



**Regular Meeting of the  
Board of Trustees**

**Agenda**

**Tuesday, January 23, 2024**

- I. CALL TO ORDER** January 23, 2024 at 7:30 p.m.  
Boardroom, A-300
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LX**  
Minutes of the Regular Board Meeting of December 19, 2023, No. 9
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
  - A. Academic Affairs/Student Affairs
  - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
  - A. Action Exhibits
    - 16977 Budget Transfers
    - 16978 Certificate of Final Completion and Payment for the Tutoring Lab Renovation
    - 16979 Certificate of Final Completion and Payment for the Boardroom and President’s Office Carpet Replacement

- 16980 S.E.E.D. Student Community Employment Experience (West Suburban Special Recreation Association)
- 16981 High School Credit Recovery Program on Triton's Campus
- 16982 Agreement with North Riverside Fire Department
- 16983 Agreement with Edward Hospital
- 16984 Agreement with Gottlieb Hospital

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

\*Administrative Contract

Carina Santoyo, Director of Admissions

**XIV. COMMUNICATIONS – INFORMATION**

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

**XV. ADJOURNMENT**

\*Contracts are posted on the Triton College Board of Trustees Website under Meeting Schedule (<https://www.triton.edu/about/administration/board-of-trustees/>).

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

Meeting of January 23, 2024

ACTION EXHIBIT NO. 16977

**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.

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*Sean Sullivan*

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

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**Board Officers' Signatures Required:**

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**Mark R. Stephens**  
**Chairman**

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**Tracy Jennings**  
**Secretary**

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**Date**

Related forms requiring Board signature: Yes  No

**PROPOSED BUDGET TRANSFERS - FY 2024  
FOR THE PERIOD 12/1/23 to 12/31/23**

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
<b>EDUCATION FUND</b>					
1	Health	01-10101540-540100210	Fitness Center	01-10101530-530400010	\$ 1,000.00
2	Behavioral Science	01-10102010-550200010	Philosophy	01-10102030-540600010	1,000.00
3	AVP Academic Innovations	01-80100515-530900010	Engineering Technology	01-10300530-560600010	<u>7,200.00</u>
<b>TOTAL EDUCATION FUND</b>					<b><u>\$ 9,200.00</u></b>
<b>TOTAL PROPOSED BUDGET TRANSFERS</b>					<b><u><u>\$ 9,200.00</u></u></b>

Budget Transfer Form

Dollar Amount \$1000

From what Budget Account 01 10101540 540100210 Object Code Description Health: InStructional Supplies

To what Budget Account 01 10101530 530400010 Fitness Center: Maintenance Services

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

Grant Accountant? \_\_\_\_\_ Include Attachments: Yes  No

**Rationale:**

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:  
 We have enough supplies to last us into, at least Spring 2024. so we think that (- 1000) out of the Health: Instructional Supplies budget line will be enough for now.

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

The fitness center goes through regular maintenance with the Fitness Connection. We have a current unpaid bill of 595.25 from invoice 54801 and zero funds in the Fitness Center, Maintenance Services budget line. with more traffic and machine use, the equipment has to be serviced often enough to keep up.

Required Signatures

Requestor [Signature] 11/15/2023

Cost Center Manager Julianne Murphy 11/15/2023

Associate Dean (If Applicable) \_\_\_\_\_

Dean (If Applicable) Jeanette Bartley 11/16/2023

Associate Vice President Paul Jensen 11/16/2023

Area Vice President Susan Campos 11/28/2023

**BUSINESS OFFICE APPROVALS**

Grant Accountant: \_\_\_\_\_

Asst. Director of Finance \_\_\_\_\_

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 11/29/23

Entered by: B7135 DS 12/4/23

### Budget Transfer Form

Dollar Amount

\$1000

From what Budget Account

01 10102010 550200010

Object Code Description

Prof Dev - Travel In-State

To what Budget Account

01 10102030 540600010

Prof Dev-Publications & Dues

Is this a Grant?

Yes [ ] No [X]

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

Grant Accountant?

Include Attachments: Yes [ ] No [X]

**Rationale:**

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

This transfer is so that faculty can spend their professional development according to their expressed preference.

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

This transfer is so that faculty can spend their professional development on publications and dues.

**Required Signatures**

Requestor

DocuSigned by: Eugene Muhammad 12/6/2023

Cost Center Manager

DocuSigned by: Eugene Muhammad 12/6/2023

Associate Dean (if Applicable)

DocuSigned by: Michael Crenshaw 12/7/2023

Dean (if Applicable)

DocuSigned by: Jeanette Bartley 12/7/2023

Associate Vice President

DocuSigned by: Paul Jensen 12/7/2023

Area Vice President

DocuSigned by: Susan Campos 12/7/2023

### BUSINESS OFFICE APPROVALS

Grant Accountant: \_\_\_\_\_

Asst. Director of Finance \_\_\_\_\_

Exec. Director of Finance: \_\_\_\_\_ *AP*

Exec. Dir. of Bus. Operations: \_\_\_\_\_ *OR*

VP of Business Services: \_\_\_\_\_ *12/11/23*

Entered by: B713925 12/12/23

Budget Transfer Form

Dollar Amount \$7200

From what Budget Account 01 80100515 530900010 Object Code Description other contractual

To what Budget Account 01 10300530 560600010 leased software

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

Grant Accountant? \_\_\_\_\_ Include Attachments: Yes  No

Rationale:

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

Explain specifically why additional funds are needed in the receiving account:  
 Funds have been expended on planned purchases, so funds are needed for ENT to purchase a 3-year contract with Solidworks software for a 20% discount, saving the college \$1440.00.

Required Signatures

Requestor Anthony Riley 12/14/2023

Cost Center Manager Paul Jensen 12/14/2023

Associate Dean (if Applicable) \_\_\_\_\_

Dean (if Applicable) \_\_\_\_\_

Associate Vice President Paul Jensen 12/14/2023

Area Vice President Susan Campos 12/14/2023

**BUSINESS OFFICE APPROVALS**

Grant Accountant: \_\_\_\_\_

Asst. Director of Finance \_\_\_\_\_

Exec. Director of Finance: \_\_\_\_\_

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 12/18/23

Entered by: \_\_\_\_\_

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

Meeting of January 23, 2024

ACTION EXHIBIT NO. 16978

**SUBJECT: CERTIFICATE OF FINAL COMPLETION AND PAYMENT FOR THE TUTORING LAB RENOVATION**

**RECOMMENDATION:** That the Board of Trustees approve the Certificate of Final Completion and Final Payment Application of \$129,332.83 for the Tutoring Lab Renovation – Building A Project. The total project cost was \$447,761.02.

**RATIONALE:** Operations and Maintenance has reviewed the Certificate of Final Completion, Final Waiver of Lien, and recommends the Final Payment Application. The original total contract amount was \$490,150.00; the final project amount was \$447,761.02. The project came in \$42,368.98 below budget.

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*Sean Sullivan*

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

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**Board Officers' Signatures Required:**

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**Mark R. Stephens**  
Chairman

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**Tracy Jennings**  
Secretary

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**Date**

Related forms requiring Board signature: Yes  No



# Certificate of Final Acceptance

**Project:**  
Tutoring Lab Renovation  
Building A  
Triton College  
2000 Fifth Ave.  
River Grove, IL 60171

**Architect:** ARCON Associates, Inc

**Contractor:**  
F.H. Paschen, S.N. Nielson & Associates, LLC  
5515 North East River Road  
Chicago, IL 60656

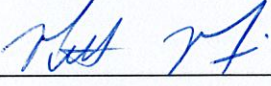
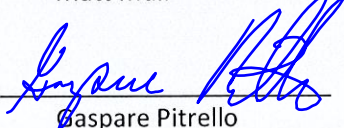
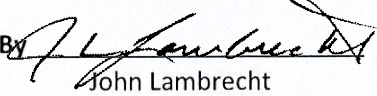
**Contract Date:** 5/8/2023

**Date of Issuance:** 10/30/2023

**Project or designated portion shall include:** Entire Project – no exceptions.

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

## SIGNATURES

<b>Contractor</b>	F.H. Paschen	By 	Date <u>9/1/2023</u>
		Matt Muir	
<b>Architect</b>	ARCON Associates, Inc.	By 	Date <u>12.4.2023</u>
		Gaspare Pitrello	
<b>Owner</b>	Triton College	By 	Date <u>12/04/2023</u>
		John Lambrecht	
<b>Owner</b>	Triton College	By _____	Date _____
		Mark R. Stephens Board Chairman	

**TO OWNER/CLIENT:**  
Triton College  
2000 Fifth Ave.  
River Grove, Illinois 60171

**PROJECT:**  
Triton Tutoring Lab Renovations – Building A  
2000 Fifth Ave.  
River Grove, Illinois 60171

APPLICATION NO: 3  
INVOICE NO: 3  
PERIOD: 08/01/23 - 08/31/23  
PROJECT NO: 4759  
CONTRACT DATE:

**FROM CONTRACTOR:**  
F.H. Paschen, S.N. Nielsen & Associates LLC  
5515 North East River Road  
Chicago, Illinois 60656

