



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, December 17, 2024

- I. CALL TO ORDER** December 17, 2024 at 6:00 p.m.
Boardroom, A-300
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LXI**
Minutes of the Board Audit Committee Meeting of November 19, 2024, No. 7
Minutes of the Regular Board Meeting of November 19, 2024, No. 8
- 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. Board Policy – Second Reading
 - Academic Affairs
 - 6175 Harassment, Discrimination and Misconduct
 - B. Action Exhibits
 - 17135 2024 Tax Levy
 - 17136 Resolution Abating Taxes Levied for Debt Service on Series 2020A,
Series 2020B, and Series 2020C Bonds

- 17137 Certification of Compliance with Truth in Taxation Act
- 17138 Budget Transfers
- 17139 National Healthcareer Association Vendor Limit Increase
- 17140 Modification to Nelnet Payment Plan Enrollment Fee Structure
- 17141 CMS/Morton Salt, Inc. Rock Salt Purchase Agreement
- 17142 Purchase of Hybrid/Electric Vehicle Trainer from Lucas-Nuelle
- 17143 Purchase of Student Instructional Software from Wolters Kluwer Health
- 17144 Agreement with Rosemont Theatre
- 17145 Agreement with Rush University Medical Center
- 17146 Agreement with Axon Enterprise, Inc.
- 17147 High School Credit Recovery Program
- 17148 Student Community Employment Experience Program with Earthmed
- 17149 Student Community Employment Experience Program with Walgreens - Northlake
- 17150 Curriculum Recommendations

C. Purchasing Schedules

D. Bills and Invoices

- E. 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.

F. Human Resources Report

XIV. COMMUNICATIONS – INFORMATION

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

XV. ADJOURNMENT

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the Audit Committee (a Committee of the Whole) of the Board of Trustees to order in the Triton College Boardroom at 6:52 p.m. Following the pledge of allegiance, roll call was taken.

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

CITIZEN PARTICIPATION

None.

AUDIT COMMITTEE

Vice President of Business Services Sean Sullivan introduced Christine Torres, partner with auditors Crowe LLP. Ms. Torres described the audit process of testing and looking at compliance and controls. There are no issues with the financial statements; in review of federal compliance, one item was found in Financial Aid with an error in the system affecting a small subset of students. There was no federal money included, and no overspending; the issue was solved. The auditors and Business Office were thanked for a successful audit.

ADJOURNMENT

Motion was made by Ms. Viverito to adjourn the Board Audit Committee meeting, seconded by Mr. Regan. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 6:53 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Tracy Jennings
Board Secretary

Susan Page
Susan Page, Recording Secretary

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:54 p.m. The following roll call was taken.

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

APPROVAL OF BOARD MINUTES

Mrs. Potter made a motion, seconded by Ms. Harper to approve the minutes of the Regular Board Meeting of October 15, 2024 and the Board Decennial Committee of October 15, 2024. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

Cassandra Hutchinson, employee, addressed the Board regarding HSI and DEI (Hispanic-Serving Institution and Diversity, Equity & Inclusion). In light of the recent national election, she encouraged Triton leadership to be proactive with a plan of support so students and employees don't worry.

REPORTS/ANNOUNCEMENTS – Employee Groups

Faculty Association President Leslie Wester commented that she plans to submit a letter of intent to bargain this week, and wished everyone a happy Thanksgiving.

Mid-Management Association President Dorota Krzykowska reported that managers are gearing up for next semester, and wished everyone a happy Thanksgiving.

Adjunct Faculty Association President Bill Justiz congratulated the Triton College Foundation on a successful President's Reception. He reported that Adjuncts are busy teaching and preparing students for finals, and wished everyone a happy Thanksgiving.

AUDIENCE QUESTION

An individual in the audience asked about addressing the Board. Chairman Stephens directed the Office of the President to assist the individual in signing up to speak at the next Board meeting.

STUDENT SENATE REPORT

None.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Mr. Johnson 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

Mrs. Potter reported that the committee met on November 6 and reviewed fifteen 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 reported her attendance at the dedication of the River Grove Veterans Memorial last week. She described the project which started ten years ago with veterans making a connection with Triton architecture faculty and students. An architecture class worked on designing the memorial, and a design by two students was selected. Those students were present at the dedication ceremony, and local veterans groups were very appreciative.

CHAIRMAN'S REPORT

Chairman Stephens commented that there is a lot happening in politics, and stressed the importance of motives in running for office.

NEW BUSINESS

BOARD POLICY – First Reading

Academic Affairs 6175 Harassment, Discrimination and Misconduct

Chairman Stephens noted that this is a first reading and will return to the Board next month for approval of the revisions.

ACTION EXHIBITS

- 17118 Budget Transfers**
- 17119 Amended Agreement with Athletico Management LLC**
- 17120 Certificate of Final Completion and Authorization of Final Payment for the Roof Guard Systems Phase 1 Project**
- 17121 2025 Inspira Financial FSA Administrative Services Fees**
- 17122 2025 Blue Cross Blue Shield PPO Premium Rates**
- 17123 2025 Blue Cross Blue Shield HMO Premium Rates**
- 17124 2025 Delta Dental PPO Premium Rates**
- 17125 2025 Delta Dental Voluntary Premium Rates**
- 17126 Employee Health Insurance Co-Premiums**
- 17127 Agreement with Modern Campus for Website Redesign**
- 17128 COTG – Smart Technology Classroom Refresh**
- 17129 Pace Systems Camera Purchase**
- 17130 Disposal of Obsolete Computer Equipment**
- 17131 Amendment to Agreement with Loyola University Health System**
- 17132 Laerdal Medical Corporation Purchase of Simulation Patient**
- 17133 Curriculum Recommendations**
- 17134 Agreement with Common App**

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

PURCHASING SCHEDULES

B47.07 Continuing Education Guide Spring 2025

B47.08 Full Body X-Ray Phantom

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

BILLS AND INVOICES

Mr. Regan made a motion, seconded by Ms. Viverito, to pay the Bills and Invoices in the amount of \$6,953,388.32.

Roll Call Vote:

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

Motion carried 7-0 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. Regan, to approve page 1 of the Human Resources Report, items 1.1.01 through 1.3.01. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve pages 2 and 3 of the Human Resources Report, items 2.1.01 through 2.7.01. Voice vote carried the motion unanimously.

3.0 Administration

Ms. Viverito made a motion, seconded by Mr. Jennings, to approve page 4 of the Human Resources Report, Items 3.1.01 through 3.2.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Mrs. Potter made a motion, seconded by Mr. Regan, to approve pages 5 and 6 of the Human Resources Report, items 4.1.01 through 4.5.01. Voice vote carried the motion unanimously.

5.0 Mid-Management

Mr. Johnson made a motion, seconded by Mr. Jennings, to approve page 7 of the Human Resources Report, items 5.1.01 through 5.5.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Mrs. Potter made a motion, seconded by Mr. Regan, to approve pages 8 through 11 of the Human Resources Report, items 6.1.01 through 6.5.02. Voice vote carried the motion unanimously.

7.0 Other

Mr. Johnson made a motion, seconded by Mr. Jennings, to approve page 12 of the Human Resources Report, items 7.1.01 through 7.3.01. Voice vote carried the motion unanimously.

ADJOURNMENT

Motion was made by Mr. Jennings to adjourn the Regular Meeting of the Board, seconded by Ms. Viverito. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 7:18 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 December 17, 2024

POLICY SECTION Academic Affairs

POLICY NO. 6175

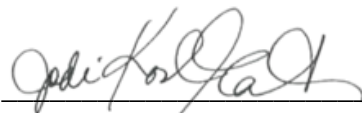
First Reading

Second Reading

TITLE: HARASSMENT, DISCRIMINATION AND MISCONDUCT

PURPOSE: The purpose of the proposed policy revision is to align the new U.S. Department of Education regulations governing Title IX at educational institutions that receive federal funding. Overall, these changes broaden the definition of sex-based harassment. The new guidelines went into effect August of 2024. Legal counsel has reviewed the proposed edits to the policy.

Submitted to Board by:



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

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

BOARD OF TRUSTEES, DISTRICT 504

ACADEMIC AFFAIRS

**HARASSMENT, DISCRIMINATION
AND MISCONDUCT**

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POLICY 6175
ADOPTED: 03/16/93
AMENDED: 06/20/00
AMENDED: 12/20/16
AMENDED: 02/18/20
AMENDED: 11/17/20
AMENDED:

I. Introduction

Triton College is committed to sustaining a learning environment that is free unlawful harassment, discrimination, threats, intimidation, or bullying. Conduct of this type by students, employees, and other individuals and entities who interact with our students and employees is prohibited. This prohibition applies in any context which has a reasonable relationship to Triton’s educational programs and activities, regardless of whether the conduct takes place on or off campus. A reasonable relationship includes enrolled students or active employees of Triton College.

Triton College requires its employees who observe or become aware of prohibited conduct to report such conduct to the Title IX Coordinator, identified below, in support of efforts to maintain a safe and productive environment for all members of the College community. We strongly encourage students and other individuals who experience or observe prohibited conduct to do the same. Triton College has Confidential Advisors on campus with whom college students can discuss incidents of sexual harassment without automatically triggering a report to the Title IX office.

This policy is intended to be consistent with federal law, including Title IX of the Education Amendments of 1972 (“Title IX”) and the Violence Against Women Act (VAWA), as well as the Illinois Preventing Sexual Violence in Higher Education Act and the Illinois Human Rights Act (IHRA).

II. Title IX

Title IX applies to federally-funded schools at all levels. Title IX protects students, employees, applicants for admission and employment, and other persons from discrimination, on the basis of sex in Triton’s education programs and activities. This includes discrimination or harassment based on gender identity, sexual orientation, sex stereotypes, sex characteristics, pregnancy or pregnancy related conditions.

BOARD OF TRUSTEES, DISTRICT 504

ACADEMIC AFFAIRS

**HARASSMENT, DISCRIMINATION
AND MISCONDUCT**

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POLICY 6175
ADOPTED: 03/16/93
AMENDED: 06/20/00
AMENDED: 12/20/16
AMENDED: 02/18/20
AMENDED: 11/17/20
AMENDED:

III. Prohibited Conduct

Examples of behaviors that could constitute prohibited conduct under Title IX include quid pro quo harassment, dating violence, domestic violence, sexual assault, forcible fondling, incest, rape, sexual assault with an object, forcible sodomy, stalking, and other unwelcome sex-based conduct that creates a hostile environment under Title IX.

Further information and definitions of each of the above prohibited acts can be found in Triton’s Harassment, Discrimination, and Sexual Misconduct Guidelines, available online.

Triton also prohibits retaliation against any person opposing discrimination or harassment or participating in any internal or external investigation or complaint process related to allegations of sex-based discrimination.

IV. Reporting a Complaint

The following people have a right to make a complaint of sex discrimination and will be considered the “Complainant”:

- a. A student or employee of Triton College who is alleged to have been subjected to conduct that could constitute sex discrimination, including harassment, or
- b. A person other than a student or employee of Triton College who is alleged to have been subjected to conduct that could constitute sex discrimination, including harassment, when that individual was participating or attempting to participate in Triton College’s education program or activity.

These additional individuals shall have the right to file a complaint on behalf of a Complainant:

BOARD OF TRUSTEES, DISTRICT 504

ACADEMIC AFFAIRS

**HARASSMENT, DISCRIMINATION
AND MISCONDUCT**

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POLICY 6175
ADOPTED: 03/16/93
AMENDED: 06/20/00
AMENDED: 12/20/16
AMENDED: 02/18/20
AMENDED: 11/17/20
AMENDED:

- a. A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a Complainant; or
- b. Triton College’s Title IX Coordinator or Deputy Title IX Coordinator.

To file a complaint alleging a violation of this policy, including Title IX, contact the Title IX Coordinator at:

Associate Vice President of Human Resources/Title IX Coordinator
Triton College
2000 Fifth Ave.
River Grove, IL 60171
Room P-105
(708) 456-0300

Students, Faculty and Staff have the option to file a complaint online at:
www.triton.edu/titleixreport

V. Processing Complaints

Triton College shall respond promptly and effectively to sexual harassment prohibited by Title IX. Notice to a Title IX Coordinator or Official with Authority of conduct that reasonably may constitute sex discrimination in an education program or activity charges a school with knowledge of potential Title IX misconduct and triggers the College’s response obligations.

Triton College must respond when sexual harassment prohibited by Title IX occurs in the school’s educational program or activity against a person in the United States. Conduct that occurs under Triton College’s education programs or activities includes, but is not limited to, conduct that occurs in a building owned or controlled by Triton College or a student organization that is officially recognized by Triton College and conduct that is subject to Triton College’s disciplinary authority. Title IX applies to all of Triton College’s education programs or activities, whether such programs or activities occur on-campus or off-campus. Title IX affirms that a Complainant’s wishes with respect to whether the school

BOARD OF TRUSTEES, DISTRICT 504

ACADEMIC AFFAIRS

**HARASSMENT, DISCRIMINATION
AND MISCONDUCT**

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POLICY 6175
ADOPTED: 03/16/93
AMENDED: 06/20/00
AMENDED: 12/20/16
AMENDED: 02/18/20
AMENDED: 11/17/20
AMENDED:

investigates should be respected unless the Title IX Coordinator or Deputy determines to initiate a complaint and an investigation over the wishes of the Complainant is appropriate after considering the relevant factors set forth under the Title IX regulations.

Triton's Harassment, Discrimination, and Sexual Misconduct Guidelines (available online) define sexual harassment prohibited by Title IX and explain the process for making, investigating, and resolving complaints of prohibited conduct, including outcomes, rights, responsibilities, and resources. Processing a report or complaint under the Title IX Sexual Harassment Grievance Procedures does not preclude processing some or all allegations of a report or complaint under other policies and procedures to the extent allowed by Title IX or other laws.

This Policy may include a broader definition of prohibited conduct than that found in the Title IX, because Triton is responsible for complying with other Illinois and Federal laws that include a broader definition of prohibited conduct than Title IX.

For all reports or complaints of discrimination or harassment on the basis of sex other than Title IX Sexual Harassment, the General Grievance Procedures in the Harassment, Discrimination, and Sexual Misconduct Guidelines (online) will be used to process the report or complaint.

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

Meeting of December 17, 2024

ACTION EXHIBIT NO. 17135

SUBJECT: 2024 TAX LEVY

RECOMMENDATION: That the Board of Trustees approve the 2024 tax levy as presented.

