



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, October 16, 2018

- I. CALL TO ORDER** October 16, 2018 at 6:30 p.m.
Boardroom – A-300
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LV**
[Minutes of the Regular Board Meeting of September 25, 2018, No. 4](#)
- 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**
 - Facilities
 - Grants Quarterly
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
A. Action Exhibits
[16202 Budget Transfers](#)
[16203 Professional Services Agreement with Randall J. Barnette](#)
[16204 Mohawk Resources Ltd Automotive Equipment Purchase](#)
[16205 Authorization for Release and Sale of College Property at WCMC Online Auction](#)
[16206 Two-Year Installation Agreement with Evans and Sutherland](#)
[16207 Jesse Brown VA Medical Center](#)
[16208 Rush Oak Park Hospital](#)
[16209 Pinnacle Stone Restoration Project Approval](#)

B. [Purchasing Schedules](#)

C. Bills and Invoices

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

E. Human Resources Report

XIV. COMMUNICATIONS – INFORMATION

A. Human Resources Information Materials

B. Informational Material

XV. ADJOURNMENT

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:40 p.m. Following the Pledge of Allegiance, roll call was taken.

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

APPROVAL OF BOARD MINUTES

Ms. Peluso made a motion, seconded by Mrs. Potter, to approve the minutes of the Regular Board Meeting of August 28, 2018. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Mid-Management Association President Kay Frey reported that managers are looking forward to *Fall Family Fun Fest*.

Classified Association President Renee Swanberg reported that Classified are involved in *Fall Family Fun Fest* and have begun work on the annual *Deck the Mounds* event.

Adjunct Faculty Association Vice President of Credit Patrick Kane introduced himself.

STUDENT SENATE REPORT

TCSA President Carlos Garcia Sanchez reported that TCSA has a full senate with 35 members and looks forward to *Fall Family Fun Fest*. Ms. Garcia reported that the first TCSA meeting was held today, and mentioned that the *Movie on the Mounds* event was successful.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito reported that the committee received an academic presentation, reviewed and are supportive of all of the items pertaining to academic and student affairs.

Finance/Maintenance & Operations

Ms. Peluso reported that the committee met on September 12, reviewed eleven new business items and two purchasing schedules, and forwarded all items to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

Strategic Plan Mid-Year Update: Ms. Moore noted that Trustees will receive the Strategic Plan report in their weekly communication and introduced Director of Planning and Accreditation Pamela Perry. Ms. Perry provided the following highlights on Strategic Plan goals. Under Increasing College Readiness, student and staff mentoring is successfully expanding, high school developmental coursework will be operationalized across the state, and the college is falling behind on benchmark goals as they become increasingly aggressive. Under Improving College Completion, efforts to expand the Peer Mentoring Collaborative and COL 102 course continue to demonstrate success, the Academic Pathways and Academic Planning actions have been grouped together as Guided Pathways, graduation and retention data are beginning to reflect the fruits of labor. Under Closing Skill Gaps, efforts have been refocused, outcomes pertaining to Essential Employability Skills show good traction, and challenges remain with respect to internships and online programming. There was discussion regarding internships and the need to build relationships to increase options for students.

PRESIDENT'S REPORT

President Mary-Rita Moore reported that at the first Academic Senate meeting of the year, there was a lot of discussion and collaboration around the issue of assessment. Kudos were offered to Assessment Committee Chair Lauren Kosrow for leading this endeavor.

Ms. Moore noted that *Fall Family Fun Fest* will be held this Saturday and expressed appreciation for employee support of this event. She also commented that the *Corn Roast* was outstanding and praised Student Life and the TCSA for their efforts.

President Moore reminded that FAFSA (Free Application for Federal Student Aid) opens on October 1, and asked everyone to spread the word about the new FAFSA mobile app which can help students with the process.

Lastly, President Moore announced that this week is National Adult Education & Family Literacy Week and a video was shown in honor of adult education.

CHAIRMAN'S REPORT

Chairman Mark Stephens discussed the upcoming election and how it affects Triton in terms of state funding, and his concern about pension liability being pushed to the College without the ability to handle any pension details.

Mr. Stephens commented on cutbacks made in the Campus Renewal projects during the state budget freeze in order to save people's jobs. Projects including the Softball Field and A Building second floor entrance and lobby were affected by those cuts, and specs are now being developed to make some improvements to these areas. Chairman Stephens added that if anyone has suggestions about areas needing repair or improvement, they should let the President know, email him at markstephens@triton.edu, or submit suggestions through *Campus Comment* on the employee portal.

Chairman Stephens asked that remarks on the FY 2018 Audit be made at this time. Christine Torres from Crowe Horwath reported that the Finance Committee received a full report on the Audit, and highlighted that the College's financial statements have received an unqualified opinion.

NEW BUSINESS

ACTION EXHIBITS

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

- 16191 Approval of FY 2018 Audit**
- 16192 Resolution Adopting FY 2019 Budget**
- 16193 FY 2019 Student Activities Budget & Expenditures**
- 16194 Certification of Chargeback Reimbursement Fiscal Year 2019**
- 16195 Request for Life Safety Project FY 19**
- 16196 Prevailing Wage Resolution 2018-19**
- 16197 Krueger International, Inc. Furniture Purchase**
- 16198 Revision of GED Course Fees**
- 16199 Course Fee for MAT 045 and 055 iLaunch Sections**
- 16200 Purchase of Success Navigator Assessments for Placement**
- 16201 Purchase of Accuplacer Units for Placement Testing**

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

PURCHASING SCHEDULES

- B41.06 District-Wide Schedule of Classes – Spring 2019**
- B41.07 “A” Building Entrance Canopy**

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

BILLS AND INVOICES

Ms. Peluso made a motion, seconded by Ms. Viverito, to pay the Bills and Invoices in the amount of \$1,690,219.77.

Roll Call Vote:

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

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

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 Ms. Viverito.

Roll Call Vote:

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

Motion carried 7-0 with the Student Trustee voting yes. The Board went into Closed Session at 7:29 p.m.

RETURN TO OPEN SESSION

Ms. Viverito made a motion to return to Open Session, seconded by Mrs. Potter.

Roll Call Vote:

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

Motion carried 7-0 with the Student Trustee voting yes. The Board returned to Open Session at 8:30 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

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

2.0 Adjunct Faculty

Ms. Viverito made a motion, seconded by Mr. Reyes, to approve pages 2 through 5 of the Human Resources Report, items 2.1.01 through 2.7.06. Voice vote carried the motion unanimously.

3.0 Administration

Mr. Reyes made a motion, seconded by Ms. Viverito, to approve page 6 of the Human Resources Report, items 3.1.01 through 3.2.02. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Ms. Garcia made a motion, seconded by Ms. Peluso, to approve pages 7 and 8 of the Human Resources Report, items 4.1.01 through 4.3.01. Voice vote carried the motion unanimously.

5.0 Mid-Management

Ms. Peluso made a motion, seconded by Mr. Johnson, to approve pages 9 and 10 of the Human Resources Report, items 5.1.01 through 5.5.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Ms. Viverito made a motion, seconded by Mrs. Potter, to approve pages 11 through 16 of the Human Resources Report, items 6.1.01 through 6.3.06. Voice vote carried the motion unanimously.

7.0 Other

Mr. Reyes made a motion, seconded by Ms. Peluso, to approve page 16 of the Human Resources Report, item 7.1.01. Voice vote carried the motion unanimously.

ADJOURNMENT

There being no further business before the Board, a motion was made by Ms. Peluso to adjourn the meeting, seconded by Mr. Reyes. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 8:33 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 October 16, 2018

ACTION EXHIBIT NO. 16202

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:

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

**PROPOSED BUDGET TRANSFERS - FY 2019
FOR THE PERIOD 9/1/18 to 9/30/18**

FROM		
ID#	AREA	ACCT #
EDUCATION FUND		
1	Early Childhood Ed	01-10103010-530900010

TO		
AREA	ACCT #	AMOUNT
Early Childhood Ed	01-10103010-540900505	\$ 415.00
TOTAL EDUCATION FUND		\$ 415.00

FROM		
ID#	AREA	ACCT #
RESTRICTED FUND		
2	NSF STEM	06-20905050-550200005

TO		
AREA	ACCT #	AMOUNT
NSF STEM	06-20905050-550200005	\$ 1,000.00
TOTAL RESTRICTED FUND		\$ 1,000.00
TOTAL PROPOSED BUDGET TRANSFERS		\$ 1,415.00

Budget Transfer Form

Dollar Amount

\$415.00

Object Code Description

From what Budget Account

01 - 10103010 - 530900010

Other Contractual Services

To what Budget Account

01 - 10103010 - 540900505

Other Materials and Supplies

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

Transfer is needed in order to purchase 3 banners for F 214 offices and F building hallway.

Required Signatures

Requestor

DocuSigned by:
Joanna Aleksiak 9/17/2018

Cost Center Manager

DocuSigned by:
Mary Ann Olson 9/24/2018

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by:
Ker E. 9/24/2018

Associate Vice President

DocuSigned by:
Debra Baker 9/24/2018

Area Vice President

DocuSigned by:
Debra Baker 9/24/2018**BUSINESS OFFICE APPROVALS**

Grant Accountant: _____

Asst. Director of Finance AN

Exec. Director of Finance: _____

AVP of Finance: @VP of Business Services: L. qizhoEntered by: B3992 DS 9/26/18

Budget Transfer Form

Dollar Amount

\$1000

Object Code Description

From what Budget Account

06 - 20905050 - 550200005

In-State Travel

To what Budget Account

06 - 20905050 - 540900505

Other materials and supplies

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

Include Attachment? ☐ Yes ☒ No

Rationale

The in-state travel budget that was initially approved in year 1 of the National Science Foundation S-STEM grant will not be needed this year. As a result, \$1,000 will be moved over to materials and supplies for marketing purposes. This transfer is allowable under the grant guidelines of the NSF grant and per program officer approval.

