



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, July 16, 2024

- I. CALL TO ORDER** July 16, 2024 at 6:35 p.m.
or immediately after the Board Budget Hearing
- II. ROLL CALL** Boardroom, A-300
- III. APPROVAL OF BOARD MINUTES – VOLUME LX**
Minutes of the Regular Board Meeting of June 18, 2024, No. 18
- IV. COMMENTS ON THIS AGENDA**
- V. CITIZEN PARTICIPATION**
- VI. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VII. STUDENT SENATE REPORT**
- VIII. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- IX. ADMINISTRATIVE REPORT**
- X. PRESIDENT’S REPORT**
- XI. CHAIRMAN’S REPORT**
- XII. NEW BUSINESS**
 - A. Board Policy – First Reading
 - Business Services
3321/3324 Purchase Requisitions and Purchase Orders

 - Student Affairs
5103 High School Student Admission
 - B. Action Exhibits
 - 17081 Trustee Travel
 - 17082 Budget Transfers
 - 17083 FY 2026 RAMP Report
 - 17084 Enterprise Car Rental

- 17085 Agreement with Rush Oak Park Hospital
- 17086 ILLINET/OCLC Services Program Member Agreement
- 17087 ACT WorkKeys Services Renewal

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

Troy Moran, Dean of Health Careers & Public Service Programs

Cierra Morris, Director of 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

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:33 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Mr. Luke Casson, Ms. Kailee Harper, Mr. Tracy Jennings, Mrs. Elizabeth Potter, Mr. Rich Regan, Mr. Mark Stephens, Ms. Diane Viverito.

Absent: Mr. Glover Johnson.

Mr. Stephens commented that Trustee Johnson is absent for his work.

APPROVAL OF BOARD MINUTES

Mrs. Potter made a motion, seconded by Mr. Casson, to approve the minutes of the Regular Board Meeting of May 21, 2024 and the Board Decennial Committee Meeting of May 21, 2024. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Mid-Management Association President Dorota Krzykowska reported on student support initiatives such as New Student Orientation and registration rallies.

STUDENT SENATE REPORT

TCSA President Mark Kouria introduced himself as new Student Association President.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito reported that the committee met and reviewed items pertaining to academic and student affairs, support the items presented, and recommend them to the Board of Trustees. She commented on looking forward to the new Barbering program in the fall.

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on June 5 and reviewed twenty-four new business items and two Purchasing Schedules. All were unanimously approved and sent to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

Window Replacements: Associate Vice President of Facilities John Lambrecht reported on the window replacement project. He explained that this was part of the college’s RAMP Report, was state-approved, and the college had placed money in trust for the project. After the state discovered and notified the college that they had made a gross miscalculation, the college has requested to close out the project with the state and will complete the project independently.

PRESIDENT’S REPORT

President Mary-Rita Moore commented that it is summertime and she is looking forward to seeing everyone at the Foundation Golf Outing next week.

NEW BUSINESS

BOARD POLICY – Second Reading (waive first reading)

Student Affairs 5115 Residency

Mrs. Potter made a motion, seconded by Mr. Jennings, to enact the revised Board Policy. Voice vote carried the motion unanimously.

ACTION EXHIBITS

- 17055 Budget Transfers**
- 17056 Approval of Fiscal Year 2025 Tentative Budget**
- 17057 Renewal of Treasurer’s Bond**
- 17058 Canon Solutions America, Inc. Equipment Purchase and Maintenance Agreement**
- 17059 Five-Year Agreement with IEA-NEA Adjunct Faculty, 2024-2029**
- 17060 Six-Year Agreement with Part-Time Illinois Council of Police (ICOPS), 2024-2030**
- 17061 Seven-Year Agreement with Full-Time Illinois Council of Police (ICOPS), 2024-2031**
- 17062 Certification of Final Completion and Authorization of Final Payment for the Respiratory Therapy Lab Project**
- 17063 Certificate of Final Completion and Authorization of Final Payment for the Walk-In Freezer/Cooler Replacement Project**
- 17064 Certificate of Final Completion and Authorization of Final Payment for the Tower & Pumps Replacement Project**
- 17065 Certificate of Final Completion and Authorization of Final Payment for the Childcare Playground Renovation Project**
- 17066 Certificate of Final Completion and Authorization of Final Payment for the R-221 Renovation Project**
- 17067 Professional Services Agreement with Dorgan, Butcher & Phelps LLC**
- 17068 S.E.E.D. Student Community Employment Experience – DA Valley Rescue Ministry/Christian Valley Baptist Church**
- 17069 Child Development Center Tuition Increase**
- 17070 Triton Tutoring Services at Oak Park Community Recreation Center**
- 17071 Renewal Agreement with CDW-G for Barracuda Total Email Protection**
- 17072 Renewal Agreement with Heartland Business Systems for CrowdStrike Falcon Complete Software and Monitoring**
- 17073 Renewal of Service Agreement with People Admin, Inc.**
- 17074 Agreement with Shaker Recruitment, Advertising, and Communications**
- 17075 Agreement with View Transit**
- 17076 Agreement with Hubbard Chicago - 2060 Digital Advertising**
- 17077 Agreement with Hubbard Chicago – 101.9 The Mix**

- 17078 Agreement with Effectv – a Comcast Company for Digital and Television**
- 17079 Agreement with Univision Communications Inc.**
- 17080 Agreement with SHI International Corp.**

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

PURCHASING SCHEDULES

B46.19 Fire Alarm Testing/Service – FY 25

B46.20 Connect Newsletter

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

BILLS AND INVOICES

Mrs. Potter made a motion, seconded by Mr. Regan, to pay the Bills and Invoices in the amount of \$1,345,276.51.

Roll Call Vote:

Affirmative: Mr. Casson, Ms. Harper, Mr. Jennings, Mrs. Potter,
Mr. Regan, Ms. Viverito, Mr. Stephens.

Absent: Mr. Johnson.

Motion carried 6-0 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 Mrs. Potter.

Roll Call Vote:

Affirmative: Mr. Casson, Ms. Harper, Mr. Jennings, Mrs. Potter,
Mr. Regan, Ms. Viverito, Mr. Stephens.

Absent: Mr. Johnson.

Motion carried 6-0 with the Student Trustee voting yes. The Board went into Closed Session at 6:50 p.m.

RETURN TO OPEN SESSION

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

Roll Call Vote:

Affirmative: Mr. Casson, Ms. Harper, Mr. Jennings, Mrs. Potter,
Mr. Regan, Ms. Viverito.

Absent: Mr. Johnson, Mr. Stephens.

Motion carried 5-0 with the Student Trustee voting yes. The Board returned to Open Session at 7:03 p.m.

Ms. Viverito assumed the role of Chair for the remainder of the meeting in Mr. Stephens' absence.

HUMAN RESOURCES REPORT

1.0 Faculty

Mr. Casson made a motion, seconded by Mrs. Potter, to approve pages 1 through 8 of the Human Resources Report, item 1.1.01 through 1.5.01. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Mrs. Potter made a motion, seconded by Mr. Casson, to approve pages 9 through 11 of the Human Resources Report, items 2.1.01 through 2.7.01. Voice vote carried the motion unanimously.

3.0 Administration

Mr. Jennings made a motion, seconded by Mrs. Potter, to approve pages 12 and 13 of the Human Resources Report, items 3.1.01 through 3.5.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Mr. Regan made a motion, seconded by Mr. Casson, to approve pages 14 and 15 of the Human Resources Report, items 4.1.01 through 4.7.01. Voice vote carried the motion unanimously.

5.0 Mid-Management

Mrs. Potter made a motion, seconded by Mr. Casson, to approve pages 16 and 17 of the Human Resources Report, items 5.1.01 through 5.8.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Mr. Casson made a motion, seconded by Mr. Jennings, to approve pages 18 through 22 of the Human Resources Report, items 6.1.01 through 6.5.01. Voice vote carried the motion unanimously.

7.0 Other

Mr. Casson made a motion, seconded by Mr. Regan, to approve pages 23 through 25 of the Human Resources Report, items 7.1.01 through 7.6.03. Voice vote carried the motion unanimously.

ADJOURNMENT

Motion was made by Mr. Jennings to adjourn the Regular Meeting of the Board, seconded by Mr. Casson. Voice vote carried the motion unanimously. Vice Chairwoman Viverito adjourned the meeting at 7:06 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 16, 2024

POLICY SECTION Business Services

POLICY NO. 3321/3324

First Reading

Second Reading

TITLE: PURCHASE REQUISITIONS AND PURCHASE ORDERS

PURPOSE: Revisions to Policy 3321/3324 are necessary to more accurately articulate the purchase requisitions and purchase orders approval process.

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

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

BUSINESS SERVICES

**PURCHASE REQUISITIONS AND
PURCHASE ORDERS**

POLICY 3321/3324
ADOPTED: 12/18/1990
AMENDED: 12/17/1991
AMENDED: 03/17/1992
AMENDED: 03/16/1993
AMENDED: 07/18/2000
AMENDED: 08/20/2013
AMENDED: 12/20/2016
AMENDED: 01/24/2023
AMENDED:

All spending for the college except for personnel salaries and related benefits and contracts will be required to have an approved imprest voucher or a purchase requisition and purchase order.

A standard requisitioning procedure will be established and followed for all requisitions. Requisitions will be originated by personnel at the point of use. Purchases may be made throughout the fiscal year based on instructional needs and plant operations.

The Purchasing Department will review all imprest vouchers and purchase requisitions verifying that there are monies available in the approved budget. If monies are not available, the Cost Center Manager will be required to submit a budget transfer requesting to move money into the appropriate budget line before the voucher or requisition are processed.

The College President may designate the appropriate administrative level of approval for all purchases and requisitions. Minimum signatories required:

Purchase of up to ~~\$2,500~~ **\$1,500** – Two approvals needed: (1) Cost Center Manager and (2) ~~Administrator that has budgetary control for account being charged.~~ **responsible Associate Vice President or Dean.**

Purchase of up to \$3,000 – Three approvals needed: (1) Cost Center Manager, (2) responsible Associate Vice President or Dean and (3) Vice President of area.

Purchase over ~~\$2,500~~ **\$3,000** – Four approvals needed: (1) Cost Center Manager, (2) ~~Administrator that has budgetary control for account being charged,~~

responsible Associate Vice President or Dean, (3) ~~responsible Associate Vice President,~~ Vice President of area and (4) Vice President of area. of Business Services.

Utilization of imprest vouchers, purchase requisition and purchase order shall only occur following the completion of any required statutory bidding processes.

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

Meeting of July 16, 2024

POLICY SECTION Student Affairs

POLICY NO. 5103

First Reading

Second Reading

TITLE: HIGH SCHOOL ADMISSION

PURPOSE: Revisions to Policy 5103 are necessary to best serve increasing numbers of high school students enrolling in college-level coursework through early college initiatives.