**VIA ARCHITECT/ENGINEER:**  
Jessica Potempa (Arcon Associates, Inc.)

**CONTRACT FOR: Triton Tutoring Lab Renovations - Building A**  
**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$ 490,150.00
2. Net change by change orders	(\$42,388.98)
3. Contract sum to date (line 1 ± 2)	\$ 447,761.02
4. Total completed and stored to date (Column G on detail sheet)	\$ 447,761.02
5. Retainage:	
a. 0.00% of completed work:	\$ 0.00
b. 0.00% of stored material:	\$ 0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$ 0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$ 447,761.02
7. Less previous certificates for payment (Line 6 from prior certificate)	\$ 318,428.19
8. Current payment due:	\$ 129,332.83
9. Balance to finish, including retainage (Line 3 less Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$ 0.00	\$ 0.00
Total approved this Month:	\$ 0.00	(\$42,388.98)
Totals:	\$ 0.00	(\$42,388.98)
Net change by change orders:	(\$42,388.98)	

12/05/2023  
PO B0008460



The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: F.H. Paschen, S.N. Nielsen & Associates LLC

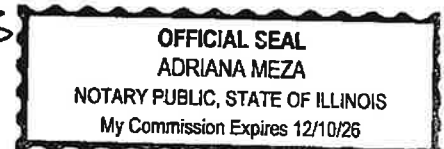
By: 

State of: IL  
County of: COOK

Subscribed and sworn to before me this 31<sup>ST</sup>

day of AUG '23

Date: 8/31/23



Notary Public:   
My commission expires: 12-10-26

**ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 129,332.83

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm to the amount certified)

ARCHITECT/ENGINEER:

By: 

Date: Oct 31, 2023

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

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

Meeting of January 23, 2024

ACTION EXHIBIT NO. 16979

**SUBJECT: CERTIFICATE OF FINAL COMPLETION AND PAYMENT FOR  
BOARDROOM & PRESIDENT'S OFFICE CARPET REPLACEMENT**

**RECOMMENDATION:** That the Board of Trustees approve the Certificate of Final  
Completion and Final Payment Application of \$1,189.06 for the Boardroom & Presidents Office  
Carpet Replacement - Building A Project. The total project cost was \$33,379.00.

**RATIONALE:** Operations and Maintenance has reviewed the Certificate of Final Completion,  
Final Waiver of Lien, and recommends the Final Payment Application. The original total  
contract amount was \$48,121.90; the final project amount was \$33,379.00. The project came in  
\$14,742.90 below budget.

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*Sean Sullivan*

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

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**Board Officers' Signatures Required:**

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**Mark R. Stephens**  
Chairman

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**Tracy Jennings**  
Secretary

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**Date**

Related forms requiring Board signature: Yes  No

# Certificate of Final Acceptance

**Project:**  
Board Room & President's Office  
Carpet Replacement at Building A  
Triton College  
2000 Fifth Ave.  
River Grove, IL 60171

**Architect:** ARCON Associates, Inc

**Contractor:**  
Consolidated Flooring of Chicago  
40 West Fullerton Avenue  
Addison, Illinois 60101

**Contract Date:** 4/20/2023

**Date of Issuance:** 10/17/2023

**Project or designated portion shall include:** Entire Project – no exceptions.

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

## SIGNATURES

**Contractor** Consolidated Flooring

By

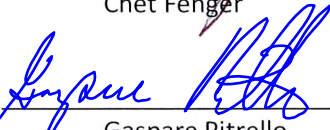
  
Chet Fenger

Date

10/17/23

**Architect** ARCON Associates, Inc.

By

  
Gaspare Pitrello

Date

10/17/2023

**Owner** Triton College

By

  
John Lambrecht

Date

12/04/2023

**Owner** Triton College

By

\_\_\_\_\_  
Mark R. Stephens  
Board Chairman

Date

\_\_\_\_\_

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 36511

G702

To: ARCON ASSOCIATES  
2050 SOUTH FINLEY ROAD  
SUITE 40  
LOMBARD, IL 60148

Project 626491 Triton College Board Room &  
President's Office  
2000 Fifth Ave  
River Grove, IL 60171

Application No.: 2

Distribution to:  
Owner

Period To: 9/30/2023

Architect  
Contractor

Via Architect:

Architect Project: Signed Contract 03/20/2023

Contract Date

From Contract Consolidated Flooring of Chicago  
40 West Fullerton Avenue  
Addison, IL 60101

Contract For:

## CONTRACTOR'S APPLICATION FOR PAYMENT

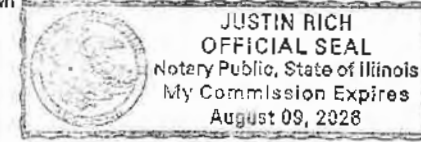
Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown

1. Original Contract Sum .....	\$48,121.90
2. Net Change By Change Order .....	-\$14,742.90
3. Contract Sum To Date .....	\$33,379.00
4. Total Completed and Stored To Date .....	\$33,379.00
5. Retainage:	
a. 0.00% of Completed Work .....	\$0.00
b. 0.00% of Stored Material .....	\$0.00
Total Retainage .....	\$0.00
6. Total Earned Less Retainage .....	\$33,379.00
7. Less Previous Certificates For Payments .....	\$32,189.94
8. Current Payment Due .....	\$1,189.06
9. Balance To Finish, Plus Retainage .....	\$0.00

CONTRACTOR: Consolidated Flooring of Chicago

By: 



Date: 12/13/2023

State of: Illinois

Subscribed and sworn to before me this 21st:

County of DuPage  
day of September 2023

Notary Public:

My Commission expires:

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor

By: 

12/14/2023  
PO B0008459

AMOUNT CERTIFIED \$1,189.06

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved		
in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$14,742.90
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$14,742.90</b>
Net Changes By Change Order	\$14,742.90	

ARCHITECT:

By:

 Date: 12.13.23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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

Meeting of January 23, 2024

ACTION EXHIBIT NO. 16980

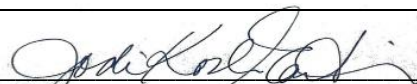
**SUBJECT: S.E.E.D. STUDENT COMMUNITY EMPLOYMENT EXPERIENCE  
(WEST SUBURBAN SPECIAL RECREATION ASSOCIATION)**

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

**RATIONALE:** The S.E.E.D. program requires 120 hours of classroom instruction, 30 hours of an on-campus employment experience, and 75 hours of off-campus community employment experience for students to complete the program and receive a certificate from Triton College's School of Continuing Education.

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**Submitted to Board by:**

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

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**Board Officers' Signatures Required:**

\_\_\_\_\_  
**Mark R. Stephens  
Board Chairman**

\_\_\_\_\_  
**Tracy Jennings  
Secretary**

\_\_\_\_\_  
**Date**

Related forms requiring Board signature: Yes  No

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

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

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

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

Employer Partner shall:

- Provide the student with a 75-hour on-site work experience within from January, 2024 until December, 2024. This Agreement shall automatically renew for successive one (1) year terms unless terminated as provided above.
- Orient the student to the operation, to appropriate employees, and to the tasks and roles expected.
- Designate a qualified person to supervise the student's time, activities, and learning, provide any needed accommodations, and evaluate the student's performance.
- Complete and submit required documentation to CAAS by the deadline, including agreed-upon skill goals and learning objectives, work hours and attendance, and student evaluation and feedback forms.
- Contact the Coordinator of the S.E.E.D. program should a problem arise with a student.
- Not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Employer certifies that it is an equal opportunity employer, maintains a sexual harassment and Drug Free Workplace policy.

Triton shall:

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

**FOR EMPLOYER:**

Marianne Bule  
NAME: \_\_\_\_\_

Executive Director  
TITLE: \_\_\_\_\_

December 19, 2023  
DATE: \_\_\_\_\_

**FOR TRITON COLLEGE, in an official capacity only:**

\_\_\_\_\_  
Mark R. Stephens, Chairman

\_\_\_\_\_  
Tracy Jennings, Secretary

DATE: \_\_\_\_\_

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

Meeting of January 23, 2024

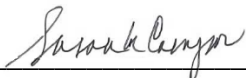
ACTION EXHIBIT NO. 16981

**SUBJECT: HIGH SCHOOL CREDIT RECOVERY PROGRAM ON TRITON'S CAMPUS**

**RECOMMENDATION:** That the Board of Trustees approve an Agreement with Leyden High School District 212 and West40 Intermediate Services to offer a designated classroom for up to thirty (30) Leyden High School students participating in the West40 Seniors+ credit recovery program to complete high school credit while concurrently enrolled in Triton credit courses. Students will utilize a designated classroom during the academic school year from 8:30 AM – 2:30 PM, Monday-Friday during the summer session from 8:30 AM – 2:30 PM, Monday-Thursday. Leyden High School District 212 will provide no more than thirty (30) students per semester, lunch and light snacks for the students, elective high school credit for dually enrolled students, and a high school diploma for completers. West40 will provide at least one (1) certified secondary education instructor to facilitate the high school credit recovery instruction, at least one (1) advocate (counselor) to provide wraparound students support services, supervision of staff, learning materials, supplies, computers with charging station, and small refrigerator. Triton College will provide up to thirty (30) students per semester with access to a one (1) credit career and college readiness course. Instructional fees and supplies associated with the credit course will be covered by grant dollars.

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

**Submitted to Board by:** \_\_\_\_\_

  
Dr. Susan Campos, Vice President of Academic Affairs

**Board Officers' Signatures Required:**

\_\_\_\_\_  
**Mark R. Stephens**  
**Board Chairman**

\_\_\_\_\_  
**Tracy Jennings**  
**Secretary**

\_\_\_\_\_  
**Date**

Related forms requiring Board signature: Yes  No   
16/63



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

This agreement ("Agreement") is made and entered into this day of January 24, 2024 ("Effective Date") between the Illinois Community College District 504, commonly known as Triton College, an Illinois community college (the "College"), the Board of Education of Leyden High School District 212, Franklin Park, Illinois (the "District"), and West40 Intermediate Services, Maywood, Illinois ("West40") (collectively, the "Parties").

