Dean (If Applicable)	<u>Jennifer Davidson</u> DocuSigned by: 1EE7006A0C4EE	6/15/2022
Associate Vice President	<u>Paul Jensen</u> DocuSigned by: 416C00161074DE	6/15/2022
Area Vice President	<u>Susan Campos</u> DocuSigned by: FCSA451P8841495	6/15/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance: _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: CTR

VP of Business Services: SS 6/16/22

Entered by: B6298 DS 6/22/22

Budget Transfer Form

Dollar Amount \$900.00

From what Budget Account	<u>06</u> <u>10405003</u> <u>580600005</u>	Object Code Description <u>Perkins Health: Equip-instructional>\$5k</u>
To what Budget Account	<u>06</u> <u>10300520</u> <u>540100210</u>	<u>Perkins Business/Tec: Instructional Supplies</u>

Is this a Grant? Yes No *PR*

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

Grant Accountant? Gerardo Porrás-Nava Include Attachments: Yes No

Rationale:
Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
All approved equipment purchases have been made. Several quotes for large equipment purchases came in under budget.

Explain specifically why additional funds are needed in the receiving account:
These are grant funds that need to be spent before June 30 and additional supplies can be purchased based for approved grant activities per our plan.

Required Signatures

Requestor	<small>DocuSigned by:</small> <u>Alexandria Terrazas</u>	<u>6/1/2022</u>
Cost Center Manager	<small>DocuSigned by:</small> <u>Ty Perkins</u>	<u>6/1/2022</u>
Associate Dean (If Applicable)	<small>DocuSigned by:</small> <u>Alexandria Terrazas</u>	<u>6/2/2022</u>
Dean (If Applicable)	<small>DocuSigned by:</small> <u>Jennifer Davidson</u>	<u>6/2/2022</u>
Associate Vice President	<small>DocuSigned by:</small> <u>Paul Jensen</u>	<u>6/2/2022</u>
Area Vice President	<small>DocuSigned by:</small> <u>Susan Campos</u>	<u>6/2/2022</u>

BUSINESS OFFICE APPROVALS

Grant Accountant: *[Signature]*

Asst. Director of Finance: *[Signature]*

Exec. Director of Finance: *[Signature]*

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

VP of Business Services: *[Signature]*

Entered by: BL291 DS 6/9/22

Budget Transfer Form

Dollar Amount \$5000

From what Budget Account 06 10605005 590200000 Object Code Description Student Grants & Scholarships

To what Budget Account 06 10605005 540100210 Instructional Supplies

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

Grant Accountant? Susan Zefeldt Include Attachments: Yes No

Rationale:

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

Fewer adult education students than anticipated needed financial support to cover the cost of tuition/fees for CTE courses they took as part of their Integrated Education and Training (IET) program.

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

Licenses/seats for the commercial web-based curriculum used in AE courses will expire in July. Additional funds are needed in "instructional materials" to renew these licenses/seats.

This is an allowable transfer under the guidelines of the AEFL grant

Required Signatures

Requestor DocuSigned by: Jacqueline Lynch 5/27/2022
FC0A918C02F64AD

Cost Center Manager DocuSigned by: Jacqueline Lynch 5/27/2022
FC0A918C02F64AD

Associate Dean (If Applicable) _____

Dean (If Applicable) DocuSigned by: Jacqueline Lynch 5/27/2022
FC0A918C02F64AD

Associate Vice President DocuSigned by: Paul Jensen 6/1/2022
FC5C006EB16743E

Area Vice President DocuSigned by: Susan Campos 6/1/2022
FC5A251F8921495

BUSINESS OFFICE APPROVALS

Grant Accountant: SS 6/2/2022

Asst. Director of Finance [Signature]

Exec. Director of Finance: [Signature]

Exec. Dir. of Bus. Operations: CTR

VP of Business Services: SS CTR 6/6/22

Entered by: B6285 DS 6/7/22

Budget Transfer Form

Dollar Amount \$11.99

From what Budget Account	06 - 20805002 - 540901005	Object Code Description Computer Equipment <5K
To what Budget Account	06 - 20805002 - 530900010	Other Contractual Services

OS Is this a Grant? **If you are submitting a grant transfer, the following statement must appear in the Rationale:*
 PR Yes No "This is an allowable transfer under the (name of grant) guidelines"
 Grant Accountant? Gerardo Porrás-Nava Include Attachments: Yes No

Rationale:
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 These funds are no longer needed in Computer Equipment <5K.

Explain specifically why additional funds are needed in the receiving account:
 Additional funds will be used in other contractals to support tutoring.

Required Signatures

Requestor	<small>DocuSigned by:</small> <u>Hilary Meyer</u>	6/1/2022
Cost Center Manager	<small>DocuSigned by:</small> <u>Hilary Meyer</u>	6/1/2022
Associate Dean (If Applicable)	_____	
Dean (If Applicable)	_____	
Associate Vice President	<small>DocuSigned by:</small> <u>Denise Jones</u>	6/7/2022
Area Vice President	<small>DocuSigned by:</small> <u>Jodi Koslow Martin</u>	6/13/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]
 Asst. Director of Finance: [Signature]
 Exec. Director of Finance: _____
 Exec. Dir. of Bus. Operations: CR
 VP of Business Services: [Signature] 6/15/22
 Entered by: B6295 DS 6/23/22

Budget Transfer Form

Dollar Amount \$1680.00

From what Budget Account 06 20905029 510300210 Object Code Description IGEN Joliet Junior College : Equipment - Inst

To what Budget Account 06 20905029 580600005 IGEN Joliet Junior College : PartTime Stipenc

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

Grant Accountant? Gerardo Porrás-Nava Include Attachments: Yes No 

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Additional funds left in >5K area after all purchases were made.

