



**Regular Meeting of the  
Board of Trustees**

**Agenda**

**Tuesday, September 24, 2024**

- I. CALL TO ORDER** September 24, 2024 at 6:30 p.m.  
Boardroom, A-300
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LXI**  
Minutes of the Regular Board Meeting of August 27, 2024, No. 3
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
  - A. Academic Affairs/Student Affairs
  - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
  - A. Action Exhibits
    - 17101 Approval of FY 2024 Audit
    - 17102 Certification of Per Capita Cost FY 2025
    - 17103 Approval of FY 2025 Annual Budget
    - 17104 FY 2025 Student Activities Budget and Expenditures
    - 17105 Facilities Rental Fee Changes
    - 17106 Intergovernmental Safety and Security Agreements with Local School Districts
    - 17107 Five-Year AT&T HD Video Broadcast Services Agreement

- 17108 Certificate of Final Completion and Authorization of Final Payment for the Chiller Replacements – Buildings F & G
- 17109 Subscription to Britannica Academic

B. Bills and Invoices

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

D. Human Resources Report

**XIV. COMMUNICATIONS – INFORMATION**

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

**XV. ADJOURNMENT**

**CALL TO ORDER/ROLL CALL**

Vice Chairwoman Diane Viverito called the regular meeting of the Board of Trustees to order in the Boardroom at 6:35 p.m. She announced that Chairman Stephens and Trustee Potter are both absent due to health issues, and Trustee Casson is on his way to campus.

Following the Pledge of Allegiance, roll call was taken.

Present: Ms. Kailee Harper, Mr. Tracy Jennings, Mr. Glover Johnson,  
Mr. Rich Regan, Ms. Diane Viverito.

Absent: Mr. Luke Casson (who arrived later), Mrs. Elizabeth Potter, Mr. Mark Stephens.

**APPROVAL OF BOARD MINUTES**

Mr. Johnson made a motion, seconded by Mr. Regan, to approve the minutes of the Board Budget Hearing of July 16, 2024. Voice vote carried the motion unanimously.

Mr. Jennings made a motion, seconded by Mr. Johnson to approve the minutes of the Regular Board Meeting of July 16, 2024. Voice vote carried the motion unanimously.

**COMMENTS ON THIS AGENDA**

None.

**CITIZEN PARTICIPATION**

Nick Polyak, Superintendent of Leyden High Schools, invited the Board and everyone present to events in celebration of Leyden's 100 year anniversary. These include a Homecoming Weekend Concert on October 5, 2024, Gala on February 8, 2025, and a Family Picnic on May 17, 2025.

**REPORTS/ANNOUNCEMENTS – Employee Groups**

Faculty Association President Leslie Wester reported that the semester started off great with lots of excitement. She noted that faculty are looking toward contract negotiations in the spring.

Adjunct Faculty Association President Bill Justiz reported that the semester started well with increased enrollment. He is looking forward to Fall Family Fun Fest in September.

**TRUSTEE ARRIVAL**

Mr. Casson arrived in the Boardroom at 6:42 pm.

**STUDENT SENATE REPORT**

TCSA President Mark Kouria thanked the volunteers and staff who served on the Welcome Squad. He reported that Welcome Week is experiencing about 120 students per day, and today was the first TCSA meeting, which was filled to standing-room only.

## **BOARD COMMITTEE REPORTS**

### Academic Affairs/Student Affairs

Ms. Viverito reported that the committee met earlier this month and reviewed pertinent items which have been forwarded to the Board with the committee's support and recommendation for approval.

### Finance/Maintenance & Operations

Mr. Jennings reported that the committee met on August 14 and reviewed eight new business items and two purchasing schedules. All were unanimously approved and sent to the Board with a recommendation for approval.

## **ADMINISTRATIVE REPORT**

None.

## **PRESIDENT'S REPORT**

President Mary-Rita Moore congratulated Leyden, with whom the college has a strong partnership, on celebrating their centennial. She welcomed everyone back to the new academic year, and expressed thanks for the collective work and collaboration occurring and the energy felt on campus with faculty and students returning.

## **CHAIRMAN'S REPORT**

None.

## **NEW BUSINESS**

### BOARD POLICY – Second Reading

#### **Business Services 3321-3324 Purchase Requisitions and Purchase Orders Student Affairs 5103 High School Student Admission**

Ms. Harper made a motion to enact the Board Policy changes, seconded by Mr. Casson. Voice vote carried the motion unanimously.

### ACTION EXHIBITS

Ms. Viverito stated, before considering the Action Exhibits on the agenda, she wanted to make the Board aware that we will not be considering whether to approve the destruction of Closed Session recordings from July 2022 through December 2022 tonight. Every 6 months, the Board is asked to determine whether records from Closed Session meetings from 18 months prior can be destroyed. This request occurs twice each year, at the August and February Board meetings. However, there were no Closed Session meetings between July 2022 and December 2022. As we did not meet in Closed Session during that time, there is no need to approve the destruction of any recordings as part of tonight's Action Exhibits.

## **17088 Trustee Travel**

Mr. Johnson made a motion, seconded by Mr. Regan, to approve Trustee Travel.

Roll Call Vote:

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

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

The remaining Action Exhibits were taken as a group with no objection.

**17089 Budget Transfers**

**17090 Law Enforcement Support Office (LESO) Program**

**17091 Purchase of New 2024 Honda Prologue Elite**

**17092 Agreement with RML Specialty Hospital**

**17093 TRIO SSS Tour to Southern Illinois & Missouri**

**17094 National Student Clearinghouse Addendum**

**17095 Discovery – Adobe Software**

**17096 Microsoft Consolidated Campus Agreement with CDW-G**

**17097 FY 26 RAMP Report – Confirmation of Board Poll**

**17098 J Building Emergency Chiller Repair – Confirmation of Board Poll**

**17099 Fee Waiver – Triton College Foundation President’s Reception**

**17100 Release of Closed Session Minutes**

Mr. Jennings made a motion, seconded by Mr. Casson, to approve the remaining Action Exhibits. Voice vote carried the motion unanimously.

PURCHASING SCHEDULES

**B47.01 RTU Replacements – B Building**

**B47.02 Catering Services – Child Development Center**

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

BILLS AND INVOICES

Mr. Casson made a motion, seconded by Mr. Regan, to pay the Bills and Invoices in the amount of \$4,362,358.83.

Roll Call Vote:

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

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

**CLOSED SESSION**

The Board did not move to Closed Session.

## HUMAN RESOURCES REPORT

### 1.0 Faculty

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

### 2.0 Adjunct Faculty

Mr. Johnson made a motion, seconded by Mr. Casson, to approve pages 2 through 5 of the Human Resources Report, items 2.1.01 through 2.8.01. Voice vote carried the motion unanimously.

### 3.0 Administration

There is no action on page 6 of the Human Resources Report.

### 4.0 Classified, Police & Engineers

Mr. Casson made a motion, seconded by Mr. Johnson, to approve pages 7 through 10 of the Human Resources Report, items 4.1.01 through 4.4.01. Voice vote carried the motion unanimously.

### 5.0 Mid-Management

Mr. Johnson made a motion, seconded by Mr. Casson, to approve pages 11 and 12 of the Human Resources Report, items 5.1.01 through 5.4.01. Voice vote carried the motion unanimously.

### 6.0 Hourly Employees

Mr. Jennings made a motion, seconded by Mr. Johnson, to approve pages 13 through 16 of the Human Resources Report, items 6.1.01 through 6.4.01. Voice vote carried the motion unanimously.

### 7.0 Other

Mr. Casson made a motion, seconded by Ms. Harper, to approve pages 17 through 21 of the Human Resources Report, items 7.1.01 through 7.4.02. Voice vote carried the motion unanimously.

## ADJOURNMENT

Motion was made by Mr. Johnson to adjourn the Regular Meeting of the Board, seconded by Mr. Jennings. Voice vote carried the motion unanimously. Vice Chairwoman Viverito adjourned the meeting at 6:54 p.m.

Submitted by: Mark R. Stephens  
Board Chairman

Tracy Jennings  
Board Secretary

Susan Page  
Susan Page, Recording Secretary

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

Meeting of September 24, 2024

ACTION EXHIBIT NO. 17101

**SUBJECT: APPROVAL OF FY 2024 AUDIT**

**RECOMMENDATION:** That the Board of Trustees accept the FY 2024 audit as submitted by the accounting firm of Crowe LLP.

**RATIONALE:** The auditors have completed their review of the financial statements for the year ending June 30, 2024, and have expressed their opinion on the statements.

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*Sean Sullivan*

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

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**Board Officers' Signatures Required:**

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**Mark R. Stephens**  
Chairman

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**Tracy Jennings**  
Secretary

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**Date**

Related forms requiring Board signature: Yes  No

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

Meeting of September 24, 2024

ACTION EXHIBIT NO. 17102

**SUBJECT: FISCAL YEAR 2025 CERTIFICATION OF PER CAPITA COST FOR  
THE FISCAL YEAR ENDED JUNE 30, 2024**

**RECOMMENDATION:** That the Board of Trustees approve the Certification of Per Capita Cost as approved by the accounting firm of Crowe LLP. The Per Capita Cost per semester credit hour is \$654.92.

**RATIONALE:** The Certification of Per Capita Cost is calculated in accordance with the ICCB guidance.

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*Sean Sullivan*

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

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**Board Officers' Signatures Required:**

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**Mark R. Stephens**  
Chairman

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**Tracy Jennings**  
Secretary

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**Date**

Related forms requiring Board signature: Yes  No



**TRITON COLLEGE**  
**COMMUNITY COLLEGE DISTRICT NO. 504**  
 Fiscal Year 2025 Certification of Per Capita Cost  
 For the Fiscal Year Ended June 30, 2024

All fiscal year 2024 noncapital audited operating expenditures from the following funds:

1. Education Fund		\$	48,601,185
2. Operations and Maintenance Fund			10,113,510
3. Operations and Maintenance Fund (Restricted)			435,616
4. Bond and Interest Fund			3,470,118
5. Public Building Commission Rental Fund			-
6. Restricted Purposes Fund			24,721,918
7. Audit Fund			120,653
8. Liability, Protection, and Settlement Fund			3,337,616
9. Auxiliary Enterprise Fund (Subsidy Only)			1,251,252
10. Total noncapital audited expenditures			92,051,868
11. Plus depreciation on capital outlay expenditures (equipment, building, and fixed equipment paid) from sources other than state and federal funds			2,183,917
12. Total costs included			94,235,785
13. Total certified semester credit hours for FY 2024			143,889
14. Per capita cost			654.92

Approved: \_\_\_\_\_ Date \_\_\_\_\_  
 Vice-President of Business Services

Approved: \_\_\_\_\_ Date \_\_\_\_\_  
 President

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

Meeting of September 24, 2024

ACTION EXHIBIT NO. 17103

**SUBJECT: APPROVAL OF FY 2025 ANNUAL BUDGET**

**RECOMMENDATION:** That the Board of Trustees adopt the proposed budget for FY 2025, beginning July 1, 2024 and ending June 30, 2025. The operating budget totals \$86,502,005 and the non-operating budget totals \$59,697,914. The total budget for FY 2025 is \$146,199,919.

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

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*Sean Sullivan*

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

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**Board Officers' Signatures Required:**

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**Mark R. Stephens**  
Chairman

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**Tracy Jennings**  
Secretary

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**Date**

Related forms requiring Board signature: Yes  No

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

Meeting of September 24, 2024

ACTION EXHIBIT NO. 17104

**SUBJECT: FY 2025 STUDENT ACTIVITIES BUDGET AND EXPENDITURES**

**RECOMMENDATION:** That the Board of Trustees approve the FY 2025 Budget of proposed expenditures of the Fund 10, Student Activities account. The FY 2025 Student Activities accounts have a projected revenue of \$1,171,987 and projected expenditures of \$1,171,987 resulting in no change to the reserves of \$0 (zero dollars). The fund balance as of June 2025 is also projected to be \$0 (zero dollars).

**RATIONALE:** The Trust and Agency Fund (Fund 10) for Student Activities covers expenses related to student activities. The proposed expenditures include FY 2025 transfers of \$800,000 to the Auxiliary Fund to provide financial support for athletics and student activities.

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*Sean Sullivan*

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

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**Board Officers' Signatures Required:**

\_\_\_\_\_  
**Mark R. Stephens  
Chairman**

\_\_\_\_\_  
**Tracy Jennings  
Secretary**

\_\_\_\_\_  
**Date**

Related forms requiring Board signature: Yes  No

Triton College  
Trust and Agency Fund  
Fiscal Year 2025

Revenues:

Student activity fees	1,171,987
Total revenues	1,171,987

Expenditures:

Salaries	74,545
Contractual services	1,500
General materials and supplies	52,292
Conference and meeting expense	41,648
Fixed	4,000
Capital outlay	
Other	198,002
Transfer to auxiliary and education funds.	800,000
Total expenditures	1,171,987

Increase (decrease) in net assets	\$0.00
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Trust and agency fund liability account 10\_00000000\_230901540

Balance 6/30/24 (see note 1 below)	\$0.00
Projected balance 6/30/25 (see note 2 below)	\$0.00

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

Note 2: Projected balance excludes Trust and Club account balances of \$359,351.

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

Meeting of September 24, 2024

ACTION EXHIBIT NO. 17105

**SUBJECT: FACILITIES RENTAL FEE CHANGES**

**RECOMMENDATION:** That the Board of Trustees approve the modification of the Triton College facility rental fee schedule.

**RATIONALE:** Campus facilities rates were last updated in April 2020. Over that time period the cost to cover the expected depreciation (ordinary wear and tear) have increased, all of which justify the increase of rates for external users.

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*Sean Sullivan*

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

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**Board Officers' Signatures Required:**

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**Mark R. Stephens**  
Chairman

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**Tracy Jennings**  
Secretary

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**Date**

Related forms requiring Board signature: Yes  No

## Triton College Facilities Rental Schedule

All Rentals are 2/hr. minimum unless otherwise noted

		All Figures Are Hourly Rates (unless otherwise specified)			
		In-District per hour		Out-of-District per hour	
		Non-Profit	Profit	Non-Profit	Profit
<b>A. General Classrooms</b>	30	\$125	\$150	\$150	\$175
<b>B. Lecture Halls (T106)</b>	141	\$175	\$200	\$200	\$225
<b>C. Smartboard Classroom</b>		\$200	\$225	\$225	\$250
<b>D. Dance Studio (R229)</b>	50	\$200	\$225	\$225	\$250
<b>E. Computer Lab/Media</b>		\$300	\$350	\$350	\$400
<b>F. Lab Classroom</b>		\$300	\$350	\$350	\$400

<b>G. Meeting Rooms (2 hr. min.)</b>					
B130 B (40) C (30)	70	\$150	\$200	\$200	\$250
B140	40	\$150	\$200	\$200	\$250
B201 (Café 64)	70	\$150	\$200	\$200	\$250
B202 (Café 64)	50	\$150	\$200	\$200	\$250
B203	40	\$150	\$200	\$200	\$250
B204	60	\$150	\$200	\$200	\$250
B210	55	\$150	\$200	\$200	\$250
B211	20	\$150	\$200	\$200	\$250
J107	60	\$150	\$200	\$200	\$250
R221	100	\$200	\$250	\$250	\$300

<b>H. Campus Theatres</b>					
<b>Triton College Performing Arts Center R-Theatre*</b> (4hr. min.)	411	\$450	\$550	\$650	\$750
Additional Hour after 4		\$250	\$300	\$300	\$350
<b>Cox Theatre J-Building*</b> (4hr. Min.)	100	\$350	\$450	\$450	\$550
Additional Hour after 4		\$225	\$225	\$225	\$225

*\*Includes dressing room, basic stage lighting, sound equipment and screen*

<b>I. Cafeteria</b> (4hr. Min.)	850	\$350	\$400	\$400	\$550
Additional Hour after 4		\$225	\$225	\$225	\$225
<b>J. Cernan Center Dome</b>		\$250	\$250	\$250	\$250

		NFP Youth		In-District		Out-of-District	
		In-District	Out-of-District	Non-Profit	Profit	Non-Profit	Profit
<b>K. Athletics (8 hr max, Per hour)</b>							
<b>Gymnasium #</b>	1,500/1,900	\$75	\$100	\$150	\$200	\$200	\$300
<b>Gymnasium Foyer</b>		\$35	\$50	\$75	\$100	\$100	\$150
<b>Outdoor Track *</b>		\$75	\$100	\$150	\$200	\$200	\$300
<b>Indoor Track</b>		\$65	\$75	\$125	\$150	\$150	\$225
<b>Baseball Stadium **</b>		\$75	\$100	\$150	\$200	\$200	\$300
<b>Softball Stadium *</b>		\$65	\$100	\$125	\$175	\$175	\$275
<b>Multi Purpose Stadium **</b>		\$100	\$150	\$200	\$300	\$300	\$600
<b>Soccer Practice Field</b>		\$35	\$50	\$75	\$100	\$100	\$150
<b>** Swimming Pool</b>		\$175	\$175	\$200	\$200	\$250	\$400

**NFP Youth-** Member Not for Profit Youth League 14 & under

All Rates are hourly and quoted for practice/instruction events.

A \$50/hr surcharge will apply for all athletic contests

A \$25/hr surcharge will apply for usage of field lights

Usage of scoreboards, timers, & PA systems requires a TC operator @ \$25/hr. min.

All other ancillary equipment that pertains to the facility will be provided

\*\* Lifeguards required/additional charge

\*\* Includes Lockers and Showers

Swimming pool stairs set up and removal fee \$200 (flat-rate)

Timing system set-up and tear down fee \$180 (flat-rate)

Additional personnel costs may vary

**# If event attendance expects >500, additional fee may apply.**

**Prices based on straight time 8AM-5PM, Mon-Fri, when the College is open for classes.**

**\*All other times may incur an additional fee.**

Revised 08/13/2024

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

Meeting of September 24, 2024

ACTION EXHIBIT NO. 17106

**SUBJECT: INTERGOVERNMENTAL SAFETY AND SECURITY AGREEMENTS  
WITH LOCAL SCHOOL DISTRICTS**

**RECOMMENDATION:** That the Board of Trustees approve Intergovernmental Agreements (IGA's) with Rosemont School District 78; Schiller Park School District 81; Mannheim School District 83; Franklin Park School District 84; Rhodes School District 84.5; River Grove School District 85.5; Berkeley School District 87; Leyden School District 212; Elmwood Park School District 401; and LASEC Special Education Cooperative, to provide emergency support plans between the parties. There is no specific cost to the college for this Agreement.

**RATIONALE:** As a part of the safety and security plans of the member institutions listed above, as well as the college, it is in the interest of the parties included above to execute the proposed Intergovernmental Agreements (IGA's) between the parties. These IGA's offer a critical element to the safety and security plans of the surrounding school districts named above.

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*Sean Sullivan*

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

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**Board Officers' Signatures Required:**

\_\_\_\_\_  
**Mark R. Stephens**  
Chairman

\_\_\_\_\_  
**Tracy Jennings**  
Secretary

\_\_\_\_\_  
**Date**

Related forms requiring Board signature: Yes  No

## **Intergovernmental Cooperation Agreement for Student and Family Reunification in a Crisis**

This Intergovernmental Agreement (“IGA”), executed under the authority granted by Article VII, Section of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, for the purpose of providing emergency evacuation and reunification site location is entered into between the Villages of River Grove and Melrose Park, each acting by and through its Police Chief (the “Municipalities” and) Rosemont School District 78, Schiller Park School District 81, Mannheim School District 83, Franklin Park School District 84, Rhodes School District 84.5, River Grove School District 85.5, Berkeley School District 87, Leyden School District 212, Elmwood Park School District 401, and LASEC Special Education Cooperative (the “School Entity or “School Entities”), acting by and through their individual Boards of Education, together referred to as “Parties.” Community College District 504, commonly known as Triton College (“College” or “Triton”), acting by and through its Board of Trustees, shall be signatory to this IGA solely for the purpose of granting permission for the School Entities (and Municipalities) to utilize College property in certain limited situations as provided herein as a courtesy, and Triton, through the Triton College Police Department, shall remain in full control of all Triton property, both real and personal, at all times during use by the School Entities regardless of the actions or events necessitating such use and any and all actions of the School Entities, its employees, students or parents shall be the sole and absolute responsibility of the School Entities.

### **RECITALS**

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement to give the School Entities access to the College property, limited to either the Gymnasium or the Cafeteria, or a different assigned campus spaces determined by the College, in its sole discretion, to be available (the “Facility”), located at the commonly known address of 2000 North Fifth Avenue, River Grove IL as an emergency overflow evacuation shelter and reunification site in the event of a school incident or other emergency which requires any District campus to perform a site evacuation or establish a location for reunification of students with their families; and

WHEREAS, the Parties find that entering into such an Agreement serves a public purpose and enhances the safety of the students who either live within Triton’s district or attend one of the School Entities.

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

1. Purposes. The purposes of this Agreement are to establish a facility (the “Facility”) at Triton, subject to space availability, to which students from any of the School Entities, subject to the limitations as set forth herein, which may be revoked or otherwise limited by Triton at any time and with no advance notice, can be transported by their respective schools in a crisis situation for reunification with their parents, guardians or other persons responsible for their welfare (“Family”) and for the School Entities to provide mutual assistance when one or more of them are using the Facility.
2. Administration. This Agreement shall be administered by the Superintendents and Executive Director (the “School Leaders”) of the School Entities, Triton’s President or their designees, and, to the limited extent necessary, the Police Chiefs of River Grove and Melrose Park. Police Personnel and School leaders have met and agreed upon a Reunification Plan, which



establishes the necessary operating procedures for School leaders to safely manage student departure from Triton, which shall be incorporated by reference herein. Triton College, which receives no benefit from providing access to the campus property, shall have no responsibility or liability for the adequacy or effectiveness of said plan, and shall serve solely as a physical location for the implementation of the plan without any obligation of implementation or evaluation. School Leaders and Municipalities shall also meet annually to update and review the plan and any changes. Such changes shall be conveyed to Triton, as the evacuation location, and Triton shall provide written confirmation, through an authorized agent, whether Triton is willing to remain an evacuation location.