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

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

WHEREAS, the College is willing and able to provide a designated classroom for up to thirty (30) students participating in the Seniors+ high school credit recovery program during the academic school year and summer at certain designated and agreed upon times to immerse them into a college environment through December 2024; and

WHEREAS, the College is willing and able to provide eligible Seniors+ students with access to enroll in a one (1) credit hour, career exploration and college readiness college-level course to expose them to contextualized college curriculum and prepare them with college credit prior to high school graduation; and

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

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

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

4. The District will provide no more than thirty (30) students at one time to enroll in the West40 Seniors+ high school credit recovery program.
5. The College will provide one (1) classroom, room 315 in the G building, that holds up to thirty (30) students, Monday through Friday during the academic school year and summer, between 8:30am-2:30pm, on any day that the District is in session during the academic school year and summer and that the College is not closed according to the official College calendar.
6. West40 will provide all supplies and learning materials for the Seniors+ high school credit recovery program.
7. West40 will provide one (1) portable computer charging station with computers to be used by students enrolled in the Seniors+ program and shall maintain sole responsibility for the appropriate use of such computers. West40 will maintain property records for any equipment purchased from grant funds in accordance with policies outlined in the Illinois State Board of Education's 2020 Fiscal Policies and Procedures Handbook.
8. West40 will provide a small refrigerator for storing perishable food items used for lunches, which shall be placed in the above designated classroom.
9. The District will provide snacks.
10. The College will provide eligible Seniors+ students with access to enroll in a one (1) credit hour, career exploration and college readiness college-level course designed to provide students with training in essential employability skills, hands-on learning opportunities in various career fields, exposure to industry employers and content experts, and guidance on college admission and enrollment. During such enrollment in the one credit hour course, all Seniors+ students shall be treated as students of Triton College and shall be subject to all policies and obligations of a College student.
11. The District will provide high school credits and a high school diploma to qualifying Seniors+ students who satisfactorily complete all instruction provided pursuant to paragraph 2 above.
12. Except as otherwise provided herein, the Seniors+ instructor(s) and advocate(s) shall be considered West40 employees or volunteers at all times and are subject only to the employment policies and practices of West40. The College and the District shall not be responsible for any workers compensation, payroll, benefits, unemployment, or any other benefits of employment typically associated with the College and the District throughout the duration of this Agreement.
13. West40 shall complete all necessary fingerprint clearance and background checks of the assigned Seniors+ instructor(s) and advocate(s) as required by the Illinois School Code, 105 ILCS 5/10-21.9. The results of such investigations shall remain the sole property of West40. West40 additionally certifies that prior to sending any instructor(s) and advocate(s) to the College, West40 has complied with all employment history review and other obligations of 105 ILCS 5/22-94. Upon request of the District, West40 agrees to promptly disclose all records,

information and determinations related to Section 22-94 employment history review for each of its instructor(s) and advocate(s).

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

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

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

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

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

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

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

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

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

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

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

24. No party to this Agreement shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer, that it maintains a sexual harassment policy and a Drug Free Workplace in compliance with applicable law.

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

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

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

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

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

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

If to the COLLEGE:

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

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

If to the DISTRICT:

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

If to WEST40:

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

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

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

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

**TRITON COLLEGE**

Name: \_\_\_\_\_

Mark R. Stephens

Title: Board Chairman

Date: \_\_\_\_\_

**LEYDEN HIGH SCHOOL DISTRICT 212**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WEST40 INTERMEDIATE SERVICES**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Meeting of January 23, 2024

ACTION EXHIBIT NO. 16982

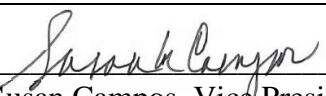
**SUBJECT: AGREEMENT WITH NORTH RIVERSIDE FIRE DEPARTMENT**

**RECOMMENDATION:** That the Board of Trustees approve the Cooperative Agreement between Triton College and the Village of North Riverside Fire Department. This Agreement will become effective when signed by both parties and will automatically renew for one (1) year periods beginning January 24, 2024 Either party may terminate the Agreement at any time, with or without cause, upon written notice of (1) semester or five (5) months, whichever is less. Students currently enrolled at the time of termination will be allowed to complete their clinical assignments. There is no cost to the college for this Agreement.

**RATIONALE:** The Cooperative Agreement will enable students in the Triton College Emergency Medical Service and Fire Science programs to participate in internships at the Village of North Riverside Fire Department. This is the college's Agreement which the Village of North Riverside has accepted without edits.

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**Submitted to Board by:**

  
Dr. Susan Campos, Vice President of Academic Affairs

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**Board Officers' Signatures Required:**

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**Mark R. Stephens**  
**Board Chairman**

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**Tracy Jennings**  
**Secretary**

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**Date**

Related forms requiring Board signature: Yes  No

**COOPERATIVE AGREEMENT  
BETWEEN  
THE VILLAGE OF NORTH RIVERSIDE  
AND  
TRITON COLLEGE, DISTRICT #504, RIVER GROVE, ILLINOIS**

Agreement made by and between the **Village of North Riverside Fire Department**, hereinafter referred to as the “**Village**”, and **Triton College**, hereinafter referred to as “**Triton**”, collectively “**Parties**”, and individually “**Party**”.

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

**I. GENERAL PROVISIONS:**

- A. This affiliation is for the sole and limited purpose of providing clinical training (internship) in Emergency Medical Services Program and Fire Science Program to students enrolled at Triton under the auspices of the Fire Department of the Village.
- B. Nothing herein shall be deemed to create any association, partnership, or joint venture between the Village and Triton.
- C. Students or trainees enrolled at Triton who participate in this program shall be referred to herein as “students”. Employees of Triton who are involved in the instruction or supervision of the training of the students shall be referred to herein as “faculty”. Nothing herein shall be deemed to create an employee-employer relationship between the students and the Village or faculty, and such students and faculty are not to be considered as employees of the Village for any purpose, and are not entitled to any of the benefits that accrue to or are provided by the Village to its employees. Further, none of the benefits of employment at Triton shall accrue to any employee of the Village, including the accrual of tenure.
- D. No student, faculty or staff will be discriminated against by either Party hereto on the basis of sex, race, creed, religion, national origin, age, or disability or any other factor as protected by law, rule or regulation in any aspect of this affiliation.
- E. Triton shall maintain in force for the duration of this Agreement comprehensive malpractice or professional liability insurance providing coverage against all claims, demands, loss of judgments arising out of any act or omission of students or faculty, with respect to the rendering or failure to render medical or nursing treatment or any other health-related care, and the administration of drugs or use of medical supplies, apparatus, appliances and equipment. This policy shall provide coverage against the aforementioned risks in the amount of not less than two million dollars (\$2,000,000) per occurrence, and five million dollars (\$5,000,000) aggregate. Triton will provide proof of insurance to the Village upon request, and name the Village as an additional insured.



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

**II. THE VILLAGE'S FIRE DEPARTMENT SHALL:**

- A. Maintain the standards required for approval and/or accreditation for the educational program(s).
- B. Make reasonably available, and permit the use of, the following by Triton faculty and students:
  - 1. Fire Department Facility
  - 2. Rooms, or areas, in which groups of students may hold discussions and receive clinical instruction;
  - 3. Supplies and equipment commonly available for patient care (emergency medical services), and sources of information for educational purposes;
  - 4. Conference room.
- C. Provide emergency medical care in cases of accidents occurring on duty; however, all students are solely responsible for their own medical insurance coverage and medical fees and costs that may be incurred as a result of participating under this Program.
- D. Designate a member of its staff qualified in Program to serve as coordinator. The coordinator will represent the Village's Fire Department in matters related to Program.
- E. Provide services of its staff when/where possible on a guest lecturer basis with the mutual agreement of the Village's Fire Department and Triton.
- F. Assure that students, while performing as such, will not replace members of Fire Department staff.

**III. TRITON SHALL:**

- A. Assume responsibility for any necessary approval by the Illinois Community College Board.
- B. Provide qualified faculty members, who are competent practitioners.

- C. Plan all clinical instruction, hours, days, and places of assignment in cooperation with, and with the approval of, the Medical Director of the Department or his/her designated representative.
- D. Be responsible for student grading.
- E. Advise students of the requirement to observe policies, procedures, and other regulations imposed by the Village's Fire Department in connection with professional conduct and patient welfare. These rules and regulations shall be covered by the immediate supervisor of the students during the first day of clinical study and/or during the orientation. The Village's Fire Department may resolve any problem situation in favor of the patient's welfare and restrict, limit, or end student involvement until any incident in question can be clarified by the Village's Fire Department staff and any involved faculty member. Triton shall withdraw, upon recommendation, any student(s) who fail(s) to meet the standards agreed upon.
- F. Make all reasonable efforts to assure that students will be subject to the authority, policies, and regulations of the Village's Fire Department.
- G. Advise students of the requirement to submit complete physical examination forms, as required by the Village's Fire Department.
- H. Comply with the removal of a student from the Village's Fire Department if after a conference it is the reasonable opinion of the Village's Fire Department that the student's performance or conduct is detrimental to patients or the Village's Fire Department personnel.
- I. Require students to carry hospitalization insurance.
- J. Require students to maintain current CPR certification.
- K. Require students to execute the attached Waiver and Release of Claims, attached as Exhibit "A" and made a part hereof.