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

Funds used to reimburse staff for extra duty beyond original amount per IGEN's allowable grant expenditures. Additional hours from staff were spent solely for furthering and implementing the grant projects objectives this fiscal year. Authorization from IGEN for budget modification. This is an allowable transfer per Katie Davis, IGEN Coordinator. See attached email.

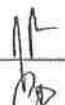
Required Signatures

Requestor	<u>DocuSigned by: Frances Figg</u>	<u>6/21/2022</u>
Cost Center Manager	<u>DocuSigned by: Frances Figg</u>	<u>6/21/2022</u>
Associate Dean (If Applicable)	<u>DocuSigned by: Alexandria Terrazas</u>	<u>6/21/2022</u>
Dean (If Applicable)	<u>DocuSigned by: Jennifer Davidson</u>	<u>6/21/2022</u>
Associate Vice President	<u>DocuSigned by: Paul Jensen</u>	<u>6/21/2022</u>
Area Vice President	<u>DocuSigned by: Colleen Rockafellow</u>	<u>6/23/2022</u>

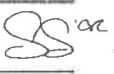
BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____ 

Exec. Director of Finance: _____ 

Exec. Dir. of Bus. Operations: _____ 

VP of Business Services: _____  6/27/22

Entered by: Bla307 DS 6/27/22

Budget Transfer Form

Dollar Amount

\$245.00

From what Budget Account

06 20905029 530900010

Object Code Description

IGEN Joliet Junior College : Other Contractua

To what Budget Account

06 20905029 540100210

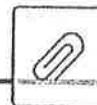
IGEN Joliet Junior College : Instructional St

Is this a Grant?
 Yes No

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

Grant Accountant? Gerardo Porrás-Nava

Include Attachments: Yes No



Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Additional funds left in Other Contractual after all purchases made.

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

Funds will be used to purchase Instructional Supplies in conjunction with the solar racking system.
 Authorization from IGEN to move to Instructional Supplies This is an allowable transfer per Katie Davis, IGEN
 Coordinator. See attached email.

Required Signatures

Requestor

DocuSigned by: Frances Figg 6/21/2022

Cost Center Manager

DocuSigned by: Frances Figg 6/21/2022

Associate Dean (If Applicable)

DocuSigned by: Alexandria Terrazas 6/21/2022

Dean (If Applicable)

DocuSigned by: Jennifer Davidson 6/21/2022

Associate Vice President

DocuSigned by: Paul Jensen 6/21/2022

Area Vice President

DocuSigned by: Colleen Rockafellow 6/23/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: CS

Exec. Director of Finance: JR

Exec. Dir. of Bus. Operations: CR

VP of Business Services: SS 6/27/22

Entered by: BL306 DS 6/27/22

Budget Transfer Form

Dollar Amount

\$1237.96

From what Budget Account

06 20905029 580600005

Object Code Description

IGEN Joliet Junior College : Equipment - Inst

To what Budget Account

06 20905029 540100210

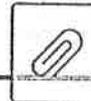
IGEN Joliet Junior College : Instructional Su

Is this a Grant?
 Yes No

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

Grant Accountant? Gerardo Porras-Nava

Include Attachments: Yes No



Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Additional funds left in >5K area after all purchases were made.

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

Funds can be used to purchase Instructional supplies in conjunction with the solar racking system. Authorization from IGEN to move to Instructional Supplies. This is an allowable transfer per Katie Davis, IGEN Coordinator. See attached email.

Required Signatures

Requestor

DocuSigned by:
 Frances Figg 6/21/2022

Cost Center Manager

DocuSigned by:
 Frances Figg 6/21/2022

Associate Dean (If Applicable)

DocuSigned by:
 Alexandria Terrazas 6/21/2022

Dean (If Applicable)

DocuSigned by:
 Jennifer Davidson 6/21/2022

Associate Vice President

DocuSigned by:
 Paul Jensen 6/21/2022

Area Vice President

DocuSigned by:
 Colleen Rockafellow 6/23/2022

BUSINESS OFFICE APPROVALS

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

Exec. Dir. of Bus. Operations:

VP of Business Services:

_____ *SS* 6/27/22

Entered by: *B6308 DS* 6/27/22

Budget Transfer Form

Dollar Amount: \$4000

From what Budget Account: 06 20905029 580600005 Object Code Description: IGEN Joliet Junior College : Equipment - Inst

To what Budget Account: 06 20905029 540100210 Object Code Description: IGEN Joliet Junior College : Instructional St

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

Grant Accountant? Gerardo Porras-Nava Include Attachments: Yes No 

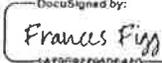
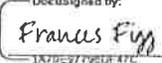
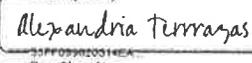
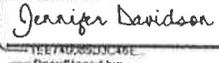
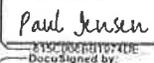
Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Additional funds left in Equipment >5K due to items coming in under budget.

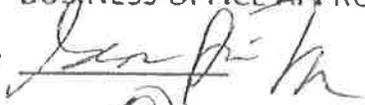
Explain specifically why additional funds are needed in the receiving account:

Funds can be used to purchase smaller ticket items to support the Renewable Energy Solar program. Authorization received from Katie Davis IGEN Coordinator to move to Instructional supplies. See attached email.