It has been determined that the amount of money necessary to be raised by taxation upon the taxable property of Community College District 504 for the 2024 tax year is \$33,659,040.

RATIONALE: The proposed aggregate levy is a \$116,110 increase, compared to the 2023 final extended levy, as presented by the Cook County Clerk. The 2024 tax levy will be used as a basis to the formation of the FY 2026 Budget and will provide the College with a portion of the financial resources necessary to support the educational plan for the current fiscal year. The increase is being funded by new property on the tax rolls from the closing of 3 local TIF districts including the Village of Franklin Park, O'Hare East TIF district; the Village of Schiller Park, Irving Park/Kolze TIF district; and the Village of Broadview, Roosevelt Road Tax Increment Redevelopment Plan.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

Certificate of Tax Levy

Community College District No. 504 County of Cook

Community College District Name: Triton College and State of Illinois

We hereby certify that we require:

the sum of \$22,615,159 to be levied as a tax for educational purposes, and

the sum of \$7,027,063 to be levied as a tax for operations and maintenance purposes, and

the sum of \$2,699,574 to be levied as a special tax for purposes of the Local Government and
Governmental Employees Tort Immunity Act, and

the sum of \$311,855 to be levied as a special tax for Workers' Compensation and
Occupational diseases insurance purposes, and

the sum of \$484,073 to be levied as a special tax for Medicare insurance purposes, and

the sum of \$70,419 to be levied as a special tax for Unemployment insurance purposes, and

the sum of \$150,897 to be levied as a special tax for financial audit purposes, and

the sum of \$300,000 to be levied as a special tax for Life Safety Projects

on the taxable property of our community college district for the year
2024; and that these amounts be levied on the equalized assessed value of the taxable property of
Community College District 504, County of Cook and State of Illinois, for the year 2024 to be
collected in the year 2025; and that the levy for the year 2024 be allocated 50% for Fiscal Year
2025 and 50% for Fiscal Year 2026.

Signed this 17th day of December, 2024.

Mark R. Stephens
Board Chairman of Said Community College District

Tracy Jennings
Secretary of the Board of Said Community College District

When any community college district is authorized to issue bonds, the community college board shall file in the office of the county clerk of each county in which any part of the community college district is situated a certified copy of the resolution providing for their issuance and levying a tax to pay them. The county clerk shall each year during the life of a bond issue extend the tax for bonds and interest set forth in the certified copy of the resolution.

Therefore, to avoid a possible duplication of tax levies, the community college board should not include in its annual tax levy a levy for bonds and interest.

Number of bond issues of said community college district which have not been paid in full 3.

This certificate of tax levy shall be filed with the county clerk of each county which any part of the community college district is located on or before the last Tuesday in December.

DETACH AND RETURN TO COMMUNITY COLLEGE DISTRICT

This is to certify that the Certificate of Tax Levy for Community College District No. 504 County of Cook and State of Illinois on the equalized assessed value of all taxable property of said community college district for the year 2024 was filed in the Office of the County Clerk of this county on _____, 2024.


In addition to an extension of taxes authorized by levies made by the board of said community college district, an additional extension (s) will be made, as authorized by resolution(s) on file in this office, to provide funds to retire bonds and pay interest thereon. The total amount, approved in the original resolutions(s), for said purpose for year 2024 is \$-0-.

County Clerk

County

Date

To: Sean Sullivan
Vice President Business Services

From: Jim Reynolds 
Executive Director of Finance

Date: December 2, 2024

RE: 2024 TIF districts returning to tax rolls

Three TIF districts are returning to the tax rolls in the 2024 levy year. Taxing bodies can only capture an increase in the tax increment for terminated TIFs in the first year they return. The termination of these TIFs will result in an estimated additional recovered TIF value (new property) of \$43,286,249.

- TIF Breakdown:
 - TIF VILLAGE OF FRANKLIN PARK - O'HARE EAST
 - Total EAV 2023: \$38,571,868
 - Frozen EAV: \$6,493,915
 - Increment: \$32,077,953
 - Triton College Revenue from Recovered TIF value \$86,045
 - TIF VILLAGE OF SCHILLER PARK - IRVING PARK/KOL
 - Total EAV 2023: \$4,136,248
 - Frozen EAV: \$1,361,295
 - Increment: \$2,774,953
 - Triton College Revenue from Recovered TIF value \$7,444
 - TIF VILLAGE OF BROADVIEW - ROOSEVELT RD
 - Total EAV 2023: \$20,681,899
 - Frozen EAV: \$12,267,982
 - Increment: \$8,433,343
 - Triton College Revenue from Recovered TIF value \$22,621

The total increment across all three TIFs is \$43,286,249.

- **Estimated Potential Revenue to Triton College:**

Triton College would need to increase its tax levy by an additional **\$116,110** for the 2024 tax year (from 1/1/2024 to 12/31/2024) to capture the equalized assessed value increment being returned to the tax rolls for the above-mentioned TIFs.

This estimate is based on the 2023 Equalized Assessed Value (EAV) data provided by Cook County, which is the most current data available. Please note, the property will return to the tax rolls based on the 2024 EAV, which may differ from the provided figures depending on final assessments.

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

Meeting of December 17, 2024

ACTION EXHIBIT NO. 17136

**SUBJECT: RESOLUTION ABATING TAXES LEVIED FOR DEBT SERVICE ON
SERIES 2020A, SERIES 2020B AND SERIES 2020C BONDS**

RECOMMENDATION: That the Board of Trustees approve the Resolution abating all taxes heretofore levied for the year 2024 to pay debt service on the District's outstanding Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A, General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B and Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C for the total abatement of \$3,454,283.26.

RATIONALE: This proposed abatement follows the Board's commitment to finance the campus redevelopment bonds with existing revenue streams, and not to levy additional taxes. When issuing the Bonds, the law requires taxes to be levied. This abatement removes the taxes on (a) the Series 2020A Bonds in the amount of \$19,672.50, (b) the Series 2020B Bonds in the amount of \$243,650.00, and (c) the Series 2020C Bonds in the amount of \$3,199,960.76.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 504, County of Cook and State of Illinois, held at 2000 Fifth Avenue, River Grove, Illinois, in said District at 6:30 o'clock P.M., on the 17th day of December, 2024.

* * *

The Chairman called the meeting to order and directed the Secretary to call the roll.

Upon roll call, Mark R. Stephens, the Chairman, and the following Trustees were physically present at said location: _____

The following Trustees were allowed by a majority of the Trustees of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Chairman announced that the next item of business before the Board of Trustees was the consideration of a Resolution abating all of the taxes heretofore levied for the year 2024 to pay debt service on the District's outstanding Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A, General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B and Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C.

Thereupon, Trustee _____ presented, and there was made available to the Trustees and interested members of the public the following Resolution:

A RESOLUTION abating all of the taxes heretofore levied for the year 2024 to pay debt service on the Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A, General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B and Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C of Community College District No. 504, County of Cook and State of Illinois.

Trustee _____ moved and Trustee _____ seconded the motion that said resolution as presented be adopted.

After a full and complete discussion thereof, the Chairman directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Trustees:

_____ voted AYE,

and the following Trustees:

_____ voted NAY.

Whereupon the Chairman declared the motion carried and said resolution adopted, and approved and signed the same in open meeting and directed the Secretary to record the same in full in the records of the Board of Trustees of Community College District No. 504, County of Cook and State of Illinois, which was done.

Other business not pertinent to the adoption of said Resolution was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

Secretary, Board of Trustees

A RESOLUTION abating all of the taxes heretofore levied for the year 2024 to pay debt service on the Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A, General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B and Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C of Community College District No. 504, County of Cook and State of Illinois.

* * *

WHEREAS, the Board of Trustees (the “*Board*”) of Community College District No. 504, County of Cook and State of Illinois (the “*District*”), by a resolution dated October 20, 2020, as supplemented by a Bond Order dated October 27, 2020 (together, the “*2020 Bond Resolution*”), has heretofore issued and has outstanding its Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A (the “*Series 2020A Bonds*”), and provided for the levy of a direct annual tax sufficient to pay the principal of and interest on the Series 2020A Bonds; and

WHEREAS, the Board, by the 2020 Bond Resolution, has also heretofore issued and has outstanding its General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B (the “*Series 2020B Bonds*”), and provided for the levy of a direct annual tax sufficient to pay the principal of and interest on the Series 2020B Bonds; and

WHEREAS, the Board, by the 2020 Bond Resolution, as supplemented by a Bond Order dated December 9, 2020 (together, the “*2020C Bond Resolution*”), has heretofore issued and has outstanding its Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C (the “*Series 2020C Bonds*”), and provided for the levy of a direct annual tax sufficient to pay the principal of and interest on the Series 2020C Bonds; and

WHEREAS, duly certified copies of the 2020 Bond Resolution and the 2020C Bond Resolution (collectively, the “*Bond Resolutions*”) were filed in the office of the County Clerk of Cook County, Illinois (the “*County Clerk*”); and

WHEREAS, the Board has determined and does hereby determine that the Pledged Revenues (as defined in the Bond Resolutions) are or will be available to pay the principal of and interest on the Series 2020A Bonds, the Series 2020B Bonds and the Series 2020C Bonds when due on June 1, 2025 and December 1, 2025, so as to enable the abatement of the Pledged Taxes (as defined in the Bond Resolutions) levied for the same; and

WHEREAS, it is necessary and in the best interests of the District that the tax heretofore levied for the year 2024 pursuant to the Bond Resolutions for the purpose of paying principal of and interest on the Series 2020A Bonds, the Series 2020B Bonds and the Series 2020C Bonds be abated:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 504, COUNTY OF COOK AND STATE OF ILLINOIS, AS FOLLOWS:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and do incorporate them into this Resolution by this reference thereto.

Section 2. Abatement of Tax – Series 2020A Bonds. The tax heretofore levied for the year 2024 in the 2020 Bond Resolution with respect to the Series 2020A Bonds shall be abated as follows:

YEAR OF LEVY	TAX LEVIED IN THE 2020 BOND RESOLUTION	TAX TO BE ABATED	TAX TO BE EXTENDED SUFFICIENT TO PRODUCE
2024	\$19,672.50	\$19,672.50	\$0.00

Section 3. Abatement of Tax – Series 2020B Bonds. The tax heretofore levied for the year 2024 in the 2020 Bond Resolution with respect to the Series 2020B Bonds shall be abated as follows:

YEAR OF LEVY	TAX LEVIED IN THE 2020 BOND RESOLUTION	TAX TO BE ABATED	TAX TO BE EXTENDED SUFFICIENT TO PRODUCE
2024	\$243,650.00	\$243,650.00	\$0.00

Section 4. Abatement of Tax – Series 2020C Bonds. The tax heretofore levied for the year 2024 in the 2020C Bond Resolution with respect to the Series 2020C Bonds shall be abated as follows:

YEAR OF LEVY	TAX LEVIED IN THE 2020C BOND RESOLUTION	TAX TO BE ABATED	TAX TO BE EXTENDED SUFFICIENT TO PRODUCE
2024	\$3,190,960.76	\$3,190,960.76	\$0.00

Section 5. Filing of Resolution. Forthwith upon the adoption of this Resolution, the Secretary of the Board shall file a certified copy hereof with the County Clerk, and it shall be the duty of the County Clerk to abate all said taxes for the year 2024 in accordance with the provisions of this Resolution.

Section 6. Repealer. All other resolutions or orders, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed, and this Resolution shall be in full force and effect forthwith and immediately upon its adoption.

Passed by the Board on December 17, 2024 by a roll call vote as follows:

AYES: _____

 NAYS: _____

 ABSENT: _____

**COMMUNITY COLLEGE
DISTRICT NO. 504, COUNTY OF
COOK AND STATE OF ILLINOIS**

By: _____
Chairman

APPROVED this 17th day of December, 2024.

Attest:

Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF RESOLUTION AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of Community College District No. 504, County of Cook and State of Illinois (the “*District*”), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the District and of the Board of Trustees thereof (the “*Board*”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 20th day of December, 2024, insofar as same relates to the adoption of a resolution entitled:

A RESOLUTION abating all of the taxes heretofore levied for the year 2024 to pay debt service on the Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A, General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B and Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C of Community College District No. 504, County of Cook and State of Illinois,

a true, correct and complete copy of which said Resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Public Community College Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the District, this 17th day of December, 2024.

Secretary, Board of Trustees

STATE OF ILLINOIS)
)
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Cook County, Illinois, and as such official I do further certify that on the ____ day of _____, 20____, there was filed in my office a duly certified copy of a resolution entitled:

A RESOLUTION abating all of the taxes heretofore levied for the year 2024 to pay debt service on the Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A, General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B and Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C of Community College District No. 504, County of Cook and State of Illinois,

duly passed and approved by the Board of Trustees of Community College District No. 504, County of Cook and State of Illinois, on the 17th day of December, 2024, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2024 for the payment of the District’s outstanding Series 2020A Bonds, Series 2020B Bonds and Series 2020C Bonds, as described in the Bond Resolutions, will be abated in their entirety as provided in the Resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 20____.

County Clerk of Cook County, Illinois

(SEAL)

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

Meeting of December 17, 2024

ACTION EXHIBIT NO. 17137

SUBJECT: CERTIFICATION OF COMPLIANCE WITH TRUTH IN TAXATION ACT

RECOMMENDATION: That the Board of Trustees approve the attached Certification of Compliance with the Truth in Taxation Act.

RATIONALE: The 2024 Tax Levy has been adopted in full compliance with the provisions of Division 2.1, Sections 18-101.1 through 18-101.45 of the Truth in Taxation Law, 35 ILCS 200/18-60 through 18-85.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

TRUTH IN TAXATION

CERTIFICATE OF COMPLIANCE

I, Mark R. Stephens, hereby certify that I am the Chairman and the presiding officer of the Board of Trustees of Community College District No. 504, County of Cook and State of Illinois, and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of the Illinois Property Tax Code – Truth in Taxation Law, 35 ILCS 200/18-60 through 18-85.

This Certificate applies to the 2024 Levy.