**IV. THE VILLAGE'S FIRE DEPARTMENT AND TRITON SHALL:**

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

**V. IT IS FURTHER AGREED THAT:**

- A. The terms and conditions of the Agreement may be amended, deleted, or new provisions added from time to time upon written agreement of the authorized agents of the parties.
- B. This writing shall constitute the sole agreement between the parties.
- C. This Agreement shall commence upon execution by duly authorized officer of the parties hereto, in their official capacities only, and shall have an initial term of one (1) year.
- D. This Agreement will automatically renew for an additional one (1) year terms, unless either Party provides notice of intent to terminate the Agreement, as provided herein.
- E. Either Party may terminate the Agreement upon written notice of one (1) semester or five (5) months, whichever is less, to the other Party with or without cause. Any students enrolled in a clinical experience at the time of termination shall be permitted to complete the then current clinical rotation under the terms and conditions stated herein.
- F. This Agreement shall be construed under the laws of Illinois. If any provision shall be invalid under such laws, such invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly. All disputes shall be resolved in the Circuit Court of Cook County.
- G. Each of the parties hereto, and the individuals executing the Agreement for them, represent to the other Party that they have the requisite power and authority to make and enter into this agreement and to perform its obligations thereunder, and that this agreement does not violate any provisions of the corporate charter or bylaws of any corporate Party or any statute, act, or ordinance under which any unincorporated institution Party hereto is organized, or violate any agreement or commitment executed or made by any Party.
- H. Triton shall reimburse the Village for and assume full responsibility for the payment of all federal, state and local taxes incurred by the Village as a result of this Agreement.
- I. This Agreement is executed by an authorized representative of Triton College in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

- J. The Village's Fire Department represents that it possesses all professional or business licenses required by law, if any, and all qualifications and accreditations necessary to fully perform its obligations.
- K. In no event shall either Party be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings.
- L. The Village certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- M. If the Village has more than 25 employees, the Village's Fire Department certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 *et seq.*
- N. Time is of the essence of this Agreement.
- O. Notices required to be sent hereunder shall be sent by prepaid registered mail with return receipt requested, and are effective upon receipt.

**NOTICES TO VILLAGE SHALL BE SENT TO:**

Bob McDermott  
 Fire Chief  
 North Riverside Fire Department  
 2331 Des Plaines Avenue  
 North Riverside, Illinois 60546

With a copy to:

Susan Scarpiniti  
 Village Administrator  
 Village of North Riverside  
 2401 Des Plaines Avenue  
 North Riverside, Illinois 60546

With a copy to:

James E. Macholl  
 Storino, Ramello & Durkin  
 9501 West Devon Avenue  
 Suite 800  
 Rosemont, Illinois 60018

**NOTICES TO TRITON COLLEGE SHALL BE SENT TO:**

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

With a copy to:

The School Legal Counsel at:  
Winner Law  
2344 W. Melrose  
Chicago, IL 60618

**FOR THE VILLAGE OF NORTH RIVERSIDE:**

By: \_\_\_\_\_

TITLE: Mayor

Attest:

\_\_\_\_\_

TITLE: Village Clerk

DATE: \_\_\_\_\_

**FOR TRITON COLLEGE:**

\_\_\_\_\_

TITLE Mark R. Stephens, Board Chairman

\_\_\_\_\_

TITLE Tracy Jennings, Secretary

DATE \_\_\_\_\_

**EXHIBIT "A"**

**WAIVER AND RELEASE OF CLAIMS**  
**AGREEMENT ASSUMING RISK OF INJURY OR DAMAGE**

READ THIS DOCUMENT COMPLETELY BEFORE SIGNING

WHEREAS, the undersigned, being eighteen (18) years of age or over, has enrolled in a Clinical Training (Internship) Emergency Medical Services Program and Fire Science Program with Triton College ("Program"), which participation may involve the volunteer riding as a guest or observer in a Village of North Riverside Fire Department vehicle, operated and manned by a member of the Village of North Riverside Fire Department, during the active performance of his/her official duties; and

WHEREAS, the undersigned acknowledges that the activities of the Village of North Riverside Fire Department are inherently dangerous, involving possible risk of injury, damage, expense, or loss to person and property, and the undersigned agrees that the Village of North Riverside Fire Department did not take the initiative in extending an invitation to participate in the program or ride along or accompany its member.

BE IT UNDERSTOOD that in consideration of the Village of North Riverside Fire Department permitting the undersigned to participate in the Program and/or ride in a Village of North Riverside Fire Department vehicle and accompany a member of the Village of North Riverside Fire Department during the active performance of his/her official duties, the undersigned and his/her heirs, dependents, executors, administrators, assigns or agents, do hereby remise, release, waive any claims, indemnify, protect, defend and hold harmless from any and all liability, claims, demands, causes of action, proceedings, damages, suits, costs, expenses, including attorney's fees, and judgments of whatever kind or nature that the undersigned may now or hereafter have against the Village of North Riverside, its officers, agents, employees, supervisors, volunteers and others providing service for said Village, whether suffered, made, instituted, or asserted by the undersigned, his/her heirs, executors, administrators, and assigns, or by any other entity, party or person, arising out of or in any way related to or connected with any loss, damage, destruction of property, or injury, economic or non-economic, including death, that may be sustained by the undersigned while in, on, or en route to the Village of North Riverside Fire Department vehicle or any other automobile owned, operated, leased or otherwise in use by the Village of North Riverside, or any site under the control of the Village of North Riverside Fire Department, or while accompanying a member of the Village of North Riverside Fire Department, during the active performance of his/her official duties.

BE IT UNDERSTOOD that the undersigned declares that the terms of this Waiver and Release of Claims has been completely read and are fully understood and voluntarily accepted by the undersigned.

Signature: \_\_\_\_\_ Age: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_, \_\_\_\_\_

Date: \_\_\_\_\_

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

Meeting of January 23, 2024

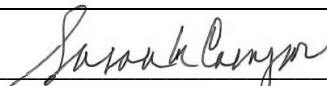
ACTION EXHIBIT NO. 16983

**SUBJECT: AGREEMENT WITH EDWARD HOSPITAL**

**RECOMMENDATION:** That the Board of Trustees approve an Affiliation Agreement with Edward Hospital. The term of this Agreement shall be in force for a period of one (1) year from January 24, 2024, to January 25, 2025. Thereafter, this Agreement shall be automatically renewed for additional one-year periods unless terminated by either party by giving at least ninety (90) days written notice to the other party prior to the expiration of the current term. If this Agreement is not renewed for a subsequent term or terminated without cause, students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth herein. There is no cost to the college for this Agreement.

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

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

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**Board Officers' Signatures Required:**

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

## AFFILIATION AGREEMENT

**THIS AGREEMENT** (the “**Agreement**”) is entered into this **24<sup>th</sup> day of January 2024**, by and between **EDWARD HOSPITAL**, an Illinois not for profit corporation (“**the Facility**”), and Community College District 504, commonly known as Triton College (“**the School**”).

**WHEREAS**, the School desires to utilize various Facility sites (Exhibit A) that may be available for the purpose of providing practical learning and clinical experiences as listed in Exhibit B in connection with students of the School.

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

### **A. SCHOOL RESPONSIBILITIES:**

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

### **2. Insurance.**

#### **A. Student professional and general liability insurance.**

##### **(i) Other Colleges and Universities**

School shall maintain professional liability insurance, which may be self-insured, covering students. Such policy shall have limits for professional liability insurance of not less than Two Million Dollars (\$2,000,000.00) per occurrence or claim and Five Million Dollars (\$5,000,000.00) in the aggregate; and general liability coverage of at least Two Million Dollars (\$2,000,000) per occurrence or claim and Five Million Dollars (\$5,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

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

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

**B. Student Health Insurance.** School shall inform students participating in the practical learning and clinical educational experience of the requirement to maintain



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

**C. Facility Insurance.** Facility shall maintain during this Agreement professional liability insurance in amounts not less than Two Million Dollars (\$2,000,000.00) per occurrence or claim and Five Million Dollars (\$5,000,000.00) in the aggregate, and general liability insurance in amounts not less than Two Million Dollars (\$2,000,000) per occurrence or claim and Five Million Dollars (\$5,000,000) in the aggregate. Further, Facility shall maintain workers compensation insurance in amounts not less than that required by statute. Facility may be self-insured. Facility shall provide proof of coverage to the School by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience.

**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 practical learning and clinical experience will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

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

**4. Evidence of student certifications, vaccinations, etc.** As required by the facility, the School shall require the student to provide evidence that each student has met all requirements, which may include, but are not limited to, CPR certification, proof of absence of TB, hepatitis B vaccination, Tdap vaccination, annual flu vaccination, COVID 19 vaccination and OSHA compliance for prevention of transmission of blood borne pathogens and TB and general HIPAA training. Facility may update these requirements upon written notice to School. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.

**5. Criminal background check and drug screen compliance.** Where applicable, a criminal background check and a drug screen, as required by and acceptable to the Facility, are required of each placed student prior to participation in the practical learning and clinical educational experience. It is the School's responsibility to ensure that each student completes the background check and drug screening and provides such results directly to the Facility. Facility may determine that such results are unacceptable or forbidden by Facility's policy and shall advise School that student may not participate at sites where students with such results are forbidden by Facility's 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 practical learning and clinical educational 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 relevant accrediting or regulatory bodies.

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

## **B. FACILITY RESPONSIBILITIES:**

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

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 practical learning and clinical educational experience, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.

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 practical learning and clinical educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain solely responsible and liable for patient care.