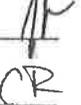
Required Signatures

Requestor	 DocuSigned by: Frances Figg	5/31/2022
Cost Center Manager	 DocuSigned by: Frances Figg	5/31/2022
Associate Dean (If Applicable)	 DocuSigned by: Alexandria Terrazas	6/1/2022
Dean (If Applicable)	 DocuSigned by: Jennifer Davidson	6/2/2022
Associate Vice President	 DocuSigned by: Paul Jensen	6/2/2022
Area Vice President	 DocuSigned by: Susan Campos	6/2/2022

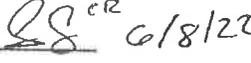
BUSINESS OFFICE APPROVALS

Grant Accountant: 

Asst. Director of Finance: 

Exec. Director of Finance: 

Exec. Dir. of Bus. Operations: 

VP of Business Services:  6/8/22

Entered by: B6288 DS 6/8/22

Budget Transfer Form

Dollar Amount: \$6500

From what Budget Account: 06 20905029 580600005 Object Code Description: IGEN Joliet Junior College : Equipment - Inst

To what Budget Account: 06 20905029 540100210 Object Code Description: IGEN Joliet Junior College : Instructional St

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

Grant Accountant? Gerardo Porras-Nava Include Attachments: Yes No 

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Additional funds left in >5K area. Authorization from IGEN to move to Instructional Supplies
 This is an allowable transfer per Katie Davis, IGEN Coordinator. See attached email.

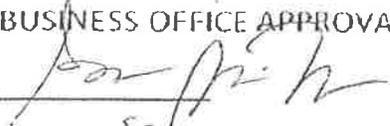
Explain specifically why additional funds are needed in the receiving account:

Funds are needed to purchase solar modules for the racking system.

Required Signatures

Requestor	<small>DocuSigned by:</small> <u>Francis Figg</u> <small>1A70C97950F47C</small>	6/8/2022
Cost Center Manager	<small>DocuSigned by:</small> <u>Francis Figg</u> <small>1A70C97950F47C</small>	6/8/2022
Associate Dean (If Applicable)	<small>DocuSigned by:</small> <u>Alexandria Terrazas</u> <small>33FF0596202142A</small>	6/8/2022
Dean (If Applicable)	<small>DocuSigned by:</small> <u>Jennifer Davidson</u> <small>1E174039D3C4EE</small>	6/9/2022
Associate Vice President	<small>DocuSigned by:</small> <u>Paul Jensen</u> <small>315C0E26110740E</small>	6/9/2022
Area Vice President	<small>DocuSigned by:</small> <u>Susan Campos</u> <small>F05A751F68A7495</small>	6/14/2022

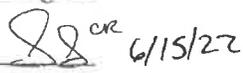
BUSINESS OFFICE APPROVALS

Grant Accountant: 

Asst. Director of Finance: 

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: CR

VP of Business Services:  6/15/22

Entered by: BL246 DS 6/15/22

Budget Transfer Form

Dollar Amount \$8751.17

From what Budget Account 06 20905050 510200010 **Object Code Description**
Prof Techn PT

To what Budget Account 06 20905050 590200000 Stu Grants & Scholarhips

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

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Our Part Time staff has left the institution and instead of replacing with less than a year left, the PI and co-PI will take on these last duties (final reporting to NSF).

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

We were able to maximize the student awards based on NSF criteria to our last cohort of students to help them graduate. This amount went over our original budgeted scholarship line. This is an allowable transfer under the NSF S-STEM guidelines (guidelines state that funds can always be used for scholarships, but scholarship money cannot be used for other purposes).

Required Signatures

Requestor DocuSigned by: Sheldon Turner 5/25/2022
Cost Center Manager DocuSigned by: Sheldon Turner 5/25/2022
Associate Dean (If Applicable) _____
Dean (If Applicable) _____
Associate Vice President DocuSigned by: Paul Jensen 6/6/2022
Area Vice President DocuSigned by: Susan Campos 6/7/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zydron 6/8/22
Asst. Director of Finance [Signature]
Exec. Director of Finance: [Signature]
Exec. Dir. of Bus. Operations: CR
VP of Business Services: SS 6/9/22
Entered by: B6290256/9/22

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

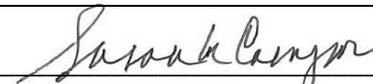
Meeting of July 19, 2022

ACTION EXHIBIT NO. 16776

SUBJECT: GED COURSE FEES

RECOMMENDATION: That the Board of Trustees approve a \$3 per credit hour course fee for all GED courses, grade level 9 and above, offered by the Adult Education Department starting Fall 2022.

RATIONALE: Per the ICCB Adult Education and Literacy Provider Manual, any provider using State Basic and/or State Performance funds may supplement the cost of offering GED courses (grade level 9+) using a fee not exceeding \$30 per semester per student. Students taking more than 10 credits in one semester will be responsible for the first \$30 in fees. They will be reimbursed for any fees paid in excess of \$30.

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



Adult Education Department
High School Equivalency Program
(GED®, HiSET®)

Fee Schedule

Course Code	Course Title	FEES
GED E38	GED Math IV (Spanish)	\$21
GED E48	GED Language Arts IV (Spanish)	\$21
GED E33	GED Social Science (Spanish)	\$12
GED E43	GED Science (Spanish)	\$12
GED E34	GED Social Science	\$12
GED E44	GED Science	\$12

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

Meeting of July 19, 2022

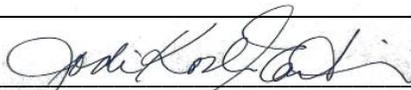
ACTION EXHIBIT NO. 16777

SUBJECT: NAXOS MUSIC LIBRARY RENEWAL

RECOMMENDATION: That the Board of Trustees approve the renewal agreement, for the library's annual subscription to Naxos Music Library-Unlimited Users. The term of service begins July 1, 2022 and ends June 30, 2023. The total cost of this Agreement will not exceed \$5,350.00.

