



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, February 18, 2025

- I. CALL TO ORDER** February 18, 2025 at 6:30 p.m.
Boardroom, A-300
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LXI**
Minutes of the Regular Board Meeting of January 28, 2025, No. 10
- 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
 - 17162 Engagement of Legal Counsel and the Filing of a Lawsuit Challenging the Creation of TIF #9 and the Expansion of TIF #4 by the Village of Rosemont – Confirmation of Board Poll

- 17163 Trustee Travel Request
- 17164 Budget Transfers
- 17165 Rovelocity Electric Golf Cart Purchase
- 17166 Carroll Seating Gymnasium Bleacher Purchase
- 17167 Agreement with Redrock Software Corp to Provide TracCloud Software as a Service
- 17168 TRIUMPH and SURGE North Carolina College Tour
- 17169 Spring Break 2025 College for Kids Camp with District 97
- 17170 Spring Break 2025 College for Kids Camp with Friday Night Place
- 17171 Agreement with Parchment LLC for Diploma/Certificate Services
- 17172 Destruction of Closed Session Verbatim Recordings

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 Contracts

Cierra Morris, Director of Workforce Equity Initiative

Troy Moran, Dean of Health Careers & Public Service Programs

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/>).

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:31 p.m. Following the pledge of allegiance, roll call was taken.

Present: Mr. Luke Casson, Ms. Kailee Harper, Mr. Tracy Jennings, Mr. Glover Johnson, Mrs. Elizabeth Potter, Mr. Rich Regan, Ms. Diane Viverito, Mr. Mark Stephens.

CLOSED SESSION

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

Roll Call Vote:

Affirmative: Mr. Casson, Ms. Harper, Mr. Jennings, Mr. Johnson, Mrs. Potter, Mr. Regan, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes. The Board went into Closed Session at 6:33 p.m.

RETURN TO OPEN SESSION

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

Roll Call Vote:

Affirmative: Mr. Casson, Ms. Harper, Mr. Jennings, Mr. Johnson, Mrs. Potter, Mr. Regan, Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes. The Board returned to Open Session at 7:10 p.m.

APPROVAL OF BOARD MINUTES

Mrs. Potter made a motion, seconded by Mr. Johnson to approve the minutes of the Regular Board meeting of December 17, 2024. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Faculty Association President Leslie Wester commented that the Faculty Workshop was a successful event, and announced that the Faculty Association has increased its scholarship fund.

STUDENT SENATE REPORT

TCSA President Mark Kouria reported that Welcome Week continues through this Thursday, and clubs & organizations are back.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

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

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on January 15 and reviewed eleven new business items and two purchasing schedules. All were unanimously approved and sent to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

New Programs: Vice President of Academic Affairs Susan Campos presented information on programming that has been expanded to meet the demands of the workforce and equip students with the skills needed for today's industries. This included: Associate in Engineering Science degree, Cosmetology certificate, Forklift certificate, Heating & Air Conditioning and Electronic Vehicle programming. Dr. Campos shared that the College is utilizing grant funding in bringing all of these opportunities to our students.

Chairman Stephens commented on the importance of offering such programming with viable income to our community and expressed pride in knowing that Triton College makes a difference in peoples' lives. President Mary-Rita Moore added that the College is looking at new programming and refreshing current programs to ensure their continued viability in response to what our district small business owners are looking for. To inform the community, these new offering will be highlighted in the College's publications and on social media.

PRESIDENT'S REPORT

Nothing further.

CHAIRMAN'S REPORT

None.

NEW BUSINESS

ACTION EXHIBITS

The Action Exhibits were taken as a group with no objection.

17151 Budget Transfers

17152 Sievert Electric Baseball Scoreboard Purchase

17153 Agreement with Premier Sports Medicine of FL, LLC

17154 Disposal of Obsolete Electronic and Broadcast Equipment

17155 Ellucian CRM Advise Software Renewal

17156 Agreement with Alexian Brothers Medical Center (DMS)

- 17157 Agreement with Alexian Brothers Medical Center (RSC)
- 17158 Welding Boot Camp – SPEER Academy
- 17159 TRIO SSS Campus/Historical Tour to Texas (Austin and Houston)
- 17160 Acceptance of Donated Diagnostic Equipment from Subaru of America, Inc.
- 17161 Increase in Course Lab Fees for Fall 2025

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

PURCHASING SCHEDULES

- B47.10 Summer 2025 – Triton College Credit Schedule
- B47.11 FY 2025 Admissions Welcome Packet

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

BILLS AND INVOICES

Mr. Jennings made a motion, seconded by Mr. Regan, to pay the Bills and Invoices in the amount of \$2,052,500.97.

Roll Call Vote:

Affirmative: Mr. Casson, Ms. Harper, Mr. Jennings, Mr. Johnson, Mrs. Potter,
Mr. Regan, Ms. Viverito, Mr. Stephens.

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

HUMAN RESOURCES REPORT

1.0 Faculty

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

2.0 Adjunct Faculty

Ms. Viverito made a motion, seconded by Mrs. Potter, to approve pages 2 – 4 of the Human Resources Report, items 2.1.01 through 2.7.01. Voice vote carried the motion unanimously.

3.0 Administration

Mrs. Potter made a motion, seconded by Mr. Regan, to approve page 5 of the Human Resources Report, items 3.1.01 through 3.3.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Mr. Regan made a motion, seconded by Mr. Jennings, to approve pages 6 – 8 of the Human Resources Report, items 4.1.01 through 4.7.02. Voice vote carried the motion unanimously.

5.0 Mid-Management

Mr. Johnson made a motion, seconded by Ms. Harper, to approve page 9 of the Human Resources Report, items 5.1.01 through 5.4.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Ms. Harper made a motion, seconded by Mrs. Potter, to approve pages 10 – 12 of the Human Resources Report, items 6.1.01 through 6.4.01. Voice vote carried the motion unanimously.

7.0 Other

Mr. Jennings made a motion, seconded by Mrs. Potter, to approve pages 13 – 14 of the Human Resources Report, items 7.1.01 through 7.4.05. Voice vote carried the motion unanimously.

ADJOURNMENT

With no business left before the Board, Mr. Stephens asked for a motion to adjourn. Motion was made by Mr. Johnson to adjourn the regular meeting of the Board of Trustees, seconded by Ms. Viverito. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 7:45 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Tracy Jennings
Board Secretary

Susan Page
Susan Page, Recording Secretary

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

Meeting of February 18, 2025

ACTION EXHIBIT NO. 17162

SUBJECT: ENGAGEMENT OF LEGAL COUNSEL AND THE FILING OF A LAWSUIT CHALLENGING THE CREATION OF TIF #9 AND THE EXPANSION OF TIF #4 BY THE VILLAGE OF ROSEMONT – CONFIRMATION OF BOARD POLL

RECOMMENDATION: That the Board of Trustees engage legal counsel to file litigation concerning the creation of the Rosemont TIF #4 expansion and the creation of Rosemont TIF #9 by the Village of Rosemont.

RATIONALE: The Triton College Finance Department attends and monitors in-district TIF Joint Review Boards. Shortly following the creation and expansion of the above referenced TIF's, both of which were questioned and challenged by the college, information about a potential sale of the TIF affected parcels by the Village of Rosemont became publicly known to the college. The order of these transactions could negatively impact college finances and that of other local taxing bodies as well as the in-district taxpayers. The College has a fiduciary duty to Triton taxpayers to examine and monitor the impact of TIF's upon tax revenues. The college consulted with legal experts and was advised concerning its option to pursue legal action. A Board Poll was conducted January 30-31, 2025 with the following results: 1 Recusal (Chairman Stephens), 5 Yes with the Student Trustee also voting yes, and 1 not voting (Trustee Casson).

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

Board Officers' Signatures Required:

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

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

Meeting of February 18, 2025

ACTION EXHIBIT NO. 17163

SUBJECT: BOARD OF TRUSTEES TRAVEL REQUEST

RECOMMENDATION: To approve travel for Trustee Tracy Jennings to attend a meeting of the Illinois Community College Trustees Association (ICCTA) in Lisle, Illinois on March 14-15, 2025. Total cost of travel will not exceed \$325, itemized as follows: registration - \$165; transportation - \$35; lodging - \$0; meals - \$125.

RATIONALE: In keeping with the Local Government Travel Expense Control Act, the Board of Trustees reviews the travel expenses of all Board members. Trustee Jennings is the Board's appointed representative to the ICCTA and he will interact with community college trustees from across the state on topics pertinent to trusteeship and issues affecting higher education.

Submitted to Board by: Mary-Rita Moore
Mary-Rita Moore, President

Board Officers' Signatures Required:

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

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

Meeting of February 18, 2025

ACTION EXHIBIT NO. 17164

SUBJECT: BUDGET TRANSFERS

RECOMMENDATION: That the Board of Trustees approve the attached proposed budget transfers to reallocate funds to object codes as required.

RATIONALE: Transfers are recommended to accommodate institutional priorities.
See description on attached forms.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

**PROPOSED BUDGET TRANSFERS - FY 2025
FOR THE PERIOD 1/1/25 to 1/31/25**

FROM		
ID#	AREA	ACCT #
EDUCATION FUND		
1	Early Childhood Ed	01-10103010-530900010
2	Planning & Accreditation	01-20801050-550100005
3	Assessment Services	01-30200505-540100210
4	Dual Credit	01-30200541-550200005
5	VP Student Affairs	01-80100510-540900505
6	AVP Academic Innovation	01-80100515-530900010
7	VP Business Affairs	01-80100520-580500010
8	Information Systems Services	01-80800510-530400030
9	Professional Development	01-80900540-540100110

TO		
AREA	ACCT #	AMOUNT
Early Childhood Ed	01-10103010-550100005	250.00
Planning & Accreditation	01-20801050-530900010	2,000.00
Assessment Services	01-30200505-530900010	380.00
Dual Credit	01-30200541-540100110	780.00
VP Student Affairs	01-80100510-530900010	9,500.00
AVP Academic Innovation	01-80100515-540900505	6,570.00
VP Business Affairs	01-80100520-580500010	620.00
Information Systems Services	01-80800510-550300005	1,420.00
Professional Development	01-80900540-550200005	175.00
TOTAL EDUCATION FUND	\$	<u>21,695.00</u>

ID#	AREA	ACCT #
MAINTENANCE FUND		
10	Utilities	02-70600510-570500000

AREA	ACCT #	AMOUNT
Ground Maintenance	02-70300510-560600010	2,095.00
TOTAL MAINTENANCE FUND	\$	<u>2,095.00</u>

ID#	AREA	ACCT #
RESTRICTED FUND		
11	Westlake #6	06-10405013-530900010
12	Westlake #6	06-10405013-540100110
13	Westlake #6	06-10405013-540100240
14	Westlake #6	06-10405013-540200010
15	Westlake #6	06-10405013-540600005
16	Westlake #6	06-10405013-540700005
17	Westlake #6	06-10405013-550100005
18	Westlake #6	06-10405013-550200015
19	State Performance Grant	06-10605001-520100105

AREA	ACCT #	AMOUNT
Westlake #6	06-10405013-590200000	350.25
Westlake #6	06-10405013-590200000	300.00
Westlake #6	06-10405013-590200000	2,577.45
Westlake #6	06-10405013-590200000	200.00
Westlake #6	06-10405013-590200000	350.00
Westlake #6	06-10405013-590200000	500.01
Westlake #6	06-10405013-590200000	863.25
Westlake #6	06-10405013-590200000	1,246.42
State Performance Grant	06-10605001-510200005	6,947.79

**PROPOSED BUDGET TRANSFERS - FY 2025
FOR THE PERIOD 1/1/25 to 1/31/25**

20	AES-ADULT ED. STATE	06-10605002-520100105	AES-ADULT ED. STATE	06-10605002-510200005	7,656.21
21	AES-ADULT ED. STATE	06-10605002-530900010	AES-ADULT ED. STATE	06-10605002-510600005	11,255.70
22	ICCB Rev Up EV Charging	06-10905002-580600005	ICCB Rev Up EV Charging	06-10905002-530900010	38,133.00
23	ICCB Non-Credit Workforce	06-30905024-540700005	ICCB Non-Credit Workforce	06-30905024-550300005	5,000.00
24	WEI #6	06-30905025-590200000	WEI #6	06-30905025-530900010	4,000.00
				TOTAL RESTRICTED FUND	\$ 79,380.08
				TOTAL PROPOSED BUDGET TRANSFERS	\$ 103,170.08

Budget Transfer Form

Dollar Amount \$250

From what Budget Account 01 10103010 530900010 **Object Code Description** Other Contractual Services

To what Budget Account 01 10103010 550100005 **Object Code Description** Early Childhood Meeting Expenses

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? Yes No **Include Attachments: Yes No**

Rationale:

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

The funds in the account were for paying speakers at the Education Symposium hosted on October 16. Now that the symposium is completed, the money is no longer needed in the account.

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

The receiving account needs additional funds for meeting expenses for the Spring 2025 Advisory Meeting in order to pay the TriCafe for anticipated services.

Required Signatures

Requestor Hunter Stuckemeyer 10/28/2024
Signed by: 8D91620ED084409...

Cost Center Manager Hunter Stuckemeyer 10/28/2024
Signed by: 8D91620ED084409...

Associate Dean (if Applicable) Mel Loucks 10/28/2024
Signed by: 102483900B994D1...

Dean (if Applicable) Jeanette Bartley 10/28/2024
Signed by: BEC725A931247F...

Associate Vice President Susan Campos 1/22/2025
Signed by: 37D8745E0B86449...

Area Vice President Paul Jensen 1/22/2025
Signed by: 815C0088B19740E...

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: N

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 1/24/25

Entered by: B7884 JB 1-27-25

Budget Transfer Form

Dollar Amount \$2000

From what Budget Account 01 20801050 550100005 Object Code Description Planning & Accreditation: Meeting Expense

To what Budget Account 01 20801050 530900010 Object Code Description Planning & Accreditation: other contractual

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

Grant Accountant? _____ Include Attachments: Yes No

Rationale:
 Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 The funds in this account are sufficient to cover the cost of all budgeted meetings for this fiscal year.

Explain specifically why additional funds are needed in the receiving account:
 The funds added in this budget will be used to cover the cost of Great Colleges Employee Engagement Survey and contractual services for the strategic plan.

Required Signatures

Requestor Anthony Riley Signed by: _____ 1/13/2025

Cost Center Manager Purna DeVol Signed by: _____ 1/13/2025

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Purna DeVol Signed by: _____ 1/15/2025

Area Vice President Susan Campos Signed by: _____ 1/15/2025

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____ *AM*

Exec. Dir. of Bus. Operations: _____ *CR*

VP of Business Services: Susan 1/10/25

Entered by: B7942 73 1-21-25

Budget Transfer Form

Dollar Amount \$380

		Object Code Description	
From what Budget Account	01 - 30200505 - 540100210	instructional supplies	
To what Budget Account	01 - 30200505 - 530900010	other contractual 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? Yes No **Include Attachments: Yes No**

Rationale:

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

Predicted expenditures from the "instructional supplies" budget line allow for sufficient transfer of funds. This transfer should not create a shortfall in needed funds from this budget line.