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

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

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

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

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 practical learning and clinical educational experience.

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. **Accreditation.** Facility represents that it is and, for the term of this Agreement, will be approved by the Illinois Department of Public Health, or similar body for the state in which the Hospital is located, and (b) any specialty licensing or accreditation necessary for the specific disciplines in which clinical education is ongoing. Facility will provide School with copies of all accreditations upon request. In the event accreditation is lost, suspended, or otherwise restricted, Facility shall notify School, in writing, within three (3) business days. School may, at its sole discretion, suspend or terminate this Agreement if Facility fails to maintain its accreditation.

### **C. OTHER RESPONSIBILITIES:**

1. **Compliance with patient privacy laws.** The School agrees to abide by and inform its faculty and students of the requirement to abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health

Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. Further, School shall inform students and faculty of the requirement to de-identify all documents created and/or utilized for educational purposes outside of Facility. This shall include, at a minimum, removal of patient name, date of birth, address, medical record number, insurance information, social security number and other personal information that could be used to identify a patient.

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

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

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

**5. Removal of students.**

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

#### **D. TERM OF AGREEMENT:**

The term of this Agreement shall be in force for a period of one (1) year from **1/24/2024 to 1/24/2025**. **Thereafter, this Agreement shall be automatically renewed for additional one-year periods unless terminated by either party by giving at least ninety (90) days written notice to the other party prior to the expiration of the current term.** In addition, this Agreement may be terminated at any time by either party by giving thirty (30) days prior written notice to the other party for substantial failure to comply with the breaching party's obligations under this Agreement. In the event that this Agreement is not renewed for a subsequent term or terminated without cause, students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

#### **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, its officers, agents, employees, or students arising out of or in any manner related to this Agreement. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

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

2. **Qualifications of School faculty and Facility supervisors.** Each party represents that relevant participants are appropriately qualified, certified and/or licensed. Each party will provide the other with copies of evidence of qualifications, certifications or licensures, upon request.
3. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.
4. **Excluded Providers.** Each party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.
5. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.
6. **Non-Discrimination.** The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from

time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability 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.

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

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

**8. 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:

Edward Hospital  
801 S. Washington St.  
Naperville, IL 60540  
Attention: President

With a Copy to Facility Legal Counsel at:

Edward Hospital  
801 S. Washington St.  
Naperville, IL 60540  
Attention: General Counsel

If to the School:

Dean, Health Careers & Public Service Programs  
Triton College  
2000 Fifth Avenue  
River Grove, IL 60171

With a Copy to:

The School Legal Counsel at:  
Winner Law  
2344 W. Melrose  
Chicago, IL 60618

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

9. **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 provisions thereof.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **Authorized Agents.** 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.

**Signatures on following page.**

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

For and on behalf of:

**EDWARD HOSPITAL**  
(Facility Name)

**TRITON COLLEGE**  
(School Name)

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Yvette Saba

Printed Name: Mark R. Stephens

Title: President

Title: Board Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Program Name)

\_\_\_\_\_  
Printed Name: Tracy Jennings

Title: Secretary

Date: \_\_\_\_\_



**EXHIBIT A**

**NAME/LOCATION OF FACILITY SITES**

**Edward Hospital  
801 S. Washington Street  
Naperville, IL 60540**

**All addresses/facilities associated with Edward Hospital.**

**EXHIBIT B**  
**NAMES OF PROGRAMS**

Associate Degree Nursing

Certified Medical Assistant

Diagnostic Medical Sonography

Emergency Medical Technician

Nursing Assistant

Ophthalmic Technician

Radiologic Technology

Respiratory Care

Sterile Processing Technician

Surgical Technology

Vascular Technology in Sonography

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

Meeting of January 23, 2024

ACTION EXHIBIT NO. 16984

**SUBJECT: AGREEMENT WITH GOTTLIEB MEMORIAL HOSPITAL**

**RECOMMENDATION:** That the Board of Trustees approve an Agreement with Gottlieb Memorial Hospital. This Agreement shall commence on January 25, 2024. and shall remain in effect for a term of three (3) years expiring on January 24, 2027. During the Term of the Agreement, it may be terminated with or without cause by either party upon thirty (30) days prior written notice. Students already enrolled in and participating in an educational experience pursuant to this Agreement at the time of the notice of termination shall be given a period of time not to exceed the shorter of i) the end of the semester or ii) six (6) months from the date of the notice of termination during which to complete the current course in their educational experience at Gottlieb Memorial Hospital. There is no cost to the college associated with this Agreement.

**RATIONALE:** This Affiliation Agreement will enable students in the Associate Degree Nursing, Nursing Assistant, Diagnostic Medical Sonography, Radiologic Technology, Surgical Technology, Ophthalmic Technician, Certified Medical Assistant, Emergency Medical Technician, Sterile Processing, and Respiratory Care programs to participate in clinical rotations at Gottlieb Memorial Hospital.

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**Submitted to Board by:** \_\_\_\_\_

  
Dr. Susan Campos, Vice President of Academic Affairs

**Board Officers' Signatures Required:**

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

## **EDUCATION AFFILIATION AGREEMENT**

This Education Affiliation Agreement ("Agreement") is entered into by and between **Gottlieb Memorial** an Illinois non-profit corporation ("Organization") and Community College District 504, commonly known as **Triton College**, an Illinois Community College ("School"), on January 25, 2024 (Effective Date).

**WHEREAS**, School offers a course of education which requires that students receive clinical educational experience as part of their professional preparation to students enrolled in the programs identified in Exhibit A;

**WHEREAS**, Organization has an interest in, and resources for, providing an educational experience consistent with the School's requirements; and

**WHEREAS**, School wishes to affiliate with Organization for the purpose of allowing qualified students to obtain such educational experience.

**NOW, THEREFORE**, the parties agree as follows:

### **I. SCHOOL DUTIES**

- A. Education Experience. School shall determine which students, and the number of students who, will participate in each educational experience rotation at Organization pursuant to this Agreement (each, a "Student", and, collectively, the "Students"), which determination shall be subject to reasonable approval by Organization. The School shall plan and administer the educational requirements to satisfy the requirements of all applicable accreditations, laws, regulations and licensing or supervising agencies.
- B. Student Records and Family Education Rights and Privacy Act ("FERPA"). School shall maintain all educational records and reports relating to Student's clinical training at Organization. School shall comply with the requirements of FERPA and shall have direct control over Student records for purposes of FERPA. Since Organization is not an "educational agency or institution" nor does it receive funding from the Secretary of Education of the United States of America, the School is solely responsible for FERPA compliance. School further acknowledges that it has adopted a FERPA policy and issues an annual notification to eligible students as required by FERPA.
- C. Supervision. School shall be responsible to supervise or arrange for the supervision of all Students in accordance with pertinent laws and regulations, which supervision may or may not be on site. All student observations and/or educational experience at Organization shall be subject to the approval of the Organization. School supervision shall not be deemed to replace any supervision or care as provided by Organization.
- D. Training. School shall screen its Students for training, background, basic skills, professional ethics, attitude, behavior and experience and shall recommend for placement in the Organization education experience program only those Students who meet the requirements for participation established by the School and the Organization.

- E. Policies. School shall inform Students of the requirement to comply with the policies, procedures, laws, standards, bylaws and rules and regulations of Organization and its affiliates at all times, provided Organization shall be responsible for making available Organization-specific policies, standards, bylaws, rules and regulations prior to execution of this Agreement.
  
- F. OSHA Training. All School employees involved in the educational experience with Organization and Students shall document appropriate training concerning applicable OSHA requirements, including without limitation, blood borne pathogens.
  
- G. Health Certification of Students and Faculty Who Are Present at Organization. Each Student will be required to complete Exhibit B prior to placement at Organization for any education experience with Organization. School shall advise Students that Organization may request that Students provide proof of required vaccinations, which must include the following vaccinations:
  - 1. Tuberculin skin test (must be completed not more than one (1) year prior to start date); the Tuberculin Assessment Form must be completed if previous Tuberculin test was positive;
  
  - 2. MMR:
    - a) If born before January 1, 1957, documentation of measles, mumps and rubella titers showing immunity. If non-immune, two MMR vaccinations;
  
    - b) If born on or after January 1, 1957, documentation of two MMR vaccinations;
  
  - 3. Attestation of having had the chicken pox or varicella titer as showing immunity;
  
  - 4. Hepatitis B vaccination or proof of immunity to Hepatitis B, (or written refusal of Hepatitis B vaccination signed by the student that expressly holds the Organization and School harmless for any Hepatitis B exposure or infection that may result from the Student's education experience at Organization) and/or such other immunization and health-related testing as may be required by the applicable state level health department or the Occupation Health and Safety Administration for each student assigned to Organization, as these requirements may change from time to time; for purposes of this Agreement, a student shall be considered to be vaccinated against Hepatitis B if he or she has received at least one (1) injection of the vaccine and is in the process of completing the required services of three injections;
  
  - 5. Flu vaccine for the season of the rotation;
  
  - 6. COVID-19 Vaccine: Evidence that the student(s) (and School staff that come to Organization's facilities) is fully vaccinated (as defined by Organization's policies, which shall be provided prior to execution of this Agreement) against COVID-19 for the season of the rotation.

If students or faculty have a religious or medical exemption to any of the above

vaccinations, School shall inform Students and Faculty that proof of vaccination or exemption will be requested by Organization at any time while Student and/or Faculty are present in Organization facilities and that such proof must be immediately presented to Organization upon request.