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

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

STUDENT AFFAIRS

HIGH SCHOOL STUDENT ADMISSION

POLICY 5103

ADOPTED: 04/23/91

AMENDED: 09/24/13

High school students may **apply and enroll in** ~~be permitted to take~~ college courses ~~after obtaining the written approval of their high school principal or counselor and must meet the college application and admission requirements before permitted to register for classes~~ **as permitted by academic procedures and partnership agreements.**

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

Meeting of July 16, 2024

ACTION EXHIBIT NO. 17081

SUBJECT: BOARD OF TRUSTEES TRAVEL

RECOMMENDATION: To approve travel for Trustee Tracy Jennings to attend a meeting of the Illinois Community College Trustees Association (ICCTA) Executive Committee in Decatur, Illinois on August 8 – 9, 2024. Total cost of travel will not exceed \$710, itemized as follows: registration - \$0; transportation - \$300; lodging - \$260; meals - \$150.

RATIONALE: In keeping with the Local Government Travel Expense Control Act, the Board of Trustees reviews the travel expenses of all Board members. Trustee Jennings is the Board's appointed representative to the ICCTA and he will interact with community college trustees from across the state on topics pertinent to trusteeship and issues affecting higher education.

Submitted to Board by: Mary-Rita Moore
Mary-Rita Moore, President

Board Officers' Signatures Required:

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

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

Meeting of July 16, 2024

ACTION EXHIBIT NO. 17082

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 2024
FOR THE PERIOD 6/1/24 to 6/30/24**

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
EDUCATION FUND					
1	Dean of Retention	01-30500520-550300005	Dean of Retention	01-30200520-540900505	660.00
2	Continuing Education	01-40100505-530900010	Continuing Education	01-40100505-540900505	845.00
3	AVP Academic Innovations	01-80100515-530900010	AVP Academic Innovations	01-80100515-550100005	500.00
4	AVP Academic Innovations	01-80100515-530900010	AVP Academic Innovations	01-80100515-550200005	750.00
5	AVP Academic Innovations	01-80100515-540200005	AVP Academic Innovations	01-80100515-550100005	200.00
6	AVP Academic Innovations	01-80100515-540400005	AVP Academic Innovations	01-80100515-550100005	200.00
7	AVP Academic Innovations	01-80100515-540900505	AVP Academic Innovations	01-80100515-550100005	500.00
8	Center for Teaching Excellence	01-80900510-540100210	Center for Teaching Excellence	01-80900510-530900010	637.00
TOTAL EDUCATION FUND					\$ 4,292.00

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
RESTRICTED FUND					
9	Perkins Business/Technology	06-10205003-540100210	Perkins Business/Technology	06-10205003-580600005	9,300.00
10	STN-Perkins Health Career	06-10405003-580600005	Perkins Business/Technology	06-10205003-540100210	4,197.88
11	AEF-ADULT ED - FEDERAL	06-10605005-590200000	AEF-ADULT ED - FEDERAL	06-10605005-540100210	22,881.71
12	Perkins Early College	06-20905056-530900010	Perkins Business/Technology	06-10205003-510100005	2,038.46
13	Perkins Early College	06-20905056-530900010	Perkins Business/Technology	06-10205003-510200005	2,077.01
14	Perkins Early College	06-20905056-530900010	STN-PERKINS Health Career	06-10405003-510100005	35.43
15	Perkins Career Services	06-30205007-530900010	Perkins Early College Perkins	06-20905056-510200005	1,170.26
16	Perkins Career Services	06-30205007-540100240	Early College	06-20905056-510200005	334.05
17	ICCB PATH	06-30305024-530900010	ICCB PATH	06-30305024-540600005	1,151.00
18	ICCB PATH	06-30305024-530900010	ICCB PATH	06-30305024-550100010	2,277.00
19	ICCB PATH	06-30305024-530900010	ICCB PATH	06-30305024-550200015	1,818.40
20	ICCB PATH	06-30305024-590200000	ICCB PATH	06-30305024-540100210	8,990.00
TOTAL RESTRICTED FUND					\$ 56,271.95
TOTAL PROPOSED BUDGET TRANSFERS					\$ 60,563.95

Budget Transfer Form

Dollar Amount \$660

From what Budget Account 01 - 30200520 - 550300005 Object Code Description Dean of Retention-Travel-Out of State

To what Budget Account 01 - 30200520 - 540900505 Object Code Description Dean of Retention-Other Materials & Supplies

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

Grant Accountant? _____ Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Funding is needed in Dean of Retention-Other Materials & Supplies to support funding for the purchase of T-shirts for the orientation leaders.
 Our department is reallocating funds from out of state travel due to this need.

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

Funding is needed in Dean of Retention- Other Materials & Supplies for the remainder of the fiscal year to purchase items for the Orientation Leaders for New Student Orientation as well Admissions Related recruiting events.

Required Signatures

Requestor Tatiana King 6/5/2024
DocuSigned by: #20563AE690F41A

Cost Center Manager Denise Jones 6/5/2024
DocuSigned by: F8B5739D3C458DE

Associate Dean (If Applicable) _____

Dean (If Applicable) Denise Jones 6/5/2024
DocuSigned by: F8B5739D3C458DE

Associate Vice President Hilary Meyer 6/5/2024
DocuSigned by: 3CDEF7BE900F42D

Area Vice President [Signature] 6/6/2024
DocuSigned by: 7F70BBA87BAE4FC

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____ *N*

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 6/10/24

Entered by: B7588 73 6-10-24

Budget Transfer Form

Dollar Amount

\$845.00

From what Budget Account

01 40100505 530900010

Object Code Description

Continuing Education: Other Contractual Serv

To what Budget Account

01 40100505 540900505

Continuing Education: Other Materials and Sup

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 are available in other Contractual Services, funds were being held for updates to CE office cubicles for additional employees being hired. was told the funds to purchase additional cubicle needed to come from materials and supply line.

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

CE has hired additional employees to their office. We currently have student workers rotating at our front desk. We have hired a grant special project coordinator and have a temporary full time classified employee. The increase in employees requires additional office space. The funds are needed to cover the cost of an additional cubicle to be added to the CE floorplan.

Required Signatures

Requestor

DocuSigned by: Katie Rullo 5/29/2024

Cost Center Manager

DocuSigned by: Colleen Rockafellow 6/6/2024

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by: Paul Jensen 6/10/2024

Area Vice President

DocuSigned by: Susan Campos 6/10/2024

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____ *jr*

Entered by: B7587 73 6-10-24

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 6/10/24

Budget Transfer Form

Dollar Amount \$500

From what Budget Account 01 80100515 530900010

To what Budget Account 01 80100515 550100005

Object Code Description AVP academic innovations Other Contractual

AVP academic innovations Meeting Expense

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

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

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred: No further FY24 spending is anticipated in this budget.

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

FY24 funds are expended and more funds are needed for faculty travel for institutional purposes.

Required Signatures

Requestor

DocuSigned by: Anthony Riley 5/28/2024

Coat Center Manager

DocuSigned by: Paul Jensen 5/29/2024

Associate Dean (if Applicable)

Dean (if Applicable)

Associate Vice President

DocuSigned by: Paul Jensen 5/29/2024

Area Vice President

DocuSigned by: Susan Campos 5/30/2024

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____ *NR*

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

VP of Business Services: _____ *6/5/24*

Entered by: B 7574 TB 6-5-24

Budget Transfer Form

Dollar Amount \$750

From what Budget Account 01 80100515 530900010 Object Code Description AVP academic innovations other contractual

To what Budget Account 01 80100515 550200005 Object Code Description AVP academic innovations in state travel

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

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

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 No further FY24 spending is anticipated in this budget.

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

FY24 funds are expended and more funds are needed for faculty travel for institutional purposes.

Required Signatures

Requestor Anthony Riley 5/28/2024
DocuSigned by: 48FB50185F88407

Cost Center Manager Paul Jensen 5/29/2024
DocuSigned by: 815C0068B1974DE

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Paul Jensen 5/29/2024
DocuSigned by: 815C0068B1974DE

Area Vice President Susan Campos 5/29/2024
DocuSigned by: 87D0745E0BA0449

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: NR

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 6/5/24

Entered by: B7575 TB 6-5-24

Budget Transfer Form

Dollar Amount \$200

From what Budget Account 01 80100515 54020005 **Object Code Description** AVP academic innovations printing

To what Budget Account 01 80100515 55010005 **Object Code Description** AVP academic innovations meeting expense

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

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

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
No further FY24 spending is anticipated in this budget.

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

FY24 funds are expended and more funds are needed for faculty travel for institutional purposes.

Required Signatures

Requestor Anthony Riley 5/28/2024

Cost Center Manager Paul Jensen 5/29/2024

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President Paul Jensen 5/29/2024

Area Vice President Susan Campos 5/30/2024

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: [Signature]

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 6/6/24

Entered by: B7578 73 6/6/24

Budget Transfer Form

Dollar Amount \$200

From what Budget Account 01 - 80100515 - 540400005 Object Code Description AVP academic innovations computer software

To what Budget Account 01 - 80100515 - 550100005 Object Code Description AVP academic innovations meeting expense

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

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

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 No further FY24 spending is anticipated in this budget.

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

FY24 funds are expended and more funds are needed for faculty travel for institutional purposes.

Required Signatures

Requestor Anthony Kiley 5/28/2024

Cost Center Manager Paul Jensen 5/29/2024

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President Paul Jensen 5/29/2024

Area Vice President Susan Campos 5/30/2024

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: MP

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 6/5/24

Entered by: B7579 73 65-24

Budget Transfer Form

Dollar Amount \$500

From what Budget Account 01 - 80100515 - 540900505 Object Code Description AVP academic innovations other materials

To what Budget Account 01 - 80100515 - 550100005 Object Code Description AVP academic innovations meeting expense

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

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

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 No further FY24 spending is anticipated in this budget.

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

FY24 funds are expended and more funds are needed for faculty travel for institutional purposes.

Required Signatures

Requestor Anthony Riley 5/28/2024

Cost Center Manager Paul Jensen 5/29/2024

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President Paul Jensen 5/29/2024

Area Vice President Sumn Campos 5/30/2024

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 5/31/24

Entered by: B7580 73 65-24

Budget Transfer Form

Dollar Amount \$637

From what Budget Account 01 80900510 540100210 Object Code Description Instructional Supplies

To what Budget Account 01 80900510 530900010 Other Contractual Services

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

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

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Less funds are needed in the instructional supplies budget for books.

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

More funds are needed in the Other Contractual Services to cover the independent contractor/instructional designer's May service payment.

Required Signatures

Requestor DocuSigned by: Shelley Tiwari 6/3/2024

Cost Center Manager DocuSigned by: Shelley Tiwari 6/3/2024

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President DocuSigned by: Paul Jensen 6/3/2024

Area Vice President DocuSigned by: Susan Marie Campos 6/4/2024

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: NR

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 6/6/24

Entered by: B7576 6-5-24

Budget Transfer Form

Dollar Amount \$9,300.00

From what Budget Account 06 10205003 540100210 **Object Code Description** Perkins Business/Technology : Instructional

To what Budget Account 06 10205003 580600005 Perkins Business/Technology : Equipment - Ins

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

Grant Accountant? Gianna Colella 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:

The funds set aside for upgrading the keys vault were allocated to Perkins' "Instructional Supplies" object code. The upgrade involves the acquisition of five panels at \$1,860.00 per panel. However, since the five panels will be installed in one key vault, for accounting purposes, it was decided to move the allocated funds to the "Equipment - Instructional >5K" object code. The funds are no longer required for this fiscal year and are available to be transferred.