Dated this 17th day of December, 2024

Mark R. Stephens, Chairman
Board of Trustees
Community College District No. 504
County of Cook and State of Illinois

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

Meeting of December 17, 2024

ACTION EXHIBIT NO. 17138

SUBJECT: BUDGET TRANSFERS

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

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

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

**PROPOSED BUDGET TRANSFERS - FY 2025
FOR THE PERIOD 11/1/24 to 11/30/24**

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
EDUCATION FUND					
1	Business	01-10200520-550200010	Business	01-10200520-540600010	350.00
2	Records	01-30100511-510200005	General Institutional	01-80600525-510900010	13,710.00
3	Counseling	01-30200515-550200010	Counseling	01-30200515-540600010	500.00
4	Early College	01-30200541-550200005	Early College	01-30200541-540900505	650.00
TOTAL EDUCATION FUND					\$ 15,210.00
AUXILIARY FUND					
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
5	Athletics	05-60400505-550100005	Athletics	05-60400505-540600005	165.00
6	Men's Soccer	05-60401020-540900505	Men's Soccer	05-60401020-530900010	500.00
7	Volleyball	05-60401025-540900505	Volleyball	05-60401025-530900010	1,000.00
8	Women's Soccer	05-60401035-540900505	Women's Soccer	05-60401035-530900010	500.00
TOTAL AUXILIARY FUND					\$ 2,165.00
TOTAL PROPOSED BUDGET TRANSFERS					\$ 17,375.00

Budget Transfer Form

Dollar Amount

\$350

From what Budget Account

01 10200520 550200010

Object Code Description

Professional Development Travel In State

To what Budget Account

01 10200520 540600010

Prof Dev-Publications and Dues

Is this a Grant?
Yes () No (X)

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

Grant Accountant?

Include Attachments: Yes () No (X)

Rationale:

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

For FY2025, all professional development funds are being made available through the Professional Development-Travel In State Object Code. The faculty may request funds for publications and dues, meeting expenses, Travel In State, or Travel Out of State as needed. Professor Geoff Hiller is requesting funds to cover membership dues.

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

Funds are needed to cover the American Institute of Certified Public Accountants (AICPA) and the Chartered Institute of Management (CIMA) annual membership fee for Professor Geoff Hiller.

Required Signatures

Requestor

Signed by: Lucero Berrones 10/8/2024
111AA18F6284416

Cost Center Manager

Signed by: William M. Griffin 10/8/2024
129C781E174924B

Associate Dean (If Applicable)

Signed by: Justyna Kohly 10/8/2024
2BEP771AE102461

Dean (If Applicable)

DocuSigned by: Panos Hadjimitsos 10/29/2024
A0K43D1950B4EE

Associate Vice President

Signed by: Paul Jensen 11/1/2024
815C006BB1974DE

Area Vice President

Signed by: Susan Campos 11/1/2024
87DB743E08A6449

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____ *M*

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

VP of Business Services: Susan 11/2/24

Entered by: B7B16 73 11-13-24

Budget Transfer Form

Dollar Amount

\$13,710.00

From what Budget Account

01 30100511 51020005

Object Code Description

Salary

To what Budget Account

01 80600525 510900010

Salary Lapse

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

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

Grant Accountant?

Include Attachments: Yes [] No [X]

Rationale:

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

Unused salary for the position of Manager of Records from July 1, 2024-September 30, 2024

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

Salary Lapse

Required Signatures

Requestor

Signed by: Sandy Rivera 10/10/2024
00B787B4D1B0487...

Cost Center Manager

Signed by: Joe Klinger 10/10/2024
D123C0A7D82E490...

Associate Dean (if Applicable)

Dean (if Applicable)

Associate Vice President

Signed by: Colleen Rockafellow 10/29/2024
B57C5EAAAF3454E1...

Area Vice President

Signed by: Sean Sullivan 11/7/2024
842220251EC7AA1...

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 11/12/24

Entered by: B7817 73 11-13-24

Budget Transfer Form

Dollar Amount

\$500

From what Budget Account

01 30200515 550200010

To what Budget Account

01 30200515 540600010

Object Code Description

Counseling: Prof-dev travel in state

Counseling: prof dev publications & dues

Is this a Grant?

Yes [] No [X]

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

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

Grant Accountant?

Include Attachments: Yes [] No [X]

Rationale:

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

A zero cost transfer should have been completed in July when we received the new budget. There were \$0 appropriated to the prof dev publications and dues area though many counselors use their professional development to pay for dues.

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

Requests for renewal are coming in and funds are needed to cover the costs.

Required Signatures

Requestor

Signed by: Leslie Wester 10/1/2024

Cost Center Manager

Signed by: Tracy Wright 10/30/2024

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

Signed by: Julia Willis 11/7/2024

Area Vice President

Signed by: Sodi Koslow Martin 11/7/2024

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 11/12/24

Entered by: B7818 B 11.13.24

Budget Transfer Form

Dollar Amount	<u>\$650.00</u>	
From what Budget Account	<u>01 30200541 55020005</u>	Object Code Description <u>Early College:Travel In State</u>
To what Budget Account	<u>01 30200541 540900505</u>	<u>Early College: Other Materials & Supplies</u>
Is this a Grant? *If you are submitting a grant transfer, the following statement must appear in the Rationale: Yes () No (X) "This is an allowable transfer under the (name of grant) guidelines"		
Grant Accountant?		Include Attachments: Yes () No (X)

Rationale:
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Reduction in budget for Travel In State is due to only one conference being offered in the spring and not two.

Explain specifically why additional funds are needed in the receiving account:
 Funds are needed to the Other Materials and Supplies items to support the high school senior transition activities in the spring semester. This is a new activity from the request of the high schools to support high school students who have taken dual credit classes to matriculate seamlessly over to Triton after high school graduation. A new activity from the request of the high schools to support high school students who have taken dual credit classes to matriculate seamlessly over to Triton after high school graduation.

Required Signatures

Requestor	<u>Signed by: Alexandria Terrazas</u>	<u>11/11/2024</u>
Cost Center Manager	<u>Signed by: Alexandria Terrazas</u>	<u>11/11/2024</u>
Associate Dean (if Applicable)		
Dean (if Applicable)	<u>Signed by: Alexandria Terrazas</u>	<u>11/11/2024</u>
Associate Vice President	<u>Signed by: Paul Jensen</u>	<u>11/13/2024</u>
Area Vice President	<u>Signed by: Susan Campos</u>	<u>11/16/2024</u>

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____ *JK*

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

VP of Business Services: *[Signature]* 11/21/24

Entered by: B 7827 JB 11.21.24

Budget Transfer Form

Dollar Amount

\$165.00

From what Budget Account

05 - 60400505 - 550100005

Object Code Description

Athletics: Meeting Expense

To what Budget Account

05 - 60400505 - 540600005

Athletics: Publications and Dues

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

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

Grant Accountant?

Include Attachments: Yes [] No [X]

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
Expenses have come in under budget, allowing for a reallocation of a portion of the surplus.

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

Higher prices of other dues have fully expended the account.

Required Signatures

Requestor

Signed by: Yaren Hernandez 10/28/2024

Cost Center Manager

Declassified by: Garrick Abregian 10/28/2024

Associate Dean (if Applicable)

Dean (if Applicable)

Signed by: _____ 10/28/2024

Associate Vice President

Signed by: Colleen Rockafellow

Area Vice President

Signed by: Sean Sullivan 11/7/2024

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: AP

Exec. Dir. of Bus. Operations: CR

VP of Business Services: San 11/2/24

Entered by: B 7821 73

Budget Transfer Form

Dollar Amount \$500.00

From what Budget Account 05 - 60401020 - 540900505 Object Code Description Men's Soccer: Other Materials & Supplies

To what Budget Account 05 - 60401020 - 530900010 Object Code Description Men's Soccer: Other Contractual Services

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

Grant Accountant? _____ Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
Spent less on materials due to having fewer players on the Men's soccer team.

Explain specifically why additional funds are needed in the receiving account:
Higher referee rates compared to last year has fully expended the budget.

Required Signatures

Requestor Yaren Hernandez 11/11/2024
Signed by: 6F1661B718D0434

Cost Center Manager Garrick Abuzetian 11/12/2024
DocuSigned by: 6A97508BA91C484

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Colleen Rockafellow 11/12/2024
Signed by: 857C58AAF3454E1

Area Vice President Sean Sullivan 11/12/2024
Signed by: 642220251EC74A1

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: NR

Exec. Dir. of Bus. Operations: CR

VP of Business Services: Sam 11/12/24

Entered by: B7823 B 11-13-24

Budget Transfer Form

Dollar Amount \$1,000.00

From what Budget Account 05 60401025 540900505 Object Code Description Volleyball: Other Materials & Supplies

To what Budget Account 05 60401025 530900010 Object Code Description Volleyball: Other Contractual Services

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

Grant Accountant? _____ Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
Spent less on materials due to having fewer players on the volleyball team.

Explain specifically why additional funds are needed in the receiving account:
Rates for volleyball referees increased from last year, so account was underfunded.

Required Signatures

Requestor Yaren Hernandez Signed by: _____ 11/6/2024
0F1601B7F10D0434

Cost Center Manager Garrick Abuzetian DocuSigned by: _____ 11/6/2024
0AB75080AB10464

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Colleen Rockafellow Signed by: _____ 11/6/2024
057C58AAF3454E1

Area Vice President Sean Sullivan Signed by: _____ 11/7/2024
042220251EC74X1

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____ *JP*

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

VP of Business Services: _____ *11/12/24*

Entered by: B7824 73 11.13.24

Budget Transfer Form

Dollar Amount

\$500.00

From what Budget Account

05 60401035 540900505

Object Code Description

WS: Other Materials & Supplies

To what Budget Account

05 60401035 530900010

WS: Other Contractual Services

Is this a Grant?

Yes [] No [X]

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

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

Grant Accountant?

Include Attachments: Yes [] No [X]

Rationale:

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

Spent less on materials due to having fewer players on the Women's soccer team.

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

Higher referee rates compared to last year has fully expended the budget.

Required Signatures

Requestor

Signed by: Yaren Hernandez 11/11/2024
8F1861B718D0434...

Cost Center Manager

DocuSigned by: Garrick Abazetian 11/12/2024
8AB75088A81D464...

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

Signed by: Colleen Rockafellow 11/12/2024
857C55AAAF3451E1...

Area Vice President

Signed by: Sean Sullivan 11/12/2024
842220251EC74A1...

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance:  _____

Exec. Dir. of Bus. Operations:  _____

Entered by: B7825 B 11.13.24

VP of Business Services:  11/12/24

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

Meeting of December 17, 2024

ACTION EXHIBIT NO. 17139

SUBJECT: NATIONAL HEALTHCAREER ASSOCIATION VENDOR LIMIT INCREASE

RECOMMENDATION: That the Board of Trustees approve a \$5,000 vendor limit increase up to \$30,000 for FY25 for NHA.

RATIONALE: National Healthcareer Association (NHA) is a vendor for the School of Continuing Education that provides certification exams, study guides and practice test materials in preparation for taking national certification exams that are in alignment with the College's curriculum. Exams are taken following completion of three non-credit programs: EKG Technician, Medical, Billing and Coding, and Phlebotomy. These materials are purchased for students supported through the State of Illinois Workforce Equity Initiative (WEI) grant. The College has currently spent \$25,000 for NHA materials. This vendor limit increase is critical to the College's continued operation and efficiency. The necessary items are only available from NHA and are, therefore, exempt from competitive bidding requirements under 110 ILCS 805/3-27.1(l).

Sean Sullivan

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

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

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

Meeting of December 17, 2024

ACTION EXHIBIT NO. 17140

SUBJECT: MODIFICATION TO NELNET PAYMENT PLAN ENROLLMENT FEE STRUCTURE

RECOMMENDATION: That the Board of Trustees approve the modification to the current service agreement with Nelnet, Inc., effective Fall 2025, to update the student enrollment fee structure for payment plans. Under this modification, the college will continue covering a \$25 payment plan enrollment fee for students who enroll in Fall courses before August 1st and Spring courses before January 1st. Beginning August 1, 2025, the student-paid enrollment fee will increase by \$5.00 to \$30.00 per payment plan.

RATIONALE: Nelnet Business Solutions is the college's partner in managing payment plans for students. This \$5.00 increase was negotiated with Nelnet to continue our services with their platform for the college to continue providing a reliable payment plan option for students. The updated structure will remain in place for all payment plan agreements commencing with the Fall 2025 term.

Sean Sullivan

Submitted to Board by: _____

Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

Under the terms of the existing Professional Services Agreement effective dated April 19, 2006 (“Agreement”), by and between **Triton College** (“Institution”) and **Nelnet Business Solutions, Inc.** (dba Nelnet Campus Commerce) (formerly FACTS Management Company) (“Company”), at any time, a completed Order Form for a service will be sufficient to incorporate that service into the Agreement under the service’s current Terms and Conditions. An Order Form must be accepted by the Institution in writing by signing and returning the Order Form.

Modification to Current Service:

- Institution elects to bundle Payment Plan services;
- Enrollment Fees, as outlined, will be effective as of the payment plan agreement period for the Fall 2025 term; and
- Fees for other services to be implemented, if any, will be effective as of the respective Commencement Date.

Product/Service	Implementation Fee	Annual Fee	Monthly Fee	Transaction Fee
Payment Plan Bundle – Enterprise	\$0.00	Waived		
Payment Plans, Traditional	Current Service			
Enrollment Fee (2-6 payments; <u>Institution Paid</u>) Fall Term, thru 07/31 Spring Term, thru 12/31				\$25.00
Enrollment Fee (2-6 payments; <u>Responsible Party Paid</u>) Fall Term, 08/01 and after Spring Term, 01/01 and after				\$30.00
CFI (Optional; indicate amount, if any, to the right.)				\$_____
Enrollment Fee (7-12 payments)				\$50.00
CFI (Optional; indicate amount, if any, to the right.)				\$_____
Returned/Declined Payment Fee				See 3.d. below
Payment Plans, Past Due Payment Plans, Pending Aid Payment Plans, International (with Convera)				
Enrollment Fee (2-6 payments)				\$30.00
CFI (Optional; indicate amount, if any, to the right.)				\$_____
Enrollment Fee (7-12 payments)				\$50.00
CFI (Optional; indicate amount, if any, to the right.)				\$_____
Returned/Declined Payment Fee				See 4.d. below
Card Payment Processing (Optional; ✓ box to elect.)	Current Service			
<input type="checkbox"/> Credit/Debit Card payment (fixed rate <i>Discount Fee</i>)				2.35%
<input checked="" type="checkbox"/> Credit/Debit Card payment (fixed rate <i>Service Fee</i>)				2.60%
Company-built Integration (NBS Connector)	Current Service			

1. Order Form Terms:

- This Order Form supersedes all prior Order Forms for the Service(s) indicated and reflects the Institution’s elections and associated pricing as of the last date of signature. This Order Form and the services outlined herein are subject to the terms and conditions of the Agreement, including all amendments and addenda, if any.
- Any mutually agreeable modification or addition of Service(s) must be on a written and executed Order Form. Any subsequently executed Order Form will be subject to the terms and conditions of the Agreement, and any conflict between Order Forms will be controlled by the later executed Order Form.