Required Signatures

Requestor

DocuSigned by:
 Renee Chambers 9/11/2018

Cost Center Manager

DocuSigned by:
 Sheldon Turner 9/11/2018

Associate Dean (If Applicable)

DocuSigned by:
 Ric Segovia 9/18/2018

Dean (If Applicable)

DocuSigned by:
 Kevin Li 9/18/2018

Associate Vice President

DocuSigned by:
 [Signature] 9/18/2018

Area Vice President

DocuSigned by:
 Debra Baker 9/18/2018

BUSINESS OFFICE APPROVALS

Grant Accountant:

Elizabeth Zydron 9/25/18

Asst. Director of Finance

[Signature]

Exec. Director of Finance:

[Signature]

AVP of Finance:

[Signature] 9/26/18

VP of Business Services:

Entered by: B3495 DS 9/26/18

TRITON COLLEGE, District 504
Board of Trustees

Meeting of October 16, 2018

ACTION EXHIBIT NO. 16203

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH
RANDALL J. BARNETTE

RECOMMENDATION: That the Board of Trustees approve the Professional Services Agreement with Randall J. Barnette to provide state funding assistance beneficial to Triton College, to review issues pertaining to the ICCB and to work on special projects mutually agreed upon and under direction of the college President. The Agreement will extend from November 1, 2018 until October 31, 2019, unless terminated by either party upon thirty (30) days written notice; its terms may be extended annually by mutual agreement of the authorized agents of both parties via electronic mail. The initial cost to the college for this Agreement is \$36,000 for each twelve (12) months of the Agreement. Fees will be paid on a monthly basis in the amount of \$3,000 per month as invoiced.

RATIONALE: Randall J. Barnette will provide state funding assistance and consulting services to Triton College. His bipartisan relationships and geographic diversity will be of substantial benefit to the College.

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 <u> X </u> No <u> </u>		



Agreement Between Triton College and Independent Contractor

Start date: 11 / 1 / 18
Maximum value: \$36,000/yr

This Agreement made this 16th day of October, 2018, between Community College District No. 504 (hereinafter referred to as "Triton College"), located at 2000 Fifth Ave., River Grove, Ill. 60171 and Independent Contractor Randall J. Barnette (hereinafter referred to as "Independent Contractor"), located at 5801 N. Kenneth Ave. Chicago, IL 60646.

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

- Independent Contractor shall perform the following services under this Agreement: See attached addendum
- The location of the services to be performed shall be at the Triton College Campus, A 302 (building and room number), 2000 Fifth Ave., River Grove, Ill.; or off-campus location, As assigned
- Independent Contractor shall perform the services on: date(s) 11 / 1 / 18 to 10 / 31 / 19 and time(s) --- to ---
- Triton College agrees to pay to Independent Contractor the amount of \$ 3,000 mo, which shall be paid within 60* days of receipt of accurate and detailed invoices of all work performed, with a narrative of work completed as requested. Invoices shall be submitted within 10 college business days from the latest date specified in paragraph three (3) above. Failure to submit proper or accurate invoices will delay the issuance of payment. Triton College shall have the right to review and request clarification of any invoice prior to issuance of payment (*60 days is standard).
- Independent Contractor agrees to hold harmless and indemnify Triton College, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton College, its officers, agents, trustees or employees including reasonable attorneys fees and expenses arising out of the acts or omissions of Independent Contractor, its officers, agents or employees under this Agreement.
- Independent Contractor shall perform its obligations under this Agreement as an independent contractor and shall not be considered an employee of Triton College for any purpose. Further, Independent Contractor expressly agrees that neither it, nor any of its employees, shall be entitled to or make a claim for any benefits that may be available to employees of Triton College, including but not limited to, SURS, pension, retirement, health, life or worker's compensation coverage. In the event a claim is made for any such benefits, Independent Contractor shall fully indemnify Triton College, its officers, trustees, employees and agents from all costs and responsibilities associated with the claim for benefits.
- Independent Contractor assumes full responsibility for the payment of all federal, state or local taxes incurred by Independent Contractor as a result of this Agreement.
- 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.
- Independent Contractor represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations hereunder in accordance with accepted industry standards and agrees to perform in accordance with accepted industry standards.
- In no event shall Triton College be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings. The entire liability of Triton College and Independent Contractor's exclusive remedy for breach of this contract shall not exceed the initial deposit paid to Independent Contractor which the parties acknowledge is an appropriate measure of liquidated damages and said amount shall not be construed as a penalty.
- This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois regardless of any "conflict of laws" provision. All disputes arising out of this Agreement, wherever derived, shall be resolved in the Circuit Court of Cook County, Illinois.
- Independent Contractor, pursuant to 720 ILCS 5/33E-11 as amended, hereby certifies that neither it nor any of its partners, officers or owners has been convicted in the past five years of the offense of bid rigging under 720 ILCS 5/33E-3 as amended; that neither it nor any of its partners, officers or owners has ever been convicted of the offense of bid rotating under Section 720 ILCS 5/33E-4 as amended; and that neither it nor any of its partners, officers or owners have ever been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.
- Independent Contractor does not discriminate on the basis of race, color, religion, creed, sex, national origin, ancestry, age, marital status, physical or mental handicap or an unfavorable discharge from military service or any other basis prohibited by law in the hiring, employment, promotion or training of personnel. Independent Contractor certifies that it is an equal opportunity employer.
- Independent Contractor certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- If Independent Contractor has more than 25 employees, Independent Contractor certifies that it provides a drug free workplace in compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- Independent Contractor shall maintain liability insurance in minimum limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate and shall name Triton College, its officers, agents, trustees and employees as additional insureds.
- The instruction rendered by the Independent Contractor under this Agreement shall not in any manner be used towards attaining tenure or seniority as a faculty member employed by Triton College.
- Time is of the essence of this Agreement.
- The use of the word "it" in this Agreement shall include the feminine or masculine, and the singular and plural, in reference to the parties to this Agreement.
- Assignment of this Agreement or assignment of any right or obligation contained herein by Independent Contractor is strictly prohibited.
- There ~~are~~ is one Rider to this Agreement. This Agreement and any riders attached hereto constitute the entire Agreement of the parties, and there are no other Agreements, representations or understanding, or written instruments between the parties with respect to the subject of this Agreement. No alteration, modification or amendment to this Agreement shall be valid unless in writing and signed by both parties.
- Any provision hereof which is construed by a court of competent jurisdiction to be illegal or unenforceable shall be reduced to the maximum time, area or scope necessary to render such clause legal and enforceable, or if same is incapable of being so reduced, such clause shall be deemed severed here from and shall not affect or impair the operability of any other provision of this Agreement.
- Either party may terminate the Agreement upon written notice to the other party with or without cause. In the event of termination by either party, the balance due shall be determined based upon work performed and approved by the College, in writing, prior to the effective date of termination. In the event of partial work, whether based upon days of work or project completion, any amount due shall be prorated based upon the percentage of the approved work completed prior to the effective date of termination.

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

(PRINT OR TYPE ONLY)

Mark Stephens
Community College District No. 504 (Triton College) Representative Board Chairman

Randall J. Barnette
Independent Contractor

*Contract is not valid unless each page bears initials of contract manager. 10/16/18

White-Contract Manager _____
Green-Business Office _____
Canary-Requisitioner _____
Pink-Vice President _____
Gold-Independent Contractor _____
Administrator _____
Dean _____
Vice President _____
Other _____

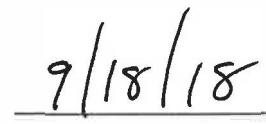
Signature _____
5801 N. Kenneth Ave. Chicago, IL 60646
Address _____
312.296-0336 randyjbarnette @ gmail.com
Telephone _____ Email address _____
Social Security no. or FEIN _____

Mr. Barnette has agreed to the following activities and services:

- A. Pursuing Illinois Capital dollars pending in the Governor's Office. (Governor Quinn allocated \$3,000,000 to Triton College for the Health & Science building. Triton has collected \$1,350,000 of that initial sum. The newly elected Governor Rauner put a hold on all funds allocated by the former Governor. Triton can make an appeal to recuperate funds.)
- B. Briefing Triton College President on matters related to legislation and issues before the Illinois General Assembly and other entities that regulate community colleges.
- C. Under direction of Triton's President, work on issues pertaining to the Illinois Community College Board.
- D. Coordinate with college President in matters of training, retreats and updates to the roles and responsibilities of the Board of Trustees. Presenting to the Board of Trustees or individual members when directed to do so by the President.
- E. Special projects, as mutually agreed to by both parties.
- F. The contract may be cancelled by either party with a 30-day notice.



Randall J. Barnette
Independent Contractor



Date

Mark Stephens
Board Chairman

Date

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

Meeting of October 16, 2018

ACTION EXHIBIT NO. 16204

SUBJECT: MOHAWK RESOURCES LTD AUTOMOTIVE EQUIPMENT PURCHASE

RECOMMENDATION: That the Board of Trustees approve the purchase of a Hunter wheel alignment system in the amount of \$28,368.07 from Mohawk Resources Ltd. Equipment purchased includes a Hunter WA684 wheel aligner, Hunter HE 421 WM sensor, and other related accessories. This purchase also includes installation in T105 and training for Triton faculty by the seller's representative, Hunter Engineering Company. This equipment is to be paid from FY19 Perkins Grant Funds

RATIONALE: This equipment will replace a seven-year old unit that has not been updated and cannot handle vehicles newer than 2011. Approximately 80% of the shops in the Chicago area use Hunter equipment. The new system will provide students with the skills needed to work in the highly paid automotive field. This equipment was publicly bid by Sourcewell (formerly National Joint Powers Alliance [NJPA]), contract no. 061015-MRL. Sourcewell is a local government unit under the Minnesota constitution, and is authorized to establish competitively awarded cooperative purchasing contracts on behalf of its member agencies. Joint purchases with other state governments is allowed by Illinois state statute. Triton College has been a member of Sourcewell/NJPA since 2012.