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

The funds set aside for upgrading the keys vault were allocated on the Perkins Instructional Supplies object code. The upgrade involves the acquisition of five panels at \$1,860.00 per panel. However, since the five panels will be used to upgrade one key vault, for accounting purposes, it is best to move the allocated funds to the Equipment - Instructional >5K object code. The funds are needed for this fiscal year and are available to be transferred.

Required Signatures

Requestor Panos Hadjimitsos 5/28/2024
DocuSigned by: AA443A91B5DB4EE

Cost Center Manager Panos Hadjimitsos 5/28/2024
DocuSigned by: A4443A91B5DB4EE

Associate Dean (If Applicable) Justyna Kohly 5/28/2024
DocuSigned by: 2BEF771AE1B2461

Dean (If Applicable) Panos Hadjimitsos 5/28/2024
DocuSigned by: AA443A91B5DB4EE

Associate Vice President Paul Jensen 5/29/2024
DocuSigned by: B758667861024

Area Vice President Susan Marie Campos 5/30/2024
DocuSigned by: FCYX451F8641495

BUSINESS OFFICE APPROVALS

5-30-24

Grant Accountant: GC

Asst. Director of Finance: SL

Exec. Director of Finance: JK

Exec. Dir. of Bus. Operations: CTR

Entered by: B75866 7861024

VP of Business Services: SL 6/10/24

Budget Transfer Form

Dollar Amount

\$4197.88

From what Budget Account

06 10405003 580600005

Object Code Description

Perkins HCPS Equipment

To what Budget Account

06 10205003 540100210

Perkins B&T 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?

Gianna Colella

Include Attachments: Yes No

Rationale:

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

FY24 equipment purchases have been completed and pricing discounts resulted in lower expenditures than planned, leaving funds available for transfer. This is an allowable transfer under the Perkins guidelines.

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

Additional Perkins Supplies funds will be used to reimburse eligible CTE supplies purchased with institutional funds. This is an allowable transfer under the Perkins guidelines.

Required Signatures

Requestor

DocuSigned by: Anthony Riley 6/24/2024
40FB50185788467

Cost Center Manager

DocuSigned by: Paul Jensen 6/24/2024
815C006BB1974DE

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by: Paul Jensen 6/24/2024
815C006BB1974DE

Area Vice President

DocuSigned by: Susan Campos 6/24/2024
87D9745E0BA044B

BUSINESS OFFICE APPROVALS

6-24-24

Grant Accountant:

gc

Asst. Director of Finance

[Signature]

Exec. Director of Finance:

[Signature]

Exec. Dir. of Bus. Operations:

CR

Entered by: B7598 JB 6.25.24

VP of Business Services:

[Signature] 6/25/24

Budget Transfer Form

Dollar Amount \$22,881.71

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:
Grant line no longer needed in this fiscal year. This is an allowable transfer under the AEL grant in FY24.

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

Funds needed to accommodate the need for increased pre and post-testing requirements due to increased enrollment and new tests required by the ICCB.

Required Signatures

Requestor Gregg Beglau 6/25/2024
DocuSigned by: B86C52C7D05B489

Cost Center Manager Gregg Beglau 6/25/2024
DocuSigned by: B86C52C7D05B489

Associate Dean (If Applicable) _____

Dean (If Applicable) Gregg Beglau 6/25/2024
DocuSigned by: B86C52C7D05B489

Associate Vice President Paul Jensen 6/25/2024
DocuSigned by: B15C00001974DE

Area Vice President Susan Campos 6/25/2024
DocuSigned by: B7D8745E06A0449

BUSINESS OFFICE APPROVALS

Grant Accountant: SZ

Asst. Director of Finance: (SU)

Exec. Director of Finance: NR

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 6/25/24

Entered by: B7603DS 6/26/24

Budget Transfer Form

Dollar Amount \$2038.46

From what Budget Account	<u>06</u> - <u>20905056</u> - <u>530900010</u>	Object Code Description <u>Perkins EC other contractual</u>
To what Budget Account	<u>06</u> - <u>10205003</u> - <u>510100005</u>	<u>Perkins B&T administrative - FT</u>

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? Gianna Colella 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 planned purchases for FT25 have been completed.

Explain specifically why additional funds are needed in the receiving account:
 A personnel change was made during the year resulting in a modification to the budgeted amount.
 This is an allowable transfer under the Perkins guidelines.

Required Signatures

Requestor	<u>Anthony Riley</u> <small>48FB50105708407</small>	<u>6/4/2024</u>
Cost Center Manager	<u>Paul Jensen</u> <small>815C060811074DE</small>	<u>6/4/2024</u>
Associate Dean (If Applicable)	_____	
Dean (If Applicable)	_____	
Associate Vice President	<u>Paul Jensen</u> <small>815C060811074DE</small>	<u>6/4/2024</u>
Area Vice President	<u>Susan Campos</u> <small>87D6745E0106149</small>	<u>6/4/2024</u>

BUSINESS OFFICE APPROVALS

Grant Accountant: _____
 Asst. Director of Finance: _____ *MR*
 Exec. Director of Finance: _____
 Exec. Dir. of Bus. Operations: _____ *CR*
 VP of Business Services: _____ *6/6/24*

Entered by: B7583 73 6/6/24

Budget Transfer Form

Dollar Amount \$2077.01

From what Budget Account 06 20905056 530900010 Object Code Description Perkins EC other contractual

To what Budget Account 06 10205003 510200005 Perkins B&T Prof-Technical - FT

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? Gianna Colella 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 planned purchases for FY25 have been completed.

Explain specifically why additional funds are needed in the receiving account:
 A personnel change was made during the year resulting in a modification to the budgeted amount. This is an allowable transfer under the Perkins guidelines.

Required Signatures

Requestor Anthony Riley 6/4/2024

Cost Center Manager Paul Jensen 6/4/2024

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Paul Jensen 6/4/2024

Area Vice President Susan Campos 6/4/2024

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____ *AK*

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

VP of Business Services: [Signature] 6/6/24

Entered by: B7592 73 6-10-24

Budget Transfer Form

Dollar Amount \$35.43

From what Budget Account 06 20905056 530900010 Object Code Description Perkins EC other contractual

To what Budget Account 06 10405003 510100005 Perkins HCPS administrative - FT

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? Gianna Colella 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 planned purchases for FY25 have been completed.

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

During the year activities occurred which impacted the total salary paid to an individual, resulting in necessary adjustments.
 This is an allowable transfer under the Perkins guidelines.

Required Signatures

Requestor Anthony Riley 6/4/2024

Cost Center Manager Paul Jensen 6/4/2024

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Paul Jensen 6/4/2024

Area Vice President Susan Camps 6/4/2024

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 6/6/24

Entered by: B7590 JB 6-10-24

Budget Transfer Form

Dollar Amount \$1170.26

			Object Code Description
From what Budget Account	06 - 30205007 - 530900010		Perkins CS other contractual
To what Budget Account	06 - 20905056 - 510200005		Perkins EC Professional/Tech - FT

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? Gianna Colella 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 planned purchases for FY25 have been completed

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

During the year, activities occurred which impacted the total salary paid to an individual resulting in necessary adjustments.
This is an allowable transfer under the Perkins guidelines.

Required Signatures

Requestor	<u>Anthony Riley</u> <small>DocuSigned by: 46F850185788407</small>	6/4/2024
Cost Center Manager	<u>Paul Jensen</u> <small>DocuSigned by: 815C0068B1974DE</small>	6/4/2024
Associate Dean (If Applicable)	_____	
Dean (If Applicable)	_____	
Associate Vice President	<u>Paul Jensen</u> <small>DocuSigned by: 815C0068B1974DE</small>	6/4/2024
Area Vice President	<u>Susan Campos</u> <small>DocuSigned by: B7D0745E00A0449</small>	6/4/2024

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 6/4/24

Entered by: B7584 73 6/4/24

Budget Transfer Form

Dollar Amount \$334.05

From what Budget Account 06 - 30205007 - 540100240

Object Code Description
Perkins CS Supplies

To what Budget Account 06 - 20905056 - 510200005

Perkins EC Professional/Tech - FT

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? Gianna Colella

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 purchases for FY25 have been completed.

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

During the year activities occurred which impacted the total salary paid to an individual resulting in necessary adjustments.

This is an allowable transfer under the Perkins guidelines.

Required Signatures

Requestor Anthony Riley 6/4/2024
DocuSigned by: 46FB50185788407

Cost Center Manager Paul Jensen 6/4/2024
DocuSigned by: 815C006B11974DE

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Paul Jensen 6/4/2024
DocuSigned by: 815C006B11974DE

Area Vice President Susan Campos 6/4/2024
DocuSigned by: 87D8745E0BAG449

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature]

Entered by: B7585 B 6/4/24

Budget Transfer Form

Dollar Amount

\$1151

From what Budget Account

06 - 30305024 - 530900010

Object Code Description

PATH other contractual

To what Budget Account

06 - 30305024 - 540600005

PATH publication and dues

Is this a Grant?

Yes No

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

Grant Accountant?

Gianna Colella

Include Attachments: Yes No

Rationale:

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

Shifts in enrollment in some PATH-eligible programs left funds available after planned expenditures. This is an allowable transfer under the PATH guidelines.

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

Additional PATH funds will be used to reimburse supplies purchased for eligible programs. This is an allowable transfer under the PATH guidelines.

Required Signatures

Requestor

DocuSigned by: Anthony Riley 6/25/2024

Cost Center Manager

DocuSigned by: Paul Jensen 6/25/2024

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by: Paul Jensen 6/25/2024

Associate Vice President

DocuSigned by: Paul Jensen 6/25/2024

Area Vice President

DocuSigned by: Susan Campos 6/25/2024

BUSINESS OFFICE APPROVALS

Grant Accountant:

GC 6-26-24

Asst. Director of Finance

7

Exec. Director of Finance:

MP

Excc. Dir. of Bus. Operations:

Entered by: B7606256/26/24

VP of Business Services:

PR 6/26/24

Budget Transfer Form

Dollar Amount

\$2277

From what Budget Account

06 30305024 530900010

Object Code Description

PATH other contractual

To what Budget Account

06 30305024 550100010

PATH meeting expense

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?

Gianna Colella

Include Attachments: Yes No

Rationale:

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

Shifts in enrollment in some PATH-eligible programs left funds available after planned expenditures. This is an allowable transfer under the PATH guidelines.

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

Additional PATH funds will be used to reimburse supplies purchased for eligible programs. This is an allowable transfer under the PATH guidelines.

Required Signatures

Requestor

DocuSigned by: Anthony Riley 6/25/2024

Cost Center Manager

DocuSigned by: Paul Jensen 6/25/2024

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by: Paul Jensen 6/25/2024

Area Vice President

DocuSigned by: Susan Campos 6/25/2024

BUSINESS OFFICE APPROVALS

Grant Accountant: gc 6-26-24

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: RR 6/26/24

Entered by: B7605 DS 6/26/24

Budget Transfer Form

Dollar Amount ~~\$400,000~~ 1818.40

From what Budget Account 06 30305024 530900010 Object Code Description PATH other contractual

To what Budget Account 06 30305024 550200015 Object Code Description PATH clinical mileage

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

Grant Accountant? Gianna Colella 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: Shifts in enrollment in some PATH-eligible programs left funds available after planned expenditures. This is an allowable transfer under the PATH guidelines.