[Order Form continued on following page.]

- c. For the avoidance of doubt, nothing in this Order Form will relieve the Institution's obligation to pay for payment processing (i.e., merchant fees, credit card assessments, or ACH fees) or installation, maintenance, and transaction fees for any other Company-delivered Service the Institution:
- i. is currently contracting to use until such time as the Service is terminated; or
 - ii. may elect to implement in the future.
- Company will continue to assess fees and invoice Institution for currently delivered Services, through the effective termination date for each respective Service, according to the current pricing schedule outlined in the Agreement.

2. **Fees:**

- a. **Implementation Fee (if applicable):** Company will invoice Institution for fifty percent (50%) of the applicable Implementation Fee, if any, upon receipt of an executed Order Form. The remaining Implementation Fee balance will be invoiced upon completed service implementation ("go live").
- b. **Annual Fee (if applicable):** Assessed per year or any portion thereof. The initial (Year 1) Annual Fee will be invoiced to Institution upon completed service implementation ("go live").
- c. **Monthly Fee (if applicable):** Monthly Fee includes hosting, maintenance, technical support, and release upgrade services.
- d. **Transaction Fee:** Per transaction fees assessed for any Company-initiated/processed transaction, including but not limited to payments (both ACH and credit/debit card), credit card refunds/reversals (individual and/or batch), merchant processing fees, disbursements, and in-person payments, if applicable.
- e. Each hosted service is configured to Institution specifications without source code customization. Any post-deployment change requests will be billed at the then-current Professional Service hourly rate.

3. **Payment Plans:**

- a. **Annual Fee (if applicable):**
 - i. For Enterprise clients, the Annual Fee will be waived if Institution 1) implements/uses Student Payments, or 2) uses Institution-built or third-party integration.
 - ii. For Enterprise Payment Plan-only clients, the Annual Fee will be waived if Institution generates \geq \$20,000 in payment plan enrollment fees in the preceding calendar year.
 - iii. The Annual Fee will apply if Institution does not meet the above outlined criteria.
- b. **Enrollment Fee:** The stated fee may be paid by the Payer/Responsible Party or Institution, depending on Institution's desired configuration for the specific payment plan in question. This configuration option may be modified for future payment plan agreement periods, at the Institution's discretion, upon written notice to the Company in such time and in such manner as to afford the Company a reasonable opportunity to enact the change.
- c. **Funds Collected for Institution ("CFI"):** Institution may elect to assess an additional fee beyond the Company's enrollment fee. The difference between the full amount assessed to the Responsible Party and the Company enrollment fee (funds Collected for Institution or "CFI"), if any, will be processed by the Company and remitted to the Institution. This configuration option may be modified for future payment plan agreement periods, at the Institution's discretion, upon written notice to the Company in such time and in such manner as to afford the Company a reasonable opportunity to enact the change.
- d. **Returned/Declined Payment Fee:** NSF for eCheck or declined card; a returned payment fee not to exceed the maximum amount permitted under applicable law will be assessed to the consumer (Payer/Responsible Party) if a scheduled payment attempt fails. An uncollected scheduled payment may be reattempted up to two (2) more times. Rescheduled failed payments are not subject to a returned payment fee if they fail. The returned payment fee will be due and payable by the Responsible Party to the Company; the Institution will have no financial liability for returned payment fees. Returned payment fees are subject to change, without notice.

4. **Past Due Payment Plans:** An actively managed payment plan solution for (i) outstanding balance(s) older than the four (4) most recent prior terms and/or (ii) a single consolidated balance of past due amounts for payment.
- a. **Consumer Entered:** A link is provided to students to log into the system and create a payment plan for any amount. Institution predetermines the payment options available.
 - b. **Institution First:** Institution targets students with past due balances by creating a record in the system via file upload of student data; Institution can upload a second file containing balance data for said students. Institution initiates an email invitation to the student to enroll in a payment plan for the consolidated past due balance owed.
 - c. **End-to-End:** Allows institution to combine multiple term balances into a single past due amount for payment via payment plan. Past due balance is pulled in through Real-Time Account Activity (RTAA); payments are posted in real time or through end of day. Payment Plan participation indicators can be placed in real time or through end of day.

[Order Form executed on following page.]

d. Returned/Declined Payment Fee: NSF for eCheck or declined card; a returned payment fee not to exceed the maximum amount permitted under applicable law will be assessed to the consumer (Payer/Responsible Party) if a scheduled payment attempt fails.

5. International Payment Plans:

a. Payments:

- i. All payments for International Payment Plans (whether via ACH or credit card) are initiated by the Payer/Responsible Party; automated or "auto-debit" payments are not offered.
ii. Payer-/Responsible Party-initiated international payments (international or credit card) will be processed via Company's third-party international payments provider.

b. Returned/Declined Payment Fee; Merchant Fee: International payments processed for Payment Plans do not incur the Company-assessed Returned/Declined Payment fee or the merchant fees for card payments.

6. Card Payment Processing: Merchant services provided by Nelnet Payment Services (f/k/a PaymentSpring) for Visa, MasterCard, Discover, and American Express.

- a. Discount Fee: Discount Fee charged to Institution (i.e., Institution-absorbed merchant fee).
b. Service Fee: Service Fee charged to consumer (Payer/Responsible Party); Institution receives 100% of billed amount.
c. Direct Settlement: Institution will receive daily batch payments from Visa, MasterCard and Discover according to the schedule determined by the respective card association.
d. Aggregate Settlement: Company will typically deposit funds received to the designated Institution bank account in four (4) banking days.

Agreed to and acknowledged by:

Triton College

Nelnet Business Solutions, Inc.

Signature Date

Signature Date

Print Name: Sean Sullivan

Print Name: Jacqueline Strohbehn

Title: Vice President of Business Services

Title: Managing Director

Corporate Headquarters:
121 South 13th Street, Suite 201
Lincoln, NE 68508
866.315.1263

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

Meeting of December 17, 2024

ACTION EXHIBIT NO. 17141

SUBJECT: CMS/MORTON SALT, INC. ROCK SALT PURCHASE AGREEMENT

RECOMMENDATION: That the Board of Trustees approve the purchase of winter rock salt up to \$40,005.50 for FY25, from Morton Salt, Inc..

RATIONALE: Morton Salt, Inc. was the awarded bidder for the State of IL Rock Salt Contract. Triton has committed to 484 Tons with up to a 20% Overage for a total of 580.8 Tons at \$68.88 per Ton for a Maximum Amount of \$40,005.50. Morton and the specific salt being purchased was publicly bid by the State of Illinois Central Management Services (CMS), fulfilling the State of Illinois public bidding requirements.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

TRITON COLLEGE, District 504
Board of Trustees

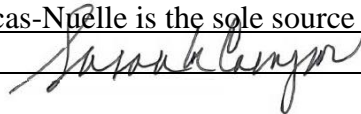
Meeting of December 17, 2024

ACTION EXHIBIT NO. 17142

SUBJECT: PURCHASE OF HYBRID/ELECTRIC VEHICLE TRAINER FROM LUCAS-NUELLE

RECOMMENDATION: That the Board of Trustees approve the purchase of an "ASE L3 Trainer Light Duty Hybrid/Electric Vehicle Specialist" system from Lucas-Nuelle, in the amount of \$62,100. The purchase is fully funded by the SFY2024 Rev Up EV Community College Initiative grant at no cost to the college.

RATIONALE: Triton College is purchasing a new CarTrain ASE L3 Trainer Light Duty Hybrid/Electric Vehicle Specialist for the Automotive Department. The trainer will strengthen students' diagnostic and repair skills on industry-standard hybrid and electric vehicle systems. This SkillsUSA-recognized equipment ensures students gain hands-on experience with rapidly growing EV technology, preparing them for the National Institute for Automotive Service Excellence's (ASE) L3 certification. The ASE L3 Trainer features comprehensive hybrid/EV diagnostic capabilities including OBD scanning, real high-voltage components, and simulation of five drive types, with integrated safety systems and testing equipment. The system includes industry-standard safety gear, a portable charging station, and multimedia courseware for hands-on fault diagnosis training. Lucas-Nuelle is the sole source for this ASE L3 Trainer.



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

Board Officers' Signatures Required:

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

Related forms requiring Board signature: Yes No



Lucas-Nuelle, Inc. • 3909 Midlands Road • Suite-A • Williamsburg VA 23188

Triton College
Attn: Purchasing Department
2000 North Fifth Avenue
River Grove, IL 60171

Client number:	Triton College 2024	Phone:	757-808-5696	Date:	10/22/2024
Contact:	Stephen Westbury	Fax:	757-257-0252		
E-Mail:	stephen.westbury@lucas-nuelle.com				

Sole Source Letter

To Whom it may Concern:

Please be advised that Lucas-Nuelle, Inc., the US training division of Lucas-Nülle GmbH is the sole supplier for all Lucas-Nuelle Technical Systems in North America. All products are currently manufactured by our parent company, Lucas Nülle GmbH located at Siemensstrasse 2, Kerpen, Germany and are specifically manufactured to meet all US standards. This Sole source letter includes any future additions or purchases made to or for all Lucas-Nuelle systems.

This letter is to confirm that the Hybrid/Electric Vehicle training systems are a sole source product, manufactured, sold and distributed exclusively by Lucas-Nuelle. No division of Lucas-Nuelle, nor any other company, makes a similar or competing product. This product must be purchased directly by institutions from Lucas-Nuelle at the address listed below. Lucas-Nuelle has the exclusive right to market this product.

This includes a site license of our award-winning student course software. This can be loaded as a standalone, network or even uploaded onto the schools LMS such as Canvas, Blackboard etc. There are no student seat licenses or annual subscription fees. Software updates are free for life. The courseware includes data acquisition, animations, course activities, virtual display testing equipment and requiring student lab results to be entered as it guides students through lab experiments.

All of our products come standard with a 2-year limited hardware warranty and unlimited site license software with free lifetime updates.

Please make your purchase order to:

Lucas-Nuelle, Inc.
3909 Midlands Road, Suite A
Williamsburg, VA 23188
Fed ID 47-1394933

Sincerely,

Stephen Westbury
Sales and Marketing Manager (North-America)

Lucas-Nuelle, Inc. • 3909 Midlands Road • Suite-A • Williamsburg VA 23188

Triton College
Attn: Mohsin Habeeb
2000 North Fifth Avenue
River Grove, IL 60171

Client number: Trinton College 2024
Contact: Gerald Schex
E-Mail: gerald.schex@lucas-nuelle.com

Phone: 757-808-5696
Fax: 757-257-0252

Reference: 2477USAInfo-ASE-L3
Date: 11/15/2024

Quotation: 2477USAInfo-ASE-L3

Dear Mohsin,

We thank you for interest in our teaching and training program and have pleasure in submitting the following offer, subject to the General Terms & Conditions of delivery of the Lucas-Nuelle company, as follows.

We hope that our offer complies with your requirements and assure you that we will give your order our very best attention. Looking forward to hearing from you soon.

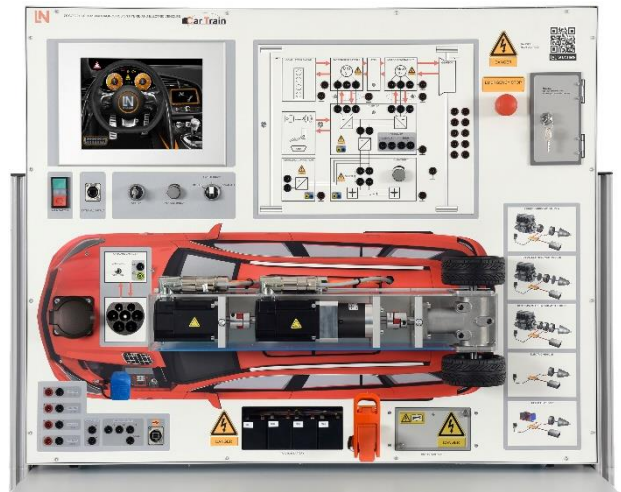
Best regards

Gerald Schex
Sales Director

Pos.	Description	Order No.	Qty.	Unit price in US\$	Total price in US\$
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CarTrain "ASE L3 Trainer Light Duty Hybrid/Electric Vehicle Specialist"

We are proud to announce that LN and our unique trainer for the ASE L3 test is a very successful part of the SkillsUSA. If we are talking about future mobility including hybrid and electric vehicles, then the USA is the place to be. There have been around 4 million hybrid and electric vehicles sold within the USA and sales are continuing to increase rapidly. With this demand for new technology and highly complex vehicles, it is crucial that current and future technicians are prepared for the challenge of diagnosing and repairing these vehicles. Our trainer is one of the various automotive challenges of the SkillsUSA. The students have to show their knowledge and diagnostic skills about hybrid and electric vehicles on our trainer, which is completely aligned to the ASE L3 curriculum.



List of articles:

1	CarTrain "Hybrid and Electric Vehicles - ASE L3 Trainer"	CO3221-6X8	1	50,320.00	50,320.00
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Additionally required:

2	US Electric Service Gloves Class 0	LM85708	1	295.00	295.00
3	Insulation tester (1000V/2GΩ, CAT III 1000V, CAT IV 600V)	LM8329	1	1,544.00	1,544.00
4	Standard Group Lock Box for Lockout/Tagout (with 1 Padlock)	LM8660	1	184.00	184.00
5	Safety Zone for CarTrain/TruckTrain (Hybrid and Electric Vehicles)	LM8671	1	1,111.00	1,111.00

Additionally recommended:

6	Fiber Pole for High Voltage Systems	LM8673	1	265.00	265.00
7	Extended safety equipment for diagnostics on HV vehicles	LM8677	1	1,021.00	1,021.00
8	Charging Station for PEV and PHEV	CO3221-6Q8	1	2,414.00	2,414.00

Accessories:

9	Mobile workstation, 1085x1350x800mm, 43"x52"x32" (WxHxD)	ST7200-7K7	1	2,665.00	2,665.00
10	Sideways training panel frame extension	ST8003-1X	1	231.00	231.00
11	Monitor holder for flat screen monitor of weight up to 15kg/33lbs	ST8010-4T	1	426.00	426.00

Total amount without VAT	60,476.00
Transport to destination	1,624.00
Total amount	62,100.00

Notes:

For some of the training systems, personal computers and a computer network is required. Please take note that PCs and network components are not part of the offer unless explicitly specified. Upon request, we are glad to offer these items additionally. Unless otherwise stated, the software in the quotation is provided as a single user license. The pictures shown in our offer may differ from the scope of delivery due to technical improvements or supplementary optional articles.