- H. Confidentiality. School will advise all Students assigned to Organization regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. School will also advise all Students that the confidentiality requirements survive the expiration or earlier termination of this Agreement.
- I. Notification. School shall notify the Organization at least thirty (30) days prior to the date it desires to establish an educational experience for the Students. Such notification shall include the names, addresses and other information required in this Section I and the requirements of the Students' educational experience at Organization. After opportunity to review each Student's academic and experience record and other information provided by School, Students participation in the education experience at Organization shall be subject to final approval of Organization.
- J. Control of Academic Program. School shall have complete control over all academic aspects of the educational experience program, including but not limited to, admissions, administration, faculty appointments, program design, grading, examinations, evaluations, discipline, and determination of academic credit.
- K. Participation Agreement. School shall require and ensure that each Student selected to participate in the educational experience at Organization signs the "Student Participation Agreement" attached hereto and incorporated herein as Exhibit B. School will provide signed Exhibit B forms for each student and will provide to Organization prior to the student arriving for an educational experience.
- L. Personal Protective Equipment ("PPE"). School will advise each Student and Faculty that they will be required to wear appropriate PPE which is approved by Organization. Use of PPE will be in accordance with Organization guidance, such guidance adheres to CDC and state requirements.

## **II. ORGANIZATION DUTIES**

- A. Professional Experience. Organization shall provide Students with supervised educational experience appropriate for up to such number of Students and educational experience contact hours per semester as agreed upon by the parties. Each Student's educational experiences shall be outlined in the form of attached hereto as Exhibit B Organization shall provide the appropriate use of its facilities by Students enrolled in the School or otherwise provided by the School. All patient care shall remain the sole responsibility of Organization, and neither School nor Students shall be responsible for any aspects of patient care and treatment.
- B. Participation. During educational experiences, Students shall be permitted to

participate in professional services at the Organization's facilities under the supervision of the appropriate professional staff of the Organization and the School. The scope of the Students' participation will be determined by the applicable Organization policies and to the extent permitted by law and at discretion of Organization staff.

- C. Emergency. In the event of an emergency, or when required, Organization shall have the right to temporarily relieve or remove a Student from a specific assignment.
- D. Student Removal. Organization, in its sole reasonable discretion, may immediately remove from its premises, and suspend or terminate the participation of, any Student in any education experience governed by this Agreement if Organization determines that the Student failed to observe applicable policies, procedures, rules, regulations or the instruction of Organization supervisors. Organization will immediately notify School of any such removal, suspension or termination.
- E. Laws. Organization shall comply with all applicable laws and regulations, including non-discrimination and harassment laws, rules, and regulations.
- F. Background Check. Organization shall perform a criminal background check on each Student where required by applicable law. Such criminal background check may include fingerprinting pursuant to the laws of the state where Organization is located. Any felony conviction within the previous five (5) years, and certain other convictions regardless of the length of time since conviction, may preclude a student from being accepted. Other situations will be considered on a case-by- case basis, taking into account risks to patients, employees, and the organization.
- G. Non-Teaching Patients. No provision of this Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of the Organization medical staff from designating any patient as a non-teaching patient.
- H. Right of Refusal. No provision of this Agreement shall prevent Organization from refusing to accept any student who has previously been discharged for cause as an employee of Organization, who has been removed from or relieved of responsibilities for cause by Organization, or who would not be eligible to be employed by Organization. Organization shall notify School in writing of its refusal to accept a student and the basis for the refusal; School shall not thereafter submit such student for clinical experience at Organization. Each Organization shall retain the right to decline the assignment of students from School at any time for operational reasons.
- I. Patient Care. Organization shall maintain sole responsibility for patient care.
- J. Facilities. Organization shall provide reasonable access to conference room space and dining facilities for Students and faculty as necessary. Organization shall supply, to the best of its ability, to Students and faculty, emergency medical care or, if advisable, a prompt referral to the nearest appropriate medical facility in any emergency requiring medical attention.
- K. Student Information. To the extent Organization receives or accesses personal

information about Students, Organization will keep such information confidential, only use such information as contemplated by this Agreement and protect such information in the same manner in which it protects Organization employee information.

### **III. MUTUAL DUTIES**

A. Student Assignment. The School and Organization shall mutually agree upon assignment of Students to particular Organization facilities.

B. Non-discrimination. No Student of School staff shall, on the grounds of race, color, sex, creed, age, sexual orientation, gender identity, or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any provision of this Agreement. Regarding any position for which a Student is qualified, neither Organization nor School shall discriminate against any Student because of physical or mental disability. Each party agrees to treat qualified disabled students without discrimination based upon their physical or mental disability in all educational activities associated with this Agreement, and to afford such individuals reasonable accommodations at the expense of the School. Each party certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.

C. Liaison and Supervision Requirements. Each party will appoint a liaison to serve as a communication link between the parties. Each party will provide qualified and competent individuals in adequate number for the instruction and/or supervision of Students.

### **IV. RELATIONSHIP OF THE PARTIES**

A. Legal Status of Students. It is understood and agreed that the Students are enrolled in a professional education program offered by the School. The Students shall not be deemed or considered to be employees or agents of Organization for any purpose and shall remain at all times students of the School. Students will not be entitled to receive any compensation or benefits from Organization, including, but not limited to, health care insurance, vacation or sick time or any other benefit of employment, directly or indirectly.

B. Independent Contractor Status. It is mutually understood and agreed that Organization and School are, and shall be at all times, performing as independent contractors of each other. Nothing in this Agreement is intended or shall be deemed or construed to create an agency, employer/employee, partnership, franchise, or fiduciary relationship between Organization and School and any relationship between parties is nothing other than that of educational affiliates. Neither party shall have the right to bind the other to any contractual or other obligation and the employees of each party shall not be entitled to any of the benefits of employment provided by the other party, including the accrual of tenure.

### **V. TERM AND TERMINATION**

A. Term and Extension Period. This Agreement shall commence on January 25, 2024, ("Effective Date") and shall remain in effect for a term of three (3) years expiring on January 24, 2027 ("Expiration Date"). This is the "Term". At the end of the Term,



the parties may, by mutual written agreement, agree to extend this Agreement for a period of no more than one (1) year. This is the "Extension Period".

- B. Termination by Either Party. During the Term of the Agreement, it may be terminated with or without cause by either party on thirty (30) days prior written notice. Notwithstanding any such termination, all Students already enrolled in and participating in an educational experience pursuant to this Agreement at the time of the notice of termination shall be given a period of time not to exceed the shorter of i) the end of the semester or ii) six (6) months from the date of the notice of termination during which to complete the current course in their educational experience at Organization, during which time the terms of this Agreement shall continue to govern the balance of such Students' education experiences.
- C. Termination for Breach. In the event that either party gives written notice to the other party that the other party has materially breached any obligation under this Agreement and such breach has not been cured within fifteen (15) days following the giving of such notice, the party giving such notice will have the right to terminate this Agreement immediately.
- D. Legal Opinion. If Organization obtains a written opinion of legal counsel stating that, in the event of an audit or investigation, this Agreement is likely to be challenged by any governmental agency as illegal or improper or resulting in fines, penalties or exclusion from the Medicare or Medicaid program, loss of tax-exempt status or its ability to obtain tax-exempt financing, Organization may terminate this Agreement by providing written notice to School. Within ten (10) days of such notice, the parties shall meet and confer to discuss mutually acceptable means of restructuring the relationship to eliminate the legal concern. In the event that the parties are unable to reach agreement on new terms within twenty (20) days of their meeting, this Agreement shall automatically terminate.
- E. Force Majeure. If either party is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, governmental restrictions, fire or other casualty, emergency, closure of a facility or department or any other cause beyond the reasonable control of the party, such non-performing party shall be excused of performance and shall not be in breach of this Agreement, for a period equal to any such prevention, delay or stoppage. Notwithstanding this provision, a party may terminate this Agreement immediately upon written notice if such events continue for thirty (30) days or longer.

## **VI. CONFIDENTIALITY AND PROPRIETARY INFORMATION**

- A. During the term of this Agreement and in perpetuity thereafter, regardless of the reason for the termination of this Agreement, School and/or Students shall hold all data and information, in any form, which is confidential and proprietary to Organization or its affiliates used or encountered during the term of this Agreement ("Proprietary Information") in confidence and shall not discuss, communicate or disclose to others, or make any copy or use of the Proprietary Information without first obtaining the written consent of Organization, unless required by law including Freedom of Information Act requests.
- B. Patient Identification. The identity of a patient, the nature of procedures or services provided to patients and information included in the patient's medical records shall

be confidential and shall not be disclosed by the School or Students other than for use in direct patient care unless authorized in writing by Organization or as may be required by law. Without limiting the foregoing, the School agrees to comply with all applicable federal and state confidentiality laws including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended, and its related regulations ("HIPAA").

- C. Records. Organization shall have custody and control of all medical records and charts in patient files. Neither the School nor the Student may remove or copy such records except with written permission of Organization.
- D. Studies and Research. School and/or Student shall submit to Organization for review and approval all reports, projects, theses, and publications based upon studies and research (including subject recruitment) arising out of or directly related to the cooperative education experience prior to release. Approval of the Organization shall not be unreasonably withheld.
- E. Ownership of Work. School acknowledges that Organization intends that any and all work product created or developed by Students in the performance of their educational experience under this Agreement shall be the sole and exclusive property of Organization. School hereby agrees it claims no intellectual property right of any kind and further irrevocably conveys, transfers, and assigns to Organization all right, title and interest in and to, including all intellectual property rights in and to, such work product, whether or not such work product is deemed a "work made for hire" under the Copyright Act. School irrevocably waives any and all claims School may now or hereafter have in any jurisdiction to so called "moral rights" with respect to the work product and shall provide to Organization all assistance reasonably required to perfect Organization's and its affiliate's rights in the work product hereunder. Notwithstanding the foregoing, Student and School may use work product created or developed in the performance of an educational experience under this Agreement for the sole purpose of satisfying or administering School course requirements or otherwise as permitted by Section VI(D) above and for no other purpose.