Explain specifically why additional funds are needed in the receiving account: Additional PATH funds will be used to reimburse supplies purchased for eligible programs. This is an allowable transfer under the PATH guidelines.

Required Signatures

Requestor Anthony Riley 6/25/2024

Cost Center Manager Paul Jensen 6/25/2024

Associate Dean (if Applicable)

Dean (if Applicable)

Associate Vice President Paul Jensen 6/25/2024

Area Vice President Susan Campos 6/25/2024

BUSINESS OFFICE APPROVALS

Grant Accountant: gc 6-26-24

Asst. Director of Finance [Signature]

Exec. Director of Finance: [Signature]

Exec. Dir. of Bus. Operations:

VP of Business Services: [Signature] 6/26/24

Entered by: B7604 DS 6/26/24

Budget Transfer Form

Dollar Amount	<u>\$8890</u>	
From what Budget Account	<u>06 30305024 590200000</u>	Object Code Description <u>PATH Student Grants</u>
To what Budget Account	<u>06 30305024 540100210</u>	<u>PATH Instructional Supplies</u>
<p>Is this a Grant? *If you are submitting a grant transfer, the following statement must appear in the Rationale: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> "This is an allowable transfer under the (name of grant) guidelines"</p>		
Grant Accountant?	<u>Gianna Colella</u>	Include Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Shifts in enrollment in some PATH-eligible programs left funds available after planned expenditures. This is an allowable transfer under the PATH guidelines.

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

Additional PATH funds will be used to reimburse supplies purchased for eligible programs. This is an allowable transfer under the PATH guidelines.

Required Signatures

Requestor	<u>DocuSigned by: Anthony Riley</u>	<u>6/24/2024</u>
Cost Center Manager	<u>DocuSigned by: Paul Jensen</u>	<u>6/24/2024</u>
Associate Dean (If Applicable)	_____	
Dean (If Applicable)	_____	
Associate Vice President	<u>DocuSigned by: Paul Jensen</u>	<u>6/24/2024</u>
Area Vice President	<u>DocuSigned by: Susan Campos</u>	<u>6/25/2024</u>

BUSINESS OFFICE APPROVALS

Grant Accountant:	<u>gc 6-25-24</u>	
Asst. Director of Finance	<u>[Signature]</u>	
Exec. Director of Finance:	<u>[Signature]</u>	
Exec. Dir. of Bus. Operations:	<u>[Signature]</u>	Entered by: <u>B7599 73 6-25-24</u>
VP of Business Services:	<u>[Signature] 6/25/24</u>	

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

Meeting of July 16, 2024

ACTION EXHIBIT NO. 17083

SUBJECT: FY 2026 RAMP REPORT

RECOMMENDATION: That the Board of Trustees approve the August 1, 2024 submission of the State of Illinois RAMP report to the ICCB. If any of these proposed projects are approved by the State for development/construction, Triton College will be obligated to provide 25% of the project financing. There are 8 individual projects proposed and the 25% matching amounts vary from \$805,033 to \$28,033,148.

RATIONALE: The RAMP (Resource Allocation and Management Plan) report is a State of Illinois required filing which offers Triton College the opportunity to request state funding for major repair/improvements to college buildings; construction of new buildings, either on campus or satellite locations.

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

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on July 16, 2024 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2026 RAMP Community College Capital Project Request.

- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

PROJECT NAME: Window Replacement – Line Buildings Phase 2

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$926,297</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify) _____	<u>\$</u>
 TOTAL LOCAL MATCH	 <u>\$926,297</u>

Signed _____
Mark R. Stephens, Chairman of the Board of Trustees

Signed _____
Mary-Rita Moore, Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on July 16, 2024 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2026 RAMP Community College Capital Project Request.

- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

PROJECT NAME: Window Replacement Student Resource Buildings

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$805,033</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify) _____	<u>\$</u>
TOTAL LOCAL MATCH	<u>\$805,033</u>

Signed _____
Mark R. Stephens, Chairman of the Board of Trustees

Signed _____
Mary-Rita Moore, Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on July 16, 2024 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2026 RAMP Community College Capital Project Request.

- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

PROJECT NAME: Career Discovery Center Building

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$14,921,307</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify) _____	<u>\$</u>
TOTAL LOCAL MATCH	<u>\$14,921,307</u>

Signed _____
Mark R. Stephens, Chairman of the Board of Trustees

Signed _____
Mary-Rita Moore, Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on July 16, 2024 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2026 RAMP Community College Capital Project Request.

- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

PROJECT NAME: Construction of Physical Plant

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$17,113,440</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify) _____	<u>\$</u>
TOTAL LOCAL MATCH	<u>\$17,113,440</u>

Signed _____
Mark R. Stephens, Chairman of the Board of Trustees

Signed _____
Mary-Rita Moore, Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on July 16, 2024 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2026 RAMP Community College Capital Project Request.

- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

PROJECT NAME: Land Acquisition / Construction of New Health Careers Building

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$11,916,476</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify) _____	<u>\$</u>
TOTAL LOCAL MATCH	<u>\$11,916,476</u>

Signed _____
Mark R. Stephens, Chairman of the Board of Trustees

Signed _____
Mary-Rita Moore, Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on July 16, 2024 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2026 RAMP Community College Capital Project Request.

- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

PROJECT NAME: Cernan Earth & Space Center Expansion

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$867,724</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify) _____	<u>\$</u>
 TOTAL LOCAL MATCH	 <u>\$867,724</u>

Signed _____
Mark R. Stephens, Chairman of the Board of Trustees

Signed _____
Mary-Rita Moore, Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on July 16, 2024 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2026 RAMP Community College Capital Project Request.

- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

PROJECT NAME: Rehabilitation of Potable Water

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$933,276</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify) _____	<u>\$</u>
 TOTAL LOCAL MATCH	 <u>\$933,276</u>

Signed _____
Mark R. Stephens, Chairman of the Board of Trustees

Signed _____
Mary-Rita Moore, Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on July 16, 2024 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2026 RAMP Community College Capital Project Request.

- I certify that the board reviewed and approved the attached programmatic justification, scope of work, and related forms for the project identified below.
- I further certify that board has made a commitment to either use available assets and/or credits, or to make local funds available for the project requested as indicated below, should the project be approved.

PROJECT NAME: Industrial Careers 2nd Floor Addition

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$28,033,148</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify) _____	<u>\$</u>
 TOTAL LOCAL MATCH	 <u>\$28,033,148</u>

Signed _____
Mark R. Stephens, Chairman of the Board of Trustees

Signed _____
Mary-Rita Moore, Chief Executive Officer of the College District

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

Meeting of July 16, 2024

ACTION EXHIBIT NO. 17084

SUBJECT: ENTERPRISE CAR RENTAL

RECOMMENDATION: That the Board of Trustees approve expenditure up to \$50,000 in FY25 to facilitate the rental of autos and vans from Enterprise and National Car Rental companies.

RATIONALE: Enterprise Holding Inc. (d/b/a Enterprise-Rent-A-Car and National Car Rental) provides vehicles for student travel to athletic events, and other off campus academic related activities. Enterprise Holdings, Inc. has been awarded a contract with the Illinois Public Higher Education Cooperative (IPHEC), a cooperative of 13 Illinois universities, that extends the use of their contracts to all public Illinois community colleges. The cooperative goes through a competitive bid process, thereby eliminating the need for Triton College to bid further for this service. This expenditure is allowable per the Illinois Public Community College Act 110 ILCS 805/3-27.1(k), "contracts for goods or services procured from another governmental agency". This Agreement covers all FY25 expenditures with Enterprise Holding, Inc. and Triton 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

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

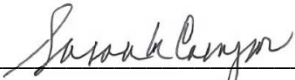
Meeting of July 16, 2024

ACTION EXHIBIT NO. 17085

SUBJECT: AGREEMENT WITH RUSH OAK PARK HOSPITAL

RECOMMENDATION: That the Board of Trustees approve an Affiliation Agreement with Rush Oak Park Hospital. The term of this Agreement shall be for a period of five (5) years from July 16, 2024, to July 15, 2029. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed or terminated, students who are participating in the clinical educational experiences at the time of expiration shall be allowed to complete such assignment under the terms and conditions therein set forth. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Diagnostic Medical Sonography, Emergency Medical Technician, Radiologic Technology, Sterile Processing, Associates Degree Nursing, Respiratory Care, Nursing Assistant, Certified Medical Assistant, and Ophthalmic Technician programs to participate in clinical education experiences at Rush Oak Park Hospital.

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

Board Officers' Signatures Required:

Mark R. Stephens Board Chairman	Tracy Jennings Secretary	Date
--	---	-------------

Related forms requiring Board signature: Yes No



**AFFILIATION AGREEMENT
BETWEEN
RUSH OAK PARK HOSPITAL
AND
TRITON COLLEGE**

THIS AGREEMENT (the “**Agreement**”) is entered into this **16** day of **July, 2024** by and between **Rush Oak Park Hospital**, 520 S Maple Ave Oak Park, IL 60304 (“**the Facility**”) and Community College District 504, commonly known as **Triton College**, River Grove, Illinois (“**the School**”).

WHEREAS, the School desires to utilize various Facility sites (Exhibit A) that may be available for the purpose of providing practical learning and clinical experiences (see Exhibit B for a list of programs and Exhibit C for program-specific requirements) in connection with students of the School.

NOW, THEREFORE, it is understood and agreed upon by the parties hereto as follows:

A. SCHOOL RESPONSIBILITIES:

1. **Provision of foundational curriculum to students.** The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School’s curriculum.

2. **Student professional liability insurance.** Unless otherwise specified in Exhibit C, the School shall maintain, and the School shall provide proof to the Facility of, a professional liability insurance policy of at least Two Million Dollars (\$2,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate; and general liability coverage of at least Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate covering the acts of such student while participating in the program. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the program. The School shall inform students of the requirement to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

3. **Designation of liaison to Facility; communications relating to clinical placements.** The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the educational program will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by email, letter or telephone in other instances.

The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

4. **Evidence of student certifications, vaccinations, etc.** Where applicable, the School shall provide evidence that student has met all requirements of CPR certification, hepatitis B vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB.

5. **Criminal background check and drug screen compliance.** Where applicable, a criminal background check and drug screen, as specified in Exhibit C, and as required by and acceptable to the Facility, are required of each placed student prior to participation in the clinical rotation. It is the participating student's responsibility to ensure that the background check and drug screening have been completed. School shall not place students at a site where results indicate that placement is forbidden by policy.

6. **School notices to students.** The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:

- (a) Follow the administrative policies, standards, and practices of the Facility.
- (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
- (c) Provide his/her own transportation and living arrangements.
- (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
- (e) Conform to the standards and practices established by the School while functioning at the Facility.
- (f) Obtain prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.
- (g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of JCAHO and/or other relevant accrediting or regulatory bodies.