Unit Prices:	FCA, Free Carrier: transportation, commissioning, installation and training not included.
Validity:	This offer is valid for a period of 3 months.
Payment terms:	30 days net.
Delivery time ex works:	16 to 20 weeks after written acceptance and confirmation of order.
Warranty:	2 years after delivery date

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

Meeting of December 17, 2024

ACTION EXHIBIT NO. 17143

**SUBJECT: PURCHASE OF STUDENT INSTRUCTIONAL SOFTWARE FROM
WOLTERS KLUWER HEALTH**

RECOMMENDATION: That the Board of Trustees approve the purchase of new student instructional package subscriptions for nursing students through grant funding provided by Perkins, not to exceed \$28,600.74.

RATIONALE: This Agreement will enable Triton College's Nursing program students to utilize and incorporate the latest technology, including innovative learning and assessment activities, to enhance student success. The purchase of these software subscriptions are exempt from bidding (3-27.1 (f)) so able to exceed \$25,000 bidding threshold.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

DATE: NOVEMBER 14, 2024

Wolters Kluwer Health
 16522 Hunters Green Parkway
 Hagerstown, MD 21740
 Tel: 301.223.2300
 Fax: 301.223.2400

TO:
 Dr. Cheryl Davis
 Triton College
 Nursing Ed Dept
 2000 5th Ave, River Grove, IL 60171

SHIP TO:

COMMENTS OR SPECIAL INSTRUCTIONS:

- Please submit PO to jeffy.abraham@wolterskluwer.com
- Please submit along with tax exempt ID

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
63	Docucare 12 Month Access	\$104.99	\$6,614.37
63	Passpoint 12 Month Access	\$159.99	\$10,079.37
63	VR Clinical 12 Month Access	\$189.00	\$11,907

SUBTOTAL	\$28,600.74
SALES TAX	NA
SHIPPING & HANDLING	Free
TOTAL DUE	\$28,600.74

If you have any questions concerning this order please contact Jeffy Abraham, (847)-852-0210, jeffy.abraham@wolterskluwer.com
Thank you for your business!

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

Meeting of December 17, 2024

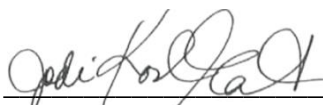
ACTION EXHIBIT NO. 17144

SUBJECT: AGREEMENT WITH ROSEMONT THEATRE

RECOMMENDATION: That the Board of Trustees approve the rental Agreement with Rosemont Theatre. This Agreement will take effect upon the date of Board approval and will allow Triton use of the Rosemont Theatre on Saturday, May 17, 2025, for the annual commencement ceremony. This Agreement will not exceed a maximum value of \$52,955.

RATIONALE: The College is in need of a larger auditorium space to house our annual commencement ceremony in order to accommodate the needs of our graduates and their families. The Rosemont Theatre is a larger facility and will allow for enhancements to our ceremony.

Submitted to Board by:



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

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No



ROSEMONT THEATRE LICENSE AGREEMENT

This REVISED License Agreement is entered into this 16th day of August 2024 by and between the Village of Rosemont, (hereinafter referred to as the “Licensor”),

Triton College
2000 N. 5th Ave.
River Grove, IL 60171

and

(hereinafter referred to as the “Licensee”).

W I T N E S S E T H:

WHEREAS, Licensee desires to obtain a license which will allow Licensee to use and occupy the Rosemont Theatre for the purpose of conducting a meeting or similar event known as:

Triton College Commencement
2025
May 17, 2025

Said meeting is hereinafter referred to as “the Meeting”. The term Meeting shall be construed to include all presentations, seminars, lectures and the like given or supervised by Licensee, and

WHEREAS, Licensor owns operates and manages the Rosemont Theatre and has the authority to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Licensor and Licensee agree as follows:

1. LICENSED SPACE

(a) Licensor grants to Licensee the right to use all the areas of the Rosemont Theatre, which Licensor deems necessary for the Meeting to occur, including such dressing rooms and storage areas as are reasonably required for conducting the Meeting. These areas are hereinafter referred to as the Licensed Space. Licensee agrees to conduct the Meeting in the Rosemont Theatre on the dates and at the times specified in Section 2 of this Agreement.

(b) Licensee shall not make alterations or improvements to the Licensed Space or the Rosemont Theatre without the prior written approval of the Licensor. Any improvements or alterations that may be made by Licensee to the Licensed Space or the Rosemont Theatre shall be undertaken and completed in compliance with all applicable federal, state and local ordinances, laws, rules and regulations and in accordance with any recommendations or requirements of Licensee's and Licensor's insurance carriers.

(c) Licensor has not made any promise or agreement to alter, remodel or improve the Licensed Space or the Rosemont Theatre; and has made no representations regarding the condition of the Licensed Space or the Rosemont Theatre unless such promise, agreement, or representation is contained in this Agreement.

2. USE DATE AND TIME

(a) The use of the Licensed Space by Licensee shall begin at 3:00pm on May 17, 2025 for the purpose of conducting the SHOW/MEETING and shall end at 6:00pm on May 17, 2025.

(b) Move-in time for the purpose of setting up any and all equipment, exhibits or scenery which may be necessary for the presentation of the Meeting and/or for holding rehearsals shall begin at 8:00am o'clock on May 17, 2025.

(c) Licensee must remove its equipment, scenery and other property from the Rosemont Theatre and vacate the Rosemont Theatre no later than 11:59pm o'clock on May 17, 2025.

(d) The period which begins at 8:00am on May 17, 2025 ends at 11:59pm on May 17, 2025 is hereinafter referred to as the "Use Date(s)".

(e) Licensee shall use the Licensed Space for the purpose of setting up for, rehearsing and conducting the Meeting and for no other purpose.

(f) Licensee shall have access to the Licensed Space on the Use Date(s) during the periods from 8:00 a.m. until 11:59 p.m. provided that a duly designated employee or other representative of the Licensor is present in the Rosemont Theatre. If Licensee desires access to the Licensed Space at other times such access shall be provided at the discretion of the Licensor and then, only if Licensee agrees to pay any costs and expenses incurred by Licensor in providing such access.

(g) Licensee shall indemnify and hold the Licensor harmless from any loss or liability resulting from Licensee's failure to fully vacate the Licensed Space at the end of the Use Date(s), including, but not limited to, consequential damages.

3. FEE

(a) Licensee agrees to pay Licensor a license fee of \$40,455.00 (Includes rent, projectionist, projector and screen, 500 onsite parking spaces) for the use of the Licensed Space.

(b) Licensee further agrees to pay Licensor \$ 500.00 per hour for every hour or fraction thereof after 11:59pm o'clock on May 17, 2025 during which the Licensee has not fully vacated the Licensed Space.

4. DEPOSITS

(a) Licensee agrees to pay \$-0-with the return of this signed Agreement as a non-refundable deposit. Licensee further agrees that additional non- refundable deposits will be made as follows:

\$40,455.00 (Rent, Projectionist, Projector & Screen) + \$4,500.00 (Streaming) + \$8,000.00 (Program Productions) no later than May 1, 2025

(b) Licensee further agrees that upon receipt of written notice from Licensor it will make additional deposits with Licensor of such sums that Licensor feels are necessary to cover the reimbursable costs set forth in Section 5(b) and 5(c) which Licensor reasonably anticipates it will incur on behalf of Licensee in regard to the presentation of the Meeting.

5. REIMBURSABLE COSTS

(a) Licensee shall provide Licensor with a complete list of all personnel, equipment and services which Licensee desires Licensor to provide along with the time of day that they will be required. This complete list shall be delivered to the Operations Manager of the Rosemont Theatre as soon as possible.

(b) Licensee agrees that it will reimburse the Licensor for the costs the Licensor incurs in supplying the following personnel, equipment and services for the Meeting.

<u>In House Sound:</u>	<u>included in rent</u>
<u>In House Lights:</u>	<u>included in rent</u>
<u>Ushers</u>	<u>included in rent</u>
<u>Stagehands:</u>	<u>included in rent</u>
<u>Screen/Projector</u>	<u>included in rent</u>
<u>Projectionist</u>	<u>included in rent</u>
<u>Electricians:</u>	<u>included in rent</u>
<u>Teamsters and Loaders</u>	<u>included in rent</u>

Live Streaming	\$4,500.00 (in stagehands contract)
Program Productions	\$8,000.00
Wardrobe	N/A
Musicians	N/A
Security	Included in rent
Telephone:	N/A
Confetti Clean-up	\$500.00 (if needed)
Hi-Speed Internet	Included in Rent
<u>Additional Reimbursable Expenses: TBD</u>	

FULL EXPENSES TO BE DETERMINED AT A LATER DATE.

(c) Licensee further agrees to reimburse Licensor for any costs incurred by Licensor which are not specified in Section 5(b) that are incurred on behalf of Licensee as a result of the conducting of the Meeting without regard to whether such costs are incurred by Licensor before, during or after the Use Date(s). Such costs shall include, but may not be limited to, Licensee's requests for Licensor to incur additional COVID-19 prevention or mitigation measures for the Meeting. Licensor shall immediately notify Licensee that it is necessary for Licensor to incur additional costs for which reimbursement from Licensee will be required and, if time permits, notice shall be made in writing to the Licensee. Licensee shall be permitted to disapprove the incurring of such additional costs. However, Licensor shall have the right to incur costs despite Licensee's disapproval where the costs are incurred for the purpose of insuring the safety and well being of persons in or around the Rosemont Theatre or for the protection of property in and around the Rosemont Theatre. Licensee shall be required to reimburse Licensor for all such costs incurred by Licensor despite Licensee's disapproval. Unless otherwise agreed, Licensor shall have the sole discretion to select the personnel of Licensor who will be providing the services set forth in Section 5(b) and to determine their qualifications.

6. PAYMENT FOR DAMAGES

(a) Licensee agrees to leave the Licensed Space in the same condition that it is in at the commencement of the Use Date(s), ordinary wear excepted.

(b) Licensee agrees to pay the cost of repairing or replacing any and all damage to any equipment or other property owned by Licensor and to pay the cost of repairing or replacing any and all damage to the Rosemont Theatre which occurs as a direct or indirect result of conducting the Meeting at the Rosemont Theatre. Such damages include but are not limited to damages that are caused by persons who attend the Meeting.

7. TICKETS AND TICKET SALES

Unless otherwise agreed by Licensor, the Meeting shall not be open to the general public. Licensee shall have the right to issue tickets or other forms of admission certificates which

are intended to identify the bearer as a person entitled to attend the entire Meeting, or any particular specified portion thereof. Licensee shall also have the right to issue passes or other forms of identifications to its employees and agents for the purpose of identifying such persons as persons who are entitled to have access to the Licensed Space, before or during the Meeting or any particular specified portion thereof. Licensee shall furnish Licensor with a facsimile of the form of any ticket, certificate or pass issued by Licensee that is intended to permit a person to have access to the premises of the Rosemont Theatre in connection with the Meeting. Unless otherwise agreed, Licensor shall not be responsible for issuing tickets for the Meeting or providing a box office or any other facility for the issuance of tickets for the Meeting.

8. LIEN

Licensor and Licensee agree that Licensor shall have a lien against all property of Licensee located within the Rosemont theatre for (1) taxes, if any, which are due and which must be paid by Licensor as a result of the conducting of the Meeting, (2) any unpaid license fees, (3) any unpaid reimbursable costs, and (4) any other monies which are due from Licensee to Licensor under this Agreement.

9. SETTLEMENT

The actual amounts due from the Licensee to the Licensor for (1) the remainder, if any, of the license fee under Section 3, (2) reimbursable costs under Section 5, and/or (3) damages under Section 6 shall be paid by the Licensee to the Licensor no later than 5:00pm on May 17, 2025 unless otherwise agreed in writing.

10. CANCELLATION

(a) If Licensee cancels the Meeting or any portion of the Meeting, no part of any deposit that has been made pursuant to this Agreement shall be refunded. In addition, Licensee agrees to pay Licensor any reimbursable costs under Section 5 which have been incurred by Licensor in connection with the Meeting prior to Licensor's actually receiving notice of cancellation, less the amount of any deposits that have been made to cover such reimbursable costs.

(b) Notwithstanding the provisions of Section 10(a), if, after cancellation by Licensee, another event is held in the Rosemont Theatre during the Use Dates(s), then the Licensor shall pay to Licensee an amount equal to any deposits made by Licensee less any costs incurred by Licensor in respect to the Meeting.

11. PERMITS AND LICENSES

Licensee agrees to obtain all licenses or permits which are necessary for conducting the Meeting and to promptly pay all permit fees or license fees.

12. ADVERTISING

(a) All advertising and promotion of the Meeting shall be the sole responsibility and obligation of the Licensee. Licensee agrees that all advertising for the Meeting will be true and accurate.

(b) All references made in any advertising to the Licensed Space shall refer to the facility where the Meeting is being presented as the "Rosemont Theatre" or such other name as may be designated in writing by the Licensor.

(c) Licensor shall have the right to display its own advertising and other materials in and around the Rosemont Theatre. All advertising space within the Rosemont Theatre or on adjacent premises which are owned by the Licensor is the exclusive property of the Licensor and all revenues or other income received from such advertising space shall be the sole property of the Licensor.

(d) Licensee shall not distribute any printed matter, other than programs, pamphlets, display advertising, seminar or lecture handouts, or other materials which relate to the Meeting or to Licensee's business.

13. PERFORMANCE APPROVAL

(a) Licensor retains the right to disapprove of any performance, exhibition or entertainment which is to be offered as part of the Meeting. Licensee agrees that no performer, performance, exhibition or entertainment shall be presented as part of the Meeting if Licensor files a written objection to the performer, performance, exhibition or entertainment based on either the grounds (1) that it is illegal, (2) that it fails to comply with representations made in advertising the Meeting, or (3) that it violates restrictions imposed on the content of the Meeting which are agreed to by Licensor and Licensee at the time of the execution of this Agreement.

