



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, July 15, 2025

- I. CALL TO ORDER**

July 15, 2025 at 6:30 p.m.
or immediately following the Budget Hearing
Boardroom, A-300
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LXI**

Minutes of the Regular Board Meeting of June 17, 2025, No. 18
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
 - A. Action Exhibits
 - 17253 Budget Transfers
 - 17254 FY 2027 Ramp Report
 - 17255 Discovery – Adobe Software
 - 17256 Agreement with Athletico Management, LLC
 - 17257 Student Community Employment Experience with Fasel Nursery

- 17258 2025 Federal Transit Administration (FTA) Certifications and Assurances
- 17259 Request for Increase of Vendor Payment between Triton College and Ed2go
- 17260 Agreement with ESPN Radio
- 17261 2025-2035 Fenwick High School Facility Usage Partnership Agreement
- 17262 Ratification of the Triton College Faculty Association Negotiation Agreement FY 2026-2030

B. Purchasing Schedules

C. Bills and Invoices

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

E. Human Resources Report

XIV. COMMUNICATIONS – INFORMATION

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

XV. ADJOURNMENT

CALL TO ORDER/ROLL CALL

Chairman Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:52 p.m. The following roll call was taken.

Present: Mr. Luke Casson, Mr. Jarrell David, Mr. Tracy Jennings, Mr. Glover Johnson, Mr. Rich Regan, Ms. Diane Viverito, Mr. Mark Stephens.

Absent: Mrs. Elizabeth Potter.

Chairman Stephens apologized for being late and remarked that Trustee Potter could not attend tonight's Board meeting.

APPROVAL OF BOARD MINUTES

Ms. Viverito made a motion, seconded by Mr. David, to approve the minutes of the Regular Board Meeting of May 20, 2025. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Faculty Association President Leslie Wester provided a status update on the faculty negotiations. She noted that, despite initial hopes for a swift resolution, they are facing some challenges and the negotiations are not progressing as quickly as it was expected. The faculty union expressed their desire to finalize and ratify a new agreement before the current contract expires, highlighting their strong commitment to student success.

Chairman Stephens commented that he hopes the faculty and administration will soon reach a consensus on a new agreement.

Adjunct Faculty Association President Bill Justiz reported that the summer semester is going well so far.

STUDENT SENATE REPORT

Chairman Stephens asked the Student Trustee to provide an update on student recent activities and initiatives. Mr. David reported that he has been very busy meeting with different stakeholders, including Vice President Koslow Martin, as well as Dean Jones and Dean Willis, about his new engagement initiative. He is also meeting with different student groups and organizations, including PTK, and has a meeting confirmed with the Business and Finance administration about the student budget allocation.

Chairman Stephens reminded Mr. David about confidentiality requirements, now that he is part of various confidential discussions and has access to sensitive information.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

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

Finance/Maintenance & Operations

Mr. Jennings reported that the committee met on June 4 and reviewed fifteen new business items and one purchasing schedule. All were unanimously approved and sent to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

None.

PRESIDENT'S REPORT

President Moore gave a shout out to those involved in organizing another Triton College Foundation Golf Outing, to be held on Thursday, June 26, and encouraged others to support this great initiative to help raise funds for our students – the ultimate beneficiaries. She reminded that affordability is one of the main barriers to higher education and the events like our golf outing are one of the many ways to help alleviate the college cost burden by gathering resources for student scholarships.

Chairman Stephens added that community colleges are an affordable and flexible pathway to higher education, allowing students to save money on tuition while gaining a solid foundation in their chosen field before transferring to a four-year institution to complete their degree.

CHAIRMAN'S REPORT

Chairman Stephens spoke briefly about good health as everyone's top priority, emphasizing the importance of prevention and care. He also advised taking a proactive approach by addressing any health issues early, rather than dismissing or minimizing them.

NEW BUSINESS

ACTION EXHIBITS

A. Board Policy – Second Reading

3320 Travel – Board of Trustees and all College Employees

5208 Academic Honesty

6080 Course Syllabi

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

B. Action Exhibits

The following action exhibits were taken as a group.

17235 Budget Transfers

17236 Approval of Fiscal Year 2026 Tentative Budget

17237 Renewal of Treasurer's Bond

17238 Housing Agreement with Concordia University

17239 BG Restaurant Group 2025 Contract Extension

- 17240 Affiliation Agreement with Department of Veterans Affairs**
- 17241 Illinet/OCLC Services Program Member Agreement with the Secretary of State/State Librarian of the State of Illinois**
- 17242 Tutoring Hours Purchase through NILRC**
- 17243 Approval to Return Toyota Loaned Vehicles and Training Aids Following Tecs Program Status Change**
- 17244 Renewal Service Agreement with PeopleAdmin, Inc.**
- 17245 Agreement with Shaker Recruitment Advertising Communications**
- 17246 Renewal Agreement with Explorance for Blue Course Evaluation Software**
- 17247 Agreement with Hubbard Chicago (101.9 The Mix)**
- 17248 Agreement with Hubbard Chicago (2060 Digital)**
- 17249 Agreement with SHI International Corp**
- 17250 FY 26 Intergovernmental Agreement with Illinois Upward Mobility Program for Tuition and Fee Assistance**
- 17251 Cosmetology Lab Renovation in M Building – Confirmation of Board Poll**
- 17252 Authorization to Contract with Hayes Mechanical for Building E Emergency Cooling Coil Replacement – Confirmation of Board Poll**

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

PURCHASING SCHEDULES

B47.23 Fall 2025 Triton College Continuing Education Guide

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

BILLS AND INVOICES

Mr. Jennings made a motion, seconded by Ms. Viverito to pay the Bills and Invoices in the amount of \$5,618,051.08.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. David, Mr. Jennings, Mr. Johnson, Mr. Regan,
Ms. Viverito, Mr. Stephens

Absent: Mrs. Potter

Motion carried 6-0 with the Student Trustee voting yes.

HUMAN RESOURCES REPORT

1.0 Faculty

Ms. Viverito made a motion, seconded by Mr. Jennings, to approve pages 1-8 of the Human Resources Report, items 1.1.01 through 1.5.01. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Mr. Jennings made a motion, seconded by Ms. Viverito, to approve pages 9-10 of the Human Resources Report, items 2.1 through 2.6. Voice vote carried the motion unanimously.

3.0 Administration

Ms. Viverito made a motion, seconded by Mr. Regan, to approve pages 11-14 of the Human Resources Report, items 3.1.01 through 3.2.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Mr. Regan made a motion, seconded by Mr. Jennings, to approve page 15 of the Human Resources Report, items 4.1.01 through 4.5.02. Voice vote carried the motion unanimously.

5.0 Mid-Management

Ms. Viverito made a motion, seconded by Mr. Jennings, to approve page 16 of the Human Resources Report, items 5.1.01 through 5.3.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Ms. Viverito made a motion, seconded by Mr. Jennings, to approve pages 17-20 of the Human Resources Report, items 6.1.01 through 6.3.04. Voice vote carried the motion unanimously.

7.0 Other

Ms. Viverito made a motion, seconded by Mr. Jennings, to approve pages 21-27 of the Human Resources Report, items 7.1.01 through 7.5.01. Voice vote carried the motion unanimously.

ADJOURNMENT

Motion was made by Ms. Viverito to adjourn the Regular Meeting of the Board, seconded by Mr. Casson. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 7:13 p.m.

Submitted by: Mark R. Stephens
Board Chair

Tracy Jennings
Board Secretary

Margaret Kluza
Margaret Kluza, Recording Secretary

TRITON COLLEGE, District 504
Board of Trustees

Meeting of July 15, 2025

ACTION EXHIBIT NO. 17253

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 ☒

Budget Transfer Form

Dollar Amount

\$1080.00

Object Code Description

From what Budget Account

01 10102030 540600010

prof dev pub and dues

To what Budget Account

01 10102030 550100010

prof dev meeting expense

Is this a Grant?

Yes ☐ No ☒

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

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

Grant Accountant?

Include Attachments: Yes ☐ No ☒

Rationale:

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

Funding is not needed and is not being requested by faculty for professional development publications, subscriptions, or memberships. Prioritizing available funds for areas with more immediate and practical impact ensures the most effective use of professional development funds.

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

This amount is needed to cover expenditures pertaining to Quality Matters online workshops for faculty.

Required Signatures

Requestor

Signed by:

Eugene Muhammad

6/3/2025

14B68DC103854BF...

Signed by:

Eugene Muhammad

6/3/2025

14B68DC103854BF...

Cost Center Manager

Associate Dean (If Applicable)

Signed by:

Jeanette Bartley

6/4/2025

DEC1254A937247F...

Signed by:

Paul Jensen

6/4/2025

815C006BB1974DE...

Signed by:

Susan Campos

6/5/2025

87D8745E0BA0449...

Associate Vice President

Area Vice President

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: _____

Entered by: _____

08247-8 6.9.25

Budget Transfer Form

\$3000

Dollar Amount

Object Code Description

From what Budget Account 01 20800530 530900010

Other Contractual Services

To what Budget Account 01 20800530 550100005

Meeting Expense

Is this a Grant?

Yes ☐ No ☒

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

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

Grant Accountant?

Include Attachments: Yes ☐ No ☒**Rationale:****Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

There was a decrease in the number of students requiring ASL interpreters and notetakers during the 2025 fiscal year.

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

CAAS staff have been approved to present at AHEAD National Conference in Denver, CO in July 2025 and the registration fee was not part of original budget.

Required Signatures**Requestor**

Signed by:

Dominique Dial

5/27/2025

CEB049280EB44D0...

Cost Center Manager

Signed by:

Dominique Dial

5/27/2025

CEB049280EB44D0...

Associate Dean (If Applicable)

Signed by:

Hilary Meyer

5/27/2025

8C0EF7BE9DBF42D...

Dean (If Applicable)

Signed by:

Denise Jones

5/27/2025

1F03E48919A849E...

Associate Vice President

Signed by:

Jodi Koslaw-Martin

5/28/2025

79839C5A5A2346C...

Area Vice President**BUSINESS OFFICE APPROVALS**

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: _____

Entered by: B 8213 23 6/2/25

Budget Transfer FormDollar Amount \$2400.00

			Object Code Description
From what Budget Account	01	40100505	530900010
			Cont Ed other contractual
To what Budget Account	01	40100525	540600005
			Real Estate Publication and Dues

Is this a Grant?
Yes ☐ No ☒

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

Grant Accountant?

Include Attachments: Yes ☐ No ☒**Rationale:****Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

Funds are currently available due to lower than anticipated enrollment in online Ed2Go/Cengage courses this term, which has resulted in reduced invoicing. As a result, the remaining budgeted funds may be reallocated to support other programmatic needs or new course development.

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

The IDPR has reinstated application fees for the Real Estate Program after a two-year suspension. Providers are now required to pay an application fee to maintain provider status, along with additional fees for each course renewal submitted by the college.

Required Signatures**Requestor**

DocuSigned by:
Katie Kullo 5/23/2025

Cost Center Manager

DocuSigned by:
Katie Kullo 5/23/2025

Associate Dean (If Applicable)**Dean (If Applicable)****Associate Vice President**

Signed by: 5/23/2025
Paul Jensen

Area Vice President

Signed by: 5/23/2025
Susan Campos

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: S 6/2/25Entered by: B 8214 B 6/2/25

Budget Transfer Form

Dollar Amount

\$2,800.00

From what Budget Account

01 80100520 580500010

Object Code Description

VP Business Affairs : Equipment - Computers>5

To what Budget Account

01 80100520 550200005

VP Business Affairs : Travel - In State

Is this a Grant?

Yes [] No [X]

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

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

Grant Accountant?

Include Attachments: Yes [] No [X]

Rationale:

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

Less funds are needed in VP Business Affairs : Equipment - Computers>5K this Fiscal year.

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

Funds are needed in VP Business Affairs : Travel - In State to pay for hotel rooms for the ICCCF0 Conference.

Required Signatures

Requestor

Signed by:

Danielle Stephens

6/3/2025

E1A85BACA7C44B4

DocuSigned by:

Cost Center Manager

Jim Reynolds

6/3/2025

9E9AS09116PD4EB...

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

Signed by:

Colleen Rockafellow

6/3/2025

B57C59A9F3454E1...

Signed by:

Sean Sullivan

6/4/2025

042220251EC74A1...

Area Vice President

BUSINESS OFFICE APPROVALS

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

Exec. Dir. of Bus. Operations:

VP of Business Services:

Entered by:

BS219 B 6-9-25

Budget Transfer Form

Dollar Amount	<u>\$1,600.00</u>		
From what Budget Account	01	80200510	550300005
To what Budget Account	01	80400525	540700005
Object Code Description	Finance : Travel - Out of State		
	Purchasing : Advertising		
Is this a Grant?	*If you are submitting a grant transfer, the following statement must appear in the Rationale:		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	"This is an allowable transfer under the (name of grant) guidelines"		
Grant Accountant?	Include Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
Less funds are needed in Finance : Travel - Out of State this Fiscal Year.

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

Fund are need in Purchasing : Advertising due to more construction project bids this Fiscal Year.

Required Signatures

Requestor

Signed by: Danielle Stephens 6/3/2025
E1A958ACAF7044B4

Cost Center Manager

Signed by: Jim Reynolds 6/3/2025
9C9A8D9110FD4EB...

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

Signed by: Colleen Rockafellow 6/3/2025
B57C8EAA3454E1...

Area Vice President

Signed by: Sean Sullivan 6/4/2025
B42220251EC74A1...

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: JS

Exec. Dir. of Bus. Operations: CR

VP of Business Services: 6/9/25

Entered by: B8216 73 6.9.25

Budget Transfer Form

Dollar Amount

\$202

From what Budget Account

01 80900540 550100005

Object Code Description

PDC Meeting Expense

To what Budget Account

01 80900540 530900010

PDC Other Contractual

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:**

All budgeted activities have been resolved, and the remaining funds can be repurposed for other activities.

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

The remaining balance is insufficient for the payment of the SafeCollege training program.

Required Signatures**Requestor**

Signed by:

Anthony Riley

5/22/2025

46FB50185788402

Cost Center Manager

Signed by:

Purna DeVol

5/22/2025

E5B40A732509403

Associate Dean (If Applicable)**Dean (If Applicable)****Associate Vice President**

Signed by:

Purna DeVol

5/22/2025

E5B40A732509403

Area Vice President

Signed by:

Susan Campos

5/22/2025

B7D8745E08A6449

BUSINESS OFFICE APPROVALS

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

Exec. Dir. of Bus. Operations:

VP of Business Services:

Entered by:

B8215 73 6/2/25

Budget Transfer FormDollar Amount \$2,000.00**Object Code Description**From what Budget Account 05 60401040 550200005Women's Softball: In-State TravelTo what Budget Account 05 60400505 550200005Athletics: In-State TravelIs 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:**

There have been fewer in-state softball contests than originally budgeted due to weather complications.

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

Funds are needed to cover transportation invoices for athletic team travel. Van rentals from all sports are paid from the Athletics cost center. In addition, there has been an increase in the projected rates from what was originally budgeted for these transportation costs and this transfer will allow the department to pay the remaining open invoices for FY25.

Required Signatures**Requestor**Signed by: Yara Hernandez 6/4/2025**Cost Center Manager**DocuSigned by: Garrick Abuzetian 6/4/2025**Associate Dean (If Applicable)****Dean (If Applicable)****Associate Vice President**Signed by: Colleen Rockafellow 6/4/2025**Area Vice President**Signed by: Sean Sullivan 6/4/2025**BUSINESS OFFICE APPROVALS**

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 6/14/25Entered by: BB225, JB 6/16/25

Budget Transfer Form

Dollar Amount

\$1,181.92

From what Budget Account

06 10205003 530900010

Object Code Description

Other Contractual - (AUT) SkillsUSA Competi ti

To what Budget Account

06 10205003 550100005

Meeting Expense

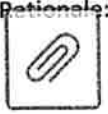
Initial
PD

Is this a Grant?

Yes [x] No []

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

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



Grant Accountant? Gianna Colella

Include Attachments: Yes [x] No []

Rationale:

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

The budgeted funds are no longer needed in their original account for this fiscal year and are available to be transferred to help cover the remaining registration fees for the SkillsUSA State Competition. This is an allowable transfer under the Perkins grant guidelines.

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

Additional funds are needed in the receiving account to cover the remaining balance required to pay for registration fees for both instructors and students who participated in the SkillsUSA State Competition held in Peoria from April 23 to April 26, 2025. The purpose of the travel was for students to attend and compete in this educational, team-based event, and the additional funds will ensure that all related registration expenses are fully covered. This is an allowable transfer under the Perkins grant guidelines.

Required Signatures

Requestor

Signed by: Flavia Bruscato 6/4/2025

Cost Center Manager

Signed by: Justyna Kohly 6/4/2025

Associate Dean (If Applicable)

Signed by: Justyna Kohly 6/4/2025

Dean (If Applicable)

Signed by: Paul Jensen 6/4/2025

Associate Vice President

Signed by: Paul Jensen 6/4/2025

Area Vice President

Signed by: Susan M. Campos 6/5/2025

BUSINESS OFFICE APPROVALS

Grant Accountant:

gc 6-5-25

Asst. Director of Finance

[Signature]

Exec. Director of Finance:

[Signature]

Exec. Dir. of Bus. Operations:

CR

VP of Business Services:

[Signature] 6/9/25

Entered by: B8223 TB 6/9/25

Budget Transfer Form

Dollar Amount

\$1604.00

From what Budget Account

06 10605005 510600010

To what Budget Account

06 10605005 590200000

Object Code Description

AEF-ADULT ED - FEDERAL : Clerical - Part-Time

AEF-ADULT ED - FEDERAL : Student Grants and S

Initial
RD

Is this a Grant?

Yes ☒ No ☐

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

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

Grant Accountant? Susan Zefeldt

Include Attachments: Yes ☐ No ☒**Rationale:****Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

Funds are no longer needed to cover part-time clerical salary, this line will be underspent by the end of the fiscal year.

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

Funds will be used to cover student tuition and fees. This is an allowable transfer under the AEFLA guidelines.

Required Signatures

Requestor

Signed by:

6/2/2025

Cost Center Manager

Signed by:

6/4/2025

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

Area Vice President

Signed by:

6/4/2025

Signed by:

6/4/2025

BUSINESS OFFICE APPROVALS

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

Exec. Dir. of Bus. Operations:

Entered by: 6/9/25

VP of Business Services:

6/9/25

Budget Transfer Form

Dollar Amount \$5650.00

Object Code Description

From what Budget Account 06 20905057 590200000 ICCB IELCE Intergrated English : Student Gra

To what Budget Account 06 20905057 520100105 ICCB IELCE Intergrated English : Medical D

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

Grant Accountant? Susan Zefeldt Include Attachments: Yes ☐ No ☒

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

Funds are no longer needed to cover student grants and scholarships. This line will be underspent by the end of FY25.

