



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, May 15, 2018

- I. CALL TO ORDER** May 15, 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 Organizational Board Meeting of April 17, 2018, No. 16](#)
 - [Minutes of the Regular Board Meeting of April 17, 2018, No. 17](#)
 - [Minutes of the Special Board Meeting of April 30, 2018, No. 18](#)
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
 - A. Action Exhibits
 - [16087 Budget Transfers](#)
 - [16088 Resolution Authorizing Public Hearing on Proposed FY 2019 Budget](#)
 - [16089 Educational Broadband Service Long-Term Transfer Lease Agreement](#)
 - [16090 Krueger International, Inc. \(KI\) Career Services Furniture Purchase](#)
 - [16091 Krueger International, Inc. \(KI\) Computer Lab Furniture Purchase](#)
 - [16092 Agreement with Athletico Management, LLC](#)

- [16093 Memorandum of Understanding with Cook County Sheriff's Office](#)
- [16094 Renewal of Memorandum of Understanding with National Louis University](#)
- [16095 Cooperative Agreement with Family Pet Animal Hospital](#)
- [16096 Cooperative Agreement with Companion Animal Hospital on Route 66](#)
- [16097 Clinical Affiliation Agreement with Wilson Care](#)
- [16098 Clinical Affiliation Agreement with Midwest Center for Women's Healthcare](#)
- [16099 Clinical Affiliation Agreement with Generations at Oakton Pavillion](#)
- [16100 Clinical Affiliation Agreement with Generations at Regency](#)
- [16101 Clinical Affiliation Agreement with Greenwood Care](#)
- [16102 Clinical Affiliation Agreement with PCC Community Wellness Center](#)
- [16103 Clinical Affiliation Agreement with Bryn Mawr Care](#)
- [16104 Clinical Affiliation Agreement with Albany Care](#)
- [16105 Library Book Purchases from Amazon.com](#)
- [16106 Library Membership & Database Purchases through CARLI](#)
- [16107 Agreement with Naxos Online Libraries, LLC](#)
- [16108 Library Periodical Subscription Service through EBSCO](#)
- [16109 Library Membership and Databases Purchases through NILRC](#)
- [16110 Agreement with Comcast Spotlight](#)
- [16111 Agreement with Comcast Spotlight-Digital](#)
- [16112 Agreement with Pandora Radio](#)
- [16113 Agreement with Illinois Convenience and Safety](#)
- [16114 Agreement with WKQX \(Cumulus Media\)](#)
- [16115 Agreement with Interstate Outdoor Advertising](#)
- [16116 Agreement with WCIU TV Weigel Broadcasting](#)
- [16117 Waiver of Facility Rental Fee for Italian American Human Relations Foundation of Chicago – Confirmation of Board Poll](#)

B. [Purchasing Schedules](#)

C. [Bills and Invoices](#)

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

E. [Human Resources Report](#)

XIV. COMMUNICATIONS – INFORMATION

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

XV. ADJOURNMENT

CALL TO ORDER/ROLL CALL

Vice Chairwoman Donna Peluso called the Organizational meeting of the Board of Trustees to order in the Boardroom at 6:43 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Ms. Dafne Henriquez, Mr. Glover “Tres” Johnson, Ms. Donna Peluso, Mrs. Elizabeth Potter, Mr. Jay Reyes, Ms. Diane Viverito.

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

Ms. Peluso noted that she is chairing the meeting due to the illness of Mr. Stephens.

CITIZEN PARTICIPATION

None.

REORGANIZATION OF THE BOARD

BOARD OFFICERS

Member to Serve as Chairperson of the Board

Ms. Peluso made a motion in nomination of Mark Stephens as Chairperson of the Board, seconded by Mr. Reyes. There were no other nominations. Voice vote carried the motion unanimously.

Member to Serve as Vice-Chairperson of the Board

Ms. Viverito made a motion in nomination of Donna Peluso as Vice-Chairperson of the Board, seconded by Mr. Reyes. There were no other nominations. Voice vote carried the motion unanimously.

Member to Serve as Secretary of the Board

Mr. Reyes made a motion in nomination of Diane Viverito as Secretary of the Board, seconded by Ms. Peluso. There were no other nominations. Voice vote carried the motion unanimously.

BOARD APPOINTMENTS

Treasurer

Vice President of Business Services Sean Sullivan was appointed as Treasurer.

Attorney

The legal firm of Kusper & Raucci Chartered was appointed as Attorney.

Auditors

The auditing firm of Crowe Horwath LLP was appointed as Auditors.

Architects

The architectural firm of Arcon & Associates was appointed as Architects.

Board Representatives to Outside Organizations

Tres Johnson was appointed Board representative to the Illinois Community College Trustees Association (ICCTA); Diane Viverito was appointed Board representative to the American Association of Community Colleges (AACC).

Board Committee Appointments

Diane Viverito was appointed Chair of the Board Academic Affairs & Student Affairs Committee, with Luke Casson as member. Donna Peluso was appointed Chair of the Board Finance/Maintenance & Operations Committee, with Elizabeth Potter as member. The Full Board will serve as the Auditing Committee.

Mr. Reyes made a motion to approval all of the Board Appointments, seconded by Mr. Johnson. Voice vote carried the motion unanimously.

NEW BUSINESS

ACTION EXHIBITS

16075 Regular Board Meeting Dates for Calendar Year 2019

Board meeting dates for 2019 are: January 22, February 19, March 19, April 16, May 21, June 18, July 16, August 27, September 24, October 15, November 19, and December 17.

Mr. Reyes made a motion to approve the Regular Board Meeting Dates for Calendar Year 2019, seconded by Ms. Viverito. Voice vote carried the motion unanimously.

16076 Selection of Student Member of the Board of Trustees

The Student Trustee for 2018-2019 will be Ms. Erendira Garcia.

Ms. Viverito made a motion to approve the Selection of Student Member of the Board of Trustees, seconded by Mr. Reyes. Voice vote carried the motion unanimously.

RECOGNITION OF OUTGOING STUDENT TRUSTEE

Ms. Peluso stated that it was a pleasure working with Ms. Henriquez and being on the Board together. She thanked Ms. Henriquez for her service and presented her with a plaque of recognition on behalf of the Board of Trustees. Ms. Henriquez expressed her gratitude for the experience and everything the Board does for the college, and stated that she will continue to be an ambassador for the college.

TRUSTEE ARRIVAL

Mr. Casson arrived in the Boardroom at 6:53 p.m.

SEATING OF NEW STUDENT TRUSTEE

Attorney Dan Cannon issued the oath of office to Erendira Garcia and she was welcomed to the Board of Trustees.

ADJOURNMENT

A motion was made by Ms. Viverito to adjourn the meeting, seconded by Mr. Reyes. Voice vote carried the motion unanimously. Vice Chairwoman Peluso adjourned the meeting at 6:54 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Diane Viverito
Board Secretary

Susan Page
Susan Page, Recording Secretary

CALL TO ORDER/ROLL CALL

Vice Chairwoman Donna Peluso called the regular meeting of the Board of Trustees to order in the Boardroom at 6:54 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Mr. Luke Casson, Ms. Erendira Garcia, Mr. Glover “Tres” Johnson,
Ms. Donna Peluso, Mrs. Elizabeth Potter, Mr. Jay Reyes, Ms. Diane Viverito.

Absent: Mr. Mark Stephens.

APPROVAL OF BOARD MINUTES

Mr. Casson made a motion, seconded by Mr. Johnson, to approve the minutes of the Special Board Meeting of March 5, 2018. Voice vote carried the motion 6-0 with the Student Trustee voting “present.”

Mrs. Potter made a motion, seconded by Mr. Reyes, to approve the minutes of the Regular Board Meeting of March 27, 2018. Voice vote carried the motion 6-0 with the Student Trustee voting “present.”

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Faculty Association President Joe Dusek reported that significant progress has been made in negotiations, and faculty hope for a rapid conclusion.

Mid-Management Association President Kay Frey wished the Board of Trustees a Happy National Volunteer Week and thanked them for their service.

Classified Association President Renee Swanberg reported that Classified will be having a tree planted in memory of Missy Cabrera, and hope to accomplish this in May.

Adjunct Faculty Association President Bill Justiz congratulated the faculty being recognized tonight.

STUDENT SENATE REPORT

TCSA President Lorenz Cagbabanua reported that seven students went to Springfield for Advocacy Day, and the TCSA has approved its budget for next year.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito reported that the committee went over items on the Board agenda pertaining to academic and student affairs and are in support of them.

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on April 4, reviewed nine new business items and three purchasing schedules, and voted unanimously to forward them all to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

Outstanding Faculty: Vice President of Academic Affairs Debra Baker introduced the following Outstanding Faculty Award winners, who are present tonight with their families. Gretchen Reyes from the Business Department is Outstanding Adjunct Faculty of the Year, and is the College's nomination for the Illinois Community College Trustees Association (ICCTA) Outstanding Adjunct Faculty Award. Joseph Klien from the English Department is tied for Outstanding Faculty of the Year with Daniele Manni from the Philosophy Department. Mr. Manni is the College's nominee for the ICCTA Outstanding Faculty Award.

Quarterly Grants Report: Executive Director of Grants Development Sacella Smith provided the following grant highlights of the third quarter. Awards were received in the amount of \$500,000 for the TRIUMPH-Community College Expansion Initiative from ECMC Foundation and \$10,000 for Triton's Meal Pantry from the Henrietta Lange Burk Fund. Approximately \$400,000 in funding requests were made. The College has not yet heard further about the Title V fund down.

GENIUS Grant: Environmental Science Faculty Dr. Sheldon Turner presented the GENIUS Project that is being funded by a five-year, \$650,000 NSF Grant. The **Geo-EN**gineering **I**nnovations through **U**ndergraduate **S**cholarship (GENIUS) project brings together science and engineering and will provide full tuition for up to three years, support systems, and community-based service learning for 40-50 students in the fields of mining, energy, infrastructure, and environmental sciences. It is intended to be an avenue for students who might not otherwise be able to attend college. Dr. Turner is now recruiting high-achieving students in the areas of Engineering Science and Geoscience to build cohorts for the project. President Moore and Trustees discussed ways the Board can help get the word out about this project to help in the recruiting process.

PRESIDENT'S REPORT

President Mary-Rita Moore announced that April is Community College Month, and highlighted the following celebration-worthy items. She acknowledged the hard work of our students, the collaborative nature of our faculty and staff, the efforts of our partners and committees, and the Trustees for their work in supporting our mission. The Child Development Center is celebrating the Week of the Young Child with an art exhibit—the paper flowers at each Trustee's place are compliments of some of our youngest students. President Moore has received acknowledgement that Triton is recognized as a Tree Campus USA for the second year. Lastly, Ms. Moore invited everyone to attend the STEAM Expo, a community event this Saturday in the R building.

CHAIRMAN'S REPORT

Ms. Peluso thanked the Board members for their volunteerism in serving the college and community.

A moment of silence was observed in honor of former First Lady Barbara Bush.

NEW BUSINESS

ACTION EXHIBITS

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

- 16077 Budget Transfers**
- 16078 Intergovernmental Agreement Extension of the DVR – Des Plaines Valley Education for Employment Regional Delivery System**
- 16079 Camcor, Inc. – Epsom Interactive Board Purchase**
- 16080 Waiver of Facility Rental Fee for Maywood – Bellwood Chamber of Commerce**
- 16081 Fees for Academic Transcripts**
- 16082 Administration Fees for Testing Services**
- 16083 Renewal of Memorandum of Understanding with Eastern Illinois University**
- 16084 Agreement with Comcast Spotlight**
- 16085 College Curriculum Committee Recommendations**

Ms. Viverito made a motion to approve the Action Exhibits, seconded by Mr. Reyes. Voice vote carried the motion 6-0 with the Student Trustee voting “present.”

PURCHASING SCHEDULE

- B40.16 Landscape Maintenance 2018**
- B40.17 Continuing Ed Guide – Summer 2018**
- B40.18 Parking Gate Installation 2018**

Mrs. Potter made a motion to approve the Purchasing Schedules, seconded by Mr. Johnson. Voice vote carried the motion 6-0 with the Student Trustee voting “present.”

BILLS AND INVOICES

Ms. Viverito made a motion, seconded by Mr. Casson, to pay the Bills and Invoices in the amount of \$1,058,468.83.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Ms. Peluso, Mrs. Potter, Mr. Reyes,
Ms. Viverito.
Present: Ms. Garcia.
Absent: Mr. Stephens.

Motion carried 6-0 with the Student Trustee voting “present.”

CLOSED SESSION

Mr. Reyes 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. Johnson.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. Johnson, Ms. Peluso, Mrs. Potter, Mr. Reyes,
Ms. Viverito.
Present: Ms. Garcia.
Absent: Mr. Stephens.

Motion carried 6-0 with the Student Trustee voting “present.” The Board went into Closed Session at 7:37 p.m.

RETURN TO OPEN SESSION

Ms. Viverito made a motion to return to Open Session, seconded by Mr. Reyes.

Roll Call Vote:

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

Motion carried 6-0 with the Student Trustee voting yes. The Board returned to Open Session at 8:20 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

Ms. Viverito made a motion, seconded by Mrs. Potter, to approve page 1 of the Human Resources Report, items 1.1.01 through 1.4.01. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Ms. Viverito made a motion, seconded by Mr. Casson, to approve page 2 of the Human Resources Report, items 2.3.01 through 2.8.01. Voice vote carried the motion unanimously.

3.0 Administration

Mrs. Potter made a motion, seconded by Mr. Casson, to approve page 3 of the Human Resources Report, items 3.1.01 and 3.2.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Mrs. Potter made a motion, seconded by Mr. Reyes, to approve pages 4 and 5 of the Human Resources Report, items 4.1.01 through 4.4.02. Voice vote carried the motion unanimously.

5.0 Mid-Management

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve page 6 of the Human Resources Report, items 5.1.01 through 5.4.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Mr. Casson made a motion, seconded by Mr. Reyes, to approve pages 7 through 9 of the Human Resources Report, items 6.1.01 through 6.5.01. Voice vote carried the motion unanimously.

7.0 Other

No action on page 10 of the Human Resources Report

ADJOURNMENT

There being no further business before the Board, a motion was made by Ms. Viverito to adjourn the meeting, seconded by Mrs. Potter. Voice vote carried the motion unanimously. Vice Chairwoman Peluso adjourned the meeting at 8:23 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Diane Viverito
Board Secretary

Susan Page
Susan Page, Recording Secretary

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the special meeting of the Board of Trustees to order in the Boardroom at 6:19 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Mr. Luke Casson, Ms. Donna Peluso, Mrs. Elizabeth Potter, Mr. Mark Stephens, Ms. Diane Viverito.

Absent: Ms. Erendira Garcia, Mr. Glover “Tres” Johnson, Mr. Jay Reyes.

Mr. Stephens noted that Mr. Johnson is traveling for work and Mr. Reyes is involved in an activity with his children. They have been apprised of this meeting and will be forwarded copies of all meeting documents.

CITIZEN PARTICIPATION

None.

CLOSED SESSION

Ms. Peluso made a motion to go into Closed Session to consider a Human Resources matter under Sections 7.c.1. and c.11. of the Illinois Open Meetings Act, seconded by Ms. Viverito.

Roll Call Vote:

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

Absent: Ms. Garcia, Mr. Johnson, Mr. Reyes.

Motion carried 5-0. The Board went into Closed Session at 6:22 p.m.

RETURN TO OPEN SESSION

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

Roll Call Vote:

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

Absent: Ms. Garcia, Mr. Johnson, Mr. Reyes.

Motion carried 5-0. The Board returned to Open Session at 6:29 p.m.

NEW BUSINESS

ACTION EXHIBIT

16086 Resignation and Retirement Agreement with the Vice President of Student Affairs

Ms. Peluso moved that the Board approve the Resignation and Retirement Agreement between the Board of Trustees and Dr. Douglas Olson, as summarized and recommended by Vice President Sullivan, in substantially the same form as posted on the District’s website, and to authorize the Chairman and the Secretary to sign the Agreement on behalf of the Board. Ms. Viverito seconded that motion.

Roll Call Vote:

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

Absent: Ms. Garcia, Mr. Johnson, Mr. Reyes.

Motion carried 5-0.

ADJOURNMENT

There being no further business before the Board, a motion was made by Ms. Viverito to adjourn the meeting, seconded by Mr. Casson. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 6:32 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 May 15, 2018

ACTION EXHIBIT NO. 16087

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 4/1/18 to 4/30/18**

FROM		
ID#	AREA	ACCT #
EDUCATION FUND		
1	Mathematics	01-10101010-540100210
2	Dean, Health Occupations	01-20801040-580600005
3	Dean, Health Occupations	01-20801040-580600005
4	AVP Academic Affairs	01-80100515-530900010
5	AVP Academic Affairs	01-80100515-540600005
6	AVP Academic Affairs	01-80100515-580600005
7	Human Resources	01-80400515-530900010

TO		
AREA	ACCT #	AMOUNT
Mathematics	01-10101010-530400010	\$ 216.00
Diagnostic Med Sonography	01-10401015-530400010	5,965.00
Nuclear Medicine	01-10401030-530400010	7,879.00
AVP Academic Affairs	01-80100515-550100005	1,000.00
AVP Academic Affairs	01-80100515-550100005	450.00
AVP Academic Affairs	01-80100515-540900505	2,500.00
Human Resources	01-80400515-540200005	420.00
TOTAL EDUCATION FUND		\$ 18,430.00

FROM		
ID#	AREA	ACCT #
BUILDING FUND		
8	Ground Maintenance	02-70300510-540200005

TO		
AREA	ACCT #	AMOUNT
Ground Maintenance	02-70300510-550100005	\$ 41.00
TOTAL BUILDING FUND		\$ 41.00

FROM		
ID#	AREA	ACCT #
AUXILIARY FUND		
9	Athletics	05-60400505-550200005
10	ATH-Track	05-60401050-540900505
11	Cernan Earth & Space Center	05-60900505-530400010

TO		
AREA	ACCT #	AMOUNT
Women's Softball	05-60401040-530900010	\$ 2,600.00
ATH-Track	05-60401050-550300005	3,600.00
Cernan Earth & Space Center	05-60900505-540900505	2,000.00
TOTAL AUXILIARY FUND		\$ 8,200.00

**PROPOSED BUDGET TRANSFERS - FY 2018
FOR THE PERIOD 4/1/18 to 4/30/18**

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
RESTRICTED FUND					
12	Automotive Tech Grant	06-10300520-510300030	Automotive Tech Grant	06-10300520-540900505	\$ 700.00
13	Automotive Tech Grant	06-10300520-560600010	Automotive Tech Grant	06-10300520-540900505	471.00
14	Automotive Tech Grant	06-10300520-580600005	Automotive Tech Grant	06-10300520-540900505	3,576.78
15	STN-PERKINS-SURGICAL TECH	06-10405003-510200010	STN-PERKINS-SURGICAL TECH	06-10405003-540900505	4,863.00
16	STN-PERKINS-SURGICAL TECH	06-10405003-510200010	STN-PERKINS-SURGICAL TECH	06-10405003-540900505	13,194.00
17	STN-PERKINS-SURGICAL TECH	06-10405003-510300030	STN-PERKINS-SURGICAL TECH	06-10405003-530900010	1,059.00
18	AES-ADULT ED. STATE	06-10605002-510200005	AES-ADULT ED. STATE	06-10605002-530900030	5,000.00
19	AES-ADULT ED. STATE	06-10605002-510200005	AES-ADULT ED. STATE	06-10605002-550100010	5,000.00
20	State Retired Volunteer	06-40405005-540200005	State Retired Volunteer	06-40405005-550200005	180.93
			TOTAL RESTRICTED FUND		\$ 34,044.71
			TOTAL PROPOSED BUDGET TRANSFERS		\$ 60,715.71

Budget Transfer Form**Dollar Amount** \$216.00**From what Budget Account**01 - 10101010 - 540100210**Object Code Description**Mathematics Instructional Supplies**To what Budget Account**01 - 10101010 - 530400010Mathematics Maintenance Services**Is this a Grant?**
Grant Accountant?Yes No
☐ ☒Yes No
Include Attachment? ☒ ☐**Rationale**

Transfer from Instructional Supplies to Maintenance Services is needed to renew the maintenance contract for the Scantron Machine. The Service Contract has increased from \$709.00 to \$766.00. This transfer will cover the cost increase. The instructional supplies account will have an estimated budget of \$2,065.82 for the remainder of the fiscal year.

Required Signatures**Requestor**DocuSigned by:
Nora L. Sosa 3/27/2018**Cost Center Manager**DocuSigned by:
Debra Jablonski 3/27/2018**Associate Dean (If Applicable)****Dean (If Applicable)**DocuSigned by:
Kevin Li 3/27/2018**Associate Vice President**DocuSigned by:
Cheryl Bowser-Antonich 3/27/2018**Area Vice President**DocuSigned by:
Debra Baker 3/27/2018**BUSINESS OFFICE APPROVALS****Grant Accountant:** _____**Asst. Director of Finance** _____**Exec. Director of Finance:** _____**AVP of Finance:** _____**VP of Business Services:** _____**Entered by:** B357705 4/4/18

Budget Transfer Form**Dollar Amount**

\$5965.00

Object Code Description**From what Budget Account**

01 - 20801040 - 580600005

Equipment-Instructional

To what Budget Account

01 - 10401015 - 530400010

Maintenance Services

Is this a Grant?Yes
☐No
☒**Grant Accountant?****Include Attachment?**Yes
☐No
☒**Rationale**

Please transfer funds from Dean of Health Careers equipment-Instructional object code into DMS Maintenance Services object code in order to support the cost of repairs for equipment in the Diagnostic Medical Sonography lab, which consist of GE Volusion imaging unit and GE P5 imaging unit. There is not enough funding in the DMS Maintenance Services account to support cost of repairs for equipment.

Fewer funds are needed in the Dean of Health Careers equipment-Instructional account than originally anticipated.

Required Signatures**Requestor**

DocuSigned by:

Linda Martinez

4/6/2018

Cost Center Manager

DocuSigned by:

Susan Campos

4/6/2018

Associate Dean (If Applicable)**Dean (If Applicable)**

DocuSigned by:

Susan Campos

4/6/2018

Associate Vice President

DocuSigned by:

Cheryl Antonich

4/6/2018

Area Vice President

DocuSigned by:

Debra Baker

4/10/2018

BUSINESS OFFICE APPROVALS**Grant Accountant:** _____**Asst. Director of Finance** _____**Exec. Director of Finance:** _____**AVP of Finance:** _____**VP of Business Services:** _____**Entered by:** B3589 DS 4/11/18

Budget Transfer Form

Dollar Amount

\$7879.00

Object Code Description

From what Budget Account

01 - 20801040 - 580600005

Equipment-Instructional

To what Budget Account

01 - 10401030 - 530400010

Maintenance Services

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

Please transfer funds from Dean of Health Careers equipment-Instructional object code into NUM Maintenance Services object code in order to support the cost of repairs for equipment in the Nuclear Medicine lab, which consist of Siemens E cam. There is not enough funding in the NUM Maintenance Services account to support cost of repairs for equipment.

Fewer funds are needed in the Dean of Health Careers equipment-Instructional account than originally anticipated.

Required Signatures

Requestor

 DocuSigned by:
Linda Martinez 4/6/2018
 3420471850CE430...

Cost Center Manager

 DocuSigned by:
Susan Campos 4/6/2018
 FC3A451F8641495...

Associate Dean (If Applicable)

Dean (If Applicable)

 DocuSigned by:
Susan Campos 4/6/2018
 F05A461F8641495...

Associate Vice President

 DocuSigned by:
Cheryl Antonick 4/6/2018
 8A5E100B32C447...

Area Vice President

 DocuSigned by:
Debra Baker 4/10/2018
 930517A3C02A4D5...
BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____

Entered by: B3588 DS 4/11/18

Budget Transfer Form

Dollar Amount

\$1000.00

Object Code Description

From what Budget Account

01 - 80100515 - 530900010

Other Contractual Services

To what Budget Account

01 - 80100515 - 550100005

Meeting Expense

Is this a Grant?

Yes No
() (x)

Grant Accountant?

Include Attachment?

Yes No
() (x)**Rationale**

Please transfer funding from the Other Contractual Services line into the Meeting Expense line. More funding is needed in the Meeting Expense line to offset expenses associated with the 2018 STEAM Expo and remaining School College Alliance Partnership meetings. The remaining funds in the Other Contractual Services Line will be sufficient through the end of the fiscal year.

Required Signatures

Requestor

DocuSigned by:

Cheryl Antonich

3/27/2018

Cost Center Manager

DocuSigned by:

Cheryl Antonich

3/27/2018

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:

Cheryl Antonich

3/27/2018

Area Vice President

DocuSigned by:

Debra Baker

3/27/2018

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____

Entered by: B3576DS

4/4/18

Budget Transfer Form

Dollar Amount

\$450.00

Object Code Description

From what Budget Account

01 - 80100515 - 540600005

Publications & Dues

To what Budget Account

01 - 80100515 - 550100005

Meeting Expense

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

Please transfer funding from Publications & Dues line to the Meeting expense line. More funding is needed in the meeting expense line to offset upcoming expenses associated with the 2018 STEAM Expo and remaining School College Alliance Partnership meetings. Funding in the Publications & Dues line is not needed through the end of the fiscal year.

Required Signatures

Requestor

DocuSigned by:
Cheryl Antonich 3/27/2018

Cost Center Manager

DocuSigned by:
Cheryl Antonich 3/27/2018

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:
Cheryl Antonich 3/27/2018

Area Vice President

DocuSigned by:
Debra Baker 3/27/2018

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____

Entered by: B3575 054/4/18

Budget Transfer Form**Dollar Amount**\$2500.00**Object Code Description****From what Budget Account**01 - 80100515 - 580600005Equipment Instr.>5k**To what Budget Account**01 - 80100515 - 540900505Other Materials and Supplies**Is this a Grant?**
Grant Accountant?Yes No
☐ ☒Yes No
Include Attachment? ☐ ☒**Rationale**

Please transfer funding from the > 5k instructional equipment line into the other materials and supply line to offset expenses associated with equipment purchases <5k that were made to support CE program needs. More funding is needed in other materials and supplies to cover anticipated expenses associated with the 2018 STEAM Expo. Remaining funding in the >5k instructional equipment line are sufficient to cover equipment purchases made through the end of the fiscal year.

Required Signatures**Requestor**

DocuSigned by:
Cheryl Antonich 4/6/2018

Cost Center Manager

DocuSigned by:
Cheryl Antonich 4/6/2018

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

DocuSigned by:
Cheryl Antonich 4/6/2018

Area Vice President

DocuSigned by:
Debra Baker 4/10/2018

BUSINESS OFFICE APPROVALS**Grant Accountant:** _____**Asst. Director of Finance** _____**Exec. Director of Finance:** _____**AVP of Finance:** _____**VP of Business Services:** _____Entered by: B3587 DS 4/11/18

Budget Transfer Form**Dollar Amount**

\$420.00

Object Code Description**From what Budget Account**

01 - 80400515 - 530900010

Human Resources : Other Contractual Services

To what Budget Account

01 - 80400515 - 540200005

Human Resources : Printing

Is this a Grant? ☐ Yes ☒ No

Grant Accountant?

Include Attachment? ☐ Yes ☒ No

Rationale

Transfer from Human Resources : Other Contractual Services to Human Resources : Printing is needed to pay for the printing of absence forms. There was more printing this year than was budget for. There is enough money in Human Resources : Other Contractual Services to cover the remainder of the Fiscal Year.

Required Signatures**Requestor**

DocuSigned by:
Danielle Stephens 4/11/2018

Cost Center Manager

DocuSigned by:
Joe Klinger 4/13/2018

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

DocuSigned by:
Garrick Abeyetian 4/17/2018

Area Vice President

DocuSigned by:
Sean Sullivan 4/17/2018

BUSINESS OFFICE APPROVALS**Grant Accountant:** _____**Asst. Director of Finance** _____**Exec. Director of Finance:** _____**AVP of Finance:** _____**VP of Business Services:** _____

Entered by: B3597 DS 4/17/18

Budget Transfer Form

Dollar Amount

\$41.00

Object Code Description

From what Budget Account

02 - 70300510 - 540200005

Grounds-Printing

To what Budget Account

02 - 70300510 - 550100005

Grounds-Meeting ExpensesIs this a Grant?
Grant Accountant?Yes No
() (x)Include Attachment? Yes No
() (x)Rationale

Funds needed to cover meeting expense shortage of \$40.26.

Funds available in Printing account which can be transferred to cover the shortage. Thank you.