3. The Facility. The Facility has been predetermined by the Parties to:
  - a. Have sufficient space to serve the function of the reunification process as identified by school leaders and Triton, limited to no more than two (2) of the individual School Entities on Triton's campus for the purpose of reunification at any one time.
  - b. Have user access to restrooms, parking for school buses and staff and Family vehicles as appropriate to achieve the purposes of this Agreement.
  - c. Triton shall have stored on its property, in a location determined solely by College personnel, a trailer less than 16 feet in length and 8 feet in width, belonging to one or more of the School Entities involved in this Agreement. The trailer shall contain all signage, paperwork and equipment for any of the School Entities who are a party to this Agreement to implement its reunification plan. The School Entities shall be solely responsible for all necessary maintenance of the trailer and shall make arrangements to move the trailer upon Triton's request.
  - d. Subject to availability, for use within sixty (60) minutes notice from any of the School Entities of the need to use the Facility for up to twelve (12) hours. Triton shall make every reasonable effort to make the Facility available for up to two (2) School Entities, but shall be entitled, within its sole reasonable discretion, to limit access to the Triton campus and the Facilities at any time throughout the term of this Agreement.
  - e. Be provided at no cost to the School Entities, except to the extent that Triton incurs actual out of pocket expenses as a result of the use or presence of the School Entities, or any party affiliated with the School Entities, including but not limited to School Entity employees, students, parents, and law enforcement personnel supporting the use of School Entities. All such costs shall be immediately reimbursed to Triton within ten (10) business days.
  - f. The space available to be utilized shall be designated by Triton, upon the request of the School Entity in need. Triton maintains the sole discretion to determine whether the Facility is available, and if so, the particular location to be used on Triton property. The provided location may be altered or canceled by Triton, at any time, prior to or during the actual use of Triton's campus.
  - g. Triton may, in its discretion, continue all regular operations during any use of the School Entities, including but not limited to classes, as scheduled. School Entities should expect and plan for the presence of College Staff, College students, other members of the District community utilizing College services, as well as their vehicles being present on Triton's Campus throughout the re-unification process. However, neither Triton or any trustee,

officer, employee or agent of Triton shall be in any way responsible for the implementation, execution, or safety of the School Entities, or their employees, students, parents, or invitees and the School Entities shall indemnify Triton, its trustees, officers, employees and agents for any liability that may arise from or be related to the use of Triton property. At all times while present on Triton property, School Entities shall be subject to the direction of the Triton College Police Department and Triton College officers, trustees, employees and agents with regard to the use or non-use of any Triton College property or facility.

4. Assistance. As soon as reasonably possible after a School Entity in crisis gives notice to Triton of the need for the use of the Facility, Triton will determine availability within twenty (20) minutes and respond to the requesting entity. The School Entity may also request assistance ("Assistance") from one or more of the School Entities. Assistance from School Entities may be in the form of transportation, personnel, equipment and supplies or other service necessary to meet the purposes of this Agreement. It is expressly understood that Triton's Assistance under this Agreement is limited to the provision of the Facility, as set forth in paragraph 3 above, and shall be provided in Triton's sole reasonable discretion, and that such permissive use may be revoked at any time. The School Entities from which assistance is requested must promptly respond to the request and make a good faith effort to provide the requested Assistance, provided that the decision whether, or the extent to which, to provide assistance is discretionary.
5. Traffic, Safety and Security. Upon the determination by a School Entity that use of the Facility is warranted, and such use has been approved by Triton, Triton College, or the Triton College Police Department, will notify River Grove and Melrose Park Police Departments of the activation of the plan and indicating that the impacted School Entity is requesting assistance from local law enforcement agencies. The affected School Entity and designated local law enforcement agencies shall provide the necessary assistance for traffic management between the School Entity and Triton, as well as all actions necessary to maintain safe conditions for School Entity parties, and during the process of reunification at the Facility. The Triton College Police Department shall have no responsibilities to provide any additional support throughout the School Entity's use of the Facility and School Entities shall be solely responsible for all actions taken by responding agencies on Triton's campus. The Triton College Police Department shall maintain sole and absolute authority for the safety of Triton's campus and Triton personnel, and all orders and requests made by Triton College Police during the School Entities use of Facility shall be immediately implemented.
6. Reunification Plan

The Parties shall cooperate to create a mutual Reunification Plan, which is attached hereto and made a part hereof, to be utilized in any event requiring an off-site evacuation of any School Entity students. The plan shall include, at a minimum, the following obligations:

- a. All public health and safety obligations shall be the sole responsibility of the impacted School Entity and the appropriately designated local law enforcement agency;
- b. The College shall make logistical information, including maps and site plans, available to all Parties to allow for appropriate planning; and
- c. The School Entities shall cooperate to make any technology based communication systems functional while on College property without any necessary access or services of College systems.

- d. Upon completion of the Reunification Plan, the Parties shall meet, at least annually, to discuss any necessary updates or amendments to the Plan.

The reunification plan and this Intergovernmental Agreement shall be considered confidential to the fullest extent under the law, with particular reference to 5 ILCS 140/7(1)(d)(vi), including the fact that Triton will be the location of participating School Entity Reunification.

## 7. Insurance and Liability.

- a. Each School Entity and Municipality is responsible for obtaining and maintaining insurance coverage for its participation under this Agreement, which shall be primary, and which shall waive subrogation against all other Parties. Each Party shall be responsible for Workers' Compensation insurance coverage of, and liability for, the Party's employees who participate in the use of the Facilities or provide assistance.
- b. Each School Entity shall be solely responsible for the actions, or non-actions, of their own staff, faculty, agents, and students at all times during the course of this Agreement, while on the property of Triton College. In the event of any damage to the College, including any damage that occurs as a result of the School Entities equipment maintained on Triton's campus, the School Entity utilizing Triton's Facility shall be responsible for all costs of repair, ordinary wear and tear excepted, and any legal fees incurred as a result of the actions, non-actions, or presence of the School Entities equipment.
- c. The School Entity utilizing Triton's Facility agrees to hold harmless and indemnify the College, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities (together "liabilities") imposed upon or incurred by or asserted against the College, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, in any way arising from or related to the use of College facilities for evacuation, reunification, or any other events related to this Agreement. In the event of a claim against the College arising from such use, the School Entity shall immediately tender provisional payment to the College for legal fees and expenses in a designated escrow account in an amount determined by the joint decision of the College's legal counsel and the College's insurance consortium's Executive Director, in consultation with the affected school district.. Throughout the pendency of any dispute resolution, including any appellate litigation, the amount in the escrow account shall not be less than an amount determined by the joint decision of the College's legal counsel and the College's insurance consortium's Executive Director, in consultation with the affected school district.
- d. Responsibilities of Parties - Each School Entity and Municipality covenants and agrees, to the extent permitted by law, that each Party shall be solely responsible for any act, omission, or failure to act by said Party or its respective employees or agents, in the course of providing assistance to another Party, declining to provide assistance when requested, or during the course of an evacuation and use of the Facility pursuant to this Agreement and shall, in all cases, provide comprehensive indemnification to Triton College for the actions or non-actions of any party associated with a School Entity or Municipality who is or was or present on Triton's campus for a reason related to or arising from the Reunification Plan.

- e. None of the Parties waive or relinquish any immunity or defense on behalf of itself, its trustees, members, officers, employees, or agents because of the execution of this Agreement and the performance of the covenants and agreements contained herein.

For purposes of this Section 7, “liability” means liabilities, losses, damages, claims, demands, judgments, causes of action, costs, expenses, and reasonable attorneys’ fees. Further, “party” means the participating School Entities and referenced Municipalities and does not, under any construction of these terms, include Triton College or imply any responsibilities, obligations, costs or potential liabilities upon Triton College by virtue of serving as a physical location for implementation of the Reunification Plan. Notwithstanding anything to the contrary, nothing in this Agreement voids or limits any liability protection established by law or any existing insurance coverage of the Party. Nothing in this Agreement shall create a duty or liability to any person or entity which is not a party to this Agreement or diminish any liability protection for the benefit of the Parties as established by law or afforded by any Party’s insurance coverage.

8. Withdrawal of a Party.

Each party retains the right to withdraw from this Agreement at any time, without cause, with ninety (90) days advance written notice to each of the other Parties. In the event of Triton determines it is no longer willing to provide a reunification location, all references to Triton College shall be stricken from this Agreement and the School Entities shall be determine appropriate next steps to seek an alternative location.

9. Amendment and Termination.

- a. This Agreement may be amended by the mutual written agreement of all parties. Any School Entity that votes against an amendment to the Agreement shall have the option to immediately withdraw, or alternatively, may choose to remain a party to the Agreement under the amended terms and conditions.
- b. Any amendment to this Agreement shall be signed by the authorized agent of each party, in their official capacity only.

10. Choice of Law & Venue – This Agreement shall be governed by Illinois law and mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Cook County, Illinois.

11. Effective Date and Signature in Counterparts. This Agreement shall be deemed dated and become effective when Triton’s authorized agent has approved and signed the Agreement after receiving the Agreement signed and dated in counterpart from the authorized agents of all of the other Parties.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Triton College

By: \_\_\_\_\_  
Mark R. Stephens, Board Chairman

Attest: \_\_\_\_\_  
Tracy Jennings, Board Secretary

Executed as of this 12<sup>TH</sup> day of AUGUST, 2024

ROSEMONT ELEMENTARY SD 70  
Name of Municipality or School Entity

By: \_\_\_\_\_  


Attest: \_\_\_\_\_  


## **Intergovernmental Cooperation Agreement for Student and Family Reunification in a Crisis**

This Intergovernmental Agreement ("IGA"), executed under the authority granted by Article VII, Section of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, for the purpose of providing emergency evacuation and reunification site location is entered into between the Villages of River Grove and Melrose Park, each acting by and through its Police Chief (the "Municipalities" and) Rosemont School District 78, Schiller Park School District 81, Mannheim School District 83, Franklin Park School District 84, Rhodes School District 84.5, River Grove School District 85.5, Berkeley School District 87, Leyden School District 212, Elmwood Park School District 401, and LASEC Special Education Cooperative (the "School Entity or "School Entities"), acting by and through their individual Boards of Education, together referred to as "Parties." Community College District 504, commonly known as Triton College ("College" or "Triton"), acting by and through its Board of Trustees, shall be signatory to this IGA solely for the purpose of granting permission for the School Entities (and Municipalities) to utilize College property in certain limited situations as provided herein as a courtesy, and Triton, through the Triton College Police Department, shall remain in full control of all Triton property, both real and personal, at all times during use by the School Entities regardless of the actions or events necessitating such use and any and all actions of the School Entities, its employees, students or parents shall be the sole and absolute responsibility of the School Entities.

### **RECITALS**

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement to give the School Entities access to the College property, limited to either the Gymnasium or the Cafeteria, or a different assigned campus spaces determined by the College, in its sole discretion, to be available (the "Facility"), located at the commonly known address of 2000 North Fifth Avenue, River Grove IL as an emergency overflow evacuation shelter and reunification site in the event of a school incident or other emergency which requires any District campus to perform a site evacuation or establish a location for reunification of students with their families; and

WHEREAS, the Parties find that entering into such an Agreement serves a public purpose and enhances the safety of the students who either live within Triton's district or attend one of the School Entities.

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

1. **Purposes.** The purposes of this Agreement are to establish a facility (the "Facility") at Triton, subject to space availability, to which students from any of the School Entities, subject to the limitations as set forth herein, which may be revoked or otherwise limited by Triton at any time and with no advance notice, can be transported by their respective schools in a crisis situation for reunification with their parents, guardians or other persons responsible for their welfare ("Family") and for the School Entities to provide mutual assistance when one or more of them are using the Facility.
2. **Administration.** This Agreement shall be administered by the Superintendents and Executive Director (the "School Leaders") of the School Entities, Triton's President or their designees, and, to the limited extent necessary, the Police Chiefs of River Grove

and Melrose Park. Police Personnel and School leaders have met and agreed upon a Reunification Plan, which

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establishes the necessary operating procedures for School leaders to safely manage student departure from Triton, which shall be incorporated by reference herein. Triton College, which receives no benefit from providing access to the campus property, shall have no responsibility or liability for the adequacy or effectiveness of said plan, and shall serve solely as a physical location for the implementation of the plan without any obligation of implementation or evaluation. School Leaders and Municipalities shall also meet annually to update and review the plan and any changes. Such changes shall be conveyed to Triton, as the evacuation location, and Triton shall provide written confirmation, through an authorized agent, whether Triton is willing to remain an evacuation location.

3. The Facility. The Facility has been predetermined by the Parties to:

- a. Have sufficient space to serve the function of the reunification process as identified by school leaders and Triton, limited to no more than two (2) of the individual School Entities on Triton's campus for the purpose of reunification at any one time.
- b. Have user access to restrooms, parking for school buses and staff and Family vehicles as appropriate to achieve the purposes of this Agreement.
- c. Triton shall have stored on its property, in a location determined solely by College personnel, a trailer less than 16 feet in length and 8 feet in width, belonging to one or more of the School Entities involved in this Agreement. The trailer shall contain all signage, paperwork and equipment for any of the School Entities who are a party to this Agreement to implement its reunification plan. The School Entities shall be solely responsible for all necessary maintenance of the trailer and shall make arrangements to move the trailer upon Triton's request.
- d. Subject to availability, for use within sixty (60) minutes notice from any of the School Entities of the need to use the Facility for up to twelve (12) hours. Triton shall make every reasonable effort to make the Facility available for up to two (2) School Entities, but shall be entitled, within its sole reasonable discretion, to limit access to the Triton campus and the Facilities at any time throughout the term of this Agreement.
- e. Be provided at no cost to the School Entities, except to the extent that Triton incurs actual out of pocket expenses as a result of the use or presence of the School Entities, or any party affiliated with the School Entities, including but not limited to School Entity employees, students, parents, and law enforcement personnel supporting the use of School Entities. All such costs shall be immediately reimbursed to Triton within ten (10) business days.
- f. The space available to be utilized shall be designated by Triton, upon the request of the School Entity in need. Triton maintains the sole discretion to determine whether the Facility is available, and if so, the particular location to be used on Triton property. The provided location may be altered or canceled by Triton, at any time, prior to or during the actual use of Triton's campus.
- g. Triton may, in its discretion, continue all regular operations during any use of the School Entities, including but not limited to classes, as scheduled. School Entities

should expect and plan for the presence of College Staff, College students, other members of the District community utilizing College services, as well as their vehicles being present on Triton's Campus throughout the re-unification process. However, neither Triton or any trustee,

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officer, employee or agent of Triton shall be in any way responsible for the implementation, execution, or safety of the School Entities, or their employees, students, parents, or invitees and the School Entities shall indemnify Triton, its trustees, officers, employees and agents for any liability that may arise from or be related to the use of Triton property. At all times while present on Triton property, School Entities shall be subject to the direction of the Triton College Police Department and Triton College officers, trustees, employees and agents with regard to the use or non-use of any Triton College property or facility.

4. Assistance. As soon as reasonably possible after a School Entity in crisis gives notice to Triton of the need for the use of the Facility, Triton will determine availability within twenty (20) minutes and respond to the requesting entity. The School Entity may also request assistance ("Assistance") from one or more of the School Entities. Assistance from School Entities may be in the form of transportation, personnel, equipment and supplies or other service necessary to meet the purposes of this Agreement. It is expressly understood that Triton's Assistance under this Agreement is limited to the provision of the Facility, as set forth in paragraph 3 above, and shall be provided in Triton's sole reasonable discretion, and that such permissive use may be revoked at any time. The School Entities from which assistance is requested must promptly respond to the request and make a good faith effort to provide the requested Assistance, provided that the decision whether, or the extent to which, to provide assistance is discretionary.
5. Traffic, Safety and Security. Upon the determination by a School Entity that use of the Facility is warranted, and such use has been approved by Triton, Triton College, or the Triton College Police Department, will notify River Grove and Melrose Park Police Departments of the activation of the plan and indicating that the impacted School Entity is requesting assistance from local law enforcement agencies. The affected School Entity and designated local law enforcement agencies shall provide the necessary assistance for traffic management between the School Entity and Triton, as well as all actions necessary to maintain safe conditions for School Entity parties, and during the process of reunification at the Facility. The Triton College Police Department shall have no responsibilities to provide any additional support throughout the School Entity's use of the Facility and School Entities shall be solely responsible for all actions taken by responding agencies on Triton's campus. The Triton College Police Department shall maintain sole and absolute authority for the safety of Triton's campus and Triton personnel, and all orders and requests made by Triton College Police during the School Entities use of Facility shall be immediately implemented.

#### 6. Reunification Plan

The Parties shall cooperate to create a mutual Reunification Plan, which is attached hereto and made a part hereof, to be utilized in any event requiring an off-site evacuation of any School Entity students. The plan shall include, at a minimum, the following obligations:



- a. All public health and safety obligations shall be the sole responsibility of the impacted School Entity and the appropriately designated local law enforcement agency; b. The College shall make logistical information, including maps and site plans, available to all Parties to allow for appropriate planning; and
- c. The School Entities shall cooperate to make any technology based communication systems functional while on College property without any necessary access or services of College systems.

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- d. Upon completion of the Reunification Plan, the Parties shall meet, at least annually, to discuss any necessary updates or amendments to the Plan.

The reunification plan and this Intergovernmental Agreement shall be considered confidential to the fullest extent under the law, with particular reference to 5 ILCS 140/7(1)(d)(vi), including the fact that Triton will be the location of participating School Entity Reunification.

#### 7. Insurance and Liability.

- a. Each School Entity and Municipality is responsible for obtaining and maintaining insurance coverage for its participation under this Agreement, which shall be primary, and which shall waive subrogation against all other Parties. Each Party shall be responsible for Workers' Compensation insurance coverage of, and liability for, the Party's employees who participate in the use of the Facilities or provide assistance.
- b. Each School Entity shall be solely responsible for the actions, or non-actions, of their own staff, faculty, agents, and students at all times during the course of this Agreement, while on the property of Triton College. In the event of any damage to the College, including any damage that occurs as a result of the School Entities equipment maintained on Triton's campus, the School Entity utilizing Triton's Facility shall be responsible for all costs of repair, ordinary wear and tear excepted, and any legal fees incurred as a result of the actions, non-actions, or presence of the School Entities equipment.
- c. The School Entity utilizing Triton's Facility agrees to hold harmless and indemnify the College, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities (together "liabilities") imposed upon or incurred by or asserted against the College, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, in any way arising from or related to the use of College facilities for evacuation, reunification, or any other events related to this Agreement. In the event of a claim against the College arising from such use, the School Entity shall immediately tender provisional payment to the College for legal fees and expenses in a designated escrow account in an amount determined by the joint decision of the College's legal counsel and the College's insurance consortium's Executive Director, in consultation with the affected school district.. Throughout the pendency of any dispute resolution, including any appellate litigation, the amount in the escrow account shall not be less than an amount determined by the joint decision of the College's legal counsel and the College's insurance consortium's Executive Director, in consultation with the affected school district.

- d. Responsibilities of Parties - Each School Entity and Municipality covenants and agrees, to the extent permitted by law, that each Party shall be solely responsible for any act, omission, or failure to act by said Party or its respective employees or agents, in the course of providing assistance to another Party, declining to provide assistance when requested, or during the course of an evacuation and use of the Facility pursuant to this Agreement and shall, in all cases, provide comprehensive indemnification to Triton College for the actions or non-actions of any party associated with a School Entity or Municipality who is or was or present on Triton's campus for a reason related to or arising from the Reunification Plan.

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- e. None of the Parties waive or relinquish any immunity or defense on behalf of itself, its trustees, members, officers, employees, or agents because of the execution of this Agreement and the performance of the covenants and agreements contained herein.

For purposes of this Section 7, "liability" means liabilities, losses, damages, claims, demands, judgments, causes of action, costs, expenses, and reasonable attorneys' fees. Further, "party" means the participating School Entities and referenced Municipalities and does not, under any construction of these terms, include Triton College or imply any responsibilities, obligations, costs or potential liabilities upon Triton College by virtue of serving as a physical location for implementation of the Reunification Plan. Notwithstanding anything to the contrary, nothing in this Agreement voids or limits any liability protection established by law or any existing insurance coverage of the Party. Nothing in this Agreement shall create a duty or liability to any person or entity which is not a party to this Agreement or diminish any liability protection for the benefit of the Parties as established by law or afforded by any Party's insurance coverage.

#### 8. Withdrawal of a Party.

Each party retains the right to withdraw from this Agreement at any time, without cause, with ninety (90) days advance written notice to each of the other Parties. In the event of Triton determines it is no longer willing to provide a reunification location, all references to Triton College shall be stricken from this Agreement and the School Entities shall be determine appropriate next steps to seek an alternative location.

#### 9. Amendment and Termination.

- a. This Agreement may be amended by the mutual written agreement of all parties. Any School Entity that votes against an amendment to the Agreement shall have the option to immediately withdraw, or alternatively, may choose to remain a party to the Agreement under the amended terms and conditions.
- b. Any amendment to this Agreement shall be signed by the authorized agent of each party, in their official capacity only.

10. Choice of Law & Venue – This Agreement shall be governed by Illinois law and mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Cook County, Illinois.

11. Effective Date and Signature in Counterparts. This Agreement shall be deemed dated and become effective when Triton's authorized agent has approved and signed the Agreement after receiving the Agreement signed and dated in counterpart from the authorized agents of all of the other Parties.