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

Submitted to:

Mr. Ken Davis
kennethdavis@triton.edu
Triton College
2000 5th Ave
River Grove, IL 60171
708-456-0300

Quoted through:

MOHAWK RESOURCES LTD

**WA684 (MSRP: \$18,800.00)**

14,678.66

Aligner with Premium Large Cabinet & 27" Widescreen LCD. Includes:

- Cordless VIN Barcode Scanner
- CodeLink(TM) Cordless OBD-II Steering System Reset
- Hunter Shop Tough(TM) PC with Windows 10
- Award-Winning WinAlign(R) software
- 2 years free vehicle specs & WebSpecs(R) instant specs by web
- Tool & Kit Database with required tools replacement part numbers
- Full Digital Photo Adjustments & Instruction Video Library
- Exclusive tools including WinToe(TM) Shim-Select(R) II, CAMM(R) and ABC
- Live Ride Height & WinAlign Tuner(TM) application for modified vehicles
- TPMSpec(TM) Database (Vehicle Specific Sensor Type & Reset Procedures)
- Premium Color Printer, Wired & Wireless Network, Power Line Filter/Protector
- Certified iShop & ASANET compliant
- Professional Installation & On-Site Training
- Made in USA

**HE421WM (MSRP: \$15,710.00)**

12,266.05

HawkEye Elite cameras wall or ceiling mounted are perfect when space is at a premium or for straight or angled approach bays.

- No moving parts, yet still allows the vehicle to be lifted to a comfortable working height.

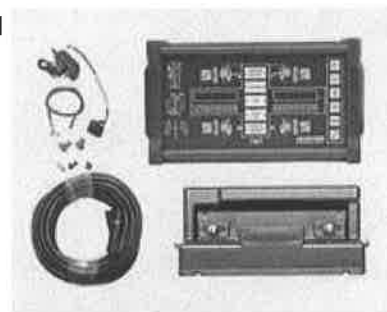
- 4 Patented PentaCam 5 Megapixel High Definition Cameras
- Patented Elite QuickGrip(R) wheel adaptors, no metal to metal contact
- "TD" Three Dimensional Wheel Targets
- QuickComp single motion roll
- Turnplate Bridges
- Made in the USA



20-2882-1 (MSRP: \$1,550.00)

1,210.21

Cordless Remote Indicator Kit - Includes Cordless Remote Indicator and recharging bracketry for 6,7, & 8 Series Cabinets



69-1025-2 (MSRP: \$273.00)

213.15

Equipment Cover for WA58x/68x cabinets with conventional passenger-car sensors/targets or HD truck cabinets. This cover will also fit S811s with DSP306T/506T and DSP400/600 sensors.



Prices subject to change without notice.

Subtotal

\$28,368.07

(\$36,333.00 MSRP)

This proposal is good through 09/07/2018

Total investment

\$28,368.07

Electrical and compressed air connections to equipment are not included on this quotation

Estimated Delivery: 10-15 Business Days ARO

For purchase using the: Sourcewell (Formerly) Awarded Contract

Contract Number: 061015-MRL

Contract Period: 7/21/2015 - 7/21/2019

Triton College Sourcewell Member ID # 71945

Please be advised that these prices are competitively bid and awarded and are guaranteed to be the lowest government price.

Freight is included in costs

Any required concrete work is to be supplied by an outside contractor or the end user and is not included in this quote.

If you have any technical questions, please contact Kent Simpson of Hunter Engineering at 847-553-5876

If you have any questions regarding this quote or if you would like to place an order, please contact Tim Gralewski of Mohawk Resources at 800-833-2006, ext 20.
timg@mohawklifts.com

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

Meeting of October 16, 2018

ACTION EXHIBIT NO. 16205

SUBJECT: **AUTHORIZATION FOR RELEASE AND SALE OF COLLEGE
PROPERTY AT THE WCMC ONLINE AUCTION**

RECOMMENDATION: That the Board of Trustees approve the release and/or sale of college
property; specifically, a 2005 Ford E350 Van.

RATIONALE: The vehicle is not cost effective to maintain operation. The Board hereby releases
all property contained herein for sale at the WCMC public auction.

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>Date</u>
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Related forms requiring signature: Yes _____ No X



TRITON COLLEGE, District 504
Board of Trustees

Meeting of October 16, 2018

ACTION EXHIBIT NO. 16206

SUBJECT: TWO-YEAR INSTALLATION AGREEMENT
WITH EVANS AND SUTHERLAND

RECOMMENDATION: That the Board of Trustees approve the purchase of the Digistar 6 planetarium software and technology from Evans and Sutherland, which is the sole-source provider for this software. The software will add thousands of modules and tools addressing STEAM (Science, Technology, Engineering, Arts and Mathematics) topics. This will substantially increase the range of subjects available to Triton courses, visiting groups, and the District as a whole. The total cost, including installation, delivery and one-year warranty, will not exceed \$96,500. Fifty thousand dollars (\$50,000) of the purchase will be paid from the FY19 Cernan Budget; the remaining \$46,500 will be funded by the FY20 Cernan Budget.

RATIONALE: Over the past three years, the number of Triton faculty and students utilizing the planetarium has increased by an average of 61% annually creating a need for increased customized content, rather than purchasing fully canned shows. The proposed funding for the Digistar 6 planetarium software would otherwise be used to purchase canned shows during FY19 and FY20. The annual cost for new programs would be reduced, saving a projected \$76,000 in related expenses over the next five years. This purchase of computer technology is not subject to Illinois bidding statutes. There is a six-month lead time for delivery and installation from the date of original order.

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

DIGISTAR 6

Pricing Proposal

2018

Proposal

18 September 2018

Quotation #MG-40404

Kris McCall
Cernan Earth and Space Center
Triton College

Dear Ms. McCall:

This document contains pricing and project-specific items. The accompanying brochure, *Product Description and Company Profile*, provides an overview of the Digistar 6 features and an introduction to Evans & Sutherland (E&S) and selected key staff members.

This proposal is for Digistar 6 Image Generator.

We have created a set of short (under 7-minute) overview videos of the Digistar 6 User Interface. These videos may be viewed at:

<https://www.es.com/Digistar/Tutorials.aspx>

As the pioneer of computer graphics and digital planetariums, we have been building Digistar digital planetarium systems for 35+ years. We have designed Digistar to make your work easier and give you greater flexibility.

If I can help you with any additional information, please let me know. Our team is looking forward to working with you.

Thank you,

Mike George
Sales and Marketing Coordinator
MGeorge@es.com
+1 801 588-7509

Evans & Sutherland pioneered computer graphics in the 1960s, and today we focus our heritage of innovation on the digital planetarium industry we invented in 1983. Thirty-five years of development and global leadership make Digistar 6 the most powerful digital theater system in the world. Your mission is our mission. We are the industry's largest dedicated team, including 10+ software engineers and a team of hardware engineers working to increase our value to the Digistar 6 network every day.

Choosing Digistar 6 instantly brings a prestigious worldwide community into your theater:

- **FRESH CONTENT:** Digistar Cloud technology connects you directly to sites like the Griffith Observatory, Adler Planetarium, US Air Force Academy, Denver Museum of Nature & Science, China Science & Technology Museum, European Southern Observatory, EC1 Poland, Science Center Singapore and many others who create and share fresh content on a daily basis
- **LIVE CONNECTIONS:** Digistar Domecasting allows you to join web broadcast planetarium shows lead by industry leaders like Dr. Carolyn Sumners at the Houston Museum of Natural Science, Thomas Kraupe at Planetarium Hamburg, Marc Horat of Luzern, Switzerland and many others
- **BIG DATA:** Digistar installs a wealth of diverse and continually growing content into your theater including STEAM, ESO, Data2Dome, High-Resolution Planetary Surfaces, Science on a Sphere, massive astronomical databases and much more

Digistar 6 is the most advanced tool to tell your own story:

- Use Show Builder to quickly assemble real-time shows
- Import data from other sources such as Unity, KML, Python, JavaScript and much more
- Explore the universe with Free-Flight Navigation and sidebar information pages
- Create day of advertisements for birthday parties, show sponsors, cross-promotional events

Your theater will have large staff results without the large staff. Most of our theaters operate with 1 or 2 people leveraging the largest network of users to put world-class quality on the dome.

The following pages and the Product Description will give you a detailed introduction to Digistar 6. We welcome your collaboration on creating the right tools for your organization and are excited at the prospect of welcoming you to our community.