Required Signatures

Requestor

DocuSigned by:

Rebecca Chavez

3/13/2018

Cost Center Manager

DocuSigned by:

John Lambrecht

3/13/2018

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:

Garrick Abegtian

4/3/2018

Area Vice President

DocuSigned by:

Sean Sullivan

4/5/2018

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____

Entered by: B3583DS 4/10/18

Budget Transfer Form

Dollar Amount \$2,600.00

From what Budget Account 05 - 60400505 - 550200005 **Object Code Description** Athletics In-State Travel

To what Budget Account 05 - 60401040 - 530900010 **Object Code Description** Softball other Contractual

Is this a Grant? Yes ☐ No ☒ **Include Attachment?** Yes ☐ No ☒

Grant Accountant?

Rationale

Now that the men's basketball expenses have been paid, future play-off and national tournaments will be conducted out-of-State.

More money is needed in softball other contractual due the this spring's poor weather conditions and more games being moved to our facility.

Required Signatures**Requestor**

DocuSigned by:
Harry McGinnis 4/16/2018

Cost Center Manager

DocuSigned by:
Harry McGinnis 4/16/2018

Associate Dean (If Applicable)**Dean (If Applicable)**

DocuSigned by:
G M Wca 4/16/2018

Associate Vice President

DocuSigned by:
Jessica Rubalcaba 4/16/2018

Area Vice President

DocuSigned by:
Sean Sullivan 4/17/2018

BUSINESS OFFICE APPROVALS**Grant Accountant:** _____**Asst. Director of Finance** _____**Exec. Director of Finance:** _____**AVP of Finance:** _____**VP of Business Services:** _____**Entered by:** B3698 054/17/18

Budget Transfer Form

Dollar Amount

\$3,600.00

Object Code Description

From what Budget Account

05 - 60401050 - 540900505

Track Other Materials

To what Budget Account

05 - 60401050 - 55030005

Track out of State Travel

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

Include Attachment? Yes [] No [X]

Rationale

The season is coming to a close and the track and field team will not be purchasing and additional equipment.

More money is needed in out of State travel in anticipation of the upcoming NJCAA National track and field meet in New York May 2018.

Required Signatures

Requestor

 DocuSigned by:
 Harry McGinnis 4/16/2018
 D4FD0629D78411...

Cost Center Manager

 DocuSigned by:
 Harry McGinnis 4/16/2018
 D4FD0629D78411...

Associate Dean (If Applicable)

Dean (If Applicable)

 DocuSigned by:
 Greg M. Lee 4/16/2018
 D0FF50D7CE0E4A9...

Associate Vice President

 DocuSigned by:
 Jessica Rubalcaba 4/16/2018
 D0B84D55A71A1F...

Area Vice President

 DocuSigned by:
 Sean Sullivan 4/17/2018
 612220251EC74E1...
BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

AVP of Finance: _____

VP of Business Services: _____

Entered by: B3603 D 54/24/18

Budget Transfer Form

Dollar Amount

2,000

Object Code Description

From what Budget Account

05 - 60900505 - 530400010

Maintenance Services

To what Budget Account

05 - 60900505 - 540900505

Other Materials and Supplies

Is this a Grant?

Yes

No

[]

[x]

Grant Accountant?

Include Attachment?

Yes

No

[]

[x]

Rationale

Funds are available because the Cernan Earth and Space Center does not currently have any maintenance services.

Parts have already been purchases for several projects related to the continued renovations in the planetarium theater. Additional funds are needed to complete this work.

\$1000.00 to Koffler Sales for rubber molding to be used around dome perimeter for lighting baffle.

\$150.00 for rivets and brackets.

\$500.00 to increase our open PO with Olson's ACE to get through end of FY 18.

\$350.00 for purchases related to BSA Merit Badge College scheduled for June 2, 2018.

Required Signatures

Requestor

DocuSigned by:

Kris McCall

3/15/2018

Cost Center Manager

DocuSigned by:

Jim Reynolds

3/15/2018

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

DocuSigned by:

Garry Abegtian

3/16/2018

Area Vice President

DocuSigned by:

Sean Sullivan

4/2/2018

BUSINESS OFFICE APPROVALS

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

AVP of Finance:

VP of Business Services:

Entered by:

B3593 DS 4/16/18

Budget Transfer Form**Dollar Amount**\$700.00**Object Code Description****From what Budget Account**

06 - 10300520 - 510300030

AUT Perkins - FT Extra Duty

To what Budget Account

06 - 10300520 - 540900505

AUT Perkins - Other Materials & Supplies

Is this a Grant?Yes No
(X) []**Grant Accountant?**

Robert Mungerson

Yes No
Include Attachment? [] (X)**Rationale**

Please transfer \$700.00 from AUT Perkins - FT Extra Duty Non- Coordinator to AUT Perkins Other Material & Supplies. At this time no one was hired for this position and will not be needing the money on this budget line.
Money will be needed in AUT Perkins Other Materials & Supplies to purchase more equipment for the automotive department.

Required Signatures**Requestor**

DocuSigned by:

Sandy Porumba

4/9/2018

Cost Center Manager

DocuSigned by:

Kenneth Davis

4/9/2018

Associate Dean (If Applicable)**Dean (If Applicable)**

DocuSigned by:

Henry Bohleke

4/9/2018

Associate Vice President

DocuSigned by:

Cheryl Antonich

4/9/2018

Area Vice President

DocuSigned by:

Debra Baker

4/10/2018

BUSINESS OFFICE APPROVALS**Grant Accountant:****Asst. Director of Finance****Exec. Director of Finance:****AVP of Finance:****VP of Business Services:**Entered by: B3591 054/13/18

Budget Transfer Form

Dollar Amount

\$471.00

Object Code Description

From what Budget Account


06 - 10300520 - 560600010

AUT Perkins - Leased Software

To what Budget Account

06 - 10300520 - 540900505

AUT Perkins - Other Materials & Supplies

Is this a Grant? ☒ Yes ☐ No
 Grant Accountant?  Robert Mungerson

Yes No
☒ ☐

Include Attachment? ☐ Yes ☒ No

Rationale

Please transfer \$471.00 from AUT Perkins - Leased Software into AUT Perkins - Other Materials & Supplies. We have purchased all the leased software for FY 18 and this is the remaining money left over. Money is needed in Other Materials & Supplies to purchase updated tools needed for the automotive classes.

Required Signatures

Requestor

DocuSigned by:
 4/10/2018

Cost Center Manager

DocuSigned by:
 4/10/2018

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:
 4/12/2018

Associate Vice President

DocuSigned by:
 4/12/2018

Area Vice President

DocuSigned by:
 4/12/2018

BUSINESS OFFICE APPROVALSGrant Accountant: Asst. Director of Finance: Exec. Director of Finance: AVP of Finance: VP of Business Services:  4/11/18

Entered by: B359405 4/16/18

Budget Transfer Form

Dollar Amount

\$3576.78

Object Code Description

From what Budget Account

06 - 10300520 - 580600005

AUT Tech Grant Equipment Instructional 5>K

To what Budget Account

06 - 10300520 - 540900505

AUT Tech Grant Other Materials & Supplies

DS
RM

Is this a Grant?

Yes No
[X] []Yes No
Include Attachment? [] [X]

Grant Accountant?

Robert Mungerson

Rationale

When quoting the item on voucher #0907269, Bosch Auto SVC Solutions for \$5,200.00. But when taking all the educational discounts of it came to \$3576.78. This needs to be purchased out of AUT Tech Grant Other Material and Supplies.

There is enough money in AUT Tech Grant Equipment Instructional 5>K, to be used the rest of the fiscal year.

Required Signatures

Requestor

DocuSigned by:

Kenneth Davis

4/4/2018

Cost Center Manager

DocuSigned by:

[Signature]

4/4/2018

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:

Dr. Henry Boluleke

4/9/2018

Associate Vice President

DocuSigned by:

Cheryl Antonich

4/9/2018

Area Vice President

DocuSigned by:

Debra Baker

4/10/2018

BUSINESS OFFICE APPROVALS

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

AVP of Finance:

VP of Business Services:

Entered by: B3590 DS 4/13/18

Budget Transfer Form**Dollar Amount**\$4,863.00**Object Code Description****From what Budget Account**

06 - 10405003 - 510200010

Professional/Tech-Part-time**To what Budget Account**

06 - 10405003 - 540900505

Other Materials & Supplies

Is this a Grant? ☒ Yes ☐ No
 Grant Accountant? Elizabeth Zydron

Yes No
☒ ☐

Include Attachment? ☐ Yes ☒ No

Rationale

Please transfer funds from Perkins Professional/Tech-Part time account into Other Materials & Supplies account unable to hire Simulation Tech position until 4/1/18 we will be using less funds than estimated funds are needed in Other Materials & Supplies to purchase Integrate geriatric and sensory impairment simulator into the classroom/Lab to improve students understand of age related impairments including the physical and mental effect of aging in the Nursing program. Other items being purchased are essentials of Digital Imaging CD modules to be use in Radiology program and also purchase instruments for new Sterile Processing (SPT) programs.

This transfer is in keeping with current Perkins grand guidelines.

Required Signatures**Requestor**

DocuSigned by:
Susan Martinez 3/26/2018

Cost Center Manager

DocuSigned by:
Susan Campos 3/26/2018

Associate Dean (If Applicable)**Dean (If Applicable)**

DocuSigned by:
Susan Campos 3/26/2018

Associate Vice President

DocuSigned by:
Cheryl Antonich 3/27/2018

Area Vice President

DocuSigned by:
Debra Baker 3/27/2018

BUSINESS OFFICE APPROVALS**Grant Accountant:****Asst. Director of Finance****Exec. Director of Finance:****AVP of Finance:****VP of Business Services:****Entered by:**BB585054/10/18

Budget Transfer Form

Dollar Amount

\$13,194.00

Object Code Description

From what Budget Account

06 - 10405003 - 510200010

Professional/Tech-Part-Time

To what Budget Account

06 - 10405003 - 540900505

Other Materials & Supplies

Is this a Grant? Yes No
☒ ☐
 Grant Accountant? Robert Mungerson

Include Attachment? Yes No
☐ ☒

Rationale

The Perkins funds were placed in the Professional/ Tech-Part time account. The remaining funds are needed to provide other Materials & Supplies to purchase 3 bay processing sink for lab practice by the SPT students, improve clinical readiness and increase employability in the new Sterile Processing Program (SPT). Additional items being purchased are CT Basics Nuclear Medicine Series CD ROMS to prepare Nuclear Medicine Technology students for current industry standards and the CT component of Certification Board exams. Other items in need of purchase are Patient Centered Care for Diverse Population Series to prepare Health Careers program students for work with diverse populations encountered in the clinical setting. Fewer funds are needed in the Professional/Tech-Part time account than originally anticipated.

This transfer is in keeping with current Perkins grant guidelines.

Required Signatures

Requestor

DocuSigned by:
Linda Martinez 4/19/2018

Cost Center Manager

DocuSigned by:
Susan Campos 4/19/2018

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:
Susan Campos 4/19/2018

Associate Vice President

DocuSigned by:
Cheryl Antonich 4/19/2018

Area Vice President

DocuSigned by:
Debra Baker 4/20/2018

BUSINESS OFFICE APPROVALS

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

AVP of Finance:

VP of Business Services:

Entered by:

B3605 DS 4/25/18

Budget Transfer Form

Dollar Amount \$1,059.00

From what Budget Account 06 - 10405003 - 510300030 Object Code Description FT Extra Duty Non-Chair/Coor

To what Budget Account 06 - 10405003 - 530900010 Other Contractual Service

Is this a Grant? Yes No
☒ ☐

Grant Accountant? Elizabeth Zydron Include Attachment? Yes No
☐ ☒

Rationale

Please transfer funds form Perkins FT Extra Duty Non-Chair/Coordinator account into Perkins Other Contractual Services account, unable to secure professional development workshop for faculty so transferring funds to support the faculty to create, run and assess effectiveness of multi-discipline simulations with Allied Health programs and Nursing students to promote teamwork and inter-professional contact and appreciation across Health Careers fields.

This transfer is in keeping with current Perkins grant guidelines.

Required Signatures**Requestor**

DocuSigned by:
Linda Martinez 3/26/2018

Cost Center Manager

DocuSigned by:
Susan Campos 3/26/2018

Associate Dean (If Applicable)**Dean (If Applicable)**

DocuSigned by:
Susan Campos 3/26/2018

Associate Vice President

DocuSigned by:
Cheryl Antonide 3/27/2018

Area Vice President

DocuSigned by:
Debra Baker 3/29/2018

BUSINESS OFFICE APPROVALS**Grant Accountant:****Asst. Director of Finance****Exec. Director of Finance:****AVP of Finance:****VP of Business Services:**

Entered by: B3584 DS 4/10/18

Budget Transfer Form

Dollar Amount \$5,000.00

From what Budget Account 06 - 10605002 - 510200005 Object Code Description Professional/Tech-Full-Time

To what Budget Account 06 - 10605002 - 530900030 Other Contr-Improv Of Instr

Is this a Grant? Yes No
☒ ☐

Grant Accountant? Susan Zefeldt Include Attachment? Yes No
☒ ☐

Rationale

Please transfer \$5,000.00 from Professional/Tech-Full-Time into Other Contr-Improv Of Instr. Funds are needed to pay consultant Pryanka Sharma. See scope of work attached.

Required Signatures

Requestor

DocuSigned by:

Sandra Hernandez

4/16/2018

Cost Center Manager

DocuSigned by:

Jacqueline Lynch

4/16/2018

Associate Dean (If Applicable)

DocuSigned by:

Jacqueline Lynch

4/16/2018

Dean (If Applicable)

DocuSigned by:

Cheryl Antonich

4/16/2018

Associate Vice President

DocuSigned by:

Debra Baker

4/16/2018

Area Vice President

BUSINESS OFFICE APPROVALS

Grant Accountant:

SS 4/17/18

Asst. Director of Finance

Exec. Director of Finance:

AVP of Finance:

VP of Business Services:

Entered by:

B3600 DS 4/17/18

Budget Transfer Form**Dollar Amount**\$5,000.00**Object Code Description****From what Budget Account**06 - 10605002 - 510200005Professional/Tech - Full-Time**To what Budget Account**06 - 10605002 - 550100010Meeting Expense-Prof Dev

Is this a Grant? Yes No
 ☒ ☐

Include Attachment? Yes No
 ☐ ☒

Grant Accountant? Susan Zefeldt

Rationale

Please transfer \$5,000.00 from Professional/Tech-Full-Time into Meeting Expense-Prof Dev. Funds are needed to pay stipends for faculty who participated in a program event for professional development on Transitions - April 10th & 11th, 2018.

Required Signatures**Requestor**

DocuSigned by:
Sandra Hernandez 4/18/2018

Cost Center Manager

DocuSigned by:
Jaqueline Lynch 4/18/2018

Associate Dean (If Applicable)**Dean (If Applicable)**

DocuSigned by:
Jaqueline Lynch 4/18/2018

Associate Vice President

DocuSigned by:
Cheryl Antonich 4/19/2018

Area Vice President

DocuSigned by:
Debra Baker 4/20/2018

BUSINESS OFFICE APPROVALS

Grant Accountant: SS 4/25/18

Asst. Director of Finance SK

Exec. Director of Finance: AK

AVP of Finance: AK

VP of Business Services: AK 4/25/18

Entered by: B3604 DS 4/25/18

Budget Transfer Form

Dollar Amount	<u>\$180.93</u>		Object Code Description
From what Budget Account	06 - 40405005 - 540200005	Printing	
To what Budget Account	06 - 40405005 - 550200005	Travel - In State	
Is this a Grant? Yes No <input checked="" type="checkbox"/> [X] <input type="checkbox"/> []		Include Attachment? Yes No <input type="checkbox"/> [] <input checked="" type="checkbox"/> [X]	
Grant Accountant? Robert Mungerson			

Rationale

The money is needed to cover the cost of the RSVP director's travel to attend the mandatory Illinois Senior Corps Conference that was held in Springfield, IL, March 20-22, 2018. The money is available in the printing line item due to the fact that the estimated cost for printing of pocket calendars and invitations were not as expensive.

This is an allowable grant expenditure through the grant guidelines. The budget transfer was authorized by Matt Wescott from the Illinois Department on Aging (IDOA).

Required Signatures**Requestor**

DocuSigned by:
Kay Fry 4/5/2018
 IDA50C275582446...

Cost Center Manager

DocuSigned by:
Kay Fry 4/5/2018
 IDA50C275582446...

Associate Dean (If Applicable)**Dean (If Applicable)**

DocuSigned by:
Paul Jensen 4/11/2018
 IDA50C275582446...

Associate Vice President

DocuSigned by:
Cheryl Antonide 4/11/2018
 IDA50C275582446...

Area Vice President

DocuSigned by:
Debra Baker 4/15/2018
 IDA50C275582446...

BUSINESS OFFICE APPROVALS**Grant Accountant:****Asst. Director of Finance****Exec. Director of Finance:****AVP of Finance:****VP of Business Services:**

Entered by: B3595 DS 4/17/18

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16088

SUBJECT: **RESOLUTION AUTHORIZING PUBLIC HEARING ON
PROPOSED FY 2019 BUDGET**

RECOMMENDATION: That the Board of Trustees approve the attached resolution authorizing a public hearing for the proposed FY 2019 Budget. The public hearing will be held on Tuesday, July 17, 2018, at 6:30 p.m. in the Board Room (A300) of the Learning Resource Center.

RATIONALE: This resolution is in compliance with statutes requiring a public hearing on the proposed Budget.

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 X No

RESOLUTION ACTION EXHIBIT NO. 16088
AUTHORIZING A PUBLIC HEARING CONCERNING
THE PROPOSED 2019 BUDGET

WHEREAS, THE Community College Act (Illinois Compiled Statutes: 110 ILCS 805/3-20.1) provides that, prior to final action on the Tentative Budget, the Board shall make the same available for public inspection, hold a public hearing, and publish notice of such hearing at least thirty (30) days prior thereto:

BE IT RESOLVED BY THE Board of Trustees of Community College District No. 504, County of Cook and State of Illinois, as follows:

Section 1: The Board shall hold a public hearing on Tuesday, July 17, 2018, at 6:30 p.m. in the Board Room of the Learning Resource Center, 2000 Fifth Avenue, River Grove, Illinois, concerning its proposed budget for Fiscal Year 2019.

Section 2: The Secretary is authorized and directed to make copies of the Tentative Budget conveniently available for public inspection at least thirty (30) days prior to the aforementioned public hearing.

Section 3: The Secretary is authorized and shall cause to be published in a newspaper of general circulation published in Cook County and having circulation within the taxing district of Community College No. 504, a notice in compliance with the requirement set forth in the Community College Act of the aforementioned public hearing.

Section 4: This Resolution shall be effective from and after its passage and approval as provided by law.

ADOPTED, this 15th day of May, 2018.

AYES:

NAYES:

ABSENT:

Mark Stephens, Chairman

Attest:

Diane Viverito, Secretary

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

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16089

Information in this Action Exhibit has been redacted at the request of Clearwire Spectrum Holdings III, LLC, and is available only through the Freedom of Information Act. Requests to foia@triton.edu.

**SUBJECT: EDUCATIONAL BROADBAND SERVICE
LONG-TERM TRANSFER LEASE AGREEMENT**

RECOMMENDATION: That the Board of Trustees approve a lease Agreement between Triton College and Clearwire Spectrum Holdings III, LLC (a wholly owned subsidiary of Sprint Corp.). The Agreement will extend for a term of 10 years from the date of signing with two (Sprint optional) additional renewable terms of ten years each (total 30 years). If the Agreement runs the full 30 years, it will generate a minimum of [REDACTED] plus an optional [REDACTED] annual donation to the Triton College Foundation. Each ten-year renewal term is subject to the discretion of Sprint. Upon signing, Triton would be committed to the 30-year term. This Agreement is recommended for approval by the College's FCC counsel, Todd Gray.

RATIONALE: Sprint is seeking a renewal of its existing lease Agreements with all licensees in critical metropolitan areas, including their current agreement with Triton College. Next generation technologies and pending FCC policy changes are fostering opportunity for under utilized bandwidth capacity on instructional television frequencies. This Agreement will produce revenue of [REDACTED] upon signing and will provide for mandated technology improvements that Triton College would otherwise have to fund. The Agreement allows for Triton to continue providing educational services to students and Triton community (approx. 600,000 houses) without interruption, provided at Sprint's cost to operate the broadcast from Triton's campus and maintain the licenses during the term of the Agreement.

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

Board Officers' Signatures Required:

_____ Mark R. Stephens Chairman	_____ Diane Viverito Secretary	_____ Date
--	---	----------------------

Related forms requiring signature: Yes X No ____

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

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16090

**SUBJECT: KRUEGER INTERNATIONAL, INC. (KI)
CAREER SERVICES FURNITURE PURCHASE**

RECOMMENDATION: That the Board of Trustees approve the purchase of classroom furniture for the Career Services Renovation Project from Krueger International, Inc. (KI) not to exceed \$59,485.94.

RATIONALE: KI will provide furniture for the Career Services Renovation Project and the furniture purchase is part of a contract that was publicly bid by the Illinois Public Higher Education Cooperative (IHPEC) – Contract no. OT0008258B.

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



QUOTATION: 18ABM-385110/C

Triton College: Triton Career Services

CREATED 4/17/2018 | Valid Through 7/1/2018





Triton College: Triton Career Services

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options*

* TBDs exist and must be selected prior to purchase. Please contact a sales team member for assistance with specifications.

Quote Number: 18ABM-385110/C

CREATED 4/17/2018 / | **Valid Through 7/1/2018**

PRODUCT TOTALS	\$50,985.94
See Quote Detail Summary	\$8,500.00
GRAND TOTAL	\$59,485.94

Contract Information:

OT0008258B IPHEC (Community Colleges) 1SEL1303

Requested Delivery Date: To be Determined

Sold To
To be Determined

End User
Triton College
2000 Fifth Avenue
River Grove, IL 60171
P. (708) 456-0300 F. (708) 452-8945
End User # 4330

Ship To
To be Determined

Installation
To be Determined









Client Notes:



QUOTATION

CREATED 4/17/2018
VALID THROUGH 7/1/2018
Prepared By Kay Reinhardt
Quote Filename Triton College: Triton Career Services - 18ABM-385110/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
Tag 1: COMMON WORK AREA									
1.1	DN1100	Doni Four-Leg Armless Chair, Poly, Solid Color	6	\$260.00	\$1,560.00	54.000	\$119.60	\$717.60	?
		Poly Seat & Back Color Poly Seat & Back Color NFR Frame Color Glide Option Compliance to TB 117-2013 Price Description: Delivered/Open Market			/NFR >>To Be Determined >>To Be Determined >>To Be Determined				
1.2	P256F-74P	Portico Fixed Leg, Rect, T Base, 74P Edge, 30x72"	1	\$937.00	\$937.00	54.000	\$431.02	\$431.02	?
		Edge Color Surface Finish Base Finish Base Options Plastic End Cap Color Table Height Other Than 29" Wire Management Options Grommet Option Price Description: Delivered/Open Market			>>To Be Determined >>To Be Determined >>To Be Determined No casters >>To Be Determined >>To Be Determined No wireway No grommets	TBD<< TBD<< TBD<< -NCST TBD<< TBD<< -NW -NG			
Tag 1: COMMON WORK AREA								WorkGroup Product Subtotal	\$1,148.62
Tag 1: CONFERENCE ROOM									
2.1	DN5111	Doni Task Cantilever Armchair, Poly, Solid Color	6	\$454.00	\$2,724.00	54.000	\$208.84	\$1,253.04	?
		Poly Seat & Back Color Poly Seat & Back Color NFR Base Color Caster Option Compliance to TB 117-2013 Price Description: Delivered/Open Market			/NFR >>To Be Determined >>To Be Determined >>To Be Determined				
2.2	P358F-74P	Portico Fixed Leg, Rect, TT Base, 74P Edge, 42x96"	1	\$1,763.00	\$1,763.00	54.000	\$810.98	\$810.98	?
		Edge Color Surface Finish Base Finish Base Options Plastic End Cap Color Table Height Other Than 29" Wire Management Options Grommet Option Price Description: Delivered/Open Market			>>To Be Determined >>To Be Determined >>To Be Determined No casters >>To Be Determined >>To Be Determined No wireway No grommets	TBD<< TBD<< TBD<< -NCST TBD<< TBD<< -NW -NG			
Tag 1: CONFERENCE ROOM								WorkGroup Product Subtotal	\$2,064.02
Tag 1: INTERVIEW 1									
3.1	DN1100	Doni Four-Leg Armless Chair, Poly, Solid Color	2	\$260.00	\$520.00	54.000	\$119.60	\$239.20	?
		Poly Seat & Back Color Poly Seat & Back Color NFR Frame Color Glide Option Compliance to TB 117-2013 Price Description: Delivered/Open Market			/NFR >>To Be Determined >>To Be Determined >>To Be Determined				
3.2	OH84QB	Oath Task Arm Chair	1	\$659.00	\$659.00	54.000	\$303.14	\$303.14	?
		Oath Upholstery Oath Fabric P1 Pallas Fabric Oath Mesh Compliance to TB 117-2013 Price Description: Delivered/Open Market			/NFR Pallas Fabric Group P1 >>To Be Determined >>To Be Determined				



QUOTATION

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VALID THROUGH 7/1/2018
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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
3.3	P255F-74P	Portico Fixed Leg,Rect,T Base,74P Edge,30x60"	1	\$870.00	\$870.00	54.000	\$400.20	\$400.20	
		Edge Color >>To Be Determined TBD<< Surface Finish >>To Be Determined TBD<< Base Finish >>To Be Determined TBD<< Base Options No casters -NCST Plastic End Cap Color >>To Be Determined TBD<< Table Height Other Than 29" >>To Be Determined TBD<< Wire Management Options No wireway -NW Grommet Option No grommets -NG Price Description: Delivered/Open Market							
Tag 1: INTERVIEW 1								WorkGroup Product Subtotal	\$942.54
Tag 1: INTERVIEW 2									
4.1	DN1100	Doni Four-Leg Armless Chair,Poly,Solid Color	4	\$260.00	\$1,040.00	54.000	\$119.60	\$478.40	
		Poly Seat & Back Color Compliance to TB 117-2013 /NFR Poly Seat & Back Color NFR >>To Be Determined TBD<< Frame Color >>To Be Determined TBD<< Glide Option >>To Be Determined TBD<< Price Description: Delivered/Open Market							
4.2	PR4F-74P	Portico Fixed Leg,Round,TT Base,74P Edge,48" Dia	1	\$1,033.00	\$1,033.00	54.000	\$475.18	\$475.18	
		Edge Color >>To Be Determined TBD<< Surface Finish >>To Be Determined TBD<< Base Finish >>To Be Determined TBD<< Base Options No casters -NCST Plastic End Cap Color >>To Be Determined TBD<< Table Height Other Than 29" >>To Be Determined TBD<< Price Description: Delivered/Open Market							
Tag 1: INTERVIEW 2								WorkGroup Product Subtotal	\$953.58
Tag 1: LOUNGE AREA									
5.1	MYHH/NC	MyWay Left Facing High Arm/Right Facing High Arm Sled Base Lounge Chair,Non-Contrast Non-Contrast Fabric	4	\$2,418.00	\$9,672.00	54.000	\$1,112.28	\$4,449.12	
		Compliance to TB 117-2013 /NFR MyWay Fabric NFR Fabric Grade H H Fabric >>To Be Determined TBD<< Base Finish >>To Be Determined TBD<< Glide No glides /NGL Power Option No power /NP Moisture Barrier No Moisture Barrier /NMB Price Description: Delivered/Open Market							
5.2	MYHW/NC	MyWay Left Facing High Arm/Right Facing Work Arm Sled Base Lounge Chair,Non-Contrast Non-Contrast Fabric	2	\$2,569.00	\$5,138.00	54.000	\$1,181.74	\$2,363.48	
		Compliance to TB 117-2013 /NFR MyWay Fabric NFR Fabric Grade H H Fabric >>To Be Determined TBD<< Base Finish >>To Be Determined TBD<< Glide No glides /NGL Power Option No power /NP Laminate Finish >>To Be Determined TBD<< Moisture Barrier No Moisture Barrier /NMB Price Description: Delivered/Open Market							



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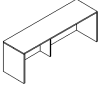
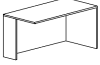