RATIONALE: Naxos Music Library has been meeting the needs of the College by providing students, faculty, staff, and community members with online music resources that are not available elsewhere without charge. The Music Department strongly supported this acquisition and use the service as a primary resource for students enrolled in a wide variety of courses. The original agreement completed attorney review and all recommended changes were agreed to by NDS US. The vendor did not provide the renewal contract in time for June Board approval.

Submitted to Board by:



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

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

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

Customer: Triton College

Year: 2022

We hereby elect to **renew** / **upgrade** (circle/highlight one) our Naxos Music Library Service Agreement for a 1 yr term, beginning 7/1/22 and ending 6/30/23 including the following:

(Length of Term)
 (Start Date) (End Date)

COLLECTION	# of USERS	PRICE	SOUND QUALITY UPGRADE (320kbps)
Naxos Music Library	Unlimited	5,350	
NML Jazz			
NML World			
Naxos Video Library			
Naxos Spoken Word Library			
Naxos Works Database			
Naxos Sheet Music Library			
Naxos MusicBox			

Total Service Fee: \$ 5,350 per annum

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

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

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

Please include any updated contact information:

Renewal Contact: Amy Pinc
 Phone: 708-456-0300 x3424 Email: ampinc@triton.edu

Invoice/ Billing Contact: Amy Pinc
 Phone: 708-456-0300 x3424 Preferred Invoice Email: ampinc@triton.edu

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

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

 Signature

 Signature of authorized officer

 Date

 Date

Matthias Lutzweiler, CEO
 Name

Mark R. Stephens, Board Chairman
 Name of authorized office

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

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

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

Meeting of July 19, 2022

ACTION EXHIBIT NO. 16778

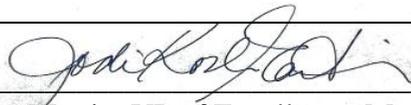
SUBJECT: AGREEMENT WITH TIMELYMD

RECOMMENDATION: That the Board of Trustees approve the Agreement with TimelyMD.

This Agreement will be effective as of July 20, 2022 and will remain in effect for one year. This will be completely funded by the Governor's Emergency Relief Fund (GEER) and Minority Serving Institution (MSI) funding. The total cost of this Agreement is \$88,320. The Governor's Emergency Relief Fund will fund \$80,000, and the Minority Serving Institution will fund \$8,320.

RATIONALE: TimelyMD is the leading virtual health and well-being solution for higher education. TimelyCare from TimelyMD is a student-centered platform that offers virtual, on-demand 24/7 access to mental health and counselors via telephone and/or secure video.

Submitted to Board by: _____



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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

CLIENT AGREEMENT

THIS CLIENT AGREEMENT (this "Agreement") is made as of July 20, 2022 (the "Effective Date") by and between **TIMELY TELEHEALTH, LLC**, a Texas limited liability company having its principal place of business at 1315 S. Adams St., Fort Worth, Texas 76104 ("TimelyMD"), and **TRITON COLLEGE** having its principal place of business at 2000 5th Ave., River Grove, Illinois 60171 (the "Client"). TimelyMD and Client may hereinafter be referred to, individually, as a "Party" and collectively, as the "Parties".

W I T N E S S E T H

WHEREAS, TimelyMD provides access to individuals to remote telehealth consultations provided via telephone and/or video by, licensed healthcare providers, therapists, and/or counselors (each, a "Provider") under contract with one or more professional entities (collectively, the "Professional Entities") for which TimelyMD provides administrative services (as hereinafter further defined, collectively the "Telehealth Consultations," and the services provided by TimelyMD to its clients, the "Access Services"); and

WHEREAS, the Client desires to retain TimelyMD to provide Access Services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS. For purposes of this Agreement:

- (a) "Telehealth Consultations" shall mean any contact between an Enrollee (as such term is defined in Section 2(a) hereof) and a Provider or practitioner, relating to, as applicable and appropriate, the care and personal coaching of a patient with the use of telehealth technology. Telehealth Consultations shall include "Remote Medical Consultations", "Talk Now Consultations", and "Faculty and Staff Support".
- (b) "Remote Medical Consultations" shall mean on demand, medical diagnostic remote Telehealth Consultations by a licensed healthcare Provider.
- (c) "Talk Now Consultations" shall mean on demand, non-diagnostic personal coaching by a qualified mental health practitioner.
- (d) "Faculty and Staff Support" shall mean on demand, non-diagnostic personal coaching for faculty and staff on the health and wellbeing of students, provided by a qualified mental health practitioner.

2. ACCESS SERVICES. Pursuant to the terms and conditions of this Agreement, Client and TimelyMD agree that:

- (a) TimelyMD shall facilitate access by the Client's students (individually, an "Enrollee" and, collectively, as the "Enrollees") to Telehealth Consultations. TimelyMD will provide the Enrollees with access to Telehealth Consultations 24 hours per day, 365 days per year during the Term (as such term is defined in Section 5(a) hereof).
- (b) TimelyMD shall cooperate with the Client in implementing the Access Services.
- (c) The following are applicable to TimelyMD's provision of Access Services:
 - (i) In order to request a Telehealth Consultation, an Enrollee will navigate to TimelyMD's mobile application, or otherwise contact TimelyMD to request a Telehealth Consultation.
 - (ii) TimelyMD will collect from the Enrollee information TimelyMD requires to facilitate the Telehealth Consultation, and then will facilitate a Telehealth Consultation.