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

Funds will be used to cover fringe benefits for clerical and professional technical staff. This is an allowable transfer under the ICCB IELCE guidelines

Required Signatures

Requestor Signed by: [Signature] 6/2/2025
 46F82102735D4F0...

Cost Center Manager Signed by: [Signature] 6/4/2025
 B06C52C7D05B489...

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Signed by: [Signature] 6/4/2025
 815C0008B1974DE...

Area Vice President Signed by: [Signature] 6/4/2025
 87D6745E0BAG449...

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance: [Signature]

Exec. Director of Finance: _____

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

VP of Business Services: [Signature] 6/9/25

Entered by: Bazzar 6/9/25

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

Meeting of July 15, 2025

ACTION EXHIBIT NO. 17254

SUBJECT: FY 2027 RAMP REPORT

RECOMMENDATION: That the Board of Trustees approve the August 1, 2025 submission of the State of Illinois RAMP report to the ICCB. If any of these proposed projects are approved by the State for development/construction, Triton College will be obligated to provide 25% of the project financing. There are 8 individual projects proposed and the 25% matching amounts vary from \$916,127 to \$31,901,722.

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

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes ☒ No ☐

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on July 15, 2025 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2027 RAMP Community College Capital Project Request.

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

PROJECT NAME: Window Replacement – Line Buildings Phase 2

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$1,054,126</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify) _____	<u>\$</u>
TOTAL LOCAL MATCH	<u>\$1,054,126</u>

Signed _____
Chairperson of the Board of Trustees

Signed _____
Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on July 15, 2025 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2027 RAMP Community College Capital Project Request.

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

PROJECT NAME: Window Replacement Student Resource Buildings

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$916,127</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify)_____	<u>\$</u>
TOTAL LOCAL MATCH	<u>\$916,127</u>

Signed _____
Chairperson of the Board of Trustees

Signed _____
Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on July 15, 2025 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2027 RAMP Community College Capital Project Request.

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

PROJECT NAME: Career Discovery Center Building

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$16,980,447</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify) _____	<u>\$</u>
TOTAL LOCAL MATCH	<u>\$16,980,447</u>

Signed _____
Chairperson of the Board of Trustees

Signed _____
Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on July 15, 2025 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2027 RAMP Community College Capital Project Request.

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

PROJECT NAME: Construction of Physical Plant

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$19,475,095</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify) _____	<u>\$</u>
TOTAL LOCAL MATCH	<u>\$19,475,095</u>

Signed _____
Chairperson of the Board of Trustees

Signed _____
Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on July 15, 2025 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2027 RAMP Community College Capital Project Request.

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

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

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$13,560,950</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify) _____	<u>\$</u>
TOTAL LOCAL MATCH	<u>\$13,560,950</u>

Signed _____
Chairperson of the Board of Trustees

Signed _____
Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on July 15, 2025 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2027 RAMP Community College Capital Project Request.

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

PROJECT NAME: Cernan Earth & Space Center Expansion

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$987,470</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify) _____	<u>\$</u>
TOTAL LOCAL MATCH	<u>\$987,470</u>

Signed _____
Chairperson of the Board of Trustees

Signed _____
Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on July 15, 2025 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2027 RAMP Community College Capital Project Request.

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

PROJECT NAME: Rehabilitation of Potable Water

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$1,062,068</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify) _____	<u>\$</u>
TOTAL LOCAL MATCH	<u>\$1,062,068</u>

Signed _____
Chairperson of the Board of Trustees

Signed _____
Chief Executive Officer of the College District

BOARD OF TRUSTEES MATCHING FUNDS COMMITMENT

I hereby certify that the Board of Trustees of Triton College Community College, District # 504 , meeting in their regular session on July 15, 2025 , with a quorum present, officially authorized the submission of the attached Fiscal Year 2027 RAMP Community College Capital Project Request.

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

PROJECT NAME: Industrial Careers 2nd Floor Addition

Proposed Source(s) of Local Funding

	(List the Dollar Amount)
1. Available Local Fund Balances	<u>\$31,901,722</u>
2. Protection, Health, and Safety Tax Levy	<u>\$</u>
3. Protection, Health, and Safety Bond Proceeds	<u>\$</u>
4. Other Debt Issue	<u>\$</u>
5. State Certified Construction Credits (remaining from 1987)	<u>\$</u>
6. Other (Please specify) _____	<u>\$</u>
TOTAL LOCAL MATCH	<u>\$31,901,722</u>

Signed _____
Chairperson of the Board of Trustees

Signed _____
Chief Executive Officer of the College District

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

Meeting of July 15, 2025

ACTION EXHIBIT NO. 17255

SUBJECT: DISCOVERY – ADOBE SOFTWARE

RECOMMENDATION: That the Board of Trustees approve the purchase of 250 Adobe Creative Cloud software licenses from Discovery. The Creative Cloud software licenses will be valid from August 22, 2025 through August 21, 2026 at a cost of \$98.40 per license for a total FY26 cost not to exceed \$24,600.

RATIONALE: Discovery provides Triton College with the lowest pricing on Adobe software platforms. The Adobe software is used in specialized classrooms and by staff across campus. Purchases of data processing equipment and software are exempt from bidding by state statute.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes ☐ No ☒

June 12, 2025

Quoted by: Dan Wechsler – 800.331.5489 dan@diskovery.com

Frances Figg francesfigg@triton.edu

ARC

Triton College

2000 Fifth Ave

River Grove, IL 60171

Kenneth Joseph Kowalski kennethkowalski@triton.edu

Christopher Jr Hordorwich chrishordorwich@triton.edu

Jill Lobianco-Bartalis jilllobianco-bartali@triton.edu

Adobe **ARC - 30** HIED Student High Volume License Pack

BUDGET PROPOSAL - Renewal 12-Month Subscription

Term Period: August 22, 2025 to August 21, 2026

Quote Contingent based on :

VIC and ARC orders received at same time

Adobe High Volume minimum order of 250 licenses (combined of VIC and ARC)

Any adjusted reduced total quantities below 250 will be not be eligible for the Adobe High Volume Pricing. Pricing reverts back to Adobe HIED Student Standard Pricing of \$140.70 per license

Adobe Item #	Quantity	Adobe HIED Student License Pack - High Volume Pricing	Adobe Academic Price per Unit	Adobe Academic Extended
ADBE-CC-SLPHV12	30	Adobe CC All Apps - Student License Pack Renewal 12-Month Subscription Term	\$98.40	\$2,952.00
		TOTAL - ARC - 30 Student Licenses		\$2,952.00

Pricing based on Adobe June 2025 Pricing/Product Schedule. Pricing subject to change by Adobe as renewal would be based on the July/August 2025 Adobe Pricing Schedule (which has not been released)

Please contact me to review and address any questions or requests.

Thank you

Dan Wechsler dan@diskovery.com | 800.331.5489 | fax: 561.683.8416



June 12, 2025

Quoted by: Dan Wechsler – 800.331.5489 dan@diskovery.com

Jill Lobianco-Bartalis jilllobianco-bartali@triton.edu (708) 456-0300 Ext. 3528

Visual Communications Coordinator and Faculty

Triton College

2000 Fifth Ave, T-153

River Grove, IL 60171

Frances Figg francesfigg@triton.edu

Kenneth Joseph Kowalski kennethkowalski@triton.edu

Christopher Jr Hordorwich chrishordorwich@triton.edu

Adobe VIC - 220 HIED Student High Volume License Pack

BUDGET PROPOSAL - Renewal 12-Month Subscription

Term Period: August 22, 2025 to August 21, 2026

Renewal Contingent based on :

VIC and ARC orders received at same time

Adobe High Volume minimum order of 250 licenses (combined of VIC and ARC)

Any adjusted reduced total quantities below 250 will be not be eligible for the Adobe High Volume Pricing. Would revert back to Adobe HIED Student Standard Pricing of \$140.70 per license

Adobe Item #	Quantity	Adobe HIED Student License Pack - High Volume Pricing	Adobe Academic Price per Unit	Adobe Academic Extended
ADBE-CC-SLPHV12	220	Adobe CC All Apps - Student License Pack Renewal 12-Month Subscription Term	\$98.40	\$21,648.00
		TOTAL - VIC 220 Student Licenses		\$21,648.00

Pricing based on Adobe June 2025 Pricing/Product Schedule. Pricing subject to change by Adobe as renewal would be based on the July/August 2025 Adobe Pricing Schedule (which has not been released)

Please contact me to review and address any questions and requests.

Thank you

Dan Wechsler dan@diskovery.com | 800.331.5489 | fax: 561.683.8416



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

Meeting of July 15, 2025

ACTION EXHIBIT NO. 17256

SUBJECT: AGREEMENT WITH ATHLETICO MANAGEMENT, LLC

RECOMMENDATION: That the Board of Trustees approve the Agreement with Athletico Management, LLC for athletic trainer services beginning August 4, 2025 through June 30, 2026. Athletico will provide one full-time trainer at 40 hours per week, at \$52,000, and one hourly trainer (if available) for 30 hours per week, at \$29.50/hour. This Agreement allows for up to 2 staff members per week. The total cost of the Agreement will not exceed the amount of \$91,000 for FY26.

RATIONALE: Triton outsourced athletic training needs with Athletico in place of a full-time Athletic Trainer position and continues to find this to be a successful option. Athletico is an established company that meets Triton's needs by providing on-site athletic trainers for our student athletes participating on Triton's athletic teams.

Submitted to Board by: Sean Sullivan
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 ☒



Athletic Training Services Statement of Work

This ATHLETIC TRAINING SERVICES STATEMENT OF WORK (together with all exhibits incorporated herein, this “SOW”) is made and entered into as of April 30th, 2025 by and between Athletico Management, LLC , a Delaware limited liability company (herein referenced as “Athletico”) and Community College District 504, commonly known as Triton College (“Client” and, together with Athletico, each a “Party” and, collectively, the “Parties”).

SCHEDULE AND COMPENSATION:

Client hereby engages Athletico to provide the athletic training services set forth on Exhibit A (the “Services”) on behalf of Client. In consideration for the Services, Client shall (a) perform each obligation set forth under the heading “Client Responsibilities” on Exhibit A and (b) pay Athletico the fees set forth on Exhibit B. This SOW is governed by Athletico’s Standard Terms and Conditions which are hereby attached and incorporated by this reference as Exhibit C. The Parties expressly agree that this SOW may be executed in multiple counterparts, and by facsimile, portable document format (.pdf) or other electronic means, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

MISCELLANEOUS:

1. **Term of SOW.** The term of this SOW (the “Term”) shall be from August 4th, 2025 to June 6th, 2026 unless otherwise terminated in accordance with the terms of this SOW.
2. **Notices.** Any and all notices, demands, requests, and any other communication required or permitted to be served on or given by either party to the other shall be in writing and delivered personally, by nationally-recognized overnight courier or by deposit in the United States Mail, first class postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given at the address set forth below or at such other or additional address as the other party may designate by notice to the other:

If to Client:	Triton College District 504 Sean Sullivan, VP of Business Services 2000 5th Avenue, River Grove, IL 60171
And	
If to Athletico:	Athletico Management, LLC. c/o Payten Gerjerts, Jason Bannack, and Legal Department 2122 York Road, Suite 300, Oak Brook, IL 60523
3. **Governing Law/Arbitration.** This SOW shall be governed by the laws of the State of Illinois (excluding its choice of law principles).
4. **Captions.** The captions used in this SOW as headings of the various sections are for convenience only and are not and shall not be used to construe any part of this SOW.
5. **Entire Agreement; Amendment.** This SOW contains the entire agreement between the Parties and supersedes any and all other agreements between the Parties, either oral or in writing, including any terms contained in a request for proposal or other bid, with respect to the subject matter of this SOW. This SOW may only be amended in a writing that is duly executed by authorized agents of both Parties, in their official capacities only.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed on the day and year first above written.

Athletico Management, LLC

By

Jason Bannack
Triton College District 504

By:

Sean Sullivan VP

EXHIBIT A**ATHLETICO RESPONSIBILITIES:**

Athletico will be the Official provider of athletic training coverage for Client and will provide the following athletic training services:

- a. 1 certified athletic trainer(s), or other providers legally authorized by applicable state law to provide Services (collectively, "Athletic Trainers"), will be available after school Monday-Friday for pre-event taping, home event coverage for the Term. Coverage will also be made available on Saturdays per practice and home event schedule and on Sundays per home event schedule provided Athletic Trainers are provided at least 1 day off per 7 day period. Athletic Trainer(s) will be assigned for coverage at 40 hours per week per season. Season is defined by the sanctioning body or as otherwise agreed upon by the Parties. The foregoing services shall be considered "Regular Services" for purposes of this SOW; provided that any hours in excess of the stated 40 hours as set forth herein shall be considered "Additional Services."
Any Services provided on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or New Year's Day (or, to the extent any such holiday falls on a weekend, the weekday on which such holiday is observed) shall also be considered "Additional Services."
- b. Upon request, and if available, Athletico will provide additional Athletic Trainers; however, any Athletic Trainers in excess of 1 shall be considered "Additional Services" for purposes of this Agreement.
- c. Upon request, and if available, an Athletic Trainer will be provided for both home and away state competitions; provided that any such services shall be considered "Additional Services" for purposes of this SOW. Client should make such request to Athletico's Manager of Athletic Training Services within twenty-four (24) hours of notification of contest date. Parameters of travel include:
 - i. Travel days to be inclusive of the 40 hours weekly allotment per Athletic Trainer. Start time is defined as departure for travel and end time is defined as return.
 - ii. Travel accommodation including transportation, lodging and food will be paid for by Client.
- d. As needed and upon reasonable advance notice, Athletico shall use reasonable efforts to make an Athletic Trainer available at times other than those listed below in response to the special needs of the Client as needed and shall provide those services as outlined above. Such instances could include unscheduled events, acute injury circumstances, school affiliated functions, training sessions for coaches and staff and other situations which may arise. In all instances, the Client agrees to use reasonable efforts to provide Athletico with advance notice of all such additional requirements, as well as any schedule changes. The foregoing services shall be considered "Additional Services" for purposes of this SOW.
- e. Coverage shall include on-site injury care and evaluation as well as assistance on matters pertaining to the health and well-being of the athletes, as permitted by the applicable athletic training practice act, including, the coordination of follow-up treatment and rehabilitation as necessary.
- f. Coverage shall include the use of modalities as indicated by the applicable state athletic training practice act.
- g. Documentation of complete and accurate records of all athletic injuries and treatment rendered.
- h. Athletico shall provide education to the board members, coaches, players, and parents of Client on the importance of medical care and follow-up necessity with an Athletico facility after injury as may be appropriate or requested.
- i. Student-athletes, families, coaching and administration staff of the Client may have access to all Athletico centers for complimentary injury assessments and virtual free injury assessments via its telehealth application to the extent permitted by applicable law.
- j. Athletico shall provide a 10-15 minute lecture introducing services available to Client at the Client's athletics introduction meeting.
- k. Athletico will provide marketing handouts and free injury assessment (to the extent permitted by law), upon request.
- l. Assistance with body fat testing for wrestlers, or as may be appropriate for other athletic disciplines.
- m. If requested, implementation of educational in-services or onsite screening days utilizing Athletico Physical Therapists and/or Athletic Trainers to address such areas such as program service lines. Dates and times to be mutually agreed upon between Client and Athletico.
- n. Preferred pricing through current vendor relationships for athletic training supplies and concussion baseline testing purchased by Client.
- o. Upon request from Client, Athletico shall provide evidence to the Client that its employees are physically fit to perform the duties required to complete the Services and are free from communicable diseases in compliance with Section 24-5 of the Illinois School Code, 105 ILCS 5/24-5.

CLIENT RESPONSIBILITIES:

- a. Client must submit schedule changes within seventy-two (72) hours prior to event in question. Failure to do so will mean possible forfeiture of coverage, depending on available personnel.
- b. Client shall design and implement its concussion management plan and, if applicable, its emergency action plan, in compliance with applicable state and federal laws, and Athletico shall not have any responsibility or liability for the design or implementation for such plan(s).

- c. Name Athletico, under its current trade name in the region (including but not limited to "Athletico Physical Therapy," "Pivot Physical Therapy," or "Endurance Physical Therapy."), as "The Official Provider of Physical Therapy and Athletic Training for Triton College District 504" in applicable press releases, radio spots, newsletters, related materials and website. Athletico will be designated as the exclusive sponsor in the Physical Therapy, Occupational Therapy, Athletic Training, Work Rehab and Sports Medicine category.
- d. Client shall mention Athletico Physical Therapy, or applicable trade name, in press releases, radio spots, newsletters, or related materials as the Client deems appropriate.
- e. Client shall cause each athlete to obtain all equipment required by any applicable laws, rules or industry and/or governing body standards or policies or as needed to protect against all foreseeable or unforeseeable injuries. Neither Athletico nor any of its Athletic Trainers, employees, or other agents makes any representations or warranties regarding any equipment not specifically provided by Athletico and none of the foregoing shall be liable for any failure of any equipment to function properly.
- f. Client will grant opportunity for Athletico to provide content for PA announcements during the halftimes of each applicable home contest as well as all hosted playoff events at which Athletico providers are in attendance.
- g. Client shall establish a link, logo and information pertaining to Athletico's assigned Athletic Trainer and all Athletico services to Client website.
- h. Client shall provide a link and logo to Athletico, and by doing so, grants use of such images for use on the www.athletico.com website affiliation section, or any other website maintained by Athletico for purposes of promoting its athletic training services to others throughout the duration of this Agreement. At the conclusion of the relationship between the Parties, all references shall be promptly removed.
- i. Client shall educate the players and parents of their teams on the importance of medical care and follow-up if necessary with an Athletico facility after injury.
- j. Client shall place one Athletico banner in the main gymnasium and stadium for the Term. Such banner may contain any of Athletico's current trade names used in the region.
- k. Client shall provide a full-page ad in team program, if such a program is provided. Athletico will provide the artwork.
- l. Client to provide Athletico opportunity to present at seasonal/team parent meetings.
- m. Client shall provide Athletico with access to facilities, at no cost, as necessary to carry out its responsibilities under this SOW.
- n. Client shall provide Athletico Athletic Trainer(s) reasonable access to a telephone and computer/laptop in, or in close proximity to, the location where services are being provided.
- o. Client shall provide Athletico with a dedicated area, at no cost, to perform the Services.
- p. Client shall provide Athletico with all reasonably necessary and required supplies and equipment, at no cost, in connection with the performance of the Services upon written request from Athletico.
- q. Client shall provide for the transportation of injured athlete to an on-site or off-site treatment location in non-emergency situations. Client shall take all necessary steps for the transportation of injured athlete, including, but not limited to, calling 911, in emergency situations.
- r. Client shall provide Athletico with a list of locations of emergency telephones, emergency contacts, and emergency procedures. Athletico shall assist with the creation and maintenance of this list as necessary.
- s. Client shall be responsible for all expenses incurred by the Athletic Trainer including parking and food for services provided off-site. There shall be no parking or food expenses for services provided at home games or practices.
- t. Client shall take necessary steps and adopt any required policies needed to facilitate the communication between Client, including its Athletic Department and coaches, and Athletico.
- u. Client shall cooperate with Athletico in all other respects to achieve the objectives of this SOW.