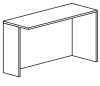

Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
5.3	MYTB9014	MyWay Laminate Table,24x42x16"	2	\$945.00	\$1,890.00	54.000	\$434.70	\$869.40	
		Laminate Finish >>To Be Determined TBD<< Power Option No power /NP Edge Color >>To Be Determined TBD<< Base Finish >>To Be Determined TBD<< Glide No glides /NGL Price Description: Delivered/Open Market							
5.4	MYWH/NC	MyWay Left Facing Work Arm/Right Facing High Arm Sled Base Lounge Chair,Non-Contrast	2	\$2,569.00	\$5,138.00	54.000	\$1,181.74	\$2,363.48	
		Non-Contrast Fabric Compliance to TB 117-2013 /NFR MyWay Fabric NFR Fabric Grade H H Fabric >>To Be Determined TBD<< Base Finish >>To Be Determined TBD<< Glide No glides /NGL Power Option No power /NP Laminate Finish >>To Be Determined TBD<< Moisture Barrier No Moisture Barrier /NMB Price Description: Delivered/Open Market							
Tag 1: LOUNGE AREA WorkGroup Product Subtotal								\$10,045.48	
Tag 1: OFFICE 1									
6.1	KDA8424.H	Aristotle Rect Desk Shell,2 Full End Panels,84x24"	2	\$942.00	\$1,884.00	54.000	\$433.32	\$866.64	
		Laminate (Horizontal) >>To Be Determined TBD<< Laminate Base (Vertical) >>To Be Determined TBD<< Back Panel Option 3/4 height back panel /3Q Grommet Option Grommet /G Price Description: Delivered/Open Market							
6.2	KDB6030.H	Aristotle Rect Desk Shell,1 Full & 1 Recess End Panel,60x30"	2	\$734.00	\$1,468.00	54.000	\$337.64	\$675.28	
		Laminate (Horizontal) >>To Be Determined TBD<< Laminate Base (Vertical) >>To Be Determined TBD<< Back Panel Option 3/4 height back panel /3Q Grommet Option Grommet /G Price Description: Delivered/Open Market							
6.3	KM2BF.H	Aristotle Mobile Pedestal,Box/Box/File,15.5x19x27.75"	2	\$953.00	\$1,906.00	54.000	\$438.38	\$876.76	
		Laminate (Horizontal) >>To Be Determined TBD<< Laminate Base (Vertical) >>To Be Determined TBD<< File Pull Rectangular silver pull (3) /RCP3 Key Option >>To Be Determined TBD<< Price Description: Delivered/Open Market							
6.4	KSLF33620.H	Aristotle Lateral File,3 Drawer,Freestanding,36x20x44"	1	\$1,927.00	\$1,927.00	54.000	\$886.42	\$886.42	
		Laminate (Horizontal) >>To Be Determined TBD<< Laminate Base (Vertical) >>To Be Determined TBD<< File Pull Rectangular silver pull (3) /RCP3 Key Option >>To Be Determined TBD<< Price Description: Delivered/Open Market							
6.5	OH84QB	Oath Task Arm Chair	2	\$659.00	\$1,318.00	54.000	\$303.14	\$606.28	
		Oath Upholstery Compliance to TB 117-2013 /NFR Oath Fabric Pallas Fabric Group P1 GRPP1 P1 Pallas Fabric >>To Be Determined TBD<< Oath Mesh >>To Be Determined TBD<< Price Description: Delivered/Open Market							
Tag 1: OFFICE 1 WorkGroup Product Subtotal								\$3,911.38	



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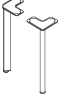

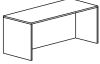
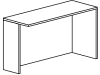
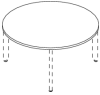


Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
Tag 1: OFFICE 2									
7.1	KDA8424.H	Aristotle Rect Desk Shell,2 Full End Panels,84x24"	1	\$942.00	\$942.00	54.000	\$433.32	\$433.32	?
		Laminate (Horizontal) >>To Be Determined TBD<< Laminate Base (Vertical) >>To Be Determined TBD<< Back Panel Option 3/4 height back panel /3Q Grommet Option Grommet /G Price Description: Delivered/Open Market							
7.2	KDB6030.H	Aristotle Rect Desk Shell,1 Full & 1 Recess End Panl,60x30"	1	\$734.00	\$734.00	54.000	\$337.64	\$337.64	?
		Laminate (Horizontal) >>To Be Determined TBD<< Laminate Base (Vertical) >>To Be Determined TBD<< Back Panel Option 3/4 height back panel /3Q Grommet Option Grommet /G Price Description: Delivered/Open Market							
7.3	KM2BF.H	Aristotle Mobile Pedestal,Box/Box/File,15.5x19x27.75"	1	\$953.00	\$953.00	54.000	\$438.38	\$438.38	?
		Laminate (Horizontal) >>To Be Determined TBD<< Laminate Base (Vertical) >>To Be Determined TBD<< File Pull Rectangular silver pull (3) /RCP3 Key Option >>To Be Determined TBD<< Price Description: Delivered/Open Market							
7.4	KSLF33620.H	Aristotle Lateral File,3 Drawer,Freestanding,36x20x44"	4	\$1,927.00	\$7,708.00	54.000	\$886.42	\$3,545.68	?
		Laminate (Horizontal) >>To Be Determined TBD<< Laminate Base (Vertical) >>To Be Determined TBD<< File Pull Rectangular silver pull (3) /RCP3 Key Option >>To Be Determined TBD<< Price Description: Delivered/Open Market							
7.5	OH84QB	Oath Task Arm Chair	1	\$659.00	\$659.00	54.000	\$303.14	\$303.14	?
		Oath Upholstery Compliance to TB 117-2013 /NFR Oath Fabric Pallas Fabric Group P1 GRPP1 P1 Pallas Fabric >>To Be Determined TBD<< Oath Mesh >>To Be Determined TBD<< Price Description: Delivered/Open Market							
Tag 1: OFFICE 2 WorkGroup Product Subtotal								\$5,058.16	
Tag 1: OFFICE 3									
8.1	KDA7230.H	Aristotle Rect Desk Shell,2 Full End Panels,72x30"	1	\$859.00	\$859.00	54.000	\$395.14	\$395.14	?
		Laminate (Horizontal) >>To Be Determined TBD<< Laminate Base (Vertical) >>To Be Determined TBD<< Back Panel Option 1/2 height back panel /2Q Grommet Option Grommet /G Price Description: Delivered/Open Market							
8.2	KDB5420.H	Aristotle Rect Desk Shell,1 Full & 1 Recess End Panl,54x20"	1	\$647.00	\$647.00	54.000	\$297.62	\$297.62	?
		Laminate (Horizontal) >>To Be Determined TBD<< Laminate Base (Vertical) >>To Be Determined TBD<< Back Panel Option 3/4 height back panel /3Q Grommet Option Grommet /G Price Description: Delivered/Open Market							
8.3	KSLF33620.H	Aristotle Lateral File,3 Drawer,Freestanding,36x20x44"	2	\$1,927.00	\$3,854.00	54.000	\$886.42	\$1,772.84	?
		Laminate (Horizontal) >>To Be Determined TBD<< Laminate Base (Vertical) >>To Be Determined TBD<< File Pull Rectangular silver pull (3) /RCP3 Key Option >>To Be Determined TBD<< Price Description: Delivered/Open Market							



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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
8.4	OH84QB	Oath Task Arm Chair	1	\$659.00	\$659.00	54.000	\$303.14	\$303.14	
		Oath Upholstery Oath Fabric P1 Pallas Fabric Oath Mesh Price Description: Delivered/Open Market	Compliance to TB 117-2013 Pallas Fabric Group P1 >>To Be Determined >>To Be Determined	/NFR GRPP1 TBD<< TBD<<					
Tag 1: OFFICE 3								WorkGroup Product Subtotal	\$2,768.74
Tag 1: OFFICE 4									
9.1	ARISLEGSET	Aristotle Metal Leg,Black or Silver,28"H	2	\$200.00	\$400.00	54.000	\$92.00	\$184.00	
		Leg Finish Price Description: Delivered/Open Market	>>To Be Determined	TBD<<					
9.2	DN1100	Doni Four-Leg Armless Chair,Poly,Solid Color	4	\$260.00	\$1,040.00	54.000	\$119.60	\$478.40	
		Poly Seat & Back Color Poly Seat & Back Color NFR Frame Color Glide Option Price Description: Delivered/Open Market	Compliance to TB 117-2013 >>To Be Determined >>To Be Determined >>To Be Determined	/NFR TBD<< TBD<< TBD<<					
9.3	KDAI7230.H	Aristotle Desk,Insert Back Panel,2 Full End Panels,72x30"	1	\$859.00	\$859.00	54.000	\$395.14	\$395.14	
		Laminate (Horizontal) Laminate Base (Vertical) Price Description: Delivered/Open Market	>>To Be Determined >>To Be Determined	TBD<< TBD<<					
9.4	KDB5420.H	Aristotle Rect Desk Shell,1 Full & 1 Recess End Panel,54x20"	1	\$647.00	\$647.00	54.000	\$297.62	\$297.62	
		Laminate (Horizontal) Laminate Base (Vertical) Back Panel Option Grommet Option Price Description: Delivered/Open Market	>>To Be Determined >>To Be Determined 3/4 height back panel Grommet	TBD<< TBD<< /3Q /G					
9.5	KRD484LTO	Aristotle Meeting Table Round Worksurface,48"Dia	1	\$753.00	\$753.00	54.000	\$346.38	\$346.38	
		Laminate (Horizontal) Price Description: Delivered/Open Market	>>To Be Determined	TBD<<					
9.6	KSLF33620.H	Aristotle Lateral File,3 Drawer,Freestanding,36x20x44"	2	\$1,927.00	\$3,854.00	54.000	\$886.42	\$1,772.84	
		Laminate (Horizontal) Laminate Base (Vertical) File Pull Key Option Price Description: Delivered/Open Market	>>To Be Determined >>To Be Determined Rectangular silver pull (3) >>To Be Determined	TBD<< TBD<< /RCP3 TBD<<					
9.7	OH84QB	Oath Task Arm Chair	1	\$659.00	\$659.00	54.000	\$303.14	\$303.14	
		Oath Upholstery Oath Fabric P1 Pallas Fabric Oath Mesh Price Description: Delivered/Open Market	Compliance to TB 117-2013 Pallas Fabric Group P1 >>To Be Determined >>To Be Determined	/NFR GRPP1 TBD<< TBD<<					
Tag 1: OFFICE 4								WorkGroup Product Subtotal	\$3,777.52



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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
Tag 1: RECEPTION AREA									
10.1	1418S	 Lyra Lounge Obround Cofee Table,Lam Top,Sled Base,54x20D" Sled Base Finish Glide Laminate Color	1	\$1,095.00	\$1,095.00	54.000	\$503.70	\$503.70	?
		>>To Be Determined No glides >>To Be Determined			TBD<< /NGL TBD<<				
		Price Description: Delivered/Open Market							
10.2	1423US/NC	 Lyra Lounge Chair,Uph Back,Sled Base,Non-Contrast,29x29D" Non-Contrasting Fabric Lyra Fabric NFR Fabric Moisture Barrier Glide Base Finish	2	\$2,566.00	\$5,132.00	54.000	\$1,180.36	\$2,360.72	?
		Compliance to TB 117-2013 Fabric Grade H >>To Be Determined No Moisture Barrier No glides >>To Be Determined			/NFR H TBD<< /NMB /NGL TBD<<				
		Price Description: Delivered/Open Market							
10.3	CZBCSA305472/F	 CZ 30" Single-Sided Adder Telescopic Beam Frame 54-72",Fixed,Cafe Height 42" Height Paint Color Glide Color	3	\$482.00	\$1,446.00	54.000	\$221.72	\$665.16	?
		>>To Be Determined >>To Be Determined			TBD<< TBD<<				
		Price Description: Delivered/Open Market							
10.4	CZBCSS305472/F	 CZ 30" Single-Sided Standalone/Starter Telescopic Beam Frame 54-72",Fixed,Cafe Height 42" Height Paint Color Glide Color	1	\$825.00	\$825.00	54.000	\$379.50	\$379.50	?
		>>To Be Determined >>To Be Determined			TBD<< TBD<<				
		Price Description: Delivered/Open Market							
10.5	CZBCWR30601MP-74P	 CZ 30" Deep Rectilinear Worksurface,Single-Sided,Cafe Height,No-power/w Modesty Panel,30x60,74P Edge Grommet Location Grommet Color Surface Finish Edge Color Modesty Panel Color	1	\$581.00	\$581.00	54.000	\$267.26	\$267.26	?
		Grommet : Center >>To Be Determined >>To Be Determined >>To Be Determined >>To Be Determined			/C TBD<< TBD<< TBD<< TBD<<				
		Price Description: Delivered/Open Market							
10.6	CZBCWR30601MP-74P	 CZ 30" Deep Rectilinear Worksurface,Single-Sided,Cafe Height,No-power/w Modesty Panel,30x60,74P Edge Grommet Location Grommet Color Surface Finish Edge Color Modesty Panel Color	2	\$602.00	\$1,204.00	54.000	\$276.92	\$553.84	?
		Grommet : Left/right >>To Be Determined >>To Be Determined >>To Be Determined >>To Be Determined			/LR TBD<< TBD<< TBD<< TBD<<				
		Price Description: Delivered/Open Market							
10.7	CZBCWR30721MP-74P	 CZ 30" Deep Rectilinear Worksurface,Single-Sided,Cafe Height,No-power/w Modesty Panel,30x72,74P Edge Grommet Location Grommet Color Surface Finish Edge Color Modesty Panel Color	1	\$717.00	\$717.00	54.000	\$329.82	\$329.82	?
		Grommet : Left/right >>To Be Determined >>To Be Determined >>To Be Determined >>To Be Determined			/LR TBD<< TBD<< TBD<< TBD<<				
		Price Description: Delivered/Open Market							



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




Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
10.8	DN6100	Doni Task Armless Stool,Poly,Solid Color	6	\$485.00	\$2,910.00	54.000	\$223.10	\$1,338.60	
		Poly Seat & Back Color Poly Seat & Back Color NFR Caster Option Base Color		Compliance to TB 117-2013 >>To Be Determined >>To Be Determined >>To Be Determined	/NFR TBD<< TBD<< TBD<<				
		Price Description: Delivered/Open Market							
10.9	MP26R/CGL/NC	MyPlace 26" Round,Concealed Glides,Non-Contrast	3	\$832.00	\$2,496.00	54.000	\$382.72	\$1,148.16	
		Non-Contrasting Fabric Non-Contrasting Fabric Fabric Moisture Barrier		Compliance to TB 117-2013 Fabric Grade H >>To Be Determined No Moisture Barrier	/NFR H TBD<< /NMB				
		Price Description: Delivered/Open Market							
10.10	OH84QB	Oath Task Arm Chair	1	\$659.00	\$659.00	54.000	\$303.14	\$303.14	
		Oath Upholstery Oath Fabric P1 Pallas Fabric Oath Mesh		Compliance to TB 117-2013 Pallas Fabric Group P1 >>To Be Determined >>To Be Determined	/NFR GRPP1 TBD<< TBD<<				
		Price Description: Delivered/Open Market							
10.11	S7P/1524MBBF	700 Series Files Mobile Ped-Box/Box/File-24" Nominal Depth	1	\$848.00	\$848.00	54.000	\$390.08	\$390.08	
		Pull Options Unit Color Key Option		>>To Be Determined >>To Be Determined >>To Be Determined	TBD<< TBD<< TBD<<				
		Price Description: Delivered/Open Market							
10.12	S7P/1524MFF	700 Series Files Mobile Ped-File/File-24" Nominal Depth	1	\$767.00	\$767.00	54.000	\$352.82	\$352.82	
		Pull Options Unit Color Key Option		>>To Be Determined >>To Be Determined >>To Be Determined	TBD<< TBD<< TBD<<				
		Price Description: Delivered/Open Market							
10.13	UCANTST.L	Unite Standard Cantilever Bracket,Left	3	\$27.00	\$81.00	54.000	\$12.42	\$37.26	
		Trim Color		>>To Be Determined	TBD<<				
		Price Description: Delivered/Open Market							
10.14	UCANTST.R	Unite Standard Cantilever Bracket,Right	3	\$27.00	\$81.00	54.000	\$12.42	\$37.26	
		Trim Color		>>To Be Determined	TBD<<				
		Price Description: Delivered/Open Market							
10.15	UEOR40	Unite End-Of-Run Condition,40"H	1	\$54.00	\$54.00	54.000	\$24.84	\$24.84	
		Trim Color		>>To Be Determined	TBD<<				
		Price Description: Delivered/Open Market							



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Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

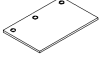







Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
10.16	UMFR4840	Unite Mono Fabric Panel, Standard Base Raceway, 48Wx40"H	2	\$512.00	\$1,024.00	54.000	\$235.52	\$471.04	
		Top Cap Trim Color Panel Fabric Side 1 VSG2 Fabric Panel Fabric Side 2 VSG2 Fabric Electrical Code	Flat trim (std) >>To Be Determined Fabric Grade 2 >>To Be Determined Fabric Grade 2 >>To Be Determined Domestic - with cutouts	/F TBD<< GRD2 TBD<< GRD2 TBD<< /DP					
		Price Description: Delivered/Open Market							
10.17	UNWM40	Unite Adjust Wall Mount, 40"	1	\$141.00	\$141.00	54.000	\$64.86	\$64.86	
		Finish Color	>>To Be Determined	TBD<<					
		Price Description: Delivered/Open Market							
10.18	UNWT30	Unite Wall Track 30"H	5	\$28.00	\$140.00	54.000	\$12.88	\$64.40	
		Finish Color	>>To Be Determined	TBD<<					
		Price Description: Delivered/Open Market							
10.19	UPSLO1829	Unite Support Leg, Panel Mounted, Open, 18x27-3/4"H	1	\$177.00	\$177.00	54.000	\$81.42	\$81.42	
		Orientation Edge Style Trim Color	Left 74P edge >>To Be Determined	/L /74P TBD<<					
		Price Description: Delivered/Open Market							
10.20	UPSLO3029	Unite Support Leg, Panel Mounted, Open, 30x27-3/4"H	1	\$203.00	\$203.00	54.000	\$93.38	\$93.38	
		Orientation Edge Style Trim Color	Right 74P edge >>To Be Determined	/R /74P TBD<<					
		Price Description: Delivered/Open Market							
10.21	USPLPL	Unite Splice Plate, For 24 & 30" Deep Worksurfaces	3	\$7.00	\$21.00	54.000	\$3.22	\$9.66	
									
		Price Description: Delivered/Open Market							
10.22	UWR1872-74P	Unite Rectangular Worksurface, 74P Edge, 18x72"W	1	\$326.00	\$326.00	54.000	\$149.96	\$149.96	
		Edge Color Grommet Option Grommet Color Laminate Color	>>To Be Determined Grommet : Center >>To Be Determined >>To Be Determined	TBD<< /C TBD<< TBD<<					
		Price Description: Delivered/Open Market							
10.23	UWR2454-74P	Unite Rectangular Worksurface, 74P Edge, 24x54"W	1	\$316.00	\$316.00	54.000	\$145.36	\$145.36	
		Edge Color Grommet Option Grommet Color Laminate Color	>>To Be Determined Grommet : Center >>To Be Determined >>To Be Determined	TBD<< /C TBD<< TBD<<					
		Price Description: Delivered/Open Market							



QUOTATION

CREATED 4/17/2018
VALID THROUGH 7/1/2018
Prepared By Kay Reinhardt
Quote Filename Triton College: Triton Career Services - 18ABM-385110/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
10.24	UWR3048-74P	Unite Rectangular Worksurface,74P Edge,30x48"W	2	\$322.00	\$644.00	54.000	\$148.12	\$296.24	
		Edge Color >>To Be Determined TBD<< Grommet Option Grommet : Center /C Grommet Color >>To Be Determined TBD<< Laminate Color >>To Be Determined TBD<< Price Description: Delivered/Open Market							
10.25	UWSES.L	Unite Worksurface Edge Support w/Lock,Left	1	\$29.00	\$29.00	54.000	\$13.34	\$13.34	
		Trim Color >>To Be Determined TBD<< Price Description: Delivered/Open Market							
10.26	UWTR1648-74P	Unite Countertop,40H Panel,74P Edge,48"W	2	\$394.00	\$788.00	54.000	\$181.24	\$362.48	
		Surface Finish >>To Be Determined TBD<< Finish Color >>To Be Determined TBD<< Notch Location Standard top, no notch /NN Edge Color >>To Be Determined TBD<< Price Description: Delivered/Open Market							
Tag 1: RECEPTION AREA								WorkGroup Product Subtotal	\$10,444.30
Tag 1: WORKSTATIONS									
11.1	OH84QB	Oath Task Arm Chair	4	\$659.00	\$2,636.00	54.000	\$303.14	\$1,212.56	
		Oath Upholstery Compliance to TB 117-2013 /NFR Oath Fabric Pallas Fabric Group P1 GRPP1 P1 Pallas Fabric >>To Be Determined TBD<< Oath Mesh >>To Be Determined TBD<< Price Description: Delivered/Open Market							
11.2	U2W9072	Unite 2-Way 90 Deg "L" Corner,72"H	2	\$179.00	\$358.00	54.000	\$82.34	\$164.68	
		Trim Color >>To Be Determined TBD<< Price Description: Delivered/Open Market							
11.3	UCANTST.L	Unite Standard Cantilever Bracket,Left	9	\$27.00	\$243.00	54.000	\$12.42	\$111.78	
		Trim Color >>To Be Determined TBD<< Price Description: Delivered/Open Market							
11.4	UCANTST.R	Unite Standard Cantilever Bracket,Right	9	\$27.00	\$243.00	54.000	\$12.42	\$111.78	
		Trim Color >>To Be Determined TBD<< Price Description: Delivered/Open Market							
11.5	UEOR72	Unite End-Of-Run Condition,72"H	6	\$85.00	\$510.00	54.000	\$39.10	\$234.60	
		Trim Color >>To Be Determined TBD<< Price Description: Delivered/Open Market							



QUOTATION

CREATED
VALID THROUGH
Prepared By
Quote Filename

4/17/2018
7/1/2018
Kay Reinhardt
Triton College: Triton Career Services - 18ABM-385110/C

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







Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
11.6	UMFR2456	Unite Mono Fabric Panel, Standard Base Raceway, 24Wx56"H	4	\$421.00	\$1,684.00	54.000	\$193.66	\$774.64	
		Top Cap		Flat trim (std)	/F				
		Trim Color		>>To Be Determined	TBD<<				
		Panel Fabric Side 1		Fabric Grade 2	GRD2				
		VSG2 Fabric		>>To Be Determined	TBD<<				
		Panel Fabric Side 2		Fabric Grade 2	GRD2				
		VSG2 Fabric		>>To Be Determined	TBD<<				
		Electrical Code		Domestic - with cutouts	/DP				
		Price Description: Delivered/Open Market							
11.7	UMFR4256	Unite Mono Fabric Panel, Standard Base Raceway, 42Wx56"H	4	\$598.00	\$2,392.00	54.000	\$275.08	\$1,100.32	
		Top Cap		Flat trim (std)	/F				
		Trim Color		>>To Be Determined	TBD<<				
		Panel Fabric Side 1		Fabric Grade 2	GRD2				
		VSG2 Fabric		>>To Be Determined	TBD<<				
		Panel Fabric Side 2		Fabric Grade 2	GRD2				
		VSG2 Fabric		>>To Be Determined	TBD<<				
		Electrical Code		Domestic - with cutouts	/DP				
		Price Description: Delivered/Open Market							
11.8	UMFR4856	Unite Mono Fabric Panel, Standard Base Raceway, 48Wx56"H	4	\$645.00	\$2,580.00	54.000	\$296.70	\$1,186.80	
		Top Cap		Flat trim (std)	/F				
		Trim Color		>>To Be Determined	TBD<<				
		Panel Fabric Side 1		Fabric Grade 2	GRD2				
		VSG2 Fabric		>>To Be Determined	TBD<<				
		Panel Fabric Side 2		Fabric Grade 2	GRD2				
		VSG2 Fabric		>>To Be Determined	TBD<<				
		Electrical Code		Domestic - with cutouts	/DP				
		Price Description: Delivered/Open Market							
11.9	UNWM72	Unite Adjust Wall Mount, 72"	6	\$221.00	\$1,326.00	54.000	\$101.66	\$609.96	
		Finish Color		>>To Be Determined	TBD<<				
		Price Description: Delivered/Open Market							
11.10	UNWT30	Unite Wall Track 30"H	8	\$28.00	\$224.00	54.000	\$12.88	\$103.04	
		Finish Color		>>To Be Determined	TBD<<				
		Price Description: Delivered/Open Market							
11.11	UPSLO2429	Unite Support Leg, Panel Mounted, Open, 24x27-3/4"H	2	\$186.00	\$372.00	54.000	\$85.56	\$171.12	
		Orientation		Left	/L				
		Edge Style		74P edge	/74P				
		Trim Color		>>To Be Determined	TBD<<				
		Price Description: Delivered/Open Market							
11.12	UPSLO2429	Unite Support Leg, Panel Mounted, Open, 24x27-3/4"H	2	\$186.00	\$372.00	54.000	\$85.56	\$171.12	
		Orientation		Right	/R				
		Edge Style		74P edge	/74P				
		Trim Color		>>To Be Determined	TBD<<				
		Price Description: Delivered/Open Market							



QUOTATION

CREATED 4/17/2018
VALID THROUGH 7/1/2018
Prepared By Kay Reinhardt
Quote Filename Triton College: Triton Career Services - 18ABM-385110/C

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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
11.13	USPLPL	Unite Splice Plate,For 24 & 30" Deep Worksurfaces	8	\$7.00	\$56.00	54.000	\$3.22	\$25.76	
									
		Price Description: Delivered/Open Market							
11.14	USTG2416	Unite Glass Stacking Section,24"x 16"H	4	\$349.00	\$1,396.00	54.000	\$160.54	\$642.16	?
									
		Trim Color >>To Be Determined TBD<< Glass Color Clear (std) /GLA							
		Price Description: Delivered/Open Market							
11.15	USTG4216	Unite Glass Stacking Section,42"x 16"H	4	\$407.00	\$1,628.00	54.000	\$187.22	\$748.88	?
									
		Trim Color >>To Be Determined TBD<< Glass Color Clear (std) /GLA							
		Price Description: Delivered/Open Market							
11.16	USTG4816	Unite Glass Stacking Section,48"x 16"H	4	\$444.00	\$1,776.00	54.000	\$204.24	\$816.96	?
									
		Trim Color >>To Be Determined TBD<< Glass Color Clear (std) /GLA							
		Price Description: Delivered/Open Market							
11.17	UWR2442-74P	Unite Rectangular Worksurface,74P Edge,24x42"W	4	\$279.00	\$1,116.00	54.000	\$128.34	\$513.36	?
									
		Edge Color >>To Be Determined TBD<< Grommet Option Grommet : Center /C Grommet Color >>To Be Determined TBD<< Laminate Color >>To Be Determined TBD<<							
		Price Description: Delivered/Open Market							
11.18	UWR2448-74P	Unite Rectangular Worksurface,74P Edge,24x48"W	4	\$300.00	\$1,200.00	54.000	\$138.00	\$552.00	?
									
		Edge Color >>To Be Determined TBD<< Grommet Option Grommet : Center /C Grommet Color >>To Be Determined TBD<< Laminate Color >>To Be Determined TBD<<							
		Price Description: Delivered/Open Market							
11.19	UWR3048-74P	Unite Rectangular Worksurface,74P Edge,30x48"W	1	\$322.00	\$322.00	54.000	\$148.12	\$148.12	?
									
		Edge Color >>To Be Determined TBD<< Grommet Option Grommet : Center /C Grommet Color >>To Be Determined TBD<< Laminate Color >>To Be Determined TBD<<							
		Price Description: Delivered/Open Market							
11.20	UWR3060-74P	Unite Rectangular Worksurface,74P Edge,30x60"W	3	\$342.00	\$1,026.00	54.000	\$157.32	\$471.96	?
									
		Edge Color >>To Be Determined TBD<< Grommet Option Grommet : Center /C Grommet Color >>To Be Determined TBD<< Laminate Color >>To Be Determined TBD<<							
		Price Description: Delivered/Open Market							
Tag 1: WORKSTATIONS								WorkGroup Product Subtotal	\$9,871.60

Quote Summary

Product SubTotal: \$50,985.94
KI Services RDI \$8,500.00
Estimated Sales Tax: See Notes

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Kay Reinhardt
"Reference Only"
 Market Code: 1=1=University & College

Opportunity #: 385110

Quote Filename: Triton College: Triton Career Services -
 18ABM-385110

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
 KI
 1330 Bellevue Street
 Green Bay, WI 54302
2. The following items must be included on all purchase orders:
 - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
 - Ship To Information: complete legal name, address, contact name, contact phone number
 - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
 - Issue Date: date the purchase order was issued
 - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
 - Purchase Order Total: total of all items and services included on the purchase order
 - Authorization: signature of authorized purchasing agent or buying entity
 - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
 - Quantity of each item
 - Complete model number, including all finish and option information (by line item)
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (ex: installation and/or delivery charges)
 - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.