(b) If the Meeting must be canceled pursuant to this section, then payments shall be made by Licensee to Licensor as provided in Sections 3, 5 and 6.

14. LICENSEE'S PERSONNEL AND EQUIPMENT

(a) Except as set forth in Section 5(b), Licensee shall be responsible for furnishing at its sole cost and expense, all equipment and personnel necessary to conduct the Meeting, including, but not limited to speakers, presenters, emcees, actors, musicians, singers, dancers, any and all other personnel, scenery, props, sound and lighting equipment not supplied by Licensor pursuant to Section 5(b) and any and all musical instruments.

(b) Equipment and personnel shall be brought into and taken out of the Rosemont Theatre only at such entrances and exits as are designated by Licensor.

(c) Any artisans or workmen employed by Licensee may be refused entrance to or ejected from the Rosemont Theatre by Licensor for non-compliance with any provision of this Agreement or for engaging in conduct which Licensor deems to be objectionable or improper without Licensor incurring any liability for such refusal or ejection.

(d) Licensor shall have the right to remove from the Rosemont Theatre or refuse to allow in the Rosemont Theatre any equipment which Licensor determines constitutes a hazard to the safety or health of persons in and around the Rosemont Theatre or constitutes a hazard to the preservation of property located in or around the Rosemont Theatre.

(e) Licensor shall have the right to remove any and all property belonging to Licensee which is not removed from the Licensed Space of the Rosemont Theatre at the end of a Use Date(s), at Licensee's expense. Licensor shall have no liability of any kind to Licensee as a result of Licensor's removal of Licensee's property pursuant to this section.

15. CONCESSIONS

(a) Licensor reserves all concession rights. Licensor shall have the right to sell concessions at appropriate times and in appropriate places before, during and after presentations of the Event. For purposes of this section, concessions include, but are not limited to food, beverages, programs, souvenirs, record albums, novelties, and parking privileges.

(b) Licensee shall have the right to sell through Licensor's concessionaires such programs and novelties as are approved in advance in writing by Licensor and upon such conditions as are approved by Licensor.

16. FREE SAMPLES, SOLICITATION

Licensee shall have the right to distribute printed material related to the Meeting. Licensee shall have the right to distribute gifts and samples to persons attending the Meeting as are approved by Licensor. Except as provided in the forgoing sentence and in Section 15(b) of this Agreement, no other items shall be sold or distributed in or around the premises of the Rosemont Theatre without the prior written permission of the Licensor.

17. PARKING

Licensor shall provide Licensee with the right to use and occupy **500** parking spaces, free of charge, in a parking lot adjacent to the Rosemont Theatre on the Use Date(s). Licensor may require those persons operating motor vehicles who intend to use a parking space that is provided free of charge to display a parking pass to be provided by Licensor. Except as otherwise provided in this section, the Licensor may charge a fee for the privilege of parking a motor vehicle in the parking

lots owned by Licensor that are located adjacent or near to the Rosemont Theatre during all or a portion of the Use Date(s).

18. INTERMISSIONS

Licensee shall have the discretion of scheduling any intermissions subject to the reasonable approval of Licensor.

19. ANNOUNCEMENTS

Licensor shall have the right to make announcements needed to assure and protect the safety of persons and property in and around the Rosemont Theatre at any time Licensor deems necessary. Licensee agrees that it will cooperate with Licensor whenever Licensor deems it necessary to make such announcements.

20. COPYRIGHTED MATERIAL

(a) Licensee shall pay all royalties, license fees and any other costs arising from the Licensee's use of patented, trademarked, franchised or copyrighted music, dramatic rights, devices, processes, or other materials, during or in connection with the conducting or advertising of the Meeting.

(b) Licensee shall indemnify, defend and hold the Licensor harmless from any and all damages, claims, or costs including attorneys' fees which result from the use of any device, process or material in connection with the conducting or advertising of the Meeting which is or which is alleged to be patented, trademarked, franchised or copyrighted.

21. OCCUPANCY INTERRUPTION OR TERMINATION

(a) If the Licensed Space or any part thereof is not available for use by the Licensee for reasons beyond the control of the Licensor and Licensee including, but not limited to, damage or destruction from fire, weather, or other casualty, requisition of the Licensed Space by a governmental agency other than the Village of Rosemont, the COVID-19 pandemic or related COVID-19 governmental closure orders, labor strikes or boycotts, then this Agreement shall terminate.

(b) Licensee shall indemnify and hold the Licensor and its employees harmless against any and all claims arising out of the cancellation or termination of the Meeting, provided that

such cancellation or termination is not due to the fault, act or omission of the Licensor, its agents or employees, unless such cancellation or termination was reasonably necessary to preserve or prevent damage or injury to property or persons. Licensee shall also pay to Licensor the amount of all reimbursable costs provided for under Section 5 which were incurred either before the termination or cancellation or which were reasonably necessary to incur after the termination and cancellation.

(c) Licensee shall have no claim for damages or other compensation should this Agreement be terminated pursuant to Section 21(a). If a session of the Meeting has not started prior to the time of termination, then if the Agreement is terminated pursuant to Section 21(a), Licensee shall pay to Licensor an amount equal to the reimbursable costs incurred by Licensor up until the time of termination. If one or more sessions of the Meeting have been completed at the time this Agreement is terminated pursuant to Section 21 (a), then Licensee shall pay to Licensor an amount equal to the reimbursable costs incurred by Licensor up until the time of termination and an amount equal to the percentage of the license fee allocable for those sessions of the Meeting which were completed at the time the Agreement is terminated.

(d) Licensor shall have the right to interrupt or terminate the Meeting if such interruption or termination is necessary to protect the safety of persons and property in and around the Rosemont Theatre. The reasons for which the Licensor may interrupt or terminate the Meeting pursuant to this Section include, but are not limited to, bomb threats, fire, acts by persons participating in the sessions of the Meeting, and acts by persons attending the Meeting.

(e) If Licensor in its sole discretion determines that the reason the Meeting was interrupted or terminated under Section 21(d) was not the responsibility of the Licensee, then Licensee may retain possession of the Licensed Space for sufficient time to complete the Meeting unless Licensor has committed the Licensed Space for the additional time needed to complete the Meeting to another licensee. Licensee shall be responsible for any and all reimbursable costs which are incurred by Licensor during any additional time used by Licensee under this Section.

(f) If Licensor in its sole discretion determines that the reason or cause for an interruption or termination under Section 21(d) is not the responsibility of Licensee, and it is not possible for Licensee to complete the Meeting, then the license fee provided for in Section 3(a) shall be prorated or adjusted. Licensee, however, shall continue to be liable for all other payments due Licensor under this Agreement.

(g) If Licensor determines that the Licensee is responsible for an interruption or termination of the Meeting under Section 21(d), then Licensee shall continue to be liable for and shall make all payments which are provided for in this Agreement.

22. COMPLIANCE WITH LAWS AND REGULATIONS

Licensee shall comply with all laws, ordinances and regulations adopted or established by Federal, State or local governmental agencies and shall comply with all rules and

regulations which govern the use and occupancy of the Rosemont Theatre, including, but not limited to, the rules restricting smoking on the Rosemont Theatre premises. Licensee will not allow or permit anything to be done within or around the Rosemont Theatre which violates any such laws, ordinances, rules and regulations.

23. CONTROL OF FACILITY AND LICENSOR'S RIGHT TO ENTER

(a) In permitting Licensee to use the Licensed Space as provided in this Agreement, Licensor does not relinquish the right to exercise control over the Rosemont Theatre including the Licensed Space and to enforce all laws, rules and regulations.

(b) Licensor reserves the right to eject or cause to be ejected from the Rosemont Theatre any person that Licensor deems to be objectionable. Licensor shall not be liable to Licensee for any damages that may be sustained by Licensee because of the exercise of its right to eject objectionable persons.

(c) Licensor's officers, employees, agents, concessionaires, and Licensor's concessionaires' servants, employees and agents shall at all times have access to the Licensed Space in accordance with and upon presentation of passes issued to them by Licensor.

24. PUBLIC SAFETY

Licensee and its agents and employees shall conduct themselves at all times in a manner which will not endanger persons or property in and around the Rosemont Theatre. Licensee, its agents and employees will observe and abide by all requests made by or on behalf of Licensor, the Village of Rosemont Department of Public Safety or any other governmental agency whose duty it is to preserve and protect persons and property in and around the Rosemont Theatre.

25. BROADCASTING RIGHTS

There shall be no radio or television broadcast of the Meeting, nor shall any radio or television broadcast originate from the Rosemont Theatre during the Use Date(s) without the prior written permission of the Licensor. Such permission may be conditioned upon Licensee furnishing and installing at its sole cost and expense, all equipment necessary for the broadcasting and removing all such equipment following the conclusion of the broadcast, and/or upon the payment of a fee by Licensee to Licensor.

26. RECORDING

Licensee may make visual or audio recordings of sessions of the Meeting for use by Licensee and Licensee's employees without the written permission of the Licensor. Licensee may make visual or audio recordings of sessions of the Meeting for use by persons other than the Licensee and Licensee's employees provided that if such recording contains material which identifies

or refers to the Rosemont Theatre, the Licensee must obtain the approval of Licensor prior to distributing the recording to persons other than Licensee's employees. Any costs incurred by Licensor as a result of the recording of any portion of the Meeting shall constitute a reimbursable expense of purposes of this Agreement. Licensor may require Licensee to make an advance payment equal to the estimated amount of such costs.

27. PROPERTY OF LICENSEE AND THIRD PERSONS

(a) Any and all property which is owned by Licensee or is under Licensee's custody or control shall be kept at the Rosemont Theatre at Licensee's own risk. Licensor shall have no liability whatsoever if any such property is damaged, destroyed or lost, regardless of cause while it is located on the premises of the Rosemont Theatre.

(b) Licensor will accept delivery of property at the Rosemont Theatre which is addressed to Licensee but shall do so only as a service to Licensee. Licensee will indemnify and hold the Licensor harmless for any loss or damage to any such property.

(c) Except to the extent that any claim is covered by the insurance which is provided under Section 28, Licensee shall indemnify and hold harmless Licensor from any claims made by any third party or costs related to claims made by any third-party including attorneys' fees for loss or damage to third party property located in the Rosemont Theatre which occurs on the Use Date(s).

28. INSURANCE

(a) Licensee at its own cost and expense shall provide and keep in full force and effect during the Use Date(s) the following types of insurance policies with limits not less than the amounts specified below:

- (i) Workmen's Compensation and
Employer's Liability: As required by law
- (ii) Commercial General Liability including
Personal Injury Groups A, B and C, with Exclusion C deleted
Contractual Liability Endorsement
Bodily Injury/Property Damage \$1,000,000.00 combined single limit

Licensor (The Village of Rosemont and The Rosemont Theatre) must be named as an additional

insured under the Commercial General Liability Insurance Policy. The Commercial General Liability Insurance Policy may consist of primary insurance as respects Licensee's negligence and umbrella coverages and must cover the Rosemont Theatre owned by the Licensor. **Licensee must provide Licensor with certificates of insurance and additional insured endorsement (Form CG 2026) or its equivalent** not less than thirty (30) days prior to the Use Date(s) which show that it has obtained the required insurance coverage from financially sound and reputable insurance companies.

(b) Licensee shall not perform any act or omission or permit or suffer the performance of any act or omission which may reasonably result in either the cancellation or invalidation of any insurance policies maintained by Licensor or an increase in the premiums Licensor is required to pay for such insurance policies.

(c) Licensor shall upon request provide Licensee with information as to the type and limits of the insurance coverage which Licensor has obtained that is applicable to the Rosemont Theatre.

29. **INDEMNIFICATION FOR ACTS AND OMISSIONS BY LICENSEE, LICENSEE'S AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS**

To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the Licensor and Licensor's agents, officers and employees from and against all claims, judgments, damages, losses and expenses, including but not limited to attorneys' fees, which result directly or indirectly from the negligent or the reckless or willful acts or omissions of Licensee or Licensee's agents, officers and employees or independent contractors hired by the Licensee, and the Licensee shall at its own expense appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith and if any judgment shall be rendered against Licensor or against Licensor's agents, officers or employees, then Licensee shall, at its own expense, satisfy and discharge the same. Licensee expressly understands and agrees that any insurance protection which may be required by this Agreement or any other agreement or which is otherwise provided by Licensee shall in no way limit the Licensee's responsibility to indemnify, keep and save harmless and defend the Licensor and Licensor's agents, officers and employees as provided in this section.

30. **ASSIGNMENT**

(a) Neither this Agreement nor any of the rights granted by this Agreement may be assigned, transferred, mortgaged, pledged, hypothecated or in any way encumbered or disposed of by Licensee without the prior written consent of Licensor. Any assignment, transfer or encumbrance or any attempted transfer, assignment or encumbrance without such consent shall be null and void and shall neither relieve Licensee of any of its obligations under this Agreement nor create any obligation on the part of Licensor.

(b) A successor in interest of Licensee by merger, operation of law or valid

assignment, purchase or otherwise of substantially the entire business of the Licensee shall succeed to all of the rights of Licensee and assume all of the obligations and duties of the Licensee under this Agreement provided that said successor gives prompt written notice to Licensor and accepts in writing all of the obligations and duties of the Licensee under this Agreement.

(c) Licensor's consent to any assignment or other transfer by Licensee shall not be deemed to be a consent by Licensor to any further assignment or transfer.

(d) Licensee shall not without Licensor's prior written consent, sub-license the Licensed Space or any part thereof, or permit the use or occupancy of all or any part of the Licensed Space by anyone other than Licensee.

(e) Licensor has no right to grant to any third party the right to use the Licensed Space during the Use Date(s) as provided in this Agreement unless this Agreement is terminated.

31. DEFAULT

If the Licensee fails to perform in accordance with or fails to comply with any of the terms and conditions contained in this Agreement, the Licensor shall have all the remedies provided for by law, and in addition, may:

(1) Terminate this Agreement by giving written notice of termination to the Licensee. Upon the mailing of written notice of termination, this Agreement shall terminate and all rights and privileges granted or extended by this Agreement shall be deemed revoked. If this Agreement is terminated pursuant to this Subsection, then Licensee shall continue to be liable to Licensor for all reimbursable costs incurred pursuant to Section 5 of this Agreement by Licensor and shall also be liable for the fees specified in Sections 3 and 6 of this Agreement subject to a set off in the amount of any license fees which Licensor might receive from others for use of the Licensed Space on the Use Date(s). In addition, all deposits made by Licensee shall be retained by Licensor.