EXHIBIT B**COMPENSATION:**

As compensation for all Regular Services, Client shall pay Athletico the sum of \$52,000 for the 2025-2026 school year. The \$52,000 amount shall be invoiced and payable in installments as follows:

First Installment:	Due November 15th, 2025 =	\$17,333.33
Second Installment:	Due February 15th, 2026	\$17,333.33
Third Installment:	Due June 15th, 2026 =	\$17,333.34

Compensation is calculated based on the average number of hours over forty-four (44) weeks. The Parties agree that the compensation will be prorated for any installment period in which Athletico is unable to provide all of the Regular Services under this SOW. Proration shall occur with each payment, as may be appropriate.

All invoices submitted by Athletico hereunder shall be sent to the following address or, if no address is set forth on this Exhibit B:

Triton College District 504
2000 5th Avenue, River Grove, IL 60171
yarenhernandez@triton.edu

Any Additional Services performed by Athletico shall be billed to Client at a rate equal to \$29.50 per hour.

Any Additional Services performed by Athletico in excess of 2 Athletic Trainers shall be billed to Client at a rate equal to \$60 per hour. Client shall pay each invoice in full within 30 days after invoice date.

In addition, Client shall reimburse Athletico for all mileage incurred in providing any requested off-site services hereunder at a rate per mile equal to the then-prevailing federal IRS mileage rate for business purposes. Except for any mileage reimbursement for required travel from Triton College's campus to an off-site location where the Athletic Trainer will provide Services, mileage reimbursement shall not be available for regular transportation costs incurred to and from Triton College's campus.

EXHIBIT C

STANDARD TERMS AND CONDITIONS

1. **Engagement.** Client hereby acknowledges and agrees that (a) the Services shall in no way be considered a substitute for the services of a physician, (b) the Services shall not involve the practice of medicine as regulated by the applicable state medical licensing authority, (c) the Services are regulated by law under the applicable state athletic training practice act and applicable state licensing authority, and (d) Athletico shall perform the Services solely under the direction and control of Client and its athletic trainers, physicians, employees and agents. CLIENT IS RESPONSIBLE FOR OBTAINING AND MAINTAINING A TEAM PHYSICIAN, OR CONSULTING PHYSICIAN, WHO HOLDS A VALID AND UNRESTRICTED LICENSE IN THE APPLICABLE STATE(S), TO SUPERVISE THE SERVICES. If Client's team physician or consulting physician charges a fee related to such supervision, or related activity, then Client shall be responsible for paying such fee, or reimbursing Athletico for payment of such fee. Athletico, in its sole discretion, will assign athletic trainers to provide the Services. Athletico reserves the right to substitute an assigned athletic trainer with an equally qualified athletic trainer as necessary. Athletico maintains final decision for athletic trainer assignment.
 2. **Compensation.** Client shall provide payment to Athletico forty-five (45) days from the invoice date. Any amounts not paid within such time frame shall bear interest at a rate of 1% per month (or the highest rate permitted by applicable law, if lower) until final payment is made. Client shall be responsible for all costs of collection incurred by Athletico, including court costs and reasonable attorneys' fees. Additionally, in any instance that Client fails to provide payment to Athletico within sixty (60) days after the date of invoice, Athletico may pause any or all Services until it receives all late payments from Client.
 3. **Schedule Changes and Cancellations.** Client must notify Athletico of any change to the event schedule set forth on Exhibit A of this SOW no later than seventy-two (72) hours prior to the applicable event. If Client fails to provide such notice for any event, Athletico, at its option, may decline to provide the Services at such event.
 4. **Termination.** Notwithstanding any other term of this SOW, (a) either Party may terminate this SOW immediately by notice upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, upon the other Party making an assignment for the benefit of creditors or admitting in writing its inability to pay its bills, upon the other Party's insolvency or upon the other Party ceasing to do business; (b) either Party may terminate this SOW upon notice in the event of a breach of this SOW by the other Party that is not cured within thirty (30) days after written notice thereof; (c) Athletico may terminate this SOW upon notice if Client fails to pay any amount owed hereunder within sixty (60) days after the date on which such amount was due; and (d) Athletico may terminate without cause on thirty (30) days prior written notice to Client. In the event of termination, Client shall pay any fees and expenses owed to Athletico as of the effective date of termination. Any obligations set forth in the sections related to Compensation, Opportunities, Indemnification and Limitations of Liability, Compliance with Laws, Confidentiality, Student Records, Non-Interference, or Finder's Fee, or any other terms that by their nature are intended to survive the termination of this SOW, shall survive the termination of this SOW.
- Opportunities.** During the Term, including any initial and renewal terms, before Client may enter into any agreement with a third party for physical therapy, occupational therapy, or athletic training services, or for sponsorship in the designated category described in this SOW, Client shall first offer the opportunity to Athletico on the same terms and conditions as offered to or by the third party. Athletico shall have thirty (30) days during which to accept said offer.
5. **Non-Interference.** During the Term, including any initial and renewal terms, and for a twelve (12)-month period after the expiration of the Term or earlier termination of this SOW, the Client agrees that it will not, directly or indirectly (e.g., by hiring or contracting with or using another company that hires or contracts with Athletico's employees), through any director, officer, employee, agent, staffing agency, or affiliate, without the express written consent of Athletico (which consent may be withheld in Athletico's sole discretion for any reason), solicit, take any action that constitutes, results or may reasonably be expected to result in soliciting, contract, engage, hire or employ any person who is, or at any time was, an employee of Athletico. Further, Client shall not encourage, induce or attempt to induce any employee of Athletico or its affiliates to terminate his or her employment with Athletico, or otherwise recommend that any third party hire any employees of Athletico or its affiliates, or otherwise assist any third party in connection with any of the foregoing actions, without the written approval of Athletico.
 6. **Finder's Fee.** During the Term, including any initial and renewal terms, and for a twelve (12)-month period after the expiration of the Term or effective date of such earlier termination of this SOW, if Client wants to hire an individual that provided services under this Agreement, and was employed by Athletico at any time during the prior twelve (12) months (an "Employee"), then Athletico may, in its sole discretion, agree to allow Client to hire such employee, or waive its right to enforce the Non-Interference terms of

this SOW, for the consideration of a \$10,000.00 finder's fee (the "Finder's Fee") per Employee. Client shall pay such Finder's Fee within ten (10) days following such permitted hire, or Athletico's written notice of its waiver of enforcement of its Non-Interference rights under this SOW.

7. **Insurance.** During the term of this SOW, each Party shall procure and maintain adequate and commercially reasonable insurance coverage (including, in the case of Athletico, professional liability coverage) from financially responsible insurance companies duly authorized to provide such insurance in the state of such Party's organization, which insurance shall be in full compliance with all applicable statutory requirements. The Parties represent that Athletico's insurance policies may be written on a Claims-Made basis. Athletico warrants that continuous coverage will be maintained or an extended discovery period endorsement will be purchased for a period of three (3) years beginning from the time that work under the Agreement is completed for any policy that is written on a "Claims-Made" basis. Client shall add Athletico as an additional insured under its liability insurance policy and provide evidence thereof upon Athletico's written request.
8. **Indemnification and Limitations of Liability.** ATHLETICO SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CLIENT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, SUITS, CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COURT COSTS, TO THE EXTENT CAUSED BY, RESULTING FROM OR RELATED TO (I) ANY GROSSLY NEGLIGENT OR RECKLESS ACT OR OMISSION, OR INTENTIONAL MISCONDUCT, OF ATHLETICO, OR ANY OF ITS EMPLOYEES OR AGENTS, IN PERFORMING THIS SOW, (II) ANY BREACH OF THIS SOW BY ATHLETICO OR (III) THE FAILURE OF ANY EQUIPMENT SUPPLIED BY ATHLETICO. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS, ATHLETICO, ITS AFFILIATES, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL LIABILITY, SUITS, LOSSES, DAMAGES, COSTS AND EXPENSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COURT COSTS, TO THE EXTENT CAUSED BY, RESULTING FROM OR RELATED TO (I) ANY GROSSLY NEGLIGENT ACT OR OMISSION, OR INTENTIONAL MISCONDUCT, OF CLIENT, OR ANY OF ITS EMPLOYEES OR AGENTS, IN PERFORMING THIS SOW, (II) ANY BREACH OF THIS SOW BY CLIENT, (III) THE FAILURE OF ANY EQUIPMENT THAT IS NOT SUPPLIED BY ATHLETICO OR (IV) ANY EVENT AT WHICH THE SERVICES ARE BEING PROVIDED, EXCEPT TO THE EXTENT RESULTING FROM THE PROVISION OF THE SERVICES BY ATHLETICO. IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER (WHETHER IN ACTION IN NEGLIGENCE, CONTRACT, TORT OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. ATHLETICO'S AGGREGATE LIABILITY RELATED TO THIS SOW SHALL NOT EXCEED THE AGGREGATE FEES PAID TO ATHLETICO BY CLIENT OVER THE PRIOR TWELVE (12) MONTHS, EXCEPT TO THE EXTENT SUCH LIABILITY IS CAUSED BY, OR RESULTS FROM, ATHLETICO'S RECKLESS ACT OR OMISSION OR INTENTIONAL MISCONDUCT.

Client, 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.

9. **Participant Waiver of Liability.** Client shall create, collect and maintain executed liability waivers from each participant which include an express consent to have Athletico's athletic trainers, physical therapists, massage therapists or other personnel provide participant with medical assistance and/or treatment and agreement by the applicable participant to hold harmless and indemnify all such Athletico personnel from all liability, loss, cost or other claim of damage whatsoever, including, injury, death or damage to property. If any participant is under the age of 18, such participant's waiver must also be executed by such participant's parent or legal guardian. Client shall provide Athletico with copies of such waivers or access to such waivers upon Athletico's written request. The failure to secure or maintain such waivers shall constitute a material breach of this SOW.
10. **HIPAA Waivers.** If Client desires to receive any protected health information of a participant from Athletico, Client shall cause such participant (or such participant's parent or guardian if such participant is under the age of 18) to execute and deliver to Athletico an acceptable Authorization for Release of Health Information.
11. **Student Records.** To the extent Athletico generates or maintains records related to a student, Athletico agrees to comply with the Family Educational Rights and Privacy Act (FERPA) to the same extent as such laws and regulations apply to the Client and shall limit access to only those employees or agents with a need to know. In the event of a complaint, investigation, or litigation related to the Services provided by Athletico on behalf of the Client, either during or after the termination of this SOW, Client shall provide Athletico reasonable access to records and documentation needed to adequately investigate and respond to any complaint, investigation or litigation. Records and documentation (collectively, "Records") may include, but are not limited to, athletic training treatment records, Client policies and procedures, incident reports, treatment protocols and relevant correspondence. Client shall

maintain Records for a minimum of either: a) ten years, or b) if the Records relate to a minor, until the minor reaches the age of majority plus five years, whichever period is longer.

12. **No Partnership.** Nothing in this SOW is intended to, or shall be construed to, constitute or establish an agency, partnership, joint venture, franchise or fiduciary relationship between the Parties. Neither Party shall have the right, or shall hold themselves out to have the right, to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other except as expressly provided herein. None of the benefits of employment provided by one Party shall be made available to the employees of the other Party as a result of this Agreement.
13. **Non-Discrimination.** Neither party shall discriminate against any person on the grounds of race, color, national origin, religion, age, disability or any other classification protected by applicable law in discharging its respective duties and responsibilities under this Agreement. It is the policy of Athletico to provide equal employment opportunities for all qualified applicants and employees, without regard to race, color, creed, religion, sex, national origin, nationality, ancestry, citizenship status, age, pregnancy, childbirth, marital status, sexual orientation (including gender-related identity), physical or mental disability, genetic information, H.I.V. status, status as a victim of domestic violence, order of protection status, military status, unfavorable discharge from military service, veteran status, liability for service in the Armed Forces of the United States or any other classification protected by applicable law. Each party shall maintain a written sexual harassment policy and maintain a Drug Free Workplace as required by applicable law.
14. **Uncontrollable Event.** The occurrence of an event which prevents a Party from performing its obligations or duties hereunder which is beyond the reasonable control of the Party affected, and which could not reasonably have been foreseen or provided against, including, acts of God, riots, war, and acts of state or governmental action prohibiting any party from performing its respective obligations under the Agreement (“Uncontrollable Event”) shall not excuse such Party from the performance of its obligations or duties under this Agreement, but shall merely suspend such performance during the Uncontrollable Event. Such obligations shall resume when such Party is no longer prevented from performing. If an Uncontrollable Event occurs, the Party prevented from performing its obligations must immediately send notice to the other Party giving full particulars of the event and the reason(s) that Party is prevented from performing its obligations under this Agreement and that Party must use its reasonable efforts to mitigate the effect of the Uncontrollable Event upon its or their performance of the Agreement and to fulfill its or their obligations under the Agreement. An Uncontrollable Event does not relieve a party from liability for obligations which arose before the occurrence of an Uncontrollable Event, nor does it excuse payment obligations. If an Uncontrollable event prevents a Party from performing its obligations for more than thirty (30) days, the other Party may immediately terminate this Agreement upon notice to the affected Party. If this Agreement is terminated due to an Uncontrollable Event, the affected Party shall pay any fees and expenses owed to the other Party as of the effective date of termination. If a Sponsorship Fee was provided, the Parties agree to negotiate in good faith to determine a future benefit (“make good”) or refund. THE PARTIES ACKNOWLEDGE THAT THEY ARE ENTERING INTO THIS SOW DURING A PERIOD OF NATIONWIDE LABOR DIFFICULTIES THAT MAKE IT IMPOSSIBLE FOR ATHLETICO TO GUARANTEE THAT IT CAN PROVIDE ALL REGULAR OR ADDITIONAL SERVICES (AS DEFINED IN EXHIBIT A). If Athletico cannot provide a Service under this SOW, Athletico will notify Client as soon as practicable and its obligations under this Agreement shall immediately be suspended until such time that the labor difficulties are remedied. Notice required under this section shall be sent in accordance with the Notice section outlined in this SOW. In the event Athletico cannot provide the basic services intended by this SOW, the fees shall be immediately prorated until such time as Athletico can satisfy the stated obligations herein.
15. **Confidentiality.** Each party will keep the terms of this Agreement confidential, except as required by applicable law, including but not limited to FOIA requests, or legal process.
16. **Compliance with Laws.** Each Party shall comply with all applicable laws and regulations, including, without limitation, those governing the release and handling of patient medical records. Client shall not request any Service, the performance of which would require Athletico to violate any applicable wage and hour law or other law related to working conditions. Client represents that it has informed Athletico of all job requirements, trainings, and background checks, prior to the execution of this SOW, that are reasonably necessary for Athletico’s certified athletic trainers to provide the Services.
17. **Severability.** If any provision of this SOW is held to be invalid as applied to any fact or circumstance, it shall not affect the remaining provisions or the same provision as applied to any other fact or circumstance.
18. **Change in Law.** If either Party determines that this SOW would violate any applicable law, rule or regulation, or that there is a change in the law, whether or not that change has gone into effect, and such change has had, or is reasonably likely to have, a material adverse effect on such Party’s rights or obligations under this SOW or the cost to provide the Services under this SOW,

this SOW shall be immediately suspended upon written notice to the other Party to the extent necessary to resolve the issue, and the Parties shall negotiate in good faith in an effort to agree on appropriate revisions to this SOW to reach a resolution to the issue, including renegotiating the terms of Exhibit A or Exhibit B of this SOW. If the Parties are unable to agree upon appropriate revisions within thirty (30) days after commencing such negotiation, either Party may terminate this Agreement upon notice to the other Party.

19. **Assignment.** Neither Party may assign this SOW without the other Party's prior written consent; provided that Athletico may freely assign this SOW to any affiliate or to any entity who acquires a majority of its ownership interests or a majority of its assets or the assets of any business unit of Athletico. This SOW shall inure to the benefit of and be legally binding on the Parties hereto, their successors and assigns.
20. **Waiver.** No waiver of any provision hereof shall be effective unless expressly made in writing and executed by the Party making the waiver. The failure of any Party to insist on performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the further performance of any such term or condition, and the obligations of the Parties with respect thereto shall continue in full force and effect.
21. **Miscellaneous.** Any reference to the term "days" in this Agreement shall be counted as calendar days, unless otherwise specified in this Agreement. This Agreement may not be supplemented, modified, or governed by any shrink-wrap, browsewrap or click-wrap agreement, any online terms of use, or any confirmation, acknowledgement, any other sales, invoice or shipping form of Client, Client's purchase order or Client's vendor code of conduct that is not explicitly referenced by this Agreement and any such terms shall be void and of no effect. Athletico shall be solely responsible for any federal, state, and local taxes incurred as a result of this Agreement, including all payroll taxes for assigned trainers. This Agreement is executed by an authorized representative of Client in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

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

Meeting of July 15, 2025

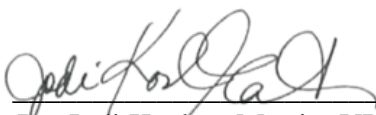
ACTION EXHIBIT NO. 17257

SUBJECT: STUDENT COMMUNITY EMPLOYMENT EXPERIENCE WITH FASEL NURSERY

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 businesses: Fasel Nursery, Oak Lawn, IL. 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 an employability skills program for neurodivergent individuals. The S.E.E.D. program requires weekly class meetings, individual coaching, 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 Fasel Nursery (hereinafter "Employer Partner"). There shall be no cost, fee, or remuneration associated with this Agreement.

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

Employer Partner shall:

- Provide the student with a 175-hour on-site work experience within from 6-11-25 until 10-1-25 — This Agreement shall automatically renew for successive one (1) year terms unless terminated as provided above.
- Orient the student to the operation, to appropriate employees, and to the tasks and roles expected.
- Designate a qualified person to supervise the student's time, activities, and learning, provide any needed accommodations, and evaluate the student's performance.
- Complete and submit required documentation to CAAS by the deadline, including agreed-upon skill goals and learning objectives, work hours and attendance, and student evaluation and feedback forms.
- Contact the Coordinator of the S.E.E.D. program should a problem arise with a student.
- Not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Employer certifies that it is an equal opportunity employer, maintains a sexual harassment and Drug Free Workplace policy.