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Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Triton College

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Mark R. Stephens, Board Chairman Tracy Jennings, Board Secretary

Executed as of this 21st day of August, 2024

Schiller Park School District 81

By: Tina M Ewan Attest: Andrea Defina

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## **Intergovernmental Cooperation Agreement for Student and Family Reunification in a Crisis**

This Intergovernmental Agreement (“IGA”), executed under the authority granted by Article VII, Section of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, for the purpose of providing emergency evacuation and reunification site location is entered into between the Villages of River Grove and Melrose Park, each acting by and through its Police Chief (the “Municipalities” and) Rosemont School District 78, Schiller Park School District 81, Mannheim School District 83, Franklin Park School District 84, Rhodes School District 84.5, River Grove School District 85.5, Berkeley School District 87, Leyden School District 212, Elmwood Park School District 401 , and LASEC Special Education Cooperative (the “School Entity or “School Entities”), acting by and through their individual Boards of Education, together referred to as “Parties.” Community College District 504, commonly known as Triton College (“College” or “Triton”), acting by and through its Board of Trustees, shall be signatory to this IGA solely for the purpose of granting permission for the School Entities (and Municipalities) to utilize College property in certain limited situations as provided herein as a courtesy, and Triton, through the Triton College Police Department, shall remain in full control of all Triton property, both real and personal, at all times during use by the School Entities regardless of the actions or events necessitating such use and any and all actions of the School Entities, its employees, students or parents shall be the sole and absolute responsibility of the School Entities.

### **RECITALS**

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement to give the School Entities access to the College property, limited to either the Gymnasium or the Cafeteria, or a different assigned campus spaces determined by the College, in its sole discretion, to be available (the “Facility”), located at the commonly known address of 2000 North Fifth Avenue, River Grove IL as an emergency overflow evacuation shelter and reunification site in the event of a school incident or other emergency which requires any District campus to perform a site evacuation or establish a location for reunification of students with their families; and

WHEREAS, the Parties find that entering into such an Agreement serves a public purpose and enhances the safety of the students who either live within Triton’s district or attend one of the School Entities.

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

1. Purposes. The purposes of this Agreement are to establish a facility (the “Facility”) at Triton, subject to space availability, to which students from any of the School Entities, subject to the limitations as set forth herein, which may be revoked or otherwise limited by Triton at any time and with no advance notice, can be transported by their respective schools in a crisis situation for reunification with their parents, guardians or other persons responsible for their welfare (“Family”) and for the School Entities to provide mutual assistance when one or more of them are using the Facility.
2. Administration. This Agreement shall be administered by the Superintendents and Executive Director (the “School Leaders”) of the School Entities, Triton’s President or their designees, and, to the limited extent necessary, the Police Chiefs of River Grove and Melrose Park. Police Personnel and School leaders have met and agreed upon a Reunification Plan, which

establishes the necessary operating procedures for School leaders to safely manage student departure from Triton, which shall be incorporated by reference herein. Triton College, which receives no benefit from providing access to the campus property, shall have no responsibility or liability for the adequacy or effectiveness of said plan, and shall serve solely as a physical location for the implementation of the plan without any obligation of implementation or evaluation. School Leaders and Municipalities shall also meet annually to update and review the plan and any changes. Such changes shall be conveyed to Triton, as the evacuation location, and Triton shall provide written confirmation, through an authorized agent, whether Triton is willing to remain an evacuation location.

3. The Facility. The Facility has been predetermined by the Parties to:
  - a. Have sufficient space to serve the function of the reunification process as identified by school leaders and Triton, limited to no more than two (2) of the individual School Entities on Triton's campus for the purpose of reunification at any one time.
  - b. Have user access to restrooms, parking for school buses and staff and Family vehicles as appropriate to achieve the purposes of this Agreement.
  - c. Triton shall have stored on its property, in a location determined solely by College personnel, a trailer less than 16 feet in length and 8 feet in width, belonging to one or more of the School Entities involved in this Agreement. The trailer shall contain all signage, paperwork and equipment for any of the School Entities who are a party to this Agreement to implement its reunification plan. The School Entities shall be solely responsible for all necessary maintenance of the trailer and shall make arrangements to move the trailer upon Triton's request.
  - d. Subject to availability, for use within sixty (60) minutes notice from any of the School Entities of the need to use the Facility for up to twelve (12) hours. Triton shall make every reasonable effort to make the Facility available for up to two (2) School Entities, but shall be entitled, within its sole reasonable discretion, to limit access to the Triton campus and the Facilities at any time throughout the term of this Agreement.
  - e. Be provided at no cost to the School Entities, except to the extent that Triton incurs actual out of pocket expenses as a result of the use or presence of the School Entities, or any party affiliated with the School Entities, including but not limited to School Entity employees, students, parents, and law enforcement personnel supporting the use of School Entities. All such costs shall be immediately reimbursed to Triton within ten (10) business days.
  - f. The space available to be utilized shall be designated by Triton, upon the request of the School Entity in need. Triton maintains the sole discretion to determine whether the Facility is available, and if so, the particular location to be used on Triton property. The provided location may be altered or canceled by Triton, at any time, prior to or during the actual use of Triton's campus.
  - g. Triton may, in its discretion, continue all regular operations during any use of the School Entities, including but not limited to classes, as scheduled. School Entities should expect and plan for the presence of College Staff, College students, other members of the District community utilizing College services, as well as their vehicles being present on Triton's Campus throughout the re-unification process. However, neither Triton or any trustee,

officer, employee or agent of Triton shall be in any way responsible for the implementation, execution, or safety of the School Entities, or their employees, students, parents, or invitees and the School Entities shall indemnify Triton, its trustees, officers, employees and agents for any liability that may arise from or be related to the use of Triton property. At all times while present on Triton property, School Entities shall be subject to the direction of the Triton College Police Department and Triton College officers, trustees, employees and agents with regard to the use or non-use of any Triton College property or facility.

4. Assistance. As soon as reasonably possible after a School Entity in crisis gives notice to Triton of the need for the use of the Facility, Triton will determine availability within twenty (20) minutes and respond to the requesting entity. The School Entity may also request assistance (“Assistance”) from one or more of the School Entities. Assistance from School Entities may be in the form of transportation, personnel, equipment and supplies or other service necessary to meet the purposes of this Agreement. It is expressly understood that Triton’s Assistance under this Agreement is limited to the provision of the Facility, as set forth in paragraph 3 above, and shall be provided in Triton’s sole reasonable discretion, and that such permissive use may be revoked at any time. The School Entities from which assistance is requested must promptly respond to the request and make a good faith effort to provide the requested Assistance, provided that the decision whether, or the extent to which, to provide assistance is discretionary.
5. Traffic, Safety and Security. Upon the determination by a School Entity that use of the Facility is warranted, and such use has been approved by Triton, Triton College, or the Triton College Police Department, will notify River Grove and Melrose Park Police Departments of the activation of the plan and indicating that the impacted School Entity is requesting assistance from local law enforcement agencies. The affected School Entity and designated local law enforcement agencies shall provide the necessary assistance for traffic management between the School Entity and Triton, as well as all actions necessary to maintain safe conditions for School Entity parties, and during the process of reunification at the Facility. The Triton College Police Department shall have no responsibilities to provide any additional support throughout the School Entity’s use of the Facility and School Entities shall be solely responsible for all actions taken by responding agencies on Triton’s campus. The Triton College Police Department shall maintain sole and absolute authority for the safety of Triton’s campus and Triton personnel, and all orders and requests made by Triton College Police during the School Entities use of Facility shall be immediately implemented.
6. Reunification Plan

The Parties shall cooperate to create a mutual Reunification Plan, which is attached hereto and made a part hereof, to be utilized in any event requiring an off-site evacuation of any School Entity students. The plan shall include, at a minimum, the following obligations:

- a. All public health and safety obligations shall be the sole responsibility of the impacted School Entity and the appropriately designated local law enforcement agency;
- b. The College shall make logistical information, including maps and site plans, available to all Parties to allow for appropriate planning; and
- c. The School Entities shall cooperate to make any technology based communication systems functional while on College property without any necessary access or services of College systems.

- d. Upon completion of the Reunification Plan, the Parties shall meet, at least annually, to discuss any necessary updates or amendments to the Plan.

The reunification plan and this Intergovernmental Agreement shall be considered confidential to the fullest extent under the law, with particular reference to 5 ILCS 140/7(1)(d)(vi), including the fact that Triton will be the location of participating School Entity Reunification.

## 7. Insurance and Liability.

- a. Each School Entity and Municipality is responsible for obtaining and maintaining insurance coverage for its participation under this Agreement, which shall be primary, and which shall waive subrogation against all other Parties. Each Party shall be responsible for Workers' Compensation insurance coverage of, and liability for, the Party's employees who participate in the use of the Facilities or provide assistance.
- b. Each School Entity shall be solely responsible for the actions, or non-actions, of their own staff, faculty, agents, and students at all times during the course of this Agreement, while on the property of Triton College. In the event of any damage to the College, including any damage that occurs as a result of the School Entities equipment maintained on Triton's campus, the School Entity utilizing Triton's Facility shall be responsible for all costs of repair, ordinary wear and tear excepted, and any legal fees incurred as a result of the actions, non-actions, or presence of the School Entities equipment.
- c. The School Entity utilizing Triton's Facility agrees to hold harmless and indemnify the College, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities (together "liabilities") imposed upon or incurred by or asserted against the College, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, in any way arising from or related to the use of College facilities for evacuation, reunification, or any other events related to this Agreement. In the event of a claim against the College arising from such use, the School Entity shall immediately tender provisional payment to the College for legal fees and expenses in a designated escrow account in an amount determined by the joint decision of the College's legal counsel and the College's insurance consortium's Executive Director, in consultation with the affected school district.. Throughout the pendency of any dispute resolution, including any appellate litigation, the amount in the escrow account shall not be less than an amount determined by the joint decision of the College's legal counsel and the College's insurance consortium's Executive Director, in consultation with the affected school district.
- d. Responsibilities of Parties - Each School Entity and Municipality covenants and agrees, to the extent permitted by law, that each Party shall be solely responsible for any act, omission, or failure to act by said Party or its respective employees or agents, in the course of providing assistance to another Party, declining to provide assistance when requested, or during the course of an evacuation and use of the Facility pursuant to this Agreement and shall, in all cases, provide comprehensive indemnification to Triton College for the actions or non-actions of any party associated with a School Entity or Municipality who is or was or present on Triton's campus for a reason related to or arising from the Reunification Plan.



- e. None of the Parties waive or relinquish any immunity or defense on behalf of itself, its trustees, members, officers, employees, or agents because of the execution of this Agreement and the performance of the covenants and agreements contained herein.

For purposes of this Section 7, “liability” means liabilities, losses, damages, claims, demands, judgments, causes of action, costs, expenses, and reasonable attorneys’ fees. Further, “party” means the participating School Entities and referenced Municipalities and does not, under any construction of these terms, include Triton College or imply any responsibilities, obligations, costs or potential liabilities upon Triton College by virtue of serving as a physical location for implementation of the Reunification Plan. Notwithstanding anything to the contrary, nothing in this Agreement voids or limits any liability protection established by law or any existing insurance coverage of the Party. Nothing in this Agreement shall create a duty or liability to any person or entity which is not a party to this Agreement or diminish any liability protection for the benefit of the Parties as established by law or afforded by any Party’s insurance coverage.

8. Withdrawal of a Party.

Each party retains the right to withdraw from this Agreement at any time, without cause, with ninety (90) days advance written notice to each of the other Parties. In the event Triton determines it is no longer willing to provide a reunification location, all references to Triton College shall be stricken from this Agreement and the School Entities shall be determine appropriate next steps to seek an alternative location.

9. Amendment and Termination.

- a. This Agreement may be amended by the mutual written agreement of all parties. Any School Entity that votes against an amendment to the Agreement shall have the option to immediately withdraw, or alternatively, may choose to remain a party to the Agreement under the amended terms and conditions.
- b. Any amendment to this Agreement shall be signed by the authorized agent of each party, in their official capacity only.

10. Choice of Law & Venue – This Agreement shall be governed by Illinois law and mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Cook County, Illinois.

11. Effective Date and Signature in Counterparts. This Agreement shall be deemed dated and become effective when Triton’s authorized agent has approved and signed the Agreement after receiving the Agreement signed and dated in counterpart from the authorized agents of all of the other Parties.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Triton College

By: \_\_\_\_\_  
Mark R. Stephens, Board Chairman

Attest: \_\_\_\_\_  
Tracy Jennings, Board Secretary

Executed as of this 8 day of August, 2024

Mannheim District 83.  
Name of Municipality or School Entity

By: Marianne Anderson

Attest: \_\_\_\_\_

## **Intergovernmental Cooperation Agreement for Student and Family Reunification in a Crisis**

This Intergovernmental Agreement (“IGA”), executed under the authority granted by Article VII, Section of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, for the purpose of providing emergency evacuation and reunification site location is entered into between the Villages of River Grove and Melrose Park, each acting by and through its Police Chief (the “Municipalities” and) Rosemont School District 78, Schiller Park School District 81, Mannheim School District 83, Franklin Park School District 84, Rhodes School District 84.5, River Grove School District 85.5, Berkeley School District 87, Leyden School District 212, Elmwood Park School District 401, and LASEC Special Education Cooperative (the “School Entity or “School Entities”), acting by and through their individual Boards of Education, together referred to as “Parties.” Community College District 504, commonly known as Triton College (“College” or “Triton”), acting by and through its Board of Trustees, shall be signatory to this IGA solely for the purpose of granting permission for the School Entities (and Municipalities) to utilize College property in certain limited situations as provided herein as a courtesy, and Triton, through the Triton College Police Department, shall remain in full control of all Triton property, both real and personal, at all times during use by the School Entities regardless of the actions or events necessitating such use and any and all actions of the School Entities, its employees, students or parents shall be the sole and absolute responsibility of the School Entities.

### **RECITALS**

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement to give the School Entities access to the College property, limited to either the Gymnasium or the Cafeteria, or a different assigned campus spaces determined by the College, in its sole discretion, to be available (the “Facility”), located at the commonly known address of 2000 North Fifth Avenue, River Grove IL as an emergency overflow evacuation shelter and reunification site in the event of a school incident or other emergency which requires any District campus to perform a site evacuation or establish a location for reunification of students with their families; and

WHEREAS, the Parties find that entering into such an Agreement serves a public purpose and enhances the safety of the students who either live within Triton’s district or attend one of the School Entities.

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

1. **Purposes.** The purposes of this Agreement are to establish a facility (the “Facility”) at Triton, subject to space availability, to which students from any of the School Entities, subject to the limitations as set forth herein, which may be revoked or otherwise limited by Triton at any time and with no advance notice, can be transported by their respective schools in a crisis situation for reunification with their parents, guardians or other persons responsible for their welfare (“Family”) and for the School Entities to provide mutual assistance when one or more of them are using the Facility.
2. **Administration.** This Agreement shall be administered by the Superintendents and Executive Director (the “School Leaders”) of the School Entities, Triton’s President or their designees, and, to the limited extent necessary, the Police Chiefs of River Grove and Melrose Park. Police Personnel and School leaders have met and agreed upon a Reunification Plan, which

establishes the necessary operating procedures for School leaders to safely manage student departure from Triton, which shall be incorporated by reference herein. Triton College, which receives no benefit from providing access to the campus property, shall have no responsibility or liability for the adequacy or effectiveness of said plan, and shall serve solely as a physical location for the implementation of the plan without any obligation of implementation or evaluation. School Leaders and Municipalities shall also meet annually to update and review the plan and any changes. Such changes shall be conveyed to Triton, as the evacuation location, and Triton shall provide written confirmation, through an authorized agent, whether Triton is willing to remain an evacuation location.

3. The Facility. The Facility has been predetermined by the Parties to:
  - a. Have sufficient space to serve the function of the reunification process as identified by school leaders and Triton, limited to no more than two (2) of the individual School Entities on Triton's campus for the purpose of reunification at any one time.
  - b. Have user access to restrooms, parking for school buses and staff and Family vehicles as appropriate to achieve the purposes of this Agreement.
  - c. Triton shall have stored on its property, in a location determined solely by College personnel, a trailer less than 16 feet in length and 8 feet in width, belonging to one or more of the School Entities involved in this Agreement. The trailer shall contain all signage, paperwork and equipment for any of the School Entities who are a party to this Agreement to implement its reunification plan. The School Entities shall be solely responsible for all necessary maintenance of the trailer and shall make arrangements to move the trailer upon Triton's request.
  - d. Subject to availability, for use within sixty (60) minutes notice from any of the School Entities of the need to use the Facility for up to twelve (12) hours. Triton shall make every reasonable effort to make the Facility available for up to two (2) School Entities, but shall be entitled, within its sole reasonable discretion, to limit access to the Triton campus and the Facilities at any time throughout the term of this Agreement.
  - e. Be provided at no cost to the School Entities, except to the extent that Triton incurs actual out of pocket expenses as a result of the use or presence of the School Entities, or any party affiliated with the School Entities, including but not limited to School Entity employees, students, parents, and law enforcement personnel supporting the use of School Entities. All such costs shall be immediately reimbursed to Triton within ten (10) business days.
  - f. The space available to be utilized shall be designated by Triton, upon the request of the School Entity in need. Triton maintains the sole discretion to determine whether the Facility is available, and if so, the particular location to be used on Triton property. The provided location may be altered or canceled by Triton, at any time, prior to or during the actual use of Triton's campus.
  - g. Triton may, in its discretion, continue all regular operations during any use of the School Entities, including but not limited to classes, as scheduled. School Entities should expect and plan for the presence of College Staff, College students, other members of the District community utilizing College services, as well as their vehicles being present on Triton's Campus throughout the re-unification process. However, neither Triton or any trustee,

officer, employee or agent of Triton shall be in any way responsible for the implementation, execution, or safety of the School Entities, or their employees, students, parents, or invitees and the School Entities shall indemnify Triton, its trustees, officers, employees and agents for any liability that may arise from or be related to the use of Triton property. At all times while present on Triton property, School Entities shall be subject to the direction of the Triton College Police Department and Triton College officers, trustees, employees and agents with regard to the use or non-use of any Triton College property or facility.

4. Assistance. As soon as reasonably possible after a School Entity in crisis gives notice to Triton of the need for the use of the Facility, Triton will determine availability within twenty (20) minutes and respond to the requesting entity. The School Entity may also request assistance (“Assistance”) from one or more of the School Entities. Assistance from School Entities may be in the form of transportation, personnel, equipment and supplies or other service necessary to meet the purposes of this Agreement. It is expressly understood that Triton’s Assistance under this Agreement is limited to the provision of the Facility, as set forth in paragraph 3 above, and shall be provided in Triton’s sole reasonable discretion, and that such permissive use may be revoked at any time. The School Entities from which assistance is requested must promptly respond to the request and make a good faith effort to provide the requested Assistance, provided that the decision whether, or the extent to which, to provide assistance is discretionary.
5. Traffic, Safety and Security. Upon the determination by a School Entity that use of the Facility is warranted, and such use has been approved by Triton, Triton College, or the Triton College Police Department, will notify River Grove and Melrose Park Police Departments of the activation of the plan and indicating that the impacted School Entity is requesting assistance from local law enforcement agencies. The affected School Entity and designated local law enforcement agencies shall provide the necessary assistance for traffic management between the School Entity and Triton, as well as all actions necessary to maintain safe conditions for School Entity parties, and during the process of reunification at the Facility. The Triton College Police Department shall have no responsibilities to provide any additional support throughout the School Entity’s use of the Facility and School Entities shall be solely responsible for all actions taken by responding agencies on Triton’s campus. The Triton College Police Department shall maintain sole and absolute authority for the safety of Triton’s campus and Triton personnel, and all orders and requests made by Triton College Police during the School Entities use of Facility shall be immediately implemented.
6. Reunification Plan

The Parties shall cooperate to create a mutual Reunification Plan, which is attached hereto and made a part hereof, to be utilized in any event requiring an off-site evacuation of any School Entity students. The plan shall include, at a minimum, the following obligations:

- a. All public health and safety obligations shall be the sole responsibility of the impacted School Entity and the appropriately designated local law enforcement agency;
- b. The College shall make logistical information, including maps and site plans, available to all Parties to allow for appropriate planning; and
- c. The School Entities shall cooperate to make any technology based communication systems functional while on College property without any necessary access or services of College systems.

- d. Upon completion of the Reunification Plan, the Parties shall meet, at least annually, to discuss any necessary updates or amendments to the Plan.

The reunification plan and this Intergovernmental Agreement shall be considered confidential to the fullest extent under the law, with particular reference to 5 ILCS 140/7(1)(d)(vi), including the fact that Triton will be the location of participating School Entity Reunification.

## 7. Insurance and Liability.

- a. Each School Entity and Municipality is responsible for obtaining and maintaining insurance coverage for its participation under this Agreement, which shall be primary, and which shall waive subrogation against all other Parties. Each Party shall be responsible for Workers' Compensation insurance coverage of, and liability for, the Party's employees who participate in the use of the Facilities or provide assistance.
- b. Each School Entity shall be solely responsible for the actions, or non-actions, of their own staff, faculty, agents, and students at all times during the course of this Agreement, while on the property of Triton College. In the event of any damage to the College, including any damage that occurs as a result of the School Entities equipment maintained on Triton's campus, the School Entity utilizing Triton's Facility shall be responsible for all costs of repair, ordinary wear and tear excepted, and any legal fees incurred as a result of the actions, non-actions, or presence of the School Entities equipment.
- c. The School Entity utilizing Triton's Facility agrees to hold harmless and indemnify the College, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities (together "liabilities") imposed upon or incurred by or asserted against the College, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, in any way arising from or related to the use of College facilities for evacuation, reunification, or any other events related to this Agreement. In the event of a claim against the College arising from such use, the School Entity shall immediately tender provisional payment to the College for legal fees and expenses in a designated escrow account in an amount determined by the joint decision of the College's legal counsel and the College's insurance consortium's Executive Director, in consultation with the affected school district.. Throughout the pendency of any dispute resolution, including any appellate litigation, the amount in the escrow account shall not be less than an amount determined by the joint decision of the College's legal counsel and the College's insurance consortium's Executive Director, in consultation with the affected school district.
- d. Responsibilities of Parties - Each School Entity and Municipality covenants and agrees, to the extent permitted by law, that each Party shall be solely responsible for any act, omission, or failure to act by said Party or its respective employees or agents, in the course of providing assistance to another Party, declining to provide assistance when requested, or during the course of an evacuation and use of the Facility pursuant to this Agreement and shall, in all cases, provide comprehensive indemnification to Triton College for the actions or non-actions of any party associated with a School Entity or Municipality who is or was or present on Triton's campus for a reason related to or arising from the Reunification Plan.