B. FACILITY RESPONSIBILITIES:

1. **Provision of facilities for supervised clinical experiences.** Subject to the provisions of Section C.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures.

2. **Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the

Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.

3. **Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain solely responsible for patient care.

4. **Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.

5. **Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the clinical program. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.

6. **Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.

7. **School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

8. **Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the clinical placement prior to the onset of any clinical rotation.

9. **FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this Agreement.

10. **Facility Insurance.** Facility shall maintain general and professional liability insurance with minimum coverage levels of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the program.

11. **Exclusion.** The Facility shall immediately notify the School in the event that the Facility becomes an excluded individual from any government health care program.

C. OTHER RESPONSIBILITIES:

1. **Compliance with patient privacy laws.** The School agrees to abide by and inform students and faculty of the requirement to abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA) and any subsequent amendments thereto. Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information and as a condition of participation, sign a Student Declaration of Responsibilities and Confidentiality ("Exhibit D"). The parties will notify one another if there are known breaches of this confidentiality.

2. **Determination of instructional period.** The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility in writing at least four weeks prior to the onset of a clinical placement.

3. **Determination of number of participating students.** The number of students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the clinical education program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.

4. **Evaluation of students' clinical experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students. However, the School shall retain sole discretion in the assignment of final grades and academic credit.

5. Removal of students.

(a) The School has the right to remove a student from a clinical education program. The School shall notify the Facility of such removal in writing.

(b) The Facility may immediately remove any student participating in a clinical education program from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions within 24 hours from such event. . If the Facility desires to

remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

D. TERM OF AGREEMENT:

The term of this Agreement shall be for five (5) years, to commence on **July 16, 2024** and terminate on **July 15, 2029** Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term or is terminated mid-term, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

E. ADDITIONAL TERMS:

1. **Stipulations as to liability.** Subject to applicable state law, neither party to this Agreement, nor its trustees, officers, employees, agents or students shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party, or its trustees, officers, employees, agents or students. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

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.

2. **Additional insurance coverage.** Any additional applicable insurance coverage requirements shall be set out by the parties in Exhibit C to this agreement.

3. **Qualifications of School faculty.** The School represents and warrants that relevant faculty members are appropriately certified and/or licensed. The School will provide the Faculty with copies of evidence of certifications or licensures upon written request.

4. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.

5. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the authorized agents of the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the authorized agents of the parties.

6. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

7. Non-Discrimination and Workplace Conduct. The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation, handicap, or any other factor or identity as prohibited by law in the employment, training, participation or promotion of students or personnel engaged in the performance of this Agreement.

Each party certifies that it maintains a written sexual harassment policy and a Drug Free Workplace in compliance with applicable law.

8. Employment status. No assigned student or School faculty member under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such student or faculty member be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.

No participating Facility staff member assigned under this Agreement shall in any way be considered an employee or agent of the School nor shall any such Facility staff member be entitled to any fringe benefits, Worker's Compensation, disability benefits, accrual of tenure, or other rights normally afforded to employees of the School.

9. Notice to Parties. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the School:

Triton College

2000 Fifth Ave

River Grove, IL

Attention: Dean/Health Careers and Public Service Programs

Telephone: (708-779-4712)

With a Copy to:
School's Legal Counsel at:
Winner Law
2344 W Melrose
Chicago IL, 60618

If to Rush Oak Park Hospital:
Rush Oak Park Hospital
520 S Maple Ave
Oak Park, IL 60304
Attention: _____
Facsimile: (____) ____-____
Telephone: (____) ____-____

With a Copy to:
Facility's Legal Counsel at:
Rush University Medical Center
Rush Legal
1700 W. Van Buren Street, Suite TB 301
Chicago, IL 60612
Attention: General Counsel

or to such other addresses as the parties may specify in writing from time to time.

10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof. All disputes shall be resolved in the Circuit Court of Cook County, Illinois.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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

12. No Third-Party Beneficiaries. This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

13. Agreement binding on parties successors and assigns. This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

14. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

14. The parties agree that the performance of work under this Agreement will comply with all applicable federal, state, provincial, and local laws and ordinances and all lawful orders, rules and regulations thereunder.

Signature page follows

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

For and on behalf of:

TRITON COLLEGE
School's Name

RUSH OAK PARK HOSPITAL
Facility Name

School's Signature

Facility Signature

Printed Name: Mark R. Stephens

Printed Name: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

EXHIBIT A
Facility Names and Addresses

Rush Oak Park Hospital
520 S Maple Ave
Oak Park, IL 60304

EXHIBIT B

Programs

Diagnostic Medical Sonography
Emergency Medical Technician
Radiologic Technology
Surgical Technology
Sterile Processing
Associates Degree Nursing
Respiratory Care
Nursing Assistant
Certified Medical Assistant
Ophthalmic Technician

EXHIBIT C

PROGRAM SPECIFIC REQUIREMENTS

Facility: Rush Oak Park Hospital
School: Triton College

Facility requires:

Yes No

- 1. Proof of student professional and general liability insurance (paragraph A.2)
- 2. Proof of comprehensive health insurance (paragraph A.2)
- 3. Verification that students have met requirements for:
(paragraph A.4)
 - a. Current CPR health care provider card
 - b. Hepatitis vaccination
 - c. OSHA compliance for prevention of transmission of blood borne pathogens and TB
 - d. Other _____
- 4. Criminal background check (paragraph A.5)
If yes, type of check _____
- 5. Drug screen (paragraph A.5)
If yes, type of screening _____
- 6. Acceptance of faith-based provision addendum (if included)
- 7. Evidence of relevant faculties' certifications or licensures
(paragraph E.3)
- 8. Additional insurance coverage (paragraph E.2)
If yes, type of insurance and coverage required

- 9. Other _____

School requires:

- 1. Copy of relevant Facility policies (paragraph B.8)
- 2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing
student(s) experiences (paragraph B.6)
- 3. Other: _____

EXHIBIT D
Student Declaration of Responsibilities and Confidentiality

I, _____ am a student enrolled in the _____ Program at _____, (“School”) and will participate in clinical rotations at Rush Oak Park Hospital (the, “Facility”).

I acknowledge and agree to the following:

Responsibilities:

1. Hold all Facility’s information provided to me during participation as confidential
2. Be solely responsible for my own expenses including any expenses associated with medical care received for any injuries or illnesses sustained by me as a direct or indirect result of my participation in the clinical rotations at the Facility.
3. Complete training regarding patient confidentiality and the standard rules and regulations for maintaining and safeguarding patient confidentiality, including training on the Health Insurance Portability and Accountability Act (“HIPAA”) prior to participating at the Facility.
4. Complete a criminal background check and consent to sharing the results with the Facility.
5. Maintain professional liability insurance policy of \$2,000,000 per occurrence with a \$5,000,000 aggregate, through the School, and a comprehensive health insurance policy.
6. Provide proof of immunizations.
7. Obtain prior written approval before publishing any material relative to my clinical rotations at the Facility.
8. Comply with all Facility’s policies, procedures and regulations.

Confidentiality:

I may learn and have access to information relating to Facility, including, but not limited to, information pertaining to Facility’s finances, patients, real estate, data on rental rates, assets, manner of operation, intellectual property, and other business and market information that is confidential and proprietary in nature (hereinafter referred to as "Confidential Information")

1. I will not disclose Confidential Information to any unauthorized individual or entity.
2. I will not review or copy Confidential Information (paper, microfiche/film, computer, or other media) for which I have no authorization. I understand that release of patient information of any kind is dictated by policy. Authorization to review/copy medical records must be pursuant to law and by written consent from a patient or authority.

3. I will not remove Confidential Information from the Facility except as authorized. This includes information that may identify the patient, physician, treatment or diagnostic facility.
4. I will not discuss in any manner, with any unauthorized person, information that would lead to identification of individuals described in confidential files or data. I will ensure confidentiality by using appropriate conduct and discretion when discussing confidential issues, and by discussing issues in discrete and appropriate locations.
5. I understand that as part of my participation in clinical rotations at the Facility, I may be required to use computer systems to perform my job duties. If this is required, I understand that the assigned user ID and password will be a unique code that identifies me on the computer system. All online entries may reference my identity. I will be responsible for all such entries.
6. I will maintain the confidentiality of passwords by not revealing my password to others or attempting to discover other user passwords. If at any time, I believe that the confidentiality of any password is compromised, I will arrange to have the password changed, and will contact the relevant Facility persons.
7. I understand that computer resources are to be used for business purposes only.
8. I will observe all rules and regulations involving unauthorized access and/or unauthorized disclosure of confidential records or data.

Acknowledgement: I have read this statement and had the opportunity to discuss its provisions. I agree to comply with this agreement as part of the terms of my participation at Facility. I understand that failure to comply with this Agreement may lead to corrective action, up to and including termination of my participation at Facility. I have received a copy of this Agreement.

Date:

Student Signature _____

Printed Name of Student _____

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

Meeting of July 16, 2024

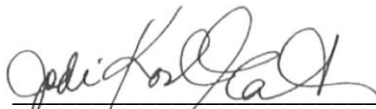
ACTION EXHIBIT NO. 17086

SUBJECT: ILLINET/OCLC SERVICES PROGRAM MEMBER AGREEMENT

RECOMMENDATION: That the Board of Trustees approve the agreement for ILLINET/OCLC Services for Fiscal Year 2025, beginning July 1, 2024 through June 30, 2025 at the cost of \$4,575.12.

RATIONALE: Triton College Library uses the ILLINET/OCLC Services program for online cataloging, electronic record transfer, and creation of Triton College Library's database within the statewide ILLINET Online System.

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



OFFICE OF THE SECRETARY OF STATE

ALEXI GIANNOULIAS • Secretary of State and State Librarian

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

OCLC SYMBOL: IAW

June 13, 2024

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

Dear Ms. Pinc:

The FY2025 ILLINET/OCLC Group Services Program Renewal Agreement for Triton College is included with this letter. To avoid OCLC Service interruption, please obtain the appropriate signature(s) and return the signed agreement by June 30, 2024.

This letter is **not** an invoice. Illinois Heartland Library System, the Illinois State Library's fiscal agent for ILLINET/OCLC Group Services will be sending an invoice to the Triton College in early July. For additional information regarding services and fees, see the document included with this letter. **Do not send payment to the Illinois State Library.**

You may contact Shirley Paden at spaden@illinoisheartland.org for account information and payment options. Online account access will be available at <https://www.illinetoclc.info/>

FY2025 ILLINET/OCLC Group Services Fee: \$4,575.12
IAW - Triton College - Library

To confirm and renew membership in FY2025 ILLINET/OCLC Group Services, Triton College must return the signed agreement. If the library will **not** be renewing in FY2025, please send written notice to oclc1@ilsos.gov and include the name of the institution and OCLC Symbol.

Return the signed agreement by June 30, 2024, to oclc1@ilsos.gov or FAX 217-782-6062 or mail to the Illinois State Library at the address listed above. A fully executed agreement will be returned to you for your files.

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

Sincerely,

A handwritten signature in black ink that reads "Greg McCormick".