- (iii) The “Service Area” for which Telehealth Consultations are available is set forth in Exhibit A attached hereto and made a part hereof, as such Service Area may be amended from time to time solely by TimelyMD in accordance with Section 8 hereof.
 - (iv) TimelyMD will use its best efforts to facilitate the commencement of: (x) a remote medical Telehealth Consultation, via telephone or secure video, within one hundred twenty (120) minutes of an Enrollee’s successful completion of a request for a Telehealth Consultation; (y) a mental health Telehealth Consultation via telephone or secure video, within twenty-four (24) hours of an Enrollee’s successful completion of a request for a Telehealth Consultation; provided; however, that if the Enrollee is in crisis, TimelyMD will use its best efforts to commence the mental health Telehealth Consultation immediately at the time such consultation is requested.
 - (v) The Telehealth Consultation will be conducted by, and the responsibility of the Provider. As part of the Telehealth Consultation, the Provider will initially request the Enrollee to verify their identity after which the Provider will consult with the Enrollee and diagnose and counsel the Enrollee and, if applicable and medically necessary, issue a prescription, as the Provider deems medically necessary.
- (d) Commencing January 2023, Timely MD will provide twice-annual metrics reports to the Client on each of January and June during the Term, which reports shall include the following metrics with respect to the Enrollees:
- Total visits
 - Average provider response time
 - Prescription/Diagnosis metrics
 - Demographics
 - Utilization

3. CLIENT’S OBLIGATIONS. To assist TimelyMD in providing the Access Services, the Client agrees to:

- (a) Provide a description of the Access Services to the Enrollees as provided to the Client by TimelyMD;
- (b) Cooperate with TimelyMD in implementing the Access Services;
- (c) Commence detailed outreach marketing, as approved by TimelyMD, to student Enrollees to encourage them to use the Access Services, which outreach and marketing plan shall include providing the Access Services to all Client’s full-time equivalent students; and
- (d) If Single Sign On (SSO) is not possible at the institution, deliver, on or before August 1, 2022, via a secure file transfer to TimelyMD a list of student Enrollees to TimelyMD, in a format approved in writing by TimelyMD, for student Enrollees eligible to receive the Access Services for the term commencing sixty (60) days from execution, which shall include all eligible Triton College students (full-time equivalent); and on each subsequent December 1st and July 1st during the Term, deliver via a secure file transfer a list of student Enrollees to TimelyMD, in a format approved in writing by TimelyMD, for student Enrollees eligible to receive the Access Services for the following academic semester/session(s). This agreement is based on an estimated population size of 5,000 students.

4. FEE FOR SERVICE; PAYMENT TERMS.

- (a) TimelyMD shall issue to the Client invoices for the Access Services, as set forth in Exhibit A attached hereto and made a part hereof, as follows:
 - (i) Upon the effective date of this agreement, the one-time set-up fee of \$10,000 for the Access Services shall be waived if signed by July 30, 2022; and
 - (ii) TimelyMD will invoice the “Enrollment Fee”, calculated as set forth in Exhibit A attached hereto and made a part hereof, of the estimated student population.
- (b) Failure by Client to pay TimelyMD’s invoices when due shall permit TimelyMD to charge Client a 5% monthly interest on any amounts due and owed by Client to TimelyMD. The fees payable pursuant to this Section 3 are in addition to the fees charged by the Providers for mental health services rendered during Telehealth Consultations (if applicable).

5. TERM; TERMINATION.

- (a) General. This Agreement shall commence as of the Effective Date and continue until August 30, 2023 (the “Initial Term”) and will automatically renew thereafter for additional one-year terms on the anniversary of September 1, 2023 (each, a “Renewal Term”), unless (i) one Party delivers to the other written notice of termination (a “Termination Notice”) at least ninety (90) days before expiration of the Term then in effect or unless earlier terminated as set forth below. The Initial Term and any and all renewal terms are referred to in this Agreement, collectively, as the “Term.”
- (b) With Cause. Either Party may terminate this Agreement with Cause by delivery of a Termination Notice. “Cause” shall mean: (i) a breach of the terms of this Agreement, including, without limitation, failure by the Client to pay in full any outstanding invoices issued by TimelyMD on the due date thereof, that continues after thirty (30) days from the date that the non-breaching Party provides to the breaching Party written notice of such breach; (ii) the commission of a criminal offense under any United States federal, state or local law, rule or regulation by a Party concerning or relating to “kickbacks”; (iii) a violation by a Party or any person employed or engaged by a Party of any civil or administrative law, rule or regulation, federal, state or local, which could reasonably be expected to subject any Professional Entity or any Providers to a fine, to civil monetary penalties and/or to suspension or exclusion from any federal or state health care program; (iv) any action by which causes TimelyMD to violate any federal, state or local law, rule or regulation relating to marketing in the healthcare field; or (v) failure by TimelyMD to provide the Access Service and Telehealth Consultations pursuant to the requirements of this Agreement.
- (c) Suspension of Services. In addition to its rights of termination as set forth in Section 4(b) hereof, if Client fails to make any payment in full within thirty (30) days of the date of TimelyMD’s invoice, TimelyMD shall have the right to suspend the Access Services to Enrollees unless and until TimelyMD receives payment in full of any invoices due and owing as well as any and all accrued interest thereon. Suspension of services does not relieve any party of its obligation to pay fees incurred according to Exhibit A during the suspension period.
- (d) Effect of Termination. Within ten (10) days of the date of termination, the Client shall pay to TimelyMD any unpaid amounts owed to TimelyMD pursuant to Section 3. Except as otherwise set forth in this Agreement, all obligations of the Parties hereto shall cease upon termination. Upon termination of this Agreement, the Client shall immediately return to TimelyMD any and all materials received or copied from TimelyMD with respect to the Access Services and Telehealth Consultations.