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

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16091

**SUBJECT: KRUEGER INTERNATIONAL, INC. (KI)
COMPUTER LAB FURNITURE PURCHASE**

RECOMMENDATION: That the Board of Trustees approve the purchase of computer lab desks for three rooms in the F-building from Krueger International, Inc. (KI) for the not-to-exceed amount of \$59,611.94.

RATIONALE: KI will provide hardware and installation of computer desks to F203, F312 and F315. KI and the specific furniture being purchased is part of a contract that was publicly bid by the Illinois Public Higher Education Cooperative (IHPEC) – Contract no. OT0008258B.

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 ☒



QUOTATION: 18ABM-381295/C

Triton College: Triton Computer Rooms F315 F312 F302

CREATED 3/28/2018 | REVISED 4/5/2018 | Valid Through 6/26/2018





Triton College: Triton Computer Rooms F315 F312 F302

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options

Quote Number: 18ABM-381295/C

CREATED 3/28/2018 / REVISED 4/5/2018 | Valid Through 6/26/2018

PRODUCT TOTALS	\$47,811.94
See Quote Detail Summary	\$11,800.00
GRAND TOTAL	\$59,611.94

Contract Information:

OT0008258B IPHEC (Community Colleges) 1SEL1303

Requested Delivery Date:

To be Determined

Sales Team:

Kay Reinhardt
Sales Rep
kay.reinhardt@ki.com
(312) 550-2967

Sold To

Triton College
Attn: John Lambrecht
2000 Fifth Avenue
River Grove, IL 60171
P. (708) 456-0300 F. (708) 452-8945
Customer # 4330

End User

Triton College
2000 Fifth Avenue
River Grove, IL 60171
P. (708) 456-0300 F. (708) 452-8945
End User # 4330

Ship To

To be Determined

Installation

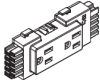
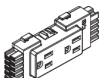




KI SERVICES (Midwest)
Attn: Steve Barcy
P. (773) 892-5385
Vendor # 30000

Client Notes:

Delivery & installation by KI Services, normal hours, M - F, includes debris removal, does not include stair carry.





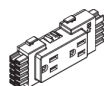
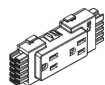
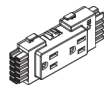
CREATED 3/28/2018
VALID THROUGH 6/26/2018
Prepared By Annette Kleinprinz
Quote Filename Triton College: Triton Computer Rooms F315 F312 F302 - 18ABM-381295/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
Tag 1: F302					
1.1	46.2880.1.BL 	15	\$10.12	\$151.80	
	Price Description: Delivered/Open Market				
1.2	46.2880.2.BL 	15	\$10.12	\$151.80	
	Price Description: Delivered/Open Market				
1.3	ATTD3060-74P-R S18188257V1 Surface Finish Additional Laminates WILSONART - 2 week additional lead time Edge Color Unit Color Files/storage - Drawer/shelf/door configuration Files/storage - Pull options Files/storage - Key/lock options	1	\$1,091.12	\$1,091.12	
	*Custom-All Terrain Instructors Desk, 74P Edge, Right Worksurface, 30x60"W Additional Laminates WILSONART - 2 week additional lead time CLOUD NEBULA - MATTE Blue Grey edge Blue Grey Modified to have : S1R - Steel Locking Door - w/(1) Additional Grommet at base of unit just above rollout shelf on the Right Ha S1 - Plastic Pull KA, Keyed Alike - P102 Additional 4 working days lead-time is required				
	Additional /LW /463060 /EGR /GR *Custom *Custom *Custom Note: Lead-time Change				
1.4	CZBFF 	5	\$82.34	\$411.70	
	Paint Color Black .BL				
	Price Description: Delivered/Open Market				
1.5	CZBJP.TJ 	6	\$38.64	\$231.84	
	Price Description: Delivered/Open Market				
1.6	CZBSA244872/F 	10	\$189.52	\$1,895.20	
	Paint Color Blue Grey Glide Color Clear				
	/GR /GCL				
	Price Description: Delivered/Open Market				
1.7	CZBSS244872/F 	5	\$273.70	\$1,368.50	
	Paint Color Blue Grey Glide Color Clear				
	/GR /GCL				
	Price Description: Delivered/Open Market				







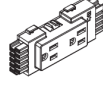
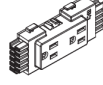


QUOTATION






CREATED 3/28/2018
VALID THROUGH 6/26/2018
Prepared By Annette Kleinprinz
Quote Filename Triton College: Triton Computer Rooms F315 F312 F302 - 18ABM-381295/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
1.8	CZBWR2472S1MP-74P 	15	\$396.98	\$5,954.70	
	CZ 24" Deep Rectilinear Worksurface,Single-Sided,Standard Height,Powered,w/Modesty Panel,24x72,74P Edge Grommet Location Grommet : Left/right /LR Grommet Color Blue Grey grommet /GGR Surface Finish Additional Laminates Additional Additional Laminates WILSONART - 2 week additional lead time /LW WILSONART - 2 week additional lead time CLOUD NEBULA - MATTE /463060 Edge Color Blue Grey edge /EGR Modesty Panel Color Blue Grey /GR Price Description: Delivered/Open Market				
1.9	SPDNAP 	31	\$149.04	\$4,620.24	
	Strive Task Armless Chair,Poly Base Color Black /BL Poly Seat & Back Color No Fire Retardant /NFR Poly Seat & Back Color Black /PBL Caster Option Carpet casters /C Price Description: Delivered/Open Market				
Tag 1: F302 WorkGroup Product Subtotal				\$15,876.90	
Tag 1: F312					
2.1	46.2880.1.BL 	12	\$10.12	\$121.44	
	15-Amp Duplex Receptacle for Raceway Use: 6 Circuit,Circuit 1 Price Description: Delivered/Open Market				
2.2	46.2880.2.BL 	12	\$10.12	\$121.44	
	15-Amp Duplex Receptacle for Raceway Use: 6 Circuit,Circuit 2 Price Description: Delivered/Open Market				
2.3	46.2880.3.BL 	6	\$10.12	\$60.72	
	15-Amp Duplex Receptacle for Raceway Use: 6 Circuit,Circuit 3 Price Description: Delivered/Open Market				
2.4	ATTD3060-74P-L S18189816V2	1	\$1,091.12	\$1,091.12	
	*Custom-All Terrain Instructors Desk,74P Edge,Left Worksurface,30x60"W Surface Finish Additional Laminates Additional Additional Laminates WILSONART - 2 week additional lead time /LW WILSONART - 2 week additional lead time CLOUD NEBULA - MATTE /463060 Edge Color Blue Grey edge /EGR Unit Color Blue Grey /GR General - Dimensional / size modification ATTD3060 - 74P - S1L *Custom Files/storage - Drawer/shelf/door configuration Modified to have Locking Steel Door - (1) extra grommet in Left Lower back corner of Tower, above roll out shelf *Custom Files/storage - Pull options S1 - Plastic Pull *Custom Files/storage - Key/lock options KA, keyed alike - P102 *Custom Additional 4 working days lead-time is required Note: Lead-time Change Price Description: Delivered/Open Market				

CREATED 3/28/2018
VALID THROUGH 6/26/2018
Prepared By Annette Kleinprinz
Quote Filename Triton College: Triton Computer Rooms F315 F312 F302 - 18ABM-381295/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
2.5	CZBFF	CZ Standard Height Base Infeed 10-Wire,96"	4		\$82.34	\$329.36	
		Paint Color Black		.BL			
		Price Description: Delivered/Open Market					
2.6	CZBJP.TJ	810 Jumper 18-1/2",Top to Top use	11		\$38.64	\$425.04	
							
		Price Description: Delivered/Open Market					
2.7	CZBSA244872/F	CZ 24" Single-Sided Adder Telescopic Beam Frame 48-72",Fixed,Standard Height	11		\$189.52	\$2,084.72	
		Paint Color Blue Grey		/GR			
		Glide Color Clear		/GCL			
		Price Description: Delivered/Open Market					
2.8	CZBSS244872/F	CZ 24" Single-Sided Standalone/Starter Telescopic Beam Frame 48-72",Fixed,Standard Height	4		\$273.70	\$1,094.80	
		Paint Color Blue Grey		/GR			
		Glide Color Clear		/GCL			
		Price Description: Delivered/Open Market					
2.9	CZBWR2472S1MP-74P	CZ 24" Deep Rectilinear Worksurface,Single-Sided,Standard Height,Powered,w/Modesty Panel,24x72,74P Edge	15		\$396.98	\$5,954.70	
		Grommet Location		Grommet : Left/right	/LR		
		Grommet Color		Blue Grey grommet	/GGR		
		Surface Finish		Additional Laminates	Additional		
		Additional Laminates		WILSONART - 2 week additional lead time	/LW		
		WILSONART - 2 week additional lead time		CLOUD NEBULA - MATTE	/463060		
		Edge Color		Blue Grey edge	/EGR		
		Modesty Panel Color		Blue Grey	/GR		
		Price Description: Delivered/Open Market					
2.10	SPDNAP	Strive Task Armless Chair,Poly	31		\$149.04	\$4,620.24	
		Base Color Black		/BL			
		Poly Seat & Back Color		No Fire Retardant	/NFR		
		Poly Seat & Back Color		Black	/PBL		
		Caster Option		Carpet casters	/C		
		Price Description: Delivered/Open Market					
Tag 1: F312						WorkGroup Product Subtotal	\$15,903.58
Tag 1: F315							
3.1	46.2880.1.BL	15-Amp Duplex Receptacle for Raceway Use: 6 Circuit,Circuit 1	15		\$10.12	\$151.80	
							
		Price Description: Delivered/Open Market					
3.2	46.2880.2.BL	15-Amp Duplex Receptacle for Raceway Use: 6 Circuit,Circuit 2	15		\$10.12	\$151.80	
							
		Price Description: Delivered/Open Market					

CREATED 3/28/2018
VALID THROUGH 6/26/2018
Prepared By Annette Kleinprinz
Quote Filename Triton College: Triton Computer Rooms F315 F312 F302 - 18ABM-381295/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
3.3	ATTD3060-74P-R S18188257V1	<div><div>*Custom-All Terrain Instructors Desk,74P Edge,Right Worksurface,30x60"W</div><div><div>Surface Finish</div><div>Additional Laminates</div><div>WILSONART - 2 week additional lead time</div><div>Edge Color</div><div>Unit Color</div><div>Files/storage - Drawer/shelf/door configuration</div><div>Files/storage - Pull options</div><div>Files/storage - Key/lock options</div></div><div><div>Additional Laminates</div><div>WILSONART - 2 week additional lead time</div><div>CLOUD NEBULA - MATTE</div><div>Blue Grey edge</div><div>Blue Grey</div><div>Modified to have : S1R - Steel Locking Door - w/(1) Additional Grommet at base of unit just above rollout shelf on the Right Ha</div><div>S1 - Plastic Pull</div><div>KA, Keyed Alike - P102</div><div>Additional 4 working days lead-time is required</div></div><div><div>Additional</div><div>/LW</div><div>/463060</div><div>/EGR</div><div>/GR</div><div>*Custom</div><div>*Custom</div><div>Note: Lead-time Change</div></div></div>	1		\$1,091.12	\$1,091.12	
3.4	CZBFF	<div><div>CZ Standard Height Base Infeed 10-Wire,96"</div><div><div>Paint Color</div><div>Black</div></div></div> <div></div> <div><div>Price Description: Delivered/Open Market</div></div>	5	.BL	\$82.34	\$411.70	
3.5	CZBJP.TJ	<div><div>810 Jumper 18-1/2",Top to Top use</div></div> <div></div> <div><div>Price Description: Delivered/Open Market</div></div>	10		\$38.64	\$386.40	
3.6	CZBSA244872/F	<div><div>CZ 24" Single-Sided Adder Telescopic Beam Frame 48-72",Fixed,Standard Height</div><div><div>Paint Color</div><div>Blue Grey</div><div>Glide Color</div><div>Clear</div></div></div> <div></div> <div><div>Price Description: Delivered/Open Market</div></div>	10	/GR /GCL	\$189.52	\$1,895.20	
3.7	CZBSS244872/F	<div><div>CZ 24" Single-Sided Standalone/Starter Telescopic Beam Frame 48-72",Fixed,Standard Height</div><div><div>Paint Color</div><div>Blue Grey</div><div>Glide Color</div><div>Clear</div></div></div> <div></div> <div><div>Price Description: Delivered/Open Market</div></div>	5	/GR /GCL	\$273.70	\$1,368.50	
3.8	CZBWR2472S1MP-74P	<div><div>CZ 24" Deep Rectilinear Worksurface,Single-Sided,Standard Height,Powered,w/Modesty Panel,24x72,74P Edge</div><div><div>Grommet Location</div><div>Grommet Color</div><div>Surface Finish</div><div>Additional Laminates</div><div>WILSONART - 2 week additional lead time</div><div>Edge Color</div><div>Modesty Panel Color</div></div><div><div>Grommet : Left/right</div><div>Blue Grey grommet</div><div>Additional Laminates</div><div>WILSONART - 2 week additional lead time</div><div>CLOUD NEBULA - MATTE</div><div>Blue Grey edge</div><div>Blue Grey</div></div><div><div>/LR</div><div>/GGR</div><div>Additional</div><div>/LW</div><div>/463060</div><div>/EGR</div><div>/GR</div></div></div>	15		\$396.98	\$5,954.70	
3.9	SPDNAP	<div><div>Strive Task Armless Chair,Poly</div><div><div>Base Color</div><div>Poly Seat & Back Color</div><div>Poly Seat & Back Color</div><div>Caster Option</div></div><div><div>Black</div><div>No Fire Retardant</div><div>Black</div><div>Carpet casters</div></div></div> <div></div> <div><div>Price Description: Delivered/Open Market</div></div>	31	/BL /NFR /PBL /C	\$149.04	\$4,620.24	



QUOTATION

CREATED 3/28/2018
VALID THROUGH 6/26/2018
Prepared By Annette Kleinprinz
Quote Filename Triton College: Triton Computer Rooms F315 F312 F302 - 18ABM-381295/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
Price Description: Delivered/Open Market					
Tag 1: F315				WorkGroup Product Subtotal	\$16,031.46

Quote Summary

Product SubTotal: \$47,811.94
KI Services RDI \$11,800.00
Estimated Sales Tax: See Notes
Quote Total: \$59,611.94

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.
- This project contains non-standard items which are not returnable and not cancelable. The warranty on non-standard product that alters function is 1 year. The warranty on non-standard product that does not alter function, but only finish (i.e., paint or plastic color, laminate, grommet removal) matches that of the standard product. Modification to U.L. Listed products eliminates the listing. Product will not have U.L. Listing labels unless specifically spelled out on this quote.

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Annette Kleinprinz

"Reference Only"

Market Code: 1=1=University & College

Opportunity #: 381295

Quote Filename: Triton College: Triton Computer Rooms
F315 F312 F302 - 18ABM-381295

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
KI
1330 Bellevue Street
Green Bay, WI 54302
2. The following items must be included on all purchase orders:
 - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
 - Ship To Information: complete legal name, address, contact name, contact phone number
 - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
 - Issue Date: date the purchase order was issued
 - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
 - Purchase Order Total: total of all items and services included on the purchase order
 - Authorization: signature of authorized purchasing agent or buying entity
 - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
 - Quantity of each item
 - Complete model number, including all finish and option information (by line item)
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (ex: installation and/or delivery charges)
 - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.

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

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16092

SUBJECT: **AGREEMENT WITH ATHLETICO MANAGEMENT, LLC**

RECOMMENDATION: That the Board of Trustees approve an Agreement with Athletico Management, LLC for athletic training services for the Fiscal Year 2019 beginning July 16, 2018 through May 31, 2019. Athletico will provide certified athletic trainers at a rate of \$25.93 per hour. The total cost of this Agreement will not exceed \$31,000.00.

RATIONALE: The institution outsources athletic training services to Athletico Management, LLC in place of maintaining a full-time employee Athletic Trainer, and Athletico is an established athletic training company that meets Triton's needs by providing on-site athletic trainers for student athletes participating on Triton athletic teams.

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

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 _____



Athletic Training Services Agreement

This ATHLETIC TRAINING SERVICES AGREEMENT (together with all attachments incorporated herein, this "Agreement") is made and entered into as of July 16, 2018 by and between Athletico Management, LLC, a Delaware limited liability company ("Athletico"), and Community College District 504, commonly known as Triton College ("Client") and, together with Athletico, each a "Party" and, collectively, the "Parties").

WHEREAS, Client desires to engage Athletico to provide, as an independent contractor, athletic training services to Client on the terms and conditions set forth in this Agreement, and Athletico desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. **Engagement.** Client hereby engages Athletico, on an independent contractor basis, to provide the athletic training services set forth on Exhibit A (the "Services") to Client on the terms and subject to the conditions set forth in this Agreement. Client hereby acknowledges and agrees that (a) the Services shall in no way be considered a substitute for the services of a physician, (b) The Services shall not involve the practice of medicine as regulated by the Illinois Department of Professional Regulation, (c) the Services are regulated by the Illinois Department of Professional Regulation under the Illinois athletic training practice act and (d) Athletico shall perform the Services solely under the direction and control of Client and its athletic trainers, physicians, employees and agents.
2. **Compensation.** In compensation for the Services, Client shall (a) perform each obligation set forth under the heading "Client Responsibilities on Exhibit A and (b) pay Athletico the fees set forth on Exhibit B.
3. **Late Payments.** All payments not received by Athletico within forty-five (45) days after the date of invoice shall bear interest at the rate of 1% per month (or the highest rate permitted by applicable law, if lower) until final payment is made. Client shall be responsible for all costs of collection incurred by Athletico, including court costs and reasonable attorneys' fees.
4. **Term of Agreement.** The term of this Agreement (the "Term") shall be from July 16, 2018 through May 31, 2019. Notwithstanding the foregoing, (a) either Party may terminate this Agreement immediately by notice upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, upon the other Party making an assignment for the benefit of creditors or admitting in writing its inability to pay its bills, upon the other Party's insolvency or upon the other Party ceasing to do business; (b) either Party may terminate this Agreement upon notice in the event of a breach of this Agreement by the other Party that is not cured within thirty (30) days after written notice thereof; and (c) Athletico may terminate this Agreement upon notice if Client fails to pay any amount owed hereunder within sixty (60) days after the date on which such amount was due.
5. **Opportunities.** Prior to entering into any agreement with a third party for physical therapy or athletic training services or for sponsorship in the designated category described in this Agreement, Client shall first offer the opportunity to Athletico on the same terms and conditions as offered to or by the third party. Athletico shall have ten (10) days during which to accept said offer. If Athletico does not accept said offer within ten (10) days, Client may accept the third party offer. If Client does not enter into an agreement with the third party on the terms and conditions offered to Athletico within ninety (90) days after the expiration of such ten (10) day period, Client's right to enter into the agreement shall expire and the procedure described in this Section 5 shall again be applicable.
6. **Insurance.** During the term of this Agreement, each Party shall procure and maintain adequate and commercially reasonable insurance coverage (including, in the case of Athletico, professional liability coverage) from financially responsible insurance companies duly authorized to provide such insurance in the state of such Party's organization, which insurance shall be in full compliance with all applicable statutory requirements. Each Party shall add the other Party as an additional insured under its liability insurance policies (other than professional liability) and provide evidence thereof upon the other Party's written request.
7. **Indemnification and Waivers.**
 - a. **Athletico.** Athletico shall indemnify, defend, and hold harmless Client, its trustees, directors, officers, and agents from and against any and all liability, suits, claims, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees and court costs, to the extent caused by, resulting from or related to (i) any negligent or reckless act or omission, or intentional misconduct, of Athletico, or any of its employees or agents, in performing this Agreement, (ii) any breach of this Agreement by Athletico or (iii) the failure of any equipment supplied by Athletico.
 - b. **Client.** Client shall indemnify, defend and hold harmless, Athletico, its affiliates, officers, agents and employees, from and against any and all liability, suits, losses, damages, costs and expenses whatsoever, including, without limitation, reasonable attorney's fees and court costs, to the extent caused by, resulting from or related to (i) any act or omission, or intentional misconduct, of Client, or any of its employees or agents, in performing this Agreement, (ii) any breach of this Agreement by Client, (iii) the failure of any equipment that is not supplied by Athletico or (iv) any event at which the Services are being provided, except to the extent resulting from the provision of the Services by Athletico.
 - c. **Limitations.** In no event shall either Party be liable hereunder (whether in action in negligence, contract or tort or otherwise) for any indirect, incidental, special, consequential or punitive damages. Athletico's aggregate liability related to this Agreement shall not exceed the aggregate fees paid to Athletico by Client hereunder, except to the extent such liability is caused by, or results from, Athletico's reckless act or omission or intentional misconduct.
 - d. **Participant Waiver of Liability.** Client shall collect and maintain executed liability waivers from each participant which include an express consent to have Athletico's athletic trainers, physical therapists, massage therapists or other personnel provide participant with medical assistance and/or treatment and agreement by the applicable participant to hold harmless and indemnify all such Athletico personnel from all liability, loss, cost or other claim of damage whatsoever, including, injury, death or damage to property. If any participant is under the age of 18, such participant's waiver must also be executed by such participant's parent or legal guardian. Client shall provide Athletico

with copies of such waivers or access to such waivers upon Athletico's written request. The failure to secure or maintain such waivers shall constitute a material breach of the Agreement.

- e. **HIPAA Waivers.** If Client desires to receive any protected health information of a participant from Athletico, Client shall cause such participant (or such participant's parent or guardian if such participant is under the age of 18) to execute and deliver to Athletico an acceptable Authorization for Release of Health Information.
- f. **Management Plans.** Notwithstanding the foregoing, Client is responsible for designing and implementing its concussion management plan in compliance with applicable state and federal laws, and Athletico shall not have any responsibility or liability for the design or implementation for such plan.

8. **Notices.** Any and all notices, demands, requests, and any other communication required or permitted to be served on or given by either party to the other shall be in writing and delivered personally, by nationally-recognized overnight courier or by deposit in the United States Mail, first class postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given at the address set forth below or at such other or additional address as the other party may designate by notice to the other:

If to Client: Triton College
C/o Harry McGinnis, Athletic Director
2000 Fifth Avenue, River Grove, IL 60171

Triton College
Vice President of Student Affairs
2000 Fifth Avenue, River Grove, IL 60171

Copy to: Kusper & Raucci Chartered
Attn: Stanley T. Kusper, Jr.
33 North Dearborn Street, Suite 1500, Chicago, Illinois 60602

And

If to Athletico: Athletico Management, LLC. c/o Susan Rowe, Payten Gerjerts, Jason Bannack, and Jason Barclay
625 Enterprise Drive, Oak Brook, IL 60523

9. **Miscellaneous.**

- a. **Governing Law/Arbitration.** This Agreement shall be governed by the laws of the State of Illinois. The parties agree that in the event of any dispute arising from this Agreement that jurisdiction shall be solely fixed in the Circuit Court of Cook County, Illinois.
- b. **Compliance with Laws.** Each Party shall comply with all applicable laws and regulations, including, without limitation, those governing the release and handling of patient medical records. Client shall not request any Service, the performance of which would require Athletico to violate any applicable wage and hour law or other law related to working conditions. Client represents that it has informed Athletico of all job requirements that are reasonably necessary for Athletico's certified athletic trainers to provide the Services.
- c. **Severability.** If any provision of this Agreement is held to be invalid as applied to any fact or circumstance, it shall not effect the remaining provisions or the same provision as applied to any other fact or circumstance.
- d. **Counterparts/Electronic Delivery.** This Agreement may be executed in multiple counterparts, and by facsimile, portable document format (.pdf) or other electronic means, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.
- e. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes any and all other agreements between the Parties, either oral or in writing, with respect to the subject matter of this Agreement.
- f. **Change in Law.** If either Party determines that this Agreement would violate any applicable law, rule or regulation, or that there is a change in the law, whether or not that change has gone into effect, and such change has had, or is reasonably likely to have, a material adverse effect on such Party's rights or obligations under the Agreement or the cost to provide the Services under the Agreement, this Agreement shall be immediately suspended upon written notice to the other Party to the extent necessary to resolve the issue, and the Parties shall negotiate in good faith in an effort to agree on appropriate revisions to this Agreement to reach a resolution to the issue, including renegotiating the terms of Exhibit A or Exhibit B attached hereto. If the Parties are unable to agree upon appropriate revisions within thirty (30) days after commencing such negotiation, either Party may terminate this Agreement upon notice to the other Party.
- g. **Inability to Perform.** Each Party's obligations under the Agreement shall immediately cease if such Party is unable to perform its obligations by reason of physical disaster, governmental acts, labor difficulties, strikes or other circumstances beyond the control of such party, but such obligations shall resume when such Party is no longer unable to perform. Each Party shall provide the other Party with notice if it becomes aware of any occurrence or circumstance that could materially impair such Party's ability to carry out its duties and obligations under this Agreement.
- h. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent; provided that Athletico may freely assign this Agreement to any affiliate or to any entity who acquires a majority of its ownership interests or a majority of its assets or the assets of any business unit of Athletico.
- i. **Non-Interference.** During the Term and for one (1)-year period thereafter, Client shall not induce or attempt to induce any employee of Athletico or its affiliates to terminate his or her employment with Athletico, or otherwise solicit, hire, or recommend that any third party hire, any employees of Athletico or its affiliates, or otherwise assist any third party in connection with any of the foregoing actions, without the written approval of Athletico.
- j. **No Discrimination.** Neither party shall discriminate against any person on the grounds of race, color, national origin, religion, age, disability or any other classification protected by applicable law in discharging its respective duties and responsibilities under this Agreement. It is the policy of Athletico to provide equal employment opportunities for all qualified applicants and employees, without regard to race, color, creed, religion, sex, national origin, nationality, ancestry, citizenship status, age, pregnancy, childbirth, marital status, sexual orientation (including gender-related identity), physical or mental disability, genetic information, H.I.V. status, status as a victim of domestic violence, order of protection status, military status, unfavorable discharge from military service, veteran status, liability for service in the Armed Forces of the United States or any other classification protected by applicable law.
- k. **Sexual Harassment Policy.** Each Party shall maintain a sexual harassment policy as required by the Illinois Human Rights Act.

- l. **Drug Free Workplace.** If Athletico has more than 25 employees, Athletico certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.
- m. **Taxes.** Athletico assumes full responsibility for the payment of all federal, state and local taxes incurred by Athletico as a result of this Agreement.
- n. **Business Licenses.** Athletico represents that it possesses all professional or business licenses required by law, if any and all qualifications necessary to fully perform its obligations.
- o. **Independent Contractor.** All Athletico personnel shall be, under all circumstances, independent contractors while performing services at Triton College. In no event shall any Athletico employee accrue any rights or benefits of employees at Triton College, including Workers' Compensation or the accrual of tenure.
- p. **Waiver.** No waiver of any provision hereof shall be effective unless expressly made in writing and executed by the Party making the waiver. The failure of any Party to insist on performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the further performance of any such term or condition, and the obligations of the Parties with respect thereto shall continue in full force and effect.
- q. **Captions.** The captions used in this Agreement as headings of the various sections are for convenience only and are not and shall not be used to construe any part of this Agreement.
- r. **Authority to Execute.** Each Party hereby represents and warrants that the party executing this Agreement on its behalf has full authority to execute this Agreement on its behalf.
- s. **No Partnership.** Nothing in this Agreement is intended to, or shall be construed to, constitute or establish an agency, partnership, joint venture, franchise or fiduciary relationship between the Parties. Neither Party shall have the right, or shall hold themselves out to have the right, to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other except as expressly provided herein.
- t. **Confidentiality.** Each party will keep the terms of this Agreement confidential, except as required by applicable law or legal process.