Greg McCormick, Director
Illinois State Library

Enclosures
GM:jlh

**ILLINET/OCLC GROUP SERVICES PROGRAM
MEMBER AGREEMENT
FISCAL YEAR 2025**

OCLC Symbol: IAW

This Agreement is entered into between the Office of the Secretary of State, Illinois State Library (ISL) and **TRITON COLLEGE - Library**, hereinafter referred to as the **SECOND PARTY**.

WHEREAS, the Office of the Secretary of State, Illinois State Library is a State agency created by statute (20 ILCS 605, *et seq.*);

WHEREAS, ISL has entered into an Agreement effective July 1, 2024, with OCLC ONLINE COMPUTER LIBRARY CENTER, INC., a not-for-profit corporation, organized and existing under the laws of the State of Ohio, hereinafter referred to as OCLC, operator of a computer-assisted and electronic telecommunications accessed bibliographic and library processes database, to distribute the products and services of this database within the State of Illinois, and;

WHEREAS the **SECOND PARTY** wishes to use the services available from OCLC pursuant to the Agreement between the ISL and OCLC;

WHEREAS both ISL and the **SECOND PARTY** seek to enter into an agreement whereby the **SECOND PARTY** will receive the services negotiated by ISL from OCLC.

1. **ILLINOIS STATE LIBRARY Responsibilities.** ISL agrees to:
 - a. Represent the **SECOND PARTY** with the OCLC Board of Trustees, Administration, and Operations Staff relative to the delivery and expansion of OCLC services to Illinois libraries and in contract negotiations.
 - b. Provide information concerning OCLC policy and OCLC database usage and services to the **SECOND PARTY**.
 - c. Provide to the **SECOND PARTY** access to OCLC services pursuant to the existing Agreement between ISL and OCLC.
 - d. Provide monthly or on-demand reports of database use to the **SECOND PARTY**.

SECOND PARTY Responsibilities. The **SECOND PARTY** agrees to use the resources at their disposal for and in consideration of the mutual undertakings to provide the following services:

- e. Attach current library holdings to the bibliographic records in WorldCat® to keep holdings up to date no less often than semi-annually.
 - f. Review Request Manager of the WorldShare Interlibrary Loan Service and respond to all requests within three working days and will respond favorably to a request under the provisions of the Illinois Interlibrary Loan Code.
 - g. Pay all financial obligations for services and products obtained from OCLC pursuant to this Agreement.
2. **Term.** This Agreement shall commence on July 1, 2024, and, unless otherwise terminated, shall continue through June 30, 2025. The Agreement may be extended by mutual written consent of the parties.
3. **Conditions.**
 - a. The **SECOND PARTY** will pay the Illinois Heartland Library System, herein after referred to as **DESIGNEE**, charges for OCLC Services.
 - b. The annual Group Services Subscription fee for the period July 1, 2024 – June 30, 2025, is **\$4,575.12**. Billing for products and services not specified in the Group Services Subscription fee shall be billed monthly by the Illinois Heartland Library System as charges are incurred. Those fees shall be at the price specified by OCLC and will be made available to libraries.
 - c. If payment has not been received by the fifteenth day of the month in which an amount becomes sixty (60) days past due, or at any time thereafter if the payment has not been received, ISL or its **DESIGNEE** may suspend services at its option upon giving to the **SECOND PARTY** fifteen (15) days written notice.
 - d. If services under this Agreement are suspended, they shall not be restored until all outstanding charges have been paid in full and the **SECOND PARTY** has demonstrated both the ability and the intention to keep its account current in the future.
 - e. If the **SECOND PARTY** fails to pay any bill so that ISL or its **DESIGNEE** has not received the payment within one hundred eighty (180) days of the original billing date, services provided under this Agreement shall be terminated without further notice to the **SECOND PARTY**.
 - f. If services are terminated by reason of late payment, non-payment, or other substantial non-compliance with this Agreement on the part of the **SECOND PARTY** as determined by ISL, then the **SECOND PARTY** shall reimburse the **DESIGNEE** for all costs incurred in terminating services.
 - g. If services under this Agreement are terminated, for any reason, the services shall not be restored under this Agreement, and this Agreement cannot be renewed or extended, and services can only be restored through the creation of a new Agreement.
 - h. It is agreed that OCLC is a third-party beneficiary of the forgoing provisions and is entitled to seek enforcement thereof in its own name.
4. **Liability.** The Secretary of State and ISL shall not be liable under or by reason of this Agreement for the payment of any compensation, award, or damages in connection with the **SECOND PARTY** performing its obligations under this Agreement or for injury or damages occurring to any of the **SECOND PARTY'S** employees as the result of any acts, omissions, negligence, or otherwise while in the process of performing the obligations required by this Agreement or in connection with any other employer-employee relationship between the **SECOND PARTY** and its subcontractors or employees.

- 5. **Warranties.** Neither ISL nor OCLC makes any express or implied representations or warranties with respect to the OCLC system, the OCLC WorldCat® Database nor any processes, products or services now or hereafter provided in this Agreement or future Agreements. All other warranties, including the WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE ARE HEREBY DISCLAIMED. ISL and OCLC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE FORM OF ACTION, NOR SHALL IT BE LIABLE FOR EXEMPLARY DAMAGES OR LOST REVENUES. If the exclusivity or limitation of liability or remedy set forth above is held to be unenforceable for any reason, then OCLC's total liability to ISL or the SECOND PARTY in respect of any claim, regardless of the form of action, shall be determined by the Illinois Court of Claims.
- 6. **Independent Contractor Status.** Each party hereto is an independent contractor with respect to the other, and no franchise or agency relationship between the parties is intended. Neither party shall have the right or the authority to commit or bind the other to any contract or financial obligation except as specifically authorized in writing.
- 7. **Applicable Law.** This Agreement is governed in all respects by the laws of the State of Illinois. Both parties certify that they shall comply with all applicable provisions of Federal, State, and local law in the performance of their obligations pursuant to this Agreement.
- 8. **Severability.** The invalidity of any provision, term, or condition of this Agreement for any reason shall not render any other provision, term, or condition of this Agreement invalid or unenforceable.
- 9. **Recitals.** Each of the Parties represents and warrants to each other that the recitals set forth above are true and correct in substance and fact, as each such recital relates to each party, and are incorporated as an integral part of this Agreement.
- 10. **Assignment.** This Agreement may not be assigned by the SECOND PARTY, in whole or in part, without the express, prior, written consent of ISL.
- 11. **Attachments.** It is acknowledged by the SECOND PARTY that OCLC's WorldShare Metadata/OCLC Cataloging. Group Catalog and WorldShare Interlibrary Loan Services (ILL) are attached and incorporated fully herein.
- 12. **Modification.** This Agreement is the final, complete, and exclusive statement of the Agreement of the parties hereto. No provision of the Agreement may be changed, modified, or supplemented except in writing signed by both parties hereto, unless otherwise provided herein.
- 13. **Complete Agreement.** This Agreement, with the above described attachments, as written, is the full and complete agreement between the Parties and there are no oral agreements or understandings between the Parties other than what has been reduced to writing herein.

Approval:

TRITON COLLEGE
LIBRARY

ILLINOIS STATE LIBRARY

Mark R. Stephens, Board Chairman (Date)

Greg McCormick, Director (Date)

(Date)

(Second line is provided for institutions that require two signatures)

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

Please return the signed agreement by June 30, 2024, to oclc1@ilsos.gov; or 217-782-1877 (FAX); or mail to the Illinois State Library, Gwendolyn Brooks Building, 300 South Second Street, Springfield, Illinois 62701-1796
An electronic version of a fully executed agreement will be returned to you within one month

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

Meeting of July 16, 2024

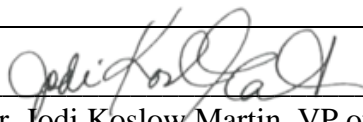
ACTION EXHIBIT NO. 17087

SUBJECT: ACT WORKKEYS SERVICES RENEWAL

RECOMMENDATION: That the Board of Trustees approve a renewal Agreement with ACT WorkKeys Testing Program. Costs associated with ACT WorkKeys are paid for by the institution and are offset by test administration fees paid to the college by test candidates. In the current Agreement, ACT charges Triton \$13.00 for most WorkKeys exam titles and Triton currently charges test candidates a \$27.00 administration fee for those titles, resulting in revenue for the college. The new Agreement would remain in effect through August 31, 2027. Either party may cancel this Agreement with a 30-day written notice to the other party. The ACT WorkKeys expenditure for FY24 was approximately \$6,833 and expected expenditures are projected to be approximately \$7,000 for each upcoming fiscal year of this Agreement, for a total of approximately \$21,000.

RATIONALE: Triton College will use the ACT WorkKeys Testing Program to administer ACT WorkKeys assessments to students and community members. WorkKeys is a series of exams used to measure skills for various job-related proficiencies and requirements, including the Illinois State Board of Education's Paraprofessional Licensure and the National Career Readiness Certificate.

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

ACT[®] WorkKeys[®] Testing Program Terms and Conditions

THESE TERMS AND CONDITIONS GOVERN YOUR USE OF ACT ASSESSMENTS AND SERVICES. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS AND CONDITIONS. BY CLICKING THE “ENROLL” BOX YOU ARE AGREEING THAT THESE TERMS WILL APPLY TO YOUR ACCESS OR USE OF ACT ASSESSMENTS AND SERVICES. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT CLICK ENROLL OR ORDER ACT ASSESSMENTS AND SERVICES.

These terms and conditions are a binding legal Agreement (“Agreement”) between Impact Asset Corp. (“ACT”), a Delaware corporation and wholly owned indirect subsidiary of Gateway Impact Corp., a Delaware public benefit corporation, having a principal place of business at 500 ACT Drive, Iowa City, IA 52243 and you, the Customer (“Customer”) enrolling, placing an order, and using the ACT assessments and services including test administration, and score reporting services for the ACT WorkKeys assessment (as applicable, “Assessments” and “Services”).

1. **ACT WorkKeys Testing Program.** ACT will support Customer in administering ACT WorkKeys assessments to its eligible examinees. Under this Agreement, “ACT WorkKeys” is used to refer to online and/or paper-based assessments that include Graphic Literacy, Applied Math, and Workplace Documents (“Qualifying Assessments”) available in English and Spanish, for which an eligible examinee may earn a National Career Readiness Certificate (“NCRC”) credential upon successfully meeting the NCRC requirements determined by ACT. ACT also provides access to additional assessments including Applied Technology, Business Writing, Workplace Observation, Fit, Talent, and WorkKeys Essential Skills. This Agreement governs Customer-sponsored ACT WorkKeys assessment administration and delivery of all ACT WorkKeys data and reports. After earning the ACT NCRC, examinees may receive a digital credential via email from ACT’s service provider, which the examinee may choose to share with third parties via an account established with the service provider. Examinees may also set up an online account at myworkkeys.com that enables employers to verify examinees’ credentials. The WorkKeys Testing Program (“Program”) and all assessments and services are further detailed on the following website:

<https://www.act.org/content/act/en/products-and-services/act-workkeys/act-workkeys-assessments.html>

2. **Term:** This Agreement shall commence on the date Customer enrolls and accepts these terms and conditions for the Assessments and Services and shall remain in effect through August 31, 2027 (“Term”). To the extent Customer is receiving the Assessments and Services as part of a special program sponsored by a state agency or a contract between ACT and a state agency (“Agency Contract”), the Term of this Agreement will expire upon termination of the Agency Contract.