Executive Summary

Digistar 6 Digital Projection Systems

Digistar 6 Image Generator Rack to drive a single JVC DLA-SH4NL	\$	95,000
Includes two (2) Digistar 6 workstation licenses and one (1) 10-year show license from the E&S produced shows listed in Notes		

Notes: E&S show list: *Cosmic Adventures, Edge of Darkness, Ice Worlds, Invaders of Mars!, Journey to Infinity, Microcosm, Mystery of the Christmas Star, New Horizons, Robot Explorers, Secrets of the Sun, Seven Wonders, Stars of the Pharaohs, Universe, Violent Universe, and Wonders of the Universe*

System Deliverables

Deliverable	Details
Digistar 6 Image Generator System	<ul style="list-style-type: none"> ■ One Dell Host Computer <ul style="list-style-type: none"> • 1TB SSDs ■ (2) Dell Graphics Computer(s) <ul style="list-style-type: none"> • Dual 8 core Intel Xeon processor • 32GB RAM • Graphics card • 8X DVD ROM • Two 1TB hard disk drives ■ One 24" monitor (at the rack) ■ Keyboard and mouse (at the rack)
Digistar 6 Software	<ul style="list-style-type: none"> ■ Full-featured digital planetarium with extensive library of models ■ ES Video Fulldome Production Software ■ Real-time 3D computer graphics ■ Fulldome video playback ■ Virtual slide and video projectors ■ Ability to create own shows
Operator Console	<ul style="list-style-type: none"> ■ Two 24" flat screen high-resolution LCD displays ■ One backlit keyboard and mouse ■ One wireless hand-held control (iPad Mini with Retina display) ■ One joystick ■ One Xbox controller
Integrated 5.1 Sound System Output	<ul style="list-style-type: none"> ■ Connects into your audio system or an optional audio system you buy from us
System Installation	<ul style="list-style-type: none"> ■ Included
Projection Systems	<ul style="list-style-type: none"> ■ Existing single JVC DLA-SH4NL

System Deliverables

Deliverable	Details
Complete Documentation	<ul style="list-style-type: none"> ■ Digistar 6 Documentation ■ Site preparation guides ■ Full Digistar 6 software help manual ■ Backup copies of software ■ System settings and calibration data ■ Full suite of online tutorials and electronic examples
Training	<ul style="list-style-type: none"> ■ Two days of on-site Operator and Maintenance Training. ■ Five days Digistar 6 Real-time Training. This training will be performed in Salt Lake City (travel and accommodations not included).
One Year Digistar 6 Limited Warranty	<ul style="list-style-type: none"> ■ 24-hour telephone support ■ Prompt and thorough email support ■ Dell next-business-day, on-site support for computers (where available by Dell) ■ Digistar 6 software updates ■ Exchange of failed hardware parts
DUG Digistar Users Group	<ul style="list-style-type: none"> ■ One-year Membership
Full dome Shows and Content	<ul style="list-style-type: none"> ■ Ten-year license to the following fulldome shows: <ul style="list-style-type: none"> • <i>Two Small Pieces of Glass</i> • <i>IBEX – Search for the Edge of the Solar System</i> • <i>Losing the Dark</i> • <i>The Future of Human Space Exploration</i>, by NASA • <i>Journey to the Centre of the Milky Way</i>, by ESO ■ Perpetual license to Volume 1 from E&S Fulldome Clip Library (approx. 10 minutes of fulldome clips)

Notes

- Prices for all items proposed are in U.S. dollars (USD) and are Firm Fixed Price, FCA Salt Lake City, Utah and do not include any (i) sales, use, value-added and/or like taxes, (ii) duties, export/import license fees, (iii) commissions or dealer fees, (iv) film royalties and withholding taxes, any such taxes, fees (including building licenses) or other costs are the sole responsibility of the buyer. All prices are quoted in accordance with, and are based on, E&S general terms and conditions of sale. Any modifications and/or changes requested by the buyer to the terms and conditions will impact the prices offered.
- Price includes installation and one-year warranty.
- Shipping and insurance is estimated at \$1,200 (not to exceed \$1,500).
- Equipment to be received at Triton College no later than June 22, 2019.
- Installation to be scheduled for July 1-3, 2019.
- This quotation is valid for maximum of 120 days from the date of the document.
- A comprehensive Site Preparation Guide will be provided with site requirement details to accommodate the selected Digistar 6 system.
- Payment terms:
 - \$50,000 down payment with order placement
 - Balance due within 45 days of client acceptance

DIGISTAR® 6 SALES AGREEMENT

This Agreement is between Evans & Sutherland Computer Corporation, a Utah (USA) Corporation, acting through its Digital Theater Group, located at 770 Komas Drive, Salt Lake City, Utah 84108 (referred to as "E&S®"), and Community College District 504, commonly known as Triton College, located at 2000 5th Avenue, River Grove, IL 60171 (referred to as "Buyer"), and is for the sale by E&S of a Digistar® 6 fulldome, 3D graphics projection system to the Buyer.

This document is both an offer to sell and upon execution by both Parties shall become the Sales Agreement between E&S and Buyer. Accordingly, this offer to sell and the prices contained herein shall expire upon the earlier of; (a) the date this Agreement is signed, or (b) January 31, 2019.

The Parties agree that this Agreement and the terms and conditions herein govern the sale by E&S of a Digistar 6 to the Buyer.

Each Party, by its execution hereof, warrants that it has the authority to enter into this Agreement and grant the rights and perform the obligations contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in witness whereof, the Parties have caused this Agreement to be signed by their duly authorized representatives, in their official capacities only, and it shall become effective on the last date listed below.

For: Evans & Sutherland Computer Corp.
Digital Theater Division

For: Community College District 504
Triton College

By: _____

By: _____

Name: Kirk D. Johnson

Name: Mark Stephens

Title: President & COO

Title: Board Chairman

Date: _____

Date: October 16, 2018

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "AAA" means the American Arbitration Association as represented by any of the organizations regional offices.
- 1.2 "Agreement" means this Agreement and its Attachments, as amended and supplemented from time to time.
- 1.3 "Attachment" means attachments, schedules, exhibits and addenda to this Agreement.
- 1.4 "Buyer" and "E&S" have the meaning given in the initial paragraph of this Agreement and may hereinafter be referred to individually as a "Party" and collectively as the "Parties".
- 1.5 "Buyer Representative" means the individual appointed herein by the Buyer to act on its behalf for all matters relating to this Agreement and any replacement person as may be appointed.

- 1.6 “*Confidential Information*” is information which E&S or Buyer desire to protect against unauthorized disclosure or use and which is (a) disclosed in tangible form clearly marked or identified as confidential or proprietary at the time of disclosure, or (b) disclosed in non-tangible form, identified as confidential or proprietary at the time of disclosure, and summarized sufficiently for identification and designated as confidential or proprietary in a written memorandum sent to the receiving Party within thirty (30) calendar days of disclosure. Confidential Information may include information of third parties. The terms and conditions of this Agreement are considered Confidential Information, except to the extent that such disclosure is required by applicable laws, rules and regulations regarding freedom of information. The economic terms of this Agreement, the Documentation and the Software provided with the System are Confidential Information for purposes hereof, except as otherwise required to comply with freedom of information laws.
- 1.7 “*Documentation*” means information and data regarding the installation, operation and maintenance of the System. Documentation may be in written or electronic medium.
- 1.8 “*E&S Representative*” means the individual appointed by E&S herein to act on its behalf for all matters relating to this Agreement, except its amendment, and any replacement representative appointed as provided herein.
- 1.9 “*Price*” means the amount to be paid to E&S by the Buyer pursuant to Section 3.1; as such amount may be adjusted as provided herein.
- 1.10 “*Show*” means a production of content, which can be displayed using a Digistar 6 or other similar playback equipment. A Show may include, but is not limited to by way of example, pre-rendered objects, backgrounds, audio (narration and music), time-line choreography and movement of the objects within the scene to create a flow of such objects, narration and music into one integrated presentation.
- 1.11 “*Site*” means the building, facility, plant, auditorium, theater or other location where the System will be physically installed.
- 1.12 “*Software*” means the computer programs, star data files, coordinate grids, and constellation data files owned by E&S and licensed to the Buyer under this Agreement. The Software consists of machine-readable object code and specifically excludes sources or source code.
- 1.13 “*System*” means the Evans & Sutherland Digistar 6 planetarium projection system and Show Production System described herein with any associated equipment, Software, Documentation, and services.
- 1.14 “*Warranty Period*” means a period of twelve (12) consecutive calendar months commencing from shipment of the system.

2. DELIVERABLES AND SERVICES

2.1. The following is included with the Digistar 6 System

Digistar 6 System including:

- (2) Graphics Processors plus one (1) Host PC
- Digistar 6 Software
 - Full-featured digital planetarium with extensive library of models
 - Real-time 3D computer graphics
 - Fulldome video playback
 - Real-time 3D audio

- Virtual slide and video projectors
- Ability to create own shows
- Two (2) days of on-site training
- (1) Day Digistar 6 theater training on projector maintenance and alignment

Workstations

- (2) Digistar 6 workstation licenses

Complete Documentation

- Digistar Documentation
- Full suite of online tutorials and electronic examples to accompany printed documentation (when available)

To the extent available, documentation will be provided in both electronic and hard copy for and in duplicate.

Twelve (12)-Month Digistar Limited Warranty

- 24 hr. telephone support
- Excellent service and support
- Dell onsite support for PCs
- Prompt and thorough email support
- Exchange of failed hardware parts with prior Return Authorization (does not include consumable items such as lamps)

3. PRICES

3.1 *Price.* The Buyer shall pay E&S the aggregate sums listed below (Price) for the Systems. Such Price is subject to adjustment for change orders, and as otherwise provided herein.

Digistar 6 System (Includes two (2) Digistar 6 workstation licenses and one
 (1) 10-year unlimited show license from the E&S produced shows) \$ 95,000
 Shipping \$ 1,500
Total \$ 96,500

3.2 *Conditions.* The Price is FCA E&S' facility in Salt Lake City, Utah with shipping and insurance costs paid by Buyer. The Price is exclusive of and the Buyer shall pay all (a) duties, export/import costs, licenses or fees (including building permits). To the extent that such duties, export/import costs, licenses or fees have been paid by E&S, Buyer shall reimburse E&S for them.

3.3 *Taxes.* Taxes: Buyer is a unit of local government and is exempt from all taxation obligations. Buyer shall provide documentation of such exemption upon request.

3.4 *Tax Exemption.* If Buyer claims exemptions from applicable taxes, Buyer must furnish to E&S, at the time this Agreement is signed, a copy of the exemption certificate or other evidence of exemption.