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

ATHLETICO MANAGEMENT, LLC

By: _____
Jason Bannack, Vice President of Outreach Services

TRITON COLLEGE

By: _____
Mark R. Stephens, Chairman, Board of Trustees Triton College

EXHIBIT A

ATHLETICO RESPONSIBILITIES:

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

- a. One (1) licensed, certified athletic trainer will be available for pre-event taping, home event coverage, injury assessment, post-game follow-up and rehabilitation for the Fall, Winter, and Spring seasons for the 2018-2019 school year. Coverage will also be made available on Saturdays per practice and home event schedule. An Athletic Trainer will be assigned for coverage at 25 hours per week per season. The foregoing services shall be considered "Regular Services" for purposes of this Agreement; provided that any hours in excess of 25 hours per week shall be considered "Additional Services" and (ii) any Services provided on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or New Year's Day (or, to the extent any such holiday falls on a weekend, the weekday on which such holiday is observed) shall be considered "Additional Services."
 - i. **Training Room/Practice Coverage:** A licensed, certified athletic trainer will be available for pre-event taping, injury assessment and rehabilitation for hours and dates to be mutually agreed upon by Triton College and Athletico based on availability of athletic training staff and Triton College scheduling.
 - ii. **Game Coverage:** A licensed, certified athletic trainer will be available for pre-game taping, game coverage, and post-game follow-up for hours and dates to be mutually agreed upon by Triton College and Athletico based on availability of athletic training staff and Triton College scheduling
 - Fall: Men's Soccer
Women's Volleyball
Women's Soccer
 - Winter: Men's Basketball
Women's Basketball
Wrestling
 - Spring: Baseball
Softball
Men's Track & Field
Women's Track & Field
- b. Upon request, and if available, an Athletic Trainer will be provided for both home and away state competitions; provided that any such services shall be considered "Additional Services" for purposes of this Agreement. Requests for coverage should be made within twenty-four (24) hours of notification of contest date and site to Athletico Manager of Athletic Training Services. Parameters of travel include:
 - i. Travel days to be inclusive of the 25 hours weekly allotment per athletic trainer. Start time is defined as departure for travel and end time is defined as return.
 - ii. Travel accommodation including transportation, lodging and food will be paid for by Client. Client shall pre-approve all costs. The maximum payment shall be \$_____.
- c. As needed and upon reasonable advance notice, Athletico shall use reasonable efforts to make an Athletic Trainer available at times other than those listed below in response to the special needs of the Client as needed and shall provide those services as outlined above. Such instances could include unscheduled events, acute injury circumstances, school affiliated functions, training sessions for coaches and staff and other situations which may arise. In all instances, the Client agrees to use reasonable efforts to provide Athletico with advance notice of all such additional requirements, as well as any schedule changes. The foregoing services shall be considered "Additional Services" for purposes of this Agreement.
- d. Coverage shall include on-site injury care and evaluation as well as assistance on all matters pertaining to the health and well-being of the athletes, including, without limitation, the coordination of follow-up treatment and rehabilitation as necessary for all injuries sustained by athletes.
- e. Coverage shall include the use of modalities as indicated by the Illinois athletic training practice act.
- f. Maintenance of complete and accurate records of all athletic injuries and treatment rendered.
- g. Athletico shall provide Education to the, board members, coaches, players, and parents of Client on the importance of medical care and follow-up necessity with an Athletico facility after injury.
- h. Student-athletes, families, coaching and administration staff of the Client will have access to all Athletico centers for complimentary injury assessments to the extent permitted by applicable law.
- i. Athletico shall provide a 10-15 minute lecture introducing services available to Client at the Client's athletics introduction meeting.

CLIENT RESPONSIBILITIES:

- a. Client must submit schedule changes within fourteen (14) business days prior to event in question. Failure to do so will mean possible forfeiture of coverage, depending on available personnel.
- b. In the sole discretion of the College President or the College's Vice-President of Student Affairs, name Athletico as "The Official Provider of Physical Therapy and Athletic Training for Triton College Athletes" in all press releases, radio spots, newsletters, related materials and website. Athletico will be designated as the exclusive provider in the Physical Therapy, Occupational Therapy, Athletic Training, Work Rehab, and Sports Medicine Category.
- c. Client shall cause each athlete to obtain all equipment required by any applicable laws, rules or industry and/or governing body standards or policies or as needed to protect against all foreseeable or unforeseeable injuries. Neither Athletico nor any of its athletic trainers, employees, or other agents makes any representations or warranties regarding any equipment not specifically provided by Athletico and none of the foregoing shall be liable for any failure of any equipment to function properly.
- d. In the sole discretion of the College President or the College's Vice President of Student Affairs, establishing a link, logo, and information pertaining to Athletico's assigned certified athletic trainer and all Athletico services to Triton College website.
- e. Client shall educate the players and parents of their teams on the importance of medical care and follow-up if necessary with an Athletico facility after injury.
- f. In the sole discretion of the College President or the College's Vice President of Student Affairs, provide link and logo to Athletico for usage within www.Athletico.com website affiliation section.

EXHIBIT B

COMPENSATION:

In compensation for Athletico's services under this Agreement, Client shall pay Athletico the sum of \$26 per hour per athletic trainer for all services to be described in Section 2 hereof be provided from July 16, 2018 through May 31, 2019, or until Triton College has been billed \$31,000.00, whichever is sooner. This rate shall apply for pre-scheduled and Additional Services, as referenced in Exhibit A. Triton College will be invoiced via mail on a monthly basis based on actual hours incurred by assigned athletic trainer. Invoices received prior to the first of the month following the month in which services were rendered shall be paid by the end of the month. Invoices received after the first of the month shall be paid by the end of the following month.

All invoices submitted by Athletico hereunder shall be sent to the following address or, if no address is set forth on this Exhibit B, to the address set forth in Section 8:

Triton College
2000 Fifth Avenue
River Grove, IL 60171
Attention: Harry McGinnis
Phone: 708.456.0300 x3784
Email: harrymcginnis@triton.edu

Any Additional Services performed by Athletico shall be billed to Client a rate equal to \$26 per hour.

Additional Services will be invoiced on a regular schedule via mail based on actual hours. Client shall pay each invoice in full within forty-five (45) days after invoice date.

TRITON COLLEGE, District 504
Board of Trustees


Meeting of May 15, 2018

ACTION EXHIBIT NO. 16093

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH
COOK COUNTY SHERIFF'S OFFICE

RECOMMENDATION: That the Board of Trustees approve the Memorandum of Understanding between Triton College and the Cook County Sheriff's Office (CCSO). This Agreement will be effective when signed and run through June 30, 2019. It will automatically renew for additional one (1) year terms ending June 30th of each year unless terminated. Either party may terminate this Agreement at any time providing written notice to the other party of at least one hundred eighty (180) days in advance of the proposed termination date. Any programs in session at the time of termination will be allowed to conclude as scheduled under the terms and conditions stated herein. This Agreement is for the same square footage as the previous agreement. College academic space dedicated to the exclusive use of the CCSO is 5,254 square feet.

RATIONALE: The CCSO has housed its Basic Police Recruit Training Academy at Triton College since 1994. The college provides dedicated space as well as scheduled access to pool and fitness facilities, professional development training for CCSO faculty, iPads for recruits and online hosting of the academy's instructional materials on the college's Blackboard system. The CCSO enrolls its participants in Criminal Justice Administration courses and Police Science and Administration courses at the college. This is CCSO's Agreement and the college's attorneys have exchanged edits.

Submitted to Board by: 
(Vice President) Debra J. Baker

Board Officers' Signatures Required:

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

Related forms requiring signature: Yes X No

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COOK COUNTY SHERIFF'S OFFICE
AND TRITON COLLEGE**

This Agreement made by and between Community College District 504, commonly known as Triton College (hereinafter "the College") and the Cook County Sheriff's Office (hereinafter "CCSO"). CCSO and College are referred to herein collectively as the "Parties," and each as a "Party."

I. RECITALS

WHEREAS, pursuant to 55 ILCS 5/3-6021 the Sheriff shall be conservator of the peace in his or her county, and shall prevent crime and maintain the safety and order of the citizens of that county; and

WHEREAS, the CCSO manages and operates the Sheriff's Bureau of Training and Education ("BOTE"), a Police and Corrections training academy accredited by State of Illinois Law Enforcement Training and Standards Board (ILETSB); and

WHEREAS, College has historically allowed the CCSO to utilize facilities on the East Campus R Building at 2000 North 5th Avenue, River Grove, IL for operation of BOTE; and

WHEREAS, the College is willing and able to continue to make its facilities available to CCSO for its Training Academy under the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the College and CCSO agree as follows:

II. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein as though fully set forth:

III. CCSO RESPONSIBILITIES

In accordance with the terms and conditions described herein, the CCSO shall:

- A. Maintain responsibility for all staff and instructors under the direction of the CCSO and BOTE at no cost or expense to the College; and
- B. Maintain responsibility for all educational and supervisory needs of all CCSO BOTE participants enrolled in programming, including any accommodations required by law; and
- C. Certify that it maintains all applicable policies and procedures required by state and federal law, including but not limited to policies required by the Illinois Human Rights Act and the Drug Free Workplace Act. See, e.g., 775 ILCS 5/2-105, 30 ILCS 580/1 *et. seq.*

IV. COLLEGE RESPONSIBILITIES

In accordance with the terms and conditions described herein the College shall provide dedicated classroom space in rooms R304, R304A, and R314 and dedicated office space in rooms R308A-I to be used by CCSO staff and instructors, which will be available during all regular College hours of operation

Monday through Sunday. All space and related infrastructure is provided as is and CCSO is responsible for providing furniture and equipment. If infrastructure improvements are desired, CCSO agrees to arrange through the College's Information Services department and CCSO will be responsible for the costs. College agrees to provide janitorial service for all space utilized by CCSO for no additional cost.

In addition, the College agrees to accommodate reasonable and timely requests by the CCSO for use of space for conferences to plan, discuss, and enhance BOTE programming.

V. JOINT RESPONSIBILITIES

Both Parties agree to the following joint responsibilities:

- A. Compliance with Privacy Laws. The Parties agree to abide by and require that its staff and agents abide by all applicable state and federal laws, rules and regulations regarding individual privacy. The parties will notify one another if there are known breaches of this confidentiality or requests for information that may require analysis under relevant privacy laws.
- B. Scope; Disclaimer of Relationship. This Agreement is for the sole and limited purpose of providing services, as defined herein, to the BOTE. Nothing herein shall be deemed to create any association or joint venture between the College and CCSO staff or instructors, and CCSO staff and instructors are not considered as employees of the College for any purpose, and are not entitled to any of the benefits that accrue to or are provided by the College to its employees, including the accrual of tenure.

Nothing herein shall be deemed to create an employee-employer relationship between the College and CCSO staff and instructors, and CCSO staff and instructors are not to be considered as employees of the College for any purpose, and are not entitled to any of the benefits that accrue to or are provided by the College to its employees.
- C. Non-Discrimination. No individual will be discriminated against by either Party hereto 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 protected or prohibited by law, rule or regulation.
- D. Insurance. The parties shall maintain in force throughout the duration of this Agreement comprehensive liability insurance providing coverage against all claims, demands, loss of judgment arising out of any act or omission of the agents, employees, and students of the Parties. 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. CCSO shall provide Triton with a copy of Cook County Certificate

of Self Insurance, and such Certificate shall be attached hereto and incorporated by reference herein.

- E. Each party agrees to be solely responsible for the actions or inactions of its officers, agents, trustees and employees arising out of or related to this Agreement.

VI. TERM OF AGREEMENT; TERMINATION

This Agreement shall commence upon the execution of the Agreement by duly authorized officers of the parties hereto and shall be for a term ending June 30, 2019. This Agreement will automatically renew for additional one (1) year terms ending June 30th of each year of the Agreement, unless terminated under the notice provisions of the Agreement as provided herein.

Either party may terminate this Agreement at any time providing written notice one hundred eighty (180) days in advance of the proposed termination date. Any programs underway at the time of termination shall be permitted to conclude as scheduled under the terms and conditions stated herein. In the event that CCSO is no longer self-insured and fails to provide insurance coverage as previously set forth above for five (5) days, this Agreement shall automatically terminate.

VII. GENERAL TERMS & CONDITIONS

- A. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the authorized agents of Parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the authorized agents of the Party benefited by such term.
- B. **Authority.** This Agreement is executed by an authorized representative of the College in the representative's official capacity only and the representative shall have no personal liability under the Agreement.
- C. **Governing Law and Venue.** This Agreement shall be governed by the construed in accordance with the substantive laws of the State of Illinois regardless of any conflict of laws provision. All disputes arising out of the Agreement, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois.
- D. **Notice.** Notice required to be sent hereunder shall be sent by prepaid registered or certified mail, return receipt requested, and shall be effective upon delivery.

If to the College:
Debra J. Baker
Vice President Academic Affairs
Triton College
2000 Fifth Avenue
River Grove, IL 60171

cc: Ms. Sarie E. Winner
Kusper & Raucci Chartered
33 North Dearborn Street
Suite 1500
Chicago, IL 60602

If to the CCSO:

Cook County Sheriff's Office
50 West Washington
Suite 704
Chicago, Illinois 60602
Attn: General Counsel

~~E.~~ Time is of the essence of this Agreement.

For CCSO:


General Counsel
Cook County Sheriff's Office

3/6/18
Date

Acknowledged:


Dana Wright
Chief Executive Officer

06 MAR 18
Date

FOR COLLEGE:

Mark R. Stepiens
Board Chairman

Date: _____

Diane Viverito
Board Secretary

Date: _____



TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

RISK MANAGEMENT

DEANNA L. ZALAS

DIRECTOR


118 N. Clark Street, #1072 • Chicago, Illinois 60602

**COOK COUNTY, ILLINOIS
CERTIFICATE OF INSURANCE**

Cook County is a self-insured governmental organization and does not at this time purchase primary commercial insurance or participate in any pool. The self-insurance program covers general liability, workers compensation, automobile liability and property losses.

This certificate does not amend, extend or alter the coverage provided by the County's self-insurance program.

Any questions regarding this certificate of insurance, please contact Mr. Timothy Walsh, Manager of General Liability at 312.603.6852.


Deanna L. Zalas

Director, Cook County Department of Risk Management

May 1, 2016

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16094

**SUBJECT: RENEWAL OF MEMORANDUM OF UNDERSTANDING BETWEEN
NATIONAL LOUIS UNIVERSITY AND TRITON COLLEGE**

RECOMMENDATION: That the Board of Trustees approve renewal of the Memorandum of Understanding (MOU) between National Louis 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 for this agreement.

RATIONALE: This Memorandum of Understanding between National Louis University and Triton College will continue to provide Triton students and community members the ability to further their higher education endeavors and bachelor's degree completion at Triton by pursuing a program of study in Applied Behavioral Sciences, Early Childhood, Elementary Education, Management, Management Information Systems and Special Education through National Louis University course and program offerings as a partner in Triton's University Center. This MOU was reviewed by the Triton attorney and recommended edits were accepted by National Louis University.

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
NATIONAL LOUIS UNIVERSITY
AND
COMMUNITY COLLEGE DISTRICT 504**

WHEREAS, Community College District 504, commonly known as Triton College, hereinafter "Triton", as part of its mission to promote higher education and educational opportunities throughout the community, enters into Memorandas of Understanding with four (4) year institutions; and

WHEREAS, National Louis University, hereinafter "NLU", as part of its mission to promote higher education and educational opportunities, desires to create a relationship with Triton to facilitate the enrollment of Triton students at NLU; and

WHEREAS, Triton and NLU 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 *National Louis University (NLU)* and *Triton College (Triton)* will cooperate in providing educational opportunities for currently enrolled and potential students of each institution. Both institutions agree to facilitate the transfer of Triton course credits towards an NLU degree or certificate programs 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 NLU's course and program offerings held on Triton's campus.

Purpose

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

1. Bachelor of Arts in Applied Behavioral Sciences;
2. Bachelor of Arts in Early Childhood;
3. Bachelor of Arts in Elementary Education;
4. Bachelor of Science in Management;

5. Bachelor of Science in Management Information Systems;
6. Bachelor of Arts in Special Education.

Transfer of Course Credits

The parties agree that all necessary actions shall be taken to allow for the maximum transfer of credits between NLU and Triton. All courses required for an Associate's degree completed with a cumulative G.P.A. of 2.0 or higher¹ at Triton will apply toward a Bachelor's degree at NLU in the above referenced Bachelor's degree programs, subject to NLU programs' requirements and grade restrictions and national or accrediting agency requirements. Students who have not received an Associate's degree from Triton will be admitted to NLU as standard transfer students, however all previous college work will be evaluated and transferred to NLU on a course-by-course basis. Triton students who have received an Associate's degree at Triton and met all requirements specified above will receive full recognition of the degree earned at Triton and will enter NLU at junior level status.

The degree program requirements as established by the NLU catalog will determine the application of transfer credits. NLU and Triton 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 Agreement.

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

Triton students pursuing their Bachelor's degree through NLU will receive academic advising, registration and program information through the NLU offices located on site at Triton's University Center. Such students will attend NLU on site at Triton's campus throughout the duration of their enrollment at NLU.

Services NLU shall provide to Triton

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

¹ The National College of Education requires a grade of "C" or higher in each course. Therefore, all Triton College courses to be transferred in the Early Childhood and Elementary Education programs must be completed with a grade of "C" or higher.

5. NLU will provide undergraduate degree programs to Triton students in the areas as set forth above entirely on site at Triton. Class size will be mutually agreed upon and shall be consistent with the requirements of each institution's accrediting agencies.
6. NLU will develop surveys to assist Triton in determining interest levels in NLU degree programs.
7. NLU Catalog is updated three times a year (August, November and April publications) and available online at:
<https://www.nl.edu/admissions/catalogsandcourseinformation/catalogsandcourseinformation/>
 -
8. NLU shall designate an individual to serve as a representative for the purpose of monitoring this MOU. NLU shall notify Triton of the person's name and contact information in writing at least four (4) weeks prior to the upcoming semester.
9. NLU will provide Triton students/graduates attending NLU classes taught at Triton facilities a 5% tuition discount, provided that Triton provides the instructional space at no charge to NLU.

Services Triton shall provide to NLU

1. Triton will assist NLU by distributing available printed materials and advising current and potential students of NLU programs.
2. Triton will include transfer information on Triton's website and will update NLU information on its website as soon as practicable.
3. Triton will list NLU on its website, and in its catalogs, as a partner organization.
4. Triton will provide NLU with space including one office, furnishings, telephone and internet access, within the Triton University Center facilities and classroom space on the Triton campus.
5. Triton will assist in the distribution of surveys developed by NLU to assess the academic profile of Triton students.
6. Triton will provide NLU parking, access to common areas, and other services commonly provided to Triton employees at the College University Center.
7. Triton shall designate an individual to serve as a representative for the purpose of monitoring this Agreement and notify NLU of the person's name and contact information in writing at least four (4) weeks prior to the upcoming semester.
8. Triton will provide NLU instructional space at no charge for as long as NLU grants Triton students/graduates a 5% tuition discount for NLU classes taught at Triton facilities.

Services Triton shall provide to NLU students of the University Center

All students will be required to have identification from their respective institution in order to take advantage of the following services and privileges. NLU 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; and
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

NLU 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 _____, 2017 and shall continue for a period of two (2) years. Prior to the conclusion of this MOU, Triton and NLU shall meet to discuss the terms and conditions herein. Upon the mutual written agreement of the authorized agents of Triton and NLU, the MOU shall be renewed for a two (2) year term, which may thereafter automatically renew for subsequent two (2) year terms.

Termination

Either party may terminate this MOU with 90 days advance written notice. All students enrolled in a joint NLU-Triton program shall be permitted to complete the then current semester under the terms and conditions stated herein.

Trademarks/Service Marks

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

NLU agrees to hold harmless and indemnify Triton, 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, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of NLU, its officers, agents or employees, under this MOU.

Triton agrees to hold harmless and indemnify NLU, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against NLU, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of Triton, 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:
National-Louis University (NLU)
Alison R. Hilsabeck, Ph.D.
Provost
National-Louis University
122 S. Michigan Avenue
Chicago, Illinois 60603
cc: Hanna Wielgat-Blin

If to:
Triton College (Triton)
Debra Baker, MA
Vice President Academic Affairs
Triton College
2000 Fifth Avenue
River Grove, Illinois 60171
cc: Kusper & Raucci Chartered

1000 Capitol Drive
Wheeling, Illinois 60090

33 North Dearborn Street
Suite 1500
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. NLU and Triton are separate and independent institutions of higher education and by this agreement both will continue to operate as separate institutions. The authorized administrators of NLU and Triton 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 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, 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 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 Agreement.

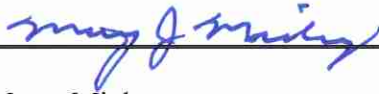
IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement.



Alison R. Hilsabeck, Ph.D.
Provost
National Louis University
Date:

Mark Stephens, Board Chairman

Triton College
Date:



Marty Mickey
Vice President of Finance
National Louis University
Date:

Mary-Rita Moore
President
Triton College
Date:

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

Meeting of May 15, 2018

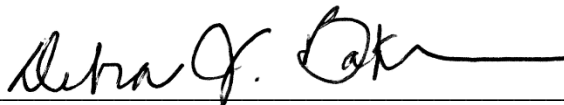
ACTION EXHIBIT NO. 16095

**SUBJECT: COOPERATIVE AGREEMENT WITH FAMILY PET
ANIMAL HOSPITAL**

RECOMMENDATION: That the Board of Trustees approve the agreement between Triton College and Family Pet Animal Hospital that allows Continuing Education veterinary assistant students to conduct the clinical component of their program onsite at the hospital. This agreement is effective when signed by both parties and shall automatically renew for additional one year terms. 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, at which point currently enrolled students will be allowed to complete their clinicals. There is no cost to Triton College for this agreement.

RATIONALE: Continuing Education's veterinary assistant program includes a clinical component to improve the educational experience for its students and enhance their employability. This is the college's agreement which Family Pet Animal Hospital has accepted.

Submitted to Board by: _____



(Vice President) Debra J. Baker

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes X No

**COOPERATIVE AGREEMENT
BETWEEN
FAMILY PET ANIMAL HOSPITAL
AND
TRITON COLLEGE, DISTRICT #504, RIVER GROVE, ILLINOIS**

Agreement made by and between **Family Pet Animal Hospital** hereinafter referred to as "Veterinary Clinic" and Community College District 504, commonly known as **Triton College**, hereinafter referred to as "**Triton**".

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

I. GENERAL PROVISIONS:

- A. This affiliation is for the sole and limited purpose of providing clinical training in the Veterinary Assistant Program (the "Program") to students enrolled at Triton under the auspices of the Veterinary Clinic.
- B. Nothing herein shall be deemed to create any association, partnership, or joint venture between Veterinary Clinic and Triton.
- C. Students or trainees enrolled at Triton who participate in this program at Veterinary Clinic 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 Veterinary Clinic or faculty and Veterinary Clinic, and such students and faculty are not to be considered as employees of Veterinary Clinic for any purpose, and are not entitled to any of the benefits that accrue to or are provided by Veterinary Clinic to its employees, including the accrual of tenure at Triton.
- D. No participant 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. Each party certifies that it is an equal opportunity employer.
- 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 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 Veterinary Clinic upon request.

Veterinary Clinic 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 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. Veterinary Clinic will provide proof of insurance to Triton College and shall include a blanket additional insured endorsement naming Triton College.

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

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

II. VETERINARY CLINIC SHALL:

- A. Maintain the standards required for approval and/or accreditation for the educational program(s) and provide all requested documentation or certifications as required for Triton to maintain the necessary accreditation.
- B. Make available, and permit the use of, the following by Triton faculty and students:
1. Animal care and patient service facilities, clinical areas;
 2. Rooms, or areas, in which students may hold discussions and receive clinical instruction;
 3. Supplies and equipment commonly available for animal care, and sources of information for educational purposes;

- 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 Veterinary Clinic in matters related to Program.
- E. Assure that students, while performing as such, will not replace members of Veterinary Clinic staff.

III. TRITON SHALL:

- A. Assume responsibility for any necessary approval by the Illinois Community College Board or other accrediting agencies.
- B. Provide qualified faculty members, who are competent in veterinary medicine.
- C. Plan all clinical instruction, hours, days, and places of assignment in cooperation with the Veterinary Clinic.
- D. Be solely responsible for student grading and the assignment of grades and credits.
- E. Advise students of the requirement to observe policies, procedures, and other regulations imposed by Veterinary Clinic in connection with professional conduct and animal 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. Veterinary Clinic may resolve any problem situation in favor of the animals' welfare and restrict, limit, or end student involvement until any incident in question can be clarified by Veterinary Clinic 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 Veterinary Clinic.
- G. Comply with the removal of a student from Veterinary Clinic if after a conference it is the reasonable opinion of Veterinary Clinic that the student's performance or conduct is detrimental to patients or Veterinary Clinic personnel.
- H. Require students to carry proof of health insurance.

IV. VETERINARY CLINIC AND TRITON COLLEGE 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, animal care, and animal 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 parties.
- B. This writing shall constitute the sole agreement between the parties and shall be authorized by the authorized agent of each party.
- 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 fourteen (14) months through June 30, 2019.
- 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. Veterinary Clinic assumes full responsibility for the payment of all federal, state and local taxes incurred by Veterinary Clinic 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. Veterinary Clinic 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. Veterinary Clinic certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- M. If Veterinary Clinic has more than 25 employees, Veterinary Clinic 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 VETERINARY CLINIC SHALL BE SENT TO:

Family Pet Animal Hospital
1401 W. Webster Ave.
Chicago, IL 60614


NOTICES TO TRITON COLLEGE SHALL BE SENT TO:

Debra Baker, Vice President
Triton College
2000 North Fifth Avenue
River Grove, Illinois 60171

With a copy to:

Sarie Winner
Kusper & Raucci Chartered
33 North Dearborn Street
Suite 1530
Chicago, Illinois 60602

FOR FAMILY PET ANIMAL HOSPITAL :



TITLE Linda J. Lee, Practice
Manager



TITLE Jane Lohmar, DVM,
Partner

DATE 3/20/18

FOR TRITON COLLEGE:

TITLE Mark R. Stephens, Chairman

TITLE Diane Viverito, Secretary

DATE _____

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


Meeting of May 15, 2018

ACTION EXHIBIT NO. 16096

SUBJECT: COOPERATIVE AGREEMENT WITH COMPANION ANIMAL HOSPITAL ON ROUTE 66

RECOMMENDATION: That the Board of Trustees approve the agreement between Triton College and Companion Animal Hospital On Route 66 that allows Continuing Education veterinary assistant students to conduct the clinical component of their program onsite at the hospital. This Agreement is effective when signed by both parties and shall automatically renew for additional one year terms. 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, at which point currently enrolled students will be allowed to complete their clinicals. There is no cost to Triton College for this agreement.

RATIONALE: Continuing Education's veterinary assistant program includes a clinical component to improve the educational experience for its students and enhance their employability. This is the college's agreement which Animal Hospital on Route 66 has accepted.

Submitted to Board by: 
(Vice President) Debra J. 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
ANIMAL HOSPITAL ON ROUTE 66
AND
TRITON COLLEGE, DISTRICT #504, RIVER GROVE, ILLINOIS**

Agreement made by and between **Animal Hospital On Route 66** hereinafter referred to as "Veterinary Clinic" and Community College District 504, commonly known as **Triton College**, hereinafter referred to as "**Triton**".

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

I. GENERAL PROVISIONS:

- A. This affiliation is for the sole and limited purpose of providing clinical training in the Veterinary Assistant Program (the "Program") to students enrolled at Triton under the auspices of the Veterinary Clinic.
- B. Nothing herein shall be deemed to create any association, partnership, or joint venture between Veterinary Clinic and Triton.
- C. Students or trainees enrolled at Triton who participate in this program at Veterinary Clinic 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 Veterinary Clinic or faculty and Veterinary Clinic, and such students and faculty are not to be considered as employees of Veterinary Clinic for any purpose, and are not entitled to any of the benefits that accrue to or are provided by Veterinary Clinic to its employees, including the accrual of tenure at Triton.
- D. No participant 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. Each party certifies that it is an equal opportunity employer.
- 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 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 Veterinary Clinic upon request.

Veterinary Clinic 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 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. Veterinary Clinic will provide proof of insurance to Triton College and shall include a blanket additional insured endorsement naming Triton College.

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

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

II. VETERINARY CLINIC SHALL:

- A. Maintain the standards required for approval and/or accreditation for the educational program(s) and provide all requested documentation or certifications as required for Triton to maintain the necessary accreditation.
- B. Make available, and permit the use of, the following by Triton faculty and students:
1. Animal care and patient service facilities, clinical areas;
 2. Rooms, or areas, in which students may hold discussions and receive clinical instruction;
 3. Supplies and equipment commonly available for animal care, and sources of information for educational purposes;

- 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 Veterinary Clinic in matters related to Program.
- E. Assure that students, while performing as such, will not replace members of Veterinary Clinic staff.