Triton shall:

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

FOR EMPLOYER:

NAME: _____

TITLE: _____

DATE: _____

FOR TRITON COLLEGE, in an official capacity only:

Mark R. Stephens, Board Chairman

Tracy Jennings, Secretary

DATE: _____

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

Meeting of July 15, 2025

ACTION EXHIBIT NO. 17258

**SUBJECT: 2025 FEDERAL TRANSIT ADMINISTRATION (FTA) CERTIFICATIONS
AND ASSURANCES**

RECOMMENDATION: That the Board of Trustees approve the 2025 FTA Certifications and Assurances. This certification allows Triton College to continue to provide the Success Express Shuttle Bus Service. There is no cost to Triton College associated with the FTA Certifications and Assurances.

RATIONALE: PACE has informed the College that the submission of the FTA Certifications and Assurances is required annually in order to remain in compliance with federal statutes and regulations.

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 ☐

FEDERAL FISCAL YEAR 2025 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Triton College

The Applicant certifies to the applicable provisions of all categories: (check here) X.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01	Certifications and Assurances Required of Every Applicant
02	Public Transportation Agency Safety Plans
03	Tax Liability and Felony Convictions
04	Private Sector Protections
05	Transit Asset Management Plan
06	Rolling Stock Buy America Reviews and Bus Testing
07	Urbanized Area Formula Grants Program
08	Formula Grants for Rural Areas
09	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs

- | | | |
|----|---|--|
| 12 | State of Good Repair Grants | |
| 13 | Infrastructure Finance Programs | |
| 14 | Alcohol and Controlled Substances Testing | |
| 15 | Rail Safety Training and Oversight | |
| 16 | Demand Responsive Service | |
| 17 | Interest and Financing Costs | |
| 18 | Cybersecurity Certification for Rail Rolling Stock and Operations | |
| 19 | Tribal Transit Programs | |
| 20 | Emergency Relief Program | |

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Triton College

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may seek in the future, of federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Mark. R. Stephens, Board Chariman Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Community College District 504, commonly known as Triton College

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature Sarie E. Winner Date: June 17, 2025

Name Sarie E. Winner Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is not part of a certification and is of no legal effect. Its purpose is to provide explanation and context for the certification.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21, including any amendments thereto;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.
- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction sub-agreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Increased Micro-Purchase Threshold.

A recipient may establish a micro-purchase threshold that is higher than the Federal micro-purchase threshold. Pursuant to 2 CFR § 200.320(a)(1)(iv), the recipient may self-certify a micro-purchase threshold up to \$50,000. Pursuant to 2 CFR § 200.320(a)(1)(v), the recipient may set a micro-purchase threshold higher than \$50,000, but only with the approval of the recipient’s Federal cognizant agency for indirect costs. To determine an applicant’s cognizant agency for indirect costs, consult the definition of “cognizant agency for indirect costs” in 2 CFR § 200.1.

If the recipient uses a micro-purchase threshold that is higher than the Federal micro-purchase threshold, the recipient certifies:

- (a) The recipient’s micro-purchase threshold does not exceed \$50,000, or the recipient has approval from its Federal cognizant agency for indirect costs to use a higher micro-purchase threshold;
- (b) The recipient has a written justification for its micro-purchase threshold; and
- (c) The recipient has supporting documentation of any of the following:
 - (1) The recipient qualifies as a low-risk auditee, in accordance with the criteria in 2 CFR § 200.520 for the most recent audit;
 - (2) The recipient has an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or
 - (3) For public institutions, a higher threshold is consistent with State law.

1.5. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification; and
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.6. Lobbying.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

1.6.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1.6.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1.7. Real Property Use

This certification responds to Recommendation #7 in the U.S. Department of Transportation's Office of Inspector General Report FS2024025 (May 20, 2024).

If the applicant will use assistance provided by the Federal Transit Administration to acquire or improve real property, the applicant certifies that it will comply with the requirements of 2 CFR § 200.311, including but not limited to, requirements to use the property for the purposes authorized in its award, and to seek disposition instructions from FTA when the property no longer is needed for any authorized purpose.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax-exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Further Consolidated Appropriations Act, 2024, Pub. L. 118-47, div. B, tit. VII, §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

4.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and thirdparty contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

4.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

- (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 5. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

6.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

6.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility established in accordance with 49 U.S.C. § 5318 (currently the Larson Transportation Institute's Bus Research and Testing Center at Pennsylvania State University) and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 7. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 8. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5311(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected

intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 9. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 10. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in 49 U.S.C. § 5339(c)(1)) or related infrastructure under 49 U.S.C. § 5339(b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 11. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 12. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA’s State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant’s most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 13. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 14. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 15. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (b) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

CATEGORY 16. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;

- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 17. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 18. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 19. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant

must select the Certifications in this Category, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 4.1 and 4.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 5 (Transit Asset Management Plan),
 - (3) Category 6.1 and 6.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 8 (Formula Grants for Rural Areas),
 - (5) Category 14 (Alcohol and Controlled Substances Testing), and
 - (6) Category 16 (Demand Responsive Service).

CATEGORY 20. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

May 30, 2025

Dear Pace Vehicle Program Participant:

As you are aware, each entity providing service under a Pace Vehicle Program Agreement is required to complete an annual Certifications and Assurances for Federal Transit Administration (FTA) Assistance Programs. Enclosed is the Fiscal Year 2025 FTA Certifications and Assurances. Please complete the checklist and signature page and return to Pace by June 30, 2025. Please return all pages to:

Judith Risteca
Pace Vanpool Services
14539 S. Depot Drive
Plainfield, IL 60544
Pacevanpool@pacebus.com

If you have any questions regarding the Fiscal Year 2025 FTA Certifications and Assurances, please contact your Vanpool Service Representative. Thank you for your cooperation.

Sincerely,



Melinda J. Metzger
Executive Director

Enclosed: FTA Fiscal Year 2025 Certifications and Assurances

TRITON COLLEGE, District 504
Board of Trustees

Meeting of July 15, 2025


ACTION EXHIBIT NO. 17259

SUBJECT: REQUEST FOR INCREASE OF VENDOR PAYMENT BETWEEN
TRITON COLLEGE AND ED2GO

RECOMMENDATION: That the Board of Trustees approve to increase the payment cap for our Ed2go, a division of Cengage learning partnership beyond the current \$24,999.00 limit to \$40,000.00. The request is due to increased utilization and registrations of Ed2go online course offerings, not only by the School of Continuing Education but also the Adult Education Department, which has been registering students to the platform for skill-building and career development classes through the School of Continuing Education. As a result, the combined invoices from both areas have exceeded the \$24,999.00 annual threshold.

RATIONALE: The increase will allow Triton College to meet the increased demand without interrupting and continue to provide support and student access to essential online learning opportunities and maintain compliance with paying invoices and polices.

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 ☐

AGREEMENT TO OFFER ONLINE COURSES

THIS AGREEMENT TO OFFER ONLINE COURSES (Agreement) is entered into, as of July 16, 2025 (the "Effective Date"), by and between Education To Go, a division of Cengage Learning, Inc., located at 5191 Natorp Blvd, Mason, OH 45040 ("ed2go") and Community College District 504, commonly known as Triton College, 2000 Fifth Ave., River Grove, IL 60701 ("Partner").

RECITALS:

WHEREAS, Education To Go develops, designs, produces and distributes online educational courses and content for Web-based Training (WBT) and instruction delivered via the Internet;

WHEREAS, Partner is an academic, educational or other training institution interested in offering online educational courses produced by Education To Go for Partner's students, trainees, members or employees (collectively "Students"); and

WHEREAS, Education To Go is willing to provide online educational courses to Partner for Students on the terms and conditions hereinafter contained,

NOW, THEREFORE, Partner and Contractor agree as follows:

1. Courses and Course Types.

- a. At Partner's request, Education To Go will make available to Partner, to offer to Students, online education courses available through Education To Go, including course materials, online instructors, course hosting and evaluation (the "Courses"). Courses types include but may not be limited to (a) Fundamental Courses (Courses), (b) Courses comprising Career Training Programs (Programs), (c) Adult Online High School, and (d) My Time English. Each of such Course Types is more fully described on Exhibit A, B, C, and D respectively, attached hereto and made a part hereof. Partner shall indicate which Course Type Partner desires Education To Go to make available hereunder by so indicating on the respective exhibit(s). Courses within each Course Type are listed in Education To Go's catalog which is updated periodically as new Courses are announced and added to Education To Go's offerings. Education To Go reserves the right to cancel any Course or Course Type at any time pursuant to the terms of this Agreement.
- b. Partner may add and/or remove individual Courses within its current Course Types at its discretion. Removal of a Course shall not affect the remainder of this Agreement.
- c. Upon thirty (30) days' prior written notice to the other party, either party may notify the other that it will cease offering a Course Type. Any such notice shall specify which Course Type will be removed from the Course Type offerings. Removal of a Course Type shall not alter or affect any obligation of Partner to pay for Courses previously provided under this Agreement. Upon removal of a Course Type, Partner shall cease all marketing of the Courses within such Course Type and shall return to Education To Go all print materials, software, passwords, code and other information supplied by Education To Go, or a third party, in connection with the Courses which are within the removed Course Type. Removal of a particular Course Type hereunder shall not affect the remainder of this Agreement. Any students

enrolled in a Course at the time of removal shall be permitted to complete all aspects of the Course.

2. **Price and Payment.** Course prices to Partner, and payment terms, are set forth in Exhibits A and B. Prices charged to Partner by Education To Go are subject to change upon sixty (60) days' notice. Partner may determine its own prices to charge Students for Courses.
3. **Costs.** Education To Go shall be responsible for the costs incurred for producing and delivering the Courses via the Internet. The Students shall be responsible for any costs incurred for the purpose of receiving the Courses, including, but not limited to, the costs for hardware, software, Internet access and telephone charges.
4. **Ownership of Intellectual Property.** Education To Go shall retain all rights, including copyright, trade secret, patent, trademark, and other proprietary rights in the Courses and their contents, and all modifications, enhancements, and other works derivative thereof. Partner shall not acquire any rights, expressed or implied, in the Courses or their contents, or any modifications, enhancements or works derivative thereof, other than those rights identified in this Agreement. Education To Go shall retain all right, title and interest to all trademarks, trade names and logos used by Education To Go in association with the Courses. Partner shall not claim or receive any ownership rights to the Courses or such trademarks, trade names or logos. The Courses, or any portion thereof, may not be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose without the prior written consent of Education To Go, which shall not be unreasonably denied as may be necessary for educational purposes.

5. **Partner Trademarks.** Partner agrees that, during the term of this Agreement, Education To Go may include Partner in Education To Go's partner listings and may place Partner's name and logo, if requested, on Education To Go's Online Instruction Center website and in collateral marketing materials relating to Education To Go's products and services. Partner hereby grants Education To Go the right to use Partner's trademarks (name and logo only) designated by Partner for such uses, subject to Partner's trademark/logo usage guidelines, if any, provided by Partner to Education To Go.
6. **Advertising.** Education To Go hereby grants Partner permission to use Education To Go's name and qualifications, its Course descriptions and the names, likenesses and biographies of its instructors in advertising and promoting the Courses.
7. **Marketing Support.** Education To Go will provide Partner with marketing materials and assistance to promote Courses for no additional costs beyond those charged for the Courses.
8. **Taxes.** Partner is a unit of local government and exempt from all sales, use and other taxes. Partner shall provide proof of such exemption upon request.
9. **Term and Termination.** This Agreement shall commence upon the Effective Date and shall continue until terminated hereunder. Either party may terminate this entire Agreement upon thirty (30) days' prior written notice to the other party. Termination does not alter or affect any obligation of Partner to pay for Courses previously provided under this Agreement or to continue providing services for Courses paid for prior to the effective date of termination. Upon the expiration or termination of this Agreement, Partner shall cease all marketing of the Courses and return to Education To Go all print materials, software, passwords, code and other information supplied by Education To Go, or a third party, in connection with the Courses or this Agreement to the extent permitted by law. Partner will undergo an annual review by Education To Go support staff to verify program eligibility. Education To Go may terminate this Agreement if Education To Go determines that Partner is not offering a sufficient number of Courses, or Partner is not adequately supporting the Education To Go online program.
10. **Confidentiality.** This Agreement and its terms, as well as Education To Go's wholesale pricing information and personal information of students, shall be deemed "Confidential Information" except to the extent that disclosure of any or all aspects of the Agreement or the relationship is required by applicable law, including Freedom of Information Act requests. Each party agrees that it will take appropriate steps to protect the other party's Confidential Information from unauthorized disclosure, and that, except as may be required by legal process, rule, regulation or applicable statutory obligation, during the Term and for a period of two (2) years thereafter, it will not disclose the other party's Confidential Information to any third party, and that it will not use any of the other party's Confidential Information (other than as authorized by this Agreement) without the prior written consent of the other party. Each party agrees to take all reasonable steps to ensure that the other party's Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. In no event shall any disclosure as required by the Open Meetings Act or the Freedom of Information be considered a breach of the foregoing section.
11. **Assignment.** This Agreement shall be binding upon the successors and permitted assigns of each party, but no assignment by either party shall be binding on either of the parties without the written consent of the other; provided, however, that Education To Go may assign this Agreement without the written consent of Partner to (i) an affiliate of Education To Go, (ii) any party acquiring a controlling share of the capital stock of Education To Go, or (iii) a successor to all of the business of Education To Go (by way of a sale of assets or by merger, consolidation or otherwise).
12. **Independent Contractors.** The term "Partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation by this Agreement of a partnership, joint venture or any other relationship between the parties that imposes on either of them the legal duties or obligations of the other party. Each party hereto is an independent contractor, not an agent of the other party, and shall not have the ability to legally bind the other party or to require the benefits of employment to the employees of the other party.
13. **Limitation of Liability.** Education To Go shall not be liable for defects in transmission, connectivity, Internet, Internet service provider, virus, interruptions, disruptions or delays, including those which may be caused by regulatory or judicial authorities. IN NO EVENT SHALL EITHER PARTY BE LIABLE IN ANY RESPECT, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, PUNITIVE DAMAGES, ARISING OUT OF THIS AGREEMENT OR ACTS OR OMISSIONS IN FULFILLING ITS OBLIGATIONS HEREUNDER.
14. **Indemnification.** To the extent allowable by law, Education To Go shall defend Partner and its respective officers, directors, and employees ("Partner Indemnified Parties") from any claims, demands, proceedings, investigations, or suits brought by a third party alleging that the Offerings as delivered infringe a valid United States copyright, patent, trademark, or other proprietary right of a third party (an "IP Infringement Claim"). Education To Go will indemnify Partner Indemnified Parties for any finally awarded damages or settlement amount approved by Education To Go in writing to the extent arising from an IP

Infringement Claim, and any reasonable attorneys' fees of Partner associated with initially responding to the IP Infringement Claim. Notwithstanding the foregoing, Education To Go shall have no obligation to indemnify Partner to the extent an IP Infringement Claim arises from (i) Partner's use of the Offerings in combination with technology or services not provided by Education To Go; (ii) any Partner content or data inputted into the Offerings; or (iii) use of the Offerings by Partner after notice by Education To Go to discontinue use. If Partner is enjoined or otherwise prohibited from using any of the Offerings or a portion thereof based on an IP Infringement Claim, then Education To Go will, at Education To Go's sole cost and expense and option, either (a) obtain for Partner the right to use the allegedly infringing portion of the Offering, (b) modify the allegedly infringing portion of the Offering so as to render it non-infringing without substantially diminishing or impairing its functionality, or (c) replace the allegedly infringing portions of the Offering with non-infringing items of substantially similar functionality. If Education To Go determines that the foregoing remedies are not commercially reasonable or possible, then Education To Go will terminate this Agreement and issue Partner a prorated refund of any prepaid amounts for the applicable Offering covering the terminated portion of the Term. This paragraph sets forth Education To Go's sole liability to, and Partner's exclusive remedy for, any IP Infringement Claim. A party's obligation to indemnify, is contingent on the indemnified party: (i) promptly providing written notice of the claim to the indemnifying party (provided that indemnifying party shall not be excused from its indemnity obligations for indemnified party's failure to provide prompt notice except and then solely to the extent that the indemnifying party is materially prejudiced thereby); (ii) giving the indemnifying party sole control of the defense and settlement of the claim (provided that any settlement

18. **Enforceability; Offset.** If any provision contained in this Agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of that provision in every other respect and the remaining provisions of this Agreement shall not be in any way impaired. Any amounts owed Education To Go by Partner under this Agreement or otherwise may be offset against amounts owed by Education To Go to Partner.

19. **Waivers and Amendments.** Any waiver of any term or condition of this Agreement, or any amendment or supplement to this Agreement, shall be effective only if in writing and signed by the authorized agents of the parties. In the event of a conflict between a provision of an amendment to this Agreement and the body of this Agreement, the provision contained in the amendment shall prevail. A waiver of any breach or failure to enforce any terms or conditions of this Agreement shall not in any way affect, limit or waive any other term or provision or a party's rights under this Agreement at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

unconditionally releases the indemnified party of all liability and does not make any admissions on behalf of the indemnified party or include payment of any amounts by the indemnified party); and (iii) providing the indemnifying party, at the indemnifying party's expense, all reasonable assistance in connection with such claim. Notwithstanding the foregoing, the indemnified party's failure to comply with its obligations under the foregoing sentence shall not relieve the indemnifying party of its indemnification obligation hereunder, except to the extent the indemnifying party is materially prejudiced by such failure. The indemnified party may participate in the defense of the claim at its sole cost and expense. **Non-Exclusivity.** This Agreement does not give Partner exclusivity to any rights or privileges granted under this Agreement.

15. **Force Majeure.** Except for the obligation to make payments hereunder, neither party shall be in breach of this Agreement by reason of a cause beyond such party's control, including, but not limited to, earthquake, flood, fire, storm or other natural disaster, acts of God, war or armed conflict.
16. **Notices.** All notices and other communications under this Agreement must be in writing and will be deemed given (a) when delivered personally, (b) on the fourth business day after being mailed by certified mail, return receipt requested, (c) the next business day after delivery to a recognized overnight courier, (d) upon confirmation of receipt by facsimile, or (e) upon confirmation of receipt by email.
17. **Law Applicable.** This Agreement shall be interpreted according to the laws of the State of Illinois, without regard for such State's conflict of law rules. All disputes shall be resolved in the Circuit Court of Cook County.
20. **Entire Agreement.** This Agreement, including any addenda and exhibits attached hereto and made a part hereof, comprises the entire agreement and

understanding of the parties regarding the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understanding, whether oral or written, between the parties regarding such subject matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either party, or by anyone acting on the behalf of either party, which are not embodied herein.

21. **No Third Party Rights.** Nothing contained in this Agreement is intended or shall be construed to give any person, other than the parties hereto, any legal or equitable right, remedy or claim under this Agreement

or any provision contained herein other than as specified in this Agreement.

22. **Counterparts.** This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed to be an original instrument, but all counterparts together shall constitute but one agreement. A counterpart of this Agreement signed and transmitted by facsimile or other electronic means shall be treated as an original, executed document.