4. PLANNING AND SCHEDULING

4.1 Delivery is scheduled for the following dates:

- a) 90 days after signing of this Agreement.
- 4.2 *Buyer Representative.* The Buyer appoints Sean Sullivan, Vice President of Business Services, in his official capacity only, to act on its behalf for all business and administrative matters arising under this Agreement. E&S has the right to rely on and the Buyer will be bound by all written acts, decisions and notices from the Buyer Representative. The Buyer may from time to time appoint a substitute Buyer Representative by written notice to E&S. The Buyer Representative may be reached by phone at 708-456-0300 x 3408.
- 4.3 *E&S Representative.* E&S appoints Mr. Kirk Johnson, President and COO, to act on its behalf for all business, and administrative matters arising under this Agreement except amendments hereto. Buyer has the right to rely on and E&S will be bound by all written acts, decisions and notices from the E&S Representative. E&S may from time to time appoint a substitute E&S Representative by written notice to the Buyer. The E&S Representative may be reached by phone at (801) 588-7511 and by fax at (801) 588-4520.

5. PAYMENTS

- 5.1 *Timing of Payments.* The Price shall be paid in accordance with the following schedule:
- a) Down payment on signing of Agreement (due NET 15 days) \$50,000
- b) System acceptance (due net 45 days) Balance due
- 5.2 *Past Due.* All payments are due and payable on the date relating to the above-described events and any payment shall be past due thirty (30) calendar days thereafter.
- 5.3 *Billing Address.* If Buyer's billing address differs from that in the first paragraph of this Agreement then invoices shall be sent to:

Name: _____
 Address: _____
 City: _____
 State: _____
 Postal Code: _____

Contact for billing issues, if different from Buyer's Representative: _____

Billing contact's telephone No.: _____

- 5.4 *Payment Method.* All payments hereunder shall be made in the lawful currency of the United States and made by check or wire transfer sent to the following:

BY CHECK

Evans & Sutherland
 770 Komas Drive
 Salt Lake City, UT 84108

BY WIRE TRANSFER:

Bank: Key Bank
 Address: 36 S State Street, Suite 2600
 Salt Lake City, UT 84111
 ABA: 124000737
 Acct. No: 449681028600
 Swift: KEYBUS33
 Credit: Evans & Sutherland Computer Corp.

- 5.5 *Late Payment Charges.* A late fee of 1.5% per month (18% APR), or the maximum amount permitted by applicable law, whichever is lesser, will be charged on all accounts 45 days past

due. In the event it becomes necessary for E&S to place an account for collection, Buyer agrees to pay all expenses, charges and costs relating thereto including reasonable attorney's fees.

6. DELIVERY AND ACCEPTANCE

- 6.1 *Delivery.* The Digistar 6 and any associated equipment will be delivered to the carrier FCA, E&S' facility, Salt Lake City, Utah on or before the delivery date listed above, with shipping and insurance charges paid by Buyer. All System components and parts shall be prepared by E&S for shipment in a manner consistent with reasonable and adequate protection for normal carrier transportation.
- 6.2 *Transfer of Title and Risk of Loss.* Title to and risk of loss of the System shall pass to the Buyer upon delivery of the System by E&S to the carrier.
- 6.3 *System Insurance.* The Buyer agrees to insure the System from the time it is delivered to the carrier until all money owing for the System has been paid to E&S.
- 6.4 *Delivery Address and Contact Name.* If the delivery address differs from that in the first paragraph of this Agreement then delivery shall be made to:

Name: Kris McCall
 Address: 2000 5th Avenue
 City: River Grove
 State: Illinois
 Postal Code: 60171

Contact for delivery issues, if different from Buyer's Representative: Kris McCall

Delivery contact's telephone: 708-456-0300 x 3408

7. LIMITED WARRANTY

- 7.1 *Limited System Warranty.* E&S warrants that for a period of 12 months (Warranty Period) from the date of shipment of the System, the equipment comprising the System will conform in all material respects to the functional specifications contained in this Agreement and will be free from "material" defects in workmanship and materials.
- 7.2 *Limited Software Warranty.* E&S warrants that for a period of 12 months (Warranty Period) from the date of shipment of the System, the Software will conform in all material respects to specifications contained in this Agreement, and will be free from "material" defects.
- 7.3 *E&S' Responsibility.*
 - a) During the Warranty Period E&S will replace any part or component of the System which fails to meet or causes the System to fail to meet the functional specification. Such replacement will be made by exchanging the failed part with a new or repaired part from E&S' inventory. This warranty excludes any and all consumables such as projector lamps. The cost of shipping failed parts to E&S is the responsibility of the Buyer and shipment of replacement parts to the Buyer is the responsibility of E&S. All failed parts returned by the Buyer to E&S shall become the property of E&S.
 - b) THE PROVISIONS OF THIS SECTION SET FORTH E&S' ENTIRE LIABILITY AND BUYER'S SOLE REMEDIES WITH RESPECT TO WARRANTY CLAIMS.

8. TERMINATION

- 8.1 *Termination for Cause.* If a Party breaches any of the material terms and conditions of this Agreement, the non-breaching Party may terminate this Agreement upon thirty (30) days' written notice to the breaching Party specifying such breach, unless within the period of such notice, all

breaches specified in such notice have been remedied, or unless the breach is one which, by its nature, cannot be fully remedied in thirty (30) days, but the breaching Party has undertaken reasonable, good faith efforts toward remedying the breach within such period, and continues to use reasonable, good faith and diligent efforts to remedy the breach. Neither Party may terminate this Agreement for any reason apart from Breach.

9. OWNERSHIP

Except as expressly provided herein, nothing in this Agreement, including the furnishing of any Confidential Information by either Party, shall be construed as granting to the other Party either expressly, by implication, estoppel or otherwise, any right, title or interest in the property of the other Party. E&S or its licensors own and will retain all rights, title, and interests, including but not limited to trademarks, copyrights, patents, patent rights, trade names, trade secrets, and other intellectual property rights, in and to the System, and in algorithms, know-how, ideas, techniques, procedures and concepts embodied therein. Buyer does not obtain any rights, title, or interests, including but not limited to such intellectual property rights, in the System by this Agreement.

10. SOFTWARE AND SHOW LICENSES

10.1 *Software*: E&S owns certain computer programs that are an integral part of the Digistar 6 (referred to as "Software") and will license a copy of such Software to the Buyer under the following conditions.

10.1.1 *License*. Software is licensed, not sold. E&S grants and the Buyer accepts, subject to the terms and conditions of this Agreement including payment of the Price, a perpetual (unless terminated as provided herein) non-transferable and non-exclusive license to use the Software included in the System in object code form. Buyer may (a) copy and use such Software only on the System; (b) copy the Documentation for use with such Software; and (c) make backup and archival copies of such Software. Buyer shall not, unless expressly provided for herein, (a) assign, license or voluntarily transfer, whether by operation of law or otherwise, its rights hereunder; (b) loan, rent, lease, give, license or sublicense the Software to any party; (c) de-compile, disassemble or otherwise reverse engineer the Software; (d) modify, translate or create derivative works of the Software; or (e) remove any copyright or other proprietary designations from the Software.

10.1.2 *Right to Merge*. The Buyer may merge the Software with other software material to form an updated work. Any portion of the Software included in an updated work is subject to all the terms of this Agreement, and shall carry the same E&S copyright notice. However, the Buyer agrees and waives its rights under the Warranty provisions of this Agreement for any period(s) during which the Buyer uses the Software furnished hereunder in a merged form. If, for any reason, this license is terminated, the Buyer agrees to completely remove the Software or any portion of it from any updated work.

10.1.3 *Buyer Developed Software*. The Buyer may develop separate, additional programs or software, for projection and display by the System. Any software so developed is the property of the Buyer. No warranty is expressed or implied by E&S regarding such Buyer developed software.

10.2 *Shows*: E&S owns certain Shows that have been produced for use in all-dome projection systems. Under the terms of this Agreement, E&S is licensing one (1) such Show(s) to the Buyer as a perpetual license. The following apply to this license:

10.2.1 Title to and ownership of the Show(s) shall at all times remain with E&S. This ownership includes all rights in the Show(s), including all rights in patents, copyrights, trade secrets and other intellectual property rights applicable to the Show(s), and as such, all rights shall remain vested in E&S.

- 10.2.2 Buyer agrees to protect E&S' property rights by not disclosing or making the Show(s) and/or documentation delivered to it available in any form or in any media to any other person, company, institution or organization. Redistribution in any form or manner is strictly prohibited.
- 10.2.3 Buyer agrees not to: (a) de-compile, disassemble or otherwise reverse engineer the Show(s), (b) modify, translate or create derivative works of the Show(s) or (c) remove any copyright or other proprietary designations from the Show(s), except as specifically provided herein.
- 10.2.4 The license is non-exclusive and E&S may distribute the Show(s) or portions thereof for exhibition in any media and to any other venue on whatever terms E&S deems acceptable.
- 10.2.5 Buyer is solely responsible, at its own cost and expense, for maintenance of the Show(s) after they have been installed and shown to be operational.

10.3 Captured Media Usage: The System has the ability to capture high resolution dome originals from real time and video content displayed on the system. User is granted certain rights to use material captured from the System. The following conditions apply:

10.3.1 Copyright, Use and Distribution: Evans & Sutherland retains the copyright for features built into Digistar 6. User is granted permission to use captured material in-house at User's facility. User may also distribute captured material to Digistar 3, Digistar 4, Digistar 5, and Digistar 6 sites and the DUG Library. Prior written permission, which shall not be unreasonably denied, from E&S is required to distribute captured material outside of the Digistar community. AMNH Digital Universe data may not be captured; user is responsible for securing permission to use Digital Universe and any other copyrighted third-party material. User indemnifies and holds harmless Evans & Sutherland for any inappropriate use of any copyrighted third party material.