III. TRITON SHALL:

- A. Assume responsibility for any necessary approval by the Illinois Community College Board or other accrediting agencies.
- B. Provide qualified faculty members, who are competent in veterinary medicine.
- C. Plan all clinical instruction, hours, days, and places of assignment in cooperation with the Veterinary Clinic.
- D. Be solely responsible for student grading and the assignment of grades and credits.
- E. Advise students of the requirement to observe policies, procedures, and other regulations imposed by Veterinary Clinic in connection with professional conduct and animal 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. Veterinary Clinic may resolve any problem situation in favor of the animals' welfare and restrict, limit, or end student involvement until any incident in question can be clarified by Veterinary Clinic 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 Veterinary Clinic.
- G. Comply with the removal of a student from Veterinary Clinic if after a conference it is the reasonable opinion of Veterinary Clinic that the student's performance or conduct is detrimental to patients or Veterinary Clinic personnel.
- H. Require students to carry proof of health insurance.

IV. VETERINARY CLINIC AND TRITON COLLEGE 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, animal care, and animal 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 parties.
- B. This writing shall constitute the sole agreement between the parties and shall be authorized by the authorized agent of each party.
- 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 fourteen (14) months through June 30, 2019.
- 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. Veterinary Clinic assumes full responsibility for the payment of all federal, state and local taxes incurred by Veterinary Clinic 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. Veterinary Clinic 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. Veterinary Clinic certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- M. If Veterinary Clinic has more than 25 employees, Veterinary Clinic 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 VETERINARY CLINIC SHALL BE SENT TO:

Animal Hospital On Route 66
6045 W Ogden Ave
Cicero, IL 60804

NOTICES TO TRITON COLLEGE SHALL BE SENT TO:

Debra Baker, Vice President
Triton College
2000 North Fifth Avenue
River Grove, Illinois 60171

With a copy to:

Sarie Winner
Kusper & Raucci Chartered
33 North Dearborn Street
Suite 1530
Chicago, Illinois 60602

FOR ANIMAL HOSPITAL ON ROUTE 66:

Ernesto Perez
TITLE Ernesto Perez, DVM

Myra Garcia, Veterinary Technician
TITLE Myra Garcia, Veterinary Technician

DATE 03/28/2018

FOR TRITON COLLEGE:

TITLE Mark R. Stephens, Chairman

TITLE Diane Viverito, Secretary

DATE _____

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16097

SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH WILSON CARE

RECOMMENDATION: That the Board of Trustees approve the Clinical Affiliation Agreement between Wilson Care and Triton College. This Agreement will become effective on May 16, 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 Triton College for this Agreement.

RATIONALE: This Affiliation Agreement will enable students in Triton College's Nursing program to participate in clinical education experiences at the Wilson Care facility. This is Triton's standard Agreement which Wilson Care has accepted without edits.

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 _____

**COOPERATIVE AGREEMENT
BETWEEN
WILSON CARE,
AND
TRITON COLLEGE, DISTRICT #504, RIVER GROVE, ILLINOIS**

Agreement made by and between **Wilson Care** 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
- 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:

Louise Bergthold
Executive Vice President of Operations
Generations Healthcare Network
6840 N. Lincoln Avenue
Lincolnwood, IL 60712

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 WILSON CARE:

TITLE Louise Bergthold,
Executive Vice President of
Operations

DATE _____

FOR TRITON COLLEGE:

TITLE Mark R. Stephens, Chairman

TITLE Diane Viverito, Secretary

DATE _____

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

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16098

**SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH MIDWEST CENTER
FOR WOMEN'S HEALTHCARE**

RECOMMENDATION: That the Board of Trustees approve the Clinical Affiliation Agreement between Midwest Center for Women's Healthcare and Triton College. This Agreement will become effective on May 16, 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 Triton College for this Agreement.

RATIONALE: This Affiliation Agreement will enable students in Triton College's Certified Medical Assistant program to participate in clinical education experiences at the Midwest Center for Women's Healthcare. This is Triton's standard Agreement which Midwest Center for Women's Healthcare has accepted without edits.

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 _____

**COOPERATIVE AGREEMENT
BETWEEN
MIDWEST CENTER FOR WOMEN'S HEALTHCARE,
AND
TRITON COLLEGE, DISTRICT #504, RIVER GROVE, ILLINOIS**

Agreement made by and between **Midwest Center for Women's Healthcare** 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.
- 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:

Fran Wojs Cullotta
Administrator
Midwest Center for Women's Healthcare
1000 Central Street
Evanston, IL 60201

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 MIDWEST CENTER FOR
WOMEN'S HEALTHCARE:**

TITLE Fran Wojs Cullotta, Administrator

DATE _____

FOR TRITON COLLEGE:

TITLE Mark R. Stephens, Chairman

TITLE Diane Viverito, Secretary

DATE _____

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

Meeting of May 15, 2018

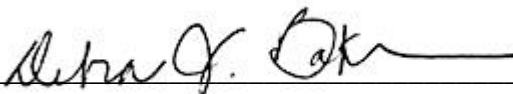
ACTION EXHIBIT NO. 16099

SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH GENERATIONS AT OAKTON PAVILLION

RECOMMENDATION: That the Board of Trustees approve the Clinical Affiliation Agreement between Generations at Oakton Pavillion and Triton College. This Agreement will become effective on May 16, 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 Triton 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 Oakton Pavillion facility. This is Triton's standard Agreement which Generations at Oakton Pavillion has accepted without edits.

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 _____

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

Agreement made by and between **Generations at Oakton Pavillion** 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:

Louise Bergthold
Executive Vice President of Operations
Generations Healthcare Network
6840 N. Lincoln Avenue
Lincolnwood, IL 60712

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
OAKTON PAVILLION:**

TITLE Louise Bergthold,
Executive Vice President of
Operations

DATE _____

FOR TRITON COLLEGE:

TITLE Mark R. Stephens, Chairman

TITLE Diane Viverito, Secretary

DATE _____

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

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16100

SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH GENERATIONS AT REGENCY

RECOMMENDATION: That the Board of Trustees approve the Clinical Affiliation Agreement between Generations at Regency and Triton College. This Agreement will become effective on May 16, 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 Triton 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 Regency facility. This is Triton's standard Agreement which Generations at Regency has accepted without edits.

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 _____

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

Agreement made by and between **Generations at Regency** 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:

Louise Bergthold
Executive Vice President of Operations
Generations Healthcare Network
6840 N. Lincoln Avenue
Lincolnwood, IL 60712

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
REGENCY:**

TITLE Louise Bergthold,
Executive Vice President of
Operations

DATE _____

FOR TRITON COLLEGE:

TITLE Mark R. Stephens, Chairman

TITLE Diane Viverito, Secretary

DATE _____

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

Meeting of May 15, 2018


ACTION EXHIBIT NO. 16101

SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH GREENWOOD CARE

RECOMMENDATION: That the Board of Trustees approve the Clinical Affiliation Agreement between Greenwood Care and Triton College. This Agreement will become effective on May 16, 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 Triton College for this Agreement.

RATIONALE: This Affiliation Agreement will enable students in Triton College's Nursing program to participate in clinical education experiences at the Greenwood Care facility. This is Triton's standard Agreement which Greenwood Care has accepted without edits.

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

**COOPERATIVE AGREEMENT
BETWEEN
GREENWOOD CARE,
AND
TRITON COLLEGE, DISTRICT #504, RIVER GROVE, ILLINOIS**

Agreement made by and between **Greenwood Care** 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
- 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:

Louise Bergthold
Executive Vice President of Operations
Generations Healthcare Network
6840 N. Lincoln Avenue
Lincolnwood, IL 60712

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 GREENWOOD CARE:

TITLE Louise Bergthold,
Executive Vice President of
Operations

DATE _____

FOR TRITON COLLEGE:

TITLE Mark R. Stephens, Chairman

TITLE Diane Viverito, Secretary

DATE _____

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

Meeting of May 15, 2018

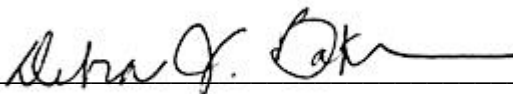
ACTION EXHIBIT NO. 16102

**SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH PCC COMMUNITY
WELLNESS CENTER**

RECOMMENDATION: That the Board of Trustees approve the Clinical Affiliation Agreement between PCC Community Wellness Center and Triton College. This Agreement will become effective on May 16, 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 Triton College for this Agreement.

RATIONALE: This Affiliation Agreement will enable students in Triton College's Certified Medical Assistant program to participate in clinical education experiences at the PCC Community Wellness Center. This is Triton's standard Agreement which PCC Community Wellness Center has accepted without edits.

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

**COOPERATIVE AGREEMENT
BETWEEN
PCC COMMUNITY WELLNESS CENTER,
AND
TRITON COLLEGE, DISTRICT #504, RIVER GROVE, ILLINOIS**

Agreement made by and between **PCC Community Wellness Center** 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.
- 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:

Ms. Nancy A. Martorelli, MPA
Director of Human Resources
PCC Community Wellness Center
14 Lake Street
Oak Park, IL 60302

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 PCC COMMUNITY
WELLNESS CENTER:**

TITLE Robert Urso, President & CEO

DATE _____

FOR TRITON COLLEGE:

TITLE Mark R. Stephens, Chairman

TITLE Diane Viverito, Secretary

DATE _____

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

Meeting of May 15, 2018


ACTION EXHIBIT NO. 16103

SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH BRYN MAWR CARE

RECOMMENDATION: That the Board of Trustees approve the Clinical Affiliation Agreement between Bryn Mawr Care and Triton College. This Agreement will become effective on May 16, 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 Triton College for this Agreement.

RATIONALE: This Affiliation Agreement will enable students in Triton College's Nursing program to participate in clinical education experiences at the Bryn Mawr Care facility. This is Triton's standard Agreement which Bryn Mawr Care has accepted without edits.

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 _____

**COOPERATIVE AGREEMENT
BETWEEN
BRYN MAWR CARE,
AND
TRITON COLLEGE, DISTRICT #504, RIVER GROVE, ILLINOIS**

Agreement made by and between **Bryn Mawr Care** 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.
Associate Degree Nursing
- 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:

Louise Bergthold
Executive Vice President of Operations
Generations Healthcare Network
6840 N. Lincoln Avenue
Lincolnwood, IL 60712

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 BRYN MAWR CARE:

TITLE Louise Bergthold,
Executive Vice President of
Operations

DATE _____

FOR TRITON COLLEGE:

TITLE Mark R. Stephens, Chairman

TITLE Diane Viverito, Secretary

DATE _____

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16104

SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH ALBANY CARE

RECOMMENDATION: That the Board of Trustees approve the Clinical Affiliation Agreement between Albany Care and Triton College. This Agreement will become effective on May 16, 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 Triton College for this Agreement.

RATIONALE: This Affiliation Agreement will enable students in Triton College's Nursing program to participate in clinical education experiences at the Albany Care facility. This is Triton's standard Agreement which Albany Care has accepted without edits.

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 _____

**COOPERATIVE AGREEMENT
BETWEEN
ALBANY CARE,
AND
TRITON COLLEGE, DISTRICT #504, RIVER GROVE, ILLINOIS**

Agreement made by and between **Albany Care** 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
- 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:

Louise Bergthold
Executive Vice President of Operations
Generations Healthcare Network
6840 N. Lincoln Avenue
Lincolnwood, IL 60712

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 ALBANY CARE:

TITLE Louise Bergthold,
Executive Vice President of
Operations

DATE _____

FOR TRITON COLLEGE:

TITLE Mark R. Stephens, Chairman

TITLE Diane Viverito, Secretary

DATE _____

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

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16105

SUBJECT: **LIBRARY BOOK PURCHASES FROM AMAZON.COM**

RECOMMENDATION: That the Board of Trustees grant the Library permission to issue an Open Purchase Order to Amazon.com to order single title books and other formats on behalf of the Library. The term of service is July 1, 2018 to June 30, 2019 and will not exceed \$25,000.

RATIONALE: This purchasing practice is consistent with the Illinois State Library and other Library systems. Amazon.com is a major book vendor supplying academic and trade books to colleges, primary and secondary schools and public libraries. Amazon.com offers substantial discounts and is a source for books which are difficult to obtain from other vendors.

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 X

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16106

SUBJECT: **LIBRARY MEMBERSHIP & DATABASE PURCHASES THROUGH CARLI**

RECOMMENDATION: That the Board of Trustees grant the Library permission to issue an Open Purchase Order to University of Illinois at Urbana-Champaign as the fiscal agent for CARLI (Council of Academic and Research Libraries in Illinois). The term of service is July 1, 2018 to June 30, 2019 and will cover the membership of I-SHARE and database costs not to exceed \$120,000.

RATIONALE: CARLI is the statewide organization that represents Illinois academic libraries in the statewide bidding process. CARLI offers a statewide shared online catalog called I-SHARE and negotiates with vendors to provide group pricing on online databases and organizes professional development opportunities for library staff. The membership fee includes memberships in CARLI and I-SHARE. Subscriptions to online databases include: *Chronicle of Higher Education, CINAHL Complete (Cumulative Index to Nursing and Allied Health Literature), Credo, JSTOR, OmniFile Full Text, Oxford English Dictionary, PsycARTICLES, and SMART (Scientific and Medical Art) Imagebase.*

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 X

TRITON COLLEGE, District 504
Board of Trustees

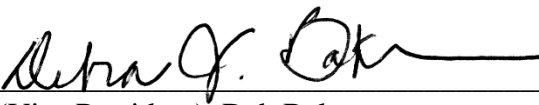
Meeting of May 15, 2018

ACTION EXHIBIT NO. 16107

SUBJECT: **AGREEMENT WITH NAXOS ONLINE LIBRARIES, LLC**

RECOMMENDATION: That the Board of Trustees approve an agreement with Naxos Online Libraries, LLC for an annual subscription to Naxos Music Library Unlimited Users. The term of service begins July 1, 2018 and ends June 30, 2019. The total cost of this Agreement will not exceed \$4,200.00.

RATIONALE: Naxos Online Libraries is an established company that meets the needs of the College by providing students, faculty, staff and community members with online music resources that are not freely available elsewhere. Faculty will use it as a primary resource for students enrolled in a wide variety of courses. This agreement has completed attorney review and all recommended changes have been agreed to by Naxos.

Submitted to Board by: 
(Vice President) Deb 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

**NAXOS DIGITAL SERVICES LTD
THE AMERICAS SERVICE AGREEMENT**

Party details	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td><td style="width: 45%;">Customer ("you")</td><td style="width: 40%;">NAXOS ("we" or "us" or "our")</td></tr> <tr> <td style="text-align: center;">Name</td><td>Triton College</td><td>Naxos Online Libraries, LLC</td></tr> <tr> <td style="text-align: center;">Address</td><td>Triton College 2000 Fifth Avenue, A-214B River Grove, IL 60171</td><td>1810 Columbia Avenue Suite 28 Franklin, Tennessee 37064</td></tr> </table>			Customer ("you")	NAXOS ("we" or "us" or "our")	Name	Triton College	Naxos Online Libraries, LLC	Address	Triton College 2000 Fifth Avenue, A-214B River Grove, IL 60171	1810 Columbia Avenue Suite 28 Franklin, Tennessee 37064
	Customer ("you")	NAXOS ("we" or "us" or "our")									
Name	Triton College	Naxos Online Libraries, LLC									
Address	Triton College 2000 Fifth Avenue, A-214B River Grove, IL 60171	1810 Columbia Avenue Suite 28 Franklin, Tennessee 37064									
Service	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 55%; vertical-align: top;"> Naxos Music Library UNLIMITED users NML World ____ users NML Jazz ____ users Naxos Video Library ____ users Naxos Works Database ____ users Naxos Spoken Word Library ____ users Naxos Sheet Music Library ____ FTE Sound Quality Upgrade ____ (Check only if applicable) </td><td style="width: 45%; vertical-align: top;"> <u>Minimum System Requirements</u> (a) broadband internet connection; and (b) (for PC users) MS Windows 98, 2000, XP or XP Professional with at least MS IE 6.0 Adobe Flash; and (c) (for Apple users) iMac with OS 8.6, 9.0 with MS IE 5.1 for Mac or OS 10.2 with at least MS IE 5.2 for Mac and Adobe Flash for Mac. </td></tr> </table>		Naxos Music Library UNLIMITED users NML World ____ users NML Jazz ____ users Naxos Video Library ____ users Naxos Works Database ____ users Naxos Spoken Word Library ____ users Naxos Sheet Music Library ____ FTE Sound Quality Upgrade ____ (Check only if applicable)	<u>Minimum System Requirements</u> (a) broadband internet connection; and (b) (for PC users) MS Windows 98, 2000, XP or XP Professional with at least MS IE 6.0 Adobe Flash; and (c) (for Apple users) iMac with OS 8.6, 9.0 with MS IE 5.1 for Mac or OS 10.2 with at least MS IE 5.2 for Mac and Adobe Flash for Mac.							
Naxos Music Library UNLIMITED users NML World ____ users NML Jazz ____ users Naxos Video Library ____ users Naxos Works Database ____ users Naxos Spoken Word Library ____ users Naxos Sheet Music Library ____ FTE Sound Quality Upgrade ____ (Check only if applicable)	<u>Minimum System Requirements</u> (a) broadband internet connection; and (b) (for PC users) MS Windows 98, 2000, XP or XP Professional with at least MS IE 6.0 Adobe Flash; and (c) (for Apple users) iMac with OS 8.6, 9.0 with MS IE 5.1 for Mac or OS 10.2 with at least MS IE 5.2 for Mac and Adobe Flash for Mac.										
Service Fee	\$ 4,200 (7/1/18-6/30/19)										
Authentication Information	Please Provide Relevant Authentication Details on Page 4										
Date of Agreement											

We agree to provide you with the Service on the terms and conditions set out in this Agreement.

EXECUTED as an Agreement.	
SIGNED by a duly authorised representative for NAXOS ONLINE LIBRARIES, LLC.: <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Name</div>	SIGNED by a duly authorised representative for the CUSTOMER: <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Signature of authorised officer</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Date</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Name of authorised officer</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">(Ph.) Phone number of authorised officer</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Email address of authorised officer</div>

1. PROVISION OF SERVICE

We provide the Service on the terms and conditions set out in this Agreement.

2. TERM

This Agreement comes into effect upon your payment of the Service Fee and continues until terminated pursuant to the terms and conditions of this Agreement.

3. AUTHORISED USE & USERS

- 3.1 We consider you are using the Service under this Agreement regardless of whether you use all or only part of the Service.
- 3.2 You will use the Service in compliance with the U.S. Fair Use Provisions for educational, research and other non-commercial uses only.
- 3.3 You will allow internal and external access to the Service only by Authorised Users on your intranet. With NML Unlimited, an Authorized User is any current member of your institution. Only current students, faculty and staff at academic institutions may obtain external access through an NML unlimited user account.
- 3.4 An Authorized User is defined by the institution and may include walk-in members in the on-campus library buildings.
- 3.5 The rights granted by this Agreement are restricted to the recordings embodied in the Service. You are responsible for obtaining any other relevant permission including public performance rights if applicable.

You agree to take all reasonable measures to prevent users from:

- (a) parting with possession of, distributing, transferring, loaning, renting, selling, leasing, sub-licensing or otherwise dealing with the Service to another person or body;
 - (b) downloading, copying, burning, capturing, re-transmitting, streaming or re-streaming, recording or reproducing the Service by any means or in any form;
 - (c) allowing unauthorised access to the Service;
 - (d) altering, modifying, reverse engineering, decompiling or disassembling the Service for any purpose whatsoever;
 - (e) altering, changing, removing or obscuring any notices or other indications (including copyright notices) as to the ownership of the Service;
 - (f) using the Service for spamming or of a 'spamming' nature; or
- 3.6 Authorized users may print texts from the Service for research and educational purposes but may not further distribute the material.
 - 3.7 You will notify us immediately if you become aware of any breach of this Agreement or unauthorised use of the Service and agree to provide us with all necessary assistance in any action we may take in response to any breach.

4. SERVICE FEE

- 4.1 You agree to pay us the Service Fee upon execution of this Agreement and continue to pay the Service Fee on each anniversary of the Date of the Agreement. Where mutually agreed an updated version of this Agreement can replace this Agreement.
- 4.2 We will notify you at least 30 days prior to the expiration of this Agreement. If payment has not been received by the expiration date we may terminate this Agreement pursuant to clause 8.
- 4.3 The Service Fee is exclusive of any sales or value added taxes, where required by law.
- 4.4 All invoice terms are Net45.
- 4.5 All invoices will be sent to the "Billing Contact" listed below, through e-mail, unless otherwise specified.
- 4.6 Non-payment may result in action pursuant to clause 8.

5. SERVICE FEATURES & SYSTEM REQUIREMENTS

- 5.1 Upon your execution of this Agreement and payment of the Service Fee, we provide you with the following:
 - (a) Access to the Service for the number of authorized users as set out in the Schedule above.; and
 - (b) Reasonable levels of technical support by email or by telephone throughout your use of the Service and which you accept at your sole risk.
 - 5.2 The Service includes, as relevant, our website and its contents, anything streamed from our website, data, recordings, text, photographs, graphics, art works, button icons, logos, trade marks, any accompanying search and retrieval software, manuals, user guides, passwords and security strings and documentation.
 - 5.3 You will receive updates of the Service for which the appropriate Service Fee has been paid. The Service includes the content of the Catalogues as described in the Schedule above.
 - 5.4 Due to contractual or other limitations, from time to time, some content on the Service may no longer be available. We may modify or discontinue, temporarily or permanently, the programming of the Service or the way the Service is presented at any time without notice subject to clause 8.5. Should a significant proportion of the content be removed from the Service then within 30 days we will replace it with content of similar quantity and quality as that removed. After 30 days, should you consider the service to be considerably diminished you will have the right to terminate this Agreement immediately and receive a refund for the unused portion of the subscription fees, dating back 60 days to the original date upon which the material was removed. Where possible, reasonable prior written notice will be given.
 - 5.5 The Minimum System Requirements are set out in the Schedule of this Agreement. We will give you 60 days prior notice if we change the Minimum System Requirements. If changes to the Minimum System Requirements impede your ability to use the Service, you will have the right to terminate this Agreement immediately and receive a refund for the unused portion of the Subscription Fees.
 - 5.6 You are responsible for any hardware, systems and software programs you use and any associated fees and expenses to connect to or use the Internet, stream the music and use the Service.
- ## 6. TITLE, INTEREST & INTELLECTUAL PROPERTY RIGHTS
- 6.1 This Agreement does not give you any intellectual property rights in the Service nor does it make you the owner of the Service and nor does it transfer or assign to you any right, title, interest or other proprietary rights in the Service.
 - 6.2 Any data provided by you to us will only be used for the conduct of our business subject to privacy and other relevant laws.
 - 6.3 In this Agreement, intellectual property includes the full benefit of any rights in any copyright, patent, trademark, registered design, trade and business names, agreements, inventions, discoveries and improvements, computer programs, confidential processes, confidential information and know-how and includes without limitation any artistic work, images, photographs, animations, video, audio, music, text, recordings and programming and any adaptation of it or concept relating to it.

7. EXCLUSIONS AND LIMITATION OF LIABILITY

- 7.1 To the maximum extent permitted by law our liability is limited to supplying the services again.
- 7.2 Notwithstanding anything else in this clause 7, our maximum aggregate liability under or relating to this Agreement in any 12 month period, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity or on any other basis is limited to the pro rated Service Fees paid by you during that 12 month period.
- 7.3 In no event are we liable under or in relation to this Agreement for any indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, bargain or opportunities or loss or corruption of data or loss of anticipated savings incurred or suffered by you whether caused by negligence or otherwise or whether or not we were aware or should have been aware of the possibility of such loss or damage. This includes but is not limited to the transmission of any computer viruses or anything else that may interfere with or damage the operation of your computer systems.

8. TERMINATION

- 8.1 Either you or we may terminate this Agreement for any reason by giving to the other 30 days written notice. If you terminate on notice we will refund any unused part of the Service Fee. If we terminate on notice pursuant to this clause 8.1, we will refund the balance of the Service Fee as long as you are not in breach of this Agreement.
- 8.2 We may terminate this Agreement if you commit a material breach of its terms and fail to rectify said breach within 30 days of being notified.
- 8.3 We may also terminate this Agreement with 30 days notice to you if:
- (a) you become, threaten or resolve to become or are in jeopardy of becoming subject to any form of insolvency administration;
 - (b) you enter into or propose to enter into a scheme, composition or arrangement with any of your creditors.
- 8.4 If this Agreement is terminated, you must immediately cease all use of and access to the Service and use all reasonable efforts to delete, erase and otherwise remove all copies of the Service from all equipment into which you have loaded or installed the Service.
- 8.5 If we terminate this Agreement, we will:
- (a) refund the pro-rata unused balance of the Service Fee you have paid us;
 - (b) recover from you any money (including Service Fees) which you owe us;
 - (c) be regarded as discharged from any further obligations under this Agreement; and
 - (d) pursue any additional or alternative remedies provided by law.

9 FORCE MAJEURE

- 9.1 We will not be in breach or default of any obligation, agreement, or covenant (whether express or implied) by reason of any circumstance beyond our reasonable control including any act of nature, industrial dispute, act of governmental or other authority.
- 9.2 We shall notify you as soon as practicable of any suspension of the Service due to force majeure. The performance of our obligations under this Agreement will be suspended for the period of the inaccessibility of the Service due to force majeure. In the event that the Service is inaccessible due to our fault and/or to force majeure for more than 5 consecutive business days we will extend the expiration date of this Agreement by the same number of days as the Service was unavailable.
- 9.3 Your obligation to pay the Service Fee is not affected by this clause 9.

10 GENERAL

- 10.1 You will not assign any of your respective rights or obligations under this Agreement without our written consent.
- 10.2 Any time or indulgence or any waiver by us of any terms or conditions of this Agreement shall not affect any of our other rights under this Agreement nor shall it at the same time be deemed a waiver by us of any other terms or conditions of this Agreement or subsequent breach of such term or condition.
- 10.3 This Agreement constitutes your entire agreement with us. Any prior arrangements, agreements, representations or undertakings are superseded. This Agreement may not be changed, altered or modified unless done so by written instrument signed by an authorized agent of each party.
- 10.4 If any of the terms and conditions or provisions of this Agreement are determined invalid, unlawful or unenforceable to any extent such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 10.5 This Agreement is governed by and construed in accordance with the laws of Illinois and you agree to submit to the jurisdiction of the Circuit Court of Cook County, Illinois.
- 10.6 Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or relationship of principal and agent or any other fiduciary relationship between us.
- 10.7 This Agreement may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.
- 10.8 In entering into this Agreement, you have not relied upon any warranty or representation in relation to our Service or us which is not expressly set out in this Agreement and you have relied entirely on your own enquiries in relation to our Service and us.

Please Return Via:
Email: Nick@NaxosUSA.com
Fax: +1 (615) - 465 - 3836

This form is designed for us to be able to most efficiently set up your service to the Naxos Online Libraries, and ensure that the correct people are being contacted in the set up and invoicing process. If one person is the contact for all areas, you only need to enter the information once!

Title	Name	Email	Phone	Fax
Technical Contact (Who can answer technical questions?)	Hilary Meyer	hilarymeyer@triton.edu	708-456-0300, x. 3424	708-583-3120
Billing Contact (for invoicing)	See above			
Set-up contact (When your service is ready, to whom should we give the details?)	See above			
Music/Reference Librarian (Who will be using NML on a regular basis?)	See above			

What is your preferred form of authentication?

☒ **X** IP authentication (Please Provide IP range below) (*ON CAMPUS*) *Proxy server off-campus*

☐ Username/Password

☐ Referral URL:

☐ Library Card # Format:

What is your IP range / Referral URL?

64.107.218.1 - 64.107.218.254; 64.107.219.1 - 64.107.219.254; 64.107.220.1 - 64.107.220.254; 64.107.223.1 - 64.107.223.254

Proxy IP: 132.174.251.83

Proxy prefix: <https://triton.idm.oclc.org/login?url=>

And finally:

What e-mail address should we send the invoice to?

hilarymeyer@triton.edu

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

Meeting of May 15, 2018


ACTION EXHIBIT NO. 16108

SUBJECT: **LIBRARY PERIODICAL SUBSCRIPTION SERVICE THROUGH EBSCO**

RECOMMENDATION: That the Board of Trustees grant the Library permission to purchase current periodical subscriptions through EBSCO, a subscription service provider. This subscription service does not include the purchase of periodicals in microfilm formation. The term of service is July 1, 2018 to June 30, 2019. Periodical subscriptions will not exceed \$55,000 in aggregate during FY19. No one title will exceed \$9,000.