- e. None of the Parties waive or relinquish any immunity or defense on behalf of itself, its trustees, members, officers, employees, or agents because of the execution of this Agreement and the performance of the covenants and agreements contained herein.

For purposes of this Section 7, “liability” means liabilities, losses, damages, claims, demands, judgments, causes of action, costs, expenses, and reasonable attorneys’ fees. Further, “party” means the participating School Entities and referenced Municipalities and does not, under any construction of these terms, include Triton College or imply any responsibilities, obligations, costs or potential liabilities upon Triton College by virtue of serving as a physical location for implementation of the Reunification Plan. Notwithstanding anything to the contrary, nothing in this Agreement voids or limits any liability protection established by law or any existing insurance coverage of the Party. Nothing in this Agreement shall create a duty or liability to any person or entity which is not a party to this Agreement or diminish any liability protection for the benefit of the Parties as established by law or afforded by any Party’s insurance coverage.

8. Withdrawal of a Party.

Each party retains the right to withdraw from this Agreement at any time, without cause, with ninety (90) days advance written notice to each of the other Parties. In the event of Triton determines it is no longer willing to provide a reunification location, all references to Triton College shall be stricken from this Agreement and the School Entities shall be determine appropriate next steps to seek an alternative location.

9. Amendment and Termination.

- a. This Agreement may be amended by the mutual written agreement of all parties. Any School Entity that votes against an amendment to the Agreement shall have the option to immediately withdraw, or alternatively, may choose to remain a party to the Agreement under the amended terms and conditions.

- b. Any amendment to this Agreement shall be signed by the authorized agent of each party, in their official capacity only.

10. Choice of Law & Venue – This Agreement shall be governed by Illinois law and mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Cook County, Illinois.

11. Effective Date and Signature in Counterparts. This Agreement shall be deemed dated and become effective when Triton’s authorized agent has approved and signed the Agreement after receiving the Agreement signed and dated in counterpart from the authorized agents of all of the other Parties.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Triton College

By: \_\_\_\_\_  
Mark R. Stephens, Board Chairman

Attest: \_\_\_\_\_  
Tracy Jennings, Board Secretary

Executed as of this 21st day of August, 2024

Franklin Park School District 84  
Name of Municipality or School Entity

By:  \_\_\_\_\_

Attest:  \_\_\_\_\_



## **Intergovernmental Cooperation Agreement for Student and Family Reunification in a Crisis**

This Intergovernmental Agreement ("IGA"), executed under the authority granted by Article VII, Section of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, for the purpose of providing emergency evacuation and reunification site location is entered into between the Villages of River Grove and Melrose Park, each acting by and through its Police Chief (the "Municipalities" and) Rosemont School District 78, Schiller Park School District 81, Mannheim School District 83, Franklin Park School District 84, Rhodes School District 84.5, River Grove School District 85.5, Berkeley School District 87, Leyden School District 212, Elmwood Park School District 401, and LASEC Special Education Cooperative (the "School Entity or "School Entities"), acting by and through their individual Boards of Education, together referred to as "Parties." Community College District 504, commonly known as Triton College ("College" or "Triton"), acting by and through its Board of Trustees, shall be signatory to this IGA solely for the purpose of granting permission for the School Entities (and Municipalities) to utilize College property in certain limited situations as provided herein as a courtesy, and Triton, through the Triton College Police Department, shall remain in full control of all Triton property, both real and personal, at all times during use by the School Entities regardless of the actions or events necessitating such use and any and all actions of the School Entities, its employees, students or parents shall be the sole and absolute responsibility of the School Entities.

### **RECITALS**

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement to give the School Entities access to the College property, limited to either the Gymnasium or the Cafeteria, or a different assigned campus spaces determined by the College, in its sole discretion, to be available (the "Facility"), located at the commonly known address of 2000 North Fifth Avenue, River Grove IL as an emergency overflow evacuation shelter and reunification site in the event of a school incident or other emergency which requires any District campus to perform a site evacuation or establish a location for reunification of students with their families; and

WHEREAS, the Parties find that entering into such an Agreement serves a public purpose and enhances the safety of the students who either live within Triton's district or attend one of the School Entities.

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

1. **Purposes.** The purposes of this Agreement are to establish a facility (the "Facility") at Triton, subject to space availability, to which students from any of the School Entities, subject to the limitations as set forth herein, which may be revoked or otherwise limited by Triton at any time and with no advance notice, can be transported by their respective schools in a crisis situation for reunification with their parents, guardians or other persons responsible for their welfare ("Family") and for the School Entities to provide mutual assistance when one or more of them are using the Facility.
2. **Administration.** This Agreement shall be administered by the Superintendents and Executive Director (the "School Leaders") of the School Entities, Triton's President or their designees, and, to the limited extent necessary, the Police Chiefs of River Grove and Melrose Park. Police Personnel and School leaders have met and agreed upon a Reunification Plan, which

establishes the necessary operating procedures for School leaders to safely manage student departure from Triton, which shall be incorporated by reference herein. Triton College, which receives no benefit from providing access to the campus property, shall have no responsibility or liability for the adequacy or effectiveness of said plan, and shall serve solely as a physical location for the implementation of the plan without any obligation of implementation or evaluation. School Leaders and Municipalities shall also meet annually to update and review the plan and any changes. Such changes shall be conveyed to Triton, as the evacuation location, and Triton shall provide written confirmation, through an authorized agent, whether Triton is willing to remain an evacuation location.

3. **The Facility.** The Facility has been predetermined by the Parties to:
  - a. Have sufficient space to serve the function of the reunification process as identified by school leaders and Triton, limited to no more than two (2) of the individual School Entities on Triton's campus for the purpose of reunification at any one time.
  - b. Have user access to restrooms, parking for school buses and staff and Family vehicles as appropriate to achieve the purposes of this Agreement.
  - c. Triton shall have stored on its property, in a location determined solely by College personnel, a trailer less than 16 feet in length and 8 feet in width, belonging to one or more of the School Entities involved in this Agreement. The trailer shall contain all signage, paperwork and equipment for any of the School Entities who are a party to this Agreement to implement its reunification plan. The School Entities shall be solely responsible for all necessary maintenance of the trailer and shall make arrangements to move the trailer upon Triton's request.
  - d. Subject to availability, for use within sixty (60) minutes notice from any of the School Entities of the need to use the Facility for up to twelve (12) hours. Triton shall make every reasonable effort to make the Facility available for up to two (2) School Entities, but shall be entitled, within its sole reasonable discretion, to limit access to the Triton campus and the Facilities at any time throughout the term of this Agreement.
  - e. Be provided at no cost to the School Entities, except to the extent that Triton incurs actual out of pocket expenses as a result of the use or presence of the School Entities, or any party affiliated with the School Entities, including but not limited to School Entity employees, students, parents, and law enforcement personnel supporting the use of School Entities. All such costs shall be immediately reimbursed to Triton within ten (10) business days.
  - f. The space available to be utilized shall be designated by Triton, upon the request of the School Entity in need. Triton maintains the sole discretion to determine whether the Facility is available, and if so, the particular location to be used on Triton property. The provided location may be altered or canceled by Triton, at any time, prior to or during the actual use of Triton's campus.
  - g. Triton may, in its discretion, continue all regular operations during any use of the School Entities, including but not limited to classes, as scheduled. School Entities should expect and plan for the presence of College Staff, College students, other members of the District community utilizing College services, as well as their vehicles being present on Triton's Campus throughout the re-unification process. However, neither Triton or any trustee,

officer, employee or agent of Triton shall be in any way responsible for the implementation, execution, or safety of the School Entities, or their employees, students, parents, or invitees and the School Entities shall indemnify Triton, its trustees, officers, employees and agents for any liability that may arise from or be related to the use of Triton property. At all times while present on Triton property, School Entities shall be subject to the direction of the Triton College Police Department and Triton College officers, trustees, employees and agents with regard to the use or non-use of any Triton College property or facility.

4. **Assistance.** As soon as reasonably possible after a School Entity in crisis gives notice to Triton of the need for the use of the Facility, Triton will determine availability within twenty (20) minutes and respond to the requesting entity. The School Entity may also request assistance ("Assistance") from one or more of the School Entities. Assistance from School Entities may be in the form of transportation, personnel, equipment and supplies or other service necessary to meet the purposes of this Agreement. It is expressly understood that Triton's Assistance under this Agreement is limited to the provision of the Facility, as set forth in paragraph 3 above, and shall be provided in Triton's sole reasonable discretion, and that such permissive use may be revoked at any time. The School Entities from which assistance is requested must promptly respond to the request and make a good faith effort to provide the requested Assistance, provided that the decision whether, or the extent to which, to provide assistance is discretionary.
5. **Traffic, Safety and Security.** Upon the determination by a School Entity that use of the Facility is warranted, and such use has been approved by Triton, Triton College, or the Triton College Police Department, will notify River Grove and Melrose Park Police Departments of the activation of the plan and indicating that the impacted School Entity is requesting assistance from local law enforcement agencies. The affected School Entity and designated local law enforcement agencies shall provide the necessary assistance for traffic management between the School Entity and Triton, as well as all actions necessary to maintain safe conditions for School Entity parties, and during the process of reunification at the Facility. The Triton College Police Department shall have no responsibilities to provide any additional support throughout the School Entity's use of the Facility and School Entities shall be solely responsible for all actions taken by responding agencies on Triton's campus. The Triton College Police Department shall maintain sole and absolute authority for the safety of Triton's campus and Triton personnel, and all orders and requests made by Triton College Police during the School Entities use of Facility shall be immediately implemented.
6. **Reunification Plan**

The Parties shall cooperate to create a mutual Reunification Plan, which is attached hereto and made a part hereof, to be utilized in any event requiring an off-site evacuation of any School Entity students. The plan shall include, at a minimum, the following obligations:

- a. All public health and safety obligations shall be the sole responsibility of the impacted School Entity and the appropriately designated local law enforcement agency;
- b. The College shall make logistical information, including maps and site plans, available to all Parties to allow for appropriate planning; and
- c. The School Entities shall cooperate to make any technology based communication systems functional while on College property without any necessary access or services of College systems.

- d. Upon completion of the Reunification Plan, the Parties shall meet, at least annually, to discuss any necessary updates or amendments to the Plan.

The reunification plan and this Intergovernmental Agreement shall be considered confidential to the fullest extent under the law, with particular reference to 5 ILCS 140/7(1)(d)(vi), including the fact that Triton will be the location of participating School Entity Reunification.

## 7. Insurance and Liability.

- a. Each School Entity and Municipality is responsible for obtaining and maintaining insurance coverage for its participation under this Agreement, which shall be primary, and which shall waive subrogation against all other Parties. Each Party shall be responsible for Workers' Compensation insurance coverage of, and liability for, the Party's employees who participate in the use of the Facilities or provide assistance.
- b. Each School Entity shall be solely responsible for the actions, or non-actions, of their own staff, faculty, agents, and students at all times during the course of this Agreement, while on the property of Triton College. In the event of any damage to the College, including any damage that occurs as a result of the School Entities equipment maintained on Triton's campus, the School Entity utilizing Triton's Facility shall be responsible for all costs of repair, ordinary wear and tear excepted, and any legal fees incurred as a result of the actions, non-actions, or presence of the School Entities equipment.
- c. The School Entity utilizing Triton's Facility agrees to hold harmless and indemnify the College, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities (together "liabilities") imposed upon or incurred by or asserted against the College, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, in any way arising from or related to the use of College facilities for evacuation, reunification, or any other events related to this Agreement. In the event of a claim against the College arising from such use, the School Entity shall immediately tender provisional payment to the College for legal fees and expenses in a designated escrow account in an amount determined by the joint decision of the College's legal counsel and the College's insurance consortium's Executive Director, in consultation with the affected school district.. Throughout the pendency of any dispute resolution, including any appellate litigation, the amount in the escrow account shall not be less than an amount determined by the joint decision of the College's legal counsel and the College's insurance consortium's Executive Director, in consultation with the affected school district.
- d. Responsibilities of Parties - Each School Entity and Municipality covenants and agrees, to the extent permitted by law, that each Party shall be solely responsible for any act, omission, or failure to act by said Party or its respective employees or agents, in the course of providing assistance to another Party, declining to provide assistance when requested, or during the course of an evacuation and use of the Facility pursuant to this Agreement and shall, in all cases, provide comprehensive indemnification to Triton College for the actions or non-actions of any party associated with a School Entity or Municipality who is or was or present on Triton's campus for a reason related to or arising from the Reunification Plan.

- e. None of the Parties waive or relinquish any immunity or defense on behalf of itself, its trustees, members, officers, employees, or agents because of the execution of this Agreement and the performance of the covenants and agreements contained herein.

For purposes of this Section 7, "liability" means liabilities, losses, damages, claims, demands, judgments, causes of action, costs, expenses, and reasonable attorneys' fees. Further, "party" means the participating School Entities and referenced Municipalities and does not, under any construction of these terms, include Triton College or imply any responsibilities, obligations, costs or potential liabilities upon Triton College by virtue of serving as a physical location for implementation of the Reunification Plan. Notwithstanding anything to the contrary, nothing in this Agreement voids or limits any liability protection established by law or any existing insurance coverage of the Party. Nothing in this Agreement shall create a duty or liability to any person or entity which is not a party to this Agreement or diminish any liability protection for the benefit of the Parties as established by law or afforded by any Party's insurance coverage.

8. **Withdrawal of a Party.**

Each party retains the right to withdraw from this Agreement at any time, without cause, with ninety (90) days advance written notice to each of the other Parties. In the event of Triton determines it is no longer willing to provide a reunification location, all references to Triton College shall be stricken from this Agreement and the School Entities shall be determine appropriate next steps to seek an alternative location.

9. **Amendment and Termination.**

- a. This Agreement may be amended by the mutual written agreement of all parties. Any School Entity that votes against an amendment to the Agreement shall have the option to immediately withdraw, or alternatively, may choose to remain a party to the Agreement under the amended terms and conditions.

- b. Any amendment to this Agreement shall be signed by the authorized agent of each party, in their official capacity only.

10. **Choice of Law & Venue – This Agreement shall be governed by Illinois law and mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Cook County, Illinois.**

11. **Effective Date and Signature in Counterparts. This Agreement shall be deemed dated and become effective when Triton's authorized agent has approved and signed the Agreement after receiving the Agreement signed and dated in counterpart from the authorized agents of all of the other Parties.**

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Triton College

By: \_\_\_\_\_  
Mark R. Stephens, Board Chairman

Attest: \_\_\_\_\_  
Tracy Jennings, Board Secretary

Executed as of this 5<sup>th</sup> day of August, 2024

Rhodes School District 84.5  
Name of Municipality or School Entity

By: Janice Roeder

Attest: Janice G. Roeder

## **Intergovernmental Cooperation Agreement for Student and Family Reunification in a Crisis**

This Intergovernmental Agreement (“IGA”), executed under the authority granted by Article VII, Section of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, for the purpose of providing emergency evacuation and reunification site location is entered into between the Villages of River Grove and Melrose Park, each acting by and through its Police Chief (the “Municipalities” and) Rosemont School District 78, Schiller Park School District 81, Mannheim School District 83, Franklin Park School District 84, Rhodes School District 84.5, River Grove School District 85.5, Berkeley School District 87, Leyden School District 212, Elmwood Park School District 401, and LASEC Special Education Cooperative (the “School Entity or “School Entities”), acting by and through their individual Boards of Education, together referred to as “Parties.” Community College District 504, commonly known as Triton College (“College” or “Triton”), acting by and through its Board of Trustees, shall be signatory to this IGA solely for the purpose of granting permission for the School Entities (and Municipalities) to utilize College property in certain limited situations as provided herein as a courtesy, and Triton, through the Triton College Police Department, shall remain in full control of all Triton property, both real and personal, at all times during use by the School Entities regardless of the actions or events necessitating such use and any and all actions of the School Entities, its employees, students or parents shall be the sole and absolute responsibility of the School Entities.

### RECITALS

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement to give the School Entities access to the College property, limited to either the Gymnasium or the Cafeteria, or a different assigned campus spaces determined by the College, in its sole discretion, to be available (the “Facility”), located at the commonly known address of 2000 North Fifth Avenue, River Grove IL as an emergency overflow evacuation shelter and reunification site in the event of a school incident or other emergency which requires any District campus to perform a site evacuation or establish a location for reunification of students with their families; and

WHEREAS, the Parties find that entering into such an Agreement serves a public purpose and enhances the safety of the students who either live within Triton’s district or attend one of the School Entities.

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

1. **Purposes.** The purposes of this Agreement are to establish a facility (the “Facility”) at Triton, subject to space availability, to which students from any of the School Entities, subject to the limitations as set forth herein, which may be revoked or otherwise limited by Triton at any time and with no advance notice, can be transported by their respective schools in a crisis situation for reunification with their parents, guardians or other persons responsible for their welfare (“Family”) and for the School Entities to provide mutual assistance when one or more of them are using the Facility.
2. **Administration.** This Agreement shall be administered by the Superintendents and Executive Director (the “School Leaders”) of the School Entities, Triton’s President or their designees, and, to the limited extent necessary, the Police Chiefs of River Grove and Melrose Park. Police Personnel and School leaders have met and agreed upon a Reunification Plan, which

establishes the necessary operating procedures for School leaders to safely manage student departure from Triton, which shall be incorporated by reference herein. Triton College, which receives no benefit from providing access to the campus property, shall have no responsibility or liability for the adequacy or effectiveness of said plan, and shall serve solely as a physical location for the implementation of the plan without any obligation of implementation or evaluation. School Leaders and Municipalities shall also meet annually to update and review the plan and any changes. Such changes shall be conveyed to Triton, as the evacuation location, and Triton shall provide written confirmation, through an authorized agent, whether Triton is willing to remain an evacuation location.

3. The Facility. The Facility has been predetermined by the Parties to:
  - a. Have sufficient space to serve the function of the reunification process as identified by school leaders and Triton, limited to no more than two (2) of the individual School Entities on Triton's campus for the purpose of reunification at any one time.
  - b. Have user access to restrooms, parking for school buses and staff and Family vehicles as appropriate to achieve the purposes of this Agreement.
  - c. Triton shall have stored on its property, in a location determined solely by College personnel, a trailer less than 16 feet in length and 8 feet in width, belonging to one or more of the School Entities involved in this Agreement. The trailer shall contain all signage, paperwork and equipment for any of the School Entities who are a party to this Agreement to implement its reunification plan. The School Entities shall be solely responsible for all necessary maintenance of the trailer and shall make arrangements to move the trailer upon Triton's request.
  - d. Subject to availability, for use within sixty (60) minutes notice from any of the School Entities of the need to use the Facility for up to twelve (12) hours. Triton shall make every reasonable effort to make the Facility available for up to two (2) School Entities, but shall be entitled, within its sole reasonable discretion, to limit access to the Triton campus and the Facilities at any time throughout the term of this Agreement.
  - e. Be provided at no cost to the School Entities, except to the extent that Triton incurs actual out of pocket expenses as a result of the use or presence of the School Entities, or any party affiliated with the School Entities, including but not limited to School Entity employees, students, parents, and law enforcement personnel supporting the use of School Entities. All such costs shall be immediately reimbursed to Triton within ten (10) business days.
  - f. The space available to be utilized shall be designated by Triton, upon the request of the School Entity in need. Triton maintains the sole discretion to determine whether the Facility is available, and if so, the particular location to be used on Triton property. The provided location may be altered or canceled by Triton, at any time, prior to or during the actual use of Triton's campus.
  - g. Triton may, in its discretion, continue all regular operations during any use of the School Entities, including but not limited to classes, as scheduled. School Entities should expect and plan for the presence of College Staff, College students, other members of the District community utilizing College services, as well as their vehicles being present on Triton's Campus throughout the re-unification process. However, neither Triton or any trustee,



officer, employee or agent of Triton shall be in any way responsible for the implementation, execution, or safety of the School Entities, or their employees, students, parents, or invitees and the School Entities shall indemnify Triton, its trustees, officers, employees and agents for any liability that may arise from or be related to the use of Triton property. At all times while present on Triton property, School Entities shall be subject to the direction of the Triton College Police Department and Triton College officers, trustees, employees and agents with regard to the use or non-use of any Triton College property or facility.

4. Assistance. As soon as reasonably possible after a School Entity in crisis gives notice to Triton of the need for the use of the Facility, Triton will determine availability within twenty (20) minutes and respond to the requesting entity. The School Entity may also request assistance (“Assistance”) from one or more of the School Entities. Assistance from School Entities may be in the form of transportation, personnel, equipment and supplies or other service necessary to meet the purposes of this Agreement. It is expressly understood that Triton’s Assistance under this Agreement is limited to the provision of the Facility, as set forth in paragraph 3 above, and shall be provided in Triton’s sole reasonable discretion, and that such permissive use may be revoked at any time. The School Entities from which assistance is requested must promptly respond to the request and make a good faith effort to provide the requested Assistance, provided that the decision whether, or the extent to which, to provide assistance is discretionary.
5. Traffic, Safety and Security. Upon the determination by a School Entity that use of the Facility is warranted, and such use has been approved by Triton, Triton College, or the Triton College Police Department, will notify River Grove and Melrose Park Police Departments of the activation of the plan and indicating that the impacted School Entity is requesting assistance from local law enforcement agencies. The affected School Entity and designated local law enforcement agencies shall provide the necessary assistance for traffic management between the School Entity and Triton, as well as all actions necessary to maintain safe conditions for School Entity parties, and during the process of reunification at the Facility. The Triton College Police Department shall have no responsibilities to provide any additional support throughout the School Entity’s use of the Facility and School Entities shall be solely responsible for all actions taken by responding agencies on Triton’s campus. The Triton College Police Department shall maintain sole and absolute authority for the safety of Triton’s campus and Triton personnel, and all orders and requests made by Triton College Police during the School Entities use of Facility shall be immediately implemented.
6. Reunification Plan

The Parties shall cooperate to create a mutual Reunification Plan, which is attached hereto and made a part hereof, to be utilized in any event requiring an off-site evacuation of any School Entity students. The plan shall include, at a minimum, the following obligations:

- a. All public health and safety obligations shall be the sole responsibility of the impacted School Entity and the appropriately designated local law enforcement agency;
- b. The College shall make logistical information, including maps and site plans, available to all Parties to allow for appropriate planning; and
- c. The School Entities shall cooperate to make any technology based communication systems functional while on College property without any necessary access or services of College systems.