10.3.2 Credits: When content captured by Digistar appears in a show or presentation, a written credit must be included that acknowledges "Evans & Sutherland Digistar 6" as a production source.

10.3.2.1 Example credits: This show was created on an Evans & Sutherland Digistar 6 system; or Digital starfield was created on an Evans & Sutherland Digistar 6 system.

11. INDEMNIFICATION

11.1 Intellectual Property Infringements. If notified promptly of any action brought against Buyer based on a claim that the System, or any portion thereof, which was provided by E&S, infringes any issued patent, registered copyright, registered trademark, or is a misappropriation of a trade secret, E&S will defend such action at its expense and will pay all costs and damages (including, without limitation, reasonable attorneys' fees) finally awarded in, or in settlement of, any such action, provided that E&S shall have no liability for any settlement or compromise made without its consent. To qualify for such defense and payment, Buyer must allow E&S to control fully the defense of such action and all related settlement negotiations. Additionally, the Buyer shall, upon the request of E&S, reasonably cooperate with E&S in such matters. In the event that a final injunction is obtained against Buyer's use of the System or any portion thereof by reason of such infringement, or if in E&S' reasonable opinion, the System or any portion thereof is likely to become the subject of such a claim, E&S will, at its expense and in its reasonable discretion, either procure for Buyer the right to continue to use the product, replace or modify the product so that it becomes non-infringing.

11.2 E&S General Indemnification. E&S will indemnify and hold harmless Buyer and its officers, employees, agents, representatives, successors, and assigns, from and against any and all claims,

demands, losses, costs, damages, liability or expense (including reasonable attorney's fees and costs) arising out of or in connection with: (a) any claim for unpaid compensation by E&S' employees or any contractor or subcontractor or supplier furnishing goods and services to E&S with regard to the System; (b) any claim arising from the acts or omissions of E&S, and/or its employees, or agents, officers or directors, whether negligent or intentional; and (c) any misrepresentation, breach of warranty or failure to comply with any of E&S' material obligations hereunder.

- 11.3 *Buyer General Indemnification.* Buyer will indemnify and hold harmless E&S and its officers, employees, agents, representatives, successors, and assigns from and against any and all claims, demands, losses, costs, damages, liability or expense (including attorney's fees), arising out of or in connection with: (a) any claim arising from the acts or omissions of Buyer, and/or its employees, or agents, officers or directors, whether negligent or intentional; (b) any misrepresentation, breach of warranty or failure to comply with any of Buyer's material obligations hereunder; and (c) the construction, operation, use and promotion of the System, including, without limitation, any damage caused by materials and equipment in the System which have not been provided by E&S hereunder.
- 11.4 *Notification.* In the event either Party is notified or otherwise becomes aware of a third party claim or action which is or might be the subject of this indemnification, they will promptly notify the other Party in writing.

13. LIMITATION OF LIABILITY

- 13.1 *Limitation of Liability.* IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUES OR PROFITS OR OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PURCHASE, INSTALLATION, USE OR PERFORMANCE OF THE SYSTEM, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COSTS OF REMOVAL AND REINSTALLATION OF ITEMS, LOSS OF GOOD WILL, LOSS OF PROFITS, LOSS OF USE OR INTERRUPTION OF BUSINESS.
- 13.2 *Commencement of Actions.* Claims, however asserted, arising out of this Agreement, shall be commenced within one year of the date the claim accrues. This Section 16.2 shall not, however, apply to actions for breaches of Software license provisions hereunder, or to actions for violations or infringements of E&S' rights relating to Software licensed thereunder.
- 13.3 *Maximum Aggregate Liability.* IN NO EVENT WILL E&S' TOTAL LIABILITY FROM ALL CAUSES OF ACTION OF ANY KIND RELATED TO THIS AGREEMENT, INCLUDING TORT, CONTRACT, NEGLIGENCE AND STRICT LIABILITY, EXCEED THE TOTAL PRICE PAID BY BUYER TO E&S.

14. PATENTS AND COPYRIGHTS

- 14.1 *Buyer Protection of E&S Rights.* The Buyer hereby agrees to protect E&S' patents, copyrights and other proprietary information to the same extent the Buyer would protect such rights if owned by the Buyer.

15. DISPUTE RESOLUTION

- 15.1 *Negotiation.* Prior to the commencement of arbitration proceedings respecting any dispute that the Parties' representatives are unable to resolve, the dispute will be referred in a timely manner

to progressively higher-level management for resolution. The foregoing procedure will not apply to any claim or allegation of a violation of confidentiality obligations hereunder.

- 15.2 *Resolution.* Any unresolved claim, dispute, or controversy arising from this Agreement will be resolved in the Circuit Court of Cook County, Illinois under the laws of the state of Illinois.

16. GENERAL TERMS AND CONDITIONS

- 16.1 *Entire Agreement.* This Agreement, including any Attachments hereto, constitutes the entire agreement between E&S and the Buyer with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, oral or written, between E&S and the Buyer with respect to such matters. Unless otherwise provided herein, this Agreement may not be modified, amended, rescinded, or waived in whole or in part, except by a written instrument signed by the duly authorized representatives of both Parties.
- 16.2 *Excusable Delays.* Neither Party will be responsible for delays in performance caused by acts of God or governmental authority, strikes or labor disputes, or fires or other loss of development facilities, unavailability of goods, or breach of contract by supplier (herein referred to individually or collectively as “Excusable Delay”), provided that the delaying Party promptly gives notice of such delay and provides reasonable documentation or evidence thereof to the other Party. The Party not relying on Excusable Delay may terminate this Agreement upon 10-calendar days notice to the delaying Party in the event of Excusable Delays exceeding one hundred twenty (120) calendar days.
- 16.3 *Choice of Law.* This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Illinois, United States of America (except the body of law controlling conflict of laws) and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods. The Parties agree that this Agreement is not, and shall not be considered for any purpose to be, an agreement of “agency” or “distributorship” within the meaning of applicable law. The Parties further agree that, to the extent this Agreement is construed under the laws of a country other than the United States of America, mandatory provisions of local law which cannot be waived or varied by the Parties will apply, and “standard” or “implied” contractual provisions are waived and will not be considered to the maximum extent permitted by applicable law. This Agreement will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party.
- 16.4 *Assignment.* This Agreement is not assignable without the prior written approval of the non-assigning Party, other than to a successor by merger or to a purchaser of substantially all the assets of the assigning Party. Any attempt to assign or transfer any rights, duties or obligations hereunder without such approval shall be void. Any amounts due or which become due under this Agreement may be assigned by E&S, provided that such assignment shall not be binding upon the Buyer unless and until the assignment is received by the Buyer.
- 16.5 *English Language.* All Documentation, designs, drawings, diagrams, manuals, instructions, Software, reports, notices and other materials to be provided by E&S or the Buyer under this Agreement shall be in the English language.
- 16.6 *Export/Import Licenses.* Where required, E&S shall obtain an export license. The Buyer shall be responsible for obtaining and paying for any import license and complying with all import regulations.
- 16.7 *Attorney’s Fees.* If any action at law or equity is brought to enforce or interpret the provisions of the Agreement, the prevailing Party will be entitled to costs and reasonable attorney’s fees in addition to any other relief to which it may be entitled.

- 16.8 *Headings.* The headings, titles and caption in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 16.9 *Counterparts.* This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Telecopied or facsimile signatures will have the same effect as original signatures.

END

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

Meeting of October 16, 2018


ACTION EXHIBIT NO. 16207

SUBJECT: JESSE BROWN VA MEDICAL CENTER

RECOMMENDATION: That the Board of Trustees approve the Associated Health Education Affiliation Agreement between the Department of Veterans Affairs (Jesse Brown Medical Center) and Triton College. These program specific agreements will become effective when signed by both parties and will expire on 9/1/2023. They may be terminated at any time by mutual consent, or by written notice by either party six (6) months in advance of the next clinical rotation. There is no cost to Triton College for this Agreement.

RATIONALE: This Agreement will enable students in the Triton College Nursing and Surgical Technology programs to participate in clinical education experiences within the Jesse Brown VA Medical Center. This is the Department of Veterans Affairs Agreement and stands as presented.

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 _____



**ASSOCIATED HEALTH EDUCATION AFFILIATION AGREEMENT
BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS (VA)
AND AN EDUCATIONAL PROGRAM**

*Use when trainees are enrolled in an educational program approved by an accrediting body recognized
by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA)*

VISN 12

VA NETWORK

Jesse Brown VA Medical Center, Chicago, IL 60612

VA HEALTHCARE FACILITY (including city and state)

Triton College, River Grove Illinois

NAME OF EDUCATIONAL INSTITUTION (including city and state)

Nursing, Associate Degree

PROGRAM/DISCIPLINE AND DEGREE(S)

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), establishes an affiliation between VA, its Veterans Integrated Service Networks, the listed VA facility or facilities, and the listed educational program for the academic purposes of enhanced patient care, education, and research. VA and the affiliated educational institution have a shared responsibility for the academic enterprise. The affiliated institutions accept primary responsibility for the integrated education programs conducted with VA while VA retains full responsibility for the care of VA patients and administration of its healthcare system. Additional responsibilities are delineated below.

RESPONSIBILITIES

1. The affiliated educational institution has the following responsibilities:

- A. Operate, manage, and assume overall educational responsibilities for the educational program and maintain accreditation by an agency that is recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA).
- B. Select trainees that meet qualifications as agreed upon by the educational institution and VA.
- C. Evaluate the trainee's performance and conduct in mutual consultation with VA staff and according to the guidelines outlined in the approved curriculum and accepted standards.

2. VA has the following responsibilities:

A. Operate and manage the VA facility and maintain accreditation by the Joint Commission and other accrediting entities as appropriate.