RATIONALE: Use of a subscription service provider is cost effective due to the volume of periodical titles and issues of each title included in the Library collection. This purchase practice is consistent with the Illinois State Library and the Reaching Across Illinois Library System.

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 X

TRITON COLLEGE, District 504
Board of Trustees

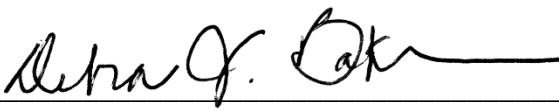
Meeting of May 15, 2018

ACTION EXHIBIT NO. 16109

SUBJECT: **LIBRARY MEMBERSHIP AND DATABASES PURCHASES THROUGH NILRC**

RECOMMENDATION: That the Board of Trustees grant the Library permission to issue an Open Purchase Order to NILRC (Network of Illinois Learning Resources in Community Colleges). The term of service is July 1, 2018 to June 30, 2019 and will not exceed \$50,000.

RATIONALE: NILRC is the statewide organization that represents community college libraries in Illinois. NILRC negotiates with vendors to provide group pricing on online databases and library materials and supplies and organizes professional development opportunities for library and college staff. The Purchase Order will be used to pay the annual NILRC membership and subscriptions to online databases such as: *Chicago Tribune, Nursing Ebooks, Oxford Reference Online, Popular Culture, and Serials Solutions.*

Submitted to Board by: 
(Vice President) Debra Baker

Board Officers' Signatures Required:

_____ Mark R. Stephens Chairman	_____ Diane Viverito Secretary	_____ Date
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Related forms requiring signature: Yes ____ No X

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16110

SUBJECT: **AGREEMENT WITH COMCAST SPOTLIGHT**

RECOMMENDATION: That the Board of Trustees approve the purchase of television advertisements to be paid to Comcast Spotlight for Fiscal Year 2019 enrollment. The advertisements will run variously throughout Fiscal Year 2019 and will cost \$50,800.

RATIONALE: The advertisements will promote Triton College awareness and registration throughout Fiscal Year 2019.

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 X

2018-19 Schedule Recommendation

Revised 4.3.18



COMCAST
SPOTLIGHT®

TRITON COLLEGE

2018-19 CAMPAIGN SUMMARY: TELEVISION



Multi Screen Zone: Oak Park, Comcast & AT&T
Demo Target: Reaching a diverse audience interested in education, with a primary focus in reaching Adults 18-49

TV Flight Dates: 7/23-8/12/18, 12/17/18-1/6/19, 4/22-5/12/19

❖ Cable Network Schedule	\$ 46,073.52
❖ Hispanic Schedule	\$ 3,150.00
❖ Network VIDEO Sports TO BOOK:	
❖ FIFA World Cup (Once every 4 years!)	\$ 1,196.00
❖ '18 Cubs Additional Games	\$ 360.00

Campaign Total (TV) : \$50,781.11
Projected Total Impressions 776,889 +

Authorized Acceptance: 183/225 _____ **Date:** _____

Rates valid for 2 weeks after date of initial proposal. Inventory subject to change based on availability.

Submitted by: Richelle Schuenemann, 4.3.18

COMCAST
SPOTLIGHT®

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16111

SUBJECT: AGREEMENT WITH COMCAST SPOTLIGHT – DIGITAL

RECOMMENDATION: That the Board of Trustees approve the purchase of digital ads to be paid to Comcast Spotlight for Fiscal Year 2019 enrollment. The advertisements will run throughout Fiscal Year 2019 and will cost \$34,000.

RATIONALE: The advertisements will promote Triton College awareness and registration throughout Fiscal Year 2019.

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 X

TRITON COLLEGE

2018-19 CAMPAIGN SUMMARY: MULTISCREEN VIDEO



LAST YEAR'S RECAP: July 2017 – February 2018

- ❖ **10,872 Over Delivered Digital Forced View Video Commercials!**
- ❖ **455,249 COMPLETED Digital Forced View Video Commercials on multiple screens that include Desktops, Laptops, Tablets, Mobile, Connected TV's and Connected Devices (OTT: delivery of film and TV content via the internet, without requiring users to subscribe to a traditional cable or satellite pay-TV service).**
- ❖ **Cost Per COMPLETED Forced View Commercial: \$0.04/view**
- ❖ **Time Spent Viewing Forced View Video Commercials: 158 DAYS!**

Multi Screen Zone: Oak Park, Comcast & AT&T

- ❖ **1,175,568 Total Multi Screen VIDEO IMPRESSIONS**
 - ❖ **Premium Digital TV** impressions reaching cable subscribers watching TV content on their TV, phone, tablet, and On-Demand! **35,000 imp's/mo.**
 - ❖ **TARGETED Premium Digital Video** impressions reaching *college intenders, Hispanic, and Sports Enthusiasts audiences (20,988 imp's per month per target)* watching Comcast-approved premium digital content

Campaign Total : \$33,840.48

Authorized Acceptance: 185/225 **Date:** _____

Rates valid for 2 weeks after date of initial proposal. Inventory subject to change based on availability.

Submitted by: Richelle Schuenemann, 4.3.18

COMCAST
SPOTLIGHT[®]

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16112

SUBJECT: **AGREEMENT WITH PANDORA RADIO**

RECOMMENDATION: That the Board of Trustees approve the purchase of audio ads with banners to be paid to Pandora Radio for Fiscal Year 2019 enrollment. The advertisements will run variously throughout Fiscal Year 2019 and will cost \$30,000.

RATIONALE: The advertisements will promote Triton College awareness and registration throughout Fiscal Year 2019.

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 X



2101 WEBSTER ST • STE 1650
OAKLAND, CA 94612
T 510.451.4100 • PANDORA.COM

ORDER INFORMATION	
Agency	
Primary Contact	Renee Swanberg
Campaign Name	Triton College FY19
Order #	P1206126
Advertiser	Triton College
Advertiser Address	2000 5th Ave
City, State, Zip	River Grove, IL, 60171
Order Dates	07/16/2018 - 05/31/2019
Export Date	04/19/2018
Primary Salesperson	Ana Dirksen
Salesperson Contact	adirksen@pandora.com

BILLING INFORMATION	
Account to be	Triton College
Billing Contact	Renee Swanberg
Billing Contact Email	rswanber@triton.edu
Billing Address	2000 5th Ave
Billing City, State, Zip	River Grove, IL, 60171
Currency	USD
Billing Source	DFP, PANDORA
Billing Terms	N/A
Terms and Conditions	N/A
Billing Notes	N/A

Package	Placement	Ad Size	Start Date	End Date	Ordered Quantity	Net Rate	Cost Type	Net Cost	Guaranteed	Reach	Reachable Audience	Pandora Frequency	% Reach	Targeting
Mobile Audio :30 with Standard Companion Banner	18-29, DU PAGE, IL COUNTY, COOK, IL COUNTY - Audio	n/a	07/16/2018	08/15/2018	264,552	\$12.60	CPM	\$3,333.36	YES	132,115	357,070	2.00	37.0	18-29; COOK, IL COUNTY, DU PAGE, IL COUNTY
	18-29, DU PAGE, IL COUNTY, COOK, IL COUNTY - Banner	1:1 or 300x250	07/16/2018	08/15/2018	264,552	\$0.00	CPM	\$0.00	NO					
Mobile Audio :30 with Standard Companion Banner	18-29, DU PAGE, IL COUNTY, COOK, IL COUNTY - Audio	n/a	12/10/2018	01/15/2019	264,552	\$12.60	CPM	\$3,333.36	YES	125,674	339,660	2.11	37.0	18-29; COOK, IL COUNTY, DU PAGE, IL COUNTY
	18-29, DU PAGE, IL COUNTY, COOK, IL COUNTY - Banner	1:1 or 300x250	12/10/2018	01/15/2019	264,552	\$0.00	CPM	\$0.00	NO					
Mobile Audio :30 with Standard Companion Banner	18-29, DU PAGE, IL COUNTY, COOK, IL COUNTY - Audio	n/a	05/01/2019	05/31/2019	264,552	\$12.60	CPM	\$3,333.36	YES	118,456	296,140	2.23	40.0	18-29; COOK, IL COUNTY, DU PAGE, IL COUNTY
	18-29, DU PAGE, IL COUNTY, COOK, IL COUNTY - Banner	1:1 or 300x250	05/01/2019	05/31/2019	264,552	\$0.00	CPM	\$0.00	NO					
Mobile Display with Standard Banner 300x250	18-29, DU PAGE, IL COUNTY, COOK, IL COUNTY - Banner	300x250	07/16/2018	08/15/2018	459,771	\$7.25	CPM	\$3,333.34	YES	151,712	370,030	3.03	41.0	18-29; COOK, IL COUNTY, DU PAGE, IL COUNTY
Mobile Display with Standard Banner 300x250	18-29, DU PAGE, IL COUNTY, COOK, IL COUNTY - Banner	300x250	12/10/2018	01/15/2019	459,771	\$7.25	CPM	\$3,333.34	YES	146,991	349,980	3.13	42.0	18-29; COOK, IL COUNTY, DU PAGE, IL COUNTY
Mobile Display with Standard Banner 300x250	18-29, DU PAGE, IL COUNTY, COOK, IL COUNTY - Banner	300x250	05/01/2019	05/31/2019	459,771	\$7.25	CPM	\$3,333.34	YES	135,189	300,420	3.40	45.0	18-29; COOK, IL COUNTY, DU PAGE, IL COUNTY
Mobile Video Plus :15 Completion Standard Banner 300x250	18-29, DU PAGE, IL COUNTY, COOK, IL COUNTY - Video	n/a	07/16/2018	08/15/2018	22,222	\$0.15	CPV	\$3,333.30	NO	0	0	0.00	0.0	18-29; COOK, IL COUNTY, DU PAGE, IL COUNTY
	18-29, DU PAGE, IL COUNTY, COOK, IL COUNTY - Banner	n/a	07/16/2018	08/15/2018	0	\$0.00	CPV	\$0.00	NO					
Mobile Video Plus :15 Completion Standard Banner 300x250	18-29, DU PAGE, IL COUNTY, COOK, IL COUNTY - Video	n/a	12/10/2018	01/15/2019	22,222	\$0.15	CPV	\$3,333.30	NO	0	0	0.00	0.0	18-29; COOK, IL COUNTY, DU PAGE, IL COUNTY
	18-29, DU PAGE, IL COUNTY, COOK, IL COUNTY - Banner	n/a	12/10/2018	01/15/2019	0	\$0.00	CPV	\$0.00	NO					
Mobile Video Plus :15 Completion Standard Banner 300x250	18-29, DU PAGE, IL COUNTY, COOK, IL COUNTY - Video	n/a	05/01/2019	05/31/2019	22,222	\$0.15	CPV	\$3,333.30	NO	0	0	0.00	0.0	18-29; COOK, IL COUNTY, DU PAGE, IL COUNTY
	18-29, DU PAGE, IL COUNTY, COOK, IL COUNTY - Banner	n/a	05/01/2019	05/31/2019	0	\$0.00	CPV	\$0.00	NO					
Total					3,033,291	\$6.89		\$30,000.00		346,033		6.28	42.00%	

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16113

SUBJECT: **AGREEMENT WITH ILLINOIS CONVENIENCE AND SAFETY**

RECOMMENDATION: That the Board of Trustees approve the purchase of bus shelter advertisements to be paid to Illinois Convenience and Safety for Fiscal Year 2019 enrollment. The advertisements will run throughout Fiscal Year 2019 and will cost \$29,000.

RATIONALE: The bus shelter advertisements will promote Fall, Spring and Summer Fiscal Year 2019 registration periods.

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 X

Bus Shelter Advertising Contract

Contract No. 2018-337

Date April 17, 2018

This Contract between **ILLINOIS CONVENIENCE & SAFETY CORP.** (hereafter IC&SC) and the Exhibitor named below, is subject to the Conditions set forth on the back page hereof, which Conditions are made part of this Contract.

PLEASE DISPLAY ADVERTISING AS FOLLOWS:

LOCATION	QUANTITY OF PANELS	PERIOD		PRICE PER 6 WEEKS
		FROM	TO	
Chicago Suburban	15	7/10/2018*	8/20/18	\$9,666.66
		12/4/2018*	1/14/19	\$9,666.66
		4/2/2019*	5/13/19	<u>\$9,666.66</u>
Total Program Cost				\$28,999.98
*Three poster production runs included - 15 posters each start date.				

YEAR 2019 2018 2018

	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
DATES REQUESTED				2			10					4
DATES APPROVED												

Sales Representative: Bruce Campbell

EXHIBITOR: Triton College

Accepted:

Accepted:

by: **X**
Sean Sullivan, VP Business Services Date

company name: Triton College

address: 2000 Fifth Avenue

by: _____

city/state/zip: River Grove, IL 60171

Date

title: _____

phone: 708-456-0300

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16114

SUBJECT: AGREEMENT WITH WKQX (CUMULUS MEDIA)

RECOMMENDATION: That the Board of Trustees approve the purchase of radio advertisements, Web banners, Web streaming and additional recruitment opportunities to be paid to Cumulus Media Inc. (WKQX radio station) for Fiscal Year 2019 enrollment. Additional recruitment opportunities may include contests with the station, appearances by the radio station talent, and various events to promote Triton. Run dates will vary throughout Fiscal Year 2019 and will cost \$30,000.

RATIONALE: The advertisements will promote Triton College awareness and registration throughout Fiscal Year 2019.

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 X

CAMPAIGN DELIVERABLES: LIVE @LOLLA



AUDIO	DIGITAL	EVENT INTEGRATION
<p><u>ON-AIR</u></p> <ul style="list-style-type: none"> Sponsor of the 101WKQX Live broadcast including: <ul style="list-style-type: none"> 40x Name & :05 tag promoting Live at Lolla to run 7/20 – 8/1 6a-12a 20x Name and :10 message to run 8/2-8/5 ("Live at Lolla sponsored by Triton College") Hourly name mentions during live broadcast (24x total!) 50x :30 commercials for Triton to run TBD <p><u>STREAMING</u></p> <ul style="list-style-type: none"> Sponsor of the 101WKQX Live broadcast including: <ul style="list-style-type: none"> 40x Name & :05 tag promoting Live at Lolla to run 7/20 – 8/1 6a-12a 20x Name and :10 message to run 8/2-8/5 ("Live at Lolla sponsored by Triton College") Hourly name mentions during live broadcast (24x total!) 50x :30 commercials for Triton to run TBD 	<ul style="list-style-type: none"> Rotating presence on the 101WKQX.com home page via logo on Lolla imaging 4-Day home page takeover the weekend of Lolla 8/2-8/5 300x250 OR 728x90 banner ad linking to Triton's site to run on 101WKQX.com as well as the Cumulus+ Network targeting your exact demographic Static logo on custom Lolla microsite on 101WKQX.com Inclusion in minimum 4x Facebook posts over Lolla weekend (approx. 1x per day) via name mention or integration into shared image <ul style="list-style-type: none"> Posts will target 101WKQX and Lolla fans as well as your demo target Video recap of Live at Lolla posted on 101WKQX.com 	<ul style="list-style-type: none"> Sponsorship of single day Lolla ticket giveaways during broadcast (executed on-air or through social media) Thurs-Sat <p><u>ON-SITE AT TRITON</u></p> <ul style="list-style-type: none"> 2-hour Lolla ticket drop on Triton campus <ul style="list-style-type: none"> Event hosted by 101WKQX street team & on-air personality Event comes with 15x on-air promos Event listed on 101WKQX.com events section VIP tickets to concert

Sean Sullivan, VP of Business Services

NET INVESTMENT: \$12,500

Fall 2018



2/4

192/225





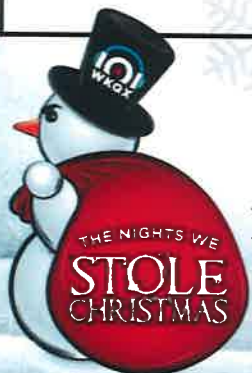
THE NIGHTS WE STOLE CHRISTMAS

"PICK TRITON"



As a sponsor of The Nights We Stole Christmas, Triton College will receive:

AUDIO	DIGITAL	ADDITIONAL BENEFITS
<p><u>ON-AIR</u></p> <ul style="list-style-type: none">• Name mention in a minimum of 50x live/recorded :15 promos supporting The Nights We Stole Christmas to run M-Su 6a-12m over a 3-4 week period.• 50x (:30) messages for Triton College use to run 12/31-1/20 <p><u>STREAMING</u></p> <ul style="list-style-type: none">• Name mention in a minimum of 50x live/recorded :15 streaming promos supporting The Nights We Stole Christmas to run M-Su 12-12a over a 3-4 week period.• 50x (:30) messages for Triton College to run 12/31-1/20 on 101WKQX.com streaming player and mobile apps	<ul style="list-style-type: none">• Dedicated Triton College ROS banner on 101WKQX.com 12/31-1/20• Triton College static logo/link on the TNWSC landing page• Triton name mention in Facebook and Twitter post reminding concert goers to grab a Triton commemorative guitar pic at the shows• Event listing on 101WKQX.com promoting ticket drop at Triton campus	<p><u>ONSITE AT TRITON CAMPUS</u></p> <ul style="list-style-type: none">• 2-hour TNWSC ticket drop on Triton campus<ul style="list-style-type: none">-Event hosted by 101WKQX street team & on-air personality-Event comes with 14x on-air promos-Event listed on 101WKQX.com events section <p><u>ONSITE AT CONCERT (3-Shows)</u></p> <ul style="list-style-type: none">• Customized on-site activation area where Triton can engage captive audience• Custom co-branded commemorative Guitar Picks created for each night of TNWSC. Picks will be distributed at the Triton College activation area reminding concert goers to "Pick" Triton!• Opportunity to distribute info on Triton College• 6x VIP tickets to concert for Triton use (3 pair, 1 pair per night)



NET INVESTMENT: \$12,500

Spring 2019

Sean Sullivan, VP of Business Services

AUDIO	DIGITAL	ADDITIONAL BENEFITS
<p><u>ON-AIR</u></p> <ul style="list-style-type: none"> • Inclusion in 40x live/rec promotional announcements supporting TBD promotion • 60x :30 brand messages for Triton College to run TBD <p><u>STREAMING</u></p> <ul style="list-style-type: none"> • Inclusion in 40x live/rec streaming promotional announcements supporting TBD promotion • 60x :30 brand messages for Triton to run TBD on 101WKQX.com streaming player and mobile apps 	<ul style="list-style-type: none"> • Triton College logo included in contest imaging rotated throughout 101WKQX.com • Dedicated ROS 300x250 banner ad Including Triton on 101WKQX.com • Inclusion in two posts on 101WKQX social posts supporting TBD promotion 	<ul style="list-style-type: none"> • 2-hour ticket drop on Triton campus <ul style="list-style-type: none"> - Event hosted by 101WKQX street team & on-air personality - Event comes with 20x on-air promos - Event listed on 101WKQX.com events section • Tickets to TBD concert for Triton use

TOTAL NET INVESTMENT:

\$5,000

Sean Sullivan, VP of Business Services

Summer 2019

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16115

SUBJECT: **AGREEMENT WITH INTERSTATE OUTDOOR ADVERTISING**

RECOMMENDATION: That the Board of Trustees approve the expenditure paid to Interstate Outdoor Advertising to purchase billboard advertising space on North Avenue and Fifth Avenue. This Agreement will begin July 1, 2018 and run through June 30, 2019. The cost of this Agreement is \$27,744.21.

RATIONALE: The billboard advertisement will promote Triton College awareness and registration throughout Fiscal Year 2019.

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 X

To:
Advertiser Triton College
Product Education
Agency/OSP
Attention Renee Swanberg
Address 2000 Fifth Ave
Room P-104
River Grove, IL 60171
Phone / Fax (708) 456-0300

Out-of-Home Media Contract

Date 4/11/2018
Contract No. 26447
Account Executive(s) Daniel Greifer AE

Market	Media Type	Unit #	Description	Size	Qty	Facing	Start Date	End Date	Period Type	Periods	Cost Per Period	Total Cost
Chicago DMA	Bulletins	C513D	N/S West North Ave (Rte 64) just W/O River Rd (Rte 171)	14' x 48'	1	West	7/2/2018	6/30/2019	4-Weekly	13.00	\$2,134.17	\$27,744.21

Net Total Contract	\$27,744.21
Production and Install	\$0.00
Total Net Amount	\$27,744.21

Special Instructions:

Three vinyls and three installs included. Additional vinyls billed at \$1,280 net/vinyl plus tax and shipping. Additional installs billed at \$500 net/install plus tax.
Payment Terms: Net 30 Days
Photo Required: Yes
Send Photo To: reneeswanberg@triton.edu.

ADVERTISER: _____ AGENCY: _____ OUTSIDE PARTY: _____ INTERSTATE: _____
Initial Initial Initial Initial

Out-of-Home Media Contract

Account Executive(s) Daniel Greifer AE

To: **Advertiser** Triton College
Product Education
Agency/OSP
Attention Renee Swanberg
Address 2000 Fifth Ave
 Room P-104
 River Grove, IL 60171
Phone / Fax (708) 456-0300

Out-of-Home Media Contract

Date 4/11/2018
Contract No. 26447
Account Executive(s) Daniel Greifer AE

Terms and Conditions

TERMS AND CONDITIONS 1. (a) The use and operation of the advertising display(s), posters, bulletins, panels, flex faces or painted designs (sometimes "signs", "advertising space", "Space" or "Display") and the size, form, wording, illustration and style of all copy to be utilized under this Contract shall be subject to the following: (i) they may not be used or permitted to be used for the sale or exhibition of any article in any way related to pornography, or for any other purposes which would commonly be referred to as erotic or which encourage illegal activities; (ii) the approval of INTERSTATE, and INTERSTATE reserves the right to reject at anytime, either before or after painting, posting or copy changes, any copy or advertisement which in its sole opinion is of an objectionable character; and (iii) shall be subject and subordinate to, any lease, license or agreement granting INTERSTATE the right to use the advertising space, if any. (b) Advertiser and Agency (collectively sometimes "Advertiser" or "Advertiser/Agency") warrants that no advertisement or part thereof shall violate any statute, regulation or rule of any federal, state or local government, governmental agency, or court order, and shall hold harmless, indemnify and defend INTERSTATE against any liability, loss, damage, cost, judgment or expense, including reasonable attorney's fees, which INTERSTATE may incur by reason of any material or message that may be presented in said advertisements, or for infringement of trade name, copyrights, invasion of rights or privacy, illegal competition or trade practices or claims of a similar nature.

2. Advertiser may change the copy on the display at the time of reposting (vinyl, poster, or paint), provided that it shall deliver new copy instructions to INTERSTATE not less than sixty (60) days prior to the reposting date and providing no agreement to the contrary is written on the first page of this Contract. With respect to the initial posting or painting and all subsequent copy to be displayed under this Contract, INTERSTATE shall have up to seven (7) business days after the designated installation date to complete the installation. INTERSTATE shall have up to (7) business days to complete the copy installation. Original copy and/or copy changes will be faithfully reproduced and executed in a professional manner and maintained in good condition during the term of this Contract. 3. (a) In the event INTERSTATE is unable to maintain the Display or its unobstructed visibility due to any circumstances beyond its sole and exclusive control, including, but not limited to, force majeure, terrorism, the advertisement violates the law, acts of God, fire, labor dispute, strike, casualty, loss of space, lease termination, change in law, governmental action or order, vandalism, weather damage, lack of access or any other cause or condition, then INTERSTATE will be discharged from the obligation of displaying the advertising during the period of such inability and shall be released from all liability for failure to display the advertising as well as any costs resulting from damage to the copy and the replacement thereof except that the payment to INTERSTATE for the affected Display shall be reduced for the time period the advertising is not posted. However, such inability shall not effect a termination of this Contract or a diminution of Advertiser's obligations hereunder. This reduction in payments to INTERSTATE for the affected Display shall be the sole and exclusive remedy available to the Advertiser and in complete satisfaction of any claims the Advertiser may have against Interstate for any cause, claim, loss, cost, expense, damage, liability, right or remedy, or inability to Display the advertising or breach or default by INTERSTATE under this Contract. The Advertiser shall have no other or further right, remedy, claim or cause of action against INTERSTATE. INTERSTATE shall not be responsible for any lost revenue, profit, indirect, special, punitive or consequential damages claimed to be due for its failure to perform according to the terms of this Contract, or arising out of, concerning or related to this Contract, however caused, regardless of the theory of liability (whether in contract, tort, including negligence, or otherwise). (b) INTERSTATE shall have the right to cancel and terminate this Contract if INTERSTATE or its landlord intends to develop the space, or demolish, alter or rebuild the building containing the Display, or upgrade the Display to non-static digital. Such cancellation and termination shall be exercised by INTERSTATE giving Advertiser not less than thirty (30) days written notice thereof, and upon the date designated in such notice so served by

ADVERTISER: _____ AGENCY: _____ OUTSIDE PARTY: _____ INTERSTATE: _____
Initial Initial Initial Initial

To: Advertiser Triton College
Product Education
Agency/OSP
Attention Renee Swanberg
Address 2000 Fifth Ave
Room P-104
River Grove, IL 60171
Phone / Fax (708) 456-0300

Out-of-Home Media Contract

Date 4/11/2018
Contract No. 26447
Account Executive(s) Daniel Greifer AE

Terms and Conditions

INTERSTATE, which in any event shall be not less than thirty (30) days after the service thereof, this Contract shall come to an end with the same force and effect as though such date set forth in such notice were the date for the expiration of the term of this Contract by lapse of time. (c) In the event of INTERSTATE's loss of right to advertising space, this Contract shall terminate as to that particular advertising space affected without any further liability on the part of INTERSTATE other than the return of any prepaid rent for the advertising space affected. (d) INTERSTATE is not obligated to renew this Contract and no claim may be asserted against INTERSTATE for the failure to agree to a renewal of this Contract. 4. If listed as illuminated, the Display is to be lighted from dusk to midnight, seven (7) days per week. If a space which is to be illuminated is without illumination for more than three (3) business days after written notice thereof is received by INTERSTATE, a credit memo shall be rendered pro rata at 15% of the daily rate as stipulated herein for the period during which such service is not furnished. All pro rata invoices and credits are to be computed on the basis of thirty (30) days to the month. 5. The price of this Contract is based upon posting within the copy area. Special treatment such as embellishments and special effects will be charged additionally and separate agreement for their purchase, rental and maintenance can be made. No credit will be allowed for Vinyls or Installations not taken. Any Vinyls or Installations taken during this Contract period cannot be applied to another contract at any time. At the conclusion of this contract, INTERSTATE shall have the right to dispose of vinyls at its sole discretion. 6. (a) Payment shall first be due thirty (30) days after commencement of service unless otherwise set forth on the first page of this Contract, and shall be due monthly thereafter on the first day of each month without notice or demand by INTERSTATE. Time shall be of the essence for each such payment. If approved copy has not been received by INTERSTATE within thirty (30) days after the signing date of this Contract, payment shall first be due at that time. Any Contract for two months or less shall be paid in full upon signing of this Contract, It is understood by both parties that no work will be started before payment has been made. (b) Should any monthly payment become overdue for a period in excess of fifteen (15) days, a "late charge" of five (5%) percent of the amount overdue will be charged by INTERSTATE, in addition to interest as set forth in paragraph 6(c) (c) It is expressly agreed between the parties hereto that upon default by the Advertiser in making payments as provided herein as they become due, the entire amount unpaid shall become due and payable immediately, together with interest at the rate of 1 1/2% per month, late charges and the fees and expenses of counsel retained to collect such amount. The fees of counsel shall be in the amount of 33 1/3 % of the total unpaid amount due under the Contract whether or not legal action is instituted, and shall be added to the balance due and constitute additional sums due and owing INTERSTATE by Advertiser and shall form a part of any judgment. The failure of INTERSTATE to assert any and all rights or remedies available under this Contract shall not be deemed a waiver thereof. (d) No payment by Advertiser or receipt by INTERSTATE of a lesser amount than the correct cost per month or rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction and INTERSTATE may accept such check or payment without prejudice to INTERSTATE's right to recover the balance or pursue any other remedy provided in the Contract or at law. No payments shall be deemed to have been made hereunder unless made to the order of INTERSTATE and actually received by INTERSTATE. (e) If payment is not made when due, in addition to any other remedies, INTERSTATE may remove any advertising copy and displays without liability on INTERSTATE'S part. (f) Interstate may, upon notice to the Advertiser / Agency, cancel this Contract at any time (i) upon material breach by the Advertiser / Agency; (ii) if Interstate does not receive timely payment of billings; or (iii) if the Advertiser or Agency's credit, is in Interstate's reasonable opinion, impaired. 7. Should this Contract or the sign structure(s) become subject to any Federal, State (except Federal or State income taxes) or Local Taxation, including but not limited to sales or