3. **Services to be Provided:** The Assessments and Services will be provided pursuant to ACT’s standard delivery specifications and requirements, as indicated herein.

4. **Fees and Invoicing.**

1. **Customer Enrollment Determination:** ACT will charge Customer the applicable unit price for the Assessments and Services provided in the applicable year, pursuant to the table below. If Customer is an entity organized under the laws of a State government agency, the “Education or Government Entity” unit rate shall apply. If Customer is a for profit or non-profit business entity, the “Business Entity” unit rate shall apply. To the extent Customer’s enrollment form included an inaccurate representation regarding Customer’s entity type, ACT reserves the right to request evidence of Customer’s entity type, and otherwise charge Customer the applicable unit rate for the accurate entity type.
2. **Fee Calculation:** Customer will be charged fees owed by Customer for the Assessments and Services provided equal to applicable unit rates for the total number of paper Assessments scored plus the applicable unit rates for the total number of online Assessments launched by Customer’s examinees during the prior month. Customer will be charged for each online Assessment launched if an examinee starts an Assessment regardless of whether the Assessment is completed in full. Any additional or optional Services requested by Customer will be invoiced by ACT at the rates set forth in the table below. The table includes ACT’s unit rates and fees applicable

through August 31, 2027. To the extent Customer continues using the Assessments and Services after August 31, 2027, ACT will charge Customer, based on their entity type, according to the unit rates in effect as of the date the fee is incurred. ACT may revise its fee schedule annually after the below unit rates expire.

3. **Agency Contract:** To the extent Customer is receiving the Assessments and Services pursuant to an Agency Contract, the applicable prices and pricing terms set forth in the Agency Contract and provided in Customer's enrollment confirmation email shall apply to Customer. For example, the unit rates, effective dates for the unit rates, and other pricing terms of the applicable Agency Contract, shall apply to Customer rather than the table below. Please refer to your applicable Agency Contract and enrollment confirmation email for applicable pricing terms.

ACT WorkKeys Assessments and Service Options	Educational or Government Entity Unit Rate								Business Entity Unit Rate							
	9/1/2023 to 8/31/2024		9/1/2024 to 8/31/2025		9/1/2025 to 8/31/2026		9/1/2026 to 8/31/2027		9/1/2023 to 8/31/2024		9/1/2024 to 8/31/2025		9/1/2025 to 8/31/2026		9/1/2026 to 8/31/2027	
	Online	Paper	Online	Paper	Online	Paper	Online	Paper	Online	Paper	Online	Paper	Online	Paper	Online	Paper
Applied Math*	\$13.00	\$13.50	\$13.50	\$14.50	\$13.50	\$14.50	\$13.75	\$15.00	\$21.00	\$21.50	\$21.50	\$22.50	\$21.50	\$22.50	\$21.75	\$23
Graphic Literacy*	\$13.00	\$13.50	\$13.50	\$14.50	\$13.50	\$14.50	\$13.75	\$15.00	\$21.00	\$21.50	\$21.50	\$22.50	\$21.50	\$22.50	\$21.75	\$23
Workplace Documents*	\$13.00	\$13.50	\$13.50	\$14.50	\$13.50	\$14.50	\$13.75	\$15.00	\$21.00	\$21.50	\$21.50	\$22.50	\$21.50	\$22.50	\$21.75	\$23
Fit (Online Only)	\$13.00	N/A	\$13.50	N/A	\$13.50	N/A	\$13.75	N/A	\$21.00	N/A	\$21.50	N/A	\$21.50	N/A	\$21.75	N/A
Talent (Online Only)	\$13.00	N/A	\$13.50	N/A	\$13.50	N/A	\$13.75	N/A	\$21.00	N/A	\$21.50	N/A	\$21.50	N/A	\$21.75	N/A
Applied Technology	\$13.00	\$13.50	\$13.50	\$14.50	\$13.50	\$14.50	\$13.75	\$15.00	\$21.00	\$21.50	\$21.50	\$22.50	\$21.50	\$22.50	\$21.75	\$23
WorkKeys Essential Skills (Online Only)	\$13.00	N/A	\$13.50	N/A	\$13.50	N/A	\$13.75	N/A	\$21.00	N/A	\$21.50	N/A	\$21.50	N/A	\$21.75	N/A
Business Writing (Online Only)	\$21.00	N/A	\$21.50	N/A	\$21.50	N/A	\$21.75	N/A	\$29.00	N/A	\$29.50	N/A	\$29.50	N/A	\$29.75	N/A
Workplace Observation (Online Only)	\$21.00	N/A	\$21.50	N/A	\$21.50	N/A	\$21.75	N/A	\$29.00	N/A	\$29.50	N/A	\$29.50	N/A	\$29.75	N/A
Local Scan - Annual License Fee (Payable at the start of the annual Contract Year)	\$1,950.00 per site (effective 9/1/2023 – 8/31/2024) \$2,100.00 per site (effective 9/1/2024 – 8/31/2027)															
Certificates Printed by ACT (price per certificate)	\$6.50 (effective 9/1/2023 – 8/31/2024) \$7.00 (effective 9/1/2024 – 8/31/2026) \$7.50 (effective 9/1/2026 – 8/31/2027)															
Certificate(s) Mailed to Authorized Customer Locations by ACT (Price per Mailing per Authorized Customer Location)	\$18.50 (effective 9/1/2023 – 8/31/2024) \$19.00 (effective 9/1/2024 – 8/31/2027)															
Customer Requested Database/System	\$100.00 per Hour															

*Indicates an assessment required for an examinee to receive a NCRC.

5. Payment Terms: Customer agrees to pay ACT the amounts set forth herein for the delivery of the Assessments and Services. Customer shall make all payments within thirty (30) days of receipt of an invoice from ACT. Customer will pay a service fee of one percent (1%) per month or the maximum rate allowed by law, whichever is less, on any fees not paid when due under this Agreement. All invoices shall be sent to the billing address provided by Customer. Customer shall be responsible for any sales, use, or other taxes due as a result of any fees paid to ACT under this Agreement, unless Customer is exempt from tax as evidenced by a valid tax exemption certificate provided to ACT. Customer shall promptly provide ACT with Customer-required purchase order, as applicable, prior to the scheduled delivery of Assessments and Services. ACT reserves the right to discontinue access to the electronic systems for Assessments and Services if payments are delinquent. ACT has no obligation to re-issue invoices, provide credits, or issue refunds.

6. Grant and Scope of License. Subject to the terms and conditions of this Agreement, ACT hereby grants to Customer a revocable, non-exclusive, and non-transferable license during the Term to (a) access the Assessments and Services for the purpose of assessing the eligible examinees, (b) administer the Assessments to the eligible examinees, (c) resell the Assessments to eligible examinees, and (d) use the ACT materials presented to Customer by ACT pursuant to this Agreement, including but not limited to Assessments and Services and other materials as described herein (the "ACT Materials") in connection with the authorized administration of the Assessments and Services. Customer may administer the Assessments at Customer-authorized schools, campuses, facilities, or training or administrative locations ("Authorized Customer Locations") or other sites of its own choosing that provide for a proper assessment environment (as set forth in administration manuals provided by ACT), provided that the ACT Materials are stored and secured at the Authorized Customer Location(s) when they are not being administered, and provided that Customer abides by the terms and conditions set forth in this Agreement. ACT must receive any applicable site participation list (listing Authorized Customer Locations) before testing can occur at Customer's Authorized Customer Locations.

7. Ownership of Materials: ACT owns or has license for the Assessments and Services, including but not limited to, the skill definitions on which assessments are based; paper-based or online assessment documents, paper-based or online testing materials; test questions, answer choice; administration and registration materials; publications; data; text, images, graphics, button icons, illustrations, graphics, photographs, audio clips, music, sounds, pictures, videos; software, code; look-and-feel, design, layout, organization, presentation, user interface, navigation, trade dress, and stylistic convention thereof or contained therein; the score resulting from an assessment; reports; documentation; training materials, course materials; related materials; and all intellectual property rights therein, including any and all derivatives or modifications thereof (collectively included within "ACT Materials"). ACT owns copyrights in the ACT Materials. The ACT Materials are licensed on a limited, revocable, non-exclusive and non-sublicensable manner, not sold to Customer. Except as expressly granted in this Agreement, Customer does not acquire any right, title, or interest in or to the ACT Materials. Customer shall not and shall not assist or permit any third party to (a) use the ACT Materials for any purpose other than as expressly permitted, (b) assign, license, sell, loan, lease, or otherwise transfer the ACT Materials in whole or in part, (c) authorize or allow a third party to use, sell, loan or lease the ACT Materials, (d) copy, reproduce, distribute, email, post, scan, make available, display publicly, transfer, sell, modify, enhance, reverse engineer, decompile, disassemble, make derivative works from, remove information from or make any addition to the ACT Materials, in whole or in part, or allow anyone else to do so, except as permitted in writing by ACT, (e) seek to register or protect, anywhere in the world, the ACT Materials (or seek to register or protect any designation confusingly similar to the ACT Materials), (f) challenge ACT's ownership in or the validity of the ACT Materials, or (g) modify, reverse engineer, decompile, or disassemble any ACT online system. Customer shall promptly notify ACT, in writing, of any known, threatened, or suspected infringement or unauthorized use of the ACT Materials by any third party. Customer's rights to the ACT Materials expressly terminate upon the termination of this Agreement. Customer may not sell, provide access to, or otherwise transfer the ACT Materials to any other person, provided however that Customer may provide the Assessments and Services to its designated personnel, Authorized Customer Locations, and examinees solely for testing and interpretation purposes consistent with the terms of this Agreement and any related agreement for the use of the Assessments and Services.

8. Trademarks. ACT owns trademarks including, but not limited to, "ACT," "WorkKeys," "NCRC," "National Career Readiness Certificate," and the certification marks, "Platinum," "Gold," "Silver" and "Bronze" (collectively the "Trademarks.") Except as specifically granted in this Agreement, Customer does not acquire any right, title, or interest in or to the Trademarks. The Trademarks may not be used without ACT's prior written consent, and any authorized use of the Trademarks shall be governed by ACT's Trademark Use Guidelines.

9. Confidentiality: Customer agrees that neither it nor its employees, representatives, or agents shall at any time during or following the Term of the Agreement, either directly or indirectly, publish, display or otherwise disclose to any person, organization, or entity in any manner whatsoever any ACT Materials, except as strictly necessary for Customer to use the ACT Materials as part of the Assessments and Services provided hereunder. Customer shall protect the ACT Materials in accordance with ACT's policies and procedures and using a standard of care appropriate for secure test materials, but in no event less than a reasonable standard of care. All ACT Materials are and remain the property of ACT notwithstanding the subsequent termination of this Agreement. Customer shall not store and must return any unused ACT Materials (and all copies, if any) as directed by ACT and in accordance with ACT's policies and procedures. In the event Customer receives a Freedom of Information Act, public record, or open record request for any confidential information covered by this Agreement, Customer agrees to immediately notify ACT of such request in writing. Customer shall immediately notify ACT in writing in the event of any unauthorized use or disclosure of the ACT Materials and assist in remedying such unauthorized use or disclosure, as requested by ACT (which shall not limit other remedies of ACT as provided in this Agreement or by applicable law). Customer acknowledges and agrees that damages may not be adequate to compensate for the breach of this section and accordingly, Customer agrees that, in addition to any and all other remedies available, ACT is entitled to obtain relief by way of a temporary or permanent injunction to enforce the obligations described in this section.