B. Appoint qualified healthcare professionals, as appropriate, as full-time or part-time staff of the facility to provide supervision of trainees and provide Veteran patient care.

C. Participate with the affiliated school in the academic programs of education and research, provide a quality learning environment, and supply sufficient resources for appropriate conduct of such programs.

D. Establish minimal qualifications for trainees coming to VA for clinical education.

E. Evaluate the trainee's performance and conduct in mutual consultation with the program director and according to the guidelines outlined in the approved curriculum and accepted standards.

F. Orient trainees and faculty to the VA facility and inform them that they are subject to VA rules and regulations while in a VA facility.

G. Dismiss any trainee from VA assignment in accordance with VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18, whichever paragraph applies.

H. VA will ensure that all trainees and faculty who will be assigned to VA receive VA appointments, to include issuance of appropriate letters of appointment documenting their appointment as VA employees.

I. Assure that staff with appropriate credentials will supervise trainees.

J. Assure that trainees with occupational injuries (including exposure to infectious or environmental hazards), will be assessed and, in emergency cases, initially treated at VA. Workers compensation coverage for trainees will be that which is provided under the Federal Employees' Compensation Act.

K. Appoint VA staff and appropriate school program faculty to the VA Partnership Council and its subcommittees. School program faculty will be chosen based on the extent of involvement in the VA training program and geographic proximity to the VA facility.

L. Conduct periodic reviews of academic programs and policies according to VA policies.

TERMS OF AGREEMENT

Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Ultimate responsibility for academic education rests with the affiliated institutions. Through this agreement, a collaboration is created with VA to enhance patient care, education, and research.

The participating institutions and VA comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-191, the Age Discrimination Act of 1975, and all related regulations, and assure that they do not, and will not, discriminate against any person on the basis of race, color, sex, disability, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between terms of this agreement and any applicable state or federal law, that state or federal law will supersede the terms of this agreement. In the event of conflict between state and federal law, federal law will govern.

Properly appointed faculty members and trainees of the sponsoring institutions, when at VA healthcare facilities or on VA assignment at offsite facilities and while furnishing professional services covered by this agreement, will have personal liability protection by the provisions of the Federal Employees' Liability Reform and Tort Compensation Act, 28 U.S.C. 2679 (b)-(d). The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

Amendments must be bilaterally executed in writing, signed by authorized representatives of both agencies. No oral or unilateral amendments will be effective. Only terminations done in accordance with the terms of this agreement may be done unilaterally.

Should disagreement arise as to the interpretation of the provisions of this agreement that cannot be resolved between the parties' designated Points of Contact, the area(s) of disagreement will be reduced to writing by each party and presented to the authorized officials at both participating entities. If settlement cannot be reached at this level, the disagreement will be raised to the next level in accordance with the parties' procedures for final resolution. Both parties will proceed diligently in performing their obligations under this agreement pending final resolution of any dispute arising hereunder.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until 9/1/2023 *[insert a date that is not to exceed ten years in the future and that allows for completion of the last training cycle during that period]* and supersedes any previous affiliation agreement. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

SIGNATURES FOR ACADEMIC INSTITUTION

*Signature of Program Director or Responsible Official for the
Educational Institution*

Date of Signature

Mark R. Stephens

Typed Name of Individual Signing Above

Chairman, Board of Trustees

Typed Title of Individual Signing Above

Signature of Educational Program Designated Institutional Officer

Date of Signature

Magdelin Enich

Typed Name of Individual Signing above

Chairperson, Nursing

Typed Title of Individual Signing Above

*Signature of Dean or Equivalent Responsible Official for the
Educational Institution*

Date of Signature

Susan Campos

Typed Name of Individual Signing Above

Dean, Health Careers and Public Service

Typed Title of Individual Signing Above

SIGNATURES FOR DEPARTMENT OF VETERAN AFFAIRS

Signature of Responsible VA Official for Educational Program

Signature of VA Designated Education Officer

Date of Signature

Date of Signature

Typed Name of Individual Signing Above

Andrea D. Birnbaum, MD, PhD

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

ACOS for Education

Typed Title of Individual Signing Above

*Signature of Director or Equivalent Responsible Official for VA
Healthcare Facility*

Date of Signature

Marc A. Magill, MS

Typed Name of Individual Signing Above

Medical Center Director

Typed Title of Individual Signing Above



**ASSOCIATED HEALTH EDUCATION AFFILIATION AGREEMENT
BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS (VA)
AND AN EDUCATIONAL PROGRAM**

Use when trainees are enrolled in an educational program approved by an accrediting body recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA)

VISN 12

VA NETWORK

Jesse Brown VA Medical Center, Chicago, IL 60612

VA HEALTHCARE FACILITY (including city and state)

Triton College, River Grove Illinois

NAME OF EDUCATIONAL INSTITUTION (including city and state)

Surgical Technology Certificate

PROGRAM/DISCIPLINE AND DEGREE(S)

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), establishes an affiliation between VA, its Veterans Integrated Service Networks, the listed VA facility or facilities, and the listed educational program for the academic purposes of enhanced patient care, education, and research. VA and the affiliated educational institution have a shared responsibility for the academic enterprise. The affiliated institutions accept primary responsibility for the integrated education programs conducted with VA while VA retains full responsibility for the care of VA patients and administration of its healthcare system. Additional responsibilities are delineated below.

RESPONSIBILITIES

1. The affiliated educational institution has the following responsibilities:

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- B. Select trainees that meet qualifications as agreed upon by the educational institution and VA.
- C. Evaluate the trainee's performance and conduct in mutual consultation with VA staff and according to the guidelines outlined in the approved curriculum and accepted standards.

2. VA has the following responsibilities:

- A. Operate and manage the VA facility and maintain accreditation by the Joint Commission and other accrediting entities as appropriate.
- B. Appoint qualified healthcare professionals, as appropriate, as full-time or part-time staff of the facility to provide supervision of trainees and provide Veteran patient care.
- C. Participate with the affiliated school in the academic programs of education and research, provide a quality learning environment, and supply sufficient resources for appropriate conduct of such programs.
- D. Establish minimal qualifications for trainees coming to VA for clinical education.
- E. Evaluate the trainee's performance and conduct in mutual consultation with the program director and according to the guidelines outlined in the approved curriculum and accepted standards.
- F. Orient trainees and faculty to the VA facility and inform them that they are subject to VA rules and regulations while in a VA facility.
- G. Dismiss any trainee from VA assignment in accordance with VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18, whichever paragraph applies.
- H. VA will ensure that all trainees and faculty who will be assigned to VA receive VA appointments, to include issuance of appropriate letters of appointment documenting their appointment as VA employees.
- I. Assure that staff with appropriate credentials will supervise trainees.
- J. Assure that trainees with occupational injuries (including exposure to infectious or environmental hazards), will be assessed and, in emergency cases, initially treated at VA. Workers compensation coverage for trainees will be that which is provided under the Federal Employees' Compensation Act.
- K. Appoint VA staff and appropriate school program faculty to the VA Partnership Council and its subcommittees. School program faculty will be chosen based on the extent of involvement in the VA training program and geographic proximity to the VA facility.
- L. Conduct periodic reviews of academic programs and policies according to VA policies.

TERMS OF AGREEMENT

Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Ultimate responsibility for academic education rests with the affiliated institutions. Through this agreement, a collaboration is created with VA to enhance patient care, education, and research.

The participating institutions and VA comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-191, the Age Discrimination Act of 1975, and all related regulations, and assure that they do not, and will not, discriminate against any person on the basis of race, color, sex, disability, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between terms of this agreement and any applicable state or federal law, that state or federal law will supersede the terms of this agreement. In the event of conflict between state and federal law, federal law will govern.

Properly appointed faculty members and trainees of the sponsoring institutions, when at VA healthcare facilities or on VA assignment at offsite facilities and while furnishing professional services covered by this agreement, will have personal liability protection by the provisions of the Federal Employees' Liability Reform and Tort Compensation Act, 28 U.S.C. 2679 (b)-(d). The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

Amendments must be bilaterally executed in writing, signed by authorized representatives of both agencies. No oral or unilateral amendments will be effective. Only terminations done in accordance with the terms of this agreement may be done unilaterally.

Should disagreement arise as to the interpretation of the provisions of this agreement that cannot be resolved between the parties' designated Points of Contact, the area(s) of disagreement will be reduced to writing by each party and presented to the authorized officials at both participating entities. If settlement cannot be reached at this level, the disagreement will be raised to the next level in accordance with the parties' procedures for final resolution. Both parties will proceed diligently in performing their obligations under this agreement pending final resolution of any dispute arising hereunder.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until 9/1/2023 *[insert a date that is not to exceed ten years in the future and that allows for completion of the last training cycle during that period]* and supersedes any previous affiliation agreement. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

SIGNATURES FOR ACADEMIC INSTITUTION

Signature of Program Director or Responsible Official for the Educational Institution

Date of Signature

Mark R. Stephens

Typed Name of Individual Signing Above

Chairman, Board of Trustees

Typed Title of Individual Signing Above

Signature of Educational Program Designated Institutional Officer

Date of Signature

Teri Junge

Typed Name of Individual Signing above

Program Coordinator

Typed Title of Individual Signing Above

Signature of Dean or Equivalent Responsible Official for the Educational Institution

Date of Signature

Susan Campos

Typed Name of Individual Signing Above

Dean, Health Careers and Public Service

Typed Title of Individual Signing Above

SIGNATURES FOR DEPARTMENT OF VETERAN AFFAIRS

Signature of Responsible VA Official for Educational Program

Signature of VA Designated Education Officer

Date of Signature

Date of Signature

Typed Name of Individual Signing Above

Andrea D. Birnbaum, MD, PhD

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

ACOS for Education

Typed Title of Individual Signing Above

*Signature of Director or Equivalent Responsible Official for VA
Healthcare Facility*

Date of Signature

Marc A. Magill, MS

Typed Name of Individual Signing Above

Medical Center Director

Typed Title of Individual Signing Above

TRITON COLLEGE, District 504
Board of Trustees

Meeting of October 16, 2018

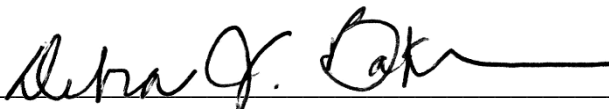
ACTION EXHIBIT NO. 16208

SUBJECT: RUSH OAK PARK HOSPITAL

RECOMMENDATION: That the Board of Trustees approve the Clinical Affiliation Agreement between Rush Oak Park Hospital and Triton College. This Agreement will become effective when signed by all parties and will expire on March 31, 2021. Before that time either party may terminate this Agreement, with or without cause, upon ninety (90) days prior written notice to the other party. Students currently enrolled at that point will be allowed to complete their clinical assignments. There is no cost to the college for this Agreement.