IN WITNESS WHEREOF, the authorized signatories of each party hereto have executed this Agreement as of the date first above written, in their official capacities only.

EDUCATION TO GO

Triton College

By:

By:

Printed Name:

Printed Name: Mark R. Stephens

Title:

Title: Board Chairman

EXHIBIT A

COURSE TYPE: EDUCATION TO GO FUNDAMENTAL COURSES

Education To Go will make available to Partner to offer to Students the Fundamental Courses (each a “Course”), including course materials, online facilitators (where applicable), course hosting and evaluation. Education To Go will host the courses on Education To Go’s website through a portal accessed through Partner’s own website. Partner’s online account will be established by Education To Go and reviewed by the Partner for final approval. An Online Instruction Center, Online Administration Center and Classroom will be created for Partner’s account.

1. **Price.** The price to Partner of each Fundamental Course is indicated on the Price List Addendum, which is attached hereto and made a part of this Exhibit A. Partner may determine its own fees charged Students for Fundamental Courses.
2. **Payment.** Processing student enrollments and collection of Course fees from students shall be the responsibility of Education To Go unless Partner chooses to enroll students and collect Course fees. If Education To Go processes students enrollments and collects Course fees, Partner’s share will be sent by Education To Go to Partner as a check. If Partner processes student enrollments and collects Course fees, the price of each Course to Partner shall be paid by Partner to Education To Go at P.O. Box 936743, Atlanta, GA 31193-6743, within thirty (30) days of the date of invoice. Dated invoices will be first submitted after commencement of Course.
3. **Refunds.** Enrollments for Instructor Facilitated Fundamental Courses can be dropped and refunded after enrollment, but before completion, only if that Student explains in writing his or her dissatisfaction with the Course and provided that the drop and refund are completed in conformity with Partner’s stated drop and refund policies. Failure of the Student to drop the Course in conformity with these policies shall nullify Education To Go’s obligation to pay the refund hereunder. Partner will provide Education To Go with a copy of Partner’s stated add/drop and refund policies. Education To Go may, at its discretion, append a copy of said policies to the Course materials in a place and in a manner that Education To Go deems appropriate. In no event shall a Student, either directly or through Partner, be entitled to drop a Course and thereby claim a refund after Education To Go certifies or provides proof of the Student’s successful completion of the Course.

Education To Go Online Fundamental Courses (Exhibit A)

Accept _____ Decline _____

EXHIBIT B

COURSE TYPE: ADVANCED CAREER TRAINING PROGRAMS

Education To Go will make available to Partner to offer to its students the Advanced Career Training Program courses (each a "Course") available, including course materials, online facilitators, course hosting and evaluation. Education To Go will host the Courses on Education To Go's website through a portal accessed through Partner's own website.

1. **Price.** The price to Partner of each Course comprising part of an Advanced Career Training Program is indicated on the Price List Addendum, which is attached hereto and made a part of this Exhibit B. Partner may determine its own fees charged students for each Course comprising part of an Advanced Career Training Program.
2. **Payment.** Processing student enrollments and collection of Course fees from students shall be the responsibility of Education To Go unless Partner chooses to enroll students and collect Course fees. If Education To Go processes students enrollments and collects Course fees, Partner's share will be sent by Education To Go to Partner as a check. If Partner processes student enrollments and collects Course fees, the price of each Course to Partner shall be paid by Partner to Education To Go at P.O. Box 936743, Atlanta, GA 31193-6743, within thirty (30) days of the date of invoice. Dated invoices will be first submitted after commencement of Course.
3. **Refund Policy.** Once a Student requests Advanced Career Training Program materials or begins viewing a Course, no refunds will be granted.
4. **Certificates of Completion.** Partner will timely deliver a Certificate of Completion to any Student successfully completing a Career Training Program. Such certificate shall be provided via US Mail and PDF format via email.

Courses Comprising Advanced Career Training Programs (Exhibit B)

Accept _____ Decline _____

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

Meeting of July 15, 2025

ACTION EXHIBIT NO. 17260

SUBJECT: AGREEMENT WITH ESPN RADIO

RECOMMENDATION: That the Board of Trustees approve the purchase of radio advertisements and added value promotions to be worked out with Triton College for each campaign, to be paid to ESPN Radio, for Fiscal Year 2026 enrollment. The advertisements will run throughout Fiscal Year 2026 at a cost not to exceed \$35,000.

RATIONALE: The advertisements will promote Triton College brand awareness and registration throughout Fiscal Year 2026.

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 ☒

INVESTMENT SUMMARY



2025
ESPN 1000 Commercial Schedule (450 spots) Chicago White Sox Gameday Media (30 spots)
\$34,584

Marketing elements outlined in this campaign are subject to availability. Investments outlined in this campaign are valid until July 20, 2025.

By signing below, I agree with Good Karma Broadcasting's Advertising Policies, which have been provided to me, the parties hereto have executed this Agreement this ____ day of ____ 2025.

Good Karma Broadcasting, LLC, d.b.a ESPN Chicago 1000

Triton College

Anthony Catezone
Raquel Ness

Sean Sullivan, VP of Business Services

Sam Tolia



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

Meeting of July 15, 2025

ACTION EXHIBIT NO. 17261

SUBJECT: 2025-2035 FENWICK HIGH SCHOOL FACILITY USAGE PARTNERSHIP AGREEMENT

RECOMMENDATION: That the Board of Trustees approve a Facility Usage Partnership Agreement with Fenwick High School as a "Priority Athletic Facility Partner" with Triton College. Fenwick High School seeks priority scheduling on the Multi-Purpose Field for football, lacrosse, track & field and will provide prepayment of a 10-year advance on expected usage in the amount of \$1,058,290.

RATIONALE: Promoting the redevelopment of campus facilities, Triton College is establishing a community partnership with Fenwick High School. Within the limits of the Bond expenditure guidelines, Fenwick wishes to utilize the Triton College athletic facilities. By establishing a partnership, this Agreement will permit the College greater scheduling and usage flexibility while promoting community access and exposure. As a "Partner," Fenwick High School will be second in line for usage behind Triton College activities. The "Partner" will also receive the ability to book the partnered venue six months earlier than "Non-Partners" as well as other terms and conditions specified in the Partnership Agreement.

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

Board Officers' Signatures Required:

<hr/> Mark R. Stephens Chairman	<hr/> Tracy Jennings Secretary	<hr/> Date
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Related forms requiring Board signature: Yes ☒ No ☐

FENWICK HIGH SCHOOL & TRITON COLLEGE ATHLETIC FIELD PARTNERSHIP AGREEMENT

Agreement Length	Sport	Maximum Annual Usage	Fenwick Scheduling Priority
10 years	Football August 1 through November 30	3hr x5 Freshman = 15hrs 3hr x5 Sophomore = 15hrs 4hr x8 Varsity = 32hrs 3hr X9 Practice = 27hrs 89 Hours per Year Max	2 nd Priority on Multi-purpose Field
10 years	Lacrosse March 1 through June 15	2.5hr. x 8 JV = 20 3hr. x 12 Varsity = 36 94 Practice Hours 140 Total Hours per Year Max	2 nd Priority on Multi-purpose Field
10 years	Track & Field February 1 through May 31	100 Practice Hours Only (Monday-Thursday)	2 nd Priority on Multi-purpose Field

This "Partnership Agreement", to benefit both organizations, is entered into by Fenwick High School, (hereafter "Fenwick") and Community College District 504, commonly known as Triton College, (hereafter "Triton") establishing a Triton College Athletic Field Priority Partnership for the Triton College Multipurpose Field (Football, Lacrosse, Track & Field).

This Agreement shall be for a term of ten (10) years beginning June 1, 2026 and terminating May 31, 2036. The terms and conditions of this Partnership Agreement are as set forth below.

1. Fenwick Financial Obligations:

- a. Fenwick shall pay Triton One Million, Fifty-Eight Thousand, Two Hundred Ninety (\$1,058,290) Dollars for a ten (10) year term. Such payment shall be made to Triton in three installments, as set forth below:

Payment #1, due on June 1, 2026: \$492,490.00

Payment #2, due on February 1, 2027: \$172,500.00

Payment #3, due on March 1, 2027: \$393,300.00

Except as otherwise set forth herein, such payment shall be the sole and exclusive consideration paid to Triton for the usage provided to Fenwick herein for the term of this Agreement.

- b. In the event that Triton determines, in its sole discretion, that the turf on the multi-purpose field requires replacement during the ten (10) year term of this Agreement, following such replacement, this Agreement shall be extended for ten (10) years from the date of such turf replacement and the annual rental rate, which the parties agree is \$105,829, for year eleven

(11) through the expiration of the Agreement, shall increase by three percent (3%) as set forth below:

Extension Year #1/Year 11: \$109,003.87
Extension Year #2/Year 12: \$112,273.99
Extension Year #3/Year 13: \$115,642.21
Extension Year #4/Year 14: \$119,111.48
Extension Year #5/Year 15: \$122,684.82
Extension Year #6/Year 16: \$126,365.36
Extension Year #7/Year 17: \$130,156.32
Extension Year #8/Year 18: \$134,061.01
Extension Year #9/Year 19: \$138,082.84
Extension Year #10/Year 20: \$142,225.33

The cost of the turf replacement shall be shared between the College and Fenwick equally (50% each). Fenwick shall reimburse the College for its share of all turf replacement expenses within thirty (30) days of the completion of the turf completion.

- c. Fenwick shall receive a maximum of up to 89 hours of field time annually for practices or games of Fenwick's official IHSA, Freshman, Sophomore and Varsity Football athletic teams only, limited to dates, field schedule, and hours as set forth herein. Such hours shall not accrue or otherwise carry over year over year.
- d. Fenwick shall receive a maximum of up to 140 hours of field time annually for practices or games of Fenwick's official IHSA, Freshman, Junior Varsity and Varsity Lacrosse athletic teams only, limited to dates, field schedule, and hours as set forth herein. Such hours shall not accrue or otherwise carry over year over year.
- e. Fenwick shall receive a maximum of up to 100 hours of field time annually for practices only of Fenwick's official IHSA, Freshman, Junior Varsity and Varsity Track & Field athletic teams only, limited to dates, field schedule, and hours as set forth herein. Such hours shall not accrue or otherwise carry over year over year.
- f. Fenwick shall be financially responsible for any necessary maintenance that is beyond normal custodial duties and normal wear & tear, including but not limited to damage to the grounds, buildings or amenities caused by, arising from, related to, or existing during Fenwick's use.
- g. For any practice or game, Fenwick shall be responsible for the demised premises being left in a clean, orderly, fully operational and undamaged state; ready for immediate usage by the next scheduled user/activity.

2. Priority Scheduling Agreement

- a. Triton shall grant Fenwick 2nd priority scheduling, subordinate only to Triton sponsored events, for use of the Multi-Purpose Field/Track. Triton sponsored events are any usage, hosted or sponsored by the institution, including but not limited to Triton athletic programs, games, practices, camps, classes, partnerships, and special events.

3. General Scheduling Agreement

- a. Permitted dates and hours of scheduling for Fenwick's various teams shall be as set forth in the table on page 2 of this Agreement under the conditions set forth in Section in 2.a. The allotted hours for Football and Lacrosse includes the possibility of Varsity IHSA playoff games.
- b. Any unused field time cannot be banked or transferred for usage or credit by other Fenwick teams or rentals. Unused field time shall not accrue sport to sport, season to season, or year to year, but shall expire at the end of each calendar year throughout the term of this Partnership Agreement.
- c. Field usage shall be for Multi-Purpose Field (Football, Lacrosse, Track & Field) for IHSA team games and practices only.
 1. Usage shall be rounded up to the nearest full hour.
 2. Fenwick's use of Triton's Multi-Purpose Field for Football shall be limited to the months of August 1 through November 30, each year of the Agreement.
 3. Fenwick's use of Triton's Multi-Purpose Field for Lacrosse shall be limited to the months of March 1 through June 15, each year of the Agreement.
 4. Fenwick's use of Triton's Multi-Purpose Track for Track & Field shall be limited to the months of February 1 through May 31, each year of the Agreement.
- d. Fenwick may request up to Ten (10) additional dates for Multi-Purpose Field usage each year for other Fenwick sports activities. Scheduling is subject to availability and permitted in the sole discretion of Triton. For additional rentals, Fenwick will pay the then published rate for In-district/Non-profit rate for all such additional dates, including the cost of personnel and field amenities as applicable. Hours not utilized as set forth above in Section 3.c. may not be re-allocated to the additional dates requested under this section.

4. Schedule Calendar

Fenwick may schedule usage up to six (6) months prior to the publication of Triton's facilities calendar for public rentals. Fenwick shall have priority as set forth in section 2.a. above.

5. Event Cancellation

- a. Triton, in its sole discretion, has the right to cancel any previously booked Fenwick event for rescheduling of Triton postponed games or the scheduling of Triton playoff games, team playoff practices and any Triton College related activities.

- b. Triton may, in its sole discretion, determine that any facility is unplayable.
 - c. In the event of a cancellation as set forth in this Section 5a or 5b, Fenwick shall be rescheduled to the first, mutually agreeable, available opportunity during the current season.
6. Field and Facility Conditions
- a. Triton shall provide Fenwick with access to bathrooms, locker rooms, scoreboards, field lighting, and PA systems of the facility at no additional charge, contingent upon Fenwick's guarantee of proper use and care of ancillary equipment and Fenwick's acknowledgment of liability for damage, repair, recalibration or other such maintenance caused by their usage or which occurs during the scheduled Fenwick use. All users of ancillary equipment must be trained and approved by the Triton Athletic Department, or in the alternative, Triton employees must be utilized to operate this ancillary equipment. Fenwick shall reimburse the actual cost of wages paid by Triton.
 - Triton shall provide Fenwick with a storage spot in lot 12 for a trailer no larger than 6'x 12'. All other storage will be at Triton's sole discretion and assessment of fees, as appropriate.
 - b. Triton shall complete all standard field and facility preparation and shall provide standard field equipment for Fenwick set-up, use and care, including, but not limited to, field markers, down and distance markers.
 - c. NO motorized vehicles of any kind can be used on the playing field at any time. All Sprint-Turf rules must be followed without exception.
 - 1. No open flame or heating device
 - 2. No sports drinks or liquids other than water
 - 3. No food items – including gum and seeds of any type
 - 4. Molded cleats or other athletic shoes only (no metal cleats)
 - 5. No sharp objects, including tent stakes, corner flags or other objects that penetrate turf surface
 - 6. Approved athletic equipment only
 - 7. No bicycles or other unapproved vehicles
 - 8. No animals of any kind
 - d. Fenwick shall be permitted to offer concessions using equipment and facilities provided by Triton. All concessions offered by Fenwick shall be in compliance with all Triton exclusive vendor agreements. Fenwick shall be solely responsible for any damage to Triton concession equipment that occurs during Fenwick use. All costs of repair and replacement caused during Fenwick's use of concession equipment shall be paid by Fenwick to Triton within ten (10) days of notice of damage and shall not be deducted from Triton's share of concession sales. All concession sales shall be divided as follows: 10% gross sales payment to Triton with the balance being retained by Fenwick.

- e. Fenwick shall be responsible for securing and staffing all field access points and shall be solely responsible for the actions of all staff.
- f. Fenwick shall provide game-time athletic trainers at their sole expense, with supervision assigned by Fenwick. Triton shall grant Fenwick access to the Multi-Purpose Stadium Training Room, provided that Fenwick guarantees the proper use and care of all Training Room equipment. Fenwick shall be solely liable for any damage, repairs, recalibration, or other maintenance required arising from or related to its usage or incidents under this Agreement. Additionally, Fenwick will be responsible for supplying all practice and game materials, including but not limited to tape, pre-wrap, coolers, and water bottles.
- g. Fenwick shall provide game time officials at the sole expense and supervision by Fenwick.
- h. Fenwick shall provide game security by school staff ushers, including off-duty officers at the sole expense and supervision by Fenwick. Police response to emergencies will be provided by Triton College and River Grove. In the event that Fenwick requests Triton police, security and traffic officers from Triton, Fenwick shall reimburse Triton for all costs related to such staffing for the maximum time involved including contractual minimums at the actual cost to Triton.
- i. Fenwick may charge a reasonable admission charge to spectators attending any Fenwick event on the Multi-Purpose Field. All such fees shall be retained by Fenwick. However, Triton shall bear no responsibility for refunding any admission charge or fees previously collected by Fenwick in the event of cancellation. Triton College students and staff possessing current Triton College student identification shall be permitted to attend any and all Fenwick events without charge or fee.
- j. Prior to May 31, 2028, Fenwick shall fully construct a new press box at the multi-purpose field at no cost to the College. The press box shall be deemed the sole property of Triton College. All work shall be completed in compliance with the laws, rules, and regulations applicable to Triton College facilities, including competitive bidding and insurance obligations, and all plans shall be reviewed and approved by Triton College prior to the onset of construction and upon completion. Construction shall be completed in a manner that does not limit or otherwise obstruct the usage of the multi-purpose field by Triton or any authorized user. There shall be no expectation of additional field usage or cost offset as a result of Fenwick's construction of the press box

Prior to the onset of construction, Fenwick shall comply with all requirements of Triton College Board Policy 3280 in partnership with the Triton College Foundation.

- k. Parking:
 - 1. Fenwick shall not charge for Parking on Triton's campus
 - 2. Triton Students attending classes on the East campus during game times must be permitted to park in the R or T lots

3. Fenwick can reserve (location designated by Triton) up to 10 parking spaces in the R building South lot for game day use
 4. Fenwick shall provide trained and safety uniformed parking attendants as necessary
 5. Fenwick overflow parking will be designated in the Triton North Lot and Fenwick shall provide shuttle busses, crossing guards or both as necessary.
 6. Fenwick shall enforce a no alcohol, no smoking, no tobacco, no vape, no marijuana use at all times on Triton property.
 7. All use of Triton parking lots shall be at the sole risk of the vehicle owner and Triton shall bear no responsibility for any damage to vehicles or injury to pedestrians arising from or related to use of Triton parking facilities.
7. Signage Authorization and Regulation
- a. During any Fenwick IHSA approved contests, Fenwick shall be allowed to place temporary signage, subject to advance Triton approval, in approved areas of Triton facilities.
 - b. Triton shall have the opportunity to review all signage at least (30) calendar days prior to sign placement. Fenwick shall provide an 8 x 10" replica sample of signage with detailed schematics.
 - c. Triton shall provide a written decision regarding the requested temporary signage within (20) calendar days of receiving Fenwick's written notice and sample signage.
 - d. Triton may rescind any previously approved signage with twenty (20) calendar days advance written notice prior to any scheduled event.
 - e. Triton may prohibit any proposed signage in its sole discretion.
 - f. Each request for signage shall be an independent Triton decision and previous approval does not preclude future denial of signage.

