

# **Regular Meeting of the Board of Trustees**

# **Agenda**

# Tuesday, November 18, 2025

I.	CALL TO ORDER	November 18, 2025 at 6:35 p.m
		or immediately following the Committee of the Whole
		Boardroom, A-300

- II. ROLL CALL
- III. APPROVAL OF BOARD MINUTES VOLUME LXII
  Minutes of the Regular Board Meeting of October 21, 2025, No. 6
- IV. COMMENTS ON THIS AGENDA
- V. CITIZEN PARTICIPATION
- VI. REPORTS/ANNOUNCEMENTS Employee Groups
- VII. STUDENT SENATE REPORT
- VIII. BOARD COMMITTEE REPORTS
  - A. Academic Affairs/Student Affairs
  - B. Finance/Maintenance & Operations
  - IX. ADMINISTRATIVE REPORT
  - X. PRESIDENT'S REPORT
  - XI. CHAIRMAN'S REPORT
- XII. NEW BUSINESS
  - A. <u>Board Policy</u> First Reading

<u>Business Services</u> Campus Safety Policy Updates

- B. Action Exhibits
  - 17294 Budget Transfers
  - 17295 Morton Salt, Inc. Vendor Limit Approval

- 17296 US Bank Prepaid Expense Card Program
- 17297 A & T Building Corridor Flooring Installation Project Consolidated Flooring
- 17298 2026 Inspira Financial FSA Administrative Services Fees
- 17299 2026 Delta Dental PPO Premium Rates
- 17300 2026 Delta Dental Voluntary Plan Premium Rates
- 17301 2026 Blue Cross Blue Shield PPO Premium Rates
- 17302 2026 Blue Cross Blue Shield HMO Premium Rates
- 17303 American Digital Aruba Wireless Access Points Refresh
- 17304 College Curriculum Committee Recommendations
- 17305 Agreement with Rosemont Theatre
- 17306 Student Community Employment Experience with Wonder Works Children's Museum

# C. Purchasing Schedules

- D. Bills and Invoices
- E. <u>Closed Session</u> To discuss and consider the hiring, discipline, performance, and compensation of certain personnel, matters of collective bargaining, acquisition of real property, and matters of pending, probable, or imminent litigation.
- F. Human Resources Report

# XIII. COMMUNICATIONS – INFORMATION

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

## XIV. ADJOURNMENT

BOARD OF TRUSTEES VOLUME LXII, No. 6 October 21, 2025, Page 15

## CALL TO ORDER/ROLL CALL

Vice Chairwoman Diane Viverito called the regular meeting of the Board of Trustees to order in the Boardroom at 6:35 p.m. The following roll call was taken.

Present: Mr. Jarrell David, Mr. Tracy Jennings, Mr. Rich Regan, Mrs. Elizabeth Potter,

Ms. Diane Viverito.

Absent: Mr. Luke Casson, Mr. Glover Johnson, Mr. Mark Stephens.

Ms. Viverito noted that Chairman Stephens was unable to attend the meeting due to illness.

## APPROVAL OF BOARD MINUTES

Mrs. Potter made a motion, seconded by Mr. Jennings, to approve the minutes of the Regular Board Meeting of September 23, 2025. Voice vote carried the motion unanimously.

## COMMENTS ON THIS AGENDA

None.

## **CITIZEN PARTICIPATION**

None.

# **REPORTS/ANNOUNCEMENTS – Employee Groups**

Faculty Association President Leslie Wester highlighted recent faculty accomplishments. Mass Communication instructor Seth McClellan's new documentary has just been released and received rave reviews. Additionally, English Department faculty member Paul Martinez will hold the official release of his book on Saturday, October 25, 2025. Dr. Wester also reported that she attended the Illinois Federation of Teachers (IFT) Convention, where delegates advocated for increased state funding for community colleges and public education overall. She added that she looks forward to meeting with the administration tomorrow to finalize the printed version of the faculty contract.

Mid-Management Association President Dorota Krzykowska reported that spring registration is officially open. The B Building is very busy; staff are working diligently to assist students with spring enrollment. Students have expressed enthusiasm for the upcoming term, with many indicating interest in transferring. Transfer Center pop-ups are now available, offering guidance and resources for students exploring transfer opportunities.

## STUDENT SENATE REPORT

TCSA President Dmytriy Havrylyak shared several highlights from October. Events such as Movie in the Lot, Mexican Bingo, Arts and Crafts, and the annual Family Fall Fest were all successful, with strong participation from staff, students, and community members. The new TCSA budget was also recently approved. In addition, Mr. Havrylyak announced the formation of a new student organization - the Respiratory Care Club, which supports Triton's Respiratory Care Program.

BOARD OF TRUSTEES VOLUME LXII, No. 6 October 21, 2025, Page 16

#### **BOARD COMMITTEE REPORTS**

## Academic Affairs/Student Affairs

Ms. Viverito reported that the committee met on October 8 and reviewed and approved pertinent items by unanimous vote.

# Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on October 8 and reviewed nine new business items and two purchasing schedules that were unanimously approved and sent to the Board with a recommendation for approval.

## ADMINISTRATIVE REPORT

None.

#### PRESIDENT'S REPORT

President Mary-Rita Moore reported that students and the community were positively impacted by Respiratory Therapist Week activities. She announced that the 29th Annual Triton College Foundation President's Reception will be held on Wednesday, November 19, at Elmcrest Banquets in Elmwood Park. This year's event will honor Maria Braglia of Maria's Mexican Restaurant and her family, as well as retired faculty member Russell Anderson (posthumously), in recognition of their longstanding contributions and support of Triton College. The reception will feature specialty items prepared by the Triton College Baking and Pastry Program. President Moore expressed enthusiasm for the upcoming celebration and looks forward to sharing the evening with faculty, staff, students, and community members.

#### **CHAIRMAN'S REPORT**

None.

# TRUSTEE JOINES MEETING

Ms. Viverito noted that Mr. Casson joined the meeting at 6:46 p.m.

#### **NEW BUSINESS**

# **ACTION EXHIBITS**

## 17284 Board of Trustees Travel

Mrs. Potter made a motion, seconded by Mr. Jennings, to approve the Action Exhibit 17284.

Roll Call Vote:

Affirmative: Mr. Casson, Mr. David, Mr. Jennings, Mrs. Potter, Mr. Regan,

Ms. Viverito.

Absent: Mr. Johnson, Mr. Stephens.

Motion carried 5-0 with Student Trustee voting yes.

# TRITON COLLEGE DISTRICT 504

BOARD OF TRUSTEES VOLUME LXII, No. 6 October 21, 2025, Page 17

The remaining action exhibits were taken as a group.

- 17285 Budget Transfers
- 17286 Certificate of Final Completion and Authorization of Final Payment for the Gymnasium Bleacher Replacement Project
- 17287 Authorization of Electric and Natural Gas Supply Purchasing
- 17288 Memorandum of Understanding with Cook County for E-Ticketing System
- 17289 EBSCO Data Processing Addendum for OpenAthens
- 17290 Clinical Affiliation Agreement with Saint Mary of Nazareth Hospital
- 17291 Clinical Affiliation Agreement with Saint Francis Hospital
- 17292 Clinical Affiliation Agreement with Saint Joseph Elgin Hospital
- 17293 Agreement with Curriqunet Solutions

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

## PURCHASING SCHEDULES

- B48.05 Spring 2026 Triton College Credit Schedule
- B48.06 Snow Removal Services 2025/2026

Mr. David made a motion, seconded by Mrs. Potter, to approve the Purchasing Schedules. Voice vote carried the motion unanimously.

## **BILLS AND INVOICES**

Mrs. Potter made a motion, seconded by Mr. Jennings, to pay the Bills and Invoices in the amount of \$2,321,544.27.

## Roll Call Vote:

Affirmative: Mr. Casson, Mr. David, Mr. Jennings, Mrs. Potter, Mr. Regan,

Ms. Viverito.

Absent: Mr. Johnson, Mr. Stephens.

Motion carried 5-0 with Student Trustee voting yes.

## **HUMAN RESOURCES REPORT**

# 1.0 Faculty

Mrs. Potter made a motion, seconded by Mr. Casson to approve page 1 of the Human Resources Report, item 1.1.01. Voice vote carried the motion unanimously.

# 2.0 Adjunct Faculty

Mr. Jennings made a motion, seconded by Mr. Casson, to approve pages 2-4 of the Human Resources Report, items 2.1.01 through 2.6. Voice vote carried the motion unanimously.

## 3.0 Administration

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

BOARD OF TRUSTEES VOLUME LXII, No. 6 October 21, 2025, Page 18

# 4.0 Classified, Police & Engineers

Mr. Jennings made a motion, seconded by Mr. Regan, to approve pages 6-7 of the Human Resources Report, items 4.1.01 through 4.4.01. Voice vote carried the motion unanimously.

# **5.0 Mid-Management**

Mr. Casson made a motion, seconded by Mrs. Potter, to approve pages 8-9 of the Human Resources Report, items 5.1.01 through 5.5.01. Voice vote carried the motion unanimously.

# **6.0 Hourly Employees**

Mr. Jennings made a motion, seconded by Mr. Casson to approve pages 10-13 of the Human Resources Report, items 6.1.01 through 6.5.01. Voice vote carried the motion unanimously.

# **7.0 Other**

Mrs. Potter made a motion, seconded by Mr. Casson, to approve pages 14-15 of the Human Resources Report, items 7.1.01 through 7.2.02. Voice vote carried the motion unanimously.

## **ADJOURNMENT**

Motion was made by Mr. David to adjourn the Regular Meeting of the Board, seconded by Mr. Regan. Voice vote carried the motion unanimously. Vice Chairwoman Viverito adjourned the meeting at 6:52 p.m.

Submitted by: Diane Viverito

Board Chair Pro Tem

Tracy Jennings Board Secretary

Margaret Kluza

Margaret Kluza, Recording Secretary

# TRITON COLLEGE, District 504 Board of Trustees

Meeting of November 18, 2025

POLICY SECTION <u>Business Services</u> POLICY NO. <u>3519, 3519.1, 3519.6</u>

Mark R. Stepho		Tracy Jennings	Date
Board Officers' Signatur	es Required:		
	Sean O'Brien Su	llivan, Vice President of I	Business Services
Submitted to Board by:		Sean Sullivan	
compliance requirements.			
Concerning Crime on Car	npus (3519.6). T	he proposed revisions ref	flect new obligations and
Criminal Acts and Eme	rgencies on Car	mpus (3519.1), and Ga	thering Crime Statistics
following policies be upo	ated as attached	: Campus Crime and Se	ecurity (3519), Reporting
counsel. To comply with o	hanges to the Car	mpus Safety Act, it has be	een recommended that the
PURPOSE: Business S	ervices Board Po	olicies have been reviewe	ed and edited by college
TITLE: <u>CAMPUS SAFE</u>	TY BOARD PO	LICY UPDATES	
Second Reading			

**BOARD OF TRUSTEES, DISTRICT 504** 

**BUSINESS SERVICES** 

**CAMPUS CRIME AND SECURITY** 

POLICY 3519 ADOPTED: 07/20/93

**AMENDED:** 

Whereas, Congress has enacted the Crime Awareness and Campus Security Act of 1990, now known as the Jeanne Clery Campus Safety Act; and

Whereas, the Board of Trustees of Triton College intends to comply with the requirements of that Act;

Now therefore, the Board of Trustees hereby directs the administration to prepare, publish, and distribute regulations and procedures that comply with the letter and spirit of the Crime Awareness and Campus Security Act of 1990 and all subsequent amendments. Regulations and procedures shall be issued covering the following areas:

- 1. Procedures for students to report criminal activities;
- 2. Security at campus facilities;
- 3. Availability and authority of campus law enforcement;
- 4. Programs available to inform students about security and the prevention of crime;
- 5. Recording of crime through local police agencies;
- 6. Possession, use, and sale of alcohol and drugs;
- 7. **Hazing**; and
- 8. Sex offenses.

Further, administration shall prepare, publish, and distribute statistical reports that identify the occurrence of campus crimes and the number of campus arrests for crimes specified in the **Jeanne Clery Campus Safety Act**Crime Awareness and Campus Security Act of 1990.

These regulations and procedures and statistical reports shall be published in publications or mailings that are available to students and employees, as well as prospective students and the higher education community, upon request.

BOARD OF TRUSTEES, DISTRICT 504 BU

**BUSINESS SERVICES** 

REPORTING CRIMINAL ACTS AND EMERGENCIES ON CAMPUS Page 1 of 2

POLICY 3519.1 ADOPTED: 07/20/93

**AMENDED:** 

Whereas, the Congress has enacted the Crime Awareness and Campus Security Act, now known as the Jeanne Clery Campus Safety Act; and

Whereas, the Board of Trustees intends to comply with the requirements of that Act, and all subsequent amendments;

Now therefore, the Board of Trustees adopts the following policy:

- A. The Triton College Police Department shall be primarily responsible for carrying out the mandates of the **Jeanne Clery Crime Awareness and Campus Securityafety** Act.
  - 1. The Triton College Police Department will develop rules and regulations to implement these policies and to carry out its duties and responsibilities.
  - 2. The Triton College Police Department shall, from time to time, file reports with the Board of Trustees as to compliance with the Crime Awareness and Campus Security Act, problems that have arisen in its enforcement, and the costs of carrying out its responsibility.
- B. The Triton College Police Department shall develop procedures and methods to respond to reports of crime and other emergencies on campus.
  - 1. The Triton College Police Department shall investigate the occurrence of oncampus murder, criminal sexual assault, criminal sexual abuse, robbery, aggravated assault, aggravated battery, burglary, motor theft and liquor law violations, drug abuse violations, weapons possessions, hazing and other emergencies occurring on the campus considered to be a threat to the safety of students and employees. (These definitions will vary as those crimes are defined by state law.)
  - 2. The reports of these occurrences shall be reviewed to determine if the information gathered can assist the College in its security program.
  - 3. Timely reports shall be made to students and employees after such occurrences. The type and nature of the report shall be determined by the Triton College Police Department. Notice of occurrences shall be placed on bulletin boards and in campus newspapers and other informational dissemination methods designed to inform students and employees of criminal occurrences on the campus.

**BOARD OF TRUSTEES, DISTRICT 504** 

**BUSINESS SERVICES** 

REPORTING CRIMINAL ACTS AND EMERGENCIES ON CAMPUS Page 2 of 2

POLICY 3519.1 ADOPTED: 07/20/93

**AMENDED:** 

- 4. The Triton College Police Department and other campus organizations shall provide reasonable support services and resources to crime victims and the victim's family.
- C. In the event a perpetrator of a violent crime is subject to discipline by the College, the victim of the crime shall, at the discretion of the Chief of the Triton College Police Department, be permitted to obtain the results of that disciplinary proceeding.
- D. Definition of student and employee.
  - 1. "Student" is defined as any person enrolled in one or more courses of study for academic credit.
  - 2. "Employee" is defined as a part-time or full-time person with scheduled hours of employment on campus under the direction and control of the institution and its agents.

**BOARD OF TRUSTEES, DISTRICT 504** 

**BUSINESS SERVICES** 

GATHERING CRIME STATISTICS CONCERNING CRIME ON CAMPUS Page 1 of 2 POLICY 3519.6 ADOPTED: 07/20/93

**AMENDED:** 

Whereas, Congress has enacted the Crime Awareness and Campus Security Act, now known as the Jeanne Clery Campus Safety Act; and

Whereas, the Board of Trustees of Triton College intends to comply with the requirements of that Act;

Now therefore, the Board of Trustees adopts the following policy:

A. The Triton College Police Department shall be responsible for gathering of statistics concerning the occurrence of crime on campus which has been reported to campus security authorities or local police agencies.

#### B. Definitions

- 1. "Reported" is defined as an official designation by a police officer, public safety officials, or persons possessing authority to determine if a crime has occurred.
- 2. An "arrest" has occurred when a law enforcement officer has detained an individual with the intention of seeking charges against the person for a specific offense(s) and a record is made of the detention.
- C. Statistics shall be compiled in accordance with the definitions used in the uniform crime reporting system of the Department of Justice, Federal Bureau of Investigation, and the modification in such definitions by the Hate Crimes Statistics Act.
- D. The following crimes and occurrences will be collected and reported:
  - 1. Murder
  - 2. Criminal Sexual Assault
  - 3. Criminal Sexual Abuse
  - 4. Aggravated Assaults
  - 5. Aggravated Battery
  - 6. Burglary
  - 7. Motor Vehicle Theft
  - 8. Arson
  - 9. Hate Crimes
  - 10. Hazing
  - 11. Violence Against Women Act offenses

**BOARD OF TRUSTEES, DISTRICT 504** 

**BUSINESS SERVICES** 

GATHERING CRIME STATISTICS CONCERNING CRIME ON CAMPUS Page 2 of 2 POLICY 3519.6 ADOPTED: 07/20/93 AMENDED:

- E. Statistics concerning the number of arrests for the following crimes shall also be reported:
  - 1. Liquor Law Violations
  - 2. Drug Abuse Violations
  - 3. Weapons Violations
- F. Statistics will be gathered by the Triton College Police Department for the period beginning January 1, 1989 through December 31, 1991 and any two preceding years for which data is available and shall be annually published in the Triton College Police Department in a document entitled "Report on Crime on the Campus."
  - The report shall contain summary descriptions of all policies on crime awareness and security and statistics concerning the crimes reported to the campus security authorities and local police agencies.
  - 2) The report shall be disseminated to students, employees, and other interested persons.
  - 3) The report shall be published in the College newspaper and a notification of its availability shall be published in newspapers of general circulation in the territory served by the College.
  - 4) The annual report shall be available at the Triton College Police Department office for distribution to persons who inquire about that report in person or by mail or telephone. The annual report shall be submitted upon request to the United States Secretary of Education.

# TRITON COLLEGE, District 504 Board of Trustees

Meeting of November 18, 2025 ACTION EXHIBIT NO. 17294

SUBJECT: BUDGET TE	RANSFERS			
RECOMMENDATION:	That the Box	ard of Tru	stees approve the at	tached proposed budget
transfers to reallocate fund	s to object cod	les as requ	ired.	
RATIONALE: Trans	fers are reco	ommended	to accommodate	institutional priorities.
See description on attached	<u>l forms.</u>			
Submitted to Board by:		Sean Si	ıllivan	
Submitted to Board by:	Sean O'Brien	Sullivan,	Vice President of Bu	usiness Services
Board Officers' Signatur	es Required:			
Mark R. Stephe Chairman	ens		Tracy Jennings Secretary	Date
Related forms requiring Bo	oard signature:	Yes 🗆	No ⊠	

# PROPOSED BUDGET TRANSFERS - FY 2026 FOR THE PERIOD 10/1/25 to10/31/25

**	FROM		т	то			
ID#	AREA	ACCT#	AREA	ACCT#		AMOUNT	
	EDUCATION FUND						
1	HIA: PD Travel In-State	01-10200550-550200010	HIA: PD Pub & Dues	01-10200550-540600010		270.00	
2	Dean Business & Tech: Other Contr	01-20801020-530900010	Dean Business & Tech: Printing	01-20801020-540200005		300.00	
3	Counseling: PD Travel In-State	01-30200515-550200010	Counseling: PD Pub & Dues	01-30200515-540600010		500.00	
4	Shipping/Receiving: Office Supplies	01-80400530-540100110	Shipping/Receiving: Software Support	01-80400530-530400030		200.00	
			TOTAL EDUCATION FUND		\$	1,270.00	
	FROM		Т	0	<u>-</u>		
ID#	AREA	ACCT#	AREA	ACCT #		AMOUNT	
	AUXILIARY FUND						
5	Athletics: Other Contractual	05-60400505-530900010	Men's Soccer: Other Contractual	05-60401020-530900010		1,835.00	
6	Women's Soccer: Other Materials	05-60401035-540900505	Women's Soccer: In-State Travel	05-60401035-550200005		531.00	
			TOTAL AUXILIARY FUND		\$	2,366.00	
	FROM		J	0			
ID#	AREA	ACCT#	AREA	ACCT#		AMOUNT	
	RESTRICTED FUND						
7	ICCB PATH: Other Contractual	06-30305024-530900010	ICCB PATH: Instructional Supplies	06-30305024-540100210		6,000.00	
8	ICCB Non-credit Workforce: PT Facult		ICCB Non-credit Workforce: Other Contr	06-30905029-530900010		6,345.00	
9	RSVP: Travel Out of State	06-40405004-550300005	RSVP: Other Contractual	06-40405004-530900010		940.00	
			TOTAL RESTRICTED FUND		\$	13,285.00	
			TOTAL PROPOSED BUDGET TRAM	ISFERS	\$	16,921.00	

		3CA-619AB0A98E	-		
	<u>Bud</u>	get Transf	<u>er Form</u>		
Dollar Amount	\$270				
				Object Code Description	
From what Budget Account	01	10200550	550200010	Hospitality Ind Admin: Prof-Dev-Travel-In-State	
To what Budget Account	01	10200550	540600010	Hospitality Ind Admin: Prof Dev-Publications & Dues	
Is this a Grant? Yes $[]$ No $[\chi]$	*If you are submitting a grant transfer, th "This is an allowable transfer under the (r			the following statement must appear in the Rationale: (name of grant) guidelines"	
Grant Accountant?				Include Attachments: Yes [ ] No [X ]	
Explain why the budgeted funds There is no planned travel in state at  Explain specifically why addition Two instructors wish to re-apply to the	the mom	ent. Is are needed ir	n the receiving acco	r, and are available to be transferred:	
Required Signatures  Requestor	Signed	sty: in Lumiclewski	9/2	29/2025	
Cost Center Manager	Clinist	opher Clem	10	/10/2025	
Associate Dean (if Applicable)	Justy	na Kohty	10	/11/2025	
	Signed				
Dean (If Applicable)	Paul	by: Jensen	10	0/11/2025	
Dean (If Applicable) Associate Vice President	Signed	Jensen BBB1974DE	<del></del>	0/11/2025	
	Paul Signed Paul Signed Susan	JUNSUN BEBT9740E_ 1 by:	10		

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	Budget Transf		
Dollar Amount	\$300.00		
Donat Amount	2		Object Code Description
From what Budget Account	0120801020	530900010	Dean, of Business & Tech: Other Contractual Services
To what Budget Account	01 20801020	540200005	Dean, of Business & Tech: Printing
is this a Grant? Yes ( ) No ( $\chi$ )	*If you are submittir "This is an allowable	ng a grant transfer transfer under th	, the following statement must appear in the Rationale: e (name of grant) guidelines"
Grant Accountant?			Include Attachments: Yes ( ) No (X )
			or, and are available to be transferred:  I needs for the remainder of the fiscal year.
Explain specifically why addition  More funding is required to support i			ount:
Required Signatures Requestor	Flavia Bruscato	10	)/8/2025
Čost Čenter Manager	Paul Jensen	10	)/8/2025
Associate Dean (if Applicable)	Justyna Kokty	10	0/8/2025
	Paul Jensen	1	0/9/2025
Dean (if Appli∞able)	Showed by:	1	0/9/2025
Associate Vice President	Paul Junien	1	0/9/2025
Area Vice President	Susen H. Campos		
	BUSINESS OFFIC	E APPROVALS	
	!!		
Asst, Director of Finance	A	~	
Exec. Director of Finance			Entered by:
Exec. Dir. of Bus. Operations:		C.C.	-
VP of Business Services		10/10/25	

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· · · · · · · · · · · · · · · · · · ·	Budget Transfe		
Dollar Amount	500.00		
Dollar Amount			Object Code Description
From what Budget Account	01 30200515	550200010	Counseling: Prof Dev-Travel-In State
To what Budget Account	01 30200515	540600010	Counseling: Prof Dev-Publications & Dues
Is this a Grant?			he following statement must appear in the Rationale:
Yes ( ) No ( <sub>X</sub> )	"This is an allowable	transfer under the	(name of grant) guidelines"
Grant Accountant?			Include Attachments: Yes [ ] No [X]
Rationale: Explain why the budgeted funds Transfer professional development m			and are available to be transferred:
Explain specifically why addition Transfer of professional developmen			unt:
Required Signatures	Signed by:	40%	0/0005
Requestor	tracy Wright	10/	3/2025
Cost Center Manager	Tracy Wright	10/	3/2025
Associate Dean (if Applicable)			
	Julia Willis	10/	13/2025
Dean (If Applicable)	4CBA81D0D0354C9 Signed by:	10/	14/2025
Associate Vice President	Jodi Eoslow Martin	10	14/2025
Area Vice President	Jodi toslow Martin		1472023
Grant Accountant Asst. Director of Finance Exec. Director of Finance Exec. Dir. of Bus. Operations:		<b>.</b>	Entered by: 188385 33 10/16/25
VP of Business Services	In 1581	16/25	

Asst. Director of Finance

Exec. Director of Finance:

Exec. Dir. of Bus. Operations:

Entered by: <u>B8375</u> 3 10/3/25

VP of Business Services:

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TEL		lget Transf	at a set to the second of	
Dollar Amount	\$1,83	5		
Donat ranount				Object Code Description
From what Budget Account	05	60400505	530900010	Athletics: Other Contractual Services
To what Budget Account	05	60401020	530900010	Men's Soccer: Other Contractual Services
Is this a Grant? Yes ( ) No ( $\chi$ )	*If yo	ou are submittir is an allowable	ng a grant transfer transfer under th	, the following statement must appear in the Rationale: e (name of grant) guidelines"
Grant Accountant?				Include Attachments: Yes ( ) No (X )
This budget has the funds available t  Explain specifically why addition	o cover	the additional exp ds are needed in	ensive needed for the	
Required Signatures  Requestor	Yan	ed by:	10	0/7/2025
Cost Center Manager	-Signe	eren Blalut 1880377C440	10	D/7/2025
Associate Dean (If Applicable)				
Dean (if Applicable)	Sign	ed by:	1	0/7/2025
Associate Vice President	Coll	un Rockafillow		
Area Vice President		n Sullivan	1	10/7/2025
Grant Accountant Asst. Director of Finance			CE APPROVALS	
Exec. Director of Finance Exec. Dir. of Bus. Operations:		CE	CR 10/8/25	Entered by: 08376 3 10/9/25
VP of Business Services	: <u></u>		7 14/8/0	

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ii	Budg	get Transf	<u>er Form</u>	
Dollar Amount	\$531.0	00		
Pour Unionia	•			Object Code Description
From what Budget Account	05	_60401035	540900505	Women's Soccer: Other Materials and Supplies
	05	60401035	550200005	Women's Soccer: In-State Travel
To what Budget Account		<i>-</i> ——		, the following statement must appear in the Rationale:
Is this a Grant? Yes $[]$ No $[\chi]$	"This	is an allowable	transfer under th	ne (name of grant) guidelines"
Grant Accountant?				Include Attachments: Yes [ ] No [X ]
This budget has the funds available to roster size.  Explain specifically why addition	o cover th	ne additional exp	ense needed for the	ar, and are available to be transferred: receiving account. Not as many uniforms were needed due to the  count: e budget. These funds are needed to pay for the additional cost of
Required Signatures  Requestor  Cost Center Manager  Associate Dean (if Applicable)	eF186 Signed	aby:  un fernander  1871800434: by:  rew Blabut  18503776440		0/13/2025 - 0/13/2025
Dean (If Applicable)	***************************************			•
Associate Vice President	Colle	en Rockafillow		10/13/2025
Area Vice President	Signed	Sullivan Ozsteczaa		- 10/16/2025 -
Grant Accountant Asst. Director of Finance Exec. Director of Finance Exec. Dir. of Bus. Operations: VP of Business Service	e:	INESS OFFICE	CE APPROVAL:	Entered by: 85386 73 10/20/25

Dollar Amount	Dudget Hai	octor Form	
Dollar Amount		nsfer Form	
	\$6,000.00		Object Code Description
	06 30305024	1 530900010	Object Code Description Other Contractual Services
From what Budget Account		530900010	·
To what Budget Account	06 303050	2 <u>.4</u> - 540100210	Instructional Supplies
Is this a Grant? Yes ( X) No ( )	•		, the following statement must appear in the Rationale: e (name of grant) guidelines"
Grant Accountant?	Gianna Colell	La <sub>374</sub>	Include Attachments: Yes ( ) No (X )
to voucher purchases being complete. This is an allowable transfer under the  Explain specifically why addition The extra funds are needed because	it success in high-dema ed, and the remaining in the PATH grant guideling the nal funds are neede the supply ling	and health professions probalance should be rediredes.  It in the receiving accorder was cut by \$6,000 this	ed to cover costs for instructional materials and lab supplies, ograms. The funds are no longer needed in the PATH grant line ducted to support classroom supply needs.  ount:  year, leaving less money to cover program costs. Moving these is and lab items they need. This is an allowable transfer under the
Required Signatures	Docusigned by:	10	
Requestor	The state of the s		0/1/2025
Requestor Cost Center Monager	SP98072841E945F Docusigned by:  Exatic Kullo 3F98072841E945F		0/1/2025
Cost Center Manager	SP98072841E945F DocuSigned by: Eatie Rullo		
Cost Center Monager Associate Dean (if Applicable)	SF98072841E945F Docusigned by: Latic Kullo SF98072841E945F  Signed by:	10	
Cost Center Manager Associate Dean (if Applicable) Dean (if Applicable)	SF98072841E945F Docusigned by: Latic Rullo SF98072841E945F	10	0/1/2025
Requestor Cost Center Manager Associate Dean (if Applicable) Dean (if Applicable) Associate Vice President Area Vice President	SP98072841E945F Docusigned by: Latic Kullo 3F98072841E945F  Signed by: Gry Brylau BD862670058489	1	0/1/2025 0/1/2025

Docusign Envelope ID: C18D7BC2-7C92	2-4EC5-8752-83C52B2CD6	6C8	
	Budget Transfe	er Form	
Dollar Amount	\$6345.00		
			Object Code Description
From what Budget Account	06 30905029	510300010	Adjunct Faculty
To what Budget Account	06 30905029	530900010	Other Contractual
Is this a Grant?	*If you are submittin	g a grant transfer,	the following statement must appear in the Rationale:
Yes ( X) No ( )		transfer under the	e (name of grant) guidelines"
Grant Accountant?	Elizabeth Zydron		Include Attachments: Yes [ ] No [X ]
Rationale:			
			r, and are available to be transferred: ncellation of the Hospitality cohort is a partial contributor to this
			turing/Industry programs than originally planned.
Explain specifically why addition	nal funds are needed in	the receiving acco	unt:
			ough ICA's. The transfer request is to pay for these instruction Non-Credit Workforce Grant guidelines.
costs. This is an allowa	able transfer und	der the LCCB	Non-Credit workforce Grant guidelines.
Required Signatures	*		
Requestor	Laura Fisher	9/2	4/2025
Cost Center Manager	Signed by: Gray Brojan	9/2	4/2025
_	BD6C52G7D058489		
Associate Dean (If Applicable)			
Dean (If Applicable)	Signed by:	9/2	26/2025
Associate Vice President	Paul Jensen	312	20/2023
Area Vice President	Susan Campos	9/2	27/2025
	57D8745E0BA8449		
	BUSINESS OFFICE		
Grant Accountant:	: Elydnon,	10/7/25	
Asst. Director of Finance	(50)		
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Exec. Director of Finance:	:		Entered by: B8378 73 10/9/25
Exec. Dir. of Bus. Operations:	U		
VP of Business Services:	:83°	10/8/25	

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grand (g) ( mily cold from the	Budget Transfer			
Dollar Amount	\$940			
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From what Budget Account	06 40405004	550300005	Travel-Out of State	
To what Budget Account	06 40405004	530900010	Other Contractual Services	
Is this a Grant? Yes $\begin{pmatrix} \chi \end{pmatrix}$ No $\begin{pmatrix} 1 \end{pmatrix}$	*If you are submitting "This is an allowable tr	a grant transfer, tl ansfer under the (	ne following statement must ap name of grant) guidelines"	pear in the Rationale:
Grant Accountant?	Gianna Colella		Include Attachments: Yes (	) No (X )
Rationale:  Explain why the budgeted funds  Money allocated for out-of-state trave  CNCS (AmeriCorps Seniors) grant gr	el is no longer needed since A	or this fiscal year, AmeriCorps canceled	and are available to be transfe its annual conference. This is an allo	rred: owable transfer under the
Explain specifically why addition  Money transferred to other contractu  (database training).				t for the RSVP staff
Required Signatures	—Signad by:	40/4	7/2025	
Requestor	Mario Porras	10/1	7/2025	
Cost Center Manager	Signed by:  Mario Porras	10/1	7/2025	
Associate Dean (if Applicable)	569E88296542457			
	— signed by:  Grap Budau	10/2	20/2025	
Dean (If Applicable)	Signed by:	10/2	21/2025	
Associate Vice President	Paul Jensen #15C000BBTB74DE	10/	04/0005	
	Susan Campos	107.	Z 1/ZUZO	
Area Vice President	87D6745E0BA6449		21/2025	

# TRITON COLLEGE, District 504 Board of Trustees

Meeting of November 18, 2025

ACTION EXHIBIT NO. 17295

SUBJECT: MORTON SALT, INC. VENDOR LIMIT APPROVAL

**RECOMMENDATION:** That the Board of Trustees authorize a vendor limit approval of \$40,920.00 for FY26 for Morton Salt, Inc..

RATIONALE: Morton Salt, Inc. was the awarded bidder for the State of IL Rock Salt Contract. Triton has committed to 500 Tons with a 20% Overage for a total of 600 Tons at \$68.20 per Ton for a Maximum Amount of \$40,920.00. Morton and the specific salt being purchased was publicly bid by the State of Illinois Central Management Services (CMS), meeting the State of Illinois public bidding requirements.

Cubmitted to Deard but	Sean Sullivan			
Submitted to Board by:	Sean O'Brien Sullivan,	Vice President of Busine	ss Services	
Board Officers' Signatures Required:				
Mark R. Steph Chairman	ens	Tracy Jennings Secretary	Date	

# TRITON COLLEGE, District 504 Board of Trustees

Meeting of November 18, 2025

ACTION EXHIBIT NO. 17296

SUBJECT: <u>US BANK PREPAID EXPENSE CARD PROGRAM</u>

RECOMMENDATION: That the Board of Trustees authorize the College Treasurer to enter into an agreement with U.S. Bank to implement a prepaid expense card program, effective November 19, 2025. The program will support pre-approved College business expenses, including but not limited to staff and student travel for activities such as athletic team road games, student field trips, and Troy Rides (in-district Lyft transportation). There is no implementation or maintenance cost to the College for this program.

RATIONALE: The College currently uses Commerce Bank for its prepaid expense card services; however, that system is supported by Bank of America, which is discontinuing the service. As a result, the College must transition to a new provider. The U.S. Bank prepaid card program offers a secure and efficient replacement, eliminating the need for cash advances or check disbursements for pre-approved College-related expenses. Cards will be issued and loaded by the Business Office with approved amounts and are restricted to authorized purchasing categories. The system allows real-time monitoring and includes appropriate controls to help prevent fraud and misuse. This solution aligns with current College financial policies and enhances operational oversight.

Mark R. Steph Chairman	ens Tracy Jennings Secretary	Date
Board Officers' Signatur	res Required:	
J	Sean O'Brien Sullivan, Vice President of Busine	ss Services
Submitted to Board by:	Sean Sullivan	
	Soan Sullivan	

Related forms requiring Board signature: Yes □ No ☒

# U.S. BANK EXPENSE PREPAID DEBIT CARD AGREEMENT (No Cash Access)

This U.S. Bank Expense Prepaid Debit Card Agreement (this "Agreement") is made between U.S. Bank National Association, a national banking association ("U.S. Bank") and Community College District 504, commonly known as Triton College, a public community college of Illinois (the "Client").

#### RECITALS

U.S. Bank is a member of National Associations and issues U.S. Bank-branded and National Association-branded debit cards, check cards, prepaid debit cards and other banking cards to cardholders; and

Client is an entity seeking to, and U.S. Bank is willing to, provide Client-owned college-related funds to designated recipients on a National Association-branded prepaid debit card.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

#### ARTICLE I. <u>DEFINITIONS</u>

For the purposes of this Agreement and except as otherwise specifically set forth in this Agreement, the following terms are defined as follows:

"Account" means a prepaid debit card account funded through periodic deposits made by Client through the Funding Card Account and accessible through the use of a prepaid debit card issued and serviced by U.S. Bank.

"Administrative Web Portal" means the proprietary and secure web-based prepaid administrative portal hosted by U.S. Bank and used by Client to enroll Cardholders, load Cards, manage Card inventory and view Program reports.

"ACH" means the Automated Clearing House direct deposit network.

"Account Representative(s)" means a person that the Client has authorized to transmit information to U.S. Bank or to whom Client has granted access to the Administrative Web Portal. Client may assign differing levels of authority for each Account Representative from a menu of options made available by the System. In all matters, the Account Representative is acting in an official capacity for Client, and not as an individual or a customer of U.S. Bank.

"Affiliate" means (i) with respect to Client, any person or entity that directly or indirectly Controls, is Controlled by, or is under common Control with Client, and (ii) with respect to U.S. Bank, any person or entity that directly or indirectly Controls, is Controlled by, or is under common Control with U.S. Bank, as of the date of this Agreement or any time thereafter.

"Business Day" means any day (other than a Saturday, Sunday or Federal legal holiday) on which national banks are permitted to be open in the United States.

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"Card" means a prepaid debit magnetic-striped or chip-enabled card product which operates off of a centralized funds pool with an individual account set up for participating Cardholders and which bears U.S. Bank Marks and Visa Service Marks, and includes the PDII Cards, provided, however, that to the extent there is conflict in terms with respect to PDII Cards, terms specifically referring to "PDII Cards" shall control over terms referring to "Cards").

"Cardholder" means a person who receives Disbursements from Client and who receives a Card, including a PDII Cardholder.

"Cardholder Data" means personally identifiable data about Cardholders, the plastic Card number, Card expiration date in combination with the plastic Card number, Cardholder name in combination with the plastic Card number, track data/magnetic stripe, verification numbers CVV2, CVC2, CID, and PIN Block.

"Client Marks" means Client's name, as well as any other trademark or service mark owned by Client.

"Control" means the possession, direct or indirect, of the power to vote 50% or more of the securities that have ordinary voting power for the election of directors of any entity, or to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or by contract or otherwise.

"Deposit Amount" means the initial dollar value to be loaded onto a PDII Cardholder's Account.

"Disbursement" means client-owned per diem and similar education or business expense funds deposited onto the Card by Client.

"Funding Card" means a virtual prepaid debit product which operates off of a centralized funds pool and through the Funding Card Account.

"Funding Card Account" means a prepaid debit card account funded through periodic deposits made with U.S. Bank by Client and accessible through the use of a (real or virtual) prepaid debit card issued and serviced by U.S. Bank. The Funding Card Account may be used by Client to make the periodic transfers to and debits from Accounts.

"National Associations" means Visa U.S.A., Inc., Visa International, Inc., and Plus System, Inc.

"PDII Card" means a non-personalized instant issue prepaid Card issued pursuant to the Program.

"PDII Cardholder" means a person who receives a PDII Card through the Program.

"Program" means the program between U.S. Bank and Client for the issuance of Cards to Cardholders, according to the terms of this Agreement. Key elements of the Program and essential responsibilities of the parties are included in Exhibit A to this Agreement.

"Program Launch" means the date mutually agreed to by the parties in writing that Client commences offering the Program to Cardholders.

"Requirements of Law" means with respect to any party hereto, any law, ordinance, statute, treaty, rule, judgment, regulation or other determination or finding of or agreement with any arbitrator, court or other governmental authority applicable to or binding upon such party or to which such party is subject, whether federal, state, county, local or otherwise.

"Subsidiary" means any corporation or other entity of which securities or other ownership interests having ordinary voting power for the election of a majority of the board of directors or other persons performing similar functions are owned by a party either directly or through one or more Subsidiaries.

"U.S. Bank Marks" means the names "US Bank" and "US Bancorp" and the US Bank and shield design, U.S. Trademark Registration No. 2,247,139, registered on May 25, 1999, which are owned by U.S. Bancorp or one or more of its Subsidiaries, as well as any other trademark or service marks owned by U.S. Bancorp that include the terms "US Bank" ("UBANK," "US," "U") or "US Bancorp," however these terms may be capitalized or punctuated.

"Visa Service Marks" means the mark "Visa", the Three Bands Design and all other service marks owned by Visa U.S.A. or Visa International, Inc.

Other terms defined in this Agreement will have the meanings set forth in the contexts of their use.

#### ARTICLE II. PROGRAM LAUNCH

- 2.1 <u>Prior to Program Launch</u>. To help the federal government of the United States of America fight the funding of terrorism and money laundering activities, federal law of the United States of America requires all financial institutions to obtain, verify and record information that identifies each person or entity that opens an account. Accordingly, prior to Program Launch, Client shall provide to U.S. Bank its legal entity name, street address, taxpayer identification number and other information that will allow U.S. Bank to identify Client prior to establishing an Account or the Funding Card Account. U.S. Bank reserves the right to require that Client promptly provide to U.S. Bank sufficient identification documents upon request in connection with U.S. Bank's compliance with Requirements of Law.
- 2.2 <u>Execution of Program Launch</u>. U.S. Bank and Client agree to work together in good faith and use their best efforts to facilitate the launch of the Program as established according to the terms of this Agreement, provided, however, that U.S. Bank shall in no event be liable for any additional costs or purported losses experienced by Client as a result of any delay in or postponement of the Program Launch.

#### ARTICLE III. USE OF MARKS AND LOGOS

Just of Client Marks. Client hereby grants to U.S. Bank a non-exclusive, non-transferable limited license to use any Client Marks in connection with the Program, which uses include placement of Client Marks on Cards issued pursuant to this Agreement in accordance with the operating regulations of the appropriate National Associations, and related applications, statements, advertising and promotional and public relations materials, and any other item reasonably necessary to the establishment, operation or advancement of the Program. If desired by U.S. Bank, subject to the prior written approval of Client, whose written approval will not be unreasonably withheld or delayed, U.S. Bank may use Client Marks for other promotional purposes in connection with the Program. U.S. Bank hereby accepts such license subject to the terms and conditions provided herein. This limited license will terminate upon termination of this Agreement; provided, that U.S. Bank will be afforded six (6) months following such termination to replace all documentation relating to the Program with documentation that does not bear Client Marks in connection with the orderly termination of the Program. U.S. Bank acknowledges that Client or its Affiliates are the owners of the Client Marks, and U.S. Bank agrees that it

Expense Card Agreement Page 3 of 23 Aug 2024 No Cash Option will have no right, title or interest in the Client Marks other than the license specifically granted in this Section 3.1, and U.S. Bank will do nothing inconsistent with this