6. INTELLECTUAL PROPERTY.

- (a) TimelyMD Marks. TimelyMD grants to the Client, throughout the Term, the non-exclusive right and license to use the common law and/or registered trademarks of TimelyMD (the “Marks”) solely in connection with making the Telehealth Consultations available to the Enrollees. The Client acknowledges TimelyMD’s ownership of the Marks and agrees that it will not contest such ownership or the validity of the Marks. All trademark and service mark rights arising from the use of the Marks hereunder by the Client shall insure to the benefit of TimelyMD. The Client agrees that its right to use the Marks under this Agreement is conditioned upon the Client taking steps to assure that the nature and quality of its activities carried out under the Marks are consistent with standards that will be established by TimelyMD from time to time during the Term.
- (b) Proprietary Rights. All materials utilized by the Client in connection with the Access Services must be approved in advance by TimelyMD, constitute intellectual property of TimelyMD and may be used by the Client only in connection with making the Telehealth Consultations available to the Enrollees.
- (c) Client Marks. The Client grants to TimelyMD, throughout the Term, the non-exclusive right and license to use the common law and/or registered trademarks of the Client (the “Client Marks”) solely in connection with making the Telehealth Consultations available to the Enrollees, which shall include, without limitation, use of the Client’s logo on (i) TimelyMD’s promotional materials for Enrollees; and (ii) TimelyMD’s website. TimelyMD acknowledges the Client’s ownership of the Client Marks and agrees that it will not contest such ownership or the validity of the Client Marks. All trademark and service mark rights arising from the use of the Client Marks hereunder by TimelyMD shall insure to the benefit of the Client. TimelyMD agrees that its right to use the Client Marks under this Agreement is conditioned upon TimelyMD taking steps to assure that the nature and quality of its activities carried out under the Client Marks are consistent with standards that will be established by Client from time to time during the Term.

7. INDEMNIFICATION.

- (a) Each Party (the “Indemnifying Party”) shall indemnify and hold harmless the other Party and its respective shareholders, members, directors, officers, employees, agents, consultants and contractors (collectively, the “Indemnified Parties”), from and against any and all losses (whether joint or several), liabilities (including settlements and judgments), damages, fines, deficiencies, and related costs and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of litigation or other proceedings) (the “Losses”), and shall defend the Indemnified Parties against any third party claim or threatened third party claim for Losses, arising out of or in connection with the Indemnifying Party’s negligent performance of, or failure to perform, any of its obligations under this Agreement.
- (b) The Indemnified Parties shall give the Indemnifying Party prompt written notice of any event or assertion of which Indemnified Parties obtains knowledge concerning any claims and as to which Indemnified Parties may request indemnification hereunder, provided that any delay in providing written notice shall not serve as a bar to indemnification hereunder except to the extent that Indemnifying Party’s ability to defend against or avoid claims has been prejudiced by such delay. The Parties shall cooperate in determining the validity of any claim or assertion requiring indemnity hereunder and in defending against third parties with respect to the same, at Indemnifying Party’s cost and expense. Indemnifying Party shall promptly (and in no event later than thirty (30) days after receiving notice of a claim) decide whether to assume control of the defense of a claim, and if Indemnifying Party does not elect to control such defense, then Indemnified Parties shall assume such control of the defense. The Party that is not controlling the defense of a claim may have its own counsel present at its own cost to monitor proceedings related to the claim. In the event that Indemnifying Party elects to control the defense of a claim, Indemnifying

Party's choice of counsel shall be reasonably satisfactory to Indemnified Parties, and Indemnified Parties shall be entitled to participate in such defense and shall cooperate fully in connection therewith. Indemnifying Party hereby agrees not to settle or compromise any claim without prior written consent of Indemnified Parties.

- (c) Neither Party shall have liability to the other Party for indirect, special, incidental, or consequential damages arising out of this Agreement.
- (d) TimelyMD shall, throughout the duration of this Agreement, at its expense, carry and from time to time renew, the following insurance.
 - (i) Medical Malpractice Insurance in the minimum amount of \$1,000,000 per occurrence/ \$3,000,000.00 in the aggregate; and
 - (ii) Comprehensive General Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit covering both Bodily Injury and Property Damage including broad form contractual liability coverage for TimelyMD's indemnification as provided for in this Agreement.

8. REGULATORY ENVIRONMENT. The Client acknowledges and agrees that TimelyMD may, without breaching or terminating this Agreement, discontinue providing the Access Services and the Telemedicine Consultations in any state at any time upon delivery of written notice to the Client, if TimelyMD determines, in its reasonable discretion, that it must do so as the result of the regulatory environment in that state.