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

Due to increased usage of testing center appointment system, annual tier package for DaySmart (Appointment Plus) is needed to go from silver (\$699.00) to gold tier package (\$999.00).

There are currently only \$719.00 in the "contractual services" line budgeted to pay the \$999.00 invoice. The requested transfer of \$380.00 will cover the difference of \$280 with an extra \$100.00 budgeted for any overage uses.

Required Signatures

Requestor Brent Damsy 1/6/2025
Signed by: 0AEFD2A80CE7449

Cost Center Manager Brent Damsy 1/6/2025
Signed by: 0AEFD2A80CE7449

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President Denise Jones 1/6/2025
Signed by: FEB571833C454BE

Area Vice President Jodi Koslow Martin 1/8/2025
Signed by: 7F7DB8A84BAE4FC

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 1/9/25

Entered by: B7853 B 1.9.25

Budget Transfer Form

Dollar Amount

\$780.00

From what Budget Account

01 30200541 550200005

Object Code Description

Early College Travel In-State

To what Budget Account

01 30200541 540100110

Early College Office Supplies

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:

In State travel has been Completed for the year and remaining funds Can be utilized in other areas.

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

Additional funds are needed to purchase paper and last order of toner for the fiscal year due to increased printing to support increased enrollment in Early College programming.

Required Signatures

Requestor

Signed by: Alexandria Terrazas 12/6/2024

Cost Center Manager

Signed by: Alexandria Terrazas 12/6/2024

Associate Dean (if Applicable)

Dean (if Applicable)

Signed by: Alexandria Terrazas 12/6/2024

Associate Vice President

Signed by: Paul Jensen 12/10/2024

Area Vice President

Signed by: Susan Campos 12/29/2024

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: M

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 1/7/25

Entered by: B7852 JB 1.7.25

Budget Transfer Form

Dollar Amount \$9,500

From what Budget Account 01 - 80100510 - 540900505 **Object Code Description** VP Student Affairs: Other Materials & Supplies

To what Budget Account 01 - 80100510 - 530900010 **Object Code Description** VP Student Affairs: Other Contractual 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:
 Although the funds were allocated for Materials and Supplies, a portion of these funds are being transferred to cover the cost associated with the Common App implementation.

Explain specifically why additional funds are needed in the receiving account:
 To cover the costs associated with the Common App. This includes a one-time implementation fee of \$7,000 for the ICCB Early Adopter Membership and an annual membership fee of \$2,500. The Total amount is \$9,500.

Required Signatures

Requestor Signed by: Inette Perez 1/22/2025
38C693C234184ED

Cost Center Manager Signed by: Jodi Koslow Martin 1/22/2025
7F7DB8A84BAE4FC

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Signed by: Paul Jensen 1/22/2025
81512088B1974DE

Area Vice President Signed by: Susan Campos 1/22/2025
87D8745E0BA8449

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____ *M*

Exec. Dir. of Bus. Operations: _____ *CR*

VP of Business Services: *S* 1/24/25

Entered by: B 7886 JB 1-27-25

Budget Transfer Form

Dollar Amount \$6570

From what Budget Account 01 80100515 530900010 Object Code Description AVP Academic Innovation: Other Contractual

To what Budget Account 01 80100515 540900505 Object Code Description AVP Academic Innovation: Material & Supply

Is this a Grant? Yes No *If you are submitting a grant transfer, the following statement must appear in the Rationale:
 Yes No "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:
Planned contractual expense will be deferred until FY26 freeing funds to be used for new academic program.

Explain specifically why additional funds are needed in the receiving account:
Funding is needed for an unbudgeted lab expense for the new barber program.

Required Signatures

Requestor Anthony Riley 1/21/2025
Signed by: 48F850185788467...

Cost Center Manager Paul Jensen 1/21/2025
Signed by: 815C0088B1974DE...

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President Paul Jensen 1/21/2025
Signed by: 815C0088B1974DE...

Area Vice President Susan Campos 1/21/2025
Signed by: 87D8745E08A8449...

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____ *M*

Exec. Dir. of Bus. Operations: _____ *OR*

VP of Business Services: Susan 1/24/25

Entered by: B7885 JB 1-27-25

Budget Transfer Form

Dollar Amount: \$620.00

From what Budget Account: 01 80100520 580500010 VP Business Affairs : Equipment - Computers >5K

To what Budget Account: 01 80100520 540600005 VP Business Affairs : Publication & Dues

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

Grant Accountant? _____ Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Less funds are needed in VP Business Affairs : Equipment - Computers >5K account this Fiscal Year.

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

Funds are need in VP Business Affairs : Publication & Dues do to the increasing price of publications.

Required Signatures

Requestor: Danielle Stephens 1/10/2025

Cost Center Manager: Jim Reynolds 1/13/2025

Associate Dean (If Applicable): _____

Dean (If Applicable): _____

Associate Vice President: Colleen Rockafellow 1/13/2025

Area Vice President: Sean Sullivan 1/13/2025

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 1/16/25

Entered by: B37863 JB 1.21.25

Budget Transfer Form

Dollar Amount \$1420

From what Budget Account 01 80800510 530400030 Object Code Description Software Support & Maintenance

To what Budget Account 01 80800510 550300005 Travel - out of State

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:
 The funds originally budgeted for Software Support will be transferred to the Travel-Out of State cost center to pay for Jo Perez's travel to the Ellucian Conference. There are enough funds for the remainder of the Fiscal Year

Explain specifically why additional funds are needed in the receiving account:
 These funds will be used to pay for Jo Perez's travel to the Ellucian Conference.

Required Signatures

Requestor Sarah Goglas 12/17/2024

Cost Center Manager Michael Garity 12/17/2024

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Michael Garity 1/13/2025

Area Vice President Sean Sullivan 1/13/2025

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: MR

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 1/16/25

Entered by: B7864 73 1.25.25

Budget Transfer Form

Dollar Amount \$175.00

From what Budget Account 01 - 80900540 - 540100110 Object Code Description Office Supplies

To what Budget Account 01 - 80900540 - 550200005 Object Code Description Travel InState

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:

I need less office supplies since so much of our work is digital.

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

I will be attending the in-state Equity Academy for professional development.

Required Signatures

Requestor Susan Rolide 1/16/2025
DOEC12E668A1451...

Cost Center Manager Susan Rolide 1/16/2025
DOEC12E668A1451...

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President Purna Devol 1/16/2025
ESB20A732509403...

Area Vice President Sean Sullivan 1/16/2025
642220251EC74A1...

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: MR

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 1/21/25

Entered by: B7880 B 1-21-25

Budget Transfer Form

Dollar Amount \$2095.00

			Object Code Description
From what Budget Account	02	70600510	570500000 Telephone
To what Budget Account	02	70300510	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? Yes No

Rationale:

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

Telephone expenses have been less than anticipated to date this Fiscal Year.

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

Additional funds are needed to cover cost of Atrius solar panel software for the Cernan Center.

Required Signatures

Requestor DocuSigned by: John Lambrecht 12/20/2024

Cost Center Manager DocuSigned by: John Lambrecht 12/20/2024

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President Signed by: Colleen Rodafellow 12/20/2024

Area Vice President Signed by: Sean Sullivan 12/20/2024

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: AR

Exec. Dir. of Bus. Operations: CR

VP of Business Services: SP 1/14/25

Entered by: B7858 DS 1/16/25

Budget Transfer Form

Dollar Amount \$350.25

From what Budget Account 06 10405013 530900010 Object Code Description westlake6 5thYR : other contractual services

To what Budget Account 06 10405013 590200000 Object Code Description westlake6 5thYR : student Grants & scholarship

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? Elizabeth Zydron 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 were allocated for use during this fiscal year, however, additional funds are needed for student grants and scholarships (06-10405013-590200000), which is the priority for student support.

Explain specifically why additional funds are needed in the receiving account:
 Funds will be used to cover tuition and fees for currently eligible westlake Scholarship recipients. This is an allowable transfer under the Westlake Health Foundation Scholarship guidelines.

Required Signatures

Requestor Zelda M. Fredette Signed by: 1/10/2025

Cost Center Manager Christine Debusle DocuSigned by: 1/10/2025

Associate Dean (if Applicable) _____ Signed by: 1/13/2025

Dean (if Applicable) Greg Brafau Signed by: 1/13/2025

Associate Vice President Paul Jensen Signed by: 1/14/2025

Area Vice President Susan Campos Signed by: 1/14/2025

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zydron 1/17/25

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 1/21/25

Entered by: B7968 JB 1.21.25

Budget Transfer Form

Dollar Amount \$300.00

From what Budget Account 06 10405013 540100110 Object Code Description westlake6 5thYR : office supplies

To what Budget Account 06 10405013 590200000 westlake6 5thYR : student Grants & Scholarship

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? Elizabeth Zydron 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 were allocated for use during this fiscal year, however, additional funds are needed for student grants and scholarships (06-10405013-590200000), which is the priority for student support.

Explain specifically why additional funds are needed in the receiving account:
 Funds will be used to support current eligible westlake scholarship recipients' tuition and fees. This is an allowable transfer under the westlake Health Foundation Scholarship guidelines.

Required Signatures

Requestor Signed by: Zeldia M Fredette 1/10/2025

Cost Center Manager DocuSigned by: Christine Debusch 1/10/2025

Associate Dean (If Applicable) _____

Dean (If Applicable) Signed by: Greg Baylau 1/13/2025

Associate Vice President Signed by: Paul Jensen 1/13/2025

Area Vice President Signed by: Susan Campos 1/14/2025

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zydron 1/17/25

Asst. Director of Finance: SO

Exec. Director of Finance: MP

Exec. Dir. of Bus. Operations: CR

VP of Business Services: Lu 1/21/25

Entered by: B7869 73 1.21.25

Budget Transfer Form

Dollar Amount: \$2,577.45

From what Budget Account: 06 10405013 540100240 Object Code Description: westlake6 5thYR : student supplies

To what Budget Account: 06 10405013 590200000 Object Code Description: westlake6 5thYR : student grants & scholarship

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? Elizabeth Zydron 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 were allocated for use during this fiscal year, however, additional funds are needed for student grants and scholarships (06-10405013-590200000), which is the priority for student support.

Explain specifically why additional funds are needed in the receiving account:
 Funds will be used to support current eligible westlake Scholarship recipients' tuition and fees. This is an allowable transfer under the westlake Health Foundation Scholarship guidelines.

Required Signatures

Requestor Signed by: Yelda M Fredette 1/10/2025
DocuSigned by: Yelda M Fredette

Cost Center Manager DocuSigned by: Christine Deluste 1/10/2025
DocuSigned by: Christine Deluste

Associate Dean (If Applicable) Signed by: _____ 1/13/2025

Dean (If Applicable) Signed by: Greg Bofau 1/13/2025
DocuSigned by: Greg Bofau

Associate Vice President Signed by: Paul Jensen 1/13/2025
DocuSigned by: Paul Jensen

Area Vice President Signed by: Susan Campos 1/14/2025
DocuSigned by: Susan Campos

BUSINESS OFFICE APPROVALS

Grant Accountant: Elizabeth Zydron 1/17/25

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 1/21/25

Entered by: B 7860 28 1/21-25

Budget Transfer Form

Dollar Amount

\$200.00

From what Budget Account

06 10405013 540200010

Object Code Description

westlake6 5thYR : copier charge

To what Budget Account

06 10405013 590200000

westlake6 5thYR : student grants & scholarship



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? Elizabeth Zydron

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 were allocated for use during this fiscal year, however, additional funds are needed for student grants and scholarships (06-10405013-590200000), which is the priority for student support.

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

Funds will be used to support current eligible westlake scholarship recipients' tuition and fees. This is an allowable transfer under the westlake Health Foundation Scholarship guidelines.

Required Signatures

Requestor

Signed by: Felicia M Fredette 1/10/2025

Cost Center Manager

DocuSigned by: Christine Delush 1/10/2025

Associate Dean (If Applicable)

Signed by: _____ 1/13/2025

Dean (If Applicable)

Signed by: Gregg Bergau 1/13/2025

Associate Vice President

Signed by: Paul Jensen 1/13/2025

Area Vice President

Signed by: Susan Campos 1/13/2025

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zydron 1/17/25

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

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

VP of Business Services: [Signature] 1/21/25

Entered by: B7871 B 1-21-25

Budget Transfer Form

Dollar Amount \$350.00

From what Budget Account 06 10405013 540600005 Object Code Description westlake6 5thYR : Publication & Dues

To what Budget Account 06 10405013 590200000 Object Code Description westlake6 5thYR : Student Grants & Scholarship

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? Elizabeth Zydron 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 were allocated for use during this fiscal year, however, additional funds are needed for student grants and scholarships (06-10405013-590200000), which is the priority for student support.

Explain specifically why additional funds are needed in the receiving account:
 Funds will be used to support current eligible westlake Scholarship recipients' tuition and fees. This is an allowable transfer under the westlake Health Foundation Scholarship guidelines.

Required Signatures

Requestor Elda M. Fiedette Signed by: 1/10/2025

Cost Center Manager Christine Deluski DocuSigned by: 1/10/2025

Associate Dean (If Applicable) _____ Signed by: 1/13/2025

Dean (If Applicable) Gregg Berglau Signed by: 1/13/2025

Associate Vice President Paul Jensen Signed by: 1/14/2025

Area Vice President Susan Campos Signed by: 1/14/2025

BUSINESS OFFICE APPROVALS

Grant Accountant: E. Zydron 1/17/25

Asst. Director of Finance: _____

Exec. Director of Finance: M

Exec. Dir. of Bus. Operations: CR


VP of Business Services: Don 1/21/25

Entered by: B7872 73 1.21.25

Budget Transfer Form

Dollar Amount \$500.01

From what Budget Account	06	10405013	540700005	Object Code Description westlake6 5thYR : Advertising
To what Budget Account	06	10405013	590200000	westlake6 5thYR : student Grants & Scholarships

Initial  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? Elizabeth Zydron 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 were allocated for use during this fiscal year, however, additional funds are needed for student grants and scholarships (06-10405013-590200000), which is the priority for student support.


Explain specifically why additional funds are needed in the receiving account:
 Funds will be used to support current eligible westlake Scholarship recipients' tuition and fees. This is an allowable transfer under the westlake Health Foundation Scholarship guidelines.


Required Signatures


Requestor	Signed by: <u>Johanna M Fredette</u>	1/10/2025
Cost Center Manager	DocuSigned by: <u>Christine Debusk</u>	1/10/2025
Associate Dean (if Applicable)	Signed by: _____	1/13/2025
Dean (if Applicable)	Signed by: <u>Greg Boflaw</u>	1/13/2025
Associate Vice President	Signed by: <u>Paul Jensen</u>	1/14/2025
Area Vice President	Signed by: <u>Susan Campos</u>	1/14/2025


BUSINESS OFFICE APPROVALS

Grant Accountant: E Zydron 1/17/25

Asst. Director of Finance: 

Exec. Director of Finance: 

Exec. Dir. of Bus. Operations: 

VP of Business Services:  1/21/25

Entered by: B7873 ZB 1-21-25

Budget Transfer Form

Dollar Amount \$1246.42

From what Budget Account 06 10405013 550200015 Object Code Description Westlake6 5thYR : Mileage reimb - clinical

To what Budget Account 06 10405013 590200000 westlake6 5thYR : student grants & scholarship

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? Elizabeth Zydron 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 were allocated for use during this fiscal year, however, additional funds are needed for student grants and scholarships (06-10405013-590200000), which is the priority for student support.

Explain specifically why additional funds are needed in the receiving account:
 Funds will be used to support current eligible westlake scholarship recipients' tuition and fees. This is an allowable transfer under the Westlake Health Foundation Scholarship guidelines.

Required Signatures

Requestor Signed by: *Felicia M Fredette* 1/10/2025

Cost Center Manager DocuSigned by: *Christine Debusk* 1/10/2025

Associate Dean (If Applicable) _____

Dean (If Applicable) Signed by: *Gregg Beglau* 1/13/2025

Associate Vice President Signed by: *Paul Jensen* 1/13/2025

Area Vice President Signed by: *Susan Campos* 1/14/2025

BUSINESS OFFICE APPROVALS

Grant Accountant: *E Zydron* 1/17/25

Asst. Director of Finance: _____

Exec. Director of Finance: *M*

Exec. Dir. of Bus. Operations: *CR*

VP of Business Services: *S* 1/21/25

Entered by: *B 7875* 23 1.21.25

Budget Transfer Form

Dollar Amount \$6947.79

From what Budget Account 06 10605001 520100105 Object Code Description State Performance Grant : Medical / Dental

To what Budget Account 06 10605001 510200005 Object Code Description State Performance Grant : Professional/Tec

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

Grant Accountant? Susan Zefeldt Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 The projected amount of employees that would elect for fringe benefits totaled less than projected, this line will be underspent.

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

Funds will be used to partially support a full-time prof tech salary previously supported by another grant. This is an allowable transfer under the AEFLA guidelines.

Required Signatures

Requestor *Felda M Fredette* Signed by: 1/13/2025

Cost Center Manager *Gregy Bergau* Signed by: 1/13/2025

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President *Paul Jensen* Signed by: 1/13/2025

Area Vice President *Susan Campos* Signed by: 1/14/2025

BUSINESS OFFICE APPROVALS

Grant Accountant: *[Signature]*

Asst. Director of Finance: _____

Exec. Director of Finance: *[Signature]*

Exec. Dir. of Bus. Operations: *CR*

VP of Business Services: *[Signature]* 1/17/25

Entered by: B7865 73 1.21.25

Budget Transfer Form

Dollar Amount \$7656.21

From what Budget Account 06 10605002 520100105 Object Code Description AES-ADULT ED. STATE : Medical / Dental

To what Budget Account 06 10605002 510200005 Object Code Description AES-ADULT ED. STATE : Professional/Tech - Full

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

Grant Accountant? Susan Zefeldt Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Projected amount of employees that would elect for fringe benefits totaled less than projected, this line will be underspent.

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

Funds will be used to partially support a full-time prof tech salary that was previously supported by another grant. This is an allowable transfer under the AEFLA guidelines.

Required Signatures

Requestor *Felda M Fredette* Signed by: 1/13/2025

Cost Center Manager *Gregg Biegau* Signed by: 1/13/2025

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President *Paul Jensen* Signed by: 1/13/2025

Area Vice President *Susan Campos* Signed by: 1/14/2025

BUSINESS OFFICE APPROVALS

Grant Accountant: *SS*

Asst. Director of Finance: *[Signature]*

Exec. Director of Finance: *[Signature]*

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

VP of Business Services: *[Signature]* 1/17/25

Entered by: *B78ldo B 1.21.25*

Budget Transfer Form

Dollar Amount

\$11,255.70

From what Budget Account

06 10605002 ~~530900010~~

Object Code Description

AES-ADULT ED. STATE : Other Contractual Servi

To what Budget Account

06 10605002 510600005

AES-ADULT ED. STATE : Clerical - Full-Time

Initial
PP

Is this a Grant?
Yes No

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

Grant Accountant? Susan zefeldt

Include Attachments: Yes No

Rationale:

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

These funds were intended to be used for advertising to boost enrollment; however, we are currently over enrollment capacity so the advertising funds will be underspent.

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

Funds will be used to support a full-time clerical staff position previously supported by another grant. This is an allowable transfer under the AEFLA guidelines.

Required Signatures

Requestor

Signed by: Felicia M Prodetto 1/13/2025
48FB2102735D4F0

Cost Center Manager

Signed by: Gregg Bynau 1/13/2025
B06C52C70058489

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

Signed by: Paul Jensen 1/22/2025
815C000991974DE

Area Vice President

Signed by: Susan Campos 1/22/2025
87D8745E08A8449

BUSINESS OFFICE APPROVALS

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

Exec. Dir. of Bus. Operations:

VP of Business Services:

1/27/25

Entered by: B7888 JS 1-27-25

Budget Transfer Form

Dollar Amount

\$38,133

From what Budget Account

06 10905002 580600005

Object Code Description

Equipment- Instructional

To what Budget Account

06 10905002 - 530900010

Other Contractual

Initial

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? Elizabeth Zydron

Include Attachments: Yes No

Rationale:

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

~~XXXXXX~~ Budget transfer of \$38,133 from 06-10905002-580600005 to 06-10905002-530900010. There has been a minor cost reduction on equipment purchased and we have reduced the quantity of equipment purchased to provide the additional funds to support the higher than projected installation funds. This is an allowable transfer under the Rev Up-Charging into EV guidelines.

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

~~XXXXXX~~ A budget transfer of \$38,133 from 06-10905002-580600005 to 06-10905002-530900010 resolve the deficit of labor costs needed to install the EV Chargers.

Required Signatures

Requestor

DocuSigned by: Panos Hadjimitsos 12/10/2024
AA443A91B3DB4EE

Cost Center Manager

DocuSigned by: Panos Hadjimitsos 12/17/2024
AA443A91B3DB4EE

Associate Dean (if Applicable)

Dean (if Applicable)

Associate Vice President

Signed by: Paul Jensen 1/7/2025
815C00BB1974DE

Area Vice President

Signed by: Susan Campos 1/7/2025
87D8745E0BA6449

BUSINESS OFFICE APPROVALS

Grant Accountant:

E Zydron 1/8/25

Asst. Director of Finance

Exec. Director of Finance:

Exec. Dir. of Bus. Operations:

VP of Business Services:

[Signature] 1/9/25

Entered by: B7855 23 1-10-25

Budget Transfer Form

Dollar Amount \$5000.00

From what Budget Account 06 30905024 540700005 Object Code Description Non-credit workforce advertising

To what Budget Account 06 30905024 550300005 Non-credit workforce-out of state travel

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? Elizabeth Zydron Include Attachments: Yes No

Rationale:

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

The budgeted funds initially allocated for marketing the Human Resource Program were not utilized because the program successfully leveraged social media, business contacts and internal marketing strategies. These efforts proved effective, resulting in surpassing the anticipated enrollment goal without requiring additional paid advertising.

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

We propose using these funds for out-of-state travel so staff can attend continuing education non-credit conferences. This will help them grow professionally, build useful connections, and learn new ideas to improve our programs and operations. This is an allowable transfer under the ICCB Non-credit workforce grant.

Required Signatures

Requestor Katie Rullo 1/14/2025

Cost Center Manager Katie Rullo 1/14/2025

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President Paul Jensen 1/14/2025

Area Vice President Susan Campos 1/16/2025

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zydron 1/17/25

Asst. Director of Finance [Signature]

Exec. Director of Finance: [Signature]

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 1/21/25

Entered by: B7878 73 1.21.25

Budget Transfer Form

Dollar Amount \$4,000.00

From what Budget Account 06 - 30905025 - 590200000 Object Code Description Students Grants & Scholar (Tuition)

To what Budget Account 06 - 30905025 - 530900010 Other Contractual (Exam Fees & Other)

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? Elizabeth Zydron Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 After careful consideration, there will be leftover funds in tuition. This is an allowable transfer under the Workforce Equity Initiative grant guidelines.

Explain specifically why additional funds are needed in the receiving account:
 Funds are needed to cover the expenses of certification exam reimbursements.

Required Signatures

Requestor Cierra Morris 1/24/2025
Signed by: EF8A12ACEB0C462

Cost Center Manager Cierra Morris 1/24/2025
Signed by: EF8A12ACEB0C462

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President [Signature] 1/24/2025
Signed by: E5B40A7325094D3

Area Vice President Susan Campos 1/24/2025
Signed by: B7C6745E0B4B440

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zydron 1/27/25

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: CR

VP of Business Services: [Signature] 1/27/25

Entered by: B7891 JB 1.29.25

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

Meeting of February 18, 2025

ACTION EXHIBIT NO. 17165

SUBJECT: ROVELOCITY ELECTRIC GOLF CART PURCHASE

RECOMMENDATION: That the Board of Trustees approve the purchase of 3 new Club Car Carryall electric golf carts in the total amount of \$28,707.65.

RATIONALE: Many of the college golf carts are over 14 years old and have started to fail. Replacement parts have become unavailable. The golf carts are being purchased and have been quoted through the Omnia Cooperative Contract EV2671-01 meeting all of the State of Illinois public bidding requirements.

Sean Sullivan

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

Board Officers' Signatures Required:

_____	_____	_____
Mark R. Stephens Chairman	Tracy Jennings Secretary	Date

Related forms requiring Board signature: Yes No

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

Meeting of February 18, 2025

ACTION EXHIBIT NO. 17166

SUBJECT: CARROLL SEATING GYNMASIUM BLEACHER PURCHASE

RECOMMENDATION: That the Board of Trustees approve the purchase and installation of new Hussey Gymnasium Bleachers in the amount of \$527,800.

RATIONALE: The existing gymnasium bleachers are original and over 44 years old and do not meet the current codes. The ergonomic design of the new bleacher seating offers optimal comfort with gentle curvature from front to back and a gradual waterfall edge alleviating pressure on thighs, promoting comfort in any leg position. The college has had a positive experience with Carroll Seating. Carroll Seating is the Hussey Seating Representative and the specific bleachers being purchased and installed have been quoted through the Sourcewell Cooperative Contract 081523HC meeting all of the State of Illinois public bidding requirements.

Sean Sullivan

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

Board Officers' Signatures Required:

_____	_____	_____
Mark R. Stephens Chairman	Tracy Jennings Secretary	Date

Related forms requiring Board signature: Yes No

1360 N Wood Dale Rd, Suite A, Wood Dale, IL 60191
 Phone: 847-434-0909 Fax: 847-434-0910

Proposal Number	CP117896
Proposal Type	Sourcewell / TIPS
Date	1/25/2025

Project: Triton College Replacement Bleachers
 Architect: None
 Bid Date: 1/27/2025 10:00 AM
 Proposal For: Telescopic Bleachers

Triton College
 2000 Fifth Ave.
 River Grove IL 60171

John Lambrecht - Associate VP Facilities

We are pleased to submit the following proposal to demo existing bleachers systems and furnish and install new Hussey Seating of North Berwick Maine as follows for installation summer 2025. Quote is good for 30 days.

Sourcewell Customer number Triton #71945 and Hussey Seating Vendor # 081523HC.

Telescopic Bleachers

\$520,000.00

Schedule for work:
 Demo late April/Early May 2025
 Installation to start 7-14 and complete 8-1-2025

Main Floor Bleachers: Bank A Team Seating Side (East Side)
 Hussey "Maxam 26" Telescopic Bleacher
 1 Banks 14 tier x 86'0" Free Standing with powered frames and rear rails
 10" Courtside Plastic seat modular (custom Pantone 202C)
 EXTREME Logo in center section
 9 5/8" rise per row and 24" row space*
 Rows 1 thru 6 will be 30" deep
 5 Sections per side vs 4 due to 30" row space
 1st row shall be ADA compliant
 4 aisles 2 at 3'0" and 2 at 4'6" per each bank
 88 Step Aisle lights
 2 Ready Rail "Euro" ends per bank
 2 vinyl end closure end panels for each bank (1 with logo)
 Row Letters and Seat Numbers
 Net capacity is 652 less ADA spaces if all engage is 46

Main Floor Bleachers: Bank B (West Side)
 Hussey "Maxam 26" Telescopic Bleacher
 1 Banks 14 tier x 86'0" Free Standing with powered frames and rear rails
 10" Courtside Plastic seat modular (custom Pantone 202C)
 EXTREME Logo in center section
 9 5/8" rise per row and 24" row space*
 Rows 1 thru 6 will be 30" deep
 5 Sections per side vs 4 due to 30" row space
 1st row shall be ADA compliant
 4 aisles 2 at 3'0" and 2 at 4'6" per each bank
 88 Step Aisle lights
 2 Ready Rail "Euro" ends per bank
 2 vinyl end closure end panels for each bank (1 with logo)
 Row Letters and Seat Numbers
 1 Media Platform 4 x 8

Net capacity is 652 less ADA spaces if all engage is 46

Our proposal doesn't include the installation of the building source power (120/208v, 20 amps, 60 Hz, 3 phase with 4 conductors + ground), shop drawings will be provided locating the required power.

Lead-time upon receipt of approved shop drawings, color selections and field is 90 - 120 days.
Demo is 1 - 2 weeks and Installation is 3 - 4 weeks.

Project Total: \$520,000.00

Our bid and price are conditioned on the use of the latest edition of AIA document A401 and attached "Rider A" as the terms for any resulting subcontract. An OCIP Policy for primary and noncontributory waiver of subrogation, if required, can be furnished at an additional cost. Please note that the submitted proposal utilizes Commercial General Liability (CGL) endorsements that are equal to CG2010 10/01 and CG2037 10/01. Additional costs up to 0.4%/yr may apply if actual CG2010 10/01 and CG2037 10/01 endorsements are mandated. In the event of any conflict between this proposal and the subcontract document, this proposal shall govern.

Prices quoted are good for 30 days!

If you have any questions concerning our proposal, please contact me.

Evan Carroll
Carroll Seating, Inc
ECarroll@carrollseating.com

\$520,000.00
\$3,000.00 Aisle Light - Dimming Option
\$4,800.00 Pantone 143C Stair Face Vinyl
\$527,800.00

RIDER A to CONTRACT between CARROLL SEATING COMPANY and GENERAL CONTRACTOR FOR THE PROJECT KNOWN AS:

MADE A PART HEREOF AND ATTACHED HERETO

This Rider contains changes and additions to the above-referenced contract (the "Contract") between **Carroll Seating Company** ("Subcontractor") and **General Contractor** ("Contractor"). To the extent that the terms and conditions of this Rider conflict with terms and conditions of the Contract, the **Rider shall control**.

1. DELIVERY/INSTALLATION: Carroll Seating Company shall not be liable for or chargeable with any delay in or want of performance due to unforeseen circumstances or due to causes beyond its control, including, but not limited to, act of nature, act of any governmental authority, war or armed hostilities, riot or civil disturbance, act of terrorism, labor dispute or disruption, epidemic or global health crisis, power grid or internet disruption, materials shortage or constraint, product unavailability from manufacturer, or transportation delays, and shall be entitled to an appropriate extension of time in the event of any such occurrence.

2. JOBSITE CONDITION: The Contractor warrants that the job site conditions will be prepared and ready to receive materials delivered by **Carroll Seating Company** and that the installation of said materials can commence immediately upon delivery. Unless otherwise agreed to in writing, the cost of unloading materials shall be included in the purchase price set forth in the Contract. Should the job site conditions be cause for delay for **Carroll Seating Company** to begin installation of materials, or delay in delivering materials, the Contractor agrees to pay an additional sum of money to cover all extra expenses necessary for extra (double) handling, moving, demurrage, or storage charges of materials. Architectural woodwork shall not be subjected to extremes of temperature and humidity. Relative humidity shall not be less than 25% or more than 55% under normal conditions. In any event, relative humidity and temperature during the time of installation should remain within the range to be maintained during occupancy. Relative humidity below 20% and above 80% is harmful to wood and wood products.

3. PRICING BASED ON DELIVERY DATE/ESCALATION: The Contractor shall not change the delivery date once materials have been scheduled for production and must give the **Subcontractor** written notice of a change in delivery date at least 90 days in advance from the original agreed upon scheduled delivery date. If the Contractor issues a change order causing a delivery date beyond 30 days from the originally scheduled delivery date the new delivery date shall constitute a new agreement in determining the appropriate change in the cost of materials and labor.

4. RETENTION CLAUSE: The retainage percentage withheld by the Contractor from progress payments to **Carroll Seating Company** shall not exceed the retainage percentage withheld by the **Owner** in its payment to the Contractor.

5. MECHANICS LIEN CLAUSES: **Carroll Seating Company** shall retain the right to assert mechanics' lien(s) for work that it has performed. Nothing in the Contract or this Rider shall be construed as a waiver of **Carroll Seating Company's** right to assert mechanics' lien(s) should the Contractor fail to pay **Carroll Seating Company** for the work performed.

6. OSHA CLAUSES: **Carroll Seating Company** shall not be liable for payment of any OSHA fines or penalties or for correction of unsafe working conditions due in part or in whole to acts of commission or omission on the part of the Contractor, Architect, or other subcontractors. Contractor agrees to **Carroll Seating Company** harmless from any such fines, penalties and correction of unsafe working conditions.

7. WAIVERS: **Carroll Seating Company** shall tender mechanics' lien waivers upon receipt of payment for the Work to which such waivers relate. In the event **Carroll Seating Company** submits a waiver before it receives payment the waiver will be held in trust by the Contractor until payment is received by **Carroll Seating Company** and shall not be effective or binding upon **Carroll Seating Company** until **Carroll Seating Company** receives the payment.

8. Notwithstanding any provision of the contract between **Carroll Seating Company** and the Contractor to the contrary, **Carroll Seating Company** shall only be obligated to defend, indemnify or save harmless the Contractor and Owner for such losses, damages, claims and the like for which **Carroll Seating Company** has insurance coverage, and then only to the extent of such insurance coverage.

9. SERVICES: The Contractor shall provide sufficient temporary electric, heat and water for the use by **Carroll Seating Company** at no cost to **Carroll Seating Company**. This includes any temporary heat in areas where any wood products have to be stored on site due to installation areas not being ready.

10. CLEANUP: The Contractor shall provide dumpsters for use by **Carroll Seating Company** at no cost to **Carroll Seating Company**. No dumpster charges shall be accepted by **Carroll Seating Company** unless agreed to in writing.

11. PAYMENT and PERFORMANCE BONDS: Unless the Contract requires **Carroll Seating Company** to obtain payment and/or performance bonds, the **Owner** and the Contractor shall be responsible for obtaining and paying for such bonds. If the Contract requires **Carroll Seating Company** to obtain payment and/or performance bonds, **Carroll Seating Company** shall obtain such bonds but only pay the premium attributable to the initial contract price. If the premium charged for such bonds increases as a result of changes in the original contract price, the **Owner** or the Contractor shall pay the increase in the premium. The **Owner** and the Contractor shall make any requests for payment and performance bonds at least ten days before **Carroll Seating Company** commences work. It is understood **Carroll Seating Company** will only furnish the standard AIA document 311 or 312 Performance Bond.

12. EXTRAS: Contractor shall sign each field "extra work order" for time and material extras to verify hours and materials used. No additional work shall be performed without this "extra work order". Contractor agrees to pay the following rates for extra work.
Carpenters per hour \$ _____
Foreman per hour \$ _____

Contractor also agrees to pay the cost of materials used by **Carroll Seating Company** in the performance of extra work. Payments for extra work orders shall be made in the same manner as payments are made on the contract.

13. BACKCHARGES: Contractor agrees that it will give **Carroll Seating Company** sufficient advance notice, but in no event less than 48 hours in writing to permit **Carroll Seating Company** to correct the work that the Contractor contends warrants a backcharge. The Contractor must have the backcharge signed by the **Carroll Seating Company** project manager. In the event the Contractor does not give sufficient advance notice, the Contractor shall not be entitled to the backcharge. The Contractor agrees that in the event it decides to issue a backcharge, it shall do so within two weeks after the occurrence giving rise to the backcharge.

14. DIMENSION AND DELIVERY INFORMATION: If accurate field dimensions cannot be taken prior to fabrication, the Contractor will sign off to the field measurements per the architects' drawings or manufacturers' shop drawing. This will be done prior to fabrication. Any changes which results in equipment not fitting and requires further attention and costs will be the responsibility of the Contractor.

15. Notwithstanding any provision of the contract between **Carroll Seating Company** and the Contractor to the contrary, **Carroll Seating Company** shall only be obligated to carry and have in force and effect such insurance in such limits as described in the certificate of insurance attached hereto. The **General Contractor** hereby represents and warrants to **Carroll Seating Company** that the **Owner** has adequate builder's risk insurance for the project. In no event shall **Carroll Seating Company** waive any rights of subrogation.

16. **Carroll Seating Company** shall only be bound by the terms and provisions of the **General Contractor's** contract with others if the **General Contractor** delivers to **Carroll Seating Company** a true, complete and accurate copy of such contract and **Carroll Seating Company**, prior to its execution of this Rider, returns such contract to the **General Contractor** bearing **Carroll Seating Company's** president's initials on each page thereof; in no event, however, will **Carroll Seating Company** be bound by any "waiver of right to jury trial", "no lien" or "liquidated damages for delay" clauses by other such similar provisions in any contract between the **General Contractor** and others.

17. Notwithstanding any provision in any subcontract between **Carroll Seating Company** and the **General Contractor** which states that a condition precedent to the **General Contractor's** obligation to pay **Carroll Seating Company** is the **General Contractor's** receipt from others of payment for the work, services or material provided or performed by **Carroll Seating Company**, sometimes referred to as a "pay when paid" or "pay if paid" clause, the **General Contractor shall pay Carroll Seating Company** for all work, service or materials performed or provided by **Carroll Seating Company** within 30 days of **Carroll Seating Company's** invoice to the **General Contractor** for the same. All past due invoices are subject to a 1½% monthly finance charge, which yields an annual interest rate of 18%.

18. In the event **Carroll Seating Company** must enforce any of the terms and provisions of the contract or this Rider, including but not limited to the **General Contractor** for any work, service or material described herein, **Carroll Seating Company** shall be entitled to collect from the **General Contractor** all costs and expenses, including reasonable attorney's fees, it incurs in connection therewith. **Carroll Seating Company** waives subrogation only for loss of tools or its equipment on the jobsite.

VIRTUAL SAMPLE DECAL TYPE: XTREME LOGO

BANK INFO:

Seat Color: Custom 202
Seat Size: 10 inch
Rise: 9 5/8
Tiers: 14
R. Spacing: 24

LOGO COLOR INFO:

Colors: PMS 143, White, Black

LOGO QUALITY INFO:

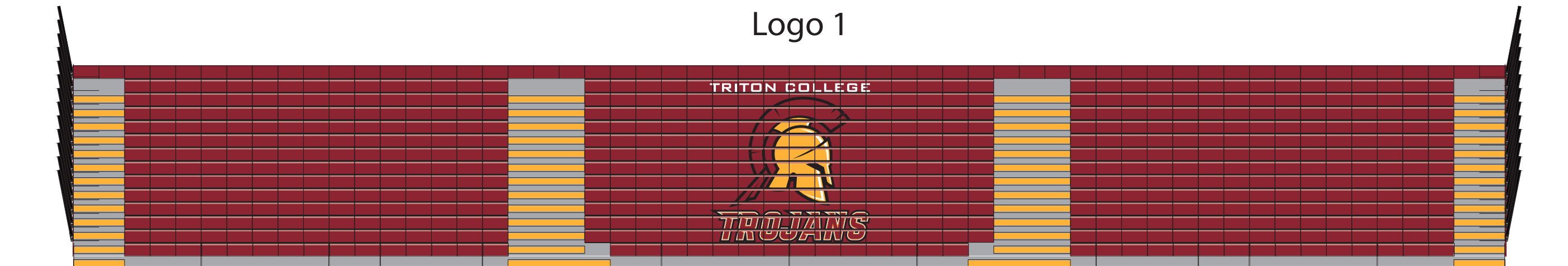
Logo is good for production

JOB INFO:

DEALER: CARROLL SEATING IL PROJECT: Q500292_TRITON COLLEGE VERSION: D
DATE SENT: 1/29/25 PRINT NAME: _____
DATE APPROVED: _____ SIGNATURE: _____

Bank A

Logo 1





BLEACHER CURTAINS

Graphic # 50196R1
Triton College, IL
01/30/25
Designer: ZD

Vinyl

● 14 oz
Black

Color

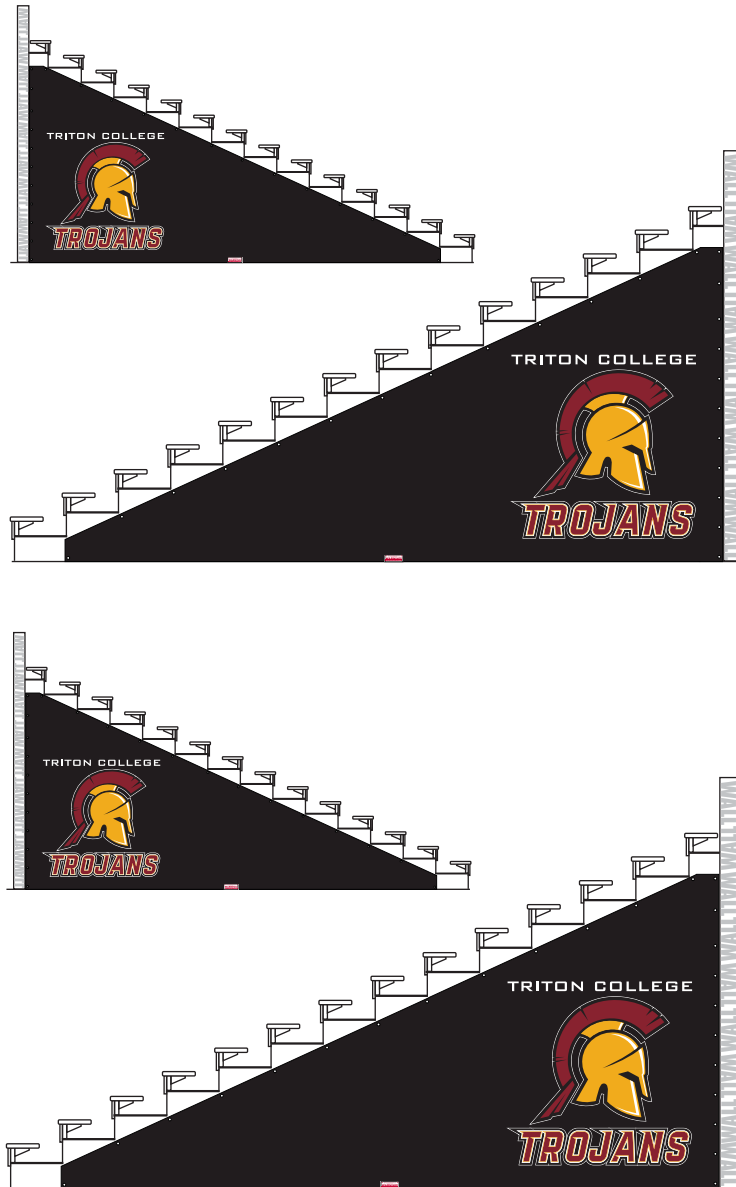
- Black
- White
- 143 C
- 202 C

IMPORTANT:

This proof is for the purpose of final verification of your layout specifications. YOU ARE RESPONSIBLE TO CORRECT ANY ERRORS THAT APPEAR ON THIS PROOF.

Colors are for representation purposes only. Please request a color sample, if necessary.

If everything is correct, please



JORDAN WILLMS

Office: 800.257.6405 x 1006
Direct: 712.560.0305
Fax: 515.532.7039
jordan@sportsgraphicsinc.com

Customer Approval

Date

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

Meeting of February 18, 2025

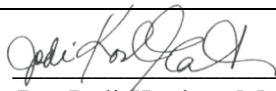
ACTION EXHIBIT NO. 17167

SUBJECT: AGREEMENT WITH REDROCK SOFTWARE CORP TO PROVIDE TRACLOUD SOFTWARE AS A SERVICE

RECOMMENDATION: That the Board of Trustees approve an Agreement between Triton College and Redrock Software Corp to provide TracCloud Software as a service. The Agreement sets forth the terms and conditions under which Redrock Software Corp agrees to license to Triton College TracCloud hosted software and provide all other services necessary for operational use of software. The Agreement shall remain in effect unless terminated as set forth herein. The annual cost for the license is \$4,499.

RATIONALE: Triton has been working with Redrock Software Corp to use TutorTrac 4.0 for student tutoring appointments and data collection used by staff and faculty since Fall 2015. The version of the TutorTrac software system currently used by Triton College will no longer be in service after May 2025. To continue serving students seamlessly, it is necessary to establish a new contract with Redrock Software Corp, to provide Triton with the new and updated version of TracCloud Software. The Agreement completed attorney review and we are moving forward as a business decision.

Submitted to Board by:



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

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

TRACLOUD SOFTWARE AS A SERVICE AGREEMENT FOR TRITON COLLEGE

This agreement (“Agreement”) is entered into, to be effective as of _____ (“Effective Date”), by and between Community College District 504, commonly known as Triton College, located at 2000 Fifth Avenue, River Grove IL 60171 (“Subscriber”) and **Redrock Software Corp.** located at PO Box 40518, Mesa, AZ 85274 (“Service Provider”).

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. The Services. This Agreement sets forth the terms and conditions under which Service Provider agrees to license to Subscriber TracCloud hosted software and provide all other services necessary for productive use of such software including customization / integration, user identification and password change management, data import / export, monitoring, technical support, maintenance, training, backup and recovery. The Agreement shall remain in effect unless terminated as provided for herein.
 - 1.1 Authorized Users; Authorized Uses. Service Provider grants Subscriber a renewable, irrevocable (unless as provided for herein), nonexclusive, royalty-free, and worldwide right for any Subscriber employee, contractor, or agent, or any other individual or entity authorized by Subscriber, (each, an “Authorized User”) to access and use the Services. Authorized Users will have no other limitations on their access or use of the Services.
 - 1.2 Acknowledgement of License Grant. For the purposes of 11 U.S.C. § 365(n), the parties acknowledge and agree that this Agreement constitutes a license grant of intellectual property in software form to Subscriber by Service Provider.
 - 1.3 Control and Location of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of Subscriber. The Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.
 - 1.4 Storage. The Services shall include unlimited amount of base data storage.
 - 1.5 Changes in Functionality. During the term, Service Provider shall not reduce or eliminate functionality in the Services.
2. Service Levels.
 - 2.1 Time is of the Essence. For the term of the agreement Service Provider shall provide the Services, force majeure events excepted, during the applicable Service Windows and in accordance with the applicable Service Level Standards, time being of the essence.
3. Support; Maintenance; Additional Services.
 - 3.1 Technical Support. Service Provider shall provide Technical Support and the Services Fees shall be inclusive of the fees for the Technical Support.

- 3.2 Maintenance. Service Provider shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Services is available to Authorized Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein; (c) the Service Level Standards can be achieved; and, (d) the Services work with the then-current version. The Services Fees shall be inclusive of the fees for maintenance.
- 3.3 Customization / Integration Services. Service Provider shall provide Customization / Integration Services, if any, as needed and agreed upon. The Services Fees shall be inclusive of the fees for the Customization / Integration Services.
- 3.4 Training Services. Service Provider shall provide Training Services and documentation at a time mutually agreed upon by the Parties. The Services Fees shall be inclusive of the fees for the Training Services.

4. Term and Termination; Renewals.

- 4.1 Term. This Agreement is legally binding as of the Effective Date and shall continue for one (1) year terms until terminated. Subscriber will provide at least a 45-day written notice of cancellation in advance of the annual renewal date. Services will automatically renew for successive one (1) year terms until cancelled.
- 4.2 Payments upon Termination. Upon the termination of this Agreement, Subscriber shall pay to Service Provider all undisputed amounts due and payable hereunder, if any, and Service Provider shall pay to Subscriber all amounts due and payable hereunder, such as Performance Credits and prepaid fees, if any.
- 4.3 Return of Subscriber Data. Upon the termination of this Agreement, Service Provider shall, within eight (8) business days following the termination of this Agreement provide Subscriber, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the Subscriber Data in the format specified by Subscriber. Further, Service Provider shall certify to Subscriber the destruction of any Subscriber Data within the possession or control of Service Provider but such destruction shall occur only after the Subscriber Data has been returned to Subscriber. This Section shall survive the termination of this Agreement.
- 4.4 Fees; Billing. Subscriber shall be responsible for and shall pay to Service Provider the fees of \$4,499.00 for one year of services. Payment shall be made in full on the date that this Agreement has been executed by both Parties and on each anniversary of this execution date thereafter for the duration of the Agreement.
- 4.5 Taxes. Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local taxes. Service Provider agrees that Subscriber is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, or sales taxes for Service Provider. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider without cost or assessment to Subscriber.

5. Representations and Warranties.

- 5.1 Service Provider represents and warrant that:

- 5.1.1 it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- 5.1.2 it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
- 5.1.3 the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
- 5.1.4 it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
- 5.1.5 there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.
- 5.1.6 the software as a service will function in a manner consistent with industry standards reasonably applicable to such service. Redrock further warrants that the software as a service, except for routine maintenance, will be operational at least 99.5% of the time in any given year during the term of this Agreement, meaning that the outage or down time percentage will not be more than 0.1%. In the event of outage, Redrock will (i) promptly and at Redrock's expense use commercial best efforts to restore the software as service as a soon as possible, and (ii) unless the outage was caused by a Force Majeure event, may refund or credit subscriber the prorated amount of fees corresponding to the time the service was unavailable.
- 5.1.7 Service Provider agrees to hold harmless and indemnify Subscriber, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Subscriber, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of Service Provider, its officers, agents or employees, under this Agreement or as a result of any trademarks, patents or intellectual property claimed by Service Provider.

6. Subscriber Data.

- 6.1 Ownership. Subscriber's data ("Subscriber Data," which shall also be known and treated by Service Provider as Confidential Information) shall include: (a) Subscriber's data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Subscriber Data is and shall remain the sole and exclusive property of Subscriber and all right, title, and interest in the same is reserved by Subscriber. This Section shall survive the termination of this Agreement.
- 6.2 Service Provider Use of Subscriber Data. Service Provider is provided a limited license to Subscriber Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Subscriber Data only to the extent necessary in the providing of the Services. Service Provider shall: (a) keep and maintain Subscriber Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as

further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Subscriber Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Subscriber Data for Service Provider's own purposes or for the benefit of anyone other than Subscriber without Subscriber's prior written consent. This Section shall survive the termination of this Agreement.

6.3 Extraction of Subscriber Data. Service Provider shall, within five (5) business days of Subscriber's request, provide Subscriber, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), an extract of the Subscriber Data in the CSV format.

6.4 Backup and Recovery of Subscriber Data. As a part of the Services, Service Provider is responsible for maintaining a backup of Subscriber Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Service Provider shall maintain a contemporaneous backup of Subscriber Data that can be recovered within twenty-four (24) hours at any point in time.

6.5 Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Subscriber Data or the physical, technical, administrative, or organizational safeguards put in place by Service Provider that relate to the protection of the security, confidentiality, or integrity of Subscriber Data, Service Provider shall, as applicable: (a) notify Subscriber as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Subscriber in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Subscriber; (c) in the case of PII, at Subscriber's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Subscriber for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals for no cost to Subscriber; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Subscriber's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless Subscriber for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Subscriber in connection with the occurrence; (g) be responsible for recreating lost Subscriber Data in the manner and on the schedule set by Subscriber without charge to Subscriber; and, (h) provide to Subscriber a detailed plan within ten (10) calendar days of the occurrence describing the measures Service Provider will undertake to prevent a future occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Service Provider's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Service Provider has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Service Provider. This Section shall survive the termination of this Agreement.

7. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not

intended to be disclosed to third parties. The provisions of this Section shall survive the termination of this Agreement.

- 7.1 Meaning of Confidential Information. For the purposes of this Agreement, the term “Confidential Information” shall mean all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party); or, (e) is required to be disclosed in response to a Freedom of Information Act request. For purposes of this Agreement, in all cases and for all matters, Subscriber Data shall be deemed to be Confidential Information.
- 7.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement or as required to comply with applicable law, rule or regulation. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.
- 7.3 Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person. This provision shall not apply in the event of a response tendered to comply with a Freedom of Information Act event.
- 7.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of Subscriber, at the sole election of Subscriber, the immediate termination, without liability to Subscriber, of this Agreement.
- 7.5 Surrender of Confidential Information upon Termination. Upon termination of this Agreement in whole or in part, each party shall, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party’s possession, custody, or control except as may be required by law; provided, however, that Service Provider shall return Subscriber Data to Subscriber following the timeframe and procedure described further in this Agreement. Should Service Provider or Subscriber determine that the return of any non-Subscriber Data Confidential Information is not feasible, such party shall destroy the non-Subscriber Data Confidential Information and shall certify the same in writing within five (5) calendar days from the date of termination to the other party.

8. Data Privacy and Information Security.

- 8.1 Undertaking by Service Provider. Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is reasonably designed to: (a) ensure the security and confidentiality of the Subscriber Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Subscriber Data; (c) protect against unauthorized disclosure, access to, or use of the Subscriber Data; (d) ensure the proper disposal of Subscriber Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing. In no case shall the safeguards of Service Provider's data privacy and information security program be less stringent than the safeguards used by Subscriber.

9. Indemnification; Limitation of Liability; Insurance.

- 9.1 General Indemnification. Service Provider agrees to indemnify, defend, and hold harmless Subscriber and its officers, directors, agents, and employees (each, an "Indemnitee") from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a "Claim," and collectively, the "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of Service Provider, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including but not limited to, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) any payment required to be paid to subcontractors, if any, of Service Provider; (c) any material misrepresentation or breach of warranty of any representation or warranty set forth in this Agreement; or, (d) any material breach of any covenant set forth in this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of an Indemnitee.

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

- 9.2 Proprietary Rights Indemnification. Service Provider agrees to indemnify, defend, and hold harmless Indemnitees from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to the Services infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that Service Provider is enjoined from providing the Services and such injunction is not dissolved within five (5) calendar days, or in the event that Subscriber is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services, then Service Provider shall, at its expense: (a) obtain for Subscriber the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by Subscriber; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall reimburse to Subscriber any prepaid fees and the full cost associated with any Transition Services.
- 9.3 Indemnification Procedures. Promptly after receipt by Subscriber of a threat, notice, or filing of any Claim against an Indemnitee, Subscriber shall give notice thereof to Service Provider, provided that failure to give or delay in giving such notice shall not relieve Service Provider of any liability it may

have to the Indemnitee except to the extent that Service Provider demonstrates that the defense of the Claim is prejudiced thereby. Service Provider shall have sole control of the defense and of all negotiations for settlement of a Claim and Subscriber shall not independently defend or respond to a Claim, but shall continually update Subscriber's counsel; provided, however, that: (a) Subscriber may defend or respond to a Claim, at Service Provider's expense, if Subscriber's counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee; and, (b) Subscriber shall have the right, at its own expense, to monitor Service Provider's defense of a Claim. At Service Provider's request, Subscriber shall reasonably cooperate with Service Provider in defending against or settling a Claim; provided, however, that Service Provider shall reimburse Subscriber for all reasonable out-of-pocket costs incurred by Subscriber (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.

9.4 Third-Party Beneficiaries. For the purposes of this Section and Service Provider's obligations hereunder, non-party Indemnitees are third-party beneficiaries of this Agreement in accordance with its terms. Any action or consent taken by Subscriber on its own behalf is binding upon the non-party Indemnitees for the purposes of this Section. Other than as provided for in this Section, this Agreement is for the sole benefit of the signatories hereto, in their official capacities, and their permitted successors and assigns. Nothing, express or implied, in this Agreement is intended to create or be construed to create any rights of enforcement in any persons or entities who are neither signatories to this Agreement nor non-party Indemnitees.

9.5 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND / OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; This Section shall survive the termination of this Agreement.

9.6 Insurance. Service Provider shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts as follows, with responsible insurance carriers duly qualified in those states (locations) where the Services are to be performed, covering the operations of Service Provider, pursuant to this Agreement: commercial general liability (\$1,000,000 per occurrence, \$2,000,000 aggregate); excess liability (\$2,000,000 per occurrence, \$2,000,000 aggregate); workers' compensation (statutory limits) and, Tech E&O (\$5,000,000 per occurrence, \$5,000,000 aggregate).

10. General.

10.1 Relationship between Subscriber and Service Provider. Service Provider represents and warrants that it is an independent contractor with no authority to contract for Subscriber or in any way to bind or to commit Subscriber to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Subscriber. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of Subscriber.

10.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois and the federal laws of the United States of America. Service Provider hereby consents and submits to the resolution of all disputes and the jurisdiction and forum of the state and federal courts in the state of Illinois in all questions and controversies arising out of this Agreement.

- 10.3 Attorneys' Fees and Costs. In any litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, the non-prevailing party shall pay the prevailing party's costs and expenses, including but not limited to, reasonable attorneys' fees.
- 10.4 Compliance with Laws; Subscriber Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall comply with Subscriber policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider.
- 10.5 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Service Provider will cooperate with any Subscriber supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Subscriber, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.
- 10.6 Force Majeure; Excused Performance. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance. A force majeure event does not excuse Service Provider from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of Subscriber Data. In no event shall any of the following constitute a force majeure event: (a) failure, inadequate performance, or unavailability of Service Provider's subcontractors, if any; or, (b) configuration changes, other changes, Viruses, or other errors or omissions introduced, or permitted to be introduced, by Service Provider that result in an outage or inability for Subscriber to access or use the Services. Within thirty (30) calendar days following the Effective Date and on an annual basis thereafter until the termination of this Agreement, Service Provider shall provide its then-current business continuity plan ("Business Continuity Plan") to Subscriber upon Subscriber's request. The Business Continuity Plan shall include: (a) Services and Subscriber Data backup and recovery procedures; (b) fail-over procedures; and, (c) how Service Provider will interact with its business continuity suppliers, if any. Service Provider shall test its Business Continuity Plan on an annual basis until the termination of this Agreement and shall provide the test results to Subscriber upon Subscriber's request.
- 10.7 Advertising and Publicity. Service Provider shall not refer to Subscriber directly or indirectly in any advertisement, news release, or publication without prior written approval from Subscriber.
- 10.8 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

- 10.9 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.
- 10.10 Assignment of Agreement. This Agreement and the obligations of Service Provider hereunder are personal to Service Provider and its staff. Neither Service Provider nor any successor, receiver, or assignee of Service Provider shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is affected in connection with a sale of Service Provider's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of Subscriber. In the case of an assignment by Service Provider, Service Provider represents and warrants that it has all requisite rights and power to transfer any agreements or other rights with third-parties whose software is incorporated into the Services or who are necessary for the performance and use of the Services. Subscriber, at Subscriber's sole election, may assign any and all of its rights and obligations under this Agreement to any company that succeeds to substantially all of Subscriber's business.
- 10.11 Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.
- 10.12 Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Subscriber and Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the authorized agents of the parties. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.
- 10.13 Cumulative Remedies. All rights and remedies of Subscriber herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.

Executed on the dates set forth below by the undersigned authorized representative of Subscriber and Service Provider, in their official capacities only, to be effective as of the Effective Date.

Client (SUBSCRIBER)

Signature:
Name: Mark R. Stephens
Title: Board Chairman
Date:

Address for Notice: 2000 Fifth Ave River Grove, IL 60171

Redrock Software Corp. (SERVICE PROVIDER)

Signature:
Name:
Title:
Date:
Address for Notice: PO Box 40518, Mesa, AZ 85274

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

Meeting of February 18, 2025

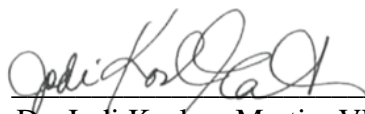
ACTION EXHIBIT NO. 17168

SUBJECT: TRIUMPH AND SURGE NORTH CAROLINA COLLEGE TOUR

RECOMMENDATION: That the Board of Trustees approve expenses for the TRIUMPH and SURGE North Carolina College Tour, scheduled for March 16–20, 2025. This trip will include 22 students and 3 employees traveling overnight for five days. During the tour, students will visit seven colleges and universities, the International Civil Rights Center and Museum, and participate in additional activities in the area. The total cost of the trip will not exceed \$24,000.

RATIONALE: This college tour will expose students to potential transfer opportunities while providing services that support retention, completion, and academic growth during the spring semester break. The experience aims to enhance student engagement, foster a transfer-focused mindset, and encourage continued enrollment at Triton College through the summer, fall, and beyond. Funding will be provided through the TRIUMPH, SURGE, and Student Life program budgets.

Submitted to Board by:



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

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No



Carolina Dreamin': North Carolina's Spring Break Tour 2025

Burlington, North Carolina

March 16th -20th,2025

22 students and 3 staff

Trip Cost

Transportation: \$12,415.00, Hotel: \$6,114.08, Meals/Snacks: \$4,000, Activities: \$999.80

Total Cost: \$23,528.88

Campus Visits

Traditional: UNC – Chapel Hill, Wake Forest University, and UNC - Charlotte.

HBCU: North Carolina Central University, NC A&T State University, Johnson C. Smith University, and Winston-Salem State University

Activities

- Activate Games
- International Civil Rights Center & Museum

Day 1: Sunday, March 16th, 2025

- 5:00 am Students Arrive at Triton College
- 5:30 am Board Transportation Bus at Triton College
2000 Fifth Ave, River Grove, IL 60171
- 6:00am Depart from River Grove to Holiday Inn Express - Burlington
2701 Long pine Road Burlington, NC 27215
- 8:00pm Dinner at Applebee's Grill
3103 Garden Rd, Burlington, NC 27215
- 10:00 pm Arrive at Holiday Inn Express - Burlington
2701 Longpine Road Burlington, NC 27215

****Check in at the hotel, unpack, unwind and prepare for the next day!***



Day 2: Monday, March 17th, 2025

- 6:30am – 9:30am Hotel’s continental breakfast!
- 9:45 am Depart Hotel to NCCU
1801 Fayetteville Street Durham, NC 27707
- 10:30 am Arrive at North Carolina Central University
*Information Session and Walking Tour *11am*
- 12:30pm Lunch at NCCU
- 1:30pm Depart NCCU to UNC Chapel Hill
209 South Rd Chapel Hill, NC 27514
- 2:00pm Arrive at UNC Chapel Hill
The Tar Heel Scavenger Hunt – Self Guided
- 4:00pm Depart from UNC Chapel Hill to Hotel
2701 Longpine Road Burlington, NC 27215
- 5:00pm Arrive to Hotel & End of the Day - Reflection
- ****BREAK******
- 7:30pm Depart to Dinner at Golden Corral Buffet

3108 Garden Rd, Burlington, NC 27215
- 9:30pm Return to Hotel

2701 Long pine Road Burlington, NC 27215

Day 3: Tuesday, March 18th, 2025

- 6:30am – 8:00am Hotel’s continental breakfast!
- 8:15am Depart to UNC Charlotte
8910 Johnson Alumni Way, Charlotte, NC 28223
- 10:15 am UNC Charlotte
9201 University City Blvd Charlotte, NC 28223
- 12:30pm Lunch at UNC Charlotte
- 1:30pm Depart to *Johnson C. Smith University*



- 1:45pm Arrive at JCSU
Walking Tour from Triton Alum
- 3:00pm Depart to Activate Games
1848 Galleria Blvd. Suite L, Charlotte, NC 28270
- 3:45pm Arrive at Activate Games
- 5:00pm Depart to Dinner at Three Amigos Mexican Restaurant
2917 Central Ave, Charlotte, NC 28205
- 5:30pm Arrive to Three Amigos Mexican Restaurant
- 7:30pm Depart to Hotel
2701 Long Pine Road Burlington, NC 28223
- 9:30pm Arrive to Hotel
**End of the day reflection for Day 3 will be added to Day 4.*

Day 4: Wednesday, March 19th, 2025

- 6:30 am – 9:30am Hotel's continental breakfast!
- 7:45am Depart to Wake Forest University
1834 Wake Forest Rd, Winston-Salem, NC 27109
- 9:00am Arrive at Wake Forest University
Porter B. Byrum – Welcome Center
Information Session and Walking Tour
- 11:00am Mission: The Trojan Trail – Rescue Troy from the Demon Deacon
Team building Exercise at Wake Forest
- 12:00pm Lunch at Wake Forest University
- 1:30pm Depart to Winston – Salem State University
601 S Martin Luther King Jr Dr, Winston-Salem, NC 27110
- 1:45pm Arrive at Winston – Salem State University
Information Session and Walking Tour
- 3:45pm Depart to International Rights Center Museum
134 S. Elm Street Greensboro, NC 27401, US
- 4:30pm Arrive at International Civil Rights Center & Museum
- 6:00pm Depart to Hotel



2701 Longpine Road Burlington, NC 27215

6:30pm End of the Day Reflection for Day 3 and Day 4.
****BREAK****

7:30pm Depart to Dinner at Chili's Restaurant
1445 University Dr. Burlington, NC 27215

7:40pm Arrive to Chili's Restaurant

10:00pm Depart to Hotel
2701 Longpine Road Burlington, NC 27215

10:10pm Arrive to Hotel

**Pack up, unwind, and get ready for check-out the next day!*

Day 5: Thursday, March 20th 2025

6:30am- 8:30am Hotel's continental breakfast!

9:00am Depart Hotel to NC A&T
1601 E Market St, Greensboro, NC 27411

10:00am North Carolina A&T State University
Lunch at NCAT – To Go!

12:00pm Depart NCAT to Triton College
2000 Fifth Ave, River Grove 60171

12:00am Arrive to Triton College

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

Meeting of February 18, 2025

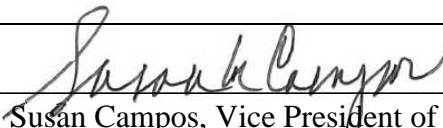
ACTION EXHIBIT NO. 17169

SUBJECT: SPRING BREAK 2025 COLLEGE FOR KIDS CAMP WITH DISTRICT 97

RECOMMENDATION: That the Board of Trustees approve an Agreement with Oak Park Elementary School District 97 (D97) to offer a College for Kids Camp for up to sixty (60) D97 students. College for Kids Camp is a career exploration initiative that provides middle school-aged students with the opportunity to learn about different career fields and the skills needed to be successful in various occupations. The full-day camp will be offered on Triton's campus, March 24-27, 2025. Triton College staff will be responsible for supervising the students while on campus. All camp staff will be employed through Triton and will receive background checks conducted by D97 and paid for by Triton. D97 has agreed to cover 100% of student tuition fees, which covers instruction, classroom/lab space, materials/supplies, daily lunch, and transportation, for all students who qualify for free and reduced lunch, up to \$10,000. Triton will cover the fees associated with background checks not to exceed an estimated amount of \$500.

RATIONALE: Triton College has developed a strong partnership with D97. Offering career exploration and awareness to D97 students provides them with the experience of being on a college campus and the opportunity to learn in state-of-the-art labs. College for Kids Camp serves the local communities by promoting postsecondary education and introducing middle school-aged children to potential future career pathways.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

AGREEMENT BETWEEN
ILLINOIS COMMUNITY COLLEGE DISTRICT 504
AND
BOARD OF EDUCATION OF OAK PARK ELEMENTARY SCHOOL DISTRICT 97

This Partnership Agreement Concerning the Career Exploration Program (“Agreement”) is entered into as of the 18th day of February, 2025, by and between the following parties: the Community College District 504, Cook County, Illinois, commonly known as Triton College (“Triton”) and the Board of Education of Oak Park Elementary School District 97, Cook County, Illinois (“the District”) (collectively, the “Parties”).

RECITALS

WHEREAS, College for Kids (the “Program”) is a career exploration program implemented by Triton College designed to provide middle school-aged students with the opportunity to learn about different career fields and the skills needed to go into various occupations;

WHEREAS, the Parties acknowledge that bringing career exploration and awareness to the District’s students provides significant benefits including the experience of being on a college campus, introduction to new career opportunities, and access to state-of-the-art labs, which helps plant the seed of postsecondary education and can aid the District’s students in heading towards a career pathway;

WHEREAS, the parties seek to initially implement the Program during the District’s spring break, from March 24-27, 2025;

WHEREAS, the Parties shall collaborate to offer customized programming throughout the year that fits timeframes and durations that are convenient for the Parties, with the understanding that all parties shall, at their sole discretion, determine when Program offerings are convenient and may decline any offer that it deems to be inconvenient.

WHEREAS, the Parties wish to establish a long-term partnership that, contingent upon receipt of grant funding by any of the Parties, allows Triton to create customized programs that fit specific timeframes and that work best for the District and its students;

WHEREAS, in the future, the Parties may wish to expand the Program established in this Agreement to other timeframes or curriculum offerings;

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

- 1. INCORPORATION OF PREAMBLE RECITALS.** The above preamble recitals shall be considered a part of this Agreement and shall be binding upon the Parties hereto.
- 2. TRITON’S RESPONSIBILITIES.**
 - a. Program Design.** Triton shall design each Program so that District students have a variety of academic areas of study to choose from. The career exploration-based classes, taught by professionals in the field, will promote interactive learning through real-world application.

Curriculum will focus on building communication, teamwork, leadership, and content specific skills by implementing hands-on activities and group projects. Areas of study shall be offered based on the availability of instructors and class/lab space, in Triton's sole discretion.

- b. Advertising and Placement of Students.** Triton and the District shall collaborate to develop marketing information and a cohesive enrollment process, explaining the Program offerings and design that the District can use to advertise the Program to its students and families. Triton shall allow District students to select their top three areas of study and shall place District students in their highest available area of study based on availability. There shall be no financial obligation incurred by Triton in the development or distribution of the marketing materials or recruiting of students.
- c. Safety and Supervision.** For the purpose of ensuring student safety and supervision of District students during Program activities, Triton, shall also be solely responsible for its property (real property and personal property such as equipment and tools) while District students are on campus. Community-based organization, Fellowship Community Services, Inc. (a/k/a Friday Night Place) shall be solely responsible for safety and supervision, and shall assume an in loco parentis status over all students, including responsibility related to the education, care, and wellbeing of students at all times that students are present on Triton's campus and the care and wellbeing of students at all times that students are present on buses during transportation to and from Triton College, during attendance at Triton College, and during parent pick-up times at home middle schools. Triton College employees participating in the College for Kids program shall take all reasonable actions and care to provide assistance in monitoring the safety and supervision of participating students while present at Triton College." Triton College and Friday Night Place staff working with the Program will be required to complete background checks and fingerprint clearance prior to the start of the Program.

3. DISTRICT'S RESPONSIBILITIES

- a. Transportation.** The District shall provide transportation to and from Triton College from the District's middle schools. The District shall also provide any logistics necessary for the pickup and drop off locations.
- b. Safety and Supervision.** The District shall be solely responsible for conducting background checks on all Triton and Friday Night Place employees hired to participate in the camp and work directly with the students. Triton will be responsible for covering the cost of the background checks completed on behalf of Triton employees, but shall have no responsibility to review the result of the background investigation.
- c. Costs.** The total cost to operate the 2025 Spring Break College for Kids Camp is \$18,000. The District shall be solely responsible for covering the total costs associated with snacks, T-shirts, and transporting all students to and from Triton's campus. The District shall also be responsible for covering the costs of tuition (which includes instruction, materials, supplies, and lunch) for sixth through eighth grade students who qualify for free or reduced lunch. Total costs allocated to the District, for snacks, tuition, transportation, and T-shirts, shall not exceed \$10,000. The District shall be solely responsible for determining those students who qualify for free/reduced lunch during the registration process. Payment can be made in installments or in one lump sum with final total payment being made on or before Monday, March 17, 2025.

4. TERM AND TERMINATION

- a. **Term.** This Agreement shall have an initial term of one year from the effective date. Upon expiration of the initial term, this Agreement shall automatically renew for one-year terms unless any party submits a written termination notice at least 30 days prior to renewal. The Parties agree that that the initial Program offering will be from March 24-March 27, 2025. Thereafter, the Parties will collaborate to establish further dates and the scope of the Program offerings, in accordance with the terms of this Agreement. Any subsequent Program offerings for District students shall be subject to this Agreement and the written agreement of the authorized agents of the Parties.
- b. **Termination for Cause.** Should any party fail to meet one or more of its material obligations under this Agreement, and the parties do not resolve the matter informally, any party may give the written notice of its intent to terminate this Agreement for cause, citing the failures with specificity. Upon receipt of such notice, the party in breach shall have ten (10) days to cure the failures cited in the notice. Should the party in breach then fail to timely cure, the Agreement shall terminate for cause following issuance of subsequent notice of failure to cure.
- c. **Termination for Convenience.** Any party may terminate this Agreement for any reason by giving the other parties at least thirty (30) days' written notice, signed by the authorized agent of the terminating Party.

5. MISCELLANEOUS PROVISIONS

- a. **Indemnification.** Each party acknowledges that it shall remain responsible for any liability arising from the actions or omissions of its own employees and agents. Each party acknowledges that it shall remain responsible for any liability to its own employees arising from such employment. Each party agrees to indemnify, defend and hold harmless the other parties and their board members, incorporators, directors, administrators, employees, counsel and agents against any and all claims, suits, actions, damages, costs, charges and expenses, including reasonable court costs and attorneys' fees, and against all liability, losses and damages of any nature whatsoever due to the actions or omissions of the indemnifying party's employees or agents. In no event will either party be jointly and/or severally liable for the actions or omissions of the other party.

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.

- b. **Insurance.** Each party shall procure and maintain at all times during this Agreement, insurance through an insurance company or companies licensed to conduct business in Illinois with coverage and limits as follows:

<u>Type</u>	<u>Limits</u>
Commercial General Liability	
Per Occurrence:	\$2,000,000
Aggregate:	\$5,000,000

Automobile Liability:	\$1,000,000 (combined single limit)
Workers' Compensation:	Statutory Minimum
Umbrella / Excess:	\$2,000,000 aggregate

Each Party shall provide the other parties with a certificate of insurance stating the above referenced limits and naming the other parties as additional insured for all events arising from or related to this Agreement.

- c. Authority.** Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement, in an official capacity only and the representative shall have no personal liability under this Agreement. Each party warrants to the other that execution, delivery and performance of this Agreement does not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this Agreement on behalf of a party warrants to the other party that such individual is authorized, as an officer of the entity, to execute this Agreement in the name of the party on whose behalf he or she executes it in an official capacity only.
- d. Binding Effect.** This Agreement shall be binding on the parties and their respective successors. It may not be assigned.
- e. Governing Law.** This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois.
- f. Waivers and Modifications.** No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the authorized agent of the party making the waiver, and then shall be effective only in the specific instance and for the purpose given. This Agreement shall not in any other way be modified except in writing signed by the authorized agents of all parties.
- g. Notices.** Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, as follows:

Oak Park Elementary Schools District 97:

Dr. Ushma Shah
 Superintendent
 260 Madison Street
 Oak Park, IL 60302
 Tel: (708) 524-3000
ushah@op97.org

With a Copy to:

Robbins Schwartz
 c/o Matthew J. Gardner
 55 W. Monroe St., #800
 Chicago, IL 60603

Community College District 504, Triton College:

Dr. Susan Campos
 Vice President, Academic Affairs
 2000 Fifth Avenue
 River Grove, IL 60171
 Tel: (708) 456-0300
susancampos@triton.edu

With a Copy to:

Sarie Winner
 Winner Law
 2344 W. Melrose
 Chicago, IL 60618

- h. Non-Assignability and No Third-Party Beneficiaries.** This Agreement is not transferable or assignable by the parties. There are no third-party beneficiaries to this Agreement.
- i. Non-Discrimination and Workplace Conduct.** No Party shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each Party certifies that it is an equal opportunity employer, that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105, and maintains a Drug Free Workplace in compliance with applicable law.
- j. Entire Agreement.** This Agreement expresses the complete and final understanding of the parties with respect to its subject matter. The parties agree that this Agreement shall apply to any Program offerings or activities involving District students occurring at Triton College for the purposes stated herein.
- k. Execution.** This Agreement may be executed in duplicate counterparts, each of which shall be as effective as the others upon approval and execution by all parties.
- l. Severability.** If any provisions of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end the provisions of the Agreement are to be deemed severable.

IN WITNESS WHEREOF, the parties have executed this Agreement on or before, February 18, 2025.

Oak Park Elementary Schools District 97:

Community College District 504, Triton College:

By: _____

By: _____

Mark R. Stephens, Board Chairman

Date: _____

Date: _____

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

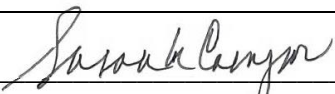
Meeting of February 18, 2025

ACTION EXHIBIT NO. 17170

SUBJECT: SPRING BREAK 2025 COLLEGE FOR KIDS CAMP WITH FRIDAY NIGHT PLACE

RECOMMENDATION: That the Board of Trustees approve an Agreement with Fellowship Community Services, Inc., a/k/a Friday Night Place (FNP) to offer a College for Kids Camp for up to thirty (30) FNP students. College for Kids Camp is a career exploration initiative that provides middle school-aged students with the opportunity to learn about different career fields and the skills needed to be successful in various occupations. The full-day camp will be offered on Triton's campus, March 24-27, 2025. FNP staff will be responsible for recruiting students and Triton College staff will be jointly responsible for supervising the students while on campus. All camp staff will be employed through Triton and will receive background checks conducted by Board of Education of Oak Park Elementary School District 97 and paid for by Triton. FNP has agreed to cover 100% of student tuition fees, which covers instruction, classroom/lab space, materials/supplies, daily lunch, and transportation, for all students (except those who qualify for free and reduced lunch), up to \$8,000. Triton will cover the fees associated with background checks not to exceed an estimated amount of \$500.

RATIONALE: Triton College has developed a strong partnership with FNP. Offering career exploration and awareness to FNP students provides them with the experience of being on a college campus and the opportunity to learn in state-of-the-art labs. College for Kids Camp serves the local communities by promoting postsecondary education and introducing middle school-aged children to potential future career pathways.

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
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Related forms requiring Board signature: Yes No

AGREEMENT BETWEEN
ILLINOIS COMMUNITY COLLEGE DISTRICT 504
AND
FELLOWSHIP COMMUNITY SERVICES, INC. / FRIDAY NIGHT PLACE

This Partnership Agreement Concerning the Career Exploration Program (“Agreement”) is entered into as of the 18th day of February, 2025, by and between the following parties: the Community College District 504, Cook County, Illinois, commonly known as Triton College (“Triton”) and Fellowship Community Services, Inc., also known as Friday Night Place (“Friday Night Place”) (collectively, the “Parties”).

RECITALS

WHEREAS, College for Kids (the “Program”) is a career exploration program implemented by Triton College designed to provide middle school-aged students with the opportunity to learn about different career fields and the skills needed to go into various occupations;

WHEREAS, the Parties acknowledge that bringing career exploration and awareness to Friday Night Place students provides significant benefits including the experience of being on a college campus, introduction to new career opportunities, and access to state-of-the-art labs, which helps plant the seed of postsecondary education and can aid Friday Night Place students in heading towards a career pathway;

WHEREAS, the parties seek to initially implement the Program during the student’s spring break, from March 24-27, 2025;

WHEREAS, the Parties shall collaborate to offer customized programming throughout the year that fits timeframes and durations that are convenient for the Parties, with the understanding that all parties shall, at their sole discretion, determine when Program offerings are convenient and may decline any offer that it deems to be inconvenient.

WHEREAS, the Parties wish to establish a long-term partnership that, contingent upon receipt of grant funding by any of the Parties, allows Triton to create customized programs that fit specific timeframes and that work best for Friday Night Place and its students;

WHEREAS, in the future, the Parties may wish to expand the Program established in this Agreement to other timeframes or curriculum offerings;

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

- 1. INCORPORATION OF PREAMBLE RECITALS.** The above preamble recitals shall be considered a part of this Agreement and shall be binding upon the Parties hereto.
- 2. TRITON’S RESPONSIBILITIES.**
 - a. Program Design.** Triton shall design each Program so that Friday Night Place students have a variety of academic areas of study to choose from. The career exploration-based classes, taught by professionals in the field, will promote interactive learning through real-world application.

Curriculum will focus on building communication, teamwork, leadership, and content specific skills by implementing hands-on activities and group projects. Areas of study shall be offered based on the availability of instructors and class/lab space, in Triton's sole discretion.

- b. Advertising and Placement of Students.** Triton and Friday Night Place, shall collaborate to develop marketing information and a cohesive enrollment process, explaining the Program offerings and design that Friday Night Place can use to advertise the Program to its students and families. Triton shall allow Friday Night Place students to select their top three areas of study and shall place Friday Night Place students in their highest available area of study based on availability. There shall be no financial obligation incurred by Triton in the development or distribution of the marketing materials or recruiting of students.
- c. Safety and Supervision.** For the purpose of ensuring student safety and supervision of all students during Program activities, Triton, shall also be solely responsible for its property (real property and personal property such as equipment and tools) while students are on campus. Triton College staff working with the Program will be required to complete background checks and fingerprint clearance prior to the start of the Program.

3. FRIDAY NIGHT PLACE'S RESPONSIBILITIES

- a. Student Sign-Up.** Friday Night Place shall be responsible for circulating initial information regarding the scope of the Program and dates of the Program to parents/guardians and shall obtain parent/guardian consent for student participation, including completion of any Triton College provided forms or waivers. Friday Night Place shall assist in facilitating any subsequent requests for information between Triton and Friday Night Place students/parents/guardians, including additional forms, contracts, and contact information.
- b. Safety and Supervision.** Friday Night Place and Triton College shall be jointly responsible for safety and supervision, and shall assume an in loco parentis status over all students, including responsibility related to the education, care, and wellbeing of students at all times that students are present on Triton's campus and the care and wellbeing of students at all times that students are present on buses during transportation to and from Triton College, during attendance at Triton College, and during parent pick-up times at home middle schools. Triton College employees participating in the College for Kids program shall take all reasonable actions and care to provide assistance in monitoring the safety and supervision of participating students while present at Triton College." Friday Night Place staff working with the Program will be required to complete background checks and fingerprint clearance prior to the start of the Program.
- c. Costs.** The 2025 Spring Break College for Kids Camp shall serve no more than ninety (90) students in grades sixth through eighth and shall not exceed \$18,000. Friday Night Place shall be responsible for covering the costs of tuition (which includes instruction, materials, supplies, and lunch) for sixth through eighth grade students who do not qualify for free or reduced lunch. Friday Night Place shall also be responsible for covering any fees accrued after the first \$10,000, up to a total of \$18,000, for any sixth through eighth grade students who qualify for free or reduced lunch. Friday Night Place shall be solely responsible for determining those students who qualify for free/reduced lunch during the registration process. Payment can be made in installments or in one lump sum with final total payment being made on or before Wednesday, April 30, 2025.

4. TERM AND TERMINATION

- a. Term.** This Agreement shall have an initial term of one year from the effective date. Upon expiration of the initial term, this Agreement shall automatically renew for one-year terms unless any party submits a written termination notice at least 30 days prior to renewal. The Parties agree that that the initial Program offering will be from March 24-March 27, 2025. Thereafter, the Parties will collaborate to establish further dates and the scope of the Program offerings, in accordance with the terms of this Agreement. Any subsequent Program offerings for Friday Night Place students shall be subject to this Agreement and the written agreement of the authorized agents of the Parties.
- b. Termination for Cause.** Should any party fail to meet one or more of its material obligations under this Agreement, and the parties do not resolve the matter informally, any party may give the written notice of its intent to terminate this Agreement for cause, citing the failures with specificity. Upon receipt of such notice, the party in breach shall have ten (10) days to cure the failures cited in the notice. Should the party in breach then fail to timely cure, the Agreement shall terminate for cause following issuance of subsequent notice of failure to cure.
- c. Termination for Convenience.** Any party may terminate this Agreement for any reason by giving the other parties at least thirty (30) days' written notice, signed by the authorized agent of the terminating Party.

5. MISCELLANEOUS PROVISIONS

- a. Indemnification.** Each party acknowledges that it shall remain responsible for any liability arising from the actions or omissions of its own employees and agents. Each party acknowledges that it shall remain responsible for any liability to its own employees arising from such employment. Each party agrees to indemnify, defend and hold harmless the other parties and their board members, incorporators, directors, administrators, employees, counsel and agents against any and all claims, suits, actions, damages, costs, charges and expenses, including reasonable court costs and attorneys' fees, and against all liability, losses and damages of any nature whatsoever due to the actions or omissions of the indemnifying party's employees or agents. In no event will either party be jointly and/or severally liable for the actions or omissions of the other party.

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.

- b. Insurance.** Each party shall procure and maintain at all times during this Agreement, insurance through an insurance company or companies licensed to conduct business in Illinois with coverage and limits as follows:

<u>Type</u>	<u>Limits</u>
Commercial General Liability	
Per Occurrence:	\$2,000,000
Aggregate:	\$5,000,000

Automobile Liability:	\$1,000,000 (combined single limit)
Workers' Compensation:	Statutory Minimum
Umbrella / Excess:	\$2,000,000 aggregate

Each Party shall provide the other parties with a certificate of insurance stating the above referenced limits and naming the other parties as additional insured for all events arising from or related to this Agreement.

- c. Authority.** Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement, in an official capacity only and the representative shall have no personal liability under this Agreement. Each party warrants to the other that execution, delivery and performance of this Agreement does not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this Agreement on behalf of a party warrants to the other party that such individual is authorized, as an officer of the entity, to execute this Agreement in the name of the party on whose behalf he or she executes it in an official capacity only.
- d. Binding Effect.** This Agreement shall be binding on the parties and their respective successors. It may not be assigned.
- e. Governing Law.** This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois.
- f. Waivers and Modifications.** No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the authorized agent of the party making the waiver, and then shall be effective only in the specific instance and for the purpose given. This Agreement shall not in any other way be modified except in writing signed by the authorized agents of all parties.
- g. Notices.** Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, as follows:

Fellowship Community Services, Inc.
 Deacon Wiley H. Samuels, Jr.
 Executive Director
 1106 Madison St., 2nd Fl.
 Oak Park, IL 60302
wileyhsam@gmail.com

Community College District 504, Triton College:
 Dr. Susan Campos
 Vice President, Academic Affairs
 2000 Fifth Avenue
 River Grove, IL 60171
 Tel: (708) 456-0300
susancampos@triton.edu

With a Copy to:

Sarie Winner
 Winner Law
 2344 W. Melrose

- h. Non-Assignability and No Third-Party Beneficiaries.** This Agreement is not transferable or assignable by the parties. There are no third-party beneficiaries to this Agreement.
- i. Non-Discrimination and Workplace Conduct.** No Party shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each Party certifies that it is an equal opportunity employer, that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105, and maintains a Drug Free Workplace in compliance with applicable law.
- j. Entire Agreement.** This Agreement expresses the complete and final understanding of the parties with respect to its subject matter. The parties agree that this Agreement shall apply to any Program offerings or activities involving Friday Night Place students occurring at Triton College for the purposes stated herein.
- k. Execution.** This Agreement may be executed in duplicate counterparts, each of which shall be as effective as the others upon approval and execution by all parties.
- l. Severability.** If any provisions of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end the provisions of the Agreement are to be deemed severable.

IN WITNESS WHEREOF, the parties have executed this Agreement on or before, February 18, 2025.

**Fellowship Community Services, Inc.,
a/k/a Friday Night Place:**

**Deacon Wiley H. Samuels, Jr.
M.S.W., M.A.C.D.
Executive Director**

By: Wiley H. Samuels Jr

**Community College District 504, Triton
College:**

By: _____
Mark R. Stephens, Board Chairman

Date: _____

Date: Saturday, 01st., February 2025:
4:15p.m. CST

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

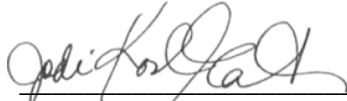
Meeting of February 18, 2025

ACTION EXHIBIT NO. 17171

**SUBJECT: AGREEMENT WITH PARCHMENT LLC
FOR DIPLOMA /CERTIFICATE SERVICES**

RECOMMENDATION: That the Board of Trustees approve an Agreement with Parchment LLC to provide diploma and certificate services on behalf of Triton College. This Agreement is an Amendment to the “Transcript Services Agreement, Amendment #2” approved by the BOT on 05/21/2024. This Amendment will be effective once fully signed by both parties and shall expire on June 30, 2027. Including the implementation fee, and annual fee, the total cost to the college over a three-year period will be \$55,137. This cost may increase if the total number of graduates exceeds 1600 annually.

RATIONALE: Triton College is currently using Parchment services for its electronic transcript delivery services. Diploma and certificate services will allow learners to manage all their Triton educational credentials in one place, thereby giving students access to an electronic diploma in addition to their paper diploma. Parchment has proven a responsible partner in terms of service and efficiency.

Submitted to Board by: 
Dr. Jodi Koslow Martin, VP of Enrollment Mgt & Student Affairs

Board Officers' Signatures Required:

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



Amendment #3 Between Triton College and Parchment LLC

This Amendment #3 is made as of the date last signed below (“**Effective Date**”), by and between Triton College (“**Member**”), located at 2000 5th Ave., River Grove, Illinois 60171-1995, and Parchment LLC (“**Parchment**”), located at 7001 N. Scottsdale Road, Suite 1050, Scottsdale, AZ 85253.

A. Member and Parchment entered into an agreement for the Parchment Award - Transcript Services (f/k/a Parchment Send), dated 09/26/2017, Amendment #1 dated 08/02/2021, Amendment #2 dated 05/21/2024 (collectively, the “**Agreement**”).

B. Member desires to add the Parchment Award services for print and digital diplomas and/or certificates as indicated herein (the “**Parchment Award Services**”).

C. Accordingly, Member and Parchment wish to amend the Agreement with the following terms. **The pricing and terms offered in this Amendment expire on 02/28/2025 if not executed by Member on or prior to such date.**

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both Parties agree to keep, perform, and fulfill the promises, conditions and agreements held in the Agreement with the addition of the following amendment. The following terms and modifications are hereby agreed upon and incorporated as part of the Original Agreement:

1. PARCHMENT AWARD - DIPLOMA AND CERTIFICATE SERVICES.

1.1 As of the Effective Date, Member and Parchment agree to amend the Agreement to add the Parchment Award - Diploma and Certificate Services, subject to and governed by the Terms and Conditions of the Agreement and the Statement of Work attached hereto as Exhibit A, incorporated herein by reference, and agrees to pay the fees as described and set forth in Exhibit A. The “Parchment Service” as defined and provided under the Agreement shall include the Parchment Award services for diplomas and/or certificates as described on Exhibit A.

TERM. The term of the Parchment Award - Diploma and Certificate Services provided to Member pursuant to this Amendment #3 to the Agreement will commence as of the Effective Date of this Amendment #3 and continue for a period until June 30, 2027, to run concurrently with the Agreement (the “**Award Services Term**”), at which point it will automatically renew for successive one (1) year terms unless either Party provides notice of its intent not to renew at least sixty (60) days prior to the end of the then-current term of this Amendment #3. The Terms and Conditions of the Agreement will survive and govern the Award Services provided under this Amendment #3 for the duration of the Award Services Term.

2. All other terms, conditions, and fees in the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the Agreement and this Amendment #3, the terms of this Amendment #3 shall govern to the extent of the conflict. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Amendment #3 may be executed in digital counterparts, by an authorized agent in their official capacity only.

Parchment LLC	Triton College
Name:	Name: Mark R. Stephens
Signature:	Signature:
Title:	Title: Board Chairman
Date:	Date:

EXHIBIT A
STATEMENT OF WORK

PARCHMENT AWARD SERVICES - DIPLOMA AND CERTIFICATE SERVICES SUBSCRIPTION

Member agrees to order and subscribe to the Parchment Award Services identified and described in this Statement of Work, in accordance with the fees and payment terms set forth below. **All fees are non-refundable, unless otherwise specified in the Terms and Conditions, including pre-paid subscription fees.** The Parchment Services listed in this Statement of Work provide the features and functionality set forth in each Parchment Services description, as applicable, and available as Attachment 1.

1. Annual Subscription Fee.

1.1 **Parchment Award Services: Annual Subscription Fee.** Member shall pay an initial annual subscription fee of \$16,656.00, which covers the issuance of up to the annual volume of the Credential types set forth in the table below.

The annual subscription fee is non-refundable and the Diploma or Certificate provided pursuant to the subscription must be used up during each annual period during the Term. If the cumulative number of Diploma or Certificate requested during each annual period during the Term exceeds the foregoing Diploma or Certificate limit, Member will pay a per Diploma or Certificate fee at the rates set forth in the table for the overage for the remainder of the then-current subscription period, which will be invoiced by Parchment monthly in arrears. Prior to the end of each annual period during the Term of this Agreement, Member may adjust its annual subscription fee to reflect a new Request volume for the following annual period, upon mutual written agreement of the authorized agents of the Parties.

Member and Parchment agree to increase the Price Per Credential 5% year-over-year, such that the Annual Subscription Fee for future annual periods is as follows:

- Year 1: \$16,656.00
- Year 2: \$17,488.00
- Year 3: \$18,368.00

1.2 **Payment Terms.** Parchment will invoice Member for the Award Fee annually in advance following execution of this Agreement, and such invoiced amounts shall be due and payable within forty-five (45) days of receipt of the applicable invoice.

Credential Type	Credential Size	Annual Term Year	Delivery Method	Packaging	Price Per Credential	Annual Volume	Annual Subscription Fee
Diploma	9x7	Year One	Print to Student	9x12 Envelope	\$10.41	1000	\$10,410.00
Certificate	9x7	Year One	Print to Student	9x12 Envelope	\$10.41	600	\$6,246.00
Year Two							
Diploma	9x7	Year Two	Print to Student	9x12 Envelope	\$10.93	1000	\$10,930.00
Certificate	9x7	Year Two	Print to Student	9x12 Envelope	\$10.93	600	\$6,558.00
Year Three							

Diploma	9x7	Year Three	Print to Student	9x12 Envelope	\$11.48	1000	\$11,480.00
Certificate	9x7	Year Three	Print to Student	9x12 Envelope	\$11.48	600	\$6,888.00

2. Implementation Fee. Member shall pay an initial one-time Implementation fee of \$2,625.00 (the “**Implementation Fee**”), which covers initial product configuration and training, as well as the work to produce the masthead foil, seal, or graphic artwork for one (1) shell template for both Diploma and Certificate. Additional Diploma or Certificate shell templates will be subject to additional fees at a rate of \$2,625.00 per Diploma or Certificate shell template. Parchment will invoice Member for the Implementation Fee following execution of this Agreement, which shall be due and payable within forty-five (45) days of receipt of the applicable invoice. Additional fees for additional Diploma or Certificate shells will be invoiced to Member following a written request by the Member’s authorized agent for additional shell templates.

3. Digital Issuance of Credentials. For all Credential Types above, Parchment shall provide ability for Member to issue digital credentials directly to learner via email and optionally via SMS text message.

4. Local Printing and Shipping. For Credential Types with Delivery Method of "Local Print" in the table above, Parchment shall provide Member with the ability to view the diploma or certificate and student information that is provided by Member to Parchment following execution of this Agreement, for purposes of local printing and access to historical issuance data. Member may print the diploma or certificate locally using this functionality on Member's owned or designated equipment. Following execution of this Agreement, Parchment will deliver a one-time bulk shipment of diploma or certificate shells to cover the annual volume of diploma or certificate issued per year as set forth in the table above. For the avoidance of doubt, Parchment is not responsible for any Credential printing for Credential Types with Delivery Method of "Local Print" in this Agreement, and shall not be liable for any errors in the printed Credentials created by Member, for shipping the paper Credentials, or for lost or damaged paper Credentials. Pricing includes digital credential and annual volume of credential shells shipped to campus via FedEx.

5. Print and Paper Delivery Services

5.1 **Print to Student.** For Credential Types with Delivery Method "Print to Student" in the table above, following receipt of a valid recipient roster with all requested information, as set forth below, Parchment will process print and mail fulfillment of those Credentials within twenty-one (21) business days of the digital issuance. Parchment will prepare the printed diplomas and mail (via USPS or via other methods as selected by Member and subject to payment of additional fees as set forth in Exhibit A) the diplomas directly to the designated recipients using the contact information (including mailing address) provided to Parchment by Member. Pricing includes digital credential, printed credential, packaging, and standard USPS domestic shipping.

5.2 **Print to Campus.** For Credential Types with Delivery Method "Print to Campus" in the table above, following receipt of a valid recipient roster with all requested information, as set forth below, Parchment will process print and mail fulfillment of those Credentials within twenty-one (21) business days of the digital issuance. Parchment will prepare the printed diplomas and bulk mail (via FedEx) the diplomas directly to the mailing address provided to Parchment by Member. Pricing includes digital credential, print credential packed in a box, and FedEx ship-to-campus.

6. Damaged Credentials. For Credential Types with Delivery Method "Print to Student" in the table above, Parchment will replace up to one (1) printed Diploma or Certificate per Credential Owner at no additional cost in the event such printed credential is (i) reported in writing as “not received” after ten (10) business days by the recipient of the Credential to Parchment, or (ii) reported in writing as damaged or destroyed in transit by the recipient of the Credential to Parchment. Parchment will print and mail such replacement Credential within twenty-one (21) business days of receipt of such written notification.

7. Optional Print and Shipping Fees Where applicable, the Credential Owner or the Member may select optional additional print and mail fulfillment services for the additional fees as outlined below, which will be invoiced monthly in arrears to the Member if elected by the Member:

Optional Print and Shipping Fees	Description	Fees
FedEx Priority (optional)	US domestic or international	Set at Parchment's current rates at the time of request for FedEx fulfillment, which are currently: \$33.00 (domestic) \$60.00 (International)
USPS International (optional)	International Postage	Set at Parchment's current rates at the time of request for USPS International fulfillment, which are currently: 9x12 Envelope: \$7.18 12x15 Envelope: \$10.45 Cardboard Tube: \$19.50

8. MEMBER OBLIGATIONS; COHORT DATA.

8.1 Member agrees and acknowledges that it shall provide the reasonably requested cohort and roster information in a timely manner upon request by Parchment and from time to time during the Term as required for Parchment to perform the Parchment Services hereunder. The required roster information shall include: First Name, Last Name, DOB, and physical address. Member agrees to promptly provide any samples and design details or information reasonably requested by Parchment, including line art for creation of the seal die.

8.2 Member is responsible for and assumes the risk, responsibility, and expense of any liabilities resulting from the accuracy, quality, reliability, and legality of all requested cohort and roster data provided to Parchment by Member. Member acknowledges and agrees that it is responsible for the content of the diplomas and that Parchment will print and deliver the diplomas with the content provided to Parchment by Member. Accordingly, Parchment is not responsible for any inaccuracies in the Member-provided diploma, roster, and cohort data or the diploma content. Each Party agrees to comply with all applicable laws, including relevant privacy and data security laws, specifically including maintaining such information in compliance with the Family Education Rights and Privacy Act ("FERPA"), and in accordance with its obligations under the Agreement. Member represents and warrants to Parchment that it has all necessary or required consents and authorization to share the relevant cohort and roster data with Parchment as set forth herein.

8.3 Following completion of Member's upload of the cohort and roster data, Member will receive digital sample diplomas for review. Member can review the digital sample diplomas in their administrative access to the Service and issue the digital diplomas through the Service. Once the Member has reviewed and initiated the digital issuance of the diplomas, Member will be deemed to have approved and accepted the digital and print diplomas. If Member rejects the diplomas, Member will notify Parchment of any errors and Parchment will correct such errors in a commercially reasonable time period and at no additional cost to Member.

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

Meeting of February 18, 2025

ACTION EXHIBIT NO. 17172

SUBJECT: DESTRUCTION OF CLOSED SESSION VERBATIM RECORDINGS

RECOMMENDATION: That the Board of Trustees approve the destruction of three (3) verbatim recordings of the Closed Session of the Board of Trustees made on 1/24/23, 5/16/23, and 6/20/23 in accordance with Illinois law. No closed session meetings were held on 2/21/23, 3/21/23, and 4/25/23.

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

Sean Sullivan

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

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

Roof Guard Systems – Phase 2


2 firms submitted bids for the Roof Guard Systems – Phase 2 project. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 2:00 p.m. local time, Thursday, January 23, 2025, the bids were publicly opened and read aloud in room A-300 by John Lambrecht, Operations & Maintenance and Gaspare Pitrello, Arcon Associates, Inc. and witnessed by Steve Mazurek and James Pechacek, Maintenance, Danielle Stephens, Purchasing, Brian Schmitt, Arcon Associates, Inc., and representatives from Preservation Services, and L Marshall Roofing.

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

COMPANY
Preservation Services
221 Rocbaar Drive
Romeville, IL 60446

NET COST
\$249,612.66

APPROVED:


Sean O'Brien Sullivan
Vice President – Business Services

A/C Number 03-70900537-530900010
A/C Name DCEO Roof Guard
Other Contractual Services

FY25 Budget	\$	13,613,000.00
Prev. Expend.	\$	4,721,081.26
Schedule	\$	249,612.66
Balance	\$	8,642,306.08

Memorandum

January 24, 2025

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Roof Guard Systems – Phase 2



Operations & Maintenance

Triton College received 2 bids from vendors for the Roof Guard Systems – Phase 2 project.

The lowest, qualified bidder was Preservation Services, in the Base Bid and Alternates N, O, and P in the amount of \$249,612.66.

Arcon Associates, Inc. has carefully reviewed the bid and recommends that the project be awarded to be awarded to Preservation Services, in the Base Bid and Alternates N, O, and P in the amount of \$249,612.66.

I support this recommendation and agree that the bid should be awarded to Preservation Services, in the Base Bid Alternates N, O, and P in the amount of \$249,612.66.

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

John



January 23, 2025

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

RE: **BID RECOMMENDATION
ROOF GUARD SYSTEMS – PHASE 2
TRITON COLLEGE
PROJECT NO. 24098**

Dear Mr. Lambrecht:

On Thursday, January 23, 2025, at 2:00 P.M. two (2) sealed bids were publicly opened and read for the Roof Guard Systems – Phase 2 project. The low qualified bidder was Preservation Services, Inc., in the Base Bid and Alternates N, O, and P amount of \$249,612.66. The Base Bid includes the project contingency amount.

We have contacted Preservation Services, Inc. and they have confirmed their bid. The project requirements were reviewed, and Preservation Services demonstrated an understanding of the scope of work and project timeline. Preservation Services has completed numerous ARCON and Triton College projects with favorable results. We believe they are capable of performing well on this project.

Therefore, ARCON Associates, Inc. recommends that the Board of Trustees, Triton College award the contract for the Roof Guard Systems – Phase 2 project to the low qualified bidder, Preservation Services, in the Base Bid and Alternates N, O, and P amount of \$249,612.66.

Attached is the Bid Tabulation Sheet for your review.

Sincerely,
ARCON Associates, Inc.

A handwritten signature in black ink that reads "Gaspare Pitrello". The signature is written in a cursive, flowing style.

Gaspare P. Pitrello, ALA
Principal

Attachments

GPP/rac
J:\Triton College\24098 Roof Guard System - Phase II @ Multiple Buildings\1 Docs\Corr\24098L001.docx

Project: ROOF GUARD SYSTEMS - PHASE 2
 Owner: Triton College
 Project No.: 24098
 Bid Date/Time: Thursday, January 23, 2025 @ 2:00 PM



	CONTRACTOR	BID BOND	BASE BID + 10% CONTINGENCY	ALTERNATE M: ALL WORK SHOWN ON DRAWINGS FOR BUILDING M	ALTERNATE N: ALL WORK SHOWN ON DRAWINGS FOR BUILDING N	ALTERNATE O: ALL WORK SHOWN ON DRAWINGS FOR BUILDING O	ALTERNATE P: ALL WORK SHOWN ON DRAWINGS FOR BUILDING P	TOTAL
1	L. Marshall, Inc.	✓	\$192,500.00	\$48,000.00	\$70,000.00	\$62,000.00	\$32,000.00	
2	Preservation Services, Inc.	✓	\$150,548.40	\$29,118.34	\$50,656.62	\$29,809.17	\$18,598.47	\$249,612.66
3								
4								