- d. Upon completion of the Reunification Plan, the Parties shall meet, at least annually, to discuss any necessary updates or amendments to the Plan.

The reunification plan and this Intergovernmental Agreement shall be considered confidential to the fullest extent under the law, with particular reference to 5 ILCS 140/7(1)(d)(vi), including the fact that Triton will be the location of participating School Entity Reunification.

## 7. Insurance and Liability.

- a. Each School Entity and Municipality is responsible for obtaining and maintaining insurance coverage for its participation under this Agreement, which shall be primary, and which shall waive subrogation against all other Parties. Each Party shall be responsible for Workers' Compensation insurance coverage of, and liability for, the Party's employees who participate in the use of the Facilities or provide assistance.
- b. Each School Entity shall be solely responsible for the actions, or non-actions, of their own staff, faculty, agents, and students at all times during the course of this Agreement, while on the property of Triton College. In the event of any damage to the College, including any damage that occurs as a result of the School Entities equipment maintained on Triton's campus, the School Entity utilizing Triton's Facility shall be responsible for all costs of repair, ordinary wear and tear excepted, and any legal fees incurred as a result of the actions, non-actions, or presence of the School Entities equipment.
- c. The School Entity utilizing Triton's Facility agrees to hold harmless and indemnify the College, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities (together "liabilities") imposed upon or incurred by or asserted against the College, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, in any way arising from or related to the use of College facilities for evacuation, reunification, or any other events related to this Agreement. In the event of a claim against the College arising from such use, the School Entity shall immediately tender provisional payment to the College for legal fees and expenses in a designated escrow account in an amount determined by the joint decision of the College's legal counsel and the College's insurance consortium's Executive Director, in consultation with the affected school district.. Throughout the pendency of any dispute resolution, including any appellate litigation, the amount in the escrow account shall not be less than an amount determined by the joint decision of the College's legal counsel and the College's insurance consortium's Executive Director, in consultation with the affected school district.
- d. Responsibilities of Parties - Each School Entity and Municipality covenants and agrees, to the extent permitted by law, that each Party shall be solely responsible for any act, omission, or failure to act by said Party or its respective employees or agents, in the course of providing assistance to another Party, declining to provide assistance when requested, or during the course of an evacuation and use of the Facility pursuant to this Agreement and shall, in all cases, provide comprehensive indemnification to Triton College for the actions or non-actions of any party associated with a School Entity or Municipality who is or was or present on Triton's campus for a reason related to or arising from the Reunification Plan.

- e. None of the Parties waive or relinquish any immunity or defense on behalf of itself, its trustees, members, officers, employees, or agents because of the execution of this Agreement and the performance of the covenants and agreements contained herein.

For purposes of this Section 7, “liability” means liabilities, losses, damages, claims, demands, judgments, causes of action, costs, expenses, and reasonable attorneys’ fees. Further, “party” means the participating School Entities and referenced Municipalities and does not, under any construction of these terms, include Triton College or imply any responsibilities, obligations, costs or potential liabilities upon Triton College by virtue of serving as a physical location for implementation of the Reunification Plan. Notwithstanding anything to the contrary, nothing in this Agreement voids or limits any liability protection established by law or any existing insurance coverage of the Party. Nothing in this Agreement shall create a duty or liability to any person or entity which is not a party to this Agreement or diminish any liability protection for the benefit of the Parties as established by law or afforded by any Party’s insurance coverage.

8. Withdrawal of a Party.

Each party retains the right to withdraw from this Agreement at any time, without cause, with ninety (90) days advance written notice to each of the other Parties. In the event of Triton determines it is no longer willing to provide a reunification location, all references to Triton College shall be stricken from this Agreement and the School Entities shall be determine appropriate next steps to seek an alternative location.

9. Amendment and Termination.

a. This Agreement may be amended by the mutual written agreement of all parties. Any School Entity that votes against an amendment to the Agreement shall have the option to immediately withdraw, or alternatively, may choose to remain a party to the Agreement under the amended terms and conditions.

b. Any amendment to this Agreement shall be signed by the authorized agent of each party, in their official capacity only.

10. Choice of Law & Venue – This Agreement shall be governed by Illinois law and mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Cook County, Illinois.

11. Effective Date and Signature in Counterparts. This Agreement shall be deemed dated and become effective when Triton’s authorized agent has approved and signed the Agreement after receiving the Agreement signed and dated in counterpart from the authorized agents of all of the other Parties.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024

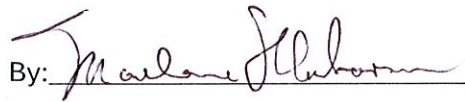
Triton College

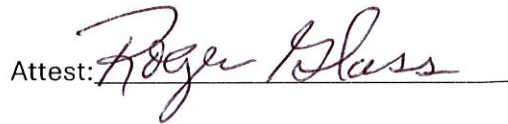
By: \_\_\_\_\_  
Mark R. Stephens, Board Chairman

Attest: \_\_\_\_\_  
Tracy Jennings, Board Secretary

Executed as of this 13<sup>th</sup> day of August, 2024

River Grove School District 85.5  
Name of Municipality or School Entity

By: 

Attest: 

**From:** [Sean Sullivan](#)  
**To:** [Colleen Rockafellow](#)  
**Cc:** [Margaret Kluz](#)  
**Subject:** FW: Berkeley  
**Date:** Thursday, August 29, 2024 4:34:20 PM

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Attach this to the A/E in place of their signature page

*Sean O'Brien Sullivan*

Vice President and Treasurer  
Triton College, District #504

708-456-0300 x3240

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**From:** Daniel Sullivan <dsullivan@berkeley87.org>  
**Sent:** Thursday, August 29, 2024 4:01 PM  
**To:** Sean Sullivan <seansullivan@triton.edu>  
**Cc:** Nick Polyak <npolyak@leyden212.org>; Colleen Rockafellow <colleenrockafellow@triton.edu>; David Katzin <dkatzin@d84.org>  
**Subject:** Re: Berkeley

**This email did not originate from the Triton College email system.  
If the source looks suspicious, do not open attachments, click on links or provide your  
credentials.**

Hi Sean, Colleen, Nick and Dave

This is Dan Sullivan, Superintendent of Berkeley School District 87. I plan to have the Board of Education approve the Triton Evacuation Site IGA at the September 23rd Berkeley School District 87 Board of Education meeting. I should be able to scan a signed copy of the IGA to you after the meeting on Monday, September 23rd. Please let me know if you have any questions. Thank you for your patience. My Board is aware of the IGA and is in support of the IGA. Unfortunately, I did NOT have the approval of the IGA on my August Board meeting agenda. That was my oversight. Thank you so much for your flexibility. I am very appreciative of the work that Dave and Nick and all of the other superintendents have done in working with you both and the entire Triton community. This is a wonderful plan and we all hope that we never have to implement it.

Regards  
Dan  
Daniel W. Sullivan, Ed.D.  
Superintendent  
Berkeley School District #87  
1200 N. Wolf Rd.

Berkeley, IL 60163  
708-449-3356  
708-547-3068 FAX

*Striving to Live My Why, Through My Role as Superintendent Each Day.*

On Thu, Aug 29, 2024 at 11:39 AM Sean Sullivan <[seansullivan@triton.edu](mailto:seansullivan@triton.edu)> wrote:

If he sends Colleen an email today indicating that they will approve on 9/23, we will set it up as if it is already approved and hand out the new back-up information immediately prior to the Board meeting. If they don't approve it on 9/23 or we don't get the signed copy on 9/23, THAT could cause a derailment for the next day and we may need to go to October.

*Sean O'Brien Sullivan*

Vice President and Treasurer  
Triton College, District #504

708-456-0300 x3240

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**From:** Nick Polyak <[npolyak@leyden212.org](mailto:npolyak@leyden212.org)>

**Sent:** Thursday, August 29, 2024 11:33 AM

**To:** Sean Sullivan <[seansullivan@triton.edu](mailto:seansullivan@triton.edu)>; Colleen Rockafellow <[colleenrockafellow@triton.edu](mailto:colleenrockafellow@triton.edu)>; David Katzin <[dkatzin@d84.org](mailto:dkatzin@d84.org)>; Dan Sullivan <[dsullivan@berkeley87.org](mailto:dsullivan@berkeley87.org)>

**Subject:** Berkeley

**This email did not originate from the Triton College email system.  
If the source looks suspicious, do not open attachments, click on links or provide your credentials.**

Hi Sean and Colleen,

I saw Dan Sullivan from Berkeley 87 this morning at a meeting. He is planning to have his Board approve the IGA on September 23rd.

It looks like your meeting is on September 24th. They are not making any changes to the language. If Dan sends you his signed copy on the 23rd or early on the 24th, are we ok to proceed with them included? It would be nice to get this all done in one action!

Then we could look for a time to meet in October with all parties. Let me know what you think.

Thanks,

Nick

Dr. Nick Polyak (he/him)  
Superintendent  
Leyden School District 212  
[Wanna Hear An Amazing Story?](#)



***This email message is intended only for the person to whom it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. Communication sent or received by Berkeley School District 87 may be subject to inspection under the Illinois Freedom of Information Act (FOIA).***

## **Intergovernmental Cooperation Agreement for Student and Family Reunification in a Crisis**

This Intergovernmental Agreement (“IGA”), executed under the authority granted by Article VII, Section of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, for the purpose of providing emergency evacuation and reunification site location is entered into between the Villages of River Grove and Melrose Park, each acting by and through its Police Chief (the “Municipalities” and) Rosemont School District 78, Schiller Park School District 81, Mannheim School District 83, Franklin Park School District 84, Rhodes School District 84.5, River Grove School District 85.5, Berkeley School District 87, Leyden School District 212, Elmwood Park School District 401, and LASEC Special Education Cooperative (the “School Entity or “School Entities”), acting by and through their individual Boards of Education, together referred to as “Parties.” Community College District 504, commonly known as Triton College (“College” or “Triton”), acting by and through its Board of Trustees, shall be signatory to this IGA solely for the purpose of granting permission for the School Entities (and Municipalities) to utilize College property in certain limited situations as provided herein as a courtesy, and Triton, through the Triton College Police Department, shall remain in full control of all Triton property, both real and personal, at all times during use by the School Entities regardless of the actions or events necessitating such use and any and all actions of the School Entities, its employees, students or parents shall be the sole and absolute responsibility of the School Entities.

### **RECITALS**

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement to give the School Entities access to the College property, limited to either the Gymnasium or the Cafeteria, or a different assigned campus spaces determined by the College, in its sole discretion, to be available (the “Facility”), located at the commonly known address of 2000 North Fifth Avenue, River Grove IL as an emergency overflow evacuation shelter and reunification site in the event of a school incident or other emergency which requires any District campus to perform a site evacuation or establish a location for reunification of students with their families; and

WHEREAS, the Parties find that entering into such an Agreement serves a public purpose and enhances the safety of the students who either live within Triton’s district or attend one of the School Entities.

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

1. **Purposes.** The purposes of this Agreement are to establish a facility (the “Facility”) at Triton, subject to space availability, to which students from any of the School Entities, subject to the limitations as set forth herein, which may be revoked or otherwise limited by Triton at any time and with no advance notice, can be transported by their respective schools in a crisis situation for reunification with their parents, guardians or other persons responsible for their welfare (“Family”) and for the School Entities to provide mutual assistance when one or more of them are using the Facility.
2. **Administration.** This Agreement shall be administered by the Superintendents and Executive Director (the “School Leaders”) of the School Entities, Triton’s President or their designees, and, to the limited extent necessary, the Police Chiefs of River Grove and Melrose Park. Police Personnel and School leaders have met and agreed upon a Reunification Plan, which



establishes the necessary operating procedures for School leaders to safely manage student departure from Triton, which shall be incorporated by reference herein. Triton College, which receives no benefit from providing access to the campus property, shall have no responsibility or liability for the adequacy or effectiveness of said plan, and shall serve solely as a physical location for the implementation of the plan without any obligation of implementation or evaluation. School Leaders and Municipalities shall also meet annually to update and review the plan and any changes. Such changes shall be conveyed to Triton, as the evacuation location, and Triton shall provide written confirmation, through an authorized agent, whether Triton is willing to remain an evacuation location.

3. The Facility. The Facility has been predetermined by the Parties to:
  - a. Have sufficient space to serve the function of the reunification process as identified by school leaders and Triton, limited to no more than two (2) of the individual School Entities on Triton's campus for the purpose of reunification at any one time.
  - b. Have user access to restrooms, parking for school buses and staff and Family vehicles as appropriate to achieve the purposes of this Agreement.
  - c. Triton shall have stored on its property, in a location determined solely by College personnel, a trailer less than 16 feet in length and 8 feet in width, belonging to one or more of the School Entities involved in this Agreement. The trailer shall contain all signage, paperwork and equipment for any of the School Entities who are a party to this Agreement to implement its reunification plan. The School Entities shall be solely responsible for all necessary maintenance of the trailer and shall make arrangements to move the trailer upon Triton's request.
  - d. Subject to availability, for use within sixty (60) minutes notice from any of the School Entities of the need to use the Facility for up to twelve (12) hours. Triton shall make every reasonable effort to make the Facility available for up to two (2) School Entities, but shall be entitled, within its sole reasonable discretion, to limit access to the Triton campus and the Facilities at any time throughout the term of this Agreement.
  - e. Be provided at no cost to the School Entities, except to the extent that Triton incurs actual out of pocket expenses as a result of the use or presence of the School Entities, or any party affiliated with the School Entities, including but not limited to School Entity employees, students, parents, and law enforcement personnel supporting the use of School Entities. All such costs shall be immediately reimbursed to Triton within ten (10) business days.
  - f. The space available to be utilized shall be designated by Triton, upon the request of the School Entity in need. Triton maintains the sole discretion to determine whether the Facility is available, and if so, the particular location to be used on Triton property. The provided location may be altered or canceled by Triton, at any time, prior to or during the actual use of Triton's campus.
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officer, employee or agent of Triton shall be in any way responsible for the implementation, execution, or safety of the School Entities, or their employees, students, parents, or invitees and the School Entities shall indemnify Triton, its trustees, officers, employees and agents for any liability that may arise from or be related to the use of Triton property. At all times while present on Triton property, School Entities shall be subject to the direction of the Triton College Police Department and Triton College officers, trustees, employees and agents with regard to the use or non-use of any Triton College property or facility.

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#### 6. Reunification Plan

The Parties shall cooperate to create a mutual Reunification Plan, which is attached hereto and made a part hereof, to be utilized in any event requiring an off-site evacuation of any School Entity students. The plan shall include, at a minimum, the following obligations:

- a. All public health and safety obligations shall be the sole responsibility of the impacted School Entity and the appropriately designated local law enforcement agency;
- b. The College shall make logistical information, including maps and site plans, available to all Parties to allow for appropriate planning; and
- c. The School Entities shall cooperate to make any technology based communication systems functional while on College property without any necessary access or services of College systems.

- d. Upon completion of the Reunification Plan, the Parties shall meet, at least annually, to discuss any necessary updates or amendments to the Plan.

The reunification plan and this Intergovernmental Agreement shall be considered confidential to the fullest extent under the law, with particular reference to 5 ILCS 140/7(1)(d)(vi), including the fact that Triton will be the location of participating School Entity Reunification.

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- b. Each School Entity shall be solely responsible for the actions, or non-actions, of their own staff, faculty, agents, and students at all times during the course of this Agreement, while on the property of Triton College. In the event of any damage to the College, including any damage that occurs as a result of the School Entities equipment maintained on Triton's campus, the School Entity utilizing Triton's Facility shall be responsible for all costs of repair, ordinary wear and tear excepted, and any legal fees incurred as a result of the actions, non-actions, or presence of the School Entities equipment.
- c. The School Entity utilizing Triton's Facility agrees to hold harmless and indemnify the College, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities (together "liabilities") imposed upon or incurred by or asserted against the College, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, in any way arising from or related to the use of College facilities for evacuation, reunification, or any other events related to this Agreement. In the event of a claim against the College arising from such use, the School Entity shall immediately tender provisional payment to the College for legal fees and expenses in a designated escrow account in an amount determined by the joint decision of the College's legal counsel and the College's insurance consortium's Executive Director, in consultation with the affected school district.. Throughout the pendency of any dispute resolution, including any appellate litigation, the amount in the escrow account shall not be less than an amount determined by the joint decision of the College's legal counsel and the College's insurance consortium's Executive Director, in consultation with the affected school district.
- d. Responsibilities of Parties - Each School Entity and Municipality covenants and agrees, to the extent permitted by law, that each Party shall be solely responsible for any act, omission, or failure to act by said Party or its respective employees or agents, in the course of providing assistance to another Party, declining to provide assistance when requested, or during the course of an evacuation and use of the Facility pursuant to this Agreement and shall, in all cases, provide comprehensive indemnification to Triton College for the actions or non-actions of any party associated with a School Entity or Municipality who is or was or present on Triton's campus for a reason related to or arising from the Reunification Plan.

- e. None of the Parties waive or relinquish any immunity or defense on behalf of itself, its trustees, members, officers, employees, or agents because of the execution of this Agreement and the performance of the covenants and agreements contained herein.

For purposes of this Section 7, “liability” means liabilities, losses, damages, claims, demands, judgments, causes of action, costs, expenses, and reasonable attorneys’ fees. Further, “party” means the participating School Entities and referenced Municipalities and does not, under any construction of these terms, include Triton College or imply any responsibilities, obligations, costs or potential liabilities upon Triton College by virtue of serving as a physical location for implementation of the Reunification Plan. Notwithstanding anything to the contrary, nothing in this Agreement voids or limits any liability protection established by law or any existing insurance coverage of the Party. Nothing in this Agreement shall create a duty or liability to any person or entity which is not a party to this Agreement or diminish any liability protection for the benefit of the Parties as established by law or afforded by any Party’s insurance coverage.

8. Withdrawal of a Party.

Each party retains the right to withdraw from this Agreement at any time, without cause, with ninety (90) days advance written notice to each of the other Parties. In the event Triton determines it is no longer willing to provide a reunification location, all references to Triton College shall be stricken from this Agreement and the School Entities shall be determine appropriate next steps to seek an alternative location.

9. Amendment and Termination.

- a. This Agreement may be amended by the mutual written agreement of all parties. Any School Entity that votes against an amendment to the Agreement shall have the option to immediately withdraw, or alternatively, may choose to remain a party to the Agreement under the amended terms and conditions.

- b. Any amendment to this Agreement shall be signed by the authorized agent of each party, in their official capacity only.

10. Choice of Law & Venue – This Agreement shall be governed by Illinois law and mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Cook County, Illinois.

11. Effective Date and Signature in Counterparts. This Agreement shall be deemed dated and become effective when Triton’s authorized agent has approved and signed the Agreement after receiving the Agreement signed and dated in counterpart from the authorized agents of all of the other Parties.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Triton College

By: \_\_\_\_\_  
Mark R. Stephens, Board Chairman

Attest: \_\_\_\_\_  
Tracy Jennings, Board Secretary

Executed as of this 18<sup>th</sup> day of July, 2024

Leyden High School District 212  
Name of Municipality or School Entity

By:  \_\_\_\_\_

Attest:  \_\_\_\_\_

## **Intergovernmental Cooperation Agreement for Student and Family Reunification in a Crisis**

This Intergovernmental Agreement (“IGA”), executed under the authority granted by Article VII, Section of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, for the purpose of providing emergency evacuation and reunification site location is entered into between the Villages of River Grove and Melrose Park, each acting by and through its Police Chief (the “Municipalities” and) Rosemont School District 78, Schiller Park School District 81, Mannheim School District 83, Franklin Park School District 84, Rhodes School District 84.5, River Grove School District 85.5, Berkeley School District 87, Leyden School District 212, Elmwood Park School District 401, and LASEC Special Education Cooperative (the “School Entity or “School Entities”), acting by and through their individual Boards of Education, together referred to as “Parties.” Community College District 504, commonly known as Triton College (“College” or “Triton”), acting by and through its Board of Trustees, shall be signatory to this IGA solely for the purpose of granting permission for the School Entities (and Municipalities) to utilize College property in certain limited situations as provided herein as a courtesy, and Triton, through the Triton College Police Department, shall remain in full control of all Triton property, both real and personal, at all times during use by the School Entities regardless of the actions or events necessitating such use and any and all actions of the School Entities, its employees, students or parents shall be the sole and absolute responsibility of the School Entities.

### **RECITALS**

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement to give the School Entities access to the College property, limited to either the Gymnasium or the Cafeteria, or a different assigned campus spaces determined by the College, in its sole discretion, to be available (the “Facility”), located at the commonly known address of 2000 North Fifth Avenue, River Grove IL as an emergency overflow evacuation shelter and reunification site in the event of a school incident or other emergency which requires any District campus to perform a site evacuation or establish a location for reunification of students with their families; and

WHEREAS, the Parties find that entering into such an Agreement serves a public purpose and enhances the safety of the students who either live within Triton’s district or attend one of the School Entities.