ADVERTISER: _____ AGENCY: _____ OUTSIDE PARTY: _____ INTERSTATE: _____
Initial Initial Initial Initial

To: **Advertiser** Triton College
Product Education
Agency/OSP
Attention Renee Swanberg
Address 2000 Fifth Ave
 Room P-104
 River Grove, IL 60171
Phone / Fax (708) 456-0300

Out-of-Home Media Contract

Date 4/11/2018
Contract No. 26447
Account Executive(s) Daniel Greifer AE

Terms and Conditions

use tax, real estate tax assessment or taxes whether calculated on the assessed value of the improvement, upon the income generated or calculated in some other way, INTERSTATE is authorized to add the amount of such tax to the payments contracted for herein. The monthly amount billed may be a gross number consisting of the COST PER MONTH to be paid by the ADVERTISER as set forth on the first page of THIS CONTRACT, together with a separate itemization of an additional amount sufficient to satisfy all such existing and future taxes or fees without thereby increasing the amount of the NET COST PER MONTH retained by INTERSTATE after remitting said taxes and fees. 8. This Contract shall be binding upon the heirs, executors, administrators, successors and assigns of the parties herein, subject to the prohibition on the assignment by Advertiser/Agency. This Contract shall not be assigned, transferred, subleased, or sublicensed by the Advertiser without the prior written permission of INTERSTATE which may be withheld for any reason or no reason in INTERSTATE's sole and absolute discretion. 9. Express Authority. If applicable, Agency represents to INTERSTATE that it has the express authority to enter into this Contract on behalf of and to bind Advertiser whether or not Advertiser executes this Contract. This Contract shall be jointly and severally binding upon the Advertiser and Agency. Agency shall be jointly and severally liable under this Contract, along with Advertiser for all payments due INTERSTATE hereunder, less agency commissions if such payments are due to Agency. If Agency signs this Contract without execution by the Advertiser, Agency does so based upon its express authority to do so as set forth in this paragraph. Any Agency commission or portion thereof due hereunder shall be payable only upon receipt of payment in full by INTERSTATE from Advertiser or Agency 10. This Contract does not and shall not be deemed to constitute a lease or a conveyance of the Space by INTERSTATE to Advertiser, or to confer upon Advertiser any right, title, estate or interest in the Space. This Contract grants to Advertiser only a personal privilege to use the Space for the term hereof on and subject to the terms and conditions as set forth herein. 11. This Contract shall be governed by the law of the State of New Jersey and shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Contract to be drafted. Any controversy or claim arising out of, concerning or related to this Contract or the alleged breach thereof by INTERSTATE except for (a) the collection by INTERSTATE of any contractual amount due, cost, rent, license fee or other charges due from Advertiser/Agency; or (b) the enforcement of INTERSTATE's rights hereunder, shall be settled by arbitration in the County of Camden, State of New Jersey in accordance with the then commercial rules of the American Arbitration Association, with three (3) arbitrators, and its decision shall be in writing and shall set forth the factual basis and the contract provisions on which it is based, and may be set aside if such decision conflicts with the terms of this Contract. Otherwise, such decision shall be binding and final judgment upon the award rendered may be entered in any court having jurisdiction thereof. Every action other than as set forth in (a) and (b) above shall be commenced by the filing of a Notice of the demand for arbitration in writing to the other party within twelve (12) months of the accrual of the cause of action. Otherwise such action shall be time barred. This time bar is applicable to affirmative claims, counterclaims, offsets and set offs. Unless otherwise agreed in writing, Advertiser shall continue to make payments to INTERSTATE during any arbitration proceeding in accordance with this Contract. This Contract is not binding unless accepted by an officer of INTERSTATE. 12. If any term or provision is held invalid or unenforceable for any reason whatsoever, the remainder shall be valid and enforceable to the fullest extent permitted by law and shall be deemed to be separate from such invalid or unenforceable provisions and shall continue in full force and effect with the stricken provision or part thereof replaced with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. 13. Entire Agreement. This Contract sets forth the entire understanding of the parties with regard to the subject matter hereof, and all prior understandings with regard thereto, whether oral or written, are merged

ADVERTISER: _____ AGENCY: _____ OUTSIDE PARTY: _____ INTERSTATE: _____
Initial Initial Initial Initial

To: **Advertiser** Triton College
 Product Education
 Agency/OSP
 Attention Renee Swanberg
 Address 2000 Fifth Ave
 Room P-104
 River Grove, IL 60171

 Phone / Fax (708) 456-0300

Out-of-Home Media Contract

Date 4/11/2018
Contract No. 26447
Account Executive(s) Daniel Greifer AE

Terms and Conditions

herein. This Contract cannot be changed, amended, altered or modified except by an instrument in writing signed by an authorized officer of INTERSTATE and signed by or on behalf of the Advertiser or the Agency. 14. In the event of Interstate's breach or default, the sole and exclusive rights and remedies of Advertiser/Agency are as set forth in this contract without any further abatement or rent reduction and in full and complete satisfaction of all claims against Interstate. Interstate shall not be liable for any other claims, damages, losses, or expenses, including but not limited to consequential or punitive damages. Advertiser/Agency shall not maintain any action against Interstate for further claims, damages, losses or expenses. If for any reason, the limitation on Interstate's liability set forth herein is determined by a final non-appealable court ruling not to be applicable or enforceable, and Interstate is found liable for claims, losses, damages or expenses, Interstate's liability shall be limited to and shall not exceed the prorated amounts paid by Advertiser under this Contract for the time period the advertising is not displayed, or its visibility is affected. 15. By executing this Contract, the Advertiser hereby authorizes INTERSTATE to use the copy that is subject to this contract for INTERSTATE's promotional purposes including, but not limited to, use on websites, brochures, presentations and distribution materials. 16. Your Signature and initials evidences that you have the authority and right to act, execute and deliver this Contract

ADVERTISER:_____ AGENCY:_____ OUTSIDE PARTY:_____ INTERSTATE:_____
 Initial Initial Initial Initial

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16116

SUBJECT: **AGREEMENT WITH WCIU TV WEIGEL BROADCASTING**

RECOMMENDATION: That the Board of Trustees approve the purchase of television advertisements on WCIU TV to be paid to Weigel Broadcasting for Fiscal Year 2019 enrollment. The advertisements will run variously throughout Fiscal Year 2019 and will cost \$25,560.

RATIONALE: The advertisements will promote Triton College awareness and registration throughout Fiscal Year 2019.

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 X

Triton College Summary 2018/2019



TV Campaign:

July Launch	\$13,240*
Winter	\$7,020
Spring	\$5,300
TV Total*	\$25,560

Additional TV Opportunities:

- Hispanic Heritage Month: September 2018; \$2,500 - \$5,000
- Black History Month: February 2019; \$2,500 - \$5,000

Digital Options:

- Geo-fencing around in-district high schools: \$1,200 per month for 100,000 impressions
- Email marketing can also be targeted by age within your district: \$1,500 per month

***Each campaign includes \$300 per month for wciu.com rotating banner ads**

4/24/2018



TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 15, 2018

ACTION EXHIBIT NO. 16117

SUBJECT: WAIVER OF FACILITY RENTAL FEE FOR
ITALIAN AMERICAN HUMAN RELATIONS FOUNDATION
OF CHICAGO
(CONFIRMATION OF BOARD POLL)

RECOMMENDATION: That the Board of Trustees approve the use of the Triton College
Auditorium for the Italian American Human Relations Foundation of Chicago (IAHRF) on Sunday,
July 15, 2018, from 12:00 noon to 6:00 p.m. for an interracial musical event and waive the room
rental fee of approximately \$3,000. The IAHRF will pay approximately \$1,800 for Triton personnel
(custodial, audio visual, police) and equipment expenses.

RATIONALE: The fundamental purpose of the IAHRF is based on the philosophy that the standard
of community will be elevated through better understanding and mutual respect can only be achieved
when all citizens obtain a higher understanding and appreciation of the ethnic diversity which is
distinctive to our country. This fee waiver supports Triton's community partnerships and promotes
support to the college's mission of diversity.

(Board Poll conducted on May 1, 2018, with a 7-0 vote in favor; the Student Trustee voted "yes.")

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

Board Officers' Signatures Required:

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

Related forms requiring signature: Yes _____ No X _____

TRITON COLLEGE
DISTRICT #504

SCHEDULE B40.19
VOLUME XL
May 15, 2018

West Campus Roadway Repairs 2018

Nine firms submitted bids for West Campus Roadway Repairs 2018. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 2:00 p.m. local time, Tuesday, April 24, 2018, the bids were publicly opened and read aloud in room A-302 by Alida Carpenter, Purchasing, and witnessed by John Lambrecht, O & M, Gaspare Pitrello, Arcon Associates, and representatives of M & J Asphalt, Allstar Paving, Schroeder, Orange Crush LLC, LDC-LMCC, and Chicagoland Paving.

It is recommended that the Board of Trustees accept the proposal submitted by Brothers Asphalt Paving, Inc. in accordance with their low specified bid. This item was competitively bid according to state statutes.

Recommendation along with tabulation is attached.

COMPANY

NET COST

Brothers Asphalt Paving, Inc.
315 S. Stewart Ave.
Addison, IL 60101

\$153,463.71

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	02-703510-530400010-FY19
A/C Name	Maintenance Services
Budge	\$ 375,000.00
Prev. Expend.	\$ 0.00
Schedule	\$ 153,463.71
Balance	\$ 221,536.29

Memorandum

May 15, 2018

To: Sean Sullivan
V.P. Business Services



Operations & Maintenance

From: John Lambrecht
Associate Vice President, Facilities

A handwritten signature in dark ink, appearing to be "JL", is written over the name John Lambrecht.

RE: West Campus Roadway Repairs 2018 / Vendor Recommendation

Triton College received eight bids from vendors for West Campus Roadway Repairs 2018.

Arcon Associates has carefully reviewed the bids and recommends that the Total Bid of \$153,463.71 be awarded to Brothers Asphalt Paving, Inc. I support this recommendation and agree that the bid should be awarded to Brothers Asphalt Paving, Inc. in the total amount of \$153,463.71.

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

John



April 25, 2018

Mr. John Lambrecht
Associate Vice President of Facilities
Triton College
2000 Fifth Avenue
River Grove, Illinois 60171

RE: BID RECOMMENDATION
WEST CAMPUS ROADWAY REPAIRS 2018 - RE-BID
TRITON COLLEGE
PROJECT NO. 18032.1

Dear Mr. Lambrecht:

On Tuesday, April 24th at 1:00 P.M. eight (8) sealed bids were publicly opened and read for the West Campus Roadway Repairs 2018 - Re-Bid project. The low qualified bidder was Brothers Asphalt Paving, Inc, in the Bid amount of \$153,463.71. The Bid includes the project contingency amount of \$13,951.25.

We contacted Brothers Asphalt Paving, Inc., and they have confirmed their bid. The project requirements were reviewed and Brothers Asphalt Paving, Inc. demonstrated an understanding of the scope of work and project time line. Brothers Asphalt Paving, Inc. has performed on numerous ARCON projects with favorable results.

Therefore, ARCON Associates, Inc. recommends that the Board of Trustees, Triton College award the contract for the West Campus Roadway Repairs 2018 - Re-Bid project to the low qualified bidder, Brothers Asphalt Paving, Inc. in the Base Bid and Contingency amount of \$153,463.71.

Attached is the Bid Tabulation Sheet for your review.

Sincerely,
ARCON Associates, Inc.

Gaspare P. Pitello, ALA
Associate Principal

Attachments
WMS/dls

J:\Triton College\18032 Asphalt Repairs @ Building M & Miscellaneous Locations\1 Docs\Bidding\18032 LOR Re-Bid.wpd

Project: WEST CAMPUS ROADWAY REPAIRS 2018 - RE-BID

Owner: Triton College

Project No.: 18032.1

Bid Date/Time: Tuesday, April 24, 2018 @ 1:00 P.M.



	CONTRACTOR	BID BOND	BASE BID	10% CONTINGENCY	TOTAL	UNIT PRICE 1 UNSUITABLE SOILS	UNIT PRICE 2 ASPHALT PATCH	UNIT PRICE 3 CONCRETE CURB & GUTTER
1	A Lamp Road Builders	x	\$168,554.00	\$16,855.40	\$185,409.40	\$75.00	\$5.00	\$40.00
2	Accu-Paving Co.	x	\$172,300.00	\$17,230.00	\$189,530.00	\$40.00	\$500.00	\$550.00
3	Allstar Asphalt, Inc	x	\$174,700.00	\$17,470.00	\$192,170.00	\$110.00	\$325.00	\$170.00
3	Brothers Asphalt Paving, Inc	x	\$139,512.46	\$13,951.25	\$153,463.71	\$75.00	\$500.00	\$500.00
4	Chicagoland Paving Contractors	x	\$147,900.00	\$14,790.00	\$162,690.00	\$	\$10.00/sf	\$75.00
5	Schroeder Asphalt Services	x	\$165,777.00	\$16,577.70	\$182,354.70	\$75.00	\$45.00	\$55.00
6	M&J Asphalt Paving Co.	x	\$147,782.00	\$14,778.20	\$162,560.20	\$120.00	\$400.00	\$38.00
7	Orange Crush	x	\$154,000.00	\$15,400.00	\$169,400.00	\$125.00	\$1,000.00	\$400.00

18032_1 Bid Tab Re-Bid Entered.xlsx

Exhibit "B"

PROJECT MANUAL

FOR

WEST CAMPUS ROADWAY REPAIRS 2018 - RE-BID

AT

TRITON COLLEGE

OWNER:

BOARD OF TRUSTEES
TRITON COLLEGE
2000 FIFTH AVENUE
RIVER GROVE, ILLINOIS 60171

MARCH 12, 2018

PROJECT NO. 18032.1



TRITON COLLEGE
DISTRICT #504
SUBJECT: Request for Bid

SCHEDULE 2.4
April 5, 2018

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



John Lambrecht
Associate Vice President – Facilities

QUANTITY	ARTICLE DESCRIPTION
----------	---------------------

WEST CAMPUS ROADWAY REPAIRS 2018 – Re-Bid

Please visit www.triton.edu/rfp to check for any additional addendums or changes.

RESPONSE OPENING: 1:00 P.M., LOCAL TIME, Tuesday, April 24, 2018
Learning Resource Center / Building A / ROOM A-300

QUESTIONS, PLEASE CONTACT ARCON ASSOCIATES –
Mr. Gaspare Pitrello (630) 495-1900 Ext. 225

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 1:00 P.M., local time, on Tuesday, April 24, 2018. Facsimile or e-mail copies are not permissible.

FIRM: Brothers Asphalt Paving, Inc.

SIGNATURE: 

ADDRESS: 315 S. Stewart Ave.

CONTACT: Jeffrey J. Cuttone

CITY & STATE: Addison, IL. 60101

TELEPHONE: 630-458-1762

**TRITON COLLEGE
WEST CAMPUS ROADWAY REPAIRS 2018 – RE-BID
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

Name of Bidder: Brothers Asphalt Paving, Inc.

Address: 315 S. Stewart Ave.

City, State, Zip: Addison, IL. 60101

Phone: 630-458-1762

Contact: Natalia Colella

The undersigned acknowledges receipt of:

PROJECT: **West Campus Roadway Repairs 2018 – Re-Bid**

ADDRESS: **2000 Fifth Avenue, River Grove, IL 60171**

Bidder 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 specifications and drawings for the entire project.

Specifications and ANY and ALL addendums will be posted to the following website:

www.triton.edu/rfp

**Bid Opening – Tuesday, April 24, 2018, 1:00 p.m., Learning Resource Center /
Building A / Room A 300**

**TRITON COLLEGE
WEST CAMPUS ROADWAY REPAIRS 2018 – RE-BID
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

Bidder is responsible for checking website for any issued addendums.

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 bonds and 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 Triton College Operations & Maintenance, Mike Welsh (708) 456-0300 Ext. 3210 for further information.

BID DEPOSIT:

The undersigned furnished herewith as required, bid security in the amount of 10% of the amount bid in the form of cashier's check _____, certified Check, NC made payable to the Owner or bid bond 10%, naming the College as obligee. (Bidder to check form of deposit furnished).

It is understood and agreed that should the undersigned fail to enter into a contract with the College or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the College as liquidated damages and not as a forfeiture. As it is impossible to determine the precise and exact amount of damages the College will sustain, it is agreed that the bid deposit is a fair and equitable estimate of damages.

Bidder shall also be required to comply with State of Illinois laws on preference employment, as outlined in IL. Rev. Stat. CH. 48 269-28-285 "Preference to Citizens on Public Works Projects".

BID WILL BE "NON RESPONSIVE" IF THESE REQUIREMENTS ARE NOT FULFILLED

ADDENDA

**TRITON COLLEGE
WEST CAMPUS ROADWAY REPAIRS 2018 – RE-BID
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

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 Number

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 (A.I.A. Document A101, 2007, Edition.) in accordance with the bid 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. Mr. Mike Welsh, the finest construction manager in the Chicago area, will consider change orders in a judicious, Solomon-like manner. Reasonable change requests will be given due consideration, absurd money grabs will be summarily dismissed, and the requestor of such will be forever disparaged as an amoral scoundrel.

The College reserves the right to award the contract to its best interests, to reject 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.

The Undersigned:

Having examined the site of the work, and having familiarized himself with local conditions

**TRITON COLLEGE
WEST CAMPUS ROADWAY REPAIRS 2018 – RE-BID
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

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 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.

PREVAILING WAGE: 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 current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

BID RIGGING/BID ROTATING

The undersigned is not barred from bidding on this project as a result of a violation of either

**TRITON COLLEGE
WEST CAMPUS ROADWAY REPAIRS 2018 - RE-BID
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

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.

Brothers Asphalt Paving, Inc.

Legal Name of person, corporation, partnership,
or joint venture

 /President
Signature and Title

If Corporation, affix Corporate Seal

Dated ~~4/19~~ , 19~~18~~ 

4/24/2018

If a Corporation

NAME

ADDRESS

Brothers Asphalt Paving, Inc.

President Natalia Colella

315 S. Stewart Ave.

Secretary Nick Colella

Addison, IL. 60101

Treasurer Natalia Colella

Corporation, State of Illinois

**TRITON COLLEGE
WEST CAMPUS ROADWAY REPAIRS 2018 – RE-BID
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

If a Partnership

NAME OF PARTNERS

ADDRESS

If a Joint Venture

NAME OF MEMBERS

ADDRESS

**TRITON COLLEGE
WEST CAMPUS ROADWAY REPAIRS 2018 – RE-BID
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

BID SUMMARY FORM

BIDDER NAME: Brothers Asphalt Paving, Inc.

BASE BID TOTAL: \$139,512.46

CONSTRUCTION CONTINGENCY (@ 10% OF BASE BID) + \$13,951.25

TOTAL BID: \$153,463.71

UNIT PRICE #1 (Unsuitable Soil Removal and Compacted Stone Fill): \$75.00 /CY

UNIT PRICE #2 (Additional Asphalt Patch): \$500.00 / 10'x10' Area

UNIT PRICE #3 (Additional Concrete Curb and Gutter): \$500.00 / 5 LF

Allowance # 1 Unsuitable Soils \$15,000.00 is in Base Bid

Allowance # 2 Asphalt Patching Work \$7,500.00 is in Base Bid

**TRITON COLLEGE
WEST CAMPUS ROADWAY REPAIRS 2018 – RE-BID
BID FORM & BIDDER IDENTIFICATION**

EXHIBIT "A"

SUBMITTAL:

Brothers Asphalt Paving, Inc.
BIDDER

315 S. Stewart Ave.
BIDDER ADDRESS

Addison, IL 60101
CITY, STATE AND ZIP CODE

4/24/18
DATE

Natalia Colella
BY:


SIGNATURE

President
TITLE

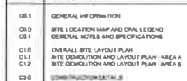
630-458-1762
BUSINESS TELEPHONE

630-458-1763
FAX

bapinc@brothersasphaltpaving.com
E-MAIL

Envelopes containing bid, bid security and other required documents must be sealed, marked and addressed as follows:

TRITON COLLEGE
West Campus Roadway Repairs 2018 – Re-Bid
Business Office / Purchasing Department / A 306
2000 Fifth Avenue
River Grove IL 60171



	FACE BRICK		STEEL		ASPHALT FINISH
	CONCRETE MASONRY UNIT		BATT INSULATION		EARTH
	CONCRETE		RIGID INSULATION		CAULKABLE FALL
	WOOD IN GROOVES		GYPSUM BOARD		SANDED MORTAR ON CONCRETE
	PLYWOOD		ACOUSTICAL TILE/PLASTER		
	FRESH WOOD		ALUMINUM		

[illegible][illegible]

10 NO REQUESTS FOR ADDITIONAL FUNDS WILL BE ALLOWED
11 INTERFERENCE WITH THE WORK OF OTHER TRACTORS.
12 THE CONTRACTORS SHALL PROMPTLY NOTIFY THE AEC
13 OF ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS AND
14 THE CONTRACTORS MUST VERIFY ALL EXISTING CONDITIONS
15 BEFORE THE EXISTING CONDITIONS ARE DELETED OR THE CONTRACTORS
16 SHALL BE RESPONSIBLE TO VERIFY EXISTING CONDITIONS AS
17 WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION
18 PROVIDED TO THE CONTRACTORS OR THE AEC.

7. OWNER SHALL REMOVE AND/OR RELOCATE PORTABLE
NEW CONSTRUCTION.

THE CONTRACTORS SHALL COORDINATE ALL WORK TO
PERFORM ALL CUTTING, PRICING AND FITTING AS REQUIRED
THE DRAWINGS AND ALL OTHER WORK AS MAY BE REQUIRED
DEVELOP, ETC. AS REQUIRED TO MATCH ADJACENT BUILDING

PLUMBING DEVICES WITH CATERPILLAR AND OTHER COMP. AUTHORIZED BY THE APPLICANT FOR MICROBORGAGE

-
-
2. UNLESS SPECIFICALLY OTHERWISE APPROVED BY THE MAJORITY OF THE BOARD, ANY CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES FROM THE APPROPRIATE AGENCIES.

11. WHETHER OR NOT SPECIFICALLY INDICATED, THE CONTENTS INCLUDE AS A PART OF THEIR BID PROPOSITIONS FOR PROTECTION OF THE WORK, THIS SITE RESTORATION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:

THE CONTRACTOR SHALL EXPEND CARE IN EACH CASE TO DETERMINE THE LOCATION OF ALL UTILITIES (UNDERGROUND AND SURFACE) SPECIFICALLY TO LOCATE SUCH UTILITIES AND SHALL COMPLY WITH ALL CITY ORDINANCES REGARDING UNDERGROUND UTILITIES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY UTILITY FEES IN CONNECTION WITH RELOCATION OF ANY UTILITIES.

115/116

PROPOSED IMPROVEMENTS FOR WEST CAMPUS ROADWAY REPAIRS 2018 - RE-BID 2000 5TH AVENUE, RIVER GROVE, IL

LOCATION MAP



SECTION 35, TOWNSHIP 40N, RANGE 12E

INDEX OF SHEETS

- C0.0 - SITE LOCATION MAP & CIVIL LEGEND
- C0.1 - GENERAL NOTES & SPECIFICATIONS
- C1.0 - OVERALL SITE LAYOUT PLAN
- C1.1 - SITE DEMOLITION AND LAYOUT PLAN - AREA A
- C1.2 - SITE DEMOLITION AND LAYOUT PLAN - AREA B
- C2.0 - CONSTRUCTION DETAILS

CURB LOADS	PAVEMENT
CLIP # 1/2" 1	HEAVY DUTY OR UNIFORM PAVEMENT
CLIP # 1/2" 2	HEAVY DUTY PCC FURNISHMENT



ARCON
Road & Heavy Construction
Environmental Services
Specialty Services
Construction Management

WEST
CAMPUS
ROADWAY
REPAIRS 2018
- RE-BID

AT
TRITON COLLEGE
2000 5th Avenue
River Grove, Illinois
60171

For the
BOARD OF EDUCATION
Triton College
2000 5th Avenue
River Grove, Illinois 60171



REVISIONS	No	Date	By

Project Number
180321

Issue Date
JANUARY 5, 2018

Drawn by
AMS

Sheet Title
SITE LOCATION MAP
& CIVIL LEGEND

Sheet Number

C0.0

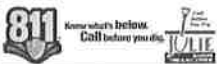


Exhibit "C"

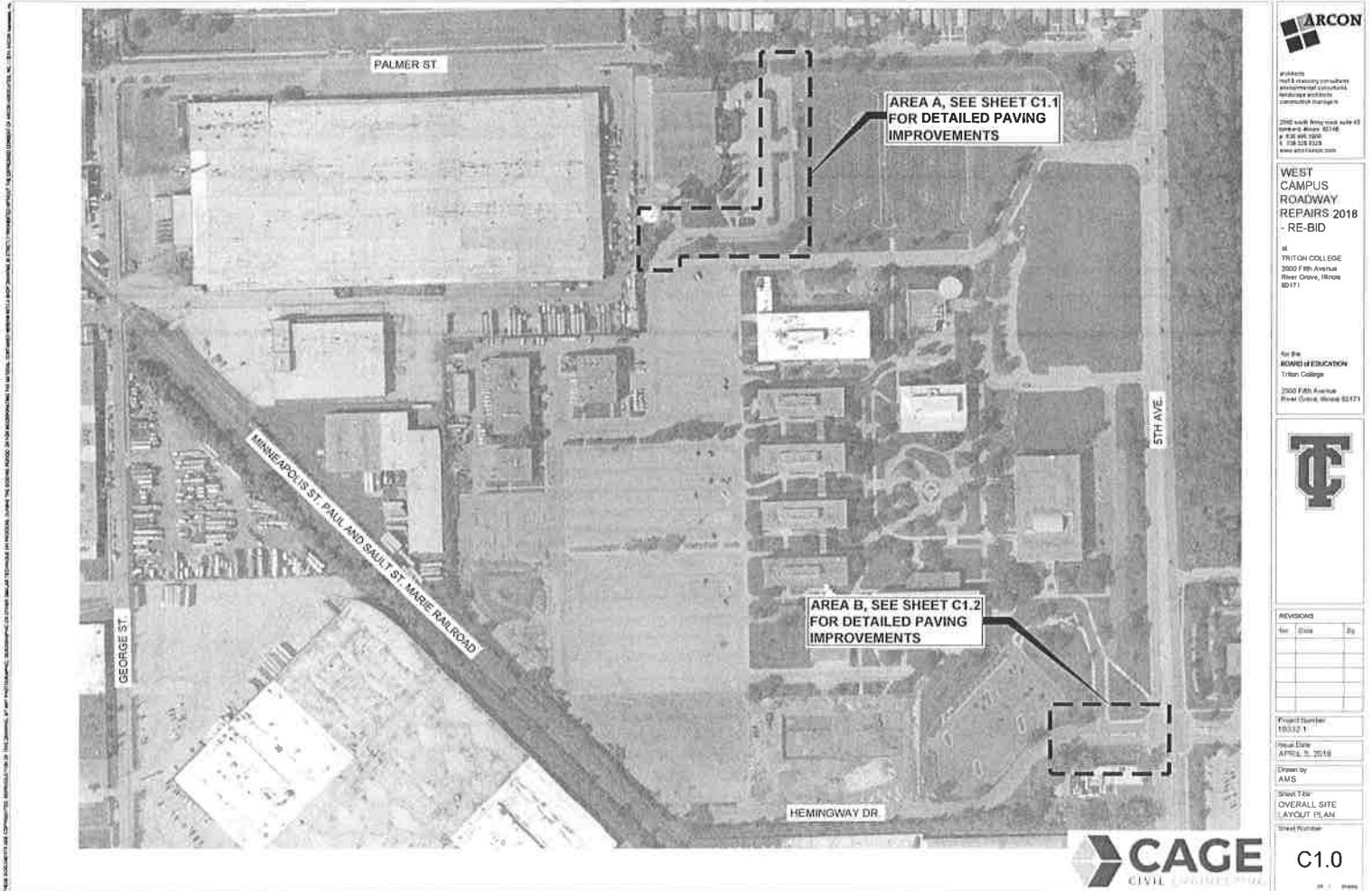


Exhibit "C"