RATIONALE: This Affiliation Agreement will enable students in Triton College's Diagnostic Medical Sonography, Emergency Medical Technician, Radiologic Technology, Surgical Technology and Sterile Processing Technician programs to participate in clinical education experiences at Rush Oak Park Hospital. This is the Rush Oak Park Hospital standard Agreement and stands as presented.

Submitted to Board by: _____


(Vice President) Debra Baker

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes X

No _____

**STUDENT CLINICAL AFFILIATION AGREEMENT
BETWEEN**

**Triton College
AND
Rush Oak Park Hospital**

THIS AGREEMENT (the “Agreement”) is entered into this seventeenth day October of 2018, by and between **Rush Oak Park Hospital (“the Facility”)** an Illinois not-for-profit corporation, and Community College District 504, commonly known as **Triton College (“the School”)**.

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

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

A. SCHOOL RESPONSIBILITIES:

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

2. Student professional liability insurance.

Other Colleges and Universities

Unless otherwise specified in Exhibit C, the School shall maintain and provide proof to the Facility of professional liability insurance of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Three Million Dollars (\$3,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the program. The School shall require students participating in the program to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

3. Designation of liaison to Facility; communications relating to clinical placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the educational program will be mutually arranged and a regular

exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

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

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

5. Criminal background check and drug screen compliance. Where applicable, a criminal background check and drug screen, as specified in Exhibit C, and as required by and acceptable to the Facility, are required of each placed student prior to participation in the clinical rotation. It is the School's responsibility to ensure that the student is aware of the obligation to complete a background check and drug screening and provide the results to Facility. Facility shall inform students with unacceptable results that participation is forbidden by policy.

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

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

B. FACILITY RESPONSIBILITIES:

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

students as intended by the terms of this Agreement and conforming to customary Facility procedures.

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

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

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

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

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

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

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

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

10. Insurance. The Facility shall maintain, and shall provide a Certificate of Insurance professional liability insurance with limits of at least One Million Dollars

(\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Three Million Dollars (\$3,000,000) in the aggregate covering the acts of Facility and its employees and agents. Such insurance coverage must be placed with an insurance carrier or self-insured. In the event required insurance coverage is not provided or is canceled, the School may terminate the Agreement.

C. OTHER RESPONSIBILITIES:

1. **Compliance with patient privacy laws.** The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. Students and Faculty engaged in activities pursuant to this Agreement are members of Facility's workforce as that term is defined by 45 CFR 160.103., but are not and shall not be construed to be employees of Facility. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate ("**Business Associate**"), as described in the federal privacy regulations, the School shall, upon a date mutually agreed by the parties, execute a separate Business Associate Agreement.

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

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

4. **Evaluation of students' clinical experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students. However, School shall remain solely responsible for the assignment of final grades and the academic credit awarded.

5. Removal of students.

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

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

D. TERM OF AGREEMENT:

The term of this Agreement shall be for three (3) years, to commence on April 1, 2018, and terminate on March 31, 2021. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is terminated or not renewed for a subsequent term, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

E. ADDITIONAL TERMS:

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

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

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

The Facility represents and warrants that relevant staff members are appropriately certified and/or licensed. The Facility will provide the School with copies of evidence of certifications or licensures.

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

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

and signed by the authorized agents of the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the authorized agents of the parties. This Agreement 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 Agreement.

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

7. Non-Discrimination. The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation, handicap or any other factor as protected by law in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

The Parties further agree to comply with all requirements of Illinois law regarding sexual harassment and use of controlled substances in the workplace.

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

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

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

If to the Facility:

With a Copy to:

General Counsel
Rush University Medical Center
Office of Legal Affairs
1700 W. Van Buren St., Suite 301
Chicago, IL 60612
Phone: 312-942-6886

If to the School:

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

With a Copy to:

School Legal Counsel at:
Kusper & Raucci Chartered
33 North Dearborn Street
Suite 1500
Chicago, Illinois 60602

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

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

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

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

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

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

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

For and on behalf of:

Facility:

Rush Oak Park Hospital

School:

Triton College

Signature:

Signature:

Printed Name: _____

Printed Name: Mark R. Stephens

Title: _____

Title: Board Chairman

Date: _____

Date: _____

EXHIBIT A

Rush Oak Park Hospital

EXHIBIT B

Diagnostic Medical Sonography
Emergency Medical Technician
Radiologic Technology
Surgical Technology
Sterile Processing Technician

EXHIBIT C

PROGRAM SPECIFIC REQUIREMENTS

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

FACILITY: Rush Oak Park Hospital

SCHOOL: Triton College

RUSH OAK PARK HOSPITAL Requirements

Clinical contract staff and students are required by law to have the background checks, health screenings and training to be eligible to participate in direct patient care. School represents that the following requirements have been met for each individual placed at Rush Oak Park Hospital and that documentation on the following requirements will be made available to Rush Oak Park Hospital upon request:

BACKGROUND CHECKS

- Valid State License/Certification as needed by the position
- Valid 1-9 form – contract staff only
- Criminal background check
- Positive reference verification – contract staff only
- State Police background check for positions as required by the Healthcare Workers Background Check Act.

HEALTH REQUIREMENTS:

- Annual TB surveillance
- Rubella and Rubeola immunity by documented immunization or titer
- A history of chicken pox disease or proof of immunity via titer or vaccination
- Hepatitis B vaccination has been offered and received or declined
- Respiratory Fit Testing for N95 Respirator if assignment includes caring for patients with active TB

TRAINING

- Current CPR Certification
- Blood Borne Pathogens Training within the last 12 month

SCHOOL Requirements, if any

TRITON COLLEGE, District 504
Board of Trustees

Meeting of October 16, 2018
ACTION EXHIBIT NO. 16209

SUBJECT: PINNACLE STONE RESTORATION PROJECT APPROVAL

RECOMMENDATION: That the Board of Trustees approve Pinnacle Stone Restoration to complete the restoration of the terrazzo floor in the main lobby of the “A” Building, including stairs and stairwell landings, for a total cost not to exceed \$50,000.

RATIONALE: More than 25 years ago, Triton College had vinyl flooring installed over the surface of the terrazzo flooring installed during the original building construction. The aged vinyl is unsightly, has cracks and has deteriorated substantially over the past quarter century, necessitating repair or replacement. A restored test area in the northwest section of the “A” Building lobby has demonstrated that the original terrazzo is capable of being beautifully restored. Pinnacle has provided the most competitive pricing for the project and has demonstrated superior workmanship on the test sample area. The total restoration project is under the \$50,000 non-bid threshold limit set by the State for repair, maintenance, and construction projects. So far in FY19, Triton has spent \$8,976 on the test sample area. Twenty-nine thousand, seven hundred forty-three dollars, and thirty-five cents (\$29,743.35) is required to complete this project as presently quoted, and we are requesting an additional \$11,280.65 for unexpected repairs bringing the annual vendor limit to \$50,000. This action is in compliance with 110 ILCS 805/3-27.1 (j) “contracts for repair, maintenance, remodeling, renovation, or construction.”

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 _____ No X

TRITON COLLEGE
DISTRICT #504

SCHEDULE B41.08
VOLUME XLI
October 16, 2018

2019 Ford Transit Service Van

Recommending Board of Trustees approval to award purchase of one (1) new 2019 Ford Transit Service Van. The vehicle will be added to the van fleet and will replace (1) one existing van of 14 years old.

COMPANY
Landmark Ford
2401 Prairie Crossing Dr.
Springfield, IL 62711

NET COST
\$22,912.00

It is recommended that the Board of Trustees approve the purchase of one (1) 2019 Ford Transit Service Van. Bid obtained through the State of Illinois Department of Central Management Services, Procurement Service Division (PSD) contract number 4018492.

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	02-70300510-580700005
A/C Name	GRM-Service - Equipment
Budget	\$150,000.00
Prev. Expend.	\$0.00
Schedule	\$22,912.00
Balance	\$127,088.00

TRITON COLLEGE
DISTRICT #504

SCHEDULE B41.09
VOLUME XLI
October 16, 2018

2019 Ford Police Sedan

Recommending Board of Trustees approval to award purchase of one (1) new 2019 Ford Police Sedan. The vehicle will be added to the police vehicle fleet and will replace (1) one existing sedan of 10 years old.

COMPANY
Morrow Brothers
1242 Main Street.
Greenfield, IL 62044

NET COST
\$41,905.00

It is recommended that the Board of Trustees approve the purchase of one (1) 2019 Ford Police Sedan. Bid obtained through the State of Illinois Department of Central Management Services, Procurement Service Division (PSD) contract number 4018503.

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	02-70300510-580700005
A/C Name	GRM-Service - Equipment
Budget	\$150,000.00
Prev. Expend.	\$22,912.00
Schedule	\$41,905.00
Balance	\$85,183.00