General Terms and Conditions

8. Changes to Partnership Agreement

Changes to this Partnership Agreement may only be made in writing, by mutual agreement of the authorized agents of both institutions. All changes must be approved and signed on the same document by the designated authorized agent of Triton and Fenwick, or their Board or managing authority. Items and issues not specifically addressed under this Agreement must be approved in writing by Triton in advance to enactment.

9. Termination of the Agreement

Either party may terminate the Partnership Agreement for cause only and only as specifically set forth below. Other than the specific terms set forth in this Section 9, this Agreement may not be terminated.

Fenwick shall have cause to terminate this Agreement only in the event that the Triton College Multi-Purpose Field & Track or associated facilities as referenced in Section 6.a of this Agreement are deemed, by Triton in its sole discretion, to be permanently and irrevocably damaged. If Fenwick terminates this Agreement as provided in this Section 9, Triton shall return to Fenwick any unused portion of the prorated \$1,058,290 payment, based upon the remaining yearly duration of the Agreement.

Triton shall have cause to terminate this Agreement based upon Fenwick's material breach of the terms and conditions of this Agreement, failure to pay for any damages as provided herein assessed as a result of Fenwick's use, violation of any posted or published Triton rule, or attempting to sublet any use granted herein to any other school, group or individual. If Triton terminates this Agreement based upon Fenwick's material breach of this Agreement, the failure to pay any damage fees assessed, violation of Triton rule, or attempted sublet, Triton shall have no obligation to refund any payment to Fenwick. Fenwick shall be granted one (1) period each year of (10) business days to cure any of the above referenced event giving rise to termination.

10. Taxes

Fenwick assumes full responsibility for the payment of all federal, state, and local taxes incurred by Fenwick, or assessed against Triton, as a result of this Agreement.

11. Official Capacity

This Agreement is executed by an authorized representative of Triton in the representative's official capacity only and the representatives shall have no personal liability under this Agreement. It is understood and agreed that this Agreement does not create a partnership or joint venture relationship, as such term is set forth in the Illinois Compiled Statutes, 805 ILCS 206 et seq. or a relationship of landlord-tenant, as such term is set forth in the Illinois Compiled Statutes, 765 ILCS 705 et seq. Neither party shall make any express or implied agreements, guaranties or representations, or incur any debt in the name of or on behalf of the other nor shall either be obligated by or have any liability for any agreements or representations made by the other that are not expressly authorized under the terms of this Agreement.

12. Licenses and Authorization

Fenwick represents that it possesses all professional or business licenses required by law, if any, and all authorizations from the appropriate sport's governing bodies, and all qualifications necessary to perform its obligations.

13. Damages

In no event shall Triton be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings, regardless of damage or injury.

14. Non-Discrimination

Fenwick shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as may be prohibited by local, state, or federal law, rule or regulation.

15. Sexual Harassment

Fenwick certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.

16. Drug Free Workplace

Fenwick certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.

17. Prohibited Activity

Any activity in violation of local, state or federal law is prohibited and shall result in the immediate cancellation of this Partnership Agreement with no refund provided.

18. Fenwick Indemnification Obligations:

- a. Fenwick shall indemnify and hold Triton College, its officers, trustees, employees, agents and students harmless for any loss, injury, costs or damages incurred, including attorney's fees and costs, arising from or in any way related to Fenwick's use of any Triton property, including, but not limited to, the athletic fields, buildings, and related adjacent parking lots, support areas, and structures, by Fenwick guest, including, but not limited to, faculty, staff, students, home and away team athletic participants, business invitees, community invitees, licensees, employees, independent contractors, and visitors.
- b. Fenwick shall hold harmless and indemnify Triton College, its officers, trustees, employees, or agents against any losses, damages, judgments, claims, expenses, costs, and liabilities imposed upon or incurred by or asserted against Triton, its officers, trustees, employees, or agents including reasonable attorneys' fees and expenses, arising out of the acts and omissions of Fenwick, its officers, agents, or employees, under this Partnership Agreement.

19. Fenwick Insurance Obligations:

- a. Fenwick shall provide evidence of insurance, naming Triton College, District No. 504, Triton College Trustees, and Triton College employees as additional insured on a primary and contributory basis, with minimum limits of \$2,000,000 per occurrence individual bodily injury/property, and \$5,000,000 in the aggregate. Additionally, Triton shall be identified as an additional insured with full coverage of all policy limits, for any and all policies held by Fenwick which provide coverage for the activities conducted by Fenwick on any Triton property at any time.
- b. Fenwick shall provide evidence of insurance for workers compensation coverage including a waiver of subrogation in favor of Triton.
- c. Fenwick shall provide Triton an annual Certificate of Insurance and Endorsements, demonstrating the required coverage a minimum of thirty (30) business days prior to the first usage of any Triton facilities, each year, and must show it to be in force for a minimum of the time frame of dates reserved.
- d. In the event that no certificate of named insurance is presented or in force, no Fenwick event can be held, but all obligations provided herein and the terms and conditions of this Partnership Agreement remain in full force and effect.

20. Rules and Regulations: Fenwick shall abide by all facility rules & regulations set forth by Triton.

21. Rescheduling

Fenwick shall be allowed to reschedule to any open (not already booked or scheduled by any other party), timeslot during the current season, subject to Triton's need to reschedule any cancellations of Triton teams. Fenwick will not have the right to have any other scheduled group's rental moved or adjusted.

22. Correspondence

All correspondence shall be provided to respective parties as set forth below. Either party may change the notice and contact information provided herein by written notice at least (30) days in advance of the effective date of change.

23. Notices

Notices under this Agreement shall be sent by Certified Return Receipt as follows

If to Fenwick:

Jerry Ruffino
Director of Operations
Fenwick High School
505 Washington Blvd
Oak Park IL 60302

If to Triton:

Mr. Sean Sullivan
Vice President
Triton College
2000 Fifth Avenue
River Grove, IL 60171

cc: Winner Law
2344 W. Melrose
Chicago, IL 60618

24. Governing Law

This Priority Partnership Agreement shall be governed by and construed in accordance with substantive laws of the State of Illinois regardless of any conflict of laws provision. All disputes arising out of this Agreement, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois.

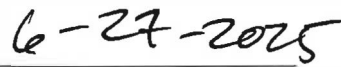
25. Time is of the essence of the Agreement.

26. Execution

This Priority Partnership Agreement will be effective immediately after the representatives of both originations execute the Agreement and the Partnership fee is paid to Triton College.



Fenwick High School
Otto Rutt
President



Date

Triton College
Mark R. Stephens, Chairman
Triton College Board of Trustees

Date

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

Meeting of July 15, 2025

ACTION EXHIBIT NO. 17262

**SUBJECT: RATIFICATION OF THE TRITON COLLEGE FACULTY
ASSOCIATION NEGOTIATED AGREEMENT FY 2026-2030**

RECOMMENDATION: That the Board of Trustees approve the five year (FY 2026-2030) Negotiated Agreement with the Triton College Faculty Association. The Administration and the Union have negotiated an extension of the existing Agreement as modified; with increases in annual salary of 4.5% in the first year, 4.0%, 4.0%, 4.0%, and 4.0% over each of the next four (4) fiscal years.

RATIONALE: This Agreement, negotiated between the Triton College Board of Trustees and the Triton College Faculty Association, was tentatively settled on June 25, 2025 between the parties with substantial completion of contract language. If approved by the Board of Trustees, it will be effective July 1, 2025 through and inclusive of June 30, 2030. It was ratified by the membership of the Triton College Faculty Association on July 8th, by a vote of 71 in favor, and 6 against, passing with 92% of the ballots cast, voting in favor.

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 ☐

TCFA SETTLEMENT AGREEMENT

7/1/25 THROUGH 6/30/30

V5

6/25/25

Tentative Settlement of the Collective Bargaining Agreement between the bargaining teams of the Board of Trustees and Triton College Faculty Association Local 1600. The parties by signing below agree that the information contained on pages 1 through 29, plus salary schedule are the totality of the joint settlement Agreement of the successor agreement to the CBA ending 6/30/2025 between Triton College Faculty Association Local 1600 and Triton College. Final Language to follow.

Executed June 25, 2025 at 4:30 PM

Base Salary Level

Add to Article VII:

“Effective July 1, 2025, any increase in earnings payable to employees of this bargaining unit that exceeds 5.9% over the preceding year’s earnings shall not be considered creditable earnings for the purposes of pension calculations under State Universities Retirement System (SURS). The calculation of such excess earnings shall be determined on an individual employee basis, and employees whose annual earnings exceed this 5.9% threshold shall be notified of the non-creditable portion which shall be identified as “BONUS” on their payroll. This provision will remain in effect through June 30, 2030 (or up to the date of the successor agreement becoming effective), and shall expire thereafter unless mutually agreed to be extended by agreement of the parties.”

Article III.H.3 – The SURS non-creditable bonus time limitation language shall not be applicable as long as the 5.9% limitation (above) on SURS contributions remains in place. (salary schedule Article VII)

Any employee paid greater than the starting pay shall receive the following increases (5-year Contract):

- a. FY 2026 – 4.50%
- b. FY 2027 – 4.0%
- c. FY 2028 – 4.0%
- d. FY 2029 – 4.0%
- e. FY 2030 – 4.0%

SK 6/25/25

6/25/25 ¹

ITEM 1: Revise Chairs, Coordinators, and Lead Instructors release time structure and compensation

- a. Additions
 - a. Agree to add Clinical Coordinators:
 - i. Radiologic Tech
 - ii. Respiratory Care
 - iii. Diagnostic Medical Sonography
 - iv. Nurse Assistant
 - b. Agree to add Lead Instructors (The chair cannot also be a lead instructor- Would apply to all lead instructor positions, not just these five additions):
 - i. Anthropology
 - ii. Philosophy
 - iii. Psychology
 - iv. Sociology
 - v. Visual Communications, effective Fall 2026
 - c. Agree to remove:
 - i. CDC Nurse Consultant
 - ii. Lead Instructor College Readiness Reading
 - iii. Lead Instructor College Readiness Writing
 - iv. Lead Instructor College Readiness Math
 - v. Visual Communications from Department Chairperson list, effective Fall 2026
 - vi. College Readiness Department Chairperson
 - d. Agree to add Clinical Coordinator Job Description
 - i. Job description (see following)

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DUTIES OF THE CLINICAL COORDINATOR

The Clinical Coordinator shall be responsible for supporting the Chairperson in the following areas:

Coordination with sites:

1. Establish new and/or maintain current agreements between Triton and clinical sites
2. Visit all clinical sites at least twice per semester or as often as accreditation requires
3. Serve as a liaison between the College and the clinical site
4. Create and maintain a schedule with the clinical sites for on-the-job supervision

Support for students:

1. Ensure that all students have the necessary medical records and documentation to serve at clinical sites
2. Coordinate student placement at clinical sites
3. Review all expectations with students

Support for faculty:

1. Ensure that all instructors have a point of contact at each clinical site
2. Review all expectations with clinical faculty
3. Ensure compliance training for clinical staff with the clinical sites
4. Ensure all faculty are trained on electronic platforms for student record keeping

Other:

1. Complete any duties as outlined by an accrediting body for the clinical coordinator Position
2. Update the program handbook with the department chairperson
3. Address and manage student issues within the clinical setting

22 6/25/20-

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22 6/25/20

- b. Add stipends for all Senate committee chairs and adjust stipends for Senate committee chairs currently covered under the CBA:
 - a. Agree to \$4,000 stipends for Chairpersons of:
 - i. Academic Senate
 - ii. Assessment
 - iii. Curriculum
 - b. Agree to \$1,500 stipend for specified senate subcommittee chairs and in addition to job descriptions of these chairs. The Senate Committee chairperson shall:
 - i. Schedule and conduct at least three committee meetings with quorum in the fall semester and three committee meetings in the spring semester. Payments shall be made at the conclusion of each semester. Failure to meet the number of required meeting sessions will result in not being paid for that semester, but shall not result in any further disciplinary action.
 - ii. Assure the record of attendance and minutes for each scheduled committee meeting.
 - iii. Present a written or oral report (as appropriate) of their committee activities to the Academic Senate.
 - 1. OETC
 - 2. Campus Quality
 - 3. Academic Scholastic Standards
 - 4. Academic Support
 - 5. Student Development
 - 6. Professional Development

Changes to or the addition of senate committees eligible for compensation under the CBA, shall only be modified by Memorandum of Understanding (MOU) between the College President and the President of the Faculty Association.

- c. Revise Department Chair and Lead Instructor compensation and release time
 - a. Agree to add Department Chairpersons:
 - i. Respiratory
 - ii. Barber/Cosmetology
 - iii. HVAC
 - b. 19% of the starting salary of column one listed in the negotiated agreement (CTE & Health Faculty only).
 - c. 9 A&S Chairperson – Additional Release (list on p.24) except for the following:
 - i. College Readiness
 - ii. Library Services
 - iii. Counseling Services

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6/25/20

d. Chart p.24 revision

1-2	3 LHE	19%
3-7	4 LHE	
8-12	6 LHE	
13-18	8 LHE	
19+	11 LHE	

e. Chairperson Summer Release (p.26) – Dean may assign up to a maximum of 5 LHE for summer

1-2	1 LHE
3-7	2 LHE
8-12	3 LHE
13-18	4 LHE
19+	5 LHE

d. The cost of converting an extra duty stipend to a dollar amount will change from the rate of one (1) LHE of overload per \$500 to \$750. (p. 25, p. 60)

e. Revise compensation for Coordinator COL102

a. Coordinator shall receive a one-time contractual increase of 5% over the current compensation.

f. Revise instructional Area Coordinator compensation

a. Union proposed going from \$1,500 to \$1,750. Administration Agrees to the increase of \$250.

b. Job description updates for the instructional area coordinator:

DUTIES OF THE INSTRUCTIONAL AREA COORDINATOR

The Instructional Area Coordinator shall be responsible for supporting the Department Chairperson in the following areas:

Academic Support for Faculty

1. Ensuring the quality, consistency, and effectiveness of curriculum and instruction.
2. Providing guidance on instructional materials.
3. Collaborating with Department Chairpersons to ensure the availability and alignment of courses that serve as foundational requirements for related academic purposes.

Coordination

1. Meeting regularly with the Department Chairperson to align efforts, map curriculum, and plan instructional improvements.
2. Assisting in program promotion and ensuring effective communication within the instructional area.
3. Assisting in completing program reviews.
4. Overseeing instructional materials, supplies, and budget, as necessary.
5. Assisting in coordinating advisory board meetings, as necessary.
6. Supporting faculty with course scheduling and program-related needs.

c. Subject to the President's approval, Deans should review and recommend additional area coordinators as necessary, specifically for Co-Req. Math and English.

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6/25/25

- d. ART. III.A.2.e On-the-Job Supervision (Allied Health, Public Services, Horticulture, Architecture) - has been addressed with the additional Clinical Coordinator positions

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12 6/25/25

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ITEM 2: Adjust for inflation all extra duty compensation, stipends, or other forms of remunerations not included in Item 1:

- a. Professional development
 - a. Faculty members can only transfer money for professional development use to other full-time faculty members up to the limit for which they personally used individual professional development dollars in the immediately preceding fiscal year.
 - b. Agree to the increase from \$1,000 to \$1,500 (Individual)
 - c. Agree to the increase from \$500 to \$750 (Department)
- b. Tuition reimbursement
 - a. Administration agree to increase from \$450 to \$550.
- c. Overload, substitution, and summer pay – formula still applies for individual faculty rates greater than the agreed upon compensation per LHE per the schedule below:
Flat dollar amount per LHE
 - a. FY26 Amount \$1,300
 - b. FY27 Amount \$1,325
 - c. FY28 Amount \$1,350
 - d. FY29 Amount \$1,375
 - e. FY30 Amount \$1,400
- d. Existing stipends
 - a. Administration agrees to the additional stipends – see attachment below.
 - i. Coordinator, Campus Fitness Center
 - ii. Coordinator, Model UN
 - iii. Coordinator, Model Illinois
 - iv. Coordinator, Scholars Program
 - v. Coordinator, Science Lecture Series
 - vi. 5th Avenue Journal Sponsor
 - vii. Art Gallery Director
 - viii. Director of Bands
 - ix. Director of Choral Activities
 - x. Artistic Director of Theater
 - xi. Director of Plays/ Per play
 - xii. Faculty Advisor to Ariel & Poetry Reading Series
 - xiii. Faculty Advisor to Phi Theta Kappa
 - xiv. Ethics Bowl Coach

ITEM 3: Reduce scheduled conference hours

- a. Current contract language stays

ITEM 4: Expansion of online work

- a. Item not changed.

LL 4/20/25

ITEM 5: Online education

- a. OETC new name: Joint faculty Administrator committee name: faculty/administration, faculty-led, committee dedicated to distance learning
- b. Current faculty who teach online are grandfathered in and will remain unchanged from current contract
- c. .5 of the LHE remuneration (for 2nd semester testing, pg.64)
- d. Eliminate the 3-year review of the course – becomes part of the standard evaluation process once every two years (Dean can choose 1 course, whether in person or online to observe.)
 - a. Dates and times shared for all classes f2f and online
 - b. Dean will pick 1 section
 - c. If online, need to give Dean student view access from the 1st date of class through the date of observation.
- e. Add “After V2.0 of the course is developed, the online or hybrid course shall be added to the College-owned Learning Management System. Faculty who teach the course shall retain the right to make changes, provided that such changes remain in alignment with the standards as established by the faculty/administration, faculty-led, committee dedicated to distance learning that are not in conflict with academic freedom.”
- f. Revised section language (SEE ATTACHED BELOW)

ITEM 6: Academic Calendar

- a. Faculty Agree to the 1-page format
- b. Faculty Agree to the “Teaching and Learning Day”
- c. Faculty at each Teaching and Learning Day, the faculty-led distance learning committee may present training on current trends and/or pedagogical standards to faculty currently teaching online. If such training occurs, a faculty member who is teaching online that semester shall attend. If faculty member is unable to attend the faculty workshop for any reason and does not participate in the online training, they are required to take the training through the CTE department before the end of the semester.
(Article VII.D)
- d. Faculty Agree to “Final grades shall be due by 3:00pm.
- e. See V4 of academic calendar (following)

LL 6/25/25

2025-2026 Triton College Academic Calendar

August 2025

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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November 2025

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December 2025

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January 2026

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Fall Instructional Days
(including final exams)

S	M	T	W	Th	F	S
16	18	19	20	21	22	23

February 2026

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March 2026

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April 2026

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May 2026

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June 2026

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July 2026

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Spring Instructional Days
(including final exams)

S	M	T	W	Th	F	S
18	19	20	21	22	23	24

Fall Semester 2025: August 14 to December 17, 2025

Aug. 14 (Thu): Department Chairpersons Return
 Aug. 15 (Fri): Teaching and Learning Day
 Aug. 18 (Mon): Credit Classes Begin - 8 & 16-week
 Sept. 1 (Mon): Labor Day Holiday. No Classes.
 Sept. 15 (Mon): Graduation Petition Deadline
 Oct. 13 (Mon): First Eight-Week Session Ends
 Oct. 14 (Tue): Faculty Holiday. No Classes.
 Oct. 16 (Thu): Grades Due by 3:00 pm
 Oct. 15 (Wed): Second Eight-Week Classes Begins
 Nov. 26-30 (Wed-Sun): Thanksgiving Recess. No Classes
 Dec. 8-11 (Wed-Thu): Final Exams for Sixteen-Week Session
 Dec. 14 (Sun): Second 8-Week Session Ends
 Dec. 17 (Wed): Second 8-Week and Sixteen-Week Session
 Grades Due by 3:00 pm.

Spring Semester 2026: January 15 to May 20, 2026

Jan. 15 (Thu): Department Chairpersons Return
 Jan. 16 (Fri): Teaching and Learning Day
 Jan. 19 (Mon): MLK Day Holiday. No Classes.
 Jan. 20 (Tue): Credit Classes Begin - 8 & 16-week
 Feb. 15 (Sun): Graduation Petition Deadline
 Mar. 15 (Sun): Eight-Week Session Ends
 Mar. 25 (Thu): Grades Due by 3:00 pm
 Mar. 16-27 (Mon-Sun): Spring Recess. No Classes.
 Mar. 23 (Mon): Second Eight-Week Classes Begin
 Apr. 3 (Fri): Spring Holiday. No Classes.
 May 13-15, 18 (Wed-Fri, Mon): Final Exams for Sixteen-Week Session
 May 17 (Sun): Second 8-Week Session Ends.
 TBA: May Graduation
 May 20 (Wed): Second Eight-Week and Sixteen Week Session
 Grades Due by 3:00 pm.

Summer Semester 2026: May 26 to August 5, 2026

May 25 (Mon): Memorial Day Holiday. No Classes.
 May 26 (Tue): 5-week Credit Classes Begin
 Jun. 8 (Mon): 8-week Credit Classes Begin
 Jun. 11 (Thu): Last Day for 8-week Credit Classes to Begin.
 Jun. 15 (Mon): Graduation Petition Deadline
 Jun. 19 (Thu): Juneteenth Holiday. No Classes.
 Jul. 2 (Thu): Last Day for 5-week Credit Classes to Begin.
 Jul. 3 (Fri): July 4th Observance Holiday. No Classes.
 Aug. 5 (Tue): Grades Due by 3:00 pm

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ITEM 7: Job Description Review

- a. Faculty agree to the job description updates with modified input. Final language to follow. (SEE ATTACHMENT BELOW)

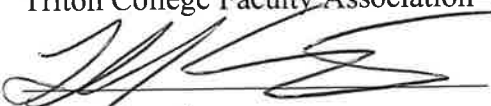



ITEM 8: Contract Language

- a. Faculty agree to "simple updates or cosmetic changes" as referenced in supposal in 1b.
- b. Faculty agree to the items as listed as "Require more scrutiny" as referenced in supposal 1b.
- c. Faculty accept that all syllabi shall be submitted electronically by the first day of class to the appropriate dean.
- d. Additional language to be added to Article VII.A:
"Effective July 1, 2025, any increase in earnings payable to employees of this bargaining unit that exceeds 5.9% over the preceding year's earnings shall not be considered creditable earnings for the purposes of pension calculations under State Universities Retirement System (SURS). The calculation of such excess earnings shall be determined on an individual employee basis, and employees whose annual earnings exceed this 5.9% threshold shall be notified of the non-creditable portion which shall be identified as "BONUS" on their payroll. This provision will remain in effect through June 30, 2030 (or up to the date of the successor agreement becoming effective), and shall expire thereafter unless mutually agreed to be extended by agreement of the parties."
- e. (SEE ATTACHMENT BELOW)

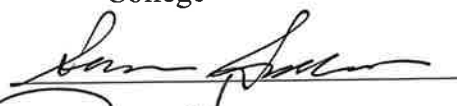

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The earliest date for ratification by the Board of Trustees is July 15, 2025, consideration of which is subject to prior ratification by the Triton College Full Time Faculty Association and receipt of the ratified document prior to July 9, 2025. If approved by both parties, the Agreement will become effective July 16, 2025.

Triton College Faculty Association

College

The parties signing above recognize that the changes herein are substantial and voluminous and they reserve the right to jointly correct and include words and intent that may have been accidentally omitted in this transcription.

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ATTACHMENTS – attached hereto and made a part hereof

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Article VII

I. Internet and Non-Traditional Distance Learning Course Development

Recognizing the requirements for developing distance education, ~~(online and hybrid)~~ courses, the following procedures and reimbursement amounts are established. {Load limitations are set forth under Article III A.2.b.(3)}

Approval for Development ~~Prior to the start of a fiscal year, the college will determine the maximum number of Internet courses to be developed with college support. Regardless of receipt of compensation, the development of any online course must be pre-approved by the appropriate department Chairperson and Dean. Faculty in the respective departments will be offered the opportunity for course development in their areas. Assignment will be made based on departmental seniority and is subject to the following conditions:~~

The faculty shall discuss the development of a proposed online or hybrid course with the Department Chairperson and Area Dean. Faculty shall obtain approval from the Department Chairperson, Area Dean and Vice President of Academic Affairs before proceeding. Course development shall follow the established timeline created by a joint faculty/administration committee, faculty-led, dedicated to distance learning

a. **On-line Instructional Competency** To ensure quality in the student online experience, basic instructor competencies related to online instruction and quality standards must be met before teaching online **and hybrid** courses. **A joint faculty/administration committee, faculty-led, dedicated to distance learning shall ensure compliance with such competencies and standards, which can be demonstrated by any of the below.** ~~A representative committee that includes faculty and administration will develop these competency and standards, and the method by which they will be assessed. All faculty members who will be developing or teaching an online course for the first time must complete a workshop pertaining to online teaching theory. The workshop will be developed in consultation with the committee and administered by the designee of the appropriate reporting Vice President and the Professional Development Center. Alternative workshops can be approved by the committee. All instructors are encouraged to complete the assessment and workshop; those instructors who already have documented proficiency in online teaching in accordance with the committee standards are exempt. Exceptions shall be recommended by the Chairperson of the department and Dean of the area and is determined solely by the appropriate reporting Vice President.~~

~~1. Instructors possessing Illinois Online Network "Master Online Teacher Certification" (ION) or compliance of ION qualifications as identified at www.ion.uillinois.edu and at a minimum have achieved:~~

~~a. 4 core ION courses;~~

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b. 1 elective ION course;

c. ION online teaching practicum;

or equivalent as analyzed and recommended by unanimous agreement of the "online committee" shall determine the ability to teach online at Triton College.

2. Exceptions seeking approval to teach online with the recommendation of the majority of the "online committee" shall be forwarded to the appropriate reporting Vice President and are subject to the discretion and approval of the VP.

3. Existing Fulltime Faculty teaching online courses but not in possession of ION certification or an equivalent, shall be grandfathered through the end of the Spring 2014 semester for the achievement of the coursework and the Teaching Practicum. Faculty demonstrating significant progress toward completion shall be granted up to an additional year for completion of the ION certification.

4. NOTE July 1, 2012: Due to the fact that online courses have not regularly been evaluated, all Fulltime Faculty are subject to an initial evaluation of online courses taught, whether or not it is time for the members regularly scheduled faculty evaluation. Thereafter, online courses will be evaluated as a part of the regularly scheduled evaluation process.

1. Faculty can fulfill online training requirements by completing any of the following

a. Triton College's in-house training: Ultra Teaching Essentials and Online Pedagogy Training,

b. Master Online Teacher (MOT) certification through Illinois Online Network (ION),

c. Quality Matters Teaching Online Certificate (TOC),

d. An approved waiver from the joint faculty /administration, faculty-led, committee dedicated to distance learning.

2. Faculty already teaching online courses were grandfathered through the end of Spring 2014-2025 if they did not possess ION certification or an equivalent.

b. **Ownership and Use of Online Courses** A faculty member and the Administration may enter into a mutual agreement to develop an online course which will be owned jointly by the College and the faculty member. Once developed, both the College and the developer may use the course and its content.

Faculty shall be limited to the development of one (1) online or hybrid course per semester, additional course development within the same semester shall require the approval of the Vice President of Academic Affairs. The overall body of work must be an originally developed

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and produced material, and the developer must have the ability to transfer ownership. Copyrighted and/or publisher-owned materials may be utilized as reference materials as allowed by law but must be ancillary to the course content and interchangeable. There will be no remuneration for updating or adapting material owned by external parties, including publishing companies.

c. Development of Courses for Joint Ownership

~~Fulltime~~ **Full-time** faculty will have priority for these development assignments. Development will be completed in three phases.

~~1st semester: Faculty member will develop a course template. The template will undergo a review process to ensure compliance with standards; the review process will be conducted by a peer committee comprised of faculty and appropriate administrations. The template is subject to approval by the peer review committee.~~

1st semester: Faculty member **shall** develop a course template. The template will undergo a review process to ensure compliance with **the ICCB-approved course outline and the standards and competencies as established by the joint faculty/administration, faculty-led, committee dedicated to distance learning, that are not in conflict with academic freedom.** The template is subject to approval by the **joint faculty/administration, faculty-led, committee dedicated to distance learning.**

Remuneration: The faculty developer will receive overload release time equal to LHE of the course being developed and will receive \$2,000 stipend when the template is completed and approved. Upon remuneration, the College and developer has joint ownership of the template.

2nd semester: Course template will undergo field testing. Faculty developer will teach the course (v1.0), with a maximum of 15 students. During the field test phase, the instructor is expected to assess the effectiveness of the course, and make modifications as needed. Modifications will be made at the end of the field test phase based on instructor findings and peer committee review. If for any reason the faculty developer is unable or unwilling to proceed with field-testing, a qualified designee can be approved by the **Department** Chairperson in consultation with the appropriate **Area** Dean.

Remuneration: The faculty member will receive release **time equal to one half of the LHE of the course** ~~equal to the credit hours of the course~~ during the field-testing phase. The faculty member and the College retain joint ownership of the course (v1.0).

3rd or 4th semester: Faculty developer will teach the course with revisions made from field testing. Final modifications are made to create v2.0. The College and faculty member have joint ownership of the course (v2.0).

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The faculty member and the college own v2.0, the version which is the finished product at the end of the 3rd semester, outlined above **After V2.0 of the course is developed, the online or hybrid course shall be added to the College-owned Learning Management System. Faculty who teach the course shall retain the right to make changes, provided that such changes remain in alignment with the standards, as established by the joint faculty/administration, faculty-led, committee dedicated to distance learning, that are not in conflict with academic freedom.**

If after three calendar years following the initial evaluation that occurs during the development process, v2.0 requires updating, the College shall compensate the faculty for making modifications. The College may approve updates to v2.0 within a shorter timeframe as needed. The original faculty developer has the first right of refusal to complete the update for a \$700 stipend or it may be offered to another faculty member.

Ownership of recorded media and written materials not compensated under this section is already outlined in the contract, Article VII, section H.

d. **Purchase of Non-reimbursed Online Courses:** Existing (or previously offered at Triton College) online courses may be purchased in whole by the college in agreement by the faculty member by payment of a single non-salary compensation of \$2,000 to the developers. Upon remuneration, the college and developers have joint ownership of the complete course, teaching template and all related material.

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ARTICLE VI

B. Evaluation

1. For tenured faculty members, the objectives of evaluation are:

- a. To improve the instructor's quality of instruction,
- b. For staff development.

2. For non-tenured faculty members, the objectives of evaluation are:

- a. To recommend continued employment,
- b. To improve the instructor's quality of instruction,
- c. For staff development.

3. Full-time faculty members shall be evaluated on a regular basis. (See Faculty Handbook for professional review procedures.)

- a. Non-tenured faculty - one (1) assessment per semester.
- b. Tenured faculty - one (1) time every two (2) years.

i) Faculty scheduled for 2012 evaluation shall be evaluated first in order then; before any faculty member in a Dean's Division can be evaluated again, all other faculty of the same Division must be fully evaluated including the completion of the Dean's written evaluation.

ii) Starting in Fall of 2025, during their regularly-scheduled evaluation period, faculty shall give the appropriate Area Dean scheduled options from all in-person and online course(s) (if applicable). From that list, the Dean shall choose one (1) in-person or one (1) online course (in the student view) for the purpose of evaluation. If an online course is selected, one-day (24 consecutive hours) access with student view of the course from the first day of the course through the date of observation shall be granted. The Area Dean will use the standards as developed by the joint faculty/administration, faculty-led, committee dedicated to distance learning as part of the evaluation. As a result of the Area Dean's observation of the online course, the Area Dean will provide a report on distance learning trends to the faculty-led committee on professional development, who will collaborate with the joint faculty/administration, faculty-led, committee dedicated to distance learning to develop topics for the Teaching & Learning Day(s).

4. Written evaluations will be forwarded through the appropriate reporting Vice President to the Department of Human Resources for inclusion in the faculty member's personnel file.

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Administration Item 3: Job Descriptions

Fifth Avenue Journal Sponsor: \$3000-3500 per year plus 3 LHE reduction in load per semester

Reports to Dean of Students

The ~~Fifth~~ 5th Avenue Journal Sponsor serves as the advisor and mentor to the student-created newspaper, guiding them in the production of a high-quality, engaging publication, fostering journalistic integrity, encouraging student creativity, and supporting the development of essential communication skills. This role The 5th Avenue Journal Sponsor serves as the advisor for students ~~in credit courses~~, providing guidance on editorial content, ethical journalism practices, and publishing standards. The 5th Avenue Journal sponsor is responsible for recruitment, training, ~~and evaluation of student staff and its student editorial board~~, and facilitates regular meetings with the student newspaper staff to discuss story ideas, editorial direction, and production timelines. The 5th Avenue Journal sponsor helps students navigate the challenges of journalism, oversees the publication process, ensures adherence to deadlines and quality standards, and assists in marketing and promoting the student newspaper to enhance readership and engagement. The sponsor ~~evaluates and assesses the effectiveness of the publication and student participation and~~ provides oversight of the 5th Ave. Avenue Journal budget, and maintains communication with the college administration regarding the newspaper's operations and any relevant policies. ~~The sponsor supports students interested in enhancing their journalism skills by becoming involved in the Illinois Community College Journalism Association.~~

Art Gallery Director \$2500-3,000 per year

Reports to Dean of Arts & Sciences

The Art Gallery Director oversees the operation, curation, and management of the college's student art gallery, supporting student artists, organizing exhibitions, ensuring the gallery serves as a vibrant space for artistic expression, and enhancing the educational experience through gallery programming. ~~This role~~ The Art Gallery Director plans, schedules, and curates ~~student and faculty~~ art exhibitions, develops themes, and coordinates exhibition installations. ~~They work with art faculty aligning gallery programming with coursework and student learning outcomes at the college.~~ ~~They~~ The Art Gallery Director oversees the operation and maintenance of the gallery space, the installation and de-installation of exhibits, manages the gallery budget, promotion of exhibitions to enhance the gallery's visibility and impact, ~~and regularly evaluates the effectiveness of the gallery programming to serve the campus needs.~~

Director of Bands \$2500\$3,000 per year plus 3 LHE reduced load per semester

Reports to Dean of Arts & Sciences

The Director of Bands is responsible for leading and developing the instrumental music program, ~~including concert bands, jazz ensembles, and other instrumental ensembles as needed.~~ ~~This faculty role~~ The Director of Bands plans the music performance season, recruits and recommends for hire leaders of music ensembles, ~~mentors, and retains students in the music program through active engagement with~~ maintains relationships with district high schools and community organizations, ~~community ensembles, and outreach initiatives,~~ conducts ~~and directs~~ college bands, supervises ensembles, and supervises other instrumental groups. ~~They are~~ The Director of Bands is responsible for ~~planning, organizing, and promoting performances, and completing an end-of-season review post-production evaluation reviewing the overall production execution.~~ maintaining college musical instruments, and managing expenses.

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Director of Choral Activities \$2500\$3,000 per year plus 3 LHE reduced load per semester

Reports to Dean of Arts & Sciences

The Director of Choral Activities is responsible for ~~leading and developing the college's choral program, conducting college choral ensembles, and shaping the artistic vision of the program.~~ **planning the choral music performances and purchasing royalties for performed compositions as needed.** ~~This role~~ The Director of Choral Activities ~~recruits, mentors, and develops student singers, plans, organizes,~~ recruits, promotes, leads rehearsals and conducts the Triton Community Choir, ~~concerts, and special performances;~~ manages the budget expenses and completes an end of season review. ~~and completes a post-production evaluation reviewing the overall production execution.~~

Artistic Director of Theater \$0 plus 3 LHE release per semester

Reports to Dean of Arts & Sciences

The Artistic Director of Theater is responsible for the creative vision and leadership of the college's theater program promoting arts education and cultural enrichment. ~~This role~~ The Artistic Director of Theater ~~oversees all aspects of theatrical productions, selects and plans the theater season, and supervises all aspects of production, including casting, rehearsals, scenic and costumes design, technical direction, and performance execution.~~ ~~They~~ The Artistic Director of Theater ~~recruit, train and mentor students in theatrical performance, design, and production, and engages with local theaters, high schools, and community organizations to promote the college's theater program.~~ ~~They are~~ The Artistic Director of Theater is responsible for overseeing production expenses ~~budgets,~~ managing rehearsal schedules, performance logistics, promotion, and facility use. ~~ensuring a safe and professional working environment in all theater spaces, and conducting a post-production evaluation reviewing the overall production execution.~~

Director of Plays \$2500\$3,000 and 3 LHE hours reduced load per play

Reports to Dean of Arts & Sciences

The Director of Plays is responsible for the artistic direction, production, and execution of theatrical performances at the college to create enriching theatrical experiences for the campus and ~~border~~ broader community. ~~This role~~ The Director of Plays selects, casts, and directs plays while fostering student engagement and creativity. The Director of Plays ~~P~~provides guidance and mentorship to students involved in productions, supporting their growth in acting, stage management, and technical theatre, and ensures compliance with college policies. ~~safety guidelines, and industry best practices and~~ ~~conducting a post-production evaluation reviewing the overall production execution.~~ **completes an end of season production review.**

Faculty Advisor to Ariel & Poetry Contest \$3000\$3,500 per year

Reports to Dean of Arts & Sciences

The faculty advisor to Ariel ~~and Poetry Contest~~ Reading Series will provide guidance and support in promoting poetry as an art form within the college community. ~~This role~~ The faculty advisor to Ariel Poetry Reading Series serves as the ~~advisor~~ curator and organizer for the poetry ~~contest and Ariel publication~~ reading series, coinciding with National Poetry Month. The faculty advisor to Ariel Poetry Reading Series serves to mentor current students and alumni in their creative writing endeavors, ~~providing~~

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~~mentorship to participating students, organizing and coordinating the annual poetry contest, including the development of guidelines, judging criteria, and award recognition, facilitating workshops and events to encourage student participation and enhance their writing skills and oversee the publication process of selected poetry, including editing, layout, and distribution, mentor students in their creative writing endeavors, offering feedback and guidance and support on of their work. and evaluate the effectiveness of the poetry contest and publication initiatives and suggest improvements.~~ The faculty advisor to Ariel Poetry Reading Series promotes student performance of their own work in a public space and oversees college publication of that work, subject to availability of funds. The faculty advisor to Ariel Poetry Reading Series may invite established authors, whom the advisor has vetted and secured for presentations on campus. When appropriate, the faculty advisor to Ariel Poetry Reading Series manages expenses related to the Ariel Poetry Reading Series activities.

Other Programs

Coordinator of Campus Fitness Center ~~\$2200~~ \$2500 per term (fall, spring, summer)

Reports to Dean of Arts & Sciences

The Director of the Campus Fitness Center is responsible for overseeing the operations, programming, and strategic direction of the fitness center, ~~promoting health and wellness among students and staff,~~ managing fitness programs, and ensuring a safe and welcoming environment for all users at the fitness center. ~~This role~~ The Director of the Campus Fitness Center develops and implements fitness programs and services that meet the needs of a diverse student body and campus community, managing the daily operations of the fitness center, including staff supervision, scheduling, and facility maintenance. ~~They are~~ The Director of the Campus Fitness Center is responsible for recruiting, training, and evaluating fitness center staff, ~~including personal trainers and group fitness instructors~~ monitoring and managing the fitness center budget, ensuring compliance with health and safety regulations, as well as facility policies and procedures, maintaining equipment and facilities, and coordinating repairs and upgrades as needed. ~~and collecting and analyzing data on program usage and participant feedback to assess effectiveness and make improvements.~~ Completes an end of semester review including effectiveness of fitness center facility operations.

Faculty Advisor to Phi Theta Kappa ~~\$1500~~ \$1,750 per year

Reports to Dean of Business & Technology Student Life

The Faculty Advisor to Phi Theta Kappa (PTK) is responsible for fostering academic excellence and leadership development among community college students. ~~guiding and mentoring students, promoting PTK initiatives, and facilitating engagement in college and community activities. This role assist in the planning, organization, and execution of chapter activities, events, and services projects, collaborating with college administrators and faculty to promote PTK's mission and values within the college community, mentors students in their academic and professional pursuits, helping them set and achieve goals, encourages participation in regional and national PTK conferences and events, maintains communication with PTK organization, supports recruitment efforts to increase chapter membership and engagement and evaluates and assesses chapter activities and member participation to ensure alignment with PTK standards.~~

The Faculty Advisor to Phi Theta Kappa (PTK), Chi Zeta Chapter, is responsible for supporting the Chi Zeta Chapter of PTK and its members. The Faculty Advisor to PTK reports new members and officers to PTK Headquarters, extends invitations to eligible students to join the chapter, submits the Chapter

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Annual Report to PTK Headquarters, mentors chapter officers and members and directs their efforts in alignment with national standards. The Faculty Advisor to PTK attends chapter meetings and accompanies student leaders to state and national PTK events, as permitted by the faculty advisor's teaching schedule and other college-related commitments.

Ethics Bowl Coach ~~\$2800~~ \$3000 per year

Reports to Dean of Arts & Sciences

The Ethics Bowl Coach is responsible for leading the college's Ethics Bowl program, engaging students in ethical reasoning, critical thinking, and debate through experiential learning. ~~This faculty~~ The Ethics Bowl Coach role includes student recruitment, ~~curriculum integration~~, debate training, event coordination as appropriate, travel logistics, managing the program budget, ~~assessing student learning outcomes~~, and participation in regional and national Ethics Bowl competitions.

Coordinator of Model Illinois ~~\$1500~~ \$1750

Reports to Dean of Arts & Sciences

The Coordinator of Model Illinois is responsible for leading the college's Model Illinois Government (MIG) program, engaging students in state government, law, and public policy through experiential learning. ~~This faculty~~ The Coordinator of Model Illinois role includes student recruitment as appropriate, ~~curriculum integration, debate training, leadership development, event coordination~~, travel logistics, managing the program budget, ~~assessing student learning outcomes~~, and participation in the annual MIG simulation.

Coordinator of Model United Nations: ~~\$1000~~ \$1250 Fall semester, ~~\$1500~~ \$1750 Spring semester

Reports to Dean of Arts & Sciences

The Coordinator of Model United Nations (MUN) is responsible for leading the college's MUN program, engaging students in global affairs, diplomacy, and international relations through experiential learning. ~~This faculty~~ The Coordinator of Model United Nations (MUN) role includes student recruitment as appropriate, ~~curriculum integration, debate training, leadership development, event coordination~~, travel logistics, managing the program budget, ~~assessing student learning outcomes~~, and participation in regional and national MUN conferences.

Coordinator of Scholars Program ~~\$2500~~ \$3000 each Fall and Spring semester, ~~\$1250~~ \$1500 Summer term

Reports to Dean of Arts & Sciences

The Coordinator of Scholars Program develops and oversees the Scholars Program, providing academic and enrichment opportunities for high-achieving students. ~~They~~ The Coordinator of Scholars Program shall promote the program to prospective students and the community, recruit, mentor, and support students to enhance their academic and professional development, and coordinate workshops and guest lectures. ~~and networking events to foster student success.~~ The Coordinator of Scholars Program shall collaborate with faculty and staff to achieve program goals, ~~institutional initiative~~ monitor student progress and provide resources to support academic achievement, and manage program logistics, including budgeting, scheduling, and event planning. ~~and assess the effectiveness of the program in meeting its goals.~~

Coordinator of Science Lecture Series ~~\$1000~~ \$1250 per year

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Reports to Dean of Arts & Sciences

The Coordinator of Science Lecture Series is responsible for developing and coordinating the Science Lecture Series featuring guest speakers from various scientific fields. ~~This faculty role~~ The Coordinator of Science Lecture Series role includes recruiting and collaborating with faculty, industry experts, and researchers to present lectures, promoting events to students and the campus community, scheduling and organizing event logistics, ~~including scheduling, managing program budget, and assessing the impact of the lecture series on student learning and engagement.~~ Performs end of semester review.

~~Nurse Consultant – Child Development Center \$1500 per year~~

Reports to Dean of Continuing Education

~~The Child Care Center Nurse Consultant must be a Registered Nurse (RN) with a valid state license, experienced in pediatric and public health nursing, and versed in childcare health regulations and best practices. This role includes providing guidance on health and safety standards for Triton College's Child Care Development Center, conducting health assessments and supporting staff in managing children's health needs, and ensuring compliance with state and federal regulations related to child health and safety. This role requires being readily available during the Center's operating hours to address medical emergencies and care for ill children as needed.~~

Duties of the Instructional Area Coordinator

(These duties are all discipline-specific.)

The Instructional Area Coordinator shall be responsible for supporting the Area Dean in the following areas:

Academic Support for Faculty

1. Ensuring the quality, consistency, and effectiveness of curriculum and instruction.
2. ~~Assisting in securing instructors and~~ Providing guidance on instructional materials.
3. Supporting faculty with course scheduling and program-related needs.
4. Collaborating with department chairpersons to ensure the availability and alignment of courses that serve as foundational requirements for related academic programs.

~~Assessment~~

1. ~~Completing program reviews as required and assisting in curriculum assessment and development.~~
2. ~~Overseeing instructional materials, supplies, and budget maintenance.~~
3. ~~Coordinating advisor board meetings and gathering feedback for program improvement, as necessary.~~

Coordination

1. Meet regularly with the chairperson to align efforts, map curriculum, and plan instructional improvements.
2. Assisting in program promotion and ensuring effective communication within the instructional area.

DUTIES OF THE DEPARTMENT CHAIRPERSON

Directly responsible to the ~~Assistant~~ Associate Dean or Dean.

1. Stimulates, promotes, and expedites instructional improvement, and where

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applicable, assures programs have biannual advisory committee meetings.

2. Is specifically involved in single-course curriculum revision within the department. Prepares catalog material for the department.
3. Develops a schedule of classes in a democratic manner with members of the department and then recommends the schedule of semester and summer college classes within departmental jurisdiction.
4. Coordinates examination materials where necessary.
5. Assists in the selection of ~~textbooks~~ **course materials** and recommends their approval.
6. Formulates, establishes, and maintains a physical and personal environment conducive to support of college objectives and college philosophy.
7. Is responsible for stimulating and heightening **the** performance of all full-time personnel in the department.
8. Holds regular department meetings to consider instructional improvement, change, etc.
9. Develops, for presentation to his/her respective dean, recommendations for full-time staff positions within the department.
10. Evaluates and recommends, with the administration, re-employment of **part-time adjunct** instructors within the discipline; is responsible for academic orientation and academic direction of these instructors.
11. With department members, evaluates the instructors within the department, tenured and non-tenured, for the improvement of instruction. Recommends, with the administration, the granting of tenure to instructors. (In the context used above, "evaluates" is intended to mean classroom visitation for the sole purpose of subject-matter competence.)
12. Orients substitutes to maintain instructional values and continuity; assists in securing substitutes.
13. Develops, submits, and later recommends the approval of all items budgeted for this department.
14. Conducts day-to-day physical and economic details of administration for the department.
15. Is responsible for non-faculty supportive personnel within this department; i.e., aides, lab aides, time cards.
16. Performs a variety of other duties as may be assigned by the appropriate administrator. ~~Duties shall be performed within the hours approved by the Board of Trustees each semester. For the purposes of calculating release time, one (1) LHE shall be considered the equivalent of 50 minutes of work per week.~~

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16. Cooperates Responds to ~~with the Office of Early College to establish and sustain dual credit~~
enrollment opportunities.

DUTIES OF THE FACULTY

Directly responsible to the Department Chairperson or appropriate administrator.

1. Instructs students in the facts, skills, and appreciations ~~pertaining to~~ **of** the assigned courses.
2. Considers the general and special needs of the students, assists them in meeting their problems, and when necessary, seeks additional help from other college services.
3. Informs students of educational and occupational opportunities.
4. Observes **the** schedule as approved by the department chairperson and appropriate administrator.
5. Cooperates with the department chairperson department members, and the appropriate administrators in the development of the curriculum, in the preparation and update of course syllabi, course outlines, and the selection of textbooks.
6. Recommends **course resources** ~~library books~~ and other instructional materials.
7. Assists in the organization and meetings of advisory committees where applicable.
8. Consults with department chairperson on matters pertaining to departmental problems; observes proper channels of communications.
9. When needed, maintains an inventory of assigned equipment and supplies. Feb 28 and Mar 7 discrepancy
10. Submits midterm and final grade reports, deficiency notices, attendance records, and any other reports pertaining to the assigned course **within the required timeframes.** Faculty will ~~e~~Cooperate with the department Chairperson and the department members to provide artifacts of student learning outcomes for the assessment of course, program, and general education outcomes. ~~When the faculty receives the~~ **Upon receipt of** aggregate data ~~of assessment results back, they determine if and what curricular~~ changes are needed.
11. Participates in the formation **and recommendation** of policies and regulations and assists in enforcing the regulations. Informs department chairperson in writing of any pending problem that might have a detrimental effect on the college.
12. Participates in faculty and professional organizations.

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13. Attends scheduled monthly departmental/program meetings when there is no conflict with a professional ~~College~~ responsibilities.
14. Distributes to all students each term a course **syllabus** outline which covers the class requirements, grading procedure, attendance requirements, and objectives the instructor feels are appropriate. ~~F~~**follows Board Policy 6080.**

APPENDIX A – JOB DESCRIPTIONS

DUTIES OF THE LIBRARIAN

Directly responsible to the Chairperson of Library Services or appropriate Administrator.

1. **Actively participates in collection development, collaborating with faculty and staff. Selects maintain, review, and evaluates, printed and digital non-book materials for the library collection in support of curricular and community needs and requisitions to purchase.**
2. ~~Supervises the acquisition of library materials and supplies.~~
3. ~~Catalogs books and non-book materials.~~
4. ~~Supervises the preparation and processing for circulation of books, periodicals, and audiovisual software materials.~~
5. ~~Supervises the circulation and retrieval of library materials.~~
6. **Supervises students in the library and enforces library rules and student code of conduct and regulations.**
2. **Provides recommendations to teaching faculty in selecting curricular materials including fair use relative to copyright considerations.** ~~including copyright considerations and use of Open Educational Resources.~~
3. **Provides online and in-person information literacy instruction, both formal and informal, in the use of library materials and services.**
4. **Enhances and enriches the library's information literacy program by developing innovative instructional design, deploying effective teaching strategies, creating online research guides, and gathering assessment data on student learning outcomes.**
5. **Participates in the design and assessment of in-person and online library instruction that develops student's knowledge of and expertise in library resources, the research process, and information literacy.**
ADD per Leslie's email on 6.18.25 : "Participates in the design and evaluation of in person and online library instruction that develops students' knowledge of an expertise in library resources the research process, and information literacy"
7. ~~Provides instruction, both formal and informal, in the use of library materials and~~

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services.

8. **6.** Provides reference services in multiple modalities to students and faculty.

7. Participates in the planning and implementation of library programs and services.

8. Develops and delivers library events and workshops for the campus community.

9. Aids students and faculty members in the selection of materials.

10. Prepares book lists and lists of non-book materials.

11. Prepares news articles, bulletins, displays, etc., to publicize and promote the library.

12. **9.** Assists in the preparation of reports on library activities and resources.

- ~~10. Works independently and as part of the library's team.~~

13. Directs and supervises the duties of library assistants, clerks, and student aides.

14. Interprets the card collection catalog for students.

15. ~~11. Develops and maintains good relations with other departments of the college and with individual members of the faculty.~~

16. **12.** Participates in relevant continuing education and professional activity in order to keep abreast of new technologies, methodologies, and resources in librarianship faculty and professional organizations.

13. ~~Actively participates in the Triton College shared governance structure by serving on committees, working groups, projects, or other initiatives that further the college's mission.~~

17. Submits required reports.

18. **14.** Performs a variety of other professional duties as may be directed by the Chairperson

19. of Library Services.

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Substantive Changes			
Page number	Change	RESPONSE	Results
Table of Contents	Conference hours – Student hours	Removed from List of requested updates <u>Administration item 4 – Contract Language</u> . Original contract Language will be used moving forward.	Rejected
Table of Contents	Annual-Internal Program Review	Removed from List of requested updates <u>Administration item 4 – Contract Language</u> . Original contract Language will be used moving forward.	Rejected
3	student hours (repeated twice)	Removed from List of requested updates <u>Administration item 4 – Contract Language</u> . Original contract Language will be used moving forward.	Rejected
17	student hours (repeated twice)	Removed from List of requested updates <u>Administration item 4 – Contract Language</u> . Original contract Language will be used moving forward.	Rejected
18	The entire paragraph change under F is a substantive change in that it requires 1) electronic submission of syllabus, 2) by the first day of class, 3) requirement to use Blackboard shell for enhanced classes.	Stays in Proposal – <u>Item 4 of Administrations proposal – Contract Language request</u> - will Remove number 3 – Requirement to use BB Shell.	Accepted as modified
24	student hours	Removed from List of requested updates <u>Administration item 4 – Contract Language</u> . Original contract Language will be used moving forward.	Rejected
27	Addition of new positions is considered a substantive change. We both want the new positions in, but not necessarily at that compensation structure. Need to negotiate on that.	Removed from List of requested updates <u>Administration item 4 – Contract Language</u> . Original contract Language will be used moving forward.	Rejected
31	strikes out proctor in g. This is substantive. It is \$10 /hour people could be getting.	Removed from List of requested updates <u>Administration item 4 – Contract Language</u> . Original contract Language will be used moving forward.	Rejected
41-42	Changes to the implementation of tuition reimbursement plan are all considered substantial.	Removed from List of requested updates <u>Administration item 4 – Contract Language</u> . Original contract Language will be used moving forward.	Rejected
62	Remaining contactable is asubstantive change and also it's "contactable" not "contractable."	Removed from List of requested updates <u>Administration item 4 – Contract Language</u> . Original contract Language will be used moving forward.	Rejected

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67	Excluding college readiness lead instructors an chair is a substantive change. because they may come back.	Removed from List of requested updates <u>Administration item 4 – Contract Language</u> . Original contract Language will be used moving forward.	Rejected
70-76	Substantive and part of Administration's Item 1	Stays in Proposal – <u>Item 1 of Administrations proposal. Online Education Topic</u>	Accepted as modified
84	Substantive and part of Administration's Item 3	Stays in Proposal – <u>Item 3 of Administrations proposal. Job Description Review Topic</u>	Accepted as modified
84	Program Review Process	Removed from List of requested updates <u>Administration item 4 – Contract Language</u> . Original contract Language will be used moving forward.	Rejected
86-94	Substantive and part of Administration's Item 3	Stays in proposal – <u>Item 3 of Administrations Request. Job Description Review Topic</u>	Accepted as modified
All calendar changes	Substantive and part of Administration's Item 2	Stays in Proposal – <u>Item 2 of Administrations Request. Academic Calendar Topic</u>	Accepted as modified
123-126	Deletion of IPR and addition of ICCB program review	Removed from List of requested updates <u>Administration item 4 – Contract Language</u> . Original contract Language will be used moving forward.	Rejected

Simple Updates or Cosmetic Changes – AGREED

Page number	Change
3	vestigial language you want to clean up (like the RALPH stuff)
5	Could be a form 17 OR course assignment form
6	remove MOU
10	Could be a form 17 OR course assignment form. Hybrid classes counting towards F2F in 60/40 rule is acknowledgement of practice.
12	remove MOU (twice)

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16	Removal of qualification to teach
17	Could be a form 17 OR course assignment form
26	Repeat "and Associate Degree of Nursing" in point d. NOTE: TCFA proposed substantive changes to this portion of the contract in ITEM 1.
34	Strikeout is non controversial
54	Possible non controversial, but TCFA requires a clarification on the meaning of "institutional"
61	remove MOU
105	Address and phone number updates
121	remove MOU

Require More Scrutiny – AGREED	
65-66	Change made because coaches are no longer in this contract. This is substantive says Daniele because it removes an opportunity to work. Sean says no. Doesn't have to be in the contract to have the opportunity. This goes into the "need to look at this a little more" bucket. Carries over to 66.f
76	Could we add that faculty may request payment by other means than direct deposit, when extraordinary circumstances arise (e.g. identity theft, change of bank account, etc.)
Index	These changes are dependent upon the decision made on update/cosmetic vs. substantive changes in Administration point 4.

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