## **VII. INDEMNIFICATION AND INSURANCE**

- A. Indemnification. Unless otherwise prohibited by law (in which case neither party assumes any costs, expenses or liabilities of the other party nor waives any defenses available to it), each party shall indemnify, defend and hold harmless the other party, including but not limited to, their trustees, officers, employees, directors, students, and agents (collectively, the "Indemnified Party"), from and against all liability, claims, losses, damages and expenses, including reasonable legal fees and expenses, arising solely from their acts and omissions in the performance of their duties and obligations under this Agreement. In such an event, the Indemnified Party shall have the option either of providing its own defense for which Indemnifying Party shall promptly pay the Indemnified Party its reasonable cost and expenses, including attorney's fees, or the Indemnified Party may tender the defense to the Indemnifying Party, which shall assume it.

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

- B. Notification. Each party shall notify the other within ten (10) days of receipt of any lawsuits, claims or notices of intent to file a lawsuit based in any manner on the services provided under this Agreement.

Professional Liability Insurance. Each party shall maintain professional and general liability insurance coverage with policy limits of not less than \$1,000,000 per claim/occurrence and \$3,000,000 aggregate per year, said policies to name the other party as an additional insured for the duration of the Agreement.

- C. General Liability Insurance. School shall not assign any Students or instructors to Organization until the instructors and Students can demonstrate general liability insurance coverage with policy limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate per year, adding the Organization as an additional insured with respect to this Agreement.

- D. Workers Compensation Insurance. Each party shall maintain workers compensation insurance in amounts required in accordance with applicable laws within the state where the educational experience is being performed.

- E. Extended Reporting Period Coverage ("tail"). In the event that any of the insurance coverages referenced above are written on a claims-made basis, then such policy or policies shall be maintained during the Term of this Agreement and for a period of not less than three (3) years following the termination or expiration of this Agreement or, extended reporting period coverage ("tail") is required.

- F. Student Health Insurance. School will inform student that it is the responsibility of each student participating in the education experience at Organization to have health insurance to cover emergency health care for illnesses or injuries resulting from the student's field experience at Organization. It shall be the responsibility of the student to provide payment or adequate health insurance coverage for such emergency care and any subsequent care. Organization may require each Student to provide proof of insurance prior to beginning the education experience with Organization and upon request thereafter.

- G. Proof of Insurance. Each party shall provide certificates of insurance required under this Agreement, with updated certificates of insurance provided annually and upon request, to maintain compliance with the terms of this Agreement. Said certificates of insurance shall not be materially amended or cancelled without thirty (30) days prior written notice to the other party.

## VIII. MISCELLANEOUS

- A. Governing Law. The laws of the state of Illinois shall govern this Agreement.
- B. Venue. Venue shall be proper only in the Circuit Court of Cook County.
- C. Amendment. An amendment of this Agreement is not effective unless it is in writing and signed by the authorized agents of each of the parties.
- D. Waiver. Waiver of any provision(s) of this Agreement is not effective unless the waiver is in writing and signed by the authorized agent of the party against whom enforcement of the waiver is sought. Failure to enforce any provision does not constitute a waiver.
- E. Reformation. The provisions of this Agreement will be deemed severable and if any part of any provision is determined to be unenforceable, the provision may be changed to the extent reasonably necessary to make the provision, as so changed, enforceable.
- F. Severability. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement will not in any way be affected or impaired, but will remain binding in accordance with their terms.
- G. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision.
- H. Notices. Notice shall be given in writing and shall be effective upon depositing the notice in first-class mail or certified mail, return receipt requested, to Organization or School at the addresses below or upon actual receipt by the other party. Facsimile notices shall be delivered during the receiving party's normal business hours and shall be effective only if the sending party maintains written confirmation of facsimile receipt. Either party may change the address to which notices are to be sent by notice given in accordance with the provisions of this Section.

**Organization:** Gottlieb Memorial Hospital  
701 North Avenue  
Melrose Park, IL 60060  
Attn: President

**Copy to:** Loyola Medicine  
One Westbrook Corporate Center, Suite 840  
Westchester, IL 60154  
Attn: Senior Vice President General Counsel

**School:** Triton College  
2000 North Fifth Avenue, RM H-120  
River Grove, IL 60171  
Attn: Dean of Health Careers and Public Service Programs

**Copy to: Winner Law  
2344 W Melrose  
Chicago IL 60618**

- I. Enforceability. This Agreement is intended for the benefit of the parties only. There are no other intended third-party beneficiaries.
- J. Presumption. There is no presumption for or against either party as a result of such party being the principal drafter of this Agreement.
- K. Entire Agreement. This Agreement, including all Exhibits referenced herein, constitutes the entire agreement between the parties concerning the subject matter herein. This Agreement supersedes all prior and concurrent negotiations, agreements and understandings between the parties, whether oral or in writing, concerning the subject matter hereof.
- L. Assignment. This Agreement may not be assigned, except by Organization to a parent, subsidiary, successor, or affiliated entity, without the written consent of the parties. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and insure to the benefit of the successors and assigns of the parties.

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

**ORGANIZATION**

**SCHOOL**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Elizabeth E. Early

Name: Mark R. Stephens

Title: President

Title: Board Chairman

Date:

Date:

## EXHIBIT A

### PROGRAMS:

Associate Degree Nursing

Certified Medical Assistant

Diagnostic Medical Sonography

Emergency Medical Technician

Nursing Assistant

Nuclear Medicine Technology

Ophthalmic Technician

Radiologic Technology

Respiratory Care

Sterile Processing

Surgical Technology

Vascular Technology in Sonography

**Exhibit B**  
**Student Participation Agreement**

I, \_\_\_\_\_ ("Student"), in consideration of participating in the education  
(print name)  
experience program provided by \_\_\_\_\_  
("Organization"), through my participation in Organization's training program, hereby agree to the following:

1. I will comply with all applicable, policies, procedures, rules and regulations of Organization, and the instructions of Organization supervisors, including but not limited to, those governing patient confidentiality. I will further observe professionally appropriate modes of dress, behavior and grooming at all times.

2. I will participate in education and training opportunities in accordance with the instructions of Organization supervisors.

4. I understand and acknowledge that Organization has the right to take certain actions, including but not limited to, the right to suspend or terminate me from, or limit my participation in, the education experience program, or to evaluate me unfavorably, if in its exclusive judgment I have failed to observe applicable policies, procedures, rules, regulations, or the instructions of Organization supervisors, or have compromised the standard or quality of patient care or the safety of patients, or for other reasonable cause, including the failure to follow appropriate modes of dress, grooming and behavior. **I hereby voluntarily release School and Organization and its directors, officers, employees, agents and representatives from any and all liability based on such actions.**

5. I acknowledge that the educational experience received by me from Organization shall be received as a student at \_\_\_\_\_  
(insert school name)

as a part of my professional training, and not as an employee of Organization. I understand that as a participant in this educational program, I shall not be entitled to compensation or employee benefits, nor shall I be considered an employee of Organization for purposes of unemployment compensation, minimum wage laws, workers' compensation, income tax withholding, Social Security benefits, or any other purpose or benefit.

6. I understand that any and all work product created or developed by me in the performance of my educational experience program at Organization shall be the sole and exclusive property of Organization and that I agree to abide by Organization's policies and procedures in such regard. I hereby irrevocably convey, transfer, and assign to Organization all right, title and interest in and to, including all intellectual property rights in and to, such work product, whether or not such work product is deemed a "work made for hire" under the Copyright Act. I irrevocably waive any and all claims I may now or hereafter have in any jurisdiction to so called "moral rights" with respect to the work product and shall provide to Organization all assistance reasonably required to perfect Organization's and its affiliate's rights in the work product hereunder. Notwithstanding the foregoing, I understand I may use work product created or developed in the performance of an educational experience under this Agreement for the sole purpose of satisfying School course or program requirements and for no other purpose.

7. I understand and acknowledge \_\_\_\_\_  
(insert school name)

shall have complete control over all academic aspects of the educational program, including but not limited to, admissions, administration, faculty appointments, program design, grading, examinations and evaluations. I hereby voluntarily release Organization and its directors, officers, employees, agents and representative from any and all liability based on such actions.

8. I understand Organization requires that I submit proof of immunizations to Organization prior to the start of my educational experience at Organization. I understand also failure to submit such proof or receive a religious or medical exemption as applicable from my School will prohibit me from participating in an educational experience at Organization. Immunizations I must submit proof of receiving include: TB (or negative screening), Mumps, Rubella, Rubeola, Varicella Zoster, Hepatitis B Vaccine, Influenza and COVID-19. I understand that vaccines which are, or may be, seasonal in nature must be current prior to the start of my educational experience.

9. I have reviewed the Patient Rights Information.

10. I have read this Participation Agreement carefully and have had sufficient opportunity to ask questions and any of my questions were answered to my satisfaction before signing it.