10. U.S. Government Licenses. The online components of the Assessments, Products, and Services are "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Assessments, Products, and Services with only those rights set forth herein.

11. Testing Procedures: All Customer-sponsored WorkKeys test administrators are required to comply with ACT test administration requirements and shall complete a training program in preparation for test center operations. ACT provides online training at no additional cost to Customer. Detailed requirements for WorkKeys test administration, including administration manuals, users guides, and quick start guides are available at: <https://www.act.org/content/act/en/products-and-services/act-workkeys/act-workkeys-assessments/administrat>. Customer and its Authorized Customer Locations agree to administer the Assessments in accordance with all policies and procedures established by ACT, as may be updated from time to time. Customer agrees to store ACT Materials in secure location(s) defined and described by ACT. Customer agrees that all used and unused ACT Materials (and copies, if any) will be returned to ACT, in accordance with the policies and procedures established by ACT. In the event of a test security incident or use of the ACT Materials that conflicts with the requirements of this Agreement or ACT policies and procedures, Customer and its Authorized Customer Locations agree to fully cooperate with ACT, and shall cause those individuals involved in the preparation, administration, or the return of the Assessments to fully cooperate with ACT. In the event ACT identifies testing irregularities, which may include but are not limited to the use of a compromised test form, falsification by an examinee of their identity, impersonation of another examinee (surrogate testing), unusual similarities in the answers of examinees at the same test center, or other indicators that the test scores may not accurately reflect the examinee's level of educational development, ACT reserves the right, in its sole and absolute discretion, to cancel all related or impacted test scores and notify Customer of that cancellation.

12. WorkKeys Online Testing Realm. ACT will establish a testing realm in the testing platform for new customers and their Authorized Customer Locations. Any returning customer must use its previously established testing realm for online administration of WorkKeys assessments under this Agreement. ACT is unable to move testing data if the incorrect testing realm is chosen.

13. Computer Requirements, Compatible Platforms and Hardware, and System Maintenance. ACT will provide

Customer with computer configuration and other requirements as applicable. Customer acknowledges and agrees that the computer configuration requirements are required to properly access and use the Assessments and Services and that ACT shall have no liability for matters relating to the failure to comply with these computer requirements. ACT may, in its sole discretion, revise these configuration requirements from time to time. Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software, network configurations, and other items required to use and access Assessments and Services. ACT is not responsible for any incompatibility between Assessments and Services and any versions of operating systems, hardware, browsers, inadequate network configurations, or other products not specifically approved by ACT for Customer's use with the Assessments and Services. Customer's use of outdated versions of ACT WorkKeys shall be deemed a default of this Agreement. The Assessments and Services are subject to recurring maintenance windows, and occasionally unscheduled maintenance, during which servers may be taken offline. ACT shall not be responsible for any damages or costs incurred by Customer, if any, for such downtime. ACT may charge a fee for new or optional services made available through the online assessment system, subject to written agreement of Customer.

14. Username and Passwords. Each of Customer's eligible examinees who has provided ACT a valid email address in accordance with ACT's instructions will receive an email from ACT providing them with their individual username and password. Access to the Assessments and/or Services shall be granted to only those Customer and Authorized Customer Location staff and examinees that have been authorized to use the Assessments and/or Services by Customer. Staff and examinees may not share with or otherwise divulge their password to any other person. Access to the online platform is personal to the individual authorized staff member or examinee. Customer and Authorized Customer Location staff accessing the online platforms must log in using an email address having a domain affiliated with Customer or Authorized Customer Location and may not impersonate any person or entity or falsely state or otherwise misrepresent to ACT their identity or affiliation with a person or entity.

15. Use of Third Parties. In the event Assessments and Services are administered by a third party on behalf of Customer ("Third Party"), Customer enters into this Agreement on its own behalf and on behalf of the Third Party. Customer represents and warrants that it has the authority to bind the Third Party to this Agreement and that such Third Party is hereby bound by the terms and conditions of this Agreement as if it were Customer. Customer agrees that it shall be jointly and severally liable for all obligations of the Third Party.

16. Local Scan. To the extent Customer orders Local Scan services, ACT will provide software to enable Customer to scan completed paper answer documents into the online reports portal, from which Customer can generate examinee score reports.

17. RegiSTAR. RegiSTAR is an online system provided by ACT at no additional charge, to issue, report on and manage NCRC certificates for applicable examinees at their Authorized Customer Location(s). ACT will establish and provide to Customer a RegiSTAR account containing assessment and certificate information regarding the performance of eligible examinees on the Qualifying Assessments. Subject to any applicable privacy restrictions, Customer will retrieve an electronic file containing the login names of the eligible examinees and their related passwords which will allow such examinees to release their certificate information electronically. ACT requires that certain identifying information for the eligible examinee match and be included on all Qualifying Assessment records before those records may form the basis for issuance of an NCRC. This process is important to ensure that Qualifying Assessment scores are attributed to the correct examinee. If multiple test administrations are considered, the information must be identical on all records in the identification match fields. The five critical fields are: First Name; Last Name; Month of Birth; Day of Birth; Examinee ID.

18. NCRC Details. NCRC certificates will only be issued if the Qualifying Assessments used by an eligible examinee to achieve a NCRC Credential Level were administered to that eligible examinee under a proctored, secure environment. ACT reserves the sole right to change the ACT WorkKeys National Career Readiness Certificate requirements, content, data elements, and/or the "look and feel" of the certificate in its sole discretion, at any time. The Credential Level (Platinum, Gold, Silver, or Bronze) will be displayed on the certificate. The certificate will contain the ACT WorkKeys National Career Readiness Certificate registration number and issue date on the face of the certificate.

19. Certificate Sweep and Printing. A sweep, or data sweep, is the process wherein test score data is collected. In RegiSTAR, sweeps are scheduled and occur automatically. Data collected during sweeps is stored in the RegiSTAR system and is used in the creation of NCRCs. Any sweep for certificates pursuant to this Agreement will include information for all eligible examinees who tested at the Authorized Customer Location(s) authorized by Customer that are part of the account created for Customer, during the term of this Agreement. Customer may print certificates. If Customer requests ACT to print certificates for additional fees, ACT will print and ship the certificates to the address(es) provided by Customer.

20. Data: The parties acknowledge and agree that ACT may use and disclose the data collected from the administration of the Assessments and Services as set forth in ACT's Privacy Policy available at www.act.org/privacy, as amended from time to time. To the extent Customer is receiving Assessments and Services as part of Customer's participation under an Agency Contract, Customer authorizes ACT to share NCRC and WorkKeys assessment data of Customer's examinees with the State Agency. ACT also provides additional optional services for the benefit of the examinee, including a certificate sharing service. An examinee may choose to share their WorkKeys Assessment results or NCRC certificate with third party entities (such as employers or colleges) through an online account maintained by ACT or its service providers. Examinees may activate their online account after completion of the testing process and select their data privacy preferences in such account. ACT will honor the data sharing and privacy requests of such examinee.

21. Limitation on Damages: ACT'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT CUSTOMER HAS PAID ACT DURING EACH ANNUAL TERM. IN NO EVENT SHALL ACT BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

22. Warranty and Limitations: EXCEPT FOR WARRANTIES EXPRESSLY SET FORTH HEREIN, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES REGARDING UPTIME, AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE. CUSTOMER SHALL HAVE THE SOLE RESPONSIBILITY FOR ASSURING THAT ITS USE OF THE ASSESSMENTS AND SERVICES COMPLIES WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AND ALL LABOR, EMPLOYEE, OR OTHER CONTRACTS OR PRACTICES TO WHICH IT IS A PARTY.

23. Termination and Cancellation: Either party may terminate this Agreement upon written notice to the other party in the event that other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. Customer shall pay ACT for all Assessments and Services delivered through the date of termination. Upon termination of this Agreement for any reason, Customer shall immediately discontinue use of the ACT Materials and shall immediately return all copies of the ACT Materials in its possession. Upon the expiration or termination of this Agreement, the obligations set forth in the following provisions of the Agreement shall survive: Payment, Ownership of Materials, Confidentiality, Testing Procedures, Data, Limitation on Damages and Warranty and Limitations.

24. Force Majeure: ACT shall not be liable to Customer for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control, including, without limitation, the actions of Customer, national emergencies, fire, flood, inclement weather, pandemics or epidemics, or catastrophe; acts of God, governmental authorities, or parties not under the control of ACT; insurrection, war, riots; or failure of transportation, communication, or power supply. ACT shall exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure and its adverse consequences; provided, however, that should any such delay or failure continue for more than sixty (60) days, this Agreement may be terminated by either party upon notice to the other.

25. Assignment: This Agreement may not be assigned by Customer without the express prior written consent of ACT. No permitted assignment shall relieve Customer of its obligations under the Agreement.

26. Relationship of the Parties: The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.

27. No Third-Party Beneficiaries: The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of the parties based upon this Agreement.

28. Severability; Headings; Governing Law: Should any provision of this Agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect. Headings used in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be governed by the laws of the State of Iowa.

29. Entire Agreement: This Agreement, including Customer enrollment form, constitutes the entire agreement between the parties with respect to the Assessments and Services, as applicable, and supersedes all other prior agreements and understandings, both written and oral. The terms and conditions contained in this Agreement are the only conditions applying to the delivery of the Assessments and Services. Except as may be incorporated in this Agreement, ACT expressly objects to and rejects any different or additional terms included in any request for proposal, quotation, purchase order, acknowledgment form, or other documents provided by Customer that purport to bind the parties. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties.

30. Notices: Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; or (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier. All notices shall be sent to ACT at the following address: ACT, 500 ACT Drive, P.O. Box 168, Iowa City, Iowa 52243-0168, Attention: General Counsel. All notices to Customer shall be sent to the address provided by Customer in the enrollment form.

31. Customer Authorization: Customer's named representative placing this order, and agreeing to the terms and conditions, represents and warrants (a) it has the requisite authority to enter into this Agreement; and (b) the individual(s) signing this Agreement on behalf of such party is (are) authorized to do so.

THESE TERMS AND CONDITIONS GOVERN YOUR USE OF ACT SERVICES. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE TERMS. BY CLICKING THE "ENROLL" BOX YOU ARE AGREEING THAT THESE TERMS WILL APPLY TO YOUR ACCESS OR USE OF ACT ASSESSMENTS AND SERVICES. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, DO NOT CLICK ENROLL OR ORDER ACT ASSESSMENTS AND SERVICES, AND DO NOT USE THE SERVICE.