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

1. **Purposes.** The purposes of this Agreement are to establish a facility (the “Facility”) at Triton, subject to space availability, to which students from any of the School Entities, subject to the limitations as set forth herein, which may be revoked or otherwise limited by Triton at any time and with no advance notice, can be transported by their respective schools in a crisis situation for reunification with their parents, guardians or other persons responsible for their welfare (“Family”) and for the School Entities to provide mutual assistance when one or more of them are using the Facility.
2. **Administration.** This Agreement shall be administered by the Superintendents and Executive Director (the “School Leaders”) of the School Entities, Triton’s President or their designees, and, to the limited extent necessary, the Police Chiefs of River Grove and Melrose Park. Police Personnel and School leaders have met and agreed upon a Reunification Plan, which

establishes the necessary operating procedures for School leaders to safely manage student departure from Triton, which shall be incorporated by reference herein. Triton College, which receives no benefit from providing access to the campus property, shall have no responsibility or liability for the adequacy or effectiveness of said plan, and shall serve solely as a physical location for the implementation of the plan without any obligation of implementation or evaluation. School Leaders and Municipalities shall also meet annually to update and review the plan and any changes. Such changes shall be conveyed to Triton, as the evacuation location, and Triton shall provide written confirmation, through an authorized agent, whether Triton is willing to remain an evacuation location.

3. The Facility. The Facility has been predetermined by the Parties to:
  - a. Have sufficient space to serve the function of the reunification process as identified by school leaders and Triton, limited to no more than two (2) of the individual School Entities on Triton's campus for the purpose of reunification at any one time.
  - b. Have user access to restrooms, parking for school buses and staff and Family vehicles as appropriate to achieve the purposes of this Agreement.
  - c. Triton shall have stored on its property, in a location determined solely by College personnel, a trailer less than 16 feet in length and 8 feet in width, belonging to one or more of the School Entities involved in this Agreement. The trailer shall contain all signage, paperwork and equipment for any of the School Entities who are a party to this Agreement to implement its reunification plan. The School Entities shall be solely responsible for all necessary maintenance of the trailer and shall make arrangements to move the trailer upon Triton's request.
  - d. Subject to availability, for use within sixty (60) minutes notice from any of the School Entities of the need to use the Facility for up to twelve (12) hours. Triton shall make every reasonable effort to make the Facility available for up to two (2) School Entities, but shall be entitled, within its sole reasonable discretion, to limit access to the Triton campus and the Facilities at any time throughout the term of this Agreement.
  - e. Be provided at no cost to the School Entities, except to the extent that Triton incurs actual out of pocket expenses as a result of the use or presence of the School Entities, or any party affiliated with the School Entities, including but not limited to School Entity employees, students, parents, and law enforcement personnel supporting the use of School Entities. All such costs shall be immediately reimbursed to Triton within ten (10) business days.
  - f. The space available to be utilized shall be designated by Triton, upon the request of the School Entity in need. Triton maintains the sole discretion to determine whether the Facility is available, and if so, the particular location to be used on Triton property. The provided location may be altered or canceled by Triton, at any time, prior to or during the actual use of Triton's campus.
  - g. Triton may, in its discretion, continue all regular operations during any use of the School Entities, including but not limited to classes, as scheduled. School Entities should expect and plan for the presence of College Staff, College students, other members of the District community utilizing College services, as well as their vehicles being present on Triton's Campus throughout the re-unification process. However, neither Triton or any trustee,

officer, employee or agent of Triton shall be in any way responsible for the implementation, execution, or safety of the School Entities, or their employees, students, parents, or invitees and the School Entities shall indemnify Triton, its trustees, officers, employees and agents for any liability that may arise from or be related to the use of Triton property. At all times while present on Triton property, School Entities shall be subject to the direction of the Triton College Police Department and Triton College officers, trustees, employees and agents with regard to the use or non-use of any Triton College property or facility.

4. Assistance. As soon as reasonably possible after a School Entity in crisis gives notice to Triton of the need for the use of the Facility, Triton will determine availability within twenty (20) minutes and respond to the requesting entity. The School Entity may also request assistance ("Assistance") from one or more of the School Entities. Assistance from School Entities may be in the form of transportation, personnel, equipment and supplies or other service necessary to meet the purposes of this Agreement. It is expressly understood that Triton's Assistance under this Agreement is limited to the provision of the Facility, as set forth in paragraph 3 above, and shall be provided in Triton's sole reasonable discretion, and that such permissive use may be revoked at any time. The School Entities from which assistance is requested must promptly respond to the request and make a good faith effort to provide the requested Assistance, provided that the decision whether, or the extent to which, to provide assistance is discretionary.
5. Traffic, Safety and Security. Upon the determination by a School Entity that use of the Facility is warranted, and such use has been approved by Triton, Triton College, or the Triton College Police Department, will notify River Grove and Melrose Park Police Departments of the activation of the plan and indicating that the impacted School Entity is requesting assistance from local law enforcement agencies. The affected School Entity and designated local law enforcement agencies shall provide the necessary assistance for traffic management between the School Entity and Triton, as well as all actions necessary to maintain safe conditions for School Entity parties, and during the process of reunification at the Facility. The Triton College Police Department shall have no responsibilities to provide any additional support throughout the School Entity's use of the Facility and School Entities shall be solely responsible for all actions taken by responding agencies on Triton's campus. The Triton College Police Department shall maintain sole and absolute authority for the safety of Triton's campus and Triton personnel, and all orders and requests made by Triton College Police during the School Entities use of Facility shall be immediately implemented.

#### 6. Reunification Plan

The Parties shall cooperate to create a mutual Reunification Plan, which is attached hereto and made a part hereof, to be utilized in any event requiring an off-site evacuation of any School Entity students. The plan shall include, at a minimum, the following obligations:

- a. All public health and safety obligations shall be the sole responsibility of the impacted School Entity and the appropriately designated local law enforcement agency;
- b. The College shall make logistical information, including maps and site plans, available to all Parties to allow for appropriate planning; and
- c. The School Entities shall cooperate to make any technology based communication systems functional while on College property without any necessary access or services of College systems.



- d. Upon completion of the Reunification Plan, the Parties shall meet, at least annually, to discuss any necessary updates or amendments to the Plan.

The reunification plan and this Intergovernmental Agreement shall be considered confidential to the fullest extent under the law, with particular reference to 5 ILCS 140/7(1)(d)(vi), including the fact that Triton will be the location of participating School Entity Reunification.

#### 7. Insurance and Liability.

- a. Each School Entity and Municipality is responsible for obtaining and maintaining insurance coverage for its participation under this Agreement, which shall be primary, and which shall waive subrogation against all other Parties. Each Party shall be responsible for Workers' Compensation insurance coverage of, and liability for, the Party's employees who participate in the use of the Facilities or provide assistance.
- b. Each School Entity shall be solely responsible for the actions, or non-actions, of their own staff, faculty, agents, and students at all times during the course of this Agreement, while on the property of Triton College. In the event of any damage to the College, including any damage that occurs as a result of the School Entities equipment maintained on Triton's campus, the School Entity utilizing Triton's Facility shall be responsible for all costs of repair, ordinary wear and tear excepted, and any legal fees incurred as a result of the actions, non-actions, or presence of the School Entities equipment.
- c. The School Entity utilizing Triton's Facility agrees to hold harmless and indemnify the College, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities (together "liabilities") imposed upon or incurred by or asserted against the College, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, in any way arising from or related to the use of College facilities for evacuation, reunification, or any other events related to this Agreement. In the event of a claim against the College arising from such use, the School Entity shall immediately tender provisional payment to the College for legal fees and expenses in a designated escrow account in an amount determined by the joint decision of the College's legal counsel and the College's insurance consortium's Executive Director, in consultation with the affected school district.. Throughout the pendency of any dispute resolution, including any appellate litigation, the amount in the escrow account shall not be less than an amount determined by the joint decision of the College's legal counsel and the College's insurance consortium's Executive Director, in consultation with the affected school district.
- d. Responsibilities of Parties - Each School Entity and Municipality covenants and agrees, to the extent permitted by law, that each Party shall be solely responsible for any act, omission, or failure to act by said Party or its respective employees or agents, in the course of providing assistance to another Party, declining to provide assistance when requested, or during the course of an evacuation and use of the Facility pursuant to this Agreement and shall, in all cases, provide comprehensive indemnification to Triton College for the actions or non-actions of any party associated with a School Entity or Municipality who is or was or present on Triton's campus for a reason related to or arising from the Reunification Plan.

- e. None of the Parties waive or relinquish any immunity or defense on behalf of itself, its trustees, members, officers, employees, or agents because of the execution of this Agreement and the performance of the covenants and agreements contained herein.

For purposes of this Section 7, "liability" means liabilities, losses, damages, claims, demands, judgments, causes of action, costs, expenses, and reasonable attorneys' fees. Further, "party" means the participating School Entities and referenced Municipalities and does not, under any construction of these terms, include Triton College or imply any responsibilities, obligations, costs or potential liabilities upon Triton College by virtue of serving as a physical location for implementation of the Reunification Plan. Notwithstanding anything to the contrary, nothing in this Agreement voids or limits any liability protection established by law or any existing insurance coverage of the Party. Nothing in this Agreement shall create a duty or liability to any person or entity which is not a party to this Agreement or diminish any liability protection for the benefit of the Parties as established by law or afforded by any Party's insurance coverage.

8. **Withdrawal of a Party.**

Each party retains the right to withdraw from this Agreement at any time, without cause, with ninety (90) days advance written notice to each of the other Parties. In the event of Triton determines it is no longer willing to provide a reunification location, all references to Triton College shall be stricken from this Agreement and the School Entities shall be determine appropriate next steps to seek an alternative location.

9. **Amendment and Termination.**

- a. This Agreement may be amended by the mutual written agreement of all parties. Any School Entity that votes against an amendment to the Agreement shall have the option to immediately withdraw, or alternatively, may choose to remain a party to the Agreement under the amended terms and conditions.

- b. Any amendment to this Agreement shall be signed by the authorized agent of each party, in their official capacity only.

10. **Choice of Law & Venue** – This Agreement shall be governed by Illinois law and mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Cook County, Illinois.

11. **Effective Date and Signature in Counterparts.** This Agreement shall be deemed dated and become effective when Triton's authorized agent has approved and signed the Agreement after receiving the Agreement signed and dated in counterpart from the authorized agents of all of the other Parties.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Triton College

By: \_\_\_\_\_  
Mark R. Stephens, Board Chairman

Attest: \_\_\_\_\_  
Tracy Jennings, Board Secretary

Executed as of this 28<sup>th</sup> day of August, 2024

Elmwood Park USD #401  
Name of Municipality or School Entity

By: Frank Perisi

Attest: Juan Caprao

## Intergovernmental Cooperation Agreement for Student and Family Reunification in a Crisis

This Intergovernmental Agreement (“IGA”), executed under the authority granted by Article VII, Section of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, for the purpose of providing emergency evacuation and reunification site location is entered into between the Villages of River Grove and Melrose Park, each acting by and through its Police Chief (the “Municipalities” and) Rosemont School District 78, Schiller Park School District 81, Mannheim School District 83, Franklin Park School District 84, Rhodes School District 84.5, River Grove School District 85.5, Berkeley School District 87, Leyden School District 212, Elmwood Park School District 401, and LASEC Special Education Cooperative (the “School Entity or “School Entities”), acting by and through their individual Boards of Education, together referred to as “Parties.” Community College District 504, commonly known as Triton College (“College” or “Triton”), acting by and through its Board of Trustees, shall be signatory to this IGA solely for the purpose of granting permission for the School Entities (and Municipalities) to utilize College property in certain limited situations as provided herein as a courtesy, and Triton, through the Triton College Police Department, shall remain in full control of all Triton property, both real and personal, at all times during use by the School Entities regardless of the actions or events necessitating such use and any and all actions of the School Entities, its employees, students or parents shall be the sole and absolute responsibility of the School Entities.

### RECITALS

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement to give the School Entities access to the College property, limited to either the Gymnasium or the Cafeteria, or a different assigned campus spaces determined by the College, in its sole discretion, to be available (the “Facility”), located at the commonly known address of 2000 North Fifth Avenue, River Grove IL as an emergency overflow evacuation shelter and reunification site in the event of a school incident or other emergency which requires any District campus to perform a site evacuation or establish a location for reunification of students with their families; and

WHEREAS, the Parties find that entering into such an Agreement serves a public purpose and enhances the safety of the students who either live within Triton’s district or attend one of the School Entities.

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

1. Purposes. The purposes of this Agreement are to establish a facility (the “Facility”) at Triton, subject to space availability, to which students from any of the School Entities, subject to the limitations as set forth herein, which may be revoked or otherwise limited by Triton at any time and with no advance notice, can be transported by their respective schools in a crisis situation for reunification with their parents, guardians or other persons responsible for their welfare (“Family”) and for the School Entities to provide mutual assistance when one or more of them are using the Facility.
2. Administration. This Agreement shall be administered by the Superintendents and Executive Director (the “School Leaders”) of the School Entities, Triton’s President or their designees, and, to the limited extent necessary, the Police Chiefs of River Grove and Melrose Park. Police Personnel and School leaders have met and agreed upon a Reunification Plan, which

establishes the necessary operating procedures for School leaders to safely manage student departure from Triton, which shall be incorporated by reference herein. Triton College, which receives no benefit from providing access to the campus property, shall have no responsibility or liability for the adequacy or effectiveness of said plan, and shall serve solely as a physical location for the implementation of the plan without any obligation of implementation or evaluation. School Leaders and Municipalities shall also meet annually to update and review the plan and any changes. Such changes shall be conveyed to Triton, as the evacuation location, and Triton shall provide written confirmation, through an authorized agent, whether Triton is willing to remain an evacuation location.

3. The Facility. The Facility has been predetermined by the Parties to:
  - a. Have sufficient space to serve the function of the reunification process as identified by school leaders and Triton, limited to no more than two (2) of the individual School Entities on Triton's campus for the purpose of reunification at any one time.
  - b. Have user access to restrooms, parking for school buses and staff and Family vehicles as appropriate to achieve the purposes of this Agreement.
  - c. Triton shall have stored on its property, in a location determined solely by College personnel, a trailer less than 16 feet in length and 8 feet in width, belonging to one or more of the School Entities involved in this Agreement. The trailer shall contain all signage, paperwork and equipment for any of the School Entities who are a party to this Agreement to implement its reunification plan. The School Entities shall be solely responsible for all necessary maintenance of the trailer and shall make arrangements to move the trailer upon Triton's request.
  - d. Subject to availability, for use within sixty (60) minutes notice from any of the School Entities of the need to use the Facility for up to twelve (12) hours. Triton shall make every reasonable effort to make the Facility available for up to two (2) School Entities, but shall be entitled, within its sole reasonable discretion, to limit access to the Triton campus and the Facilities at any time throughout the term of this Agreement.
  - e. Be provided at no cost to the School Entities, except to the extent that Triton incurs actual out of pocket expenses as a result of the use or presence of the School Entities, or any party affiliated with the School Entities, including but not limited to School Entity employees, students, parents, and law enforcement personnel supporting the use of School Entities. All such costs shall be immediately reimbursed to Triton within ten (10) business days.
  - f. The space available to be utilized shall be designated by Triton, upon the request of the School Entity in need. Triton maintains the sole discretion to determine whether the Facility is available, and if so, the particular location to be used on Triton property. The provided location may be altered or canceled by Triton, at any time, prior to or during the actual use of Triton's campus.
  - g. Triton may, in its discretion, continue all regular operations during any use of the School Entities, including but not limited to classes, as scheduled. School Entities should expect and plan for the presence of College Staff, College students, other members of the District community utilizing College services, as well as their vehicles being present on Triton's Campus throughout the re-unification process. However, neither Triton or any trustee,

officer, employee or agent of Triton shall be in any way responsible for the implementation, execution, or safety of the School Entities, or their employees, students, parents, or invitees and the School Entities shall indemnify Triton, its trustees, officers, employees and agents for any liability that may arise from or be related to the use of Triton property. At all times while present on Triton property, School Entities shall be subject to the direction of the Triton College Police Department and Triton College officers, trustees, employees and agents with regard to the use or non-use of any Triton College property or facility.

4. Assistance. As soon as reasonably possible after a School Entity in crisis gives notice to Triton of the need for the use of the Facility, Triton will determine availability within twenty (20) minutes and respond to the requesting entity. The School Entity may also request assistance (“Assistance”) from one or more of the School Entities. Assistance from School Entities may be in the form of transportation, personnel, equipment and supplies or other service necessary to meet the purposes of this Agreement. It is expressly understood that Triton’s Assistance under this Agreement is limited to the provision of the Facility, as set forth in paragraph 3 above, and shall be provided in Triton’s sole reasonable discretion, and that such permissive use may be revoked at any time. The School Entities from which assistance is requested must promptly respond to the request and make a good faith effort to provide the requested Assistance, provided that the decision whether, or the extent to which, to provide assistance is discretionary.
5. Traffic, Safety and Security. Upon the determination by a School Entity that use of the Facility is warranted, and such use has been approved by Triton, Triton College, or the Triton College Police Department, will notify River Grove and Melrose Park Police Departments of the activation of the plan and indicating that the impacted School Entity is requesting assistance from local law enforcement agencies. The affected School Entity and designated local law enforcement agencies shall provide the necessary assistance for traffic management between the School Entity and Triton, as well as all actions necessary to maintain safe conditions for School Entity parties, and during the process of reunification at the Facility. The Triton College Police Department shall have no responsibilities to provide any additional support throughout the School Entity’s use of the Facility and School Entities shall be solely responsible for all actions taken by responding agencies on Triton’s campus. The Triton College Police Department shall maintain sole and absolute authority for the safety of Triton’s campus and Triton personnel, and all orders and requests made by Triton College Police during the School Entities use of Facility shall be immediately implemented.
6. Reunification Plan

The Parties shall cooperate to create a mutual Reunification Plan, which is attached hereto and made a part hereof, to be utilized in any event requiring an off-site evacuation of any School Entity students. The plan shall include, at a minimum, the following obligations:

- a. All public health and safety obligations shall be the sole responsibility of the impacted School Entity and the appropriately designated local law enforcement agency;
- b. The College shall make logistical information, including maps and site plans, available to all Parties to allow for appropriate planning; and
- c. The School Entities shall cooperate to make any technology based communication systems functional while on College property without any necessary access or services of College systems.

- d. Upon completion of the Reunification Plan, the Parties shall meet, at least annually, to discuss any necessary updates or amendments to the Plan.

The reunification plan and this Intergovernmental Agreement shall be considered confidential to the fullest extent under the law, with particular reference to 5 ILCS 140/7(1)(d)(vi), including the fact that Triton will be the location of participating School Entity Reunification.

## 7. Insurance and Liability.

- a. Each School Entity and Municipality is responsible for obtaining and maintaining insurance coverage for its participation under this Agreement, which shall be primary, and which shall waive subrogation against all other Parties. Each Party shall be responsible for Workers' Compensation insurance coverage of, and liability for, the Party's employees who participate in the use of the Facilities or provide assistance.
- b. Each School Entity shall be solely responsible for the actions, or non-actions, of their own staff, faculty, agents, and students at all times during the course of this Agreement, while on the property of Triton College. In the event of any damage to the College, including any damage that occurs as a result of the School Entities equipment maintained on Triton's campus, the School Entity utilizing Triton's Facility shall be responsible for all costs of repair, ordinary wear and tear excepted, and any legal fees incurred as a result of the actions, non-actions, or presence of the School Entities equipment.
- c. The School Entity utilizing Triton's Facility agrees to hold harmless and indemnify the College, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities (together "liabilities") imposed upon or incurred by or asserted against the College, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, in any way arising from or related to the use of College facilities for evacuation, reunification, or any other events related to this Agreement. In the event of a claim against the College arising from such use, the School Entity shall immediately tender provisional payment to the College for legal fees and expenses in a designated escrow account in an amount determined by the joint decision of the College's legal counsel and the College's insurance consortium's Executive Director, in consultation with the affected school district.. Throughout the pendency of any dispute resolution, including any appellate litigation, the amount in the escrow account shall not be less than an amount determined by the joint decision of the College's legal counsel and the College's insurance consortium's Executive Director, in consultation with the affected school district.
- d. Responsibilities of Parties - Each School Entity and Municipality covenants and agrees, to the extent permitted by law, that each Party shall be solely responsible for any act, omission, or failure to act by said Party or its respective employees or agents, in the course of providing assistance to another Party, declining to provide assistance when requested, or during the course of an evacuation and use of the Facility pursuant to this Agreement and shall, in all cases, provide comprehensive indemnification to Triton College for the actions or non-actions of any party associated with a School Entity or Municipality who is or was or present on Triton's campus for a reason related to or arising from the Reunification Plan.

- e. None of the Parties waive or relinquish any immunity or defense on behalf of itself, its trustees, members, officers, employees, or agents because of the execution of this Agreement and the performance of the covenants and agreements contained herein.

For purposes of this Section 7, “liability” means liabilities, losses, damages, claims, demands, judgments, causes of action, costs, expenses, and reasonable attorneys’ fees. Further, “party” means the participating School Entities and referenced Municipalities and does not, under any construction of these terms, include Triton College or imply any responsibilities, obligations, costs or potential liabilities upon Triton College by virtue of serving as a physical location for implementation of the Reunification Plan. Notwithstanding anything to the contrary, nothing in this Agreement voids or limits any liability protection established by law or any existing insurance coverage of the Party. Nothing in this Agreement shall create a duty or liability to any person or entity which is not a party to this Agreement or diminish any liability protection for the benefit of the Parties as established by law or afforded by any Party’s insurance coverage.

8. Withdrawal of a Party.

Each party retains the right to withdraw from this Agreement at any time, without cause, with ninety (90) days advance written notice to each of the other Parties. In the event of Triton determines it is no longer willing to provide a reunification location, all references to Triton College shall be stricken from this Agreement and the School Entities shall be determine appropriate next steps to seek an alternative location.

9. Amendment and Termination.

- a. This Agreement may be amended by the mutual written agreement of all parties. Any School Entity that votes against an amendment to the Agreement shall have the option to immediately withdraw, or alternatively, may choose to remain a party to the Agreement under the amended terms and conditions.
- b. Any amendment to this Agreement shall be signed by the authorized agent of each party, in their official capacity only.