9. CONFIDENTIALITY.

- (a) Neither Party, except as required by law or court or arbitrator of competent jurisdiction, shall divulge, furnish or make available to any third party, or without the other Party's prior written consent any confidential or proprietary information of or concerning the other Party ("Confidential Information") or use the Confidential Information except in connection with performance of its obligations under this Agreement. Confidential Information includes methods of operation and organization, lists of clients or suppliers, business plans, expansion plans, pricing schedules or any other such information or data, and specific information that is designated by a Party as confidential or proprietary. Confidential Information does not include information that (i) is already public knowledge or has become a part of the public domain through no breach of this Agreement; (ii) a Party develops without any use of or reference to the other Party's information; or (iii) a Party subsequently acquires by lawful means from a third party without any obligation of confidentiality to that third party.
- (b) The Parties acknowledge that monetary damages for breach of this Section 8 will be inadequate and that, in addition to any other remedy the non-breaching Party or parties may have, the non-breaching Party or parties will be entitled to injunctive or other equitable relief to restrain any such breach or threatened breach, without any bond or other security being required. This Section 8 shall survive termination of this Agreement for any reason.
- (c) The extent the services are regulated by the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") or involve information that is Protected Health Information ("PHI") as that term is defined by HIPAA, the parties agree to use, disclose, and secure PHI in accordance with the HIPAA rules and other applicable requirements and to execute such other documents or amendments hereto and take such other actions as may be necessary to comply with HIPAA and other related laws.
- (d) In addition to the foregoing obligations, if Client provides TimelyMD with any legally confidential information including but not limited to confidential personnel information or "personally identifiable information" from student education records as

defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing regulations in Title 34, Part 99 of the Code of Federal Regulations, TimelyMD hereby certifies that collection of this information from Client is necessary for the performance of the TimelyMD's duties and responsibilities on behalf of Client under this Agreement.

10. **NOTICES.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed duly given when delivered to a Party at the address set forth on the signature page for such party. Delivery of notices or other communications may be made by courier, registered mail, telecopy or electronically.
11. **COMMUNICATIONS.** TimelyMD will provide a description of the Access Services for use by the Client to communicate the Access Services to the Enrollees. Client will provide TimelyMD with all enrollees' email addresses. TimelyMD will provide a description of the Access Services for use by the Client to communicate the Access Services to the Enrollees. TimelyMD will also occasionally communicate with Enrollees directly regarding the Access Services. Any changes or modifications to such description of services, and any and all materials used by the Client or its agents to describe the Access Services must be approved in advance in writing by TimelyMD prior to distribution.
12. **DATA TRANSMISSION SECURITY.** Data transmission security is the process of sending data from one computer system to another in a secure manner so that only the intended recipient of the data receives the data and the data sent is identical to the data received. When ePHI is transmitted over an electronic communications network i.e. "the internet", transmissions of ePHI via a file or document to and from TimelyMD will utilize Secure File Transport Protocol ("SFTP").
13. **WAIVER.** Each Party's obligations under this Agreement may be waived in writing by such other Party to the extent permitted by applicable law. Any delay or failure to exercise any remedy or right under this Agreement shall not be construed as a waiver of a remedy or right, or an acquiescence in a default.
14. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the rules of conflicts of law. Each Party to this Agreement hereby agrees and consents that any legal action or proceedings with respect to this Agreement shall only be brought in the courts of the State of Texas, in Tarrant County, Texas. By execution and delivery of this Agreement, each such party hereby (i) accepts the jurisdiction of the aforesaid courts; (ii) waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue set forth above; and (iii) further waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.
15. **ENTIRE AGREEMENT.** This Agreement (including the exhibits hereto) is the entire agreement among the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, memoranda, and other such communications, whether written or oral.
16. **PRESS RELEASE.** The Parties acknowledge and agree that TimelyMD shall issue a press release on the Effective Date announcing the Client as a new customer of TimelyMD, which press release shall be subject to prior review and approval by the Client, which approval shall not be unreasonably withheld.
17. **MISCELLANEOUS.** The Client may not assign any of its rights or duties under this Agreement without the prior written consent of TimelyMD. This Agreement shall be binding upon and inure to the benefit of TimelyMD and its successors and assigns and to the benefit of the Client and the Client's permitted assigns. This Agreement may be amended only by a written instrument signed by both Parties. If any provision of this Agreement is held to be invalid, the remainder of this Agreement will not be affected unless the invalid provision substantially impairs the benefits of the remaining portions of this Agreement. This Agreement may be executed in one or more counterparts.

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

TIMELY TELEHEALTH, LLC

Address / Email Address for Notices:

TimelyMD Legal Department
Attn: Kelsey Cunningham, CFO
1315 S. Adams Street
Fort Worth, TX 76104
Legal@timely.md

By: _____
Name: _____
Title: _____

TRITON COLLEGE

Address / Email Address for Notices:

By: _____
Name: **Mark R. Stephens**
Title: **Board Chairman**

EXHIBIT A

SERVICE AREA AND ENROLLMENT FEES

The "Service Area" for the Telehealth Consultations provided by licensed healthcare providers, therapists, and/or counselors shall be the state of Illinois, plus any state in which the Professional Entities have a licensed healthcare provider or qualified practitioner available, as applicable, which Service Area can be modified at any time by TimelyMD in accordance with Section 8 of the Agreement.

"Enrollment Fee" calculated as follows:

Based on an approximate student count of up to 5,000, the Client shall pay \$88,320 per year for Access Services.

The Enrollment Fee shall entitle each enrollee to on-demand Remote Medical Consultations and Talk Now Consultations with no visit fee for each academic semester or term, as applicable, such Enrollee is enrolled at one of the Client's campuses and for which the Enrollment Fee has been paid by the Client.