AND

(2) Deny Licensee and Licensee's officers, agents, employees and independent contractors hired by the Licensee admission to the Rosemont Theatre and the use and occupancy of the Licensed Space and remove from the Rosemont Theatre any personal property of the Licensee or Licensee's officers, agents, employees or independent contractors hired by the Licensee at Licensee's expense or place such property in a public warehouse or other place of safe keeping at Licensee's risk and expense.

32. LEGAL EXPENSES

Licensee shall pay Licensor all costs, expenses and attorneys' fees incurred by Licensor in enforcing the covenants and conditions of this Agreement.

33. BANKRUPTCY

In the event that Licensee is adjudged a bankrupt, makes an assignment for the benefit of creditors, commits any other affirmative act of insolvency, files a petition or has filed against it a petition that is not discharged within ten (10) days fore reorganization, arrangement, debt moratorium or other relief for debtors under any bankruptcy, insolvency act, code or law or in the event a custodian, receiver or trustee shall be appointed for the business or property of Licensee, this Agreement shall not be considered an asset of the Licensee or Licensee's estate and Licensor may immediately terminate this Agreement upon notice to the Licensee and exercise any and all rights and remedies provided in Section 31.

34. GOVERNING LAW

This Agreement shall in all respects, including validity, interpretation and effect be governed by the laws of the State of Illinois.

35. NON-WAIVER

The failure of Licensee or Licensor to insist on the other party's strict compliance with the terms and conditions contained in this Agreement shall not constitute a waiver of Licensor's and Licensee's right to insist that the other party in the future strictly comply with any and all of the terms and conditions contained in this Agreement and to enforce such compliance by any appropriate remedy.

36. NOTICES

(a) Unless otherwise provided herein to the contrary, all notices, required or permitted under this Agreement shall be made in writing.

(b) Unless otherwise provided herein to the contrary, if the notice is sent by certified or registered mail postage prepaid, then it shall be deemed to be given when it is deposited in the United States Mail and address as follows

IF TO LICENSEE:

Triton College
2000 N 5th Ave.
River Grove, IL 60171

IF TO LICENSOR:

Rosemont Theatre
Village of Rosemont
5400 N. River Road
Rosemont, IL. 60018
Attn: Executive Director

Otherwise notice shall be deemed to be given when the notice is actually received by the party to whom it is directed.

(c) Either party may change to another single address the address to which such notices are to be sent by giving prior written notice to the other party.

37. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of Licensor, its successors and assigns and shall be binding upon and inure to the benefit of the Licensee and its successors, executors, administrators, heirs and assigns subject to the provisions of Section 30 which limit Licensee's right to assign or transfer this Agreement.

38. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- * The Rosemont Theatre License Agreement

These documents constitute the entire Agreement between the Licensor and Licensee with respect to the subject matter hereof and supersede all proposals oral or written and all negotiations, conversations and discussions heretofore had between the Licensor and the Licensee related to this Agreement.

39. MODIFICATION AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both the Licensor and the Licensee.

40. LICENSE ONLY

It is expressly understood by and between Licensor and Licensee that the rights which Licensee has pursuant to this Agreement to use the Licensed Space are in the nature of a license and that Licensee does not have a leasehold interest or any other interest in the Rosemont Theatre or in

the property on which the Rosemont Theatre is located.

41. OTHER MATTERS

Licensor shall have the discretion to determine any questions and resolve any other matters that might arise which are not covered by this Agreement.

42. CAPTIONS AND INDEX

The index and captions used in this Agreement are for the convenience of the parties only and shall not affect the meaning of any of the provisions of this Agreement or be deemed a part of the Agreement.

43. RIGHTS OF THIRD PARTIES

This Agreement does not confer any rights upon any member of the public, any person attending the Meeting or any other third party, unless this Agreement expressly and explicitly provides the third party with such right.

44. APPROVAL OF CONTRACT

It is agreed that this Agreement will not be in force until it has been signed by both Licensee and Licensor.

IN WITNESS WHEREOF, Licensor and Licensee have made this Agreement as of the date first written above.

LICENSOR: VILLAGE OF ROSEMONT

BY: _____
Patrick Nagle, Executive Director
Rosemont Theatre

LICENSEE: TRITON COLLEGE

BY: _____
Mark R. Stephens, Board Chairman
Triton College

Attest: _____

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

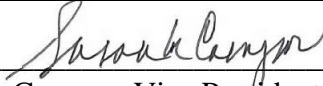
Meeting of December 17, 2024

ACTION EXHIBIT NO. 17145

SUBJECT: AGREEMENT WITH RUSH UNIVERSITY MEDICAL CENTER

RECOMMENDATION: That the Board of Trustees approve an Affiliation Agreement with Rush University Medical Center. The term of this Agreement shall be for a period of five (5) years from December 17, 2024, to December 16, 2029. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term or terminated without cause, students who are participating in the clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth. There is no cost to the college for this Agreement.

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

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

Board Officers' Signatures Required:

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

Related forms requiring Board signature: Yes No



**AFFILIATION AGREEMENT
BETWEEN
RUSH UNIVERSITY MEDICAL CENTER
AND
TRITON COLLEGE**

THIS AGREEMENT (the “**Agreement**”) is entered into this 17 day of December, 2024 by and between Rush University Medical Center (“**the Facility**”) and Community College District 504, commonly known as **Triton College** (“**the School**”).

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

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

A. SCHOOL RESPONSIBILITIES:

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

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

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

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

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

5. **Criminal background check and drug screen compliance.** Where applicable, a criminal background check and drug screen, as specified in Exhibit C, and as required by and acceptable to the Facility, are required of each placed student prior to participation in the clinical rotation. It is the School's responsibility to inform students of the requirement to complete the background check and drug screening prior to participation in any clinical rotation and that students with unacceptable results, as determined by the Facility, will not participate at sites where students with such results are forbidden by policy.

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

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

B. FACILITY RESPONSIBILITIES:

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

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

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

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

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

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

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

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

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

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

10. **Facility Insurance.** Facility shall maintain general and professional liability insurance with minimum coverage levels of \$1,000,000 per occurrence and \$3,000,000 annual aggregate and provide evidence of insurance upon request.

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

C. OTHER RESPONSIBILITIES:

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

2. **Determination of instructional period.** The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility at least four (4) weeks prior to the onset of a clinical rotation.

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

4. **Evaluation of students' clinical experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students. School remains solely responsible for the determination of grades and the awarding of academic credit.

5. Removal of students.

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

(b) The Facility may immediately remove any student participating in a clinical education program from the Facility's premises for behavior that the Facility reasonably deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions within 48 hours. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

D. TERM OF AGREEMENT:

The term of this Agreement shall be for five (5) years, to commence on 12/17/2024 and terminate on 12/16/2029. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term or is terminated during a clinical rotation, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

E. ADDITIONAL TERMS:

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

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

2. **Additional insurance coverage.** Any additional applicable insurance coverage requirements shall be set out by the parties in Exhibit C to this agreement.
3. **Qualifications of participating staff.** Each party represents and warrants that participating staff and/or faculty are appropriately certified and/or licensed. Each party will provide the other with copies of evidence of certifications or licensures upon request.

Each party represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations.

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

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

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

7. **Non-Discrimination.** The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation or handicap in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement. Each party certifies that it maintains a Sexual Harassment policy in compliance with applicable laws, rules, and regulations.

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

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

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

If to the School:

Triton College
2000 Fifth Ave
River Grove, IL
Attention: Dean/Health Careers and Public Service Programs
Telephone: (708-779-4712)

With a Copy to:

School's Legal Counsel at:
Winner Law

2344 W Melrose
Chicago IL, 60618

If to Rush University Medical Center:

Rush University Medical Center
600 S. Paulina Street, Suite 1080
Chicago, IL 60612
Attention:
Facsimile: (312) 942-3043
Telephone: (312) 942-7117

With a Copy to:

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

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

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

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

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

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

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

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

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

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

For and on behalf of:

TRITON COLLEGE
School's Name

RUSH UNIVERSITY MEDICAL CENTER
Facility Name

School's Signature

School Signature

Printed Name: Mark R. Stephens

Printed Name: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

EXHIBIT A
Facility Names and Addresses

Rush University Medical Center
600 S. Paulina Street, Suite 1080
Chicago, IL 60612

EXHIBIT B

Programs

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

EXHIBIT C

PROGRAM SPECIFIC REQUIREMENTS

Facility: _____
School: _____

Facility requires:	Yes	No
1. Proof of student professional and general liability insurance (paragraph A.2)	<input type="checkbox"/>	<input type="checkbox"/>
2. Proof of comprehensive health insurance (paragraph A.2)	<input type="checkbox"/>	<input type="checkbox"/>
3. Verification that students have met requirements for: (paragraph A.4)	<input type="checkbox"/>	<input type="checkbox"/>
a. Current CPR health care provider card	<input type="checkbox"/>	<input type="checkbox"/>
b. Hepatitis vaccination	<input type="checkbox"/>	<input type="checkbox"/>
c. OSHA compliance for prevention of transmission of blood borne pathogens and TB	<input type="checkbox"/>	<input type="checkbox"/>
d. Other _____	<input type="checkbox"/>	<input type="checkbox"/>
4. Criminal background check (paragraph A.5) If yes, type of check _____	<input type="checkbox"/>	<input type="checkbox"/>
5. Drug screen (paragraph A.5) If yes, type of screening _____	<input type="checkbox"/>	<input type="checkbox"/>
6. Acceptance of faith-based provision addendum (if included)	<input type="checkbox"/>	<input type="checkbox"/>
7. Evidence of relevant faculties' certifications or licensures (paragraph E.3)	<input type="checkbox"/>	<input type="checkbox"/>
8. Additional insurance coverage (paragraph E.2) If yes, type of insurance and coverage required _____	<input type="checkbox"/>	<input type="checkbox"/>
9. Other _____	<input type="checkbox"/>	<input type="checkbox"/>

School requires:

1. Copy of relevant Facility policies (paragraph B.8)	<input type="checkbox"/>	<input type="checkbox"/>
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	<input type="checkbox"/>	<input type="checkbox"/>
3. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT D
Student Declaration of Responsibilities and Confidentiality

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

I acknowledge and agree to the following:

Responsibilities:

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

Confidentiality:

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

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

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

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

Date:

Student Signature _____

Printed Name of Student _____

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

Meeting of December 17, 2024

ACTION EXHIBIT NO. 17146

SUBJECT: AGREEMENT WITH AXON ENTERPRISE, INC.

RECOMMENDATION: That the Board of Trustees approve a four-year Agreement with Axon Enterprise, Inc. The Board approved a five-year Agreement on December 19, 2023 with Axon for body cameras, as required by Illinois Law. This Agreement adds the Respond Plus service to the existing Agreement. The term of this Agreement will run from January 1, 2025 through December 31, 2028 for a cost of \$2,919.38 in FY25 through FY28, for a total four-year cost to the College of \$11,677.50.

RATIONALE: The Respond Plus Service allows live streaming for active body cameras to the dispatch station. In accordance with Public Act 101-0652, all law enforcement agencies are required by law to implement the use of body cameras. All Illinois public entities with law enforcement officers must comply by January 1, 2025. At the end of this Agreement all equipment belongs to Triton College.

Sean Sullivan

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

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-580566-45618.873LB

Issued: 11/22/2024

Quote Expiration: 11/30/2024

Estimated Contract Start Date: 12/15/2024

Account Number: 214928

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Triton College Police Dept. - IL 2000 5th Ave River Grove, IL 60171-1907 USA	Triton College Police Dept. - IL 2000 5th Ave River Grove IL 60171-1907 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Luke Baldwin Phone: Email: lbaldwin@axon.com Fax:	Andrew Morales Phone: (708) 456-0300 Email: andrewmorales@triton.edu Fax:

Quote Summary

Program Length	50 Months
TOTAL COST	\$11,677.50
ESTIMATED TOTAL W/ TAX	\$11,677.50

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$2,919.36	\$0.00	\$2,919.36
Jan 2026	\$2,919.38	\$0.00	\$2,919.38
Jan 2027	\$2,919.38	\$0.00	\$2,919.38
Jan 2028	\$2,919.38	\$0.00	\$2,919.38
Total	\$11,677.50	\$0.00	\$11,677.50

Quote Unbundled Price:	\$11,677.50
Quote List Price:	\$11,677.50
Quote Subtotal:	\$11,677.50

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	15	50		\$15.57	\$15.57	\$11,677.50	\$0.00	\$11,677.50
Total							\$11,677.50	\$0.00	\$11,677.50

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	15	12/15/2024	02/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2000 5th Ave	River Grove	IL	60171-1907	USA

Payment Details

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	15	\$2,919.36	\$0.00	\$2,919.36
Total				\$2,919.36	\$0.00	\$2,919.36

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	15	\$2,919.38	\$0.00	\$2,919.38
Total				\$2,919.38	\$0.00	\$2,919.38

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	15	\$2,919.38	\$0.00	\$2,919.38
Total				\$2,919.38	\$0.00	\$2,919.38

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	15	\$2,919.38	\$0.00	\$2,919.38
Total				\$2,919.38	\$0.00	\$2,919.38

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/22/2024



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

Meeting of December 17, 2024

ACTION EXHIBIT NO. 17147

SUBJECT: HIGH SCHOOL CREDIT RECOVERY PROGRAM

RECOMMENDATION: That the Board of Trustees approve a renewal of an Intergovernmental Agreement with Leyden High School District 212 and West40 Intermediate Services to offer a single on-campus classroom for up to thirty (30) Leyden High School students participating the West40 “Seniors+ credit recovery program” to complete high school credit and have the ability to enroll in dual enrollment credit and/or non-credit courses. Leyden High School District 212 will provide elective high school credit for dually enrolled students, and a high school diploma to successful completers. West40 will provide at least one (1) certified secondary education instructor, at least one (1) advocate (counselor), supervision of staff, learning materials, supplies, computers with charging station, and small refrigerator. Triton College will provide (1) classroom and offer students the ability to enroll in dual enrollment credit and/or non-credit courses. Instructional fees and supplies associated with the credit and/or non-credit courses will be fully covered by grant dollars and operate at no direct cost to the college.