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guardian Signature if Student is a minor

\_\_\_\_\_  
Date



**Exhibit C  
HEALTH CERTIFICATION**

**Student/School Information**

Student Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 \*License #: \_\_\_\_\_  
 \*License Expiration Date: \_\_\_\_\_  
 School: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Course Name and Number: \_\_\_\_\_  
 \_\_\_\_\_  
 Faculty Liaison/Coordinator: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Practicum Dates: \_\_\_\_\_ through \_\_\_\_\_  
 Projected Education Experience Hours: \_\_\_\_\_  
 CPR Status:

**Organization Supervisor/Preceptor Information**

Supervisor/Preceptor Name: \_\_\_\_\_  
 \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Dept.: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 \*License #: \_\_\_\_\_  
 \*License Expiration Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Project: \_\_\_\_\_  
 \_\_\_\_\_  
 CPR Status:

Immunization Status Insert Date of Each Immunization or Completion	TB Evaluation Date Completed	Mumps	Rubella	Rubeola	Varicella Zoster	Hepatitis B Vaccine Date/Declination	Influenza Vaccine	COVID-19 Vaccine
*School Supervisor/Preceptor Name								
Student Name								

\*Information is necessary only if school supervisor/preceptor will be onsite during educational experience.

**If an exemption was granted for medical or religious reasons for any vaccine, please indicate "Exemption" and the date it was granted.**

TRITON COLLEGE  
DISTRICT #504

SCHEDULE B46.09  
VOLUME XLVI  
January 23, 2024

Triton College Districtwide Combined Schedule of Classes – Summer 2024

The following firms have been invited to submit bids for printing of the Summer 2024 Districtwide Combined Schedule of Classes. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Twenty-nine (29) companies were directly solicited. Immediately after the closing hour for receiving bids, which was at 1:30 p.m. local time, Tuesday, December 12, 2023, the bids were publicly opened and read aloud in room A-300 by Danielle Stephens, Purchasing Manager and witnessed by Sam Tolia, Director, Marketing Services and Nancy Schafer, Purchasing Assistant.

COMPANY	NET COST
Indiana Printing and Publishing Company, Inc. 775 Indian Springs Road Indiana, PA 15701	\$38,791.00

It is recommended that the Board of Trustees accept the proposal submitted by Indiana Printing and Publishing Company, Inc. in accordance with their low specified bid. This item was competitively bid according to state statutes.

Recommendation along with tabulation is attached.

APPROVED:



Sean O'Brien Sullivan  
Vice President – Business Services

A/C Number	01-80300520-540200005
A/C Name	Marketing-Printing
Budget	\$ 262,000.00
Prev. Expend.	207,560.98
Schedule	38,791.00
Balance	15,648.02

MEMORANDUM

To: Sean Sullivan

From: Sam Tolia

Date: 12/13/23

Re: Bid Results



Three printers submitted a bid for the printing of the Summer 2024 Triton College District wide Combined Schedule. These bids are based on printing 145,000 copies at 68 pages plus cover. The cover prints four-color on 60# Gloss Enamel Text and the body prints one color on 30# Newsprint. Also included in the bid is an electronic proof (PDF), saddle stitching, storage and simplified mailing.

The bid is as follows:

FCL Graphics	\$69,086.56
Breese Publishing Company	\$48,556
Indiana Printing and Publishing Company	\$38,791

Accepting the bid from Indiana Printing and Publishing Company is recommended.

<b>Summer 2024 Triton College Districtwide Combined Schedule of Classes</b>		<b>Tuesday, December 12, 2023 at 1:30 pm</b>		
<b>Bid Tabulation</b>				
<b>Vendor Name:</b>	<b>Indiana Printing</b>	<b>Breese Publishing</b>	<b>FCL</b>	
145,000 copies, 68 pages plus cover	\$ 38,791.00	\$ 48,556.00	\$ 69,086.56	
Additional signatures + 4	\$ 594.00	\$ 49,810.00	\$ 68,121.52	
+ 8	\$ 1,188.00	\$ 51,124.00	\$ 71,947.90	
+ 16	\$ 2,447.00	\$ 57,283.00	\$ 74,541.86	
Less signatures - 4	\$ (3,416.00)	\$ 43,636.00	\$ 65,527.70	
- 8	\$ (4,010.00)	\$ 46,063.00	\$ 51,287.54	
- 16	\$ (5,205.00)	\$ 43,550.00	\$ 48,711.35	
Additional M's	\$ 262.17	\$ 334.87	See bid	
Inserts - Per 1,000	included	\$ 35.00	\$ -	
Delivery	included	included	included	
Simplified mailing	included	included	included	
Storage	included	included	included	
Other Charges	included	included	included	
<b>Total</b>	<b>\$ 38,791.00</b>	<b>\$ 48,556.00</b>	<b>\$ 69,086.56</b>	

Castle Printech  
121 Industrial Drive  
DeKalb, IL 60115

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

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

ColorArt  
101 Workman Court  
Eureka, MO 63025

Creasey Printing Services  
1905 Morning Sun Ln  
Springfield, IL 62711

Signature Offset  
13801 E 33<sup>rd</sup> Pl, Unit F  
Aurora, CO 80011

United Graphics LLC  
1864 S Elmhurst Rd  
Mt. Prospect, IL 60056

Midstates Inc  
4820 Capital Ave NE  
Aberdeen, SD 57401

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

Blue Island Newspaper Printing, Inc,  
262 W 147<sup>th</sup> St  
Harvey, IL 60426

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

Creekside Printing  
1175 Davis Road  
Elgin, IL 60123

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

Regional Publishing Corp  
12243 S Harlem  
Palos Heights, IL 60463

John S Swift  
999 Commerce Ct  
Buffalo Grove, IL 60089

Woodward Printing Services  
11 Means Drive  
Platteville, WI 53818

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

The Viking Printing Group  
497 Widgeon Ln  
Bloomington, IL 60108

Custom Services  
120 W Laura Drive  
Addison, IL 60101

Vouge Printers  
820 S Northpoint Blvd  
Waukegan, IL 60085

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

PA Hutchison Company  
400 Pen Ave  
Mayfield, PA 18433

Indiana Printing  
775 Indian Springs Rd  
Indiana, PA 15701

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

Data Reproduction Corporation  
4545 Glenmeade Lane  
Auburn Hills, MI 48326

Topweb  
5450 N Northwest Highway  
Chicago, IL 60630

EP Graphics  
169 Jefferson St  
Berne, IN 46711

Envision3  
225 Madsen Dr  
Bloomington, IL 60108

The Printing Works  
2485 E Devon Ave  
Elk Grove Village, IL 60007

## **SPECIFICATIONS**

### **Name**

Summer 2024 Triton College Combined Schedule of Classes

### **Pages**

Please provide quote for 68 pages plus cover;  
quote cost of plus or minus four-page signatures.

### **Quantity**

145,000; give price for additional M's.

### **Size**

Tabloid format; 10 1/2" x 12".

### **Ink**

One color throughout (Black); four-color on front, inside front, back, and inside back cover.

### **Paper**

Cover: 60# gloss enamel text Body: Good quality, 30# newsprint

Note: Clearly indicate whether or not cost of paper is included in base price of bid.

### **Bleeds**

Cover bleeds 4-sides. Body bleeds 4-sides. (Finished trim size is 10 1/2" x 12").

### **Bindery**

Saddlestitch.

### **Copy**

Files provided via e-mail approximately Feb. 2, 2024.

### **Proofs**

A PDF of the complete job is to be submitted to Triton College for approval before printing.

### **First Delivery**

2,000 schedules are to be delivered approximately Feb. 23, 2024, in easy-to-handle bundles not to exceed 40 lbs. in weight to: Triton College Warehouse, 2000 Fifth Ave., River Grove, IL 60171

### **2nd Delivery**

143,000 copies to be prepared for simplified mailing and delivered approximately Feb. 23, 2024, to the Palatine Post Office Facility, 1300 E. Northwest Highway, Palatine 60095-9997.

SCHEDULES PREPARED FOR MAILING SHOULD WEIGH NO MORE THAN 1,500 POUNDS PER PALLET. THE POST OFFICE WILL NOT ACCEPT ANY SKIDS WEIGHING MORE THAN THIS. IF THE

POST OFFICE REJECTS SKIDS DUE TO OVERLOADING, IT IS THE PRINTER'S RESPONSIBILITY TO CORRECT THE SITUATION.

IT IS ALSO EXTREMELY IMPORTANT THAT THE WEIGHT OF THE EMPTY PALLET BE WRITTEN ON THE SIDE OF THE PALLET AS WELL AS ON THE PS FORM 3602.

Quote cost per thousand for simplified mailing.

Printer MUST provide Triton College with a CASS-certified Mailing List or subscription that is valid within 90 days before the mailing date. (Please submit with your final bid.)

The mailing is prepared by the printer in accordance with the Domestic Mail Manual Eligibility Standards (343.6.0)

Printer should also reference DMM (345.6.0 up to and including 345.6.10.6) to be assured all Postal Regulations are met. (Triton College CANNOT make any exceptions to these requirements.)

Printer should furnish to Lori Silvestri at Triton College, Room N-100, a completed, signed receipt of all SCHEDULES DELIVERED, INCLUDING THOSE SENT TO THE POST OFFICE.

In the event that you have any questions regarding the mail preparation, you can contact Lori Ann Silvestri at [lorisilvestri@triton.edu](mailto:lorisilvestri@triton.edu) or (708) 456-0300, Ext. 3812.

It will be assumed by Triton College that all bids meet the above specifications unless otherwise specifically stated in proposal.

If additional information or clarification is needed, please phone Sam Tolia at (708) 456-0300, Ext. 3172.