10. Choice of Law & Venue – This Agreement shall be governed by Illinois law and mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Cook County, Illinois.

11. Effective Date and Signature in Counterparts. This Agreement shall be deemed dated and become effective when Triton’s authorized agent has approved and signed the Agreement after receiving the Agreement signed and dated in counterpart from the authorized agents of all of the other Parties.



Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Triton College

By: \_\_\_\_\_  
Mark R. Stephens, Board Chairman

Attest: \_\_\_\_\_  
Tracy Jennings, Board Secretary

LEYDEN AREA SPECIAL EDUCATION COOPERATIVE, Cook County, Illinois



John Jonak

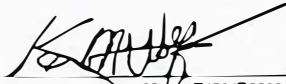
08/09/2024

By: ABF7482BB37A1EE0F481FA07EC688391 readysign

Dated: \_\_\_\_\_

Chairperson

(Insert title/name)



08/12/2024

Attest: 902E88BA2BE7A37CD2A1E4594D2202 readysign

Dated: \_\_\_\_\_

Secretary

BOARD OF EDUCATION OF MANNHEIM  
SCHOOL DISTRICT NO. 83, Cook County,  
Illinois, Administrative District for the  
Executive Committee of the Leyden Area  
Special Education Cooperative, Cook  
County, Illinois

By: Marianne Anderson  
President, Mrs Marianne Anderson

Attest: Maribel Ayala  
Secretary, Ms. Maribel Ayala

Dated: September 12, 2024

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

Meeting of September 24, 2024

ACTION EXHIBIT NO. 17107

**SUBJECT: FIVE-YEAR AT&T HD VIDEO BROADCAST SERVICES AGREEMENT**

**RECOMMENDATION:** That the Board of Trustees approve an agreement with AT&T Broadcast Services that facilitates the high definition video transport (HDTV) of Triton's cable channel from the main campus TV studio to Comcast's facility in Elmhurst, IL. The duration of the contract is for 69 months, from October 1, 2024 to June 30, 2030, which allows for a discounted rate. The cost of fiber delivery services remains the same as the previous agreement and shall not exceed \$1,573 per month for an annual cost of \$18,876.

**RATIONALE:** This Agreement will engage AT&T for the delivery of a high definition signal to Comcast and will facilitate the conversion of Triton's broadcast channel to HDTV. Triton's cable channel reaches approximately 600,000 cable households throughout the greater Chicago metropolitan area. This broadcast channel is an important communications, marketing, public relations, and educational component of Triton College. Six years ago, Triton's television studio ceased broadcasting from Sears Tower as result of the Lease Agreement with Clearwire (Sprint Corp.) (A.E. 16089). The Clearwire Agreement provides monthly reimbursement to Triton for fees associated with the delivery of Triton's broadcast signal for the duration of the Sprint Contract (30 years). Triton shall pay AT&T directly each month per the Contractual Agreement and will be reimbursed by Sprint.

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*Sean Sullivan*

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

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**Board Officers' Signatures Required:**

\_\_\_\_\_  
**Mark R. Stephens**  
Chairman

\_\_\_\_\_  
**Tracy Jennings**  
Secretary

\_\_\_\_\_  
**Date**

Related forms requiring Board signature: Yes  No



Sales Contact Information  
Wieland; John  
262-799-4141  
johnwieland@abscomm.net

**eSign Fax Cover Sheet** Contract Id: 1894003

**To:** AT&T Automated Fax Handling Service

**From:**

**Fax:** 877-374-4632 or 877-eSignFax

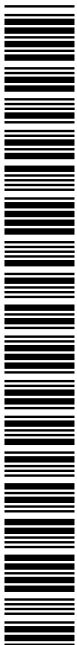
**Total Pages:** 4  
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: [esign@att.com](mailto:esign@att.com)

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
  - I. eSign Fax Cover Sheet for Contract Id: 1894003
  - II. All Pages stamped with Contract Id: 1894003
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 3167394  
Contract Id: 1894003



**AT&T ILEC INTERSTATE SERIAL COMPONENT VIDEO SERVICE OR HIGH DEFINITION VIDEO TRANSPORT**  
**Confirmation of Service Order**  
**Pursuant to Standard Service Publication Rates and Terms**

<b>Customer</b>	<b>AT&amp;T</b>
TRITON COMMUNITY COLLEGE Street Address: 2000 N 5TH AVE City: RIVER GROVE State/Province: IL Zip Code: 60171 Country: USA	AT&T ILEC Service-Providing Affiliate
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Melissa Ramirez Cooper Title: Director of Communications Street Address: 2000 N 5 <sup>th</sup> Ave City: River Grove State/Province: IL Zip Code: 60171 Country: USA Telephone: 708-456-0300 x3692 Fax: Email: melissacooper@triton.edu Customer Account Number or Master Account Number: 217 S65 6010 728	Name: Street Address: City: State/Province: Zip Code: Country: USA Telephone: Fax: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable) <input type="checkbox"/></b>	
Name: Jonathan Fisher Company Name: ABS Communications, Inc Agent Street Address: 51 E Main St City: Norwalk State: OH Zip Code: 44857 Telephone: 262-799-4141 Fax: Email: jonathanfisher@abscomm.net Agent Code 50197	

Customer agrees to purchase the service(s) identified below ("Service") in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.corp.att.com/agreement/> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. The applicable AT&T Service Publication(s) are identified in Section 1. The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable tariff or guidebook in any way.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **more than 10%** of the total traffic on any Service.

The Effective Date of this CSO is the date signed by the last party.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By: Triton College	By:
Name: Mark R. Stephens	Name:
Title: Board Chairman	Title:
Date:	Date:

scvs_hdvt_s_cso	<b>AT&amp;T and Customer Confidential Information</b> Page 1 of 4	<b>Standard</b> v. 1/6/17
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## AT&amp;T ILEC INTERSTATE SERIAL COMPONENT VIDEO SERVICE OR HIGH DEFINITION VIDEO TRANSPORT

**Confirmation of Service Order**  
**Pursuant to Standard Service Publication Rates and Terms**

**1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION**

<b>Service</b>	<b>(Select one option, only.)</b> <input type="checkbox"/> Serial Component Video Service (SCVS) <input checked="" type="checkbox"/> High Definition Video Transport (HDVT)
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	Service Provider (Select one option, only.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/>	<b>AT&amp;T Arkansas</b>	AT&T Interstate Access Guidebook, Part 9, including Section 7 and Section 39	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	<b>AT&amp;T California</b>	AT&T Interstate Access Guidebook, Part 7, including Section 7 and Section 31	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input checked="" type="checkbox"/>	<b>AT&amp;T Illinois</b>	AT&T Interstate Access Guidebook, Part 6, including Section 7 and Section 21	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	<b>AT&amp;T Indiana</b>	AT&T Interstate Access Guidebook, Part 6, including Section 7 and Section 21	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	<b>AT&amp;T Kansas</b>	AT&T Interstate Access Guidebook, Part 9, including Section 7 and Section 39	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	<b>AT&amp;T Michigan</b>	AT&T Interstate Access Guidebook, Part 6, including Section 7 and Section 21	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	<b>AT&amp;T Missouri</b>	AT&T Interstate Access Guidebook, Part 9, including Section 7 and Section 39	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	<b>AT&amp;T Nevada</b>	AT&T Interstate Access Guidebook, Part 8, including Section 7	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	<b>AT&amp;T Ohio</b>	AT&T Interstate Access Guidebook, Part 6, including Section 7 and Section 21	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	<b>AT&amp;T Oklahoma</b>	AT&T Interstate Access Guidebook, Part 9, including Section 7 and Section 39	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	<b>AT&amp;T Texas</b>	AT&T Interstate Access Guidebook, Part 9, including Section 7 and Section 39	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>
<input type="checkbox"/>	<b>AT&amp;T Wisconsin</b>	AT&T Interstate Access Guidebook, Part 6, including Section 7 and Section 21	<a href="http://cpr.att.com/pdf/is/gb.htm">http://cpr.att.com/pdf/is/gb.htm</a>

**AT&T ILEC INTERSTATE SERIAL COMPONENT VIDEO SERVICE OR HIGH DEFINITION VIDEO TRANSPORT**

**Confirmation of Service Order  
Pursuant to Standard Service Publication Rates and Terms**

**2. SERVICE TERM and EFFECTIVE DATES**

<b>Minimum Payment Period (Service Term)</b>	the minimum period for which Customer is required to pay recurring charges for the applicable Service component and is subject to early termination liability
<b>Start Date of Minimum Payment Period</b>	Later of the Effective Date or installation of the Service Component
<b>Effective Date of Rates</b>	Start Date of the Minimum Payment Period
<b>Rate Stabilization per Service Component</b>	Rates as specified for each Service Component are stabilized until the end of its Minimum Payment Period.
<b>Rates Following end of Minimum Payment Period</b>	applicable Service Publication rates then in effect

**3. MINIMUM PAYMENT PERIOD**

Service Components	Calculation of Early Termination Charges	Minimum Payment Period
All Service components	as specified in the applicable Service Publication	<b>(Select one)</b> <input type="checkbox"/> 12 Months <input type="checkbox"/> 24 Months* <input type="checkbox"/> 36 Months <input type="checkbox"/> 48 Months# <input checked="" type="checkbox"/> 60 Months
* 24 Months available for HDVT in all states; only available for SCVS in IL, IN, MI, OH, WI # 48 Months available only for SCVS in IL, IN, MI, OH, WI		

**4. RATES and CHARGES**

<b>Total Monthly Recurring Rate for Service identified on Attachment A:</b>	<b>\$ 1573.00</b>	<b>Total Non-recurring Charge for Service identified on Attachment A:</b>	<b>\$ 0.00</b>
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**5. ADDITIONAL ORDER INFORMATION**

Customer is ordering the initial configuration of Services identified in Attachment A below.

**AT&T ILEC INTERSTATE SERIAL COMPONENT VIDEO SERVICE OR HIGH DEFINITION VIDEO TRANSPORT**

**Confirmation of Service Order  
Pursuant to Standard Service Publication Rates and Terms**

**ATTACHMENT A  
SITE AND INITIAL SERVICE CONFIGURATION**

For NEW SERVICE, complete the table below.

Complete a table for each pair of Locations A and Z being requested

<b>LOCATION A</b> (street address and City)				<b>LOCATION Z</b> (street address and City, or CLLI if applicable)			
<b>Regenerator</b>	<b>Optical Handoff</b>	<b>Interface Option (SCVS only)</b>	<b>Multi Media Channel (HDVT only)</b>	<b>Local Channel Diversity</b>	<b>Alternate Wire Center Diversity</b>	<b>Inter-Wire Center Diversity</b>	<b>Equipment Only Diversity</b>
0	[Select]	[Select]	[Select]	[Select]	[Select]	[Select]	[Select]

<b>LOCATION A</b> (street address and City)				<b>LOCATION Z</b> (street address and City, or CLLI if applicable)			
<b>Regenerator</b>	<b>Optical Handoff</b>	<b>Interface Option (SCVS only)</b>	<b>Multi Media Channel (HDVT only)</b>	<b>Local Channel Diversity</b>	<b>Alternate Wire Center Diversity</b>	<b>Inter-Wire Center Diversity</b>	<b>Equipment Only Diversity</b>
0	[Select]	[Select]	[Select]	[Select]	[Select]	[Select]	[Select]

For additional pairs of Locations A and Z, attach additional Attachment A page(s) separately.

Check box if additional Attachment A – Additional page(s) is/are attached.

For EXISTING SERVICE, complete the table below.

Complete a table for each existing Circuit ID.

<b>Existing Circuit ID</b>	<b>Existing Billing Account</b>	
.TRGS.100774..LB	217 S65 6010 728	
Populate only the optional features below which are being added or changed.		
<b>Optical Handoff</b>	<b>Interface Option (SCVS only)</b>	<b>Multi Media Channel (HDVT only)</b>

<b>Existing Circuit ID</b>	<b>Existing Billing Account</b>	
Populate only the optional features below which are being added or changed.		
<b>Optical Handoff</b>	<b>Interface Option (SCVS only)</b>	<b>Multi Media Channel (HDVT only)</b>

For additional Circuit IDs, attach additional Attachment A page(s) separately.

Check box if additional Attachment A – Additional page(s) is/are attached.

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

Meeting of September 24, 2024

ACTION EXHIBIT NO. 17108

**SUBJECT: CERTIFICATE OF FINAL COMPLETION AND AUTHORIZATION OF  
FINAL PAYMENT FOR THE BUILDINGS F & G CHILLER  
REPLACEMENTS**

**RECOMMENDATION:** That the Board of Trustees approve the Certificate of Final  
Completion and the Final Payment Application of \$7,897.08 for the Chiller Replacements –  
Buildings F & G Project. The total project cost was \$789,708.87.

**RATIONALE:** Operations and Maintenance has reviewed the Certificate of Final Completion,  
the Final Waiver of Lien, and recommends the Final Payment Application be paid. The original  
contract amount was \$790,950.00; the final project amount was \$789,708.87. The project came  
in \$1,241.13 below budget.

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*Sean Sullivan*

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

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**Board Officers' Signatures Required:**

\_\_\_\_\_  
**Mark R. Stephens**  
Chairman

\_\_\_\_\_  
**Tracy Jennings**  
Secretary

\_\_\_\_\_  
**Date**

Related forms requiring Board signature: Yes  No



# APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: TRITON COLLEGE  
SCHOOL DISTRICT 504  
2000 5TH AVENUE  
RIVER GROVE, IL 60171-1995

PROJECT: CHILLER REPLACEMENTS TRITON  
SCHOOL DISTRICT 504  
2000 5TH AVENUE  
RIVER GROVE, IL 60171-1995

APPLICATION NO: 7  
PERIOD TO: 8/31/2024  
PROJECT NOS:

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR: F.E. MORAN, INC.  
2265 CARLSON DRIVE  
NORTHBROOK, IL 60062

VIA ARCHITECT:

CONTRACT DATE:  
INVOICE NUMBER: 007-185432000  
JOB ID: 185432000

CONTRACT FOR: HVAC

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM .....	\$	790,950.00
2. Net change by Change Orders .....	\$	(1,241.13)
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$	789,708.87
4. TOTAL COMPLETED & STORED TO DATE .....	\$	789,708.87
(Column G on Detail Sheets)		
5. RETAINAGE		
a. 0.00 % of Completed Work	\$	0.00
(Columns D + E on Detail Page)		
b. 0.00 % of Stored Material	\$	0.00
(Column F on Detail Page)		
Total Retainage (Line 5a + 5b or		
Total in Column I of Detail Page) .....	\$	0.00
6. TOTAL EARNED LESS RETAINAGE .....	\$	789,708.87
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate) .....	\$	781,811.79
8. CURRENT PAYMENT DUE	\$	7,897.08
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	33,629.50	34,870.63
Total approved this Month	0.00	0.00
TOTALS	33,629.50	34,870.63
NET CHANGES by Change Order		(1,241.13)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: F.E. MORAN, INC.

By: Krystyna Z Bielarz Date: 8/1/24  
*Asst. Treasurer*

State of: IL  
County of: COOK  
Subscribed and sworn to before me this 1st day of August 2024

Notary Public: [Signature]  
My Commission expires: 5.18.28



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 7,897.08

(Attach explanation if the amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature] Date: Aug 8, 2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

[Signature] 9/03/2024  
PO B8457  
81/91

# Certificate of Final Acceptance

**Project:**  
Chiller Replacement  
Buildings F & G  
Triton College  
2000 Fifth Ave.  
River Grove, IL 60171

**Architect:** ARCON Associates, Inc

**Contractor:**  
F.E. Moran, Inc.  
2265 Carlson Drive  
Northbrook, Illinois 60062

**Contract Date:** 1/10/2023



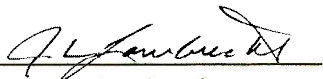
**Date of Issuance:** 8/29/2024

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**Project or designated portion shall include:** Entire Project – no exceptions.

This is to certify that the work contained in the subject contract has been inspected by the parties listed below, that all punch list items have been completed, that the contractor has fulfilled all his contractual obligations, guarantees accepted and is hereby authorized to receive final payment in full, including all retainage.

## SIGNATURES

<b>Contractor</b>	F.E. Moran, Inc.	By <u></u>	Date <u>8/29/24</u>
		June Tucker	
<b>Architect</b>	ARCON Associates, Inc.	By <u></u>	Date <u>8/29/24</u>
		Gaspare Pitrello	
<b>Owner</b>	Triton College	By <u></u>	Date <u>9/3/2024</u>
		John Lambrecht	
<b>Owner</b>	Triton College	By _____	Date _____
		Mark R. Stephens Board Chairman	

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

Meeting of September 24, 2024

ACTION EXHIBIT NO. 17109

**SUBJECT: SUBSCRIPTION TO BRITANNICA ACADEMIC**

**RECOMMENDATION:** That the Board of Trustees approve an Agreement with Britannica Education for an annual subscription to Britannica Academic. The prorated, 9-month term of service begins October 1, 2024 and ends June 30, 2025. Recommended changes have been agreed to and updated in the contract by Britannica Education. The total cost of the Agreement will not exceed \$5,502.33.

**RATIONALE:** Britannica Academic is an established company that meets the needs of the college by providing students, faculty, staff, and community members with trusted online reference and encyclopedic information on a variety of subjects.

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**Submitted to Board by:**



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

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**Board Officers' Signatures Required:**

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**Mark R. Stephens**  
Chairman

---

**Tracy Jennings**  
Secretary

---

**Date**

Related forms requiring Board signature: Yes  No



**U.S. LIBRARY OR HIGHER ED INSTITUTION  
SUBSCRIPTION ORDER FORM\***

*\*This Order Form forms an integral part of, and is subject in full to compliance with all terms and conditions set forth in, the Britannica Education Subscription License Agreement to be entered into by Britannica and Subscriber (the "License Agreement"). No modification, amendment, or waiver of any provision in the License Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. **Terms used herein and not otherwise defined shall have the meanings ascribed to them in the License Agreement.***

INSTITUTION INFORMATION	
<b>Institution Name:</b> <b>Triton College</b>	<b>Description:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Library</li> <li><input checked="" type="checkbox"/> Higher Education (College/University)</li> <li><input type="checkbox"/> District, Region, or similar collection of Institutions ("District")*</li> <li><input type="checkbox"/> Consortium*</li> </ul> <p><small>*If Institution is a 'District' or 'Consortium,' please provide the information requested on <b>Schedule A</b> to the License Agreement for each participating Institution or Consortium Member, as the case may be.</small></p>
<b>Street: 2000 Fifth Ave</b>	
<b>City: River Grove</b>	<b>State: IL</b>
<b>Zip: 60171</b>	
<b>Contact Name: Amy Pinc</b>	
<b>Phone: 708-456-3033 x 3424</b>	<b>Email: amypinc@triton.edu</b>
BRITANNICA® EDUCATION PRODUCTS; SUBSCRIPTION FEE(S); AUTHENTICATION; TERM	
<b>Britannica Academic</b> <b>10/1/2024-6/30/2025 (9 month subscription to align with fiscal year)</b>	
<b>Authentication Method(s):</b> Standard LTI/referral URL (or, at Britannica's sole discretion, using such other authentication method(s) that may be available to Britannica from time to time throughout the Term).	
<b>Subscription Term (# of Months): 9 months</b>	
DESCRIPTION OF PROFESSIONAL LEARNING SERVICES (PLS) (If Applicable)	
PURCHASE ORDER #; TOTAL FEES (Subscription Fee(s) plus Additional Fee(s))	
<b>TOTAL FEES:</b> \$ 5502.33.	
ORDER FORM DELIVERED BY ENCYCLOPAEDIA BRITANNICA, INC.'S REPRESENTATIVE:	ORDER FORM HEREBY IS ACKNOWLEDGED AND AGREED TO BY THE INSTITUTION'S DULY AUTHORIZED REPRESENTATIVE:
<p><small>DocuSigned by:</small></p> <p>By: <u>Diane Otey</u> 8/23/2024</p> <p><small>991B58A10B0E4CB...</small></p> <p>Name: <u>Diane Otey</u></p> <p>Phone: _____</p> <p>Email: <u>dotey@eb.com</u></p>	<p>By: _____</p> <p>Name: <u>Mark R. Stephens</u></p> <p>Title: <u>Triton College – Board Chairman</u></p> <p>Date: _____</p>



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**THIS BRITANNICA EDUCATION SUBSCRIPTION LICENSE AGREEMENT** (“**License Agreement**”) governs Subscriber’s subscription to and use of the Services.

This License Agreement is between Encyclopaedia Britannica, Inc., a Delaware corporation, its subsidiaries and its affiliates (collectively, “**Britannica**”), and the undersigned Institution (the “**Subscriber**” and, together with Britannica, the “**Parties**” or “**parties**”), and is effective as of the earlier of the date Subscriber signs or otherwise accepts this License Agreement (including by an authorized agent executing or otherwise accepting an Order Form) or the date of Subscriber’s first use of or access to the Services. This License Agreement incorporates all Order Forms (as defined below), and, to the extent terms and conditions set forth herein conflict with any term or condition contained in an applicable Order Form, the terms and conditions set forth herein shall control.

By accepting the Agreement (defined below), either by signing this License Agreement, clicking a box indicating acceptance, or executing an Order Form that references this License Agreement, or using or accessing the Services, Subscriber agrees to the terms and conditions set forth herein. Each person who signs or otherwise accepts this Agreement, or an applicable Order Form, on behalf of Subscriber represents that they have the authority to bind Subscriber and its affiliates to the Agreement, including the terms and conditions of this License Agreement, in their official capacity only and no personal liability shall be created as a result of executing this License Agreement or any Order Form. If the undersigned does not have such authority or does not agree with the terms and conditions of this License Agreement, the undersigned must not accept the Agreement and Subscriber and Users may not use the Services. In the event of a conflict between this Agreement and any referenced or linked agreements, this Agreement shall prevail.