Catering Services – Child Development Center

The following firms have been invited to submit bids for providing Catering Services for the Child Development Center. An advertisement for bid was placed in the Chicago Tribune-west Cook County zone. Ten (10) companies were directly solicited. Immediately after the closing hour for receiving bids which was 1:30 p.m., local time, Thursday, June 23, 2022, the bids were publicly opened and read aloud in room A 300 by John McGarry, Purchasing Manager and witnessed by Nancy Schafer, Purchasing Assistant.

COMPANY	NET COST
Delicious Unlimited by Quality Catering 4005 Porett Drive Gurnee, IL 60031	\$28,354.57 (estimated for one year)

It is recommended that the Board of Trustees accept the proposal submitted by Delicious Unlimited by Quality Catering for Kids in accordance with their low specified bid. These items were competitively bid according to state statutes.

Recommendation along with tabulation is attached.

APPROVED:



Sean O'Brien Sullivan
Vice President - Business Services

A/C Number	05-60300510-530900010
A/C Name	CDC Other Contractual
Budget Projection (FY2023)	\$23,200.00
Prev. Expend.	0.00
Schedule	\$19,538.34
Balance	\$3,661.66

A/C Number	05-60300525-530900010
A/C Name	TOD – Other Contractual Services
Budget Projection (FY2023)	\$17,600.00
Prev. Expend.	0.00
Schedule	\$8,816.23
Balance	\$8,783.77

MEMORANDUM

TO: John McGarry
Purchasing Manager

FROM: Diana Cohen
Director, Child Development Center

DATE: June 27, 2022

RE: Catering Services for FY2023

Based on the two bids received, I recommend that we continue with Delicious Unlimited by Quality Catering to provide the food service for the Triton College Child Development Center. The bid from Quest Food Management Services is too costly compared to the bid from Delicious Unlimited.

Delicious Quality Catering meets the state of Illinois requirements for appropriate meals for young children and we are pleased with the quality of the meals.

Triton College	
Catering Services – Child Development Center	
Bid Tabulation	
June 23, 2022 at 1:30 pm	
Vendor	Total Annual Cost
Delicious Unlimited Company	\$ 28,354.57
Quest Food Management Services	\$ 58,172.00

Bid Specifications Catering Services – Child Development Center

Scope of Work

Providing lunch meals for toddler and pre-school age children, 5 days a week, Monday thru Friday, excluding College recognized holidays and scheduled closed days. Meal delivery is to be made at Child Development Center, Health Building (Building G), Triton main campus, Monday thru Friday between the hours of 8.00 am and 9:00 am.

Requirements

- Meet all Department of Children and Family Services requirements.
- Meet all Department of Education Child and Adult Care Food Program requirements.
- Have all food components available at each meal: Vegetable, Fruit, Meat/Meat Alternate and Grains/Breads.
- Meals are appropriate for Toddler and Preschool age children with no choking foods.
- Needs to be in accordance with the Federal law and U.S. Department of Agriculture.
- Each meal to be packaged and protected to insure freshness and temperature control. Meals are to be transported in containers maintaining appropriate hot or cold temperatures.
- Food temperature readings need to be taken when food is delivered.
- Menu planning and providing meals to follow the guidelines of the Department of Children and Family Services requirements.
- Menu to be on a 4-week rotation cycle. Provide detailed information of sample menus and any substitution entrée menus. Note which sample menus are for toddlers and preschool age children.

Samples

For bid review and analysis, sample meals and packaging will be made upon request from the College.

Pricing

Provide pricing based on per person; toddler and preschool. Include any minimum requirements that pricing is based on. Pricing is to remain firm for the contract term.

Insurance

Contractor shall maintain liability insurance in minimum limits of \$2,000,000 per occurrence and \$5,000,000 in the aggregate and shall name Triton College, its officers, agents, trustees and employees as additional insureds.

Term

Contract to commence July 1, 2022 to June 30, 2023 with an option to renew annually if equally agreed upon by both parties and pricing from bid remains the same.

Notes to Bidders

- Triton College, Community College District 504 is a local unit of Government, tax exempt, learning institution
- The College reserves the right to accept or reject any or all bids and to waive informalities to any bid if it is deemed to be in the College's best interest
- Note any and all other costs associated with catering services
- Payment cycle for the College, checks released every 3rd Friday of month, net 30-45 days.

An addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Bid, the College will add it to the RFP Posting on www.trition.edu/rfp. It shall be the responsibility of each bidder, prior to submitting the bid, to review the posted RFP to determine if addenda were issued and to make such addenda a part of the bid.

Childcare Development Center Catering Services Vendor Mailing List

A.H Management Group
1151 Rohlwing Road
Rolling Meadows, IL. 60008

Quality Catering for Kids
4005 Porett Drive
Gurnee, IL. 60031

Ace Coffee Bar
601 East Lake Street
Streamwood, IL. 60171

Food2You
2719 North Maplewood Avenue
Chicago, IL. 60647

Ceres Food Group
5150 North Northwest Highway
Chicago, IL. 60630

Mrs. C's Catering
9911 Woods Drive
Skokie, IL. 60077

FanFares Catering
742 East 95th Street
Chicago, IL. 60619

Childeats
577 Waukegan Road
Northbrook, IL. 60062

Dee's Catering
1517 Bourbon Parkway
Streamwood, IL. 60107

Healthy Organic Kids
1334 North Cicero Avenue
Chicago, IL. 60651