RATIONALE: Triton College has developed partnerships with Leyden High School District 212 and West40. Providing an engaging learning space on campus for potential students while also offering credit and non-credit course options, maintains relations and provides services to the local communities. The initiative is intended to serve as a recruitment method. Through this partnership, Triton will earn enrollment while preparing potential students for seamlessly transition into a Triton program of study upon graduation from the Seniors+ program.

Submitted to Board by: _____

Susan Campos
Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

**AGREEMENT BETWEEN
ILLINOIS COMMUNITY COLLEGE DISTRICT 504
AND
LEYDEN HIGH SCHOOL DISTRICT 212, FRANKLIN PARK, ILLINOIS
AND
WEST40 INTERMEDIATE SERVICES, MAYWOOD, ILLINOIS**

This agreement ("Agreement") is made and entered into this day of December 17, 2024 ("Effective Date") between the Illinois Community College District 504, commonly known as Triton College, an Illinois community college (the "College"), the Board of Education of Leyden High School District 212, Franklin Park, Illinois (the "District"), and West40 Intermediate Services, Maywood, Illinois ("West40") (collectively, the "Parties").

WHEREAS, West40 offers the Seniors+ high school credit recovery program, providing 9th-12th grade academic instruction to students between the ages of 18-21; and

WHEREAS, the District issues high school credit and diploma (upon successful completion of required credits) for coursework completed through the Seniors+ program; and

WHEREAS, the College is willing and able to provide a designated classroom for up to thirty (30) students participating in the Seniors+ high school credit recovery program during the academic school year and summer at certain designated and agreed upon times to immerse them into a college environment through December 2025; and

WHEREAS, in the event that additional funding may be available, the College may provide eligible Seniors+ students access to enroll in a college credit or certificate program focused on career exploration and college readiness, aimed at introducing them to contextualized college curriculum and preparing them with college credit and/or a certificate prior to high school graduation; and

WHEREAS, the College has determined that providing the service requested by the District and West40 will serve a public purpose and promote the safety and welfare of the residents of Illinois Community College District 504;

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

1. The foregoing preambles are incorporated herein and constitute a part of this Agreement.
2. West40 will provide at least one (1) certified secondary education instructor who will issue instruction to no more than thirty (30) District students at one time.
3. West40 will provide at least one (1) advocate who will issue wraparound student support services for no more than thirty (30) students at one time.

4. The District will provide no more than thirty (30) students at one time to enroll in the West40 Seniors+ high school credit recovery program.
5. The College will provide one (1) classroom, room 315 in the G building, that holds up to thirty (30) students, Monday through Friday during the academic school year and summer, between 8:30am-2:30pm, on any day that the District is in session during the academic school year and summer and that the College is not closed according to the official College calendar.
6. West40 will provide all supplies and learning materials for the Seniors+ high school credit recovery program.
7. West40 will provide one (1) portable computer charging station with computers to be used by students enrolled in the Seniors+ program and shall maintain sole responsibility for the appropriate use of such computers. West40 will maintain property records for any equipment purchased from grant funds in accordance with policies outlined in the Illinois State Board of Education's 2020 Fiscal Policies and Procedures Handbook.
8. West40 will provide a small refrigerator for storing perishable food items used for lunches, which shall be placed in the above designated classroom.
9. The District will provide snacks.
10. The College, will offer eligible Seniors+ students access to enroll in a college credit or certificate program focused on career exploration and college readiness whenever funding is available. Such programs will be designed to provide students with training in essential employability skills, hands-on learning opportunities in various career fields, exposure to industry employers and content experts, and guidance on college admission and enrollment. During participation in such credit-bearing and/or certificate program, all Seniors+ students shall be treated as students of Triton College and shall be subject to all policies and obligations of a College student.
11. The District will provide high school credits and a high school diploma to qualifying Seniors+ students who satisfactorily complete all instruction provided pursuant to paragraph 2 above.
12. Except as otherwise provided herein, the Seniors+ instructor(s) and advocate(s) shall be considered West40 employees or volunteers at all times and are subject only to the employment policies and practices of West40. The College and the District shall not be responsible for any workers compensation, payroll, benefits, unemployment, or any other benefits of employment typically associated with the College and the District throughout the duration of this Agreement.
13. West40 shall complete all necessary fingerprint clearance and background checks of the assigned Seniors+ instructor(s) and advocate(s) as required by the Illinois School Code, 105 ILCS 5/10-21.9. The results of such investigations shall remain the sole property of West40. West40 additionally certifies that prior to sending any instructor(s) and advocate(s) to the College, West40 has complied with all employment history review and other obligations of 105

ILCS 5/22-94. Upon request of the District, West40 agrees to promptly disclose all records, information and determinations related to Section 22-94 employment history review for each of its instructor(s) and advocate(s).

14. West40 shall remain solely responsible for the supervision of all participating Seniors+ students including any arrival, departure, or behavioral concerns, procedures or protocols for all times that Seniors+ students are on College property for the Seniors+ program. Any care or behavioral concerns of participants should be addressed immediately by the Seniors+ instructor(s) and advocate(s). If such concerns impact the safety of the College's campus, the College may be consulted and shall have the absolute right to limit access to the College's property in the same manner as such concerns are addressed with College students. The District will be additionally consulted regarding any such concerns of all participating Seniors+ students.

15. Any party may terminate this Agreement with a minimum of thirty (30) days written notice to the other parties.

16. West40 shall provide the College and District with a certificate of insurance providing (1) Commercial General Liability Coverage with limits of \$2,000,000 per Occurrence/\$5,000,000 General Aggregate and statutory limits for all worker's compensation coverage. West40 will provide the College and District with a certificate of insurance naming the College and District additional insureds on a primary and non-contributory basis.

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

18. The Triton College shall provide West40 and the District with a certificate of insurance providing Commercial General Liability Coverage with limits of \$2,000,000 per Occurrence/\$5,000,000 General Aggregate and statutory limits for all worker's compensation coverage. The College will provide West40 and the District with a certificate of insurance naming West40 and the District additional insured on a primary and non-contributory basis.

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

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

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

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

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

Each party, 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.

24. No party to this Agreement 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, that it maintains a sexual harassment policy and a Drug Free Workplace in compliance with applicable law.

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

26. This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. Any amendment to this Agreement shall be in writing and executed by the authorized agents of each party hereto.

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

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

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

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

If to the COLLEGE:

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

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

If to the DISTRICT:

Dr. Faith Cole
Assistant Superintendent of Student Services
Leyden High School District 212
3400 Rose Street
Franklin Park, Illinois 60131

If to WEST40:

Dr. Mark Klaisner
Executive Director
West40
415 Lexington Street
Maywood, Illinois 60153

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

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

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

TRITON COLLEGE

Name: _____

Date: _____

Title: Board Chairman

LEYDEN HIGH SCHOOL DISTRICT 212

Name: _____

Date: _____

Title: _____

WEST40 INTERMEDIATE SERVICES

Name: _____

Date: _____

Title: _____

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

Meeting of December 17, 2024

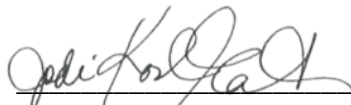
ACTION EXHIBIT NO. 17148

**SUBJECT: STUDENT COMMUNITY EMPLOYMENT EXPERIENCE WITH:
EARTHMED**

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

RATIONALE: The S.E.E.D. program is a blended, competency-based education experience that teaches employability skills to neurodivergent individuals. The S.E.E.D. program requires once-a-week class meetings, one-to-one coaching sessions, and the completion of a 175-hour internship to complete the program and receive a certificate from Triton College's School of Continuing Education.

Submitted to Board by:



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

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

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

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

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

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

Employer Partner shall:

- Provide the student with a 125 or 175-hour on-site work experience from January, 2025 until December, 2025. This Agreement shall automatically renew for successive one (1) year terms unless terminated as provided above.
- Orient the student to the operation, to appropriate employees, and the tasks and roles expected.
- Designate a qualified person to supervise the student’s time, activities, and learning, provide any needed accommodations, and evaluate the student’s performance.
- Complete and submit required documentation to CAAS by the deadline, including agreed-upon skill goals and learning objectives, work hours and attendance, and student evaluation and feedback forms.
- Contact the Coordinator of the S.E.E.D. program should a problem arise with a student.
- Not discriminate based on race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Employer certifies that it is an equal opportunity employer, and maintains a sexual harassment and Drug-Free Workplace policy.

Triton shall:

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

FOR EMPLOYER:

FOR TRITON COLLEGE, in an official capacity only:

NAME: Aimee Spinkroy

Mark R. Stephens, Board Chairman

TITLE: HR Manager

Tracy Jennings, Secretary

DATE: 11-21-2024

DATE: _____

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

Meeting of December 17, 2024

ACTION EXHIBIT NO. 17149

**SUBJECT: STUDENT COMMUNITY EMPLOYMENT EXPERIENCE WITH:
WALGREENS-NORTHLAKE**

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

RATIONALE: The S.E.E.D. program is a blended, competency-based education experience that teaches employability skills to neurodivergent individuals. The S.E.E.D. program requires once-a-week class meetings, one-to-one coaching sessions, and the completion of a 175-hour internship to complete the program and receive a certificate from Triton College's School of Continuing Education. .

Submitted to Board by: _____



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

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

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

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

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

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

Employer Partner shall:

- Provide the student with a 125 or 175-hour on-site work experience from January, 2025 until December, 2025. This Agreement shall automatically renew for successive one (1) year terms unless terminated as provided above.
- Orient the student to the operation, to appropriate employees, and the tasks and roles expected.
- Designate a qualified person to supervise the student's time, activities, and learning, provide any needed accommodations, and evaluate the student's performance.
- Complete and submit required documentation to CAAS by the deadline, including agreed-upon skill goals and learning objectives, work hours and attendance, and student evaluation and feedback forms.
- Contact the Coordinator of the S.E.E.D. program should a problem arise with a student.
- Not discriminate based on race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Employer certifies that it is an equal opportunity employer, and maintains a sexual harassment and Drug-Free Workplace policy.

Triton shall:

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

FOR EMPLOYER:

NAME: _____

MARK SCHMIDT
TITLE: Store Manager

DATE: 11/21/24

FOR TRITON COLLEGE, in an official capacity only:

Mark R. Stephens, Chairman

Tracy Jennings, Secretary

DATE: _____

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

Meeting of December 17, 2024

ACTION EXHIBIT NO. 17150

SUBJECT: COLLEGE CURRICULUM RECOMMENDATIONS

RECOMMENDATION: That the Board of Trustees approved the attached College Curriculum recommendations.

RATIONALE: This recommendation was approved by the College Curriculum Committee November 7, 2024, and December 5, 2024 (draft), and approved by the Academic Senate on October 8, 2024, and December 10, 2024 (pending).

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

College Curriculum Committee Summary November 7, 2024

for

Academic Senate, November 12, 2024
Board of Trustees, December 17, 2024

PROGRAM(S)

REVISED PROGRAM(s)

- C217E Diagnostic Medical Sonography AAS
 - Updated curriculum description
 - *Effective 1/20/2025*
- C317E Diagnostic Medical Sonography Certificate
 - Updated curriculum description
 - *Effective 1/20/2025*

COURSE(S)

NEW COURSE(s)

- PHS 200 Undergraduate Open Seminar – Physical Sciences
 - 3 credits/3 lecture; \$50 course fee
 - *Effective 1/20/2025*

REVISED COURSE(s)

- CHM 110 Fundamentals of Chemistry
 - prerequisite to 'placement into MAT 085 or higher'; updated Gen-ed Outcomes (GLOs), Indirect Assessment
 - *Effective 5/25/2025*
- CHM 132 Elementary Organic Chemistry
 - prerequisite to 'CHM 110 or CHM 140; placement into MAT 031/MAT 110 or higher; placement into RHT 101 or higher'; updated Gen-ed Outcomes (GLOs), Indirect Assessment
 - *Effective 5/25/2025*
- CHM 140 General Chemistry I
 - prerequisite to 'successful completion within the past 5 years of one year of High School Chemistry or CHM 110; placement at MAT 031/MAT 110 level or higher; placement at RHT 101 level or higher'; updated Indirect Assessment
 - *Effective 5/25/2025*
- PHY 100 General Physics
 - prerequisite to 'placement into MAT 085 or higher; updated Gen-ed Outcomes (GLOs), Instructional Strategies, Indirect Assessment and Gen-ed Outcomes (GLOs)
 - *Effective 5/25/2025*
- PHY 101 General Physics (Mechanics, Heat & Sound)
 - prerequisite to 'MAT 111 or higher (minimum grade 'C'); placement at RHT 101 or higher; updated Instructional Strategies, Indirect Assessment, Gen-ed Outcomes (GEOs)
 - *Effective 5/25/2025*

Cernan Center Projector Replacement – Building I

1 firm submitted a bid for the Cernan Center Projector Replacement – Building I project. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 1:30 p.m. local time, Tuesday, November 19, 2024, the bids were publicly opened and read aloud in room A-300 by John Lambrecht, Operations & Maintenance, and witnessed by, Danielle Stephens, Purchasing, and Kris McCall, Wayne Foster, and Jordan Jubeck, Cernan Center Staff..

It is recommended that the Board of Trustees accept the proposal submitted by Evans and Sutherland Computer Corporation, in accordance with their low specified bid. This item was competitively bid according to state statutes.

COMPANY
Evans and Sutherland Computer Corporation
77 Komas Drive
Salt Lake City, UT 84108

NET COST
\$103,250.00

APPROVED:


Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	02-70900501-580400005
A/C Name	Construction Building Remodeling > 50k
FY24 Budget	\$ 13,613,000.00
Prev. Expend.	\$ 4,465,546.00
Schedule	\$ 103,250.00
Balance	\$ 9,047,204.00

Memorandum

November 22, 2024

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Cernan Center Projector Replacement – Building I



Operations & Maintenance

Triton College received 1 bid from vendors for the Cernan Center Projector Replacements – Building I project.

The qualified bidder was Evans and Sutherland Computer Corporation, in the Base Bid amount of \$103,250.

I recommend that the bid should be awarded to Evans and Sutherland Computer Corporation, in the Base Bid amount of \$103,250.

Thanks, and please feel free to call with any questions.

John