For good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the parties additionally agree as follows:

### 1. Definitions.

“**Administrator**” means, if applicable, a Subscriber-designated User or Users who administer Subscriber’s Services account and has access to permissions and other sensitive settings. For the avoidance of doubt, an Administrator may be a Britannica employee.

“**Agreement**” means, collectively, (a) this License Agreement; (b) the applicable Order Form(s); and (c) if applicable, any data protection agreement, amendment, or addenda to this License Agreement entered into in writing between the Parties.

“**Applicable Laws**” means, collectively, the laws and regulations of the United States and in the district, locality or state of the Public Institution’s main campus that govern the Public Institution.

“**Britannica Content**” means Content provided or made available by Britannica and its licensors for use within the Services.

“**Consortium**” means an association of two or more Institutions or related entities with the objective of pooling their resources to procure the Services for the benefit of all “**Consortium Members**.” If applicable, Consortium Members are listed on **Schedule A** to the Order Form, which is incorporated by reference herein.

“**Content**” means text, graphics, photos, images, sounds, music, videos, audiovisual combinations, software files or applications and all other content and materials.

“**Educational Purposes**” means for the purpose of education, teaching, distance learning, private study and/or research, including use in reports, dissertations, school newspapers, presentations, courses, blogs, websites, lesson plans, smartboards, and for other noncommercial, educational or personal purposes in accordance with the Usage Agreements. For the avoidance of doubt, Educational Purposes shall not include use in connection with any fundraising or other promotional, sales, or profit-generating event.

“**Fees**” means the Total Fees described in an Order Form, which shall be exclusive of any sales, use or other such tax as may exist.

“**Higher Ed Institution**” means a two (2)-year or four (4)-year, public or private college or university, including Public Institutions and Consortiums.

“**Institution**” means a Library or Higher Ed Institution. For purposes of this Agreement, unless otherwise indicated, the



Institution's state of formation is the state in which the Institution is located.

**"Linked Services"** means and includes the applications, widgets, websites or mobile, desktop or other services that may be linked with a User's account on the Services.

**"Library"** means public or private libraries, including, without limitation, Public Institutions and Consortiums.

**"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

**"Order Form"** means an ordering document, including a Britannica order form, quote or invoice, that specifies the Services purchased and subscribed-to by Subscriber under this License Agreement. Each Order Form shall include the Service ordered, licensed population size, pricing, bill to, sold to, form of payment, and the Service-subscription term. Order Forms shall be subject solely to and incorporate by reference the terms of this License Agreement. If there is a conflict between the terms of this Agreement and the terms of an Order Form, the terms of this License Agreement will control. For the avoidance of doubt, Subscriber may submit separate Order Forms each specifying the Services to be provided by Britannica hereunder, and each Order Form shall incorporate the terms and conditions of and be governed by this Agreement. Submitting or acceptance of an Order Form or Subscriber's use of or access to the Services shall constitute Subscriber's unconditional acceptance of this Agreement. Order Forms can be accepted by Britannica only in accordance with the terms of this License Agreement. Additional or different terms proposed by Subscriber will not be applicable unless accepted in writing signed by Britannica. No change, modification, or revision of an Order Form or this License Agreement shall be effective unless in writing and signed by both Subscriber and Britannica.

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**"Products"** means Britannica's Britannica Education Learning suite of educational products more particularly described on Britannica's website at <https://britannicaeducation.com/products/>.

**"Public Institution"** or **"Public"** means or refers to an Institution that is majority-owned by or is a legal branch or agency of a local, state or federal government, or other like publicly owned or operated entities.

**"Remote Access"** means access to the Services by Users (not including Walk-In Users) for personal use from their personal computer or other personal mobile device, including, without limitation, smartphones and tablets.

**"Secure Authentication"** means access to (a) the Services by means of authentication determined by Britannica in its sole discretion, including, without limitation, referral URL or LTI authentication, and, (b) if applicable, individual, User Service accounts using unique usernames and passwords.

**"Secure Network"** means a network that is only accessible by Secure Authentication.

**"Services"** means one or more of the Products subscribed to by Subscriber pursuant to this Agreement and includes the Britannica Content.

**"Subscribed-To Services"** means one or more of the Services specified on an Order Form(s) submitted to Britannica by Subscriber and for which Subscriber has paid Britannica the applicable Fees.

**"Subscriber"** means the Institution signing the Order Form for purposes of subscribing to one or more of the Services.

**"Subscriber Data"** means all electronic data or information submitted by the Subscriber or its Users to the Services, except that Subscriber Data does not include a record that has had personal data removed such that an individual's identity is not uniquely identifiable from the record and there is no reasonable basis to believe that the remaining information can be used to identify an individual.

**"Terms of Use"** means the usage rules and other terms and conditions applicable to Users of the Services set forth in Section 1 of the Britannica Terms of Use located at <https://corporate.britannica.com/termsfuse.html>, as the same may be amended from time to time and published on the Services, or as otherwise provided in writing to Subscriber.

**"Usage Agreements"** means collectively, the Britannica (1) Terms of Use and (2) Privacy Policy (<https://corporate.britannica.com/termsfuse.html>) (<https://corporate.britannica.com/privacy.html>).

**"Usage Rights"** means any usage terms specified in an Order Form and the Usage Agreements. Subject to



Britannica's prior approval and payment of additional Fees, Subscriber may increase the population size of its Users as evidenced by an amended Order Form.

"User" means, as applicable, a Subscriber's (1) registered patrons or students, as the case may be; (2) employees; (3) agents; (4) representatives, regardless of physical location; and (5) other individuals each of whom are authorized and paid for by Subscriber to use the Services and to whom Subscriber (or, when applicable, Britannica at Subscriber's request) has supplied a username and password (for Secure Authentication), including Walk-In Users. If applicable, Users also may include Subscriber's consultants and contractors. For the avoidance of doubt, Users' rights hereunder shall be personal to the User and members of their immediate family residing with such User. Such rights of use are not transferrable, and Users shall be responsible for protecting the confidentiality of their credentials for access to the Services (e.g. usernames and password) and complying with any guidelines prescribed by Britannica from time to time to prevent unauthorized access to the Services. Subscriber agrees to immediately notify Britannica of any unauthorized use or other breach of security. Britannica reserves the right to perform one-way encryption for passwords for account maintenance purposes.

"Walk-In Users" are persons who are allowed by the Subscriber to access its information services from computer terminals or otherwise within the physical premises of the Subscriber. For the avoidance of doubt, Walk-In Users may be given access to the Services by any wireless Secure Network. Walk-In Users are not allowed Remote Access (as defined below) to the Services.

## 2. Grant of License.

- a) **Provision of the Services; Permitted Uses.** Conditioned on the provisions in this Section 2 and the other terms and conditions of this Agreement and payment of the applicable Fees and other charges, if any, set forth in an Order Form, Britannica shall make the Services available to Subscriber, and grants Subscriber, and Subscriber accepts, a non-exclusive license during the Term to (i) access (by Secure Authentication) and use the Services and Britannica Content contained therein for Educational Purposes, and (ii) permit Users to access (by Secure Authentication) and use the Services and Britannica Content contained therein for Educational Purposes.
- b) **Number of Users.** Pursuant to Britannica's population-size licensing model, Subscriber may grant access to and permit use of the subscribed-to Services by the number of Users in Subscriber's licensed-User population as specified on an applicable Order Form.
- c) **Applicability of the Terms of Use.** Other than as expressly set forth in this Agreement, Britannica makes the Services available to Users, and permits the above uses, subject in full to Subscriber's and each User's use in compliance with the Terms of Use (<https://corporate.britannica.com/termsfuse.html>).
- d) **Remote Access.** This Agreement permits the Subscriber to provide Remote Access to the Services by all Users except Walk-In Users. Subscriber shall not knowingly offer or make Remote Access available to business entities or other institutions (including educational institutions), and shall use its best efforts to inform Users that Remote Access is available to them for personal use only. Subscriber agrees that it will not market or promote Remote Access to business entities or other institutions and that it will terminate Remote Access to any location that Subscriber determines is a business entity or other institution (including educational institutions).
- e) **Consortiums.** If applicable, Subscriber agrees and represents that it has the agreement of all Consortium Members to enter into this Agreement and that each Consortium Member accepts and agrees to the terms and conditions of the Agreement, as if it had itself executed the same. Consortium Members and their Users are entitled to the rights, responsibilities, and privileges set forth for Subscriber under this Agreement. Subject to Britannica's prior approval, Subscriber may increase the number of Consortium Members and related Usage Rights by providing prior written notice thereof and paying additional Fees, as determined by Britannica and set forth in an Order Form.

## 3. Britannica Responsibilities.

- a) **Provision of the Services.** Britannica will (1) make the Services and Britannica Content available to Users pursuant to this License Agreement, any applicable Order Form, and, with respect to Users, the Usage Agreements; and (2) provide applicable training and support for the Services as detailed in an Order Form.
- b) **Protection of Subscriber Data.** Britannica will maintain administrative and technical safeguards for protection of the security, confidentiality and integrity of Subscriber Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Subscriber Data by Britannica personnel except (1) to provide the Services and prevent or address Service or technical problems; (2) as compelled by law; or (3) as Subscriber expressly permits in advance, in writing.



- c) **Data Processing.** Britannica's Privacy Policy located at <https://corporate.britannica.com/privacy.html> applies to the use of the Services by Subscriber and its Users, and Britannica's processing of Service-related data, including Subscriber Data, in connection with the Subscribed-To Services. All personal data processed by Britannica in connection with this Agreement and the Subscribed-To Services will be processed by Britannica in accordance with the terms and conditions set forth in this Agreement and the Privacy Policy.
- d) **Compliance with Applicable Laws.** Britannica shall comply with all applicable local, provincial, state, federal and foreign laws in providing the Services.
- e) **Additional Consents, Licenses and Indemnity.** Britannica represents to Subscriber that it is authorized to provide the content and services and that, before it provides the same to Subscriber, Britannica has obtained any licenses, consents and authorizations necessary for Britannica to provide the Services. To the extent permitted by Applicable Law, Britannica agrees to defend, indemnify and hold Subscriber harmless from and against all claims, liabilities, actions, damages, losses and costs (including reasonable attorneys' fees) that arise from any breach or alleged breach of this Section 3(e) by Britannica, including, without limitation, from any claims that are attributable to the negligence of Britannica or of its officers or employees when acting within the course and scope of their employment and for any claim, action, judgment or demand that made against Subscriber that information or material provided by Britannica is in violation of copyrights, trademark rights, trade secret rights, or any other intellectual property rights, or the privacy or publicity rights of others, or liability for information or material Britannica provides that is obscene, defamatory, threatening, harassing, abusive, hateful or embarrassing to any other person or entity, or is fraudulent or deceptive.

#### 4. Subscriber Responsibilities.

- a) **License Limitations.** In addition to any and all limitations set forth in the Terms of Use (<https://corporate.britannica.com/termsofuse.html>) and for the avoidance of doubt, Subscriber shall not, and shall make reasonable efforts to ensure Users do not: (1) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party; (2) use the Services to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, rules, or regulations, including the Applicable Laws; (3) use the Services to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy or publicity rights; (4) use the Services to send or store Malicious Code; (5) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (6) attempt to gain unauthorized access to the Services or its related systems or networks; or (7) use the Services or Content included or created therein for purposes other than Educational Purposes.
- b) **Usage Limits; Excess Use.** The Services are subject to usage limits, including, for example, the Usage Rights and User-population size specified in an Order Form. If Subscriber exceeds its Usage Rights ("Excess Use"), Britannica may work with Subscriber to seek to reduce Subscriber's usage so that it conforms to the agreed upon limits. If, notwithstanding Britannica's efforts, Subscriber is unable or unwilling to abide by the Usage Rights set forth in an Order Form, Britannica, in its sole discretion, may (1) request that Subscriber execute an Order Form for additional Usage Rights and pay any invoice for Excess Use (an "Excess Usage Invoice") in accordance with Section 7 below, and/or (2) terminate Subscriber's subscription without penalty or repayment of any kind by Britannica.
- c) **Administrator and User Accounts.** If applicable, Subscriber is responsible for designating Administrators for its Services' accounts, maintaining updated Administrator contact information, and managing access to Administrator accounts. In addition, Subscriber agrees to use best efforts to ensure Users are informed of and familiarize themselves with the Usage Agreements prior to using the Services.
- d) **Additional Consents, Licenses and Indemnity.** Subscriber represents to Britannica that it is authorized to use the Subscriber Data and that, before it provides the same to Britannica, Subscriber has obtained any licenses, consents and authorizations necessary for Britannica to provide the Services. To the extent permitted by Applicable Law, Subscriber agrees to defend, indemnify and hold Britannica harmless from and against all claims, liabilities, actions, damages, losses and costs (including reasonable attorneys' fees) that arise from any breach or alleged breach of this Section 4(e) by Subscriber, including, without limitation, from any claims that are attributable to the negligence of Subscriber or of its officers or employees when acting within the course and scope of their employment.
- e) **Compliance with Usage Agreements and Applicable Laws; Accuracy of Subscriber Data.** Except as otherwise provided herein, Subscriber shall comply with, is wholly responsible for, and shall ensure compliance by Users with, the Usage Agreements (including, without limitation, any acceptable use policies set forth therein). Subscriber shall: (1) have sole responsibility for the accuracy, quality, integrity, legality,





reliability, and appropriateness of all Subscriber Data; (2) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Britannica promptly of any such unauthorized access or use; (3) comply with all applicable local, state, and federal laws when using the Services; and (4) if applicable, provide Britannica with means to communicate with Administrators in order to promote the use of the Services by Users.

f) **Data Privacy.** Subscriber understands, acknowledges and agrees that:

1. Subscriber has read and understands the Britannica's Privacy Policy located at <https://corporate.britannica.com/privacy.html>. By entering into this Agreement, Subscriber consents, on behalf of itself and its Users, to Britannica's collection, processing, use and transfer of Service-related data, including Subscriber Data and Derivative Works, in the manner described in Britannica's Privacy Policy located at <https://corporate.britannica.com/privacy.html>.
2. Information and data, including Subscriber Data, provided to Britannica by Subscriber or Users through the Services or third-party service providers are necessary for the provision of the Services.
3. Subscriber consents, on behalf of itself and Users, to Britannica's disclosure of Service-related data, including Subscriber Data, to Britannica's third-party service providers or other third parties where such disclosure is necessary for the performance of Britannica's obligations under this Agreement and complies with Britannica's Privacy Policy located at <https://corporate.britannica.com/privacy.html>, or as required by law.

g) **Subscriber Security Measures.** Subscriber agrees to take such reasonable steps as are necessary to protect the Services from unauthorized use, disclosure or third-party access. Such steps shall be at least of the same quality and sophistication as Subscriber uses to protect electronic transmissions of its own intellectual property from unauthorized use, and shall include, but not be limited to, disclosing the Services security code only to Users. At Britannica's request, Subscriber will disclose to Britannica such security measures as are then being used by Subscriber to prevent access by other than Users to the extent such measures can be disclosed without threatening the integrity of Subscriber's network.

5. **Effective Date; Term of this Agreement.** Subject to Section 6 below, this Agreement and the terms and conditions set forth herein shall become effective on the date of the last signature on the Order Form ("**Effective Date**") and shall continue for the Subscription Term stated on the Order Form (the "**Initial Term**") unless otherwise indicated on the Order Form.

6. **Renewal Term(s).** Upon expiration of the Initial Term, this Agreement may be renewed for additional, one (1)-year periods (each a "**Renewal Term**" and, together with the Initial Term and all prior Terms of the Agreement, collectively, the "**Term**") upon the prior written agreement of the authorized agents of the Parties. In addition, unless otherwise agreed upon in advance, in writing by the authorized agents of the Parties, the Subscribed-To Products and related Fees for any Renewal Term shall be as set out in the Order Form submitted by Britannica to Subscriber in advance of such Renewal Term (email accepted) and shall be subject to the payment terms set forth in Section 7 below.

7. **Payment of Fees; Late Payment.** Subscription Fees for the Services shall be (a) due 45 days after receipt of Britannica's invoice, including any Excess Use Invoice, or as otherwise agreed upon by the parties in an Order form; and (b) non-refundable. Subscriber is a unit of local government and is exempt from any and all taxes and shall provide proof of such exemption upon request. Neither the Subscription Fees, nor any Excess Use Invoice, shall include an assessment of such taxes. Further, in the event of any underpayment or late payment of Fees by Subscriber, Britannica's shall have the right (in its sole discretion) to terminate this Agreement and access to the related Services upon 30 days written notice. Britannica assumes full responsibility for the payment of all federal, state and local taxes incurred by Britannica as a result of this Agreement.

8. **Proprietary Rights.**

- a) **Reservation of Rights.** The Services and Britannica Content are the property of Britannica, its affiliated companies or licensors, and protected by international copyright, patent and trademark laws changes. No rights are granted to Subscriber or Users hereunder other than as expressly set forth herein.
- b) **Subscriber Data.** As between Britannica and Subscriber, Subscriber exclusively owns all rights, title and interest in and to all Subscriber Data. Subscriber Data is deemed Confidential Information pursuant to Section 9 below. Neither Britannica nor its approved, third-party service providers shall access Subscriber's individual User accounts, except to: (1) respond to service or technical problems or at Subscriber's request, (2) as necessary for the operation of the Service or billing, or (3) collect aggregated data on the Subscriber's and



Users' usage of the Services for benchmarking and best practices. Subscriber hereby grants Britannica and its approved, third-party service providers for the duration of the Agreement (and for thirty (30) days thereafter) a worldwide, non-exclusive license right to use, copy, distribute, create derivative works based on, display, and perform the aggregated Subscriber Data as reasonably required for Britannica to provide the Services. However, in no case shall Britannica disclose or otherwise indicate any personal or private data in any manner.

- c) **Suggestions.** Britannica shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or its Users relating to the operation of the Services.

## 9. Confidentiality.

- a) **Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by the Disclosing Party. Further, Confidential Information of Britannica includes all Britannica intellectual property, including the Services and Britannica Content, and any updates, enhancements, modifications, improvements and derivative works thereto. In addition, Subscriber Data, including Student Data, are confidential to Subscriber. However, Confidential Information does not include any information that (1) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (2) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (3) is received from a third party without breach of any obligation owed to the Disclosing Party, (4) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, (5) or is subject to disclosure pursuant to a Freedom of Information Act request.
- b) **Degree of Care.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than reasonable care) to (1) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (2) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to its employees, agents and contractors to the extent necessary to perform its obligations under this Agreement.

## 10. Disclaimer of Warranties. THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER BRITANNICA CONTENT INCLUDED IN OR ACCESSIBLE FROM THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, (EXPRESS, IMPLIED AND STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH BRITANNICA EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW.

## 11. Limitation of Liability. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND LICENSORS, OR CONTENT PROVIDERS BE LIABLE: (I) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATED TO THIS AGREEMENT OR THE USE, INABILITY TO USE, PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS OR BUSINESS, OR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, EVEN IF BRITANNICA WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT, UNDER STATUTE, IN EQUITY, AT LAW OR OTHERWISE; OR (II) FOR ANY DAMAGES, LOSSES AND/OR CAUSES OF ACTION EXCEEDING THE VALUE OF A ONE (1) YEAR SUBSCRIPTION.

## 12. Indemnification. If permitted by Applicable Law and in addition to indemnification obligations set forth in Section 4 above, to the fullest extent permitted by law, each Party agrees to indemnify and hold the other Party, its directors, officers, shareholders, parents, subsidiaries, affiliates, agents and licensors harmless from and against all losses, expenses, damages and costs including reasonable attorneys' fees, arising out of or related to this License Agreement.

Subscriber, 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.

## 13. Termination. If Subscriber should breach any material provision in this Agreement and fail to remedy such default within thirty (30) days after receipt of written notice from Britannica, this Agreement shall terminate effective as of



the expiration of said thirty (30)-day period. In the event of termination of this Agreement by either party, Subscriber shall have no claims against Britannica or its affiliates. Termination of this Agreement automatically terminates Subscriber's and Users' licenses to use the Services, and any Britannica Content or any other materials contained in the Services. Any pre-paid subscription fees shall be prorated and returned to Subscriber in the event of termination of this Agreement.

**14. Assignment.** Subscriber may not assign any of its rights or delegate any of its obligations under this Agreement without Britannica's prior written consent.

**15. Dispute Resolution; Governing Law.**

a) **Dispute Resolution.** All disputes shall be resolved in the Circuit Court of Cook County, Illinois. If any provision of this Agreement is held to be overly broad in scope or duration by a court of competent jurisdiction, such provision shall be deemed modified to the broadest extent permitted under the law applicable to such proceeding. In addition, if any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

b) **Governing Law.** This Agreement (including those terms related to indemnification) will be governed by and construed in accordance with the Applicable Laws. Such laws shall govern without reference to the conflicts-of-laws rules thereof. In addition, each party agrees that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the local courts of the county in which the main campus of Public Institution is located, or the administrative tribunal having exclusive jurisdiction over disputes involving Public Institution, as applicable.

**16. Notices.** All notices provided in accordance with this Agreement shall be in writing and shall be sent to the authorized agents of the parties at their respective address set forth in this Agreement. Notices shall be sent by certified mail, return receipt requested, and shall be considered given three days after the date mailed.

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

**18. Entire Agreement.** This License Agreement, including all schedules, exhibits and addenda hereto, and the applicable Order Form(s) constitute the entire agreement between the Parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the authorized agents of the Party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this License Agreement and any schedule, exhibit or addendum hereto, any other Agreements referenced herein, and an Order Form, the terms of this License Agreement shall prevail.

**ENCYCLOPAEDIA BRITANNICA, INC.**

325 N. LaSalle St., Suite 200  
Chicago, IL 60654

DocuSigned by:

*Rick Booms*

8/23/2024

D015759989464DC

Name: Rick Booms

Title: SVP of Sales, US & Canada

Phone: (800) 621-3900

Email: rbooms@eb.com

**Triton College**

2000 Fifth Ave  
River Grove, IL, 60171

Name: Mark R. Stephens

Title: Board Chairman

Phone:

Email: