



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, February 27, 2018

- I. CALL TO ORDER** February 27, 2018 at 6:30 p.m.
Boardroom – A-300
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LIV**
[Minutes of the Regular Board Meeting of January 23, 2018, No. 11](#)
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
 - A. [Board Policy – First Reading](#)
[Student Affairs 5118 Graduation Requirements](#)
[Student Affairs 5265 Acceptance of Academic Credit](#)
 - B. [Action Exhibits](#)
[16054 Budget Transfers](#)
[16055 Certificate of Final Completion and Authorization of Final Payment](#)
[Building B Renovation](#)
[16056 Waiver of Facility Fee Request Chicago Region Trees Initiative](#)

- [16057 Classic Baseball, LLC Partnership Agreement](#)
- [16058 Tuition Modification for Specified Health Careers Programs – DMS, NUM, NUR, RAS, SRT](#)
- [16059 Clinical Affiliation Agreement with Generations at Elmwood Park](#)
- [16060 Clinical Affiliation Agreement with Advocate Sherman Hospital](#)
- [16061 Addendum to Clinical Affiliation Agreement with Rush University Medical Center](#)
- [16062 Clinical Affiliation Agreement with Northwestern Memorial HealthCare](#)
- [16063 Clinical Affiliation Agreement with West Suburban Medical Center/Vanguard River Forest Campus](#)
- [16064 Renewal of Memorandum of Understanding with Governors State University](#)
- [16065 Disposal of College Property: General Motors \(GM\) Owned Vehicles](#)
- [16066 Approval and Release of Closed Session Minutes of the Board of Trustees](#)
- [16067 Destruction of Closed Session Verbatim Recordings](#)

C. [Purchasing Schedules](#)

D. [Bills and Invoices](#)

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

F. [Human Resources Report](#)

XIV. COMMUNICATIONS – INFORMATION

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

XV. ADJOURNMENT



**Special Meeting of the
Board of Trustees**

Board Retreat – HLC Visit Preparation

Agenda

Tuesday, February 27, 2018

- | | |
|-----------------------------------|---|
| I. CALL TO ORDER | February 27, 2018 at 7:30 p.m. |
| II. ROLL CALL | or immediately following the Regular Meeting
Boardroom – A-300 |
| III. CITIZEN PARTICIPATION | |
| IV. HLC VISIT PREPARATION | |
| V. ADJOURNMENT | |

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:34 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Mr. Luke Casson, Ms. Dafne Henriquez, Mr. Glover Johnson, Ms. Donna Peluso, Mrs. Elizabeth Potter, Mr. Jay Reyes, Mr. Mark Stephens, Ms. Diane Viverito.

APPROVAL OF BOARD MINUTES

Ms. Viverito made a motion, seconded by Mrs. Potter, to approve the minutes of the Regular Board Meeting of December 19, 2017. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Faculty Association President Joe Dusek reported on a *One Book* event being held by Triton's Library in conjunction with Leyden High Schools on February 13 and 14. He also commented that faculty are looking forward to meeting in collective bargaining regarding a new agreement.

Mid-Management Association President Kay Frey reported that managers are busy welcoming students and planning/participating in events such as Welcome Back Week, TCSA Social, Job Fairs, and preparation for the HLC Visit March 5-6.

Classified Association President Renee Swanberg reported that classified staff are busy welcoming back students, happy to see the busy campus, and are starting to plan their In-Service.

Adjunct Faculty Association President Bill Justiz reported that adjuncts are busy with the start of the semester, and noted that an active adjunct will be inducted into Triton's Wall of Fame.

STUDENT SENATE REPORT

TCSA Vice President Lorenz Cagbabanua had no report. Ms. Henriquez reported that students are looking forward to this new semester.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito noted that the committee does not meet in January.

Finance/Maintenance & Operations

Ms. Peluso reported that the committee met on January 10, reviewed nine new business items and one purchasing schedule, and forwarded all items to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

Continuing Education Award: Vice President of Academic Affairs Debra Baker announced that Triton's Continuing Education division and Loyola Medical Center received a 2017 Exemplary Program Award for the Dialysis Technician Program by the Illinois Council for Continuing Education & Training. Dean of Continuing Education Paul Jensen and Triton's Center for Health Professionals Manager Katie Leonardo introduced and thanked representatives from the Loyola Dialysis Unit: Dean Baron, Bessie Baldovino, Evangaline Magooc, and Barb Klusa.

Quarterly Grants Report: Executive Director of Grants Development Sacella Smith provided highlights of the Quarterly Grants Report, including an NSF S-Stem award for \$650,000, \$400,000 award for scholarships in TRIUMPH, and an award for a meal pantry from American Family Insurance.

Strategic Plan Annual Report: Director of Planning & Accreditation Pamela Perry provided the following highlights of Strategic Plan accomplishments for 2017, which is year three of the seven year plan. Improvements in writing and math success rates under Increasing College Readiness reflects the work of faculty and staff in this area. Exciting work has occurred with changes to the Dual Credit process and funding received for our Math Lab. Under Improving College Completion, student satisfaction is high. The retention rate is on target, and was a real focus in the recent FY 19 Budget presentations, so work will progress in that area. Peer Mentoring Collaborative, COL 102, and Adjunct Faculty participating in professional development opportunities all show growth. For Closing Skill Gaps, the employer perception of job readiness of Triton students shows significant improvement. The benchmark goals in the Strategic Plan are very aggressive and become more challenging each year, so work will continue with assessments made and focus adjusted as needed.

PRESIDENT'S REPORT

President Mary-Rita Moore wished everyone a happy new year, noting that the college community is busy with the start of the spring semester, making sure our students know where resources are available and located. She encouraged everyone to remember our priorities and reach out to a student.

Ms. Moore reported that College Council is engaging in robust discussion about student success, strategic planning, and accreditation, and she appreciates their continued efforts. February is preparation month for the HLC Visit on March 5-6, and Council has formed a Mock Visit Team and a White Glove Team with representatives from across campus involved in getting the physical and virtual campus ready for the visit, as well as arming individuals with information they need to engage with the HLC Visiting Team. Preparation will occur for Trustees in February's Board Committee and Board meetings.

CHAIRMAN'S REPORT

Chairman Mark Stephens discussed the state budget situation and remains cautiously optimistic about state funding to be received. This will continue to be monitored.

Mr. Stephens reported that President Moore invited him into a meeting with Public Affairs/Marketing representatives, during which he stated the need to let everybody know what a great job Triton is doing. He suggested highlighting the college's outstanding faculty members as a marketing tool, which was agreed upon as a strategy to market the institution.

NEW BUSINESS

BOARD POLICY – Second Reading

Human Resources

4146 Americans With Disabilities Act

Mr. Johnson made a motion to enact new Board Policy 4146, seconded by Ms. Peluso. Voice vote carried the motion unanimously.

ACTION EXHIBITS

With leave of the Board, Ms. Peluso asked for the Action Exhibits to be taken as a group, including:

16044 Budget Transfers

**16045 Certificate of Final Completion and Authorization of Final Payment – Math Lab
Electrical Design Build**

16046 Certificate of Final Completion – CCTV System Upgrade Phases 3 & 4

16047 Certificate of Final Completion – Science Lab Emergency Gas Shutoff

16048 Renaming of Strieby Drive

Mrs. Potter made a motion to approve Action Exhibits 16044 through 16048, seconded by Mr. Reyes. Voice vote carried the motion unanimously.

16049 Professional Services Agreement with Dorgan Burcher & Phelps LLC

Mr. Stephens recused himself from the meeting after noting that Jack Dorgan is a Trustee in the Village of Rosemont. Ms. Peluso took over as chair of the meeting.

Mrs. Potter made a motion to approve Action Exhibit 16049, seconded by Mr. Johnson. Voice vote carried the motion 5-0 with Mr. Casson abstaining and the Student Trustee voting yes.

16050 Agreement with Rosemont Theatre

Mr. Stephens returned to the Boardroom and resumed as chair. Mr. Stephens read his letter that is part of this Action Exhibit stating that his company, which does cleaning for the Rosemont Theatre, will not be billing for their services for this event.

Ms. Viverito made a motion to approve Action Exhibit 16050, seconded by Ms. Peluso. Voice vote carried the motion unanimously.

The remaining Action Exhibits were taken as a group, including:

- 16051 Increase in Contractual Tuition for Courses Offered for IUOE Local 399 Educational Training Fund**
- 16052 Purchase Agreement with Educational Testing Services**
- 16053 Delta-Sonic, Inc. Lease Agreement**

Ms. Peluso made a motion to approve Action Exhibits 16051 through 16053, seconded by Mr. Johnson. Voice vote carried the motion unanimously.

PURCHASING SCHEDULES

B40.12 Indoor Running Track Renovations

Ms. Peluso made a motion to approve the Purchasing Schedule, seconded by Mr. Johnson. Voice vote carried the motion unanimously.

BILLS AND INVOICES

Ms. Peluso made a motion, seconded by Mr. Reyes, to pay the Bills and Invoices in the amount of \$1,497,880.49.

Roll Call Vote:

Affirmative: Mr. Casson, Ms. Henriquez, Mr. Johnson, Ms. Peluso, Mrs. Potter, Mr. Reyes, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes.

CLOSED SESSION

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

Roll Call Vote:

Affirmative: Mr. Casson, Ms. Henriquez, Mr. Johnson, Ms. Peluso, Mrs. Potter, Mr. Reyes, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes. The Board went into Closed Session at 7:15 p.m.

RETURN TO OPEN SESSION

Mr. Reyes made a motion to return to Open Session, seconded by Mrs. Potter.

Roll Call Vote:

Affirmative: Mr. Casson, Ms. Henriquez, Mr. Johnson, Ms. Peluso, Mrs. Potter, Mr. Reyes, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes. The Board returned to Open Session at 7:37 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

Ms. Peluso made a motion, seconded by Mrs. Potter, to approve page 1 of the Human Resources Report, items 1.1.01 through 1.3.01. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Ms. Peluso made a motion, seconded by Mr. Casson, to approve pages 2 through 4 of the Human Resources Report, items 2.1.01 through 2.5.01. Voice vote carried the motion unanimously.

3.0 Administration

Ms. Peluso made a motion, seconded by Ms. Viverito, to approve page 5 of the Human Resources Report, item 3.1.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Ms. Peluso made a motion, seconded by Mrs. Potter, to approve pages 6 and 7 of the Human Resources Report, items 4.1.01 through 4.6.02. Voice vote carried the motion unanimously.

5.0 Mid-Management

Ms. Peluso made a motion, seconded by Mr. Casson, to approve pages 8 and 9 of the Human Resources Report, items 5.1.01 through 5.4.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Ms. Peluso made a motion, seconded by Mr. Johnson, to approve pages 10 through 12 of the Human Resources Report, items 6.1.01 through 6.2.04. Voice vote carried the motion unanimously.

7.0 Other

Ms. Peluso made a motion, seconded by Mr. Johnson, to approve page 13 of the Human Resources Report, items 7.1.01 and 7.2.01. Voice vote carried the motion unanimously.

ADJOURNMENT

There being no further business before the Board, a motion was made by Ms. Viverito to adjourn the meeting, seconded by Ms. Peluso. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 7:42 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Diane Viverito
Board Secretary

Susan Page
Susan Page, Recording Secretary

TRITON COLLEGE, District 504
Board of Trustees

Meeting of February 27, 2018

POLICY SECTION Student Affairs

POLICY NO. 5118


First Reading ☒

Second Reading ☐

TITLE: GRADUATION REQUIREMENTS

PURPOSE: The Graduation Requirements policy changes are proposed to update and clarify residency requirements for a degree or certificate.

Submitted to Board by: _____


Debra Baker, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

STUDENT AFFAIRS

GRADUATION REQUIREMENTS

POLICY 5118

ADOPTED: 05/21/91

AMENDED: 05/18/93

AMENDED: 11/16/93

AMENDED:

Students seeking a degree, certificate, or advanced certificate at Triton College must satisfy all published graduation requirements. Additionally, students must adhere to the College's residency requirements for graduation with a degree or certificate. To meet the residency requirements, students must complete at least 15 of the credit hours required to earn a degree or 50% of the credit hours required for a certificate at Triton College.

It is the student's responsibility to *satisfy* ~~see that~~ all published graduation requirements ~~are satisfied~~. Students are *strongly* encouraged to consult with an advisor or counselor to monitor their educational progress.

A degree, career certificate, or advanced certificate is not automatically conferred upon completion of Triton College curriculum requirements. Candidates must file a Petition for Graduation ~~with the Records Evaluator~~ according to published deadline dates. Deadline dates are listed *on the College's website*, in the calendar section of the catalog, in the various college publications, and in the *Records Office of Admission*.

Students may earn a second associate's by completing the general education and program requirements for the second degree, as well as 15 additional credit hours that do not apply to the first degree.

Candidates for May graduation, as well as August and December graduates, are encouraged to participate in the annual commencement exercises held at the end of each spring semester. Students completing any degree or certificate program will have up to one year to participate in a commencement ceremony. Exceptions will be approved by the Vice President of Student Affairs *or designee*.

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

Meeting of February 27, 2018

POLICY SECTION Student Affairs

POLICY NO. 5265


First Reading ☒

Second Reading ☐

TITLE: ACCEPTANCE OF ACADEMIC CREDIT

PURPOSE: The Acceptance of Academic Credit policy changes are proposed to update and clarify residency requirements for a degree or certificate. Updates for the testing and prior learning are also included.

Submitted to Board by: _____


Debra Baker, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

STUDENT AFFAIRS

ACCEPTANCE OF ACADEMIC CREDIT

Page 1 of 2

POLICY 5265

ADOPTED: 04/23/91

AMENDED: 06/20/95

AMENDED: 08/23/05

AMENDED: 12/18/12

AMENDED:

Students ~~who are~~ seeking academic credit for courses completed at other institutions or through prior learning assessment must be currently enrolled in a degree or certificate program. Students must adhere to the Triton College residency requirements for graduation with a degree or certificate. To meet the residency requirements, students must complete *at least* 15 of the ~~last 18~~ credit hours *required to earn for a degree or* 50% of the credit hours required for a certificate, ~~including the last 6 credit hours at Triton College~~. The following conditions apply:

- Only those credits that are applicable to the student's curriculum at Triton College will be accepted.
- Transfer credit: Academic credit is generally accepted only from institutions that are accredited by one of the regional accrediting associations approved by the Council on Higher Education Accreditation.
- *College Level Examination Program (CLEP)*: Triton College follows the guidelines of the Illinois Community College Board in accepting credit from the general *CLEP* examinations ~~of College Level Examination Program~~. Students may earn up to 30 hours of credit through such examinations.
- *Dantes Subject Standardized Test (DSST)*: The College follows the recommendation of the American ~~College Council~~ on Education in granting academic credit for each successful completion of each *DSST* ~~Dantes Subject Standardized Test~~. Students may earn up to 30 credit hours through such examinations.
- Advanced Placement: Students may be granted college credit through successful performance on any of the Advanced Placement Tests of the College Entrance Examination Board.
- *International Baccalaureate*: Students may be granted college credit through successful performance on any of the *International Baccalaureate* exams.
- Proficiency Examinations: Academic credit or advanced placement may be granted following either a review of the content of specific courses or proficiency examination in compliance with individual department policies and subject to approval by the department chairperson and the appropriate dean.
- Portfolio Development Program: Students with documented prior life or work experience that demonstrates college level learning and translates into having mastered the content of a Triton course ~~may~~ apply to receive credit through the

TRITON COLLEGE BOARD POLICY

BOARD OF TRUSTEES, DISTRICT 504

STUDENT AFFAIRS

ACCEPTANCE OF ACADEMIC CREDIT

Page 2 of 2

POLICY 5265

ADOPTED: 04/23/91

AMENDED: 06/20/95

AMENDED: 08/23/05

AMENDED: 12/18/12

AMENDED:

portfolio development program in accordance with departmental policy.

- Military: The College follows the recommendation of the American Council on Education in granting four semester hours of undergraduate credit in physical education and two semester hours of credit for health for education received in Basic Training. In addition, courses completed in training may also be accepted for college credit.
- Sports participation: Two semester hours of credit may be granted in physical education to students for approved sports participation on college teams. Students must register for a class that corresponds to the varsity sport to receive credit. Credits for such sports participation may be only granted once for a given sport.

Other prior learning credit options may be considered. Students are responsible for submitting *petitions requesting the granting of such credit* and all required documentation to the Records Office ~~and petitions requesting the granting of such credit.~~ Credit awarded in this manner will be added to the semester hours earned but not the semester hours attempted or the grade points. Students may be allowed to apply prior learning assessment through credit-by-examination or portfolio development for a maximum of 50% of the required credit hours for degree or certificate completion.

Acceptance of all prior learning assessment credits are subject to departmental approval. Triton College cannot guarantee that credits awarded through prior learning assessment will be accepted by another institution.

TRITON COLLEGE, District 504
Board of Trustees

Meeting of February 27, 2018

ACTION EXHIBIT NO. 16054

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.

Submitted to Board by: Sean Sullivan
(Vice President) Sean O'Brien Sullivan

Board Officers' Signatures Required:

<u>Mark R. Stephens</u> Chairman	<u>Diane Viverito</u> Secretary	<u> </u> Date
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Related forms requiring signature: Yes No X

PROPOSED BUDGET TRANSFERS - FY 2018
FOR THE PERIOD 1/1/18 to 1/31/18

FROM		
ID#	AREA	ACCT #
EDUCATION FUND		
1	Social Science	01-10102045-550100010
2	PD-Program Development	01-20400530-580600005
3	Dean of Arts & Sciences	01-20801010-540200005
4	Human Resources	01-80400515-530900010
5	General Institutional	01-80600525-510900010
6	Library	01-20100510-510500005
7	Admission & Records	01-30100510-510600005

TO		
AREA	ACCT #	AMOUNT
Social Science	01-10102045-540600010	\$ 50.00
PD-Program Development	01-20400530-540100210	8,112.00
English	01-10102510-540200010	2,000.00
Human Resources	01-80400515-540200010	600.00
Dean Of Student Services	01-30800510-510200005	21,124.00
General Institutional	01-80600525-510900010	6,126.00
General Institutional	01-80600525-510900010	4,603.00
TOTAL EDUCATION FUND		\$ 42,615.00

FROM		
ID#	AREA	ACCT #
AUXILIARY FUND		
8	Athletic Facilities Rentals	05-70900510-530900010
9	Athletic Facilities Rentals	05-70900510-540400015

TO		
AREA	ACCT #	AMOUNT
Athletic Facilities Rentals	05-70900510-580700005	\$ 4,000.00
Athletic Facilities Rentals	05-70900510-580700005	2,000.00
TOTAL AUXILIARY FUND		\$ 6,000.00

FROM		
ID#	AREA	ACCT #
RESTRICTED FUND		
10	HIA-PERKINS	06-10205003-540900505

TO		
AREA	ACCT #	AMOUNT
HIA-PERKINS	06-10205003-580600005	\$ 7,700.00
TOTAL RESTRICTED FUND		\$ 7,700.00
TOTAL PROPOSED BUDGET TRANSFERS		\$ 56,315.00

Budget Transfer Form

Dollar Amount

\$50.00

Object Code Description

From what Budget Account

01 10102045 550100010

Social Science : Meeting Expense-Prof Dev

To what Budget Account

01 10102045 540600010

Social Science : Prof Dev-Publications & Dues

Is this a Grant?
Grant Accountant?Yes
() No
(X)Include Attachment? Yes
() No
(X)Rationale

This transfer moves funds to cover the costs of membership renewal for the Labor & Working Class History Association for a full-time faculty member. The funds are being transferred from one account associated with professional development to another similarly aligned account. This transfer of funds does not negatively affect the ability of any full-time faculty being able to register for upcoming conferences or other college-related travel.

Required Signatures

Requestor

DocuSigned by:
Bill Decker

1/8/2018

Cost Center Manager

DocuSigned by:
Bill Decker

1/8/2018

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:
Kevin Li

1/8/2018

Associate Vice President

DocuSigned by:
Cheryl Bowser-Antonelli

1/8/2018

Area Vice President

DocuSigned by:
Debra Baker

1/8/2018

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____

Entered by:

B3459.DS 1/10/18

Budget Transfer Form			
Dollar Amount	\$8112.00		
From what Budget Account	01 - 20400530 - 580600005	Object Code Description Program Development-Equipment-Instructional >5K	
To what Budget Account	01 - 20400530 - 540100210	Instructional Supplies	
Is this a Grant?	Yes () No (X)	Include Attachment?	Yes () No (X)
Grant Accountant?			
Rationale Transfer from Program Development: Equipment-Instructional >5K to Program Development: Instructional Supplies is needed to fund Non-Capital Equipment purchases. There is enough money in the Program Development: Equipment-Instructional >5K to fund the remainder of the fiscal year.			
Required Signatures			
Requestor	DocuSigned by: missy cabrera 70A6C000523147E	1/10/2018	
Cost Center Manager	DocuSigned by: Beth Cliffl 70A6C000523147E	1/12/2018	
Associate Dean (If Applicable)			
Dean (If Applicable)	DocuSigned by: [Signature] 70A6C000523147E	1/12/2018	
Associate Vice President	DocuSigned by: Cheryl Antonich 70A6C000523147E	1/12/2018	
Area Vice President	DocuSigned by: Debra Baker 70A6C000523147E	1/12/2018	
BUSINESS OFFICE APPROVALS			
Grant Accountant:			
Asst. Director of Finance			
Exec. Director of Finance:	[Signature]		
AVP of Finance:	[Signature]		
VP of Business Services:	[Signature]		
Entered by:	B39660251/18/18		

<u>Budget Transfer Form</u>			
Dollar Amount	<u>\$2000.00</u>		
	Object Code Description		
From what Budget Account	<u>01</u> - <u>20801010</u> - <u>540200005</u>	<u>Dean Arts & Sciences: Printing</u>	
To what Budget Account	<u>01</u> - <u>10102510</u> - <u>540200010</u>	<u>English: Copier Charge</u>	
Is this a Grant?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Include Attachment? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Grant Accountant?			
Rationale			
The English Department requires more funds to provide for copies by faculty. Please allow a transfer of funds from the Dean of Arts & Sciences: Printing account to supplement the English: Copier Charge.			
Required Signatures			
Requestor	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small> <i>Edison Mangano</i> <small>DocuSign Envelope ID: 107E9051F83436</small> </div> <div>1/29/2018</div> </div>		
Cost Center Manager	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small> <i>Michael Flaherty</i> <small>DocuSign Envelope ID: 107E9051F83436</small> </div> <div>2/5/2018</div> </div>		
Associate Dean (If Applicable)			
Dean (If Applicable)	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small> <i>Kevin Li</i> <small>DocuSign Envelope ID: 107E9051F83436</small> </div> <div>2/5/2018</div> </div>		
Associate Vice President	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small> <i>Cheryl Antonich</i> <small>DocuSign Envelope ID: 107E9051F83436</small> </div> <div>2/5/2018</div> </div>		
Area Vice President	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small> <i>John G. Byle</i> <small>DocuSign Envelope ID: 107E9051F83436</small> </div> <div>2/5/2018</div> </div>		
BUSINESS OFFICE APPROVALS			
Grant Accountant: _____			
Asst. Director of Finance: _____			
Exec. Director of Finance: _____			
AVP of Finance: _____			
VP of Business Services: <i>[Signature]</i> 2/5/18			
			Entered by: <u>B3481 DS</u> 2/6/18

<u>Budget Transfer Form</u>			
Dollar Amount	\$600.00		
From what Budget Account	01 - 80400515 - 530900010	Object Code Description Human Resources:Other Contractual Services	
To what Budget Account	01 - 80400515 - 540200010	Human Resources:Copier Charge	
Is this a Grant?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Include Attachment? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Grant Accountant?			
Rationale			
Transfer from Human Resources:Other Contractual Services to Human Resources:Copier Charge is needed because there was more printing and copying this Fiscal Year. There is enough money in Human Resources:Other Contractual Services to last the remainder of the Fiscal Year.			
Required Signatures			
Requestor	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Danielle Stephens</i> <small>01230047562490</small> </div> <div style="margin-left: 20px;">1/26/2018</div>		
Cost Center Manager	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Joe Klingner</i> <small>01230047562490</small> </div> <div style="margin-left: 20px;">1/26/2018</div>		
Associate Dean (If Applicable)	_____		
Dean (If Applicable)	_____		
Associate Vice President	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Garrick Abeghian</i> <small>01230047562490</small> </div> <div style="margin-left: 20px;">1/29/2018</div>		
Area Vice President	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Sean Sullivan</i> <small>01230047562490</small> </div> <div style="margin-left: 20px;">1/30/2018</div>		
BUSINESS OFFICE APPROVALS			
Grant Accountant: _____			
Asst. Director of Finance _____			
Exec. Director of Finance: _____			
AVP of Finance: _____			
VP of Business Services: _____			
		Entered by: <i>B3478 DS 1/31/18</i>	

<u>Budget Transfer Form</u>			
Dollar Amount	\$21,124.00		
	Object Code Description		
From what Budget Account	01 80600525 510900010	<u>General Institutional : Salary Lapse</u>	
To what Budget Account	01 30800510 510200005	<u>Dean of Student Services :Professional/Tech</u>	
Is this a Grant?	Yes No () (X)	Include Attachment?	Yes No () (X)
Grant Accountant?			
Rationale			
Transfer from General Institutional:Salary Lapse to Dean Of Student Services:Professional/Tech to pay the remainder of a grant employee's salary out of operating dollars (December-June 2018).			
Required Signatures			
Requestor	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Danielle Stephens</i> <small>ET036KALCCE0K</small> </div> <div style="float: right; text-align: right;">1/22/2018</div>		
Cost Center Manager	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Garrick Abney</i> <small>1BE52EAC7810450</small> </div> <div style="float: right; text-align: right;">1/29/2018</div>		
Associate Dean (If Applicable)	_____		
Dean (If Applicable)	_____		
Associate Vice President	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Sean Sullivan</i> <small>BC0F040404</small> </div> <div style="float: right; text-align: right;">1/30/2018</div>		
Area Vice President	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Mary Rita Moore</i> <small>AD0C1C709E128</small> </div> <div style="float: right; text-align: right;">2/1/2018</div>		
BUSINESS OFFICE APPROVALS			
Grant Accountant: _____			
Asst. Director of Finance _____			
Exec. Director of Finance: _____			
AVP of Finance: _____			
VP of Business Services: <i>Sean</i> 2/1/18			
		Entered by: <i>B3480 DS</i> 2/5/18	

<u>Budget Transfer Form</u>			
Dollar Amount	<u>\$6,126</u>		
	Object Code Description		
From what Budget Account	<u>01</u> - <u>20100510</u> - <u>510500005</u>	<u>Classified salary</u>	
To what Budget Account	<u>01</u> - <u>80600525</u> - <u>510900010</u>	<u>Salary Lapse</u>	
	Is this a Grant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Include Attachment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Grant Accountant?			
Rationale			
Salary Lapse for the position of Library Technology and Circulation Assistant, period 11/1/17 - 2/28/18.			
Required Signatures			
Requestor	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Jennifer Davidas</i> <small>3010P28C6CCE4271</small> </div> <div style="float: right;">2/1/2018</div>		
Cost Center Manager	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Joe Klinger</i> <small>0123C6A7082E490</small> </div> <div style="float: right;">2/1/2018</div>		
Associate Dean (If Applicable)	_____		
Dean (If Applicable)	_____		
Associate Vice President	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Garrick Abeykian</i> <small>00120202701503</small> </div> <div style="float: right;">2/1/2018</div>		
Area Vice President	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Sean Sullivan</i> <small>0122202516C11AT</small> </div> <div style="float: right;">2/1/2018</div>		
BUSINESS OFFICE APPROVALS			
Grant Accountant: _____			
Asst. Director of Finance _____			
Exec. Director of Finance: _____			
AVP of Finance: _____			
VP of Business Services: _____			
		Entered by: <u>B3482 DS 2/6/18</u>	

<u>Budget Transfer Form</u>			
Dollar Amount	<u>\$4,603</u>		
	Object Code Description		
From what Budget Account	01 - 30100510 - 510600005	<u>Classified Salary</u>	
To what Budget Account	01 - 80600525 - 510900010	<u>Salary Lapse</u>	
Is this a Grant?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Include Attachment? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Grant Accountant?			
Rationale			
Salary Lapse for the position of Health Careers Information Specialist, period 11/1/17 - 2/28/18.			
Required Signatures			
Requestor	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Jennifer Dasidas</i> <small>2/1/2018 10:00:00 AM</small> </div> <div style="margin-left: 20px;">2/1/2018</div>		
Cost Center Manager	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Joe Klingon</i> <small>D123C0A7D02E490</small> </div> <div style="margin-left: 20px;">2/1/2018</div>		
Associate Dean (If Applicable)	_____		
Dean (If Applicable)	_____		
Associate Vice President	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Garrick Abregian</i> <small>D123C0A7D02E490</small> </div> <div style="margin-left: 20px;">2/1/2018</div>		
Area Vice President	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Sean Sullivan</i> <small>D123C0A7D02E490</small> </div> <div style="margin-left: 20px;">2/1/2018</div>		
BUSINESS OFFICE APPROVALS			
Grant Accountant: _____			
Asst. Director of Finance _____			
Exec. Director of Finance: _____			
AVP of Finance: _____			
VP of Business Services: _____			
		Entered by: <u>B3483 DS</u> 2/6/18	

<u>Budget Transfer Form</u>			
Dollar Amount	<u>\$4,000.00</u>		
From what Budget Account	05 - <u>70900510</u> - <u>530900010</u>	Object Code Description <u>Athletic Facilities Rentals:Other Contractual</u>	
To what Budget Account	05 - <u>70900510</u> - <u>580700005</u>	<u>Athletic Facilities Rentals:Service Equipment >5</u>	
Is this a Grant?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Include Attachment? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Grant Accountant?			
Rationale			
Transfer from Athletic Facilities Rentals : Other Contractual Services to Athletic Facilities Rentals : Service Equipment >5K is needed to buy a Medical Golf Cart for the Athletic Fields. There is enough money in Athletic Facilities Rentals : Other Contractual Services to cover the remainder of the Fiscal Year.			
Required Signatures			
Requestor	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Danielle Stephens</i> <small>1/24/2018</small> </div>		
Cost Center Manager	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Jim Reynolds</i> <small>1/24/2018</small> </div>		
Associate Dean (If Applicable)	_____		
Dean (If Applicable)	_____		
Associate Vice President	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Garrick Abeytjan</i> <small>1/29/2018</small> </div>		
Area Vice President	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <i>Sean Sullivan</i> <small>1/30/2018</small> </div>		
BUSINESS OFFICE APPROVALS			
Grant Accountant: _____ Asst. Director of Finance: _____ Exec. Director of Finance: _____ AVP of Finance: _____ VP of Business Services: <i>[Signature]</i> <u>1/31/18</u>			
Entered by: <u>B3476 DS 1/31/18</u>			

Budget Transfer Form			
Dollar Amount	<u>\$2,000.00</u>		
	Object Code Description		
From what Budget Account	05 - 70900510 - 540400015	Athletic Facilities Rentals:Repair Materials	
To what Budget Account	05 - 70900510 - 580700005	Athletic Facilities Rentals:Service Equipment>5K	
	Is this a Grant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Include Attachment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Grant Accountant?			
Rationale			
Transfer from Athletic Facilities Rentals : Repair Materials & Supplies to Athletic Facilities Rentals : Service Equipment >5K is needed to buy a Medical Golf Cart for the Athletic Fields. There is enough money in Athletic Facilities Rentals : Repair Materials & Supplies to cover the remainder of the Fiscal Year.			
Required Signatures			
Requestor	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>Decalsigned by:</small> Danielle Stephens </div> <div style="float: right;">1/24/2018</div>		
Cost Center Manager	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>Decalsigned by:</small> Jim Reynolds </div> <div style="float: right;">1/24/2018</div>		
Associate Dean (If Applicable)	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>Decalsigned by:</small> _____ </div>		
Dean (If Applicable)	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>Decalsigned by:</small> _____ </div>		
Associate Vice President	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>Decalsigned by:</small> Garnick Abegyan </div> <div style="float: right;">1/29/2018</div>		
Area Vice President	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>Decalsigned by:</small> Sean Sullivan </div> <div style="float: right;">1/30/2018</div>		
BUSINESS OFFICE APPROVALS			
Grant Accountant: _____			
Asst. Director of Finance _____			
Exec. Director of Finance: _____			
AVP of Finance: _____			
VP of Business Services: _____			
		Entered by: B3477 DS 1/31/18	

<u>Budget Transfer Form</u>			
Dollar Amount	<u>\$7,700.00</u>		
From what Budget Account	06 <u>10205003</u> <u>540900505</u>	Object Code Description <u>other materials and supplies</u>	
To what Budget Account	06 <u>10205003</u> <u>580600005</u>	<u>Equipment</u>	
<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;">PM</div> <div> Is this a Grant? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Grant Accountant? Robert Mungerson </div> </div>		Include Attachment? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Rationale These funds are from the Perkins Grant Fund. According to the approved Perkins Grant for equipment, there should be 16k available. It was placed in the other materials and supplies account instead. These funds will be used to purchase a range and salamander from Trimark for the HIA main kitchen according to the Perkins Grant that was approved in August 2017.			
Required Signatures			
Requestor	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;"> <small>Digitally signed by:</small> <i>Denise Smith-Gabart</i> </div> <div>1/8/2018</div> </div>		
Cost Center Manager	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;"> <small>Digitally signed by:</small> <i>Denise Smith-Gabart</i> </div> <div>1/8/2018</div> </div>		
Associate Dean (If Applicable)			
Dean (If Applicable)	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;"> <small>Digitally signed by:</small> <i>Henry Boluke</i> </div> <div>1/16/2018</div> </div>		
Associate Vice President	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;"> <small>Digitally signed by:</small> <i>Debra Baker</i> </div> <div>1/16/2018</div> </div>		
Area Vice President	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;"> <small>Digitally signed by:</small> <i>Debra Baker</i> </div> <div>1/16/2018</div> </div>		
BUSINESS OFFICE APPROVALS			
Grant Accountant:	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 10px;"> <small>Digitally signed by:</small> <i>[Signature]</i> </div> </div>		
Asst. Director of Finance	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 10px;"> <small>Digitally signed by:</small> <i>[Signature]</i> </div> </div>		
Exec. Director of Finance:	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 10px;"> <small>Digitally signed by:</small> <i>[Signature]</i> </div> </div>		
AVP of Finance:			
VP of Business Services:	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 10px;"> <small>Digitally signed by:</small> <i>[Signature]</i> </div> <div>1/19/18</div> </div>		
		Entered by: <u>B3470 DS 1/24/18</u>	

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

Meeting of February 27, 2018

ACTION EXHIBIT NO. 16055

**SUBJECT: CERTIFICATE OF FINAL COMPLETION AND AUTHORIZATION OF
FINAL PAYMENT FOR THE BUILDING B RENOVATION**

RECOMMENDATION: That the Board of Trustees approve the Certificate of Final Completion and Final Pay Application of \$20,000 for the bond-funded Building B Renovation. Total renovation cost including A/E was \$8,235,633.

RATIONALE: Arcon Associates has reviewed the Certificate of Final Completion, Final Waivers of Lien, and Final Payment Application. Total renovation cost including A/E was \$8,235,633. Original contract amount of \$8,235,633 and total construction cost was \$8,235,633. This project came in at budget with no saving or overage costs to Triton.

Submitted to Board by: Sean Sullivan
(Vice President) Sean O'Brien Sullivan

Board Officers' Signatures Required:

<u>Mark R. Stephens</u> Chairman	<u>Diane Viverito</u> Secretary	<u> </u> Date
-------------------------------------	------------------------------------	-------------------------------------

Related forms requiring signature: Yes X No

Certificate of Final Acceptance

Project:

Building B Renovation
Triton College
2000 Fifth Ave.
River Grove, IL 60171

Architect: ARCON Associates**Architect's Project Number:** 16016**Contractor:**

Happ Builders, Inc.
28 LeBaron Street
Waukegan, IL 60085

Contract Date: 9/27/2016**Date of Issuance:** 2/27/2018**Project or designated portion shall include:** Entire Project – no exceptions.

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

SIGNATURES

Architect ARCON Associates**By** 
Gaspare Pitrello**Date** 01/31/18**Contractor** Happ Builders**By** 
Matt Happ**Date** 1/31/18**Owner** Triton College**By** 
John Lambrecht**Date** 1-31-18**Owner** Triton College**By** _____
Mark Stephens
Board Chairman**Date** 2/27/18



**CHICAGO
REGION
TREES
INITIATIVE**

Our Trees.
Our Communities.
Our Future.

CRTI Partner Events

APRIL 2018

April 4 and 5- CRTI Urban Forestry Basic Training at Triton College in River Grove. CRTI's full day, hands on training event for non-forestry professionals who work with trees. Our expert-led sessions will include important forestry topics such as safety, tree selection, planting and pruning, the importance of roots and bark, providing proper tree care, and avoiding tree damage during construction. The second day will be an optional training focused on chainsaw basics and safety. The event, held twice each year in locations around the region, cost \$25 and include lunch and training materials. Registration will open in late winter.

April 27- Happy Arbor Day!

TRITON COLLEGE, District 504
Board of Trustees

Meeting of February 27, 2018

ACTION EXHIBIT NO. 16057

SUBJECT: CLASSIC BASEBALL, LLC
PARTNERSHIP AGREEMENT

RECOMMENDATION: That the Board of Trustees approve a Partnership Agreement with Classic Baseball, LLC as an “Athletic Facility Partner” with Triton College. Classic Baseball seeks a five (5) year Partnership Agreement for use of the Triton College Baseball Field to conduct college baseball showcases and will provide the College annual payments totaling \$37,000 over the 5-year period.

RATIONALE: Classic Baseball, LLC showcases top high school baseball athletes to over 100 national college coaches and is now in its 20th year of operation. This four (4) day showcase will bring over 250 area high school baseball players and their families to Triton allowing the College to heavily promote Triton College, its facilities, create campus exposure and allow Triton College baseball coaching staff to meet quality athletes at a premier event on Triton’s campus. All high school baseball coaches in the State of Illinois are invited to nominate top talent for the showcase. In recognition of Triton as a co-sponsor, up to two skill-qualified athletes from each Triton College district public high school will be admitted to the showcase at a greatly reduced fee of \$10/per athlete.

Submitted to Board by: Sean Sullivan
(Vice President) Sean O’Brien Sullivan

Board Officers’ Signatures Required:

<hr style="border: none; border-top: 1px solid black;"/> Mark R. Stephens Chairman	<hr style="border: none; border-top: 1px solid black;"/> Diane Viverito Secretary	<hr style="border: none; border-top: 1px solid black;"/> Date
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Related forms requiring signature: Yes X No

**CLASSIC BASEBALL & TRITON COLLEGE
ATHLETIC FIELD PARTNERSHIP AGREEMENT**

<u>Agreement Length</u>	<u>Annual Payments</u>	<u>Maximum Annual Usage</u>	<u>Facility</u>
5 Years	Year 1 \$6,400 Year 2 \$6,900 Year 3 \$7,400 Year 4 \$7,900 Year 5 \$8,400	48 Hours* *see exhibit A	Baseball Field

This "Partnership Agreement", to benefit both organizations, is entered into by Classic Baseball, LLC, (hereafter "Classic") and Community College District 504, commonly known as Triton College, (hereafter "Triton") establishing a Triton College Athletic Field Partnership for the Triton College Baseball Field.

The Partnership Agreement shall be for a term of five (5) years beginning June 12, 2018 and terminating June 17, 2022. The terms and conditions of this Partnership Agreement are as set forth below.

1. Classic Financial Obligations:

- a. Classic shall pay Triton Thirty Seven Thousand (\$37,000) dollars over five (5) years. Such payment shall be made in progressive prorates to Triton, annually, on or before May 15, 2018 , and March 31st of each subsequent year. Such payment shall be the sole and exclusive consideration paid to Triton for the usage provided to Classic herein.
- b. Classic shall receive a maximum of up to 48 hours of baseball field time annually for drills or scrimmages limited to dates, field schedule, and hours as set forth herein. Such hours shall not accrue or otherwise cumulative year over year.
- c. Classic shall allow up to two (2) skill level qualified athletes from each Triton College district high school to be admitted to the Showcase each year for a reduced charge of \$10.00 per player.
- d. For any event, Classic 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. Event Cancellation

- a. Triton, in its sole discretion, has the right to cancel any previously booked Classic event for rescheduling of Triton postponed games or the scheduling of Triton playoff games, team playoff practices and related activities.
- b. Triton may, in its sole discretion, determine that any facility is unplayable.
- c. In the event of such cancellation as set forth in Section 2a or 2b above, Classic shall be rescheduled to the first, mutually agreeable, available opportunity during the current season.

3. Field and Facility Conditions

- a. Triton shall provide Classic with access to bathrooms, scoreboards, field lighting, training room (for ice), and PA systems of the facility at no additional charge, contingent upon Classic's guarantee of proper use and care of ancillary equipment and Classic's acknowledgment of liability for damage, repair, recalibration or other such maintenance caused by their usage or which occurs during the scheduled Classic time 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. Classic shall reimburse the actual cost of wages paid Triton.
- b. Triton shall complete all standard field and facility preparation and shall provide standard field equipment for Classic set-up, use and care.
- 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.
- d. Triton shall be permitted to offer concessions during the events. All concession sales shall be retained by Triton or its concessionaire.
- e. Classic to provide athletic trainers at the sole expense and supervision by Classic.
- f. Classic to provide any officials and instructors at the sole expense and supervision by Classic.
- g. Classic may charge a reasonable admission charge to spectators attending any Classic event on the Baseball Field. All such fees shall be retained by Classic. However, Triton shall bear no responsibility for refunding any admission charge or fees previously collected by Classic in the event of cancellation. Triton College students possessing current Triton College student identification shall be permitted to attend any and all Classic events without charge or fee.
- h. Parking:
 - 1. Classic cannot charge for Parking on Triton's campus
 - 2. Triton Students attending classes on the East campus during event times must be permitted to park in the R and/or T lots

4. Signage Authorization and Regulation

- a. Classic 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. Classic 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 Classic'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

5. 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 Classic, or their Board of managing authority. Items and issues not specifically addressed under this Agreement must be approved in writing by Triton in advance to enactment.

6. 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 6, this Agreement may not be terminated.

Classic shall have cause to terminate this Agreement only in the event that the Triton College Baseball Field or associated facilities as referenced in Section 3a of this Agreement are deemed, by Triton in its sole discretion, to be permanently and irrevocably damaged.

Triton shall have cause to terminate this Agreement based upon Classic's material breach of the terms and conditions of this Agreement, failure to pay by due date; failure to pay for any damages as provided herein assessed as a result of Classic'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 Classic'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 Classic. Classic shall be granted one (1) period of ten (10) business days during the life of this Partnership to cure any of the above referenced event giving rise to termination.

7. Taxes

Classic assumes full responsibility for the payment of all federal, state, and local taxes incurred by Classic as a result of this Agreement.

8. 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 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.

9. Licenses and Authorization

Classic 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.

10. 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.

11. Non-Discrimination

Classic 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.

12. Sexual Harassment

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

13. Drug Free Workplace

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

14. 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.

15. Classic Indemnification Obligations:

- a. Classic 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 Classic'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 Classic guest, including, but not limited to, faculty, staff, students, business invitees, community invitees, licensees, employees, independent contractors, and visitors.
- b. Classic 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 Classic, its officers, agents, or employees, under this Partnership agreement.

16. Classic Insurance Obligations:

- a. Classic shall provide evidence of insurance, naming Triton College, District No. 504, Triton College Trustees, and Triton College employees as additional insured 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 Classic which provide coverage for the activities conducted by Classic on any Triton property at any time.
- b. Classic shall provide Triton an annual Certificate of Insurance, 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.
- c. In the event that no certificate of named insurance is presented or in force, no Classic event can be held, but all the terms and conditions of this Partnership Agreement remain in full force and effect.

17. Rules and Regulations

Classic shall abide by all facility rules & regulations set forth by Triton.

18. 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.

19. Notices

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

If to Classic: Dominic Savino
 Classic Baseball, LLC
 Managing Director
 1890 S. Falcon Dr.
 Libertyville, IL 60048

If to Triton: Mr. Sean Sullivan
 Vice President
 Triton College

2000 Fifth Avenue
River Grove, IL 60171

cc: Kusper & Raucci Chartered
33 North Dearborn Street, Suite 1530
Chicago, IL 60602

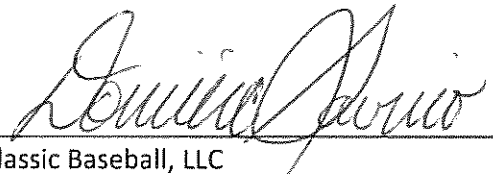
20. Governing Law

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.


21. Time is of the essence of the Agreement.

22. Execution

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



Classic Baseball, LLC
Dominic Savino



Date

Triton College
Mark Stephens, Chairman
Triton College Board of Trustees

Date

Exhibit A

Dates of Classic Baseball Showcases

June 12-15, 2018

June 11-14, 2019

June 16-19, 2020

June 15-18, 2021

June 14-17, 2022

TRITON COLLEGE, District 504
Board of Trustees

Meeting of February 27, 2018

ACTION EXHIBIT NO. 16058

SUBJECT: TUITION MODIFICATION FOR SPECIFIED
HEALTH CAREERS PROGRAMS - DMS, NUM, NUR, RAS, SRT

RECOMMENDATION: That the Board of Trustees approve the recommended increase in tuition for all students in the Diagnostic Medical Sonography (DMS); Nuclear Medicine Technology (NUM); Nursing (NUR); Radiologic Technology (RAS); and Surgical Technology (SRT) programs. Beginning Fall Semester of 2018, the rate of \$195 per credit hour is for in-district students and \$360 per credit hour for out-of-district students with scheduled \$5 increases in Fall 2019 (\$200) and Fall 2020 (\$205). New revenue to the College is estimated at \$335,268 annually over the three (3) years.

RATIONALE: Nursing (NUR) tuition is currently scheduled at \$195 for Fall 2018. DMS, NUM, RAS, and SRT will be modified to set one unified rate of tuition for these five (5) programs. State funding issues require Triton to perform ongoing analyses of all user payment levels in order to maintain a competitive position within local markets and to support college-wide academic programming.

Submitted to Board by: Sean Sullivan
(Vice President) Sean O'Brien Sullivan

Board Officers' Signatures Required:

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Mark R. Stephens Chairman	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Diane Viverito Secretary	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date
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Related forms requiring signature: Yes ☐ No ☒

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

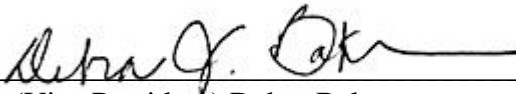
Meeting of February 27, 2018

ACTION EXHIBIT NO. 16059

**SUBJECT: CLINICAL AFFILIATION AGREEMENT
WITH GENERATIONS AT ELMWOOD PARK**

RECOMMENDATION: That the Board of Trustees approve the Clinical Affiliation Agreement between Generations at Elmwood Park and Triton College. This Agreement will become effective on February 28, 2018 and shall have an initial term of one (1) year. This Agreement will automatically renew for additional one (1) year terms unless it is cancelled by either party upon written notice of one (1) semester or five (5) months, whichever is less, to the other party with or without cause. Students currently enrolled at that point will be allowed to complete their clinical assignments. There is no cost to the college for this Agreement.

RATIONALE: This Affiliation Agreement will enable students in Triton College's Nursing and Nursing Assistant programs to participate in clinical education experiences at the Generations at Elmwood Park facility. This is Triton's standard agreement which Generations at Elmwood Park has accepted without edits.

Submitted to Board by: 
(Vice President) Debra Baker

Board Officers' Signatures Required:

<hr/> Mark R. Stephens Chairman	<hr/> Diane Viverito Secretary	<hr/> Date
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Related forms requiring signature: Yes X No

**COOPERATIVE AGREEMENT
BETWEEN
GENERATIONS AT ELMWOOD PARK,
AND
TRITON COLLEGE, DISTRICT #504, RIVER GROVE, ILLINOIS**

Agreement made by and between **Generations at Elmwood Park** hereinafter referred to as "Hospital" and **Triton College**, hereinafter referred to as "**Triton**".

In consideration of the mutual promises and agreements hereinafter set forth, Hospital and Triton agree as follows:

I. GENERAL PROVISIONS:

- A. This affiliation is for the sole and limited purpose of providing clinical training in Program to students enrolled at Triton under the auspices of Hospital.
 - 1. Associate Degree Nursing
 - 2. Nursing Assistant
- B. Nothing herein shall be deemed to create any association, partnership, or joint venture between Hospital and Triton.
- C. Students or trainees enrolled at Triton who participate in this program at Hospital shall be referred to herein as "students". Employees of Triton who are involved in the instruction or supervision of the training of the students shall be referred to herein as "faculty". Nothing herein shall be deemed to create an employee-employer relationship between the students and Hospital or faculty and Hospital, and such students and faculty are not to be considered as employees of Hospital for any purpose, and are not entitled to any of the benefits that accrue to or are provided by Hospital to its employees. Further, none of the benefits of employment at Triton shall accrue to any employee of Hospital, including the accrual of tenure.
- D. No student, faculty or staff will be discriminated against by either party hereto on the basis of sex, race, creed, religion, national origin, age, or disability or any other factor as protected by law, rule or regulation in any aspect of this affiliation.
- E. Triton shall maintain in force for the duration of this Agreement comprehensive malpractice or professional liability insurance providing coverage against all claims, demands, loss of judgments arising out of any act or omission of students or faculty, with respect to the rendering or failure to render medical or nursing treatment or any other health-related care, and the administration of drugs or use of medical supplies, apparatus, appliances and equipment. This policy shall provide coverage against the

aforementioned risks in the amount of not less than two million dollars (\$2,000,000) per occurrence, and five million dollars (\$5,000,000) aggregate. Triton will provide proof of insurance to Hospital upon request.

Hospital shall maintain in force for the duration of this Agreement comprehensive malpractice or professional liability insurance providing coverage against all claims, demands, loss of judgments arising out of any act or omission of students or faculty, with respect to the rendering or failure to render medical or nursing treatment or any other health-related care, and the administration of drugs or use of medical supplies, apparatus, appliances and equipment. This policy shall provide coverage against the aforementioned risks in the amount of not less than two million dollars (\$2,000,000) per occurrence, and five million dollars (\$5,000,000) aggregate. Hospital will provide proof of insurance to Triton upon request.

- F. Hospital agrees to hold harmless and indemnify Triton, its officers, trustees, faculty, employees, agents and students against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton, its officers, trustees, faculty, employees, agents and students, including reasonable attorney's fees and expenses, arising out of the acts or omissions of Hospital, its officers, agents, faculty or employees, under this Agreement.

Triton agrees to hold harmless and indemnify Hospital against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Hospital, including reasonable attorney's fees and expenses, arising out of the acts or omissions of Triton, its trustees, officers, agents, students, faculty or employees, under this Agreement.

II. HOSPITAL SHALL:

- A. Maintain the standards required for approval and/or accreditation for the educational program(s).
- B. Make available, and permit the use of, the following by Triton faculty and students:
1. Patient care and patient service facilities, clinical areas;
 2. Rooms, or areas, in which groups of students may hold discussions and receive clinical instruction;
 3. Supplies and equipment commonly available for patient care, and sources of information for educational purposes;
 4. Conference room and library.

- C. Provide emergency medical care in cases of accidents occurring on duty; however, all students are solely responsible for their own medical fees.
- D. Designate a member of its staff qualified in Program to serve as coordinator. The coordinator will represent Hospital in matters related to Program.
- E. Provide services of its staff when/where possible on a guest lecturer basis with the mutual agreement of Hospital and Triton.
- F. Assure that students, while performing as such, will not replace members of Hospital staff.

III. TRITON SHALL:

- A. Assume responsibility for any necessary approval by the Illinois Community College Board.
- B. Provide qualified faculty members, who are competent practitioners.
- C. Plan all clinical instruction, hours, days, and places of assignment in cooperation with, and with the approval of, the Medical Director of the Department or his/her designated representative.
- D. Be responsible for student grading.
- E. Advise students of the requirement to observe policies, procedures, and other regulations imposed by Hospital in connection with professional conduct and patient welfare. These rules and regulations shall be covered by the immediate supervisor of the students during the first day of clinical study and/or during the orientation. Hospital may resolve any problem situation in favor of the patient's welfare and restrict, limit, or end student involvement until any incident in question can be clarified by Hospital staff and any involved faculty member. Triton shall withdraw, upon recommendation, any student(s) who fail(s) to meet the standards agreed upon.
- F. Make all reasonable efforts to assure that students will be subject to the authority, policies, and regulations of Hospital.
- G. Advise students of the requirement to submit complete physical examination forms, as required by Hospital.

- H. Comply with the removal of a student from Hospital if after a conference it is the reasonable opinion of Hospital that the student's performance or conduct is detrimental to patients or Hospital personnel.
- I. Require students to carry hospitalization insurance.
- J. Require students to maintain current CPR certification

IV. HOSPITAL AND TRITON SHALL:

- A. Jointly develop a clinical instruction guide designed to meet the educational aims of the entire Program curriculum. The clinical instruction guide shall describe the proposed clinical areas, patient care, and patient service facilities to be utilized by Triton.
- B. Have the right to request conferences to be scheduled at regular intervals for the purpose of planning, discussing, and enhancing the Program.

V. IT IS FURTHER AGREED THAT:

- A. The terms and conditions of the Agreement may be amended, deleted, or new provisions added from time to time upon written agreement of the authorized agents of the parties.
- B. This writing shall constitute the sole agreement between the parties.
- C. This Agreement shall commence upon execution by duly authorized officer of the parties hereto, in their official capacities only, and shall have an initial term of one (1) year.
- D. This Agreement will automatically renew for additional one (1) year terms unless either party provides notice of intent to terminate the Agreement as provided herein.
- E. Either party may terminate the Agreement upon written notice of one (1) semester or five (5) months, whichever is less, to the other party with or without cause. Any students enrolled in a clinical experience at the time of termination shall be permitted to complete the then current clinical rotation under the terms and conditions stated herein.
- F. This Agreement shall be construed under the laws of Illinois. If any provision shall be invalid under such laws, such invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly. All disputes shall be resolved in the Circuit Court of Cook County.

- G. Each of the parties hereto, and the individuals executing the Agreement for them, represent to the other party that they have the requisite power and authority to make and enter into this agreement and to perform its obligations thereunder, and that this agreement does not violate any provisions of the corporate charter or bylaws of any corporate party or any statute, act, or ordinance under which any unincorporated institution party hereto is organized, or violate any agreement or commitment executed or made by any party.
- H. Hospital assumes full responsibility for the payment of all federal, state and local taxes incurred by Hospital as a result of this Agreement.
- I. This Agreement is executed by an authorized representative of Triton College in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- J. Hospital represents that it possesses all professional or business licenses required by law, if any, and all qualifications and accreditations necessary to fully perform its obligations.
- K. In no event shall either party be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings.
- L. Hospital certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- M. If Hospital has more than 25 employees, Hospital certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.
- N. Time is of the essence of this Agreement.
- O. Notices required to be sent hereunder shall be sent by prepaid registered mail with return receipt requested, and are effective upon receipt.

NOTICES TO HOSPITAL SHALL BE SENT TO:

Collette Hoffman RN
Director of Nursing
7733 West Grand Avenue
Elmwood Park, Illinois 60707

NOTICES TO TRITON COLLEGE SHALL BE SENT TO:

Triton College
2000 North Fifth Avenue, RM H-120
River Grove, Illinois 60171
Attn: Dr. Susan Campos
Dean of Health Careers and Public Service Programs
Facsimile: (708) 779-4902

With a copy to:

Sarie Winner
Kusper & Raucci Chartered
30 North LaSalle Street
Suite 3400
Chicago, Illinois 60602

FOR GENERATIONS AT ELMWOOD PARK:



TITLE Colleen R. Swanson
LNHA Administrator

DATE

1/8/18

FOR TRITON COLLEGE:

TITLE Mark R. Stephens, Chairman

TITLE Diane Viverito, Secretary

DATE

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

Meeting of February 27, 2018

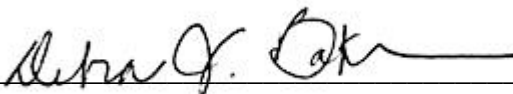
ACTION EXHIBIT NO. 16060

**SUBJECT: CLINICAL AFFILIATION AGREEMENT
WITH ADVOCATE SHERMAN HOSPITAL**

RECOMMENDATION: That the Board of Trustees approve the Clinical Affiliation Agreement between Advocate Sherman Hospital and Triton College. This Agreement will become effective on March 1, 2018 and shall have a term of three (3) years, expiring on February 28, 2021. Before that time either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. Students currently enrolled at that point will be allowed to complete their clinical assignments. There is no cost to the college for this Agreement.

RATIONALE: This Affiliation Agreement will enable students in Triton College's Diagnostic Medical Sonography programs to participate in clinical education experiences at Advocate Sherman Hospital. This is the Advocate Sherman Hospital Standard Agreement and no changes will be accepted. Recommendation is made to accept this as a business decision.

Submitted to Board by: _____


(Vice President) Debra Baker

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes X

No

**AFFILIATION AGREEMENT
BETWEEN
TRITON COLLEGE
AND
ADVOCATE SHERMAN HOSPITAL**

This Affiliation Agreement (the “**Agreement**”) is entered into on the 1st day of March, 2018 (“**Effective Date**”), by and between Advocate Sherman Hospital (“**Advocate**” or “**Facility**”), an Illinois not-for-profit corporation, and Illinois Community College 504, commonly known as Triton College (the “**School**”).

WHEREAS, the School desires to utilize various Advocate sites, set forth in Exhibit A that may be available for the purpose of providing practical learning and clinical experiences for programs set forth in Exhibit B in connection with students of the School.

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

This Agreement is entered into to enable School to apply for clinical placements for School’s students at Advocate sites. This Agreement does not guarantee that any specific Advocate site will accept School’s students for requested placement(s) or that experiences for all programs will be available at all sites.

I. SCHOOL RESPONSIBILITIES:

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

B. Insurance.

1. Student professional and general liability insurance.

(a) Other Colleges and Universities

School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practicum to maintain a personal student professional liability insurance policy. Such policy shall have limits for professional liability insurance of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

(b) State Colleges and Universities located in Illinois

If the School is a state college or university located within Illinois, the School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practical learning and clinical educational experience to maintain a personal student professional liability insurance policy. Such professional liability insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience.

(i) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(ii) In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

2. **Student Health Insurance.** School shall require students participating in the practical learning and clinical educational experience to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

3. **Facility Insurance.** Facility shall maintain during this Agreement professional liability insurance in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate, and general liability insurance in amounts not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate. Further, Facility shall maintain workers compensation insurance in amounts not less than that required by statute. Facility may be self-insured.

C. Designation of liaison to Facility; communications relating to clinical placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the practical learning and clinical experience will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances. The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

D. Evidence of student certifications, vaccinations, etc. As required by the Facility, the School shall provide evidence that each student has met all requirements, which may include, but are not limited to, CPR certification, proof of absence of TB, hepatitis B vaccination, Tdap vaccination, annual flu vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB and general HIPAA training. Facility may update these requirements upon written notice to School. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.

E. Criminal background check and drug screen compliance. Where applicable, a criminal background check and a drug screen, as required by and acceptable to the Facility, are required of each placed student prior to participation in the practical learning and clinical educational experience. It is the School's responsibility to ensure that the background check and drug screening have been

completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by Facility's policy.

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

1. Follow the administrative policies, standards, and practices of the Facility.
2. Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
3. Provide his/her own transportation and living arrangements.
4. Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
5. Conform to the standards and practices established by the School while functioning at the Facility.
6. Obtain prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience.
7. Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.

G. Accreditation. As required by Facility, School represents that it is and, for the term of this Agreement, will be (a) approved by the Illinois Board of Higher Education, or similar body for the state in which the School is located, and (b) accredited by an accrediting body that is recognized by Council for Higher Education Accreditation or the U.S. Department of Education. School will provide Facility with copies of all accreditations upon request. In the event accreditation is lost, suspended, or otherwise restricted, School shall notify Facility, in writing, within three (3) business days. Facility may, at its sole discretion, suspend or terminate this Agreement if School fails to maintain its accreditation.

II. FACILITY RESPONSIBILITIES:

A. Provision of facilities for supervised clinical experiences. Subject to the ability of Facility to accommodate School's request, which Facility shall determine in its sole discretion, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised practical learning and clinical educational experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures. Facility shall provide faculty and students with an orientation to Facility, including HIPAA training.

B. Facility rules applicable to students during clinical assignments. Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of practical learning and clinical educational experience, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.

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

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

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

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

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

H. Provision of relevant Facility policies. The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the practical learning and clinical educational experience.

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

III. OTHER RESPONSIBILITIES:

A. Compliance with patient privacy laws. The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. Further, School shall require that students and

faculty de-identify all documents created and/or utilized for educational purposes outside of Facility. This shall include, at a minimum, removal of patient name, date of birth, address, medical record number, insurance information, social security number and other personal information that could be used to identify a patient.

B. Determination of instructional period. The course of the practical learning and clinical educational experience will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

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

D. Evaluation of students' clinical experiences. Evaluation of the practical learning and clinical educational experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current practical learning and clinical educational experiences offered to students.

E. Removal of students.

(a) The School has the right to remove a student from a practical learning and clinical educational experience. The School shall notify the Facility of such removal in writing.

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

IV. TERM OF AGREEMENT:

The term of this Agreement shall be for three (3) years, to commence on **March 1, 2018** and terminate on **February 28, 2021**. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

V. ADDITIONAL TERMS:

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

B. Qualifications of School faculty. The School represents that relevant faculty members are appropriately qualified, certified and/or licensed. The School will provide the Facility with copies of evidence of qualifications, certifications or licensures, upon request.

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

D. Excluded Providers. Each party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.

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

F. Non-Discrimination. The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

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

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

If to the Facility: Advocate Sherman Hospital
1425 North Randall Road
Elgin, Illinois 60162
Attention: President

With a Copy to: Advocate Health Care
3075 Highland Parkway
Suite 600
Downers Grove, Illinois 60515
Attention: Senior Vice President & General Counsel

If to the School: Triton College
2000 Fifth Avenue
River Grove, Illinois 60171
Attention: Susan Campos, Ph.D., CNMT
Dean of Health Careers and Public Service
(708) 456-0300 x 3712
susancampos@triton.edu

With a Copy to: Kuser & Raucci Chartered
33 North Dearborn Street
Suite 1500
Chicago, Illinois 60602

Any party may change the address for notice by notifying the other party, in writing, of the new address.

I. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, as of the Effective Date.

ADVOCATE SHERMAN HOSPITAL

**ILLINOIS COMMUNITY COLLEGE 504,
commonly known as TRITON COLLEGE**

By: _____
Linda Deering Dean
President

By: _____
Mark R. Stephens
Chairman

By: _____
Diane Viverito
Secretary

EXHIBIT A

NAME/LOCATION OF FACILITY SITES

Advocate Sherman Hospital
1425 North Randall Road
Elgin, Illinois 60162

EXHIBIT B

NAMES OF PROGRAMS

Diagnostic Medical Sonography

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

Meeting of February 27, 2018

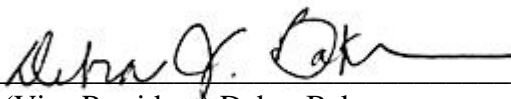
ACTION EXHIBIT NO. 16061

**SUBJECT: ADDENDUM TO CLINICAL AFFILIATION AGREEMENT
WITH RUSH UNIVERSITY MEDICAL CENTER**

RECOMMENDATION: That the Board of Trustees approve the Clinical Affiliation Agreement Addendum between RUSH University Medical Center and Triton College. This Addendum is to the original Agreement dated July 16, 2013 and will become effective on April 1, 2018 and shall have an initial term of one (1) year. This Addendum will automatically renew for successive one year periods for up to four (4) years after the initial period, expiring on March 31, 2022. Before that time either party may terminate this Addendum at any time, with or without cause, upon ninety (90) days prior written notice to the other party. Students currently enrolled at that point will be allowed to complete their clinical assignments. There is no cost to the college for this Agreement.

RATIONALE: This Affiliation Agreement Addendum will enable students in Triton College's Nuclear Medicine Technology, Ophthalmic Technician, Surgical Technology and Sterile Processing programs to participate in clinical education experiences at RUSH University Medical Center.

Submitted to Board by: _____


(Vice President) Debra Baker

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes X No

**Addendum to Triton College
Educational Agreement with RUSH University Medical Center
(Action Exhibit #15198, approved July 16, 2013):**

The Parties agree to add "Nuclear Medicine Technology, Ophthalmic Technician, Surgical Technology and Sterile Processing" to the list of Triton College Health Career programs participating in clinical rotations at RUSH University Medical Center for the term of the Agreement for Student Placement in a Practice Setting (hereinafter the "Agreement"), entered into by the Parties on July 16, 2013.

The Preamble of the Agreement, on page 2 shall be revised and shall now read as follows:

WHEREAS, School wishes to provide a professional experience for student(s) in Health Career Programs; Nuclear Medicine Technology, Ophthalmic Technician, Surgical Technology and Sterile Processing, ("Student(s)") and has asked Facility to assist in providing that experience; and

Also #29 on page 8 shall be revised and shall now read as follows:

*This Agreement shall commence on April 1, 2018 and continue in force and effect for a period of one year thereafter (initial period). **After the initial period, this Agreement shall automatically renew for successive one year periods for up to four (4) years after the initial period.** Either party may terminate this Agreement at anytime by giving the other party ninety (90) days advanced written notice. Any students enrolled at the time of the termination shall be permitted to complete the then current clinical rotation under the terms and conditions set forth herein.*

Unless stated herein, all other terms and conditions of the Agreement shall remain unchanged. In the event of a conflict between this Addendum and the Agreement, this Addendum shall prevail.

In witness thereof, a duly authorized representative of Triton College and a duly authorized representative of the RUSH University Medical Center execute this Agreement in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

FOR THE COLLEGE:

**Triton College
River Grove, Illinois**

SIGNATURE ATTESTING

Mark R. Stephens
Chairman, Triton College Board of Trustees

Date

FOR HOSPITAL:

**RUSH University Medical Center
Chicago, Illinois**

SIGNATURE ATTESTING

Charlotte Royeen
Dean, College of Health Sciences
RUSH University

Date

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

Meeting of February 27, 2018

ACTION EXHIBIT NO. 16062

**SUBJECT: CLINICAL AFFILIATION AGREEMENT
WITH NORTHWESTERN MEMORIAL HEALTHCARE**

RECOMMENDATION: That the Board of Trustees approve the Clinical Affiliation Agreement between Northwestern Memorial HealthCare and Triton College. This Agreement will become effective on March 1, 2018 and shall have a term of three (3) years, expiring on February 28, 2021. Before that time either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. Students currently enrolled at that point will be allowed to complete their clinical assignments. There is no cost to the college for this Agreement.

RATIONALE: This Affiliation Agreement will enable students in Triton College's Diagnostic Medical Sonography programs to participate in clinical education experiences at Northwestern Memorial HealthCare facilities. This is the Northwestern Memorial HealthCare standard Agreement and no changes will be accepted. Recommendation is made to accept this as a business decision.

Submitted to Board by: _____


(Vice President) Debra Baker

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Diane Viverito
Secretary**

Date

Related forms requiring signature: Yes X No

STUDENT AFFILIATION AGREEMENT

THIS STUDENT AFFILIATION AGREEMENT (the “**Agreement**”) is entered into this 28th day of February, 2018, by and between **Northwestern Memorial HealthCare** on behalf of its Affiliates, Central DuPage Hospital Association doing business as Northwestern Medicine Central DuPage Hospital; Delnor Community Hospital doing business as Northwestern Medicine Delnor Hospital; Central DuPage Physician Group doing business as Northwestern Medicine Regional Medical Group and Living Well Cancer Resource Center; Illinois Proton Center, LCC doing business as Northwestern Medicine Chicago Proton Center; PACHS II doing business as Northwestern Medicine Occupational Health, and Community Nursing Service of DuPage County doing business as Northwestern Medicine Home Health & Hospice (the “**Facility**”) and **Community College District 504**, commonly known as **Triton College**, (the “**School**”) (Facility and School individually, a “**Party**” and collectively, the “**Parties**”).

WHEREAS, Facility and its affiliated corporations mentioned above (the “**Affiliates**”) are engaged in providing health care services;

WHEREAS, the Affiliates include Central DuPage Hospital, Delnor-Community Hospital and Cadence Physician Group; and any entity which directly or indirectly controls, is controlled by, or is under common control with System for as long as such relationship remains in effect, each of which are intended third party beneficiaries of this Agreement; and

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

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

A. SCHOOL RESPONSIBILITIES:

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

2. Student Professional Liability Insurance.

(a) Other Colleges and Universities.

Unless otherwise specified in Exhibit C, the School shall maintain provide proof to the Facility of professional liability insurance policy of at least Two Million Dollars (\$2,000,000.00) per occurrence or claim and Five Million Dollars (\$5,000,000.00) in the aggregate; and general liability coverage of at least Two Million Dollars (\$2,000,000) per

occurrence or claim and Five Million Dollars (\$5,000,000) in the aggregate covering the acts of such students while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the program. The School shall inform students of the requirement to maintain comprehensive health insurance. In the event that the insurance coverage required under this Section 2(a) is not provided or is canceled, the Facility may terminate the placement of the student.

3. Designation of Liaison to Facility; Communications Relating to Clinical Placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the educational program will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances. The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

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

5. Criminal Background Check and Drug Screen Compliance. Where applicable, a criminal background check and drug screen, as specified in Exhibit C, and as required by and acceptable to the Facility, are required of each placed student prior to participation in the clinical rotation. It is the School's responsibility to inform students of the obligation to complete the background checks and drug screenings. School inform Students that Facility will prohibit participation at sites where students' results are forbidden by policy.

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

- (a) Follow the administrative policies, standards, and practices of the Facility;
- (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility;
- (c) Provide his/her own transportation and living arrangements;
- (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility;
- (e) Conform to the standards and practices established by the School while functioning at the Facility;

(f) Obtain prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience, which shall not be unreasonably denied or withheld; and

(g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional code of ethics and the applicable standards of the Joint Commission and/or other relevant accrediting or regulatory bodies.

B. FACILITY RESPONSIBILITIES:

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

2. **Facility Rules Applicable to Students During Clinical Assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.

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

4. **Emergency Treatment of Students.** Emergency outpatient treatment will be available to students while in the Facility and/or Affiliate site for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedures will be followed. The student is solely responsible for bearing the cost of the emergency treatment.

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

6. **Identity and Credentials of Facility Supervising Personnel.** The Facility and/or the application Affiliate shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.

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

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

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

10. **Insurance Requirements.** Unless otherwise specified in Exhibit C, the Facility shall maintain and shall provide proof to the School of professional liability insurance policy of at least Two Million Dollars (\$2,000,000.00) per occurrence or claim and Five Million Dollars (\$5,000,000.00) in the aggregate; and general liability coverage of at least Two Million Dollars (\$2,000,000) per occurrence or claim and Five Million Dollars (\$5,000,000). Such insurance coverage may be provided through a self-insurance program. Facility shall provide School with a certificate of insurance as specified above and naming the School as an additional insured.

C. OTHER RESPONSIBILITIES:

1. **Compliance With Patient Privacy Laws.** The School agrees to abide by and require that its staff, faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The Parties will notify one another if there are known breaches of this confidentiality. If, during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate ("**Business Associate**") as described in the federal privacy regulations, the School shall, upon a date mutually agreed by the Parties, abide by the conditions and requirements as stated in Exhibit D through the remainder of the term of this Agreement.

2. **Determination of Instructional Period.** The course of instruction will cover a period of time as arranged between the School and the Facility and/or applicable Affiliate. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

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

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

5. **Removal of Students.**

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

(b) The Facility and/or the applicable Affiliate may immediately remove any student participating in a clinical education program from the Facility's and/or the Affiliate's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such an event, the Facility shall notify the School verbally and in writing of its actions within one (1) day and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

D. TERM:

The term of this Agreement shall be for three (3) years, to commence on **March 1, 2018** and terminate on **February 28, 2021**. Either Party may terminate this Agreement at any time, with or without cause, upon ninety (90) days' prior written notice to the other Party. Upon termination or expiration of this Agreement, students who are participating in the clinical learning experiences at the time of such termination or expiration shall be allowed to complete such assignment under the terms and conditions herein set forth.

E. ADDITIONAL TERMS:

1. **Stipulations as to Liability.** Subject to applicable state law, neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other Party, or its officers, trustees, agents, employees and students. Where Workers' Compensation or another obligation

for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

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

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

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

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

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

7. **Non-Discrimination.** The Parties hereto shall abide by the requirements of the Civil Rights Act of 1964, the Americans with Disabilities Act, as amended, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation or handicap in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement. Each Party certifies that it is an equal opportunity employer.

Each Party certifies that it maintains a written sexual harassment and Drug Free Workplace policies.

8. **Employment Status.** No assigned student or School faculty member under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such

student or faculty member be entitled to any fringe benefits, Workers' Compensation, disability benefits or other rights normally afforded to employees of the Facility.

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

9. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:	Northwestern Memorial HealthCare 25 N Winfield Road Winfield, IL 60190 ATTN: Ruth Thurston
With a copy to:	Office of General Counsel 211 E. Ontario St. Suite 1800 Chicago, IL 60601
If to the School:	Debra J. Baker, VP Academic Affairs Triton College 2000 Fifth Avenue River Grove, IL 60171
With a copy to:	Sarie Winner Kusper & Raucci Chartered 33 North Dearborn Street, Suite 1530 Chicago, Illinois 60602

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

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

12. **No Third-Party Beneficiaries.** Except as otherwise specified herein, this Agreement shall inure exclusively to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this

Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

13. **Agreement Binding on Parties, Successors and Assigns.** This Agreement shall be binding upon the School and the Facility and/or the applicable Affiliate(s), their successors, employees, agents and assigns, during the term of this Agreement and any extensions thereof.

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

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

Northwestern Memorial HealthCare

On behalf of its Affiliates:

Central DuPage Hospital Association

Delnor Community Hospital

Central DuPage Physician Group

Illinois Proton Center, LCC

PACHS II

Community Nursing Service of DuPage County

Community College District 504

By: Debra O'Donnell MS, RN, NEA-BC

Senior Vice President of Clinical Services/
Chief Nursing Executive

Date: _____

By: Mark R. Stephens

Its: Chairman, Board of Trustees

Date: _____

By: Corinne Haviley RN, MS, PhD

Vice President of Clinical Services/
Chief Nursing Executive

Date: _____

By: Diane Viverito

Its: Secretary, Board of Trustees

Date: _____

EXHIBIT A

Facility Site(s)

Northwestern Medicine Central DuPage Hospital
Northwestern Medicine Delnor Hospital
Northwestern Medicine Convenient Care
Northwestern Medicine Cancer Center Warrenville
Northwestern Medicine Cancer Center Delnor
Northwestern Medicine Regional Medical Group
Northwestern Medicine Chicago Proton Center
Northwestern Medicine Occupational Health
Northwestern Medicine Home Health & Hospice
LivingWell Cancer Resource Center, part of Northwestern Medicine

EXHIBIT B

Program List

Diagnostic Medical Sonography

EXHIBIT C

Program Specific Requirements

(Each program shall have its own program specific requirement checklist)

Facility: See Exhibit A

School: Triton College

Program: See Exhibit B

Facility Requires:

	Yes	No
1. Proof of student professional and general liability insurance (Section 2)	X	<input type="checkbox"/>
2. Proof of comprehensive health insurance (Section 2)	X	<input type="checkbox"/>
3. Verification that students have met requirements listed in Section A(4):		
a. Current CPR health care provider card	X	<input type="checkbox"/>
b. Hepatitis vaccination	X	<input type="checkbox"/>
c. OSHA compliance for prevention of transmission of blood born pathogens and TB	X	<input type="checkbox"/>
d. Other Facility requires a Proof of Immunity Form to be completed on each student that will be at the facility. The requirements listed on the form are as follows: Proof of Immunity to Mumps, Proof of Immunity to Rubella, Proof of Immunity to Rubeola, Proof of Immunity to Varicella, Proof TB test within last year (Quantiferon Gold preferred), Proof of Flu vaccination within last 12 months, Proof of Tdap (if providing direct patient care).	X	<input type="checkbox"/>
4. Criminal background check (Section A(5))	X	<input type="checkbox"/>
If yes, type of check: fingerprint or non-fingerprint check		
5. Drug screen (Section A(5))	X	<input type="checkbox"/>
If yes, type of screening: 10 panel urine test , at minimum is preferred		
6. Acceptance of faith-based provision addendum (if included)	<input type="checkbox"/>	<input type="checkbox"/>
7. Evidence of relevant faculties' certifications or licensures (Section E(3))	<input type="checkbox"/>	<input type="checkbox"/>
8. Additional insurance coverage required under Section E(2)	X	<input type="checkbox"/>
If yes, type of insurance and coverage required: If faculty will be on site at facility with students, Professional Liability Insurance is required for faculty and school with the limits stated in Section A.2 (1,000,000.00/\$3,000,000.00). Worker's Compensation Coverage is also required for faculty on site at facility with students.		
9. Other_____	<input type="checkbox"/>	<input type="checkbox"/>

School Requires:

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

EXHIBIT D

Confidentiality of Protected Health Information

1. Definitions.

The following definitions apply to this Exhibit D to the Agreement.

- a. Business Associate. "**Business Associate**" shall mean **Triton College**.
- b. Facility. "**Facility**" shall mean **CDH-Delnor Health System**.
- c. Individual. "**Individual**" shall refer to a patient and have all the same meaning as the term "individual" in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- d. Privacy Rule. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- e. Protected Health Information. Protected Health Information ("**PHI**") shall have the same meaning as the term "PHI" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Facility.
- f. Required By Law. "**Required By Law**" shall have the same meaning as the term "required by law" in 45 CFR §164.501.
- g. Secretary. "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his designee.
- h. Capital Terms. All other capital terms referenced herein shall bear the meaning ascribed thereto in the Agreement.

2. Obligations of Business Associate.

- a. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.
- d. Business Associate agrees to report to the Facility any use or disclosure of the PHI not provided for by the Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Facility, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. If Business Associate obtains PHI in a Designated Record Set, Business Associate shall provide access, at the request of the Facility, and in the mutually agreed time and manner, to any such PHI in a Designated Record Set, to the Facility or, as directed by the Facility, to an Individual in order to meet the requirements under 45 CFR §164.524.

g. If Business Associate obtains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Facility directs or agrees to pursuant to 45 CFR §164.526 at the request of the Facility or an Individual, and in the mutually agreed time and manner.

h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Facility, available to the Facility or to the Secretary, in a mutually agreed time and manner or as designated by the Secretary, for purposes of the Secretary determining the Facility's compliance with the Privacy Rule.

i. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

j. Business Associate agrees to provide to the Facility or an Individual, in a mutually agreed time and manner, PHI obtained in accordance with this Agreement, to permit the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

3. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in the Agreement, Business Associate may use or disclose PHI to perform functions related to the clinical portion of the Affiliation, provided that such use or disclosure would not violate the Privacy Rule if done by the Facility or the minimum necessary policies and procedures of the Facility.

4. **Obligations of the Facility and Provisions for the Facility to Inform Business Associate of Privacy Practices and Restrictions if Relevant to Business Arrangement.**

a. The Facility shall notify Business Associate of any limitation(s) in its notice of privacy practices of Facility in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. The Facility shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. The Facility shall notify Business Associate of any restriction to the use or disclosure of PHI that the Facility has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. **Permissible Requests by the Facility.** The Facility shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Facility.
6. **Term and Termination.**
- a. **Term.** The obligations of this Attachment shall be effective upon the same date as the Effective date of the Agreement and shall continue until all PHI provided by Facility to Business Associate, or created or received by Business Associate on behalf of the Facility, is destroyed or returned to Facility. If it is infeasible to return or destroy PHI, all protections are extended to such PHI, in accordance with the termination provisions in this Section of the Attachment.
- b. **Termination for Cause.** Upon the Facility's knowledge of a material breach of this Attachment by Business Associate, the Facility shall either:
- (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by and to the satisfaction of the Facility;
- (ii) Immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (iii) If neither termination nor cure is feasible, the Facility shall report the violation to the Secretary.
- c. Except as provided in Section 7 of this Attachment, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all PHI received from the Facility, or created or received by Business Associate on behalf of the Facility. If Business Associate destroys all or some of the PHI, Business Associate shall deliver to the Facility an authorized and executed Affidavit, attesting to the facts of such destruction.. Business Associate shall retain no copies of the PHI. This subsection shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate
- d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Facility notification of the conditions that make return or destruction infeasible. Upon mutual agreement between Business Associate and the Facility, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Attachment to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
7. **Interpretation.** Any ambiguity in this Attachment shall be resolved to permit the Facility and the School to comply with the Privacy Rule.

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

Meeting of February 27, 2018

ACTION EXHIBIT NO. 16063

**SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH
WEST SUBURBAN MEDICAL CENTER /VANGUARD RIVER FOREST
CAMPUS**

RECOMMENDATION: That the Board of Trustees approve the Clinical Affiliation Agreement between West Suburban Medical Center/Vanguard River Forest Campus and Triton College. This Agreement will become effective on April 1, 2018 and shall have a term of five (5) years and shall thereafter be automatically extended for additional terms of one (1) year each until terminated. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party. Students currently enrolled at that point will be allowed to complete their clinical assignments, but not to exceed five (5) months. There is no cost to the college for this Agreement.

RATIONALE: This Affiliation Agreement will enable students in Triton College's Health Career programs to participate in clinical education experiences at West Suburban Medical Center/Vanguard River Forest Campus. This is the West Suburban Medical Center/Vanguard River Forest Campus Standard Agreement and no changes will be accepted. Recommendation is made to accept this as a business decision.

Submitted to Board by: _____



(Vice President) Debra Baker

Board Officers' Signatures Required:

_____ Mark R. Stephens Chairman	_____ Diane Viverito Secretary	_____ Date
Related forms requiring signature: Yes <u> X </u> No <u> </u>		

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of the later of February 1, 2018, or the execution of the Agreement by both parties (the “Effective Date”) between Community College District 504, commonly known as **Triton College** (“School”), and VHS West Suburban Medical Center, Inc., and VHS Acquisition Subsidiary Number 4, Inc., each a Delaware corporation doing business as **West Suburban Medical Center** and **Vanguard River Forest Campus** respectively (“Hospital”).

RECITALS:

A School offers to enrolled students educational programs in the fields indicated on Exhibit A, attached hereto and incorporated herein.

B Hospital operates a comprehensive inpatient facility licensed in the State of Illinois (“State”).

C School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations.

D Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital (“Program”), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital’s Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises (“Program Participants”) shall be accountable to Hospital’s Administrator. School shall be responsible for informing all Program Participants of the obligation to comply with the terms of this Agreement.

b. **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit B, and a Statement of Confidentiality in the form attached hereto as Exhibit C.

c. **Health of Program Participants.** School shall require all participating students to provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital or School be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** School shall inform students of the requirement to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. **OSHA Compliance.** School shall inform all Program Participants of the responsibility for compliance with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. Program Participant shall be responsible for providing Hospital with documentation of having received the hepatitis B vaccination or a declination in accordance with the Regulations.

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, Hospital shall require that the individual view a videotape regarding Hospital's patient information privacy policies and practices (the "Video") in its entirety and achieve a passing score (as defined by Hospital from time to time) on the questions at the end of the Video. Hospital shall maintain training records for a minimum of six years, including, without limitation, the names of those students, School employees, agents, representatives and faculty members that viewed the Video, date and time that each viewed the Video and the score that each received on the questions at the end of the Video ("Training Records").

h. **Background Verifications.** School acknowledges each Program Participant shall be required to submit to a complete background check to Hospital as a condition of participation in the Program. School shall inform each Program Participant of the requirement to provide a copy of the completed background check to Hospital prior to the commencement of any Program Participant's participation in the Program. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and, if requested by Hospital, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or SAM exclusion list and (4) any other element required by Hospital to meet state law requirements. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable background.

i. **Drug Screens.** Drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

j. **Indemnification.** School shall indemnify and hold Hospital harmless from and against any and all liability and costs, including attorneys' fees, resulting from a breach of Subsection 7.d. by School, Program Participants, School's agents or subcontractors.

2. **RESPONSIBILITIES OF HOSPITAL.**

a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

c. **Indemnification.** Hospital shall indemnify and hold School, its officers, trustees, employees, agents and students harmless from and against any and all liability and costs, including attorneys' fees, resulting from a breach of this Agreement by Hospital, its officers, employees, agents or subcontractors.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School. Hospital employees shall be treated as partners with School with no expectation of receiving compensation, employment, or the benefits of employment, including the accrual of tenure, from School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

c. In no event shall either party be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior. Hospital shall inform School of such removal, in writing, within 48 hours.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's reasonable discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. Each party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Hospital employee shall look to School for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification. However, with respect to disability, the disability must not be

such as would, even with reasonable accommodation, in and of itself preclude the effective participation in the Program.

Each party agrees to comply with the Illinois Human Rights Act and the Illinois Drug Free Workplace Act, including the requirements to maintain a sexual harassment policy.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital ("Confidential Information"). School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public. As between Hospital, its affiliates, and School, any Confidential Information of Hospital or its affiliates or Data provided to or learned by School for any purpose, in connection with any software pursuant to this Agreement, shall be deemed to be the exclusive property of Hospital. In no event shall School claim any rights with respect to such Confidential Information or Data or take any action with respect to such Confidential Information or Data that is inconsistent with the duties of a bailee for hire or in addition to the services School is authorized to provide under this Agreement, without prior written consent of Hospital or its affiliates. Additionally, School shall not use, authorize to use or disclose the Data received from Hospital for the purpose of developing information or statistical compilations for use by third parties or other division or subsidiary of School or for any commercial exploitation, unless otherwise agreed upon in writing by Hospital or its affiliates. Moreover, School hereby waives any and all statutory and common law liens it may now or hereafter have with respect to data derived from Hospital's or any of its affiliate's Confidential Information or Data. For purposes hereof, "Data" means all tangible data elements belonging to Hospital or its affiliates under the terms of this Agreement. Data specifically includes, but is not limited to, patient identification information, patient medical records, financial information, business forecasts, personnel information, customer lists, marketing information, Medicare, Medicaid and other payor information, reimbursement information, and other information relating to the business of Hospital or any affiliate thereof or their respective patients, clients or customers. The restrictions and limitations contained herein shall not, in any manner, be a limitation on the School's obligation to comply with legal obligations of disclosure, including such disclosures pursuant to a Freedom of Information request.

b. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law, rule, regulation or open meeting requirement, or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure, except as required by law, rule or regulation, of the terms of this Agreement shall be a material breach of this Agreement and shall provide

Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **Privacy of Health Information.** School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes or as otherwise required by law. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such

agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **INSURANCE.**

a. School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such coverage to

include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall provide coverage on behalf of Program Participants (students). Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$2,000,000 per occurrence and \$5,000,000 in the aggregate. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage and naming the other as an additional insured for the duration of this Agreement.

b. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Both School and Hospital agree to endorse such policy to (1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

c. School shall require Program Participants (students) to secure health insurance coverage.

d. School and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of

incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. **TERM.** The term of this Agreement ("Term"), shall be five (5) years commencing on the Effective Date. At the end of the Term and any Term Extension (as defined herein), the Term shall be automatically extended for additional terms of one (1) year each (a "Term Extension"), unless either party provides the other with written notice of termination as provided herein. As used herein, "Term" shall mean the period of time beginning on the Effective Date and ending on the last day of either the Term or the last Term Extension, as applicable.

10. **TERMINATION.**

a. **Termination.** Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed five (5) months, under the terms and conditions stated herein.

b. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

11. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement by the authorized agents of each party. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement. This Agreement is executed by an authorized representative of School in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

12. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

13. **LICENSE.** As between School and Hospital, Hospital is the sole and exclusive owner of the Video. Hospital hereby grants to School a limited, non-transferable, non-exclusive license to use and display the Video solely to perform the obligations set forth in Subsection 1.g. School has no right otherwise to use the Video except as set forth in this Section.

14. **DISCLOSURE OF TERMS OF AGREEMENT.** School shall not shall refer to the

existence of this Agreement or disclose its terms to any third party, including, without limitation, in any press release, advertising, marketing, publicity or other materials, without the prior written consent of Hospital, except as required by Freedom of Information and Open Meetings laws. Neither party shall use the name, trade name, trademarks, service marks or logos of the other party or any of its affiliates in any press release, advertising, marketing, publicity or other materials, without the prior written consent of the other party. School shall not represent, directly or indirectly, that any product or service of School has been approved or endorsed by Hospital or any of its affiliates, without the prior written consent of Hospital.

15. ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and all disputes shall be resolved in the Circuit Court of Cook County, which provision shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. School shall not assign or transfer, in whole or in part, this Agreement or any of School's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by School without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

16. COMPLIANCE OBLIGATIONS. School represents it read, understands, and shall abide by Tenet's Standards of Conduct. The parties to this Agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: <http://www.tenethealth.com/about/ethics-compliance>. The School shall require anyone providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request.

17. LICENSES. Hospital represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations. Hospital shall make the facility available, upon reasonable request, for any necessary inspection of observation that may be required by any of School's accrediting agencies.

18. **TAXES.** Hospital assumes full responsibility for the payment of all federal, state and local taxes incurred by Hospital as a result of this Agreement.

**VHS WEST SUBURBAN MEDICAL CENTER, INC.
D/B/A WEST SUBURBAN MEDICAL CENTER**

By: _____
Name: Joseph Ottolino
Title: Chief Executive Officer
Date: _____
Address: 3 Erie Court, Oak Park, IL 60302

**VHS ACQUISITION SUBSIDIARY NUMBER 4, INC.
D/B/A VANGUARD RIVER FOREST CAMPUS**

By: _____
Name: Joseph Ottolino
Title: Chief Executive Officer
Date: _____
Address: 3 Erie Court, Oak Park, IL 60302

TRITON COLLEGE

By: _____
Name: Mark R. Stephens
Title: Chairman
Date: _____
Address: 2000 Fifth Avenue, Room H-120
River Grove, IL 60171

By: _____
Name: Diane Viverito
Title: Secretary
Date: _____

EXHIBIT A

EDUCATIONAL PROGRAMS INCLUDED IN THIS AGREEMENT

- Nursing
- Nursing Assistant
- Certified Medical Assistant
- Nuclear Medicine
- Diagnostic Medical Sonography
- Radiologic Technology
- Surgical Technology
- Emergency Medical Technician/Services

EXHIBIT B

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of **West Suburban Medical Center** ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by **Triton College** ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Dated this ____ day of _____, 20__.

Program Participant

Witness

EXHIBIT C

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between **Triton College** ("School") and **West Suburban Medical Center** ("Hospital"), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Hospital. The undersigned further acknowledges that he or she has viewed a videotape regarding Hospital's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital's and School's privacy policies and procedures and privacy practices.

Dated this ____ day of _____, 20__.

Program Participant

Witness

TRITON COLLEGE, District 504
Board of Trustees

Meeting of February 27, 2018

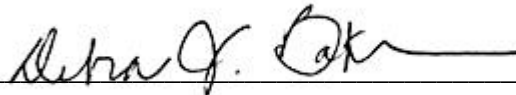
ACTION EXHIBIT NO. 16064

SUBJECT: RENEWAL OF MEMORANDUM OF UNDERSTANDING BETWEEN GOVERNORS STATE UNIVERSITY AND TRITON COLLEGE

RECOMMENDATION: That the Board of Trustees approve renewal of the Memorandum of Understanding (MOU) between Governors State University and Triton College. Once both parties have fully executed, the MOU is effective for a two (2) year term, which may thereafter be renewed or extended for subsequent two (2) year terms. Either Party may terminate this MOU with 90 days advance written notice to the other party. There is no special cost to Triton College.

RATIONALE: This Memorandum of Understanding between Governors State University and Triton College will continue to provide Triton students and community members the ability to further their higher education endeavors, bachelor and master's degree completion at Triton by pursuing a program of study in Criminal Justice, Communications or Information Technology through Governors State University course and program offerings as a partner in Triton's University Center.

Submitted to Board by: _____



(Vice President) Debra Baker

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes ☒ No ☐

MEMORANDUM OF UNDERSTANDING BETWEEN
GOVERNORS STATE UNIVERSITY AND TRITON COLLEGE

WHEREAS, Triton College, hereinafter "Triton College", as part of its mission to promote higher education and educational opportunities throughout the community, enters into Memorandum of Understanding with four (4) year institutions; and

WHEREAS, Governors State University, hereinafter "GSU", as part of its mission to promote higher education and educational opportunities, desires to create a relationship with Triton College through a Memorandum of Understanding to facilitate the enrollment of Triton College students; and

WHEREAS, Triton College and GSU have discussed the particulars of this relationship and have determined that mutual cooperation is in the best interests of all Parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the Parties and the mutual benefits to be gained by the performance thereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree as follows:

Introduction

The Memorandum of Understanding (MOU) formally recognizes that *Governors State University (GSU)* and *Triton College (Triton College)* will cooperate in providing educational opportunities for currently enrolled and potential students of each institution. Both institutions agree to facilitate the transfer of Triton College course credits towards a GSU degree program without jeopardizing the intended mission and stated goals of either institution. As a result of this MOU, students will be given the opportunity to further their higher education pursuits by continuing their program of study through the GSU course and program offerings held on Triton College's campus.

Purpose

This MOU expands the partnership between GSU and Triton College to include GSU as a partner at the Triton College University Center. GSU is provided use of Triton College facilities for administrative offices and classrooms supporting the delivery of course and program offerings for the following degree programs:

1. Bachelor of Arts in Criminal Justice
2. Bachelor of Arts in Communication
3. Bachelor of Arts in Information Technology
4. Master of Arts in Criminal Justice

GSU will provide Triton College with the necessary expertise, experience, articulation and transfer guides, resources and promotional materials available for the programs offered at Triton College at no cost to Triton College.

Transfer of Course Credits

The Parties agree that all necessary actions shall be taken to allow for the maximum transfer of credits between GSU and Triton College. All courses required for an Associate's degree at Triton College will apply toward a Bachelor's degree at GSU in the above referenced Bachelor degree programs. Students who have not received an Associate's degree from Triton College will be admitted to GSU as standard transfer students, however all previous college work will be evaluated and transferred to GSU on a course-by-course basis. Triton College students who have received an Associate degree at Triton College will receive full recognition of the degree earned at Triton College and will enter GSU at junior level status.

The degree program requirements as established by the GSU catalog will determine the application of transfer credits. Students who follow the policies outlined in the catalog (as well as transfer guides agreed to by both institutions) are guaranteed to meet all academic requirements for transfer of courses completed at Triton College. GSU and Triton College agree to review and update the transfer guides annually.

Each institution will designate an individual, in writing, to serve as a liaison for the purpose of monitoring this MOU pursuant to the time period set forth below.

Triton College students will be admitted to GSU based on satisfaction of admissions requirements stated in the GSU Catalog. All college level course credit awarded from Triton College with a grade of 'C' or better-will be accepted for transfer into GSU. Transfer of credits shall not exceed the maximum transfer credit allowed for a specific degree program, as stated in the GSU Catalog. As set forth in the transfer guides, certain Triton College courses will be accepted by GSU as upper division courses with a grade of 'B' or higher.

Triton College students pursuing their Bachelor degree through GSU will receive academic advising, registration and program information through the GSU offices located on site at Triton College's University Center. Such students will attend GSU on site at Triton College's campus, as well as taking courses online to facilitate on-time completion of degree requirements.

Services GSU shall provide to Triton College

1. GSU will provide program information to Triton College students seeking information on pursuing their degree with GSU in the Triton University Center offices located on Triton College's campus.
2. GSU will develop an academic plan for Triton College students admitted to GSU for degree completion.
3. GSU will show Triton College as a partner on its website and other appropriate printed and electronic materials.
4. GSU will provide eligible undergraduate students with degree completion options, including information on Triton College courses.
5. GSU will provide undergraduate degree programs to Triton students in the areas as set

forth above entirely, on site at Triton College. Class size will be mutually agreed upon prior to the beginning of each academic term and shall be consistent with the requirements of each institution's accrediting agencies.

6. GSU will develop surveys to assist Triton College in determining interest levels in GSU degree programs at no cost to Triton College.
7. GSU will provide updated links to the Digital Academic Catalog (<http://www.govst.edu/catalog>), as soon as available, to the representative at Triton College. Until such time as new catalogs are posted, the terms and conditions stated in the previous catalog shall be used for advising and course planning.
8. GSU shall designate an individual to serve as a representative for the purpose of monitoring this MOU. GSU shall notify Triton College of the person's name and contact information in writing at least four (4) weeks prior to the upcoming semester.

Services Triton College shall provide to GSU

1. Triton College will assist GSU by distributing available printed materials and advising current and potential students of GSU programs at Triton College's Transfer Center.
2. Triton College will include transfer information on Triton College's website and will update GSU information on its website as soon as practicable.
3. Triton College will list GSU on its website, and in its catalogs, as a partner organization.
4. Triton College will provide GSU with space including one office and furnishings, including telephone and internet access, within the Triton University Center facilities (B-250) and classroom space on the Triton campus at no cost to GSU.
5. Triton College will assist in the distribution of surveys developed by GSU to assess the academic profile of Triton College students.
6. Triton College will provide GSU staff parking, access to common areas, and other services commonly provided to Triton College partners at the College University Center.
7. Triton College will provide an updated College catalog annually, upon availability.
8. Triton College shall designate an individual to serve as a representative for the purpose of monitoring this MOU and notify GSU of the person's name and contact information in writing at least four (4) weeks prior to the upcoming semester.

Services Triton College shall provide to GSU students of the University Center

All students, whether enrolled at Triton College or GSU, will be required to have identification from their respective institution in order to take advantage of the following services and privileges. GSU will be responsible for providing identification to their students and will be responsible for reimbursement should items be damaged or unreturned.

1. Community and reciprocal library privileges that allow students to take out general circulation materials from the library and use of the electronic databases;
2. Use of all desktop computers in the Educational Technology Resource Center (ETRC) and Library; and
3. Use of anatomy models in the Academic Success Center (ASC).

Student Disciplinary Process

GSU will be responsible for ensuring that their students comply with policies, regulations and rules of their institution. In the event of a disciplinary matter, the applicable rules and policies of the student's home institution shall apply.

Licensing & Accreditation

Both Parties shall maintain all necessary and required accreditations with the appropriate accreditation agencies. In the event either Party's accreditation is revoked or otherwise limited, this MOU may be terminated immediately. In the event of such termination for loss of accreditation, all participating students shall be accommodated to the extent possible at the institution that remains appropriately accredited.

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

Term

This MOU shall begin on execution date of agreement and shall continue for a period of two (2) years. Prior to the conclusion of this MOU, Triton College and GSU shall meet to discuss the terms and conditions herein. Upon the mutual written agreement of the authorized agents of Triton College and GSU, the MOU shall be renewed for a two (2) year term, which may thereafter automatically renew for subsequent two (2) year terms.

Termination

This MOU will remain in effect until terminated by either Triton College or GSU. Either Party may terminate this MOU with 90 days' advance written notice. All students enrolled in a joint GSU- Triton College program shall be permitted to complete the then current semester under the terms and conditions stated herein. This MOU is effective only under the condition that both transferring institutions maintain current accreditation by a regional accrediting association as recognized by the U.S. Department of Education. If either institution loses its accreditation, it shall notify the other institution in writing. In the event either institution loses its accreditation, it shall notify the other in writing and the MOU will immediately terminate.

Trademarks/Service Marks

GSU or Triton College may use the other Party's name or logo in published materials (i.e. website and catalog) to reference this MOU. GSU grants to Triton College a nonexclusive license to use GSU's trademarks, service marks, trade names and logos (the "Marks") in any advertising, marketing or promotional materials in connection with Triton College's marketing and promotion of academic courses and programs pursuant to this MOU. Triton College grants to GSU a nonexclusive license to use Triton College's trademarks, service marks, trade names and logos (the "Marks") in any advertising, marketing or promotional materials in connection with GSU's marketing and promotion of academic courses and programs pursuant to this MOU.

Provided, however, that the content and text of all promotional information must be approved by each Party in writing prior to the release of all written information, the request for use of a Party's Marks shall not be unreasonably denied or withheld and the failure of a Party to respond to a written request shall be deemed an approval after ten (10) business days.

Either Party shall have the right to withdraw its prior approval for any use of its Marks by providing written notice. In such event, the other Party agrees to take all reasonable steps to cease use of the objected material as soon as possible. The licenses granted herein are personal, and shall not include the right of either Party to grant sublicenses to use the Marks.

Upon termination of this MOU, each Party will promptly cease and desist its use of the other Party's name, logo, mark or any other likeness in any and all written materials of any kind, and shall refrain from representing orally or in writing, that it is affiliated with the other Party.

Indemnification

GSU agrees to hold harmless and indemnify Triton College, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton College, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of GSU, its officers, agents or employees, under this MOU.

Triton College agrees to hold harmless and indemnify GSU, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against GSU, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of Triton College, its officers, agents or employees, under this MOU.

Insurance

Each Party shall maintain, either commercially or through a self-insurance program, professional and general liability insurance for personal injury and property damage caused by negligent acts or omissions of its employees, agents and officers in minimum coverage amounts of \$2,000,000 per occurrence or \$5,000,000 in aggregate. Certificates of insurance shall be provided by each Party naming the other as an additional insured for the purposes of this MOU.

Notice

All notices and other communications hereunder shall be given in writing and shall be deemed given as of the date of delivery. If mailed, notice shall be sent first class, postage prepaid, certified or registered mail, return receipt requested and becomes effective upon confirmed delivery. Notice will be delivered or sent to the Parties' respective addresses and to the attention of the person set forth below.

If to:

Governors State University (GSU)
Deborah E. Bordelon, Ph.D.
Provost and VP for Academic Affairs
Governors State University
1 University Parkway
Office G351
University Park, IL 60466-0975

If to:

Triton College (Triton)
Debra Baker, MA
Vice President of Academic Affairs
Triton College
2000 Fifth Avenue
River Grove, Illinois 60171
cc: Kusper & Raucci Chartered
30 North LaSalle Street
Suite 3400
Chicago, Illinois 60602

Additional Agreements

No agreements concerning the transfer or exchange of any asset of either Party is intended or implied by this MOU. GSU and Triton College are separate and independent institutions of higher education and by this MOU both will continue to operate as separate institutions. The authorized administrators of GSU and Triton College are authorized to sign, prepare and implement plans of action and procedures necessary to affect this MOU. None of the benefits of employment with one institution shall be deemed given or transferred to the employees of the other institutions, including worker's compensation insurance or the accrual of tenure.

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.

Each Party assumes full responsibility for the payment of all federal, state and local taxes it incurs as a result of this MOU.

This MOU is executed by an authorized representative of each Party in the representative's official capacity only and the representative shall have no personal liability under this MOU.

Neither Party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law, rule or regulation.

Each Party certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105. Each party certifies that it is an equal opportunity employer.

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

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

Any modifications and amendments to the MOU must be in writing and signed by authorized

agents of both Parties.

Time is of the essence of this MOU.

IN WITNESS WHEREOF, the respective Parties hereto have executed this MOU.

Signatures

Dr. Deborah Bordelon
Provost and Vice President for Academic
Affairs
Governors State University (GSU)
Date:

Mark R. Stephens
Board Chairman
Triton College Board of Trustees
Date:

Mary-Rita Moore
President
Triton College
Date:

TRITON COLLEGE, District 504
Board of Trustees

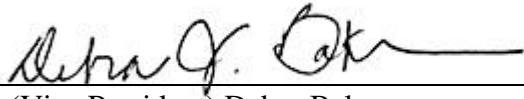
Meeting of February 27, 2018

ACTION EXHIBIT NO. 16065

SUBJECT: DISPOSAL OF COLLEGE PROPERTY:
GENERAL MOTORS (GM) OWNED
VEHICLES

RECOMMENDATION: That the Board of Trustees approve the removal and disposal of a General Motors owned vehicle from the inventory of the Triton College Automotive Department to appropriate in-district and out-of-district schools throughout Cook, Lake and DuPage counties in accordance with the terms and conditions of the GM donation agreement. This vehicle was donated to the College under the Triton/GM ASEP Partnership Agreement. There was no cost to the College to receive the vehicle and there is no cost to the College for the re-donated vehicles. This vehicle will be donated to Dundee Crown High School in Dundee, IL.

RATIONALE: By Agreement with GM, the College agrees to delete from its inventory all GM vehicles greater than 10 year's old, donated by GM for use in Triton's GM ASEP Program. GM requires all vehicles be donated to schools or if appropriate, scrapped in compliance with the terms of the GM Agreement. The College does not hold title to their vehicles. The vehicles will be transported by the receiving school with no cost to the College.

Submitted to Board by: 
(Vice President) Debra Baker

Board Officers' Signatures Required:

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Mark R. Stephens Chairman	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Diane Viverito Secretary	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date
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Related forms requiring signature: Yes _____ No X _____



Re-Donation Agreement/Receipt (Part 1)

This is a formal request to transfer the donated vehicle/items listed below from one school/training center to another school/training center. It is understood/agreed to by both parties that these items will be used for educational purposes only and have not been, nor will be, licensed, titled or driven on any road, public or private at any time. It is also understood/agreed to that any component or components of a vehicle cannot be used on, or in, any vehicle that will be licensed, titled, or driven on any road, public or private.

To Be Completed By the School Originating the Re-donation Request

Email re-donation request to Jennifer Morris Jennifer.morris@gm.com or Fax 248.837.6060

Date of Request: 1-19-18

Originating School/Training Center Name: Triton College
Address: 2000 Fifth Ave City/State/Zip: River Grove, IL
Phone: 708-456-0300 Fax: _____ Email: Kenneth.Davis@Triton.edu
Ext. 3454
Date of Request: 1-19-18 Original GM Donation Number: _____

Recipient School/Training Center Name: Dundee Crown High School
Address: 1500 Kings Rd City/State/Zip: Comptonville IL 60110
Phone: 224-484-5000 Fax: 224-484-5098 Email: Daniel.Lentini@D300.org

Description of Item:

Other: _____
Year: 2008 Model: AURA
VIN: 1G182S57N98F177794 Odometer Reading: _____

Condition of Item: (circle one) Good Fair Poor

Comments: (i.e. missing parts): BROKEN Shift cable

Vehicle Re-Donation Age Guidelines: Appropriate vehicle age and type of school to receive the donation are identified below.

IMPORTANT: Item(s) CANNOT BE TRANSFERRED until the agreement has been signed by the gaining school and the transfer has been approved by Jennifer Morris, Donations Coordinator c/o General Motors.

1 - 5 model years old	CAN ONLY BE DONATED TO: ASEP, AYES, AC Delco Training Facility
6 - 8 model years old	CAN ONLY BE DONATED TO: AYES, AC Delco, NATEF Certified
Over 8 model years old	CAN ONLY BE DONATED TO: NATEF Certified or Not-for-Profit

If a school cannot be identified for re-donation based on the criteria above,
please contact your Regional GM ASEP Manager



Re-Donation Agreement/Receipt (Part 2)

Recipient/School Name: Dundee Crown High School
Address: 1500 Kings Ave City/State/ZIP: Carpentersville, IL 60110
Contact Name: Daniel Lentino Phone: 224-484-5000 Email: Daniel.Lentino@D300.org
Email re-donation Completion to GMDonationProgramjennifer.morris@gm.com or fax to (248)837-6060

Other: _____

Year:	Model:	VIN #
2008	Aura	1G8Z557N98F177794

TERMS AND CONDITIONS:

The item(s) identified above as donated item(s) are being donated to your organization by General Motors Corporation for educational purposes only. In consideration of this, you agree to the following conditions:

- 1) The donated item(s) will be used by you for educational purposes only and will not be sold, disposed of or transferred by you, except in accordance with procedures outlined in the General Motors Donations Handbook. Upon completion of your use of the donated item(s), you will complete the GM Donation Vehicle Return (DVR). The determination will be made whether to re-donate to another eligible educational institution or to destroy it in such a manner as to ensure all components are rendered unusable.
- 2) If the donated item(s) is a motor vehicle or component thereof, it will not be licensed, titled or operated on any public or private road or highway.
- 3) You acknowledge that the donated item(s) is not certified to comply with any federal, state or local laws or regulations.
- 4) You accept the donated item(s) "as is, with all faults," it being understood that it is not covered by any warranty. General Motors Corporation, the donor, expressly disclaims all warranties, including any implied warranty of merchantability or fitness for a particular purpose.
- 5) You acknowledge that automobiles, machinery, or equipment of any sort are potentially dangerous by their nature, that there is risk associated with the operation of donated item(s), and that you knowingly assume this risk. You acknowledge those only experienced, knowledgeable users such as college or university level students or faculty will operate the donated item(s). For high schools, you acknowledge that students only under the direct supervision of an experienced, knowledgeable faculty member will operate the donated item(s).
- 6) General Motors Corporation expressly disclaims, and you expressly release General Motors Corporation and its agent, from any and all liability associated with the donated item(s). In addition, you agree to the extent permitted by applicable law, to indemnify and hold harmless General Motors Corporation, its officers, directors, employees, and agents from damages, liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including the payment of reasonable attorney fees and disbursements), (i) arising out of or in connection with the donated item(s) or their use and possession; or (ii) General Motors Corporation's enforcement of the provisions of this agreement.
- 7) The conditions set forth above have been communicated to, and are understood by, all of your personnel who have access to the donated item(s).
- 8) THE UNDERSIGNED hereby acknowledges responsibility to, and agreement to, comply with all applicable export control laws for any item obtained from General Motors Corporation. "THE UNDERSIGNED" understands that General Motors Corporation reserves the right to reject any transaction determined to be in violation, or possible violation, of any applicable export control laws.

Important Note: In order to make the appropriate arrangements for you to receive the Re-Donated Vehicle/Component/Tool(s), please check item below. It is recommended policy for gaining schools to pickup the items being donated at their own expense. *Note: you cannot take possession/delivery of these items until approved by Jenifer Morris, General Motors Donations Coordinator.

_____ Our school is providing transportation, at OUR expense, for the donated item(s) listed on this form.

Please acknowledge your AGREEMENT to the above AND POSSESSION OF THE ITEM by signing this Agreement in the space below.

Accepted and agreed to this _____ day of _____, 20_____.

Signature of Authorized Representative: _____

Print Name and Title of Authorized Representative: _____

TO BE COMPLETED BY DONATING SCHOOL:
Date of Released: _____ Authorized Rep Name and Signature: _____

TRITON COLLEGE, District 504
Board of Trustees

Meeting of February 27, 2018

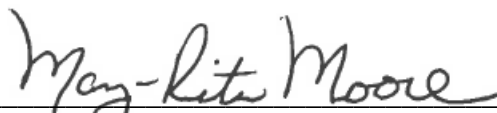
ACTION EXHIBIT NO. 16066

SUBJECT: APPROVAL AND RELEASE OF CLOSED SESSION MINUTES OF THE BOARD OF TRUSTEES

RECOMMENDATION: That the Board of Trustees approve the following Closed Session Minutes: 7/18/17, 8/22/17, 9/26/17, 10/17/17, 11/21/17, and 12/19/17, and authorize release of the Closed Session Minutes of the same dates.

RATIONALE: In keeping with the Illinois Community College Act, the Board of Trustees reviews Closed Session minutes as scheduled at least every 6 months to determine release and availability through Freedom of Information requests.

Submitted to Board by: _____


(President) Mary-Rita Moore

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes ☐ No ☒

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

Meeting of February 27, 2018

ACTION EXHIBIT NO. 16067

SUBJECT: DESTRUCTION OF CLOSED SESSION VERBATIM RECORDINGS

RECOMMENDATION: That the Board of Trustees approve the destruction of six (6)
verbatim recordings of the Closed Sessions of the Board of Trustees made on February 16, 2016,
March 15, 2016, April 19, 2016, May 16, 2016, June 21, 2016 and July 19, 2016 in accordance
with Illinois law.

RATIONALE: Illinois Law, 5 ILCS 120/2.06(a) et.seq. (Open Meetings Act) requires the
verbatim recording of all Closed Sessions of the Board of Trustees. This law became effective
January 1, 2005, and Triton has been compliant since October of 2003. Verbatim records may
be destroyed after 18 months if: (1) the public body approves destruction of a particular recording;
and (2) the public body approves minutes of the closed meeting session, 5 ILCS 120/2.06(c).
Triton has complied with all obligations of the law.

Submitted to Board by: Sean Sullivan
(Vice President) Sean O'Brien Sullivan

Board Officers' Signatures Required:

<u>Mark R. Stephens</u> Chairman	<u>Diane Viverito</u> Secretary	<u> </u> Date
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Related forms requiring signature: Yes ☐ No ☒

2018-19 Catalog Prepress and Printing

The following firms have been invited to submit bids for printing the 2018-19 Catalog Prepress and Printing. An advertisement for bid was placed in the Chicago Tribune-west cook county zone. Immediately after the closing hour for receiving bids which was 1:00 p.m., local time, Thursday, January 25, 2018, they were publicly opened and read aloud in room A 300. Bids were opened by Alida Carpenter, Director of Purchasing, and witnessed by Nancy Schafer, Purchasing Assistant.

COMPANY	NET COST
Data Reproductions	\$6,180.08
4545 Glenmeade Lane	
Auburn Hills, MI 48326	

It is recommended that the Board of Trustees accept the proposal submitted by Data Reproductions in accordance with their low specified bid. These items were competitively bid according to state statutes.

Recommendation along with tabulation is attached.

APPROVED:



Sean O'Brien Sullivan
Vice President - Business Services

A/C Number	01-80100535-540200005
A/C Name	AVP Strategic Marketing -Printing
Budget	\$305,375.00
Prev. Expend.	204,772.89
Schedule	6,180.08
Balance	\$94,422.03

DISTRIBUTION:
B.

MEMORANDUM

To: Sean Sullivan

From: Sam Tolia

Date: 1/31/18

Re: Bid Results

ST
1/31/18

Five printers submitted bids for the printing of the Triton College 2018-2019 Catalog. These bids are based on printing 5,000 copies at 224 pages plus cover. The cover prints four-color with UV coating on 12 pt. stock coated one side and the body prints one-color on 40# premium 80 brightness. Also included in the bid is pre-press work, proofs, binding, packing and shipping.

The bids are as follows:

Schiele Group	\$17,708
Woodward Printing	\$8,210
John S. Swift Co.	\$7,400
Creasey Printing	\$6,360
Data Reproductions Co.	\$6,180.08

Accepting the lowest bid from Data Reproductions Co. is recommended.

Triton College
2018-2019 Catalog Prepress and Printing

5,000 copies		Data Reproductions Co.	Creasey Printing	Schiele Group	John S. Swift Co.	Woodward Printing
Prepress	Catalog body (224 pages plus 6 card stock pages)	0.42	Inc.	6.00	Inc.	0.93
	Additional pages - per page	0.42	N/C	6.00	15.00	0.93
	Catalog cover	31.00	Inc.	6.00	Inc.	0.93
	Additional pages per page	N/A	N/C	6.00	60.00	0.93
Printing	Catalog body (224 pages)	2,962.00	6,360.00	10,359.00	7,400.00	4,264.00
Additional signatures:	Additional thousands	467.00	1,200.00	1,555.00	1,121.00	853.00
	+4	N/A	N/A	450.00	605.00	98.00
	+8	104.00	700.00	600.00	1,018.00	149.00
	+16	208.00	800.00	850.00	1,169.00	251.00
	-4	N/A	N/A	(450.00)		(58.00)
	-8	(83.00)	-	(600.00)		(107.00)
	-16	(166.00)	(50.00)	(850.00)		(251.00)
	Index card pages					
Outside cover printing	Additional thousands					
	4/color process	793.00	Inc.	1,198.00	Inc.	600.00
	Additional thousands	46.50	N/C	165.00	Inc.	120.00
	UV Coating	136.00	Inc.	90.00	Inc.	291.00
Stock	Additional thousands	15.50	N/C			56.00
	Body estimated quantity (pounds)	4,593.00		5,441.00	Inc.	4,466.00
	Price/pound	0.42		66.00		0.60
	Cover estimated quantity (pounds)	540.00		651.00	Inc.	80.00
Alteration	Price/pound	0.74				5.63
	Replace page film and supply proof	N/C		10.00		inc
Finishing and Shipping	Additional alteration charges	\$12 per page or \$35 hr.	\$25 per text page	\$10 per page or \$100 per hr.	\$20 per page	inc
	Perfect bind with wraparound cover 4,500 copies.	1,152.00	Inc.	4,329.90	Inc.	1,488.00
Packing	Additional thousands	169.00	N/C	753.00		330.00
	Plastic spiral bind - 500 copies	719.00	Inc.	471.10	Inc.	987.00
	Additional thousands	1,288.00	N/C	753.00		1,974.00
Recapitulation	Finished catalogs packed in cartons	262.00	Inc.		Inc.	68.00
Print: Catalog Body	Prepress: Body & Cover	156.08		1,350.00		212.00
	Card Stock with Perfs. & Material	2,962.00		10,359.00		4,264.00
	Print: Cover with 4/Color Process	929.00		1,288.00		891.00
	Binding	2,133.00		4,711.00		2,543.00
Total	Shipping					300.00
		6,180.08	6,360.00	17,708.00	7,400.00	8,210.00

Triton College

2018-19 Catalog Prepress and Printing

SPECIFICATIONS

Quantity: 5,000*; Quote cost of additional thousands.

Trim Size: 8-3/8 x 10-3/4 inches; bind on 10-3/4-inch side

Catalog Body: Approximately 224 pages printed on 40 lb. Premium 80 with minimum 80 brightness and 90 opacity. The catalog body uses black ink throughout. Quote cost of additional or fewer 4-, 8- or 16-page signatures.

Catalog Cover: Quote 12 pt. coated-one-side cover stock, white color, printed on outside covers only. Quote the cover as four-color process, with a UV coating (no substitute coatings accepted).

Prepress: We will supply Adobe Acrobat (PDF) files.

Proofs: Provide pdf proofs to Sam Tolia, Triton College, samtolia@triton.edu, at least five working days before press run.

Alteration charges: Specify price per page to insert replacement pages and supply a proof for corrections made after proofs have been supplied.

FINISHING & SHIPPING

Finishing: Quote on the following breakdown:

- 1) Perfect bind with wraparound cover for 4,500 copies.
- 2) Plastic spiral bind 500 copies.

Packing: Finished catalogs are to be packed in cartons, not to exceed 40 lbs. each. Each carton is to be labeled for content and quantity. Cartons are to be packed and banded on skids (or pallets). Labeling should make each item easily distinguishable.

F.O.B. All prices F.O.B. at Triton College warehouse.

PRODUCTION TIMETABLE

To Press: Catalogs will be ready for press approximately Wednesday, March 19, 2018.

Delivery: Catalogs must be delivered approximately April 9, 2018. Delivery must be in compliance with this timetable. Any delay beyond the specified delivery date caused by the contractor will result in a penalty of 1% of the contract price per day for each day after the delivery deadline date.

Questions:

Sam Tolia, Director of Marketing, (708) 456-0300, Ext. 3172.

Please list any subcontractors that will be used for any part of 2018-19 Triton College Catalog production. Triton reserves the right to decline awarding of bid to printers using subcontractors which Triton deems unacceptable.

All artwork, type, and other items supplied by the printer are to be the sole property of Triton College and will be available on request. All photos and artwork will be returned to Triton College, Attn.: Sam Tolia, P-104, 2000 Fifth Ave., River Grove, IL 60171-1995

This quotation is to remain firm till the production of the catalog. Price changes beyond quote for commodities (stock) must be proven by invoice from paper manufacturer.

**No standard overrun in excess of 5% and no underrun will be acceptable.*

IT WILL BE ASSUMED BY TRITON COLLEGE THAT ALL BIDS MEET THESE SPECIFICATIONS UNLESS OTHERWISE SPECIFICALLY STATED. ALL BIDS MUST INCLUDE A COMPLETED COPY OF THE ATTACHED FORM, INDICATING AN ITEMIZED QUOTE FOR EACH AREA BID. NO BIDS WILL BE ACCEPTED WITHOUT THE COMPLETED ITEMIZED FORM.

Mailing List

Castle Printech
121 Industrial Drive
DeKalb, IL 60115

Reindi Printing, Inc.
1251 Yosemite Rd
Oconomowoc, WI 53066

Master Graphics, LLC
1100 S Main Street
Rochelle, IL 61068

Northern Printing Network
1400 S Wolf Road Ste 102
Wheeling, IL 60090

Creasey Printing Services
1905 Morning Sun Ln
Springfield, IL 62711

Signature Offset
224 Commerce St Unit 1
Broomfield, CO 80020

United Graphics LLC
1231 N Ellis St
Bensenville, IL 60106

Kevin Bryan Company
P.O. Box 470070
Celebration, FL 34747

Journal Topics/Wessell Web
622 Graceland Ave
Des Plaines, IL 60016

Graphics Systems LLC
P.O. Box 172
Bloomington, IL 60108

Precise Printing Network
2190 Gladstone Ct Ste A
Glendale Heights, IL 60139

Creekside Printing
1175 Davis Road
Elgin, IL 60123

Breese Publishing
P.O. Box 405
Breese, IL 62230

Regional Publishing Corp
12243 S Harlem
Palos Heights, IL 60463

John S Swift
999 Commerce Ct
Buffalo Grove, IL 60089

Woodward Printing Services
11 Means Drive
Platteville, WI 53818

Mignone Communication, Inc.
169 S Jefferson St
Berne, IN 46711

The Viking Printing Group
497 Widgeon Ln
Bloomington, IL 60108

Custom Services
120 W Laura Drive
Addison, IL 60101

Vouge Printers
820 S Northpoint Blvd
Waukegan, IL 60085

FLC Graphics Inc.
4600 N Olcott Ave
Harwood Heights, IL 60706

PA Hutchison Company
400 Pen Ave
Mayfield, PA 18433

Indiana Printing
899 Water St
Indiana, PA 15701

K.K Stevens Publishing Co.
100 N Pearl St
Astoria, IL 61501

Data Reproduction Corporation
4545 Glenmeade Lane
Auburn Hills, MI 48326

Newsweb Corporation
2401 N Halsted St
Chicago, IL 60614

EP Graphics
169 Jefferson St
Berne, IN 46711

Blue Island Newspaper Printing, Inc,
262 W 147th St
Harvey, IL 60426

Trash Removal / Recycling Services

An advertisement for bid for Trash Removal and Recycling Services was placed in the Chicago Tribune-West Cook County Zone. Immediately after the closing hours for receiving bids, which was at 2:30 p.m. local time, Monday January 24, 2018 bids were opened by Alida Carpenter, Director of Purchasing, and witnessed by John Lambrecht, Associate Vice President of Facilities, and representatives from Flood Brothers, Roy Strom Co., Lakeshore, Advanced, Waste Management, and Republic.

COMPANY
Roy Strom Refuse Removal Service, Inc.
1201 Greenwood Ave.
Maywood, IL 60153

NET COST
\$48,780.00

It is recommend that the Board of Trustees accept the bid submitted by Roy Strom Refuse Removal Service, Inc. in accordance with their low specified bid. These items were competitively bid according to state statutes.

Recommendation along with tabulation is attached.

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	02-70600510-570700000
A/C Name	Utilities Refuse Disposal
Budget FY 18	\$170,000.00
Prev. Expend	\$49,719.00
Schedule 40.14	\$48,780.00
Balance	\$71,501.00

A/C Number	02-70600510-570700000
A/C Name	Utilities Refuse Disposal
Budget FY 19	\$0.00
Prev. Expend	\$0.00
Schedule 40.14	\$48,780.00

A/C Number	02-70600510-570700000
A/C Name	Utilities Refuse Disposal
Budget FY 20	\$0.00
Prev. Expend	\$0.00
Schedule 40.14	\$48,780.00

Memorandum

February 07, 2018

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Trash Removal / Recycling Services



Operations & Maintenance

Sean,

We had 6 bidders submit bids for the Trash / Recycling Services. Lakeshore had the lowest responsive bid for the combined services at \$48,600.00 per year but then retracted their bid due to a calculation error with the next lowest responsive bid being Roy Strom at \$48,780.00 per year.

I recommended that we award this contract to Roy Strom for the combined Trash and Recycling Removal for a 36 month term from April 1, 2018 to March 31, 2021.

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

John

2018
Trash Removal / Recycling
Spreadsheet

	Lakeshore		Roy Strom		Advance		Flood Brothers		Republic		Waste Management	
Trash												
A	\$ 560.00	\$ 140.00	\$ 1,400.00	\$ 350.00	\$ 1,512.00	\$ 378.00	\$ 600.00	\$ 150.00	\$ 552.00	\$ 138.00	\$ 780.00	\$ 195.00
B	\$ 490.00		\$ 450.00		\$ 399.00		\$ 692.80		\$ 455.50		\$ 455.00	
C	\$ 150.00		\$ 125.00		\$ 120.00		\$ 207.84		\$ 142.90		\$ 147.00	
D	\$ 225.00		\$ 210.00		\$ 180.00		\$ 311.76		\$ 214.30		\$ 218.00	
E	\$ 225.00		\$ 210.00		\$ 180.00		\$ 311.76		\$ 214.30		\$ 218.00	
F	\$ 225.00		\$ 210.00		\$ 180.00		\$ 311.76		\$ 214.30		\$ 218.00	
G	\$ 90.00		\$ 60.00		\$ 60.00		\$ 103.92		\$ 71.45		\$ 75.00	
H	\$ 60.00		\$ 50.00		\$ 30.00		\$ 51.96		\$ 60.00		\$ 139.00	
Total	\$ 2,025.00		\$ 2,715.00		\$ 2,661.00		\$ 2,591.80		\$ 1,924.75		\$ 2,250.00	
Recycle												
A	\$ 560.00	\$ 140.00	\$ 360.00	\$ 90.00	\$ 360.00	\$ 90.00	\$ 600.00	\$ 150.00	\$ 832.00	\$ 208.00	\$ 960.00	\$ 240.00
B	\$ 90.00		\$ 60.00		\$ 50.00		\$ 207.84		\$ 164.20		\$ 60.00	
C	\$ 60.00		\$ 25.00		\$ 30.00		\$ 25.98		\$ 43.30		\$ 60.00	
D	\$ 85.00		\$ 60.00		\$ 30.00		\$ 155.88		\$ 129.90		\$ 60.00	
E	\$ 50.00		\$ 40.00		\$ 20.00		\$ 77.94		\$ 64.69		\$ 60.00	
F	\$ 85.00		\$ 50.00		\$ 30.00		\$ 155.88		\$ 129.40		\$ 60.00	
G	\$ 50.00		\$ 150.00		\$ 300.00		\$ 675.00		\$ 412.00		\$ 649.50	
I	\$ 40.00		\$ 25.00		\$ 20.00		\$ 38.97		\$ 54.00		\$ 125.00	
Total	\$ 1,020.00		\$ 770.00		\$ 840.00		\$ 1,937.49		\$ 1,829.49		\$ 2,034.50	
Compactor Rental	\$ 395.00		\$ 100.00		\$ 100.00		\$ 200.00		\$ 150.00		\$ 275.00	
Total Monthly	\$ 3,440.00		\$ 3,585.00		\$ 3,601.00		\$ 4,729.29		\$ 3,904.24		\$ 4,559.50	
Total Annual	\$ 41,280.00		\$ 43,020.00		\$ 43,212.00		\$ 56,751.48		\$ 46,850.88		\$ 54,714.00	
10 Yard Roll Off - 8	\$ 1,840.00	\$ 230.00	\$ 1,440.00	\$ 180.00	\$ 1,480.00	\$ 185.00	\$ 2,000.00	\$ 250.00	\$ 1,936.00	\$ 242.00	\$ 1,800.00	\$ 225.00
20 Yard Roll Off - 8	\$ 2,480.00	\$ 310.00	\$ 1,800.00	\$ 225.00	\$ 2,240.00	\$ 280.00	\$ 2,960.00	\$ 370.00	\$ 2,768.00	\$ 346.00	\$ 2,528.00	\$ 316.00
30 Yard Roll Off - 8	\$ 3,000.00	\$ 375.00	\$ 2,520.00	\$ 315.00	\$ 3,000.00	\$ 375.00	\$ 3,840.00	\$ 480.00	\$ 3,600.00	\$ 450.00	\$ 3,264.00	\$ 408.00
Annual Roll Off	\$ 7,320.00		\$ 5,760.00		\$ 6,720.00		\$ 8,800.00		\$ 8,304.00		\$ 7,592.00	
Total Annual Trash / Recycling	\$ 48,600.00		\$ 48,780.00		\$ 49,932.00		\$ 65,551.48		\$ 55,154.88		\$ 62,306.00	

Lakeshore Retracted their bid

TRITON COLLEGE
DISTRICT #504
SUBJECT: REQUEST FOR BID

SCHEDULE 2.4
February 27, 2018

The Board of Trustees invites you to submit a proposal on the item(s) listed below.



John Lambrecht
Vice President – Business Services

QUANTITY	ARTICLE DESCRIPTION
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Trash Removal / Recycling Services / Shredding Services

SEE ATTACHED SPECIFICATIONS

**RESPONSE OPENING : 11:00 A.M., LOCAL TIME, Wednesday, January 24, 2018
IN ROOM A 300 (Learning Resource Center).**

QUESTIONS, PLEASE CONTACT OPERATIONS & MAINTENANCE DEPARTMENT
(708) 456-0300 Ext. 3210

**This proposal is to be received by TRITON COLLEGE – BUSINESS OFFICE, ROOM A 306
(Learning Resource Center), located at 2000 Fifth Avenue, River Grove, IL, 60171, on or before 11:00
A.M., local time, on Wednesday, January 24, 2018. Facsimile or e-mail copies are not permissible.**

FIRM: Roxstrom Refuse Removal Service Inc. SIGNATURE: Edward T. McCormick

ADDRESS: 1201 Greenwood Avenue CONTACT: Edward T. McCormick

CITY & STATE: Maywood IL. 60153 TELEPHONE: (708) 344-5000 ext 237

**TRITON COLLEGE
TRASH REMOVAL / RECYCLING / SHREDDING SERVICE
SPECIFICATIONS 2018**

EXHIBIT "A"

SCOPE OF WORK

Trash Removal firms shall be equipped to handle Trash Removal, Recycling Services and Shredding Services at the Campus.

Trash Removal Firm shall provide all outdoor containers. Containers are to be painted and sterilized a minimum on once per year at no additional cost to the contract.

Recycling Program shall include supplying of outdoor containers and shall comeingle all recycling items such as cardboard, computer paper, copy paper, cans, plastics, etc.

Food Waste Scrap pickup service to be supported by proper Certifications.

Shredding Services to be provided on site and billed at a unit cost per pound with (3) 96 Gallon Tote minimum per onsite service. Certificate of Destruction to be provided.

Trash Removal Firm shall produce a monthly report indicating tons of recycled paper, cardboard, solid waste, plastic bottles, and aluminum cans.

All fees associated with actual tonnage to be accompanied by weight ticket.

Pick-Ups to be made prior to 6:30 am on the designated pickup day.

Term will be from April 1, 2018 through March 31, 2021.

Contract may be awarded to a single vendor or separated between three vendors between solid waste, recycling, and shredding, whichever is advantageous and in the best interest of the College.

Bids are to be based on "Per Station Pick-Up, daily, twice, or three times a week (as shown herein) for a period of 3 years.

The successful bidder shall provide a Certificate of Insurance prior to award of this contract for Workman's Compensation and Liability for \$2,000,000 and Bodily Injury and Property Damage for \$5,000,000.

**TRITON COLLEGE
TRASH REMOVAL / RECYCLING / SHREDDING SERVICE
SPECIFICATIONS 2018**

EXHIBIT "A"

Triton College reserves the right to add, remove, change container sizes, locations, and frequencies at any time providing a 30 day advance notice.

TRASH LOCATIONS/FREQUENCIES

- | | |
|--|---------------|
| A. One (1) 35 yard compactor to be located on the West of O Building | (On Call) |
| B. One (1) 8 yard container to be located on the South of B Building | (5X per week) |
| C. One (1) 6 yard container to be located on the Northwest of T Building | (2X per week) |
| D. One (1) 6 yard container to be located on the North of R Building | (3X per week) |
| E. One (1) 6 yard container to be located on the Northeast of J Building | (3X per week) |
| F. One (1) 6 yard container to be located on the Northeast of A Building | (3x per week) |
| G. One (1) 6 yard container to be located on the West corner of C Building | (1x per week) |
| H. Six (6) 96 gallon containers to be located on the North of R Building | (1x per week) |

RECYCLE LOCATIONS/FREQUENCIES

- | | |
|---|---------------|
| A. One (1) 20 yard hood box container to be located on the West of O Building | (On Call) |
| B. One (1) 8 yard container to be located on the South of B Building | (2x per week) |
| C. One (1) 2 yard container to be located on the South of T Building | (1x per week) |
| D. One (1) 6 yard container to be located on the North of R Building | (2x per week) |
| E. One (1) 6 yard container to be located on the Northeast of A Building | (1x per week) |
| F. One (1) 6 yard container to be located on the West of C Building | (2x per week) |
| G. Ten (10) 96 gallon food scrap recycling totes on the South of B Building | (1x per week) |
| H. One (30) yard metal scrap roll off to be located on the West of O Building | (On Call) |
| I. Six (6) yard containers to be located on the North of the R Building | (1x per week) |

**TRITON COLLEGE
TRASH REMOVAL / RECYCLING / SHREDDING SERVICE
SPECIFICATIONS 2018**

EXHIBIT "A"

Vendor to provide a list of references with proposal.

Agreement may be terminated by Triton College without cause with 30 day notice.

Vendor will be required to sign Triton's Independent Contractor Contract.

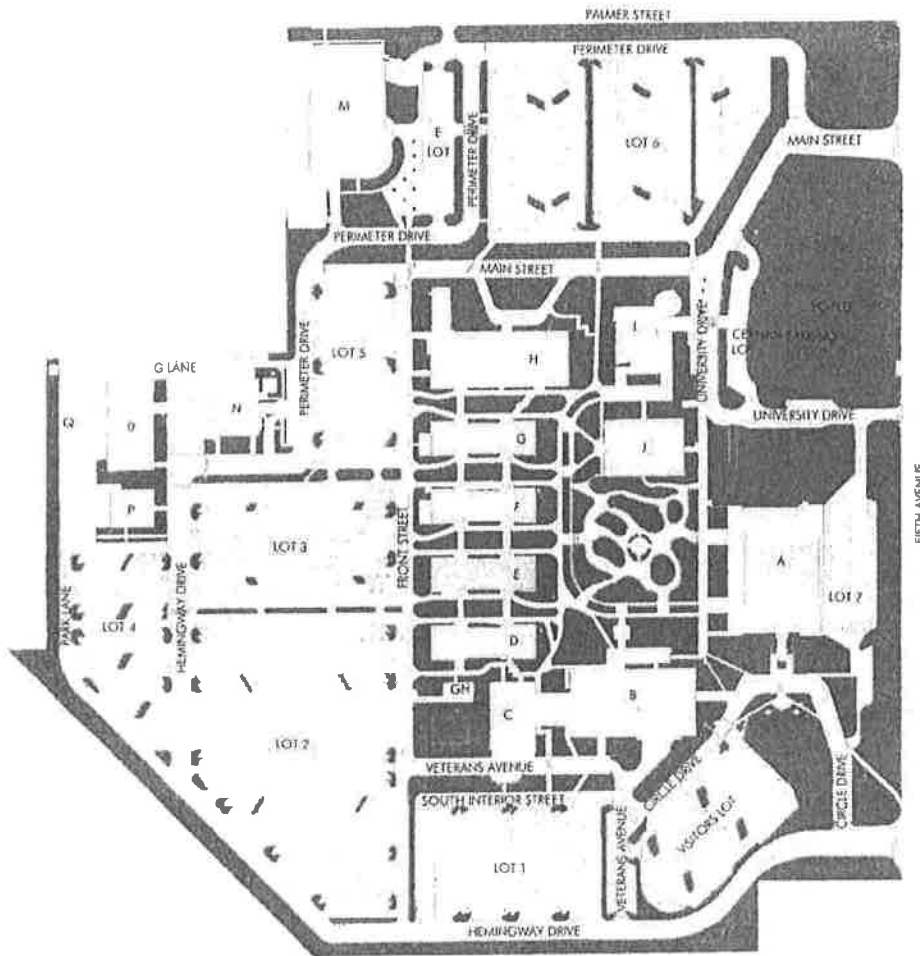
(Sample is attached)

See Attached Exhibit "B" for Service Area Locations

See Attached Exhibit "C" for Bid Form and Bidder Identification

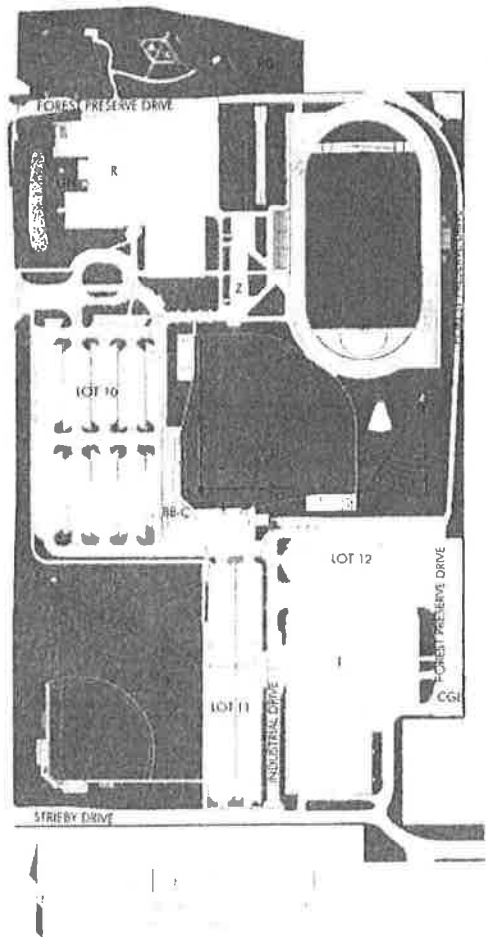
See Attached Exhibit "D" for Independent Contractor Agreement Sample

Exhibit B - Site Map



CAMPUS PLAN

2000 FIFTH AVENUE
RIVER GROVE, IL 60171



EAST AND WEST CAMPUS LEGEND

- A LEARNING RESOURCE
- C CENTER BUILDING (LIBRARY)
- BB-C BASEBALL CLUBHOUSE
- BG BOTANICAL GARDEN/PICNIC AREA
- C BOOKSTORE
- CERNAN EARTH AND SPACE CENTER
- N TRITON COLLEGE POLICE DEPT
- P HUMAN RESOURCES
- SC-FLD SOCCER FIELD
- SB-FLD SOFT BALL FIELD
- Z STADIUM BUILDING

**TRITON COLLEGE
TRASH REMOVAL / RECYCLING SERVICE 2018
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

Name of Bidder: Roy Strom Refuse Removal Service Inc.
Address: 1201 GREENWOOD AVENUE
City, State, Zip: Maywood IL. 60153
Phone: (708) 344-5000 ext 237 Contact: Edward J. McCormick
E-Mail: EMCCORMICK@ROYSTROM.COM

The undersigned acknowledges receipt of:

PROJECT: Triton College Trash Removal / Recycling / Shredding Services

ADDRESS: 2000 Fifth Avenue, River Grove, IL 60171

Has examined the site and all bidding documents. Shall be responsible for performing all work specifically required by all parts of the bidding documents, including all drawings and specifications for the entire project.

Agrees to:

- A. Hold this bid open until 60 calendar days after the bid opening date.
- B. Accept the provisions of the Instructions to bidders regarding disposition of bid security.
- C. Enter into and execute a contract with Triton when awarded on the basis of this bid, and in connection therewith to:
 - 1. Furnish all insurance in accord with the bidding document
 - 2. Accomplish the work in accord with the Contract

SITE VISIT

Contractors are encouraged to visit the site, Contact the Operations & Maintenance Department, 708/456-0300 Ext. 3210 for further information.

**TRITON COLLEGE
TRASH REMOVAL / RECYCLING SERVICE 2018
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

ADDENDA

The undersigned hereby acknowledges receipt of the following. Addenda and has included the provisions of same in this Bid. (List by number and date appearing on each addendum)

Addendum No.

Dated

BID ACCEPTANCE

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the bid opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted. He will obtain performance and payment bonds with such surety or sureties as the Owner may approve cost of which shall be included in the base bid.

ARBITRATION: All references to arbitration in any portion of the contract documents are deleted. All disputes arising under this agreement shall be resolved in the Circuit Court of Cook County.

PAYMENT: Payments will be processed monthly based on completion of services as determined by Owner in the Owner's sole determination.

CHANGE ORDERS: Change orders will not be approved unless prior written authorization is received by the Owner and the policy and procedures of Owner have been strictly adhered to. Owner is a governmental entity which cannot, by law, be obligated to pay for any change not authorized and in compliance with applicable laws, regulations and policies. All requests for changes shall be in writing and accompanied by adequate supporting documentation. Contractor shall, upon request complete any form for a change that may be required or requested by Owner or its architect.

The College reserves the right to award the contract to its best interests, to any or all bids, to waive informalities, in bidding and to hold all bids for the bid guarantee period, a period of 60 days after bid opening.

**TRITON COLLEGE
TRASH REMOVAL / RECYCLING SERVICE 2018
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

The Undersigned:

Having examined the site of the work, and having familiarized himself with local conditions affecting the cost of the work and with all requirements of the specifications and duly issued addendum, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the specifications and such additional work may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and/or install the described services for stated monthly price.

To hold this bid open until 60 calendar days after the bid opening date.

To enter into and execute a contract with the College, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish bid security and insurance in accordance
2. Accomplish the work in accord with the contract

REPRESENTATIONS AND CERTIFICATIONS

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid proposal. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY: The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

INDEPENDENT PRICE DETERMINATION: The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

**TRITON COLLEGE
TRASH REMOVAL / RECYCLING SERVICE 2018
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

PREVAILING WAGE: The contractor and each subcontractor shall pay not less than the prevailing rate of hourly wages for Work of a similar character in the locality in which the Work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime Work in the performance of Work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois Revised Statutes, Chapter 48, Section 39s-1 et seq.

Pursuant to Illinois Revised Statutes, Chapter 48, Section 39s-5 the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, Workers and mechanics employed by them and also showing the actual hourly wage paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Section 39s-1, et seq., or by any laborer, Worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the Contractor or subcontractor of the pendency of such claim, demand, lien or suit.

BID RIGGING/BID ROTATING

The undersigned is not barred from bidding on this project as a result of a violation of either Section 33E-3 (Bid-rigging) or Section 38E-4 (Bid rotating) under Article 33E of Chapter 38 of the Illinois Revised Statutes.

The Contractor Acknowledges:

1. That he understands the specifications
2. That he has the equipment, technical ability, personnel and facilities to construct the project in accordance with the specifications
3. That the specifications are, in his opinion, appropriate and adequate for said project.
4. That he will conform to and abide by the decision of the Owner as to selection of Contractor.

**TRITON COLLEGE
TRASH REMOVAL / RECYCLING SERVICE 2018
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

Roy Strom Refuse Removal Service Inc.
Legal Name of person, corporation, partnership
or joint venture

If Corporation, affix Corporate Seal

[Signature], President
Signature and Title

Dated 1/23/18

If a Corporation

NAME

ADDRESS 1201 GREENWOOD AVENUE Maywood IL.
60153

DALE L. BROOKS

President

ROY STROM

Secretary

MARK PARUS

Treasurer

Corporation, State of ILLINOIS

If a Partnership

NAME OF PARTNERS

ADDRESS

If a Joint Venture

NAME OF MEMBERS

ADDRESS

**TRITON COLLEGE
TRASH REMOVAL / RECYCLING SERVICE 2018
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

CONTRACT TERM

Trash Removal Services for the time period of April 1, 2018 to March 31, 2021, 36 consecutive months.

Triton College reserves the right to add, remove, change container sizes, locations, and frequencies at any time providing a 30 day advance notice.

Bids will be reviewed and awarded independently or on a combined basis, whichever is in the best interests of the College.

The College reserves the right to accept or reject any or all parts of this bid. Bids submitted must comply with this form in its entirety; variations may result in bid rejection.

BID FORM

TRASH LOCATIONS / FREQUENCIES / COST

A.	One (1) 35 yard compactor O Bldg	On Call	\$ per haul <u>\$350.00</u>	\$ per ton <u>2</u>
B.	One (1) 8 yard B Building	5x per week	\$ per month <u>\$450.00</u>	\$ per pull <u>\$32.00</u>
C.	One (1) 6 yard T Building	2x per week	\$ per month <u>\$125.00</u>	\$ per pull <u>\$25.00</u>
D.	One (1) 6 yard R Building	3x per week	\$ per month <u>\$210.00</u>	\$ per pull <u>\$25.00</u>
E.	One (1) 6 yard J Building	3x per week	\$ per month <u>\$210.00</u>	\$ per pull <u>\$25.00</u>
F.	One (1) 6 yard A Building	3x per week	\$ per month <u>\$210.00</u>	\$ per pull <u>\$25.00</u>
G.	One (1) 6 yard C Building	1x per week	\$ per month <u>\$60.00</u>	\$ per pull <u>\$25.00</u>
H.	Six (6) 96 gallon R Building	1x per week	\$ per month <u>\$50.00</u>	\$ per pull <u>\$25.00</u>
I.	One (1) 10 yard roll off	(Up to 2 Tons)	\$ per extra Ton <u>\$47.00</u>	\$ per pull <u>\$180.00</u>
J.	One (1) 20 yard roll off	(Up to 4 Tons)	\$ per extra Ton <u>\$47.00</u>	\$ per pull <u>\$225.00</u>
K.	One (1) 30 yard roll off	(Up to 6 Tons)	\$ per extra Ton <u>\$47.00</u>	\$ per pull <u>\$315.00</u>

RECYCLE LOCATIONS / FREQUENCIES / COST

A.	One (1) 20 yard O Building	On Call	\$ per haul <u>\$90.00</u>	\$ per ton <u>2</u>
B.	One (1) 8 yard B Building	2x per week	\$ per month <u>\$160.00</u>	\$ per pull <u>\$24.00</u>
C.	One (1) 2 yard T Building	2x per week	\$ per month <u>\$25.00</u>	\$ per pull <u>\$10.00</u>
D.	One (1) 6 yard R Building	2x per week	\$ per month <u>\$60.00</u>	\$ per pull <u>\$20.00</u>
E.	One (1) 6 yard A Building	1x per week	\$ per month <u>\$40.00</u>	\$ per pull <u>\$20.00</u>
F.	One (1) 6 yard C Building	2x per week	\$ per month <u>\$50.00</u>	\$ per pull <u>\$20.00</u>
G.	Ten (10) 96 gallon B Building	1x per week	\$ per month <u>\$150.00</u>	\$ per pull ea. <u>\$15.00</u>
H.	One (1) 30 yard metal scrap O	On Call	\$ per haul <u>\$200.00</u>	\$ per ton Market Rate
I.	Six (6) 96 gallon R Building	1x per week	\$ per month <u>\$25.00</u>	\$ per pull <u>\$15.00</u>

**TRITON COLLEGE
TRASH REMOVAL / RECYCLING SERVICE 2018
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "C"

SHREDDING COST Per Pound 0.15 # per pound

COMPACTOR RENTAL COST Per Month \$100.00

TRASH RECYCLING MONTHLY TOTAL \$3585.00

Monthly total is to be based on A through H Trash and A through I Recycling. Compactor Rental to be included in monthly total. For A - Trash, factor (1) 6 ton haul per week. For A - Recycling, factor (1) 4 ton haul per week.

Roll off dumpsters (lines I, J, K, on Trash Section of Bid Form) to be bid per pull only and will be as needed and should not be included in the total monthly amount.

Roll off dumpster (line H on Recycle Section of Bid Form) to be calculated at Haul Rate minus scrap proceeds for a Credit to be issued in a separate check accompanied by weight ticket. This line is also not to be included in the total monthly amount. Checks to be directly sent to:

Triton College
Business Services Office, A 302
2000 Fifth Ave.
River Grove, IL 60171

Local References:

The reference information provided is proprietary Roy Strom Refuse Removal Service Inc. customer information. This reference information is submitted to Triton College District #504 for the sole purpose of meeting Triton College's request for local references. The information supports Roy Strom Refuse Removal Service, Inc, qualifications and ability to meet the service specification requirements.

Anthony Cozzi
Director of Finance and Facilities
River Forest Public Schools District 90
7776 W. Lake Street
River Forest IL. 60305
708-771-8282

Bob Ladadio
Forest Park Public Schools District 91
424 Des Plaines Avenue
Forest Park IL. 60130
708-366-5700

Catherine Nichin
Building and Grounds
Dominican University
7900 W. Division Street
River Forest IL. 60305
708-524-6897

Joan Wangeron
Director of Finance
Concordia University
7400 W. Augusta Blvd.
River Forest IL. 60305

Jeanne Walsh
Village of River Grove
8300 Center Street
River Grove IL. 60171
708-453-8000

Guy Belmonte
Village Manager
Village of North Riverside
2401 Des Plaines Avenue
North Riverside IL. 60546

Additional references and information is available upon request

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Roy Strom Refuse Removal Service, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1201 Greenwood Avenue

6 City, state, and ZIP code
Maywood, Illinois 60153

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-					
--	--	--	---	--	--	--	--	--

or

Employer identification number

3	6	-	2	3	4	5	3	5
---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

1-19-18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
DS&P Insurance Services
1900 E Golf Rd Ste 650
Schaumburg IL 60173

CONTACT NAME: James L Sulkowski
PHONE (A/C, No, Ext): (847) 934-6100 FAX (A/C, No): (847) 934-6186
E-MAIL:
ADDRESS:

INSURED
Roy Strom Refuse Removal Service, Inc.
1201 Greenwood Ave.
Maywood IL 60153

(708) 344-5000

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	11150
INSURER B: American Guarantee & Liability	26247
INSURER C: Travelers Prop&Cas Co of America	25674
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Cert ID 22411

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			41PKG8917212	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			41PKG8917212	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			AUC008452503	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	41WCI8917112	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased & Rented Equipment			QT660307D9973COF17	12/31/2017	12/31/2018	Max Limit per Item, \$2,500 Ded \$ 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Trash Removal/Recycling Service

The following added as an Additional Insured with respect to General Liability and Umbrella Liability when required by written contract: Triton College

CERTIFICATE HOLDER

Triton College
2000 Fifth Avenue
River Grove IL 60171

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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TRITON COLLEGE
PURCHASING DEPARTMENT
2000 Fifth Avenue, River Grove, IL 60171

Vendor Application Form

Triton College is requesting information that is necessary to accomplish the Policy of Triton College Board of Trustees. Disclosure of this information is REQUIRED. Failure to provide any information will result in this form not being processed.

INSTRUCTIONS: (Please type or print.) In order to be placed on the Triton College Vendor List, the applicant must complete all sections and sign on the bottom of Page 2. When completed, return the application to the above address, email to procurement@triton.edu or fax to 708-583-3112.

1 Name of Firm, Street Address, City, State and Zip Code:

Roy Strom Refuse Removal Service Inc.
1201 Greenwood Avenue Maywood IL 60153

Phone Number: (708) 344-5000 Fax Number: (708) 344-4000

2 Address to which orders or bid proposals are to be mailed (If different from Item 1).

Federal Employer Identification Number or the Applicant's Social Security Number:

36-2334535

D&B Number:

Company Website:

www.RoyStrom.com

3 Type of Organization (check one)

☐ Individual ☐ Partnership ☐ Non-Profit Organization ☒ Corporation Incorporated under the laws of State of

4 If a division of a Corporation, show name and address of Parent Company. If Parent Company, list subsidiaries.

NOTE: SOCIAL SECURITY NUMBER MUST BE USED FOR INDIVIDUAL AND/OR SOLE PROPRIETORSHIP. (See Questions 3 and 4 above.)

5 Identify equipment, supplies, materials, and/or services you desire to furnish. Show brand names of manufacturers or other information that will be helpful to buyers in inviting your firm to bid on agency requests. (Additional items may be submitted on an attached sheet.)

D+B Fabricators REAR-Load Containers for TRASH + Recycling
2014 Mack REAR Load Garbage TRUCK for TRASH
2008 Mack REAR Load Recycling TRUCK for Recycling

6 In Compliance with the Illinois Purchasing Act found in the Illinois Public Community College Act, state the name of each individual having a beneficial interest of more than 7 1/2 percent in the enterprise and each individual, who, together with spouse or minor children, has a beneficial interest of more than 15 percent in the enterprise. (Applies to individual proprietorships, partnerships and/or corporations.) AS PER ILLINOIS REVISED STATUTES, CH. 127, PAR. 132-11.1, AND CH. 102, PAR. 3, 3.1 AND 3.2.

Roy A. Strom -

6.1 If Applicant is a Corporation; both of the following two columns must be completed:

(a) Corporate Officers

Dale Brook - President
Roy Strom - Seceretary
Mark Parus - Treasurer

(b) Corporate Directors

Roy Strom - CEO
George Strom - Vice President
Dale Brook - Pres. Sent

6.2 Are any of the persons listed in No. 6. Elected Officials, Members of the General Assembly, Illinois State Employees or the spouse or minor child of such official, assembly member, officer or employee?

☒ No

☐ Yes, please explain:

7. Illinois Department of Central Management Services Business Enterprise Program Classification

- ☐ Minority Business Enterprise (MBE)
- ☐ Persons with Disability Business Enterprise (PBE)
- ☐ Service Disabled Veteran Owned Small Business (SDVOSB)
- ☐ Sheltered Workshop (SWS)
- ☐ Veteran Owned Small Business (VOSB)
- ☐ Women Business Enterprise (WBE)
- ☐ Women/Minority Business Enterprise (WMBE)

Include certification documentation with this application.

8. APPLICANT SELF-CERTIFICATION

The undersigned applicant does swear or affirm that:

- (1) The information provided in the Vendor Application Form and/or Applicant Self-Certification Form is true and correct as of the time of signing (Note: Any significant additional or modifying information must be submitted to the College within a reasonable period of time.)
- (2) Neither applicant nor any principal officer or employee, so far as it is known, is now debarred or declared ineligible by any State agency from bidding or otherwise furnishing goods or services to the State, and
- (3) Applicant, its officers or employees, have not been convicted of bribery nor attempted bribery of an officer or employee of the State of Illinois, nor have made an admission of guilt of such conduct that is a matter of record.
- (4) Applicant certifies that it does not pay any dues or fees on behalf of its employees or agents, nor does applicant subsidize or otherwise reimburse them for payment of dues or fees to any unlawfully discriminatory organization.
- (5) Vendor represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations.
- (6) Vendor 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 prohibited by law. Vendor certifies that it is an equal opportunity employer.
- (7) Vendor certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- (8) If Vendor has more than 25 employees, vendor certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act 30 ILCS 580/1 et seq.

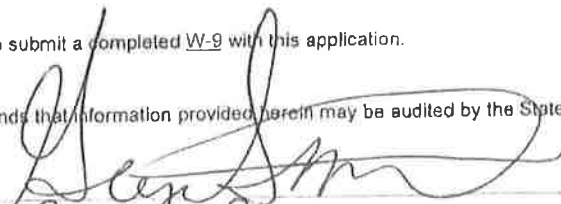
You are required to submit a completed W-9 with this application.

Applicant understands that information provided herein may be audited by the State or verified by other means

SIGNATURE

NAME

TITLE


George Strom
Vice President

Date

1-23-18

Agreement Between Triton College and Independent Contractor

Start date: ____/____/____
Maximum value: \$____

This Agreement made this ____ day of _____, 20____, between Community College District No. 504 (hereinafter referred to as Triton College) located at 2000 Fifth Ave., River Grove, Ill. 60171 and Independent Contractor (hereinafter referred to as _____), located at _____.

In consideration of the mutual promises of the parties hereinafter specified, it is agreed by the parties as follows:

1. Independent Contractor shall perform the following services under this Agreement: _____

2. The location of the services to be performed shall be at the Triton College Campus, _____ (building and room number), 2000 Fifth Ave., River Grove, Ill.; or off-campus location, _____.
3. Independent Contractor shall perform the services on: date(s) ____/____/____ to ____/____/____ and time(s) _____ to _____.
4. Triton College agrees to pay to Independent Contractor the amount of \$____, which shall be paid within (60) days after the latest date specified in paragraph three above. (*60 days is standard.)
5. Independent Contractor agrees to hold harmless and indemnify Triton College, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton College, its officers, agents, trustees or employees including reasonable attorneys fees and expenses arising out of the acts or omissions of Independent Contractor, its officers, agents or employees under this Agreement.
6. Independent Contractor shall perform its obligations under this Agreement as an independent contractor and shall not be considered an employee of Triton College for any purpose.
7. Independent Contractor assumes full responsibility for the payment of all federal, state or local taxes incurred by Independent Contractor as a result of this Agreement.
8. This Agreement is executed by an authorized representative of Triton College in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
9. Independent Contractor represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations hereunder in accordance with accepted industry standards and agrees to perform in accordance with accepted industry standards.
10. In no event shall Triton College be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings. The entire liability of Triton College and Independent Contractor's exclusive remedy for breach of this contract shall not exceed the initial deposit paid to Independent Contractor which the parties acknowledge is an appropriate measure of liquidated damages and said amount shall not be construed as a penalty.
11. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois regardless of any conflict of laws provision. All disputes arising out of this Agreement, wherever derived, shall be resolved in the Circuit Court of Cook County, Illinois.
12. Independent Contractor, pursuant to 720 ILCS 5/33E-11 as amended, hereby certifies that neither it nor any of its partners, officers or owners has been convicted in the past five years of the offense of bid rigging under 720 ILCS 5/33E-3 as amended; that neither it nor any of its partners, officers or owners has ever been convicted of the offense of bid rotating under Section 720 ILCS 5/33E-4 as amended; and that neither it nor any of its partners, officers or owners have ever been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.
13. Independent Contractor does not discriminate on the basis of race, color, religion, creed, sex, national origin, ancestry, age, marital status, physical or mental handicap or an unfavorable discharge from military service or any other basis prohibited by law in the hiring, employment, promotion or training of personnel. Independent Contractor certifies that it is an equal opportunity employer.
14. Independent Contractor certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
15. If Independent Contractor has more than 25 employees, Independent Contractor certifies that it provides a drug free workplace in compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et seq.
16. Independent Contractor shall maintain liability insurance in minimum limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate and shall name Triton College, its officers, agents, trustees and employees as additional insureds.
17. The instruction rendered by the Independent Contractor under this Agreement shall not in any manner be used towards attaining tenure or seniority as a faculty member employed by Triton College.
18. Time is of the essence of this Agreement.
19. The use of the word "it" in this Agreement shall include the feminine or masculine, and the singular and plural, in reference to the parties to this Agreement.
20. Assignment of this Agreement or assignment of any right or obligation contained herein by Independent Contractor is strictly prohibited.
21. There are _____ Riders to this Agreement. This Agreement and any riders attached hereto constitute the entire Agreement of the parties, and there are no other Agreements, representations or understanding, or written instruments between the parties with respect to the subject of this Agreement. No alteration, modification or amendment to this Agreement shall be valid unless in writing and signed by both parties.
22. Any provision hereof which is construed by a court of competent jurisdiction to be illegal or unenforceable shall be reduced to the maximum time, area or scope necessary to render such clause legal and enforceable, or if same is incapable of being so reduced, such clause shall be deemed severed herefrom and shall not affect or impair the operability of any other provision of this Agreement.

In witness whereof, the parties have executed this Agreement upon the day and year first above written.

(PRINT OR TYPE ONLY)

Community College District No. 504 (Triton College) Representative* _____ Date _____

*Contract is not valid unless each page bears initials of contract manager. _____

Administrator _____

Dean _____

Vice President _____

Other _____

White Contract Manager
Green Business Office
Caucasian Requisitioner
Pink Vice President
Gold Independent Contractor

Independent Contractor _____

Signature _____

Address _____

Telephone _____

Social Security no. or FEIN _____

Rev. Date 08/08

Must be completed in full for processing.

TERMS AND CONDITIONS

1. All delivery charges must be PREPAID.
2. If this order is not acceptable exactly as written, return at once with explanation, or call purchasing ext. 3467.
3. INVOICES MUST BE RENDERED IN DUPLICATE.
4. All shipments of material are accepted subject to inspection and approval by the purchaser. Seller must pay transportation charges both ways on returned goods.
5. The discount period shall begin on the date of the first Board of Trustees Meeting following receipt of invoice.
6. One back-order only, cancel after 60 days.
7. We are not subject to federal or retail tax.
8. Ship cheapest way unless otherwise indicated.
9. Send acknowledgment with firm shipping date.
10. This purchase order (or contract) is subject to the Equal Opportunity requirements of the Illinois Fair Employment Practices Commission.

If this contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"), the Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing wage of rates" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

<http://www.state.il.us/agency/idol/rates.htm>

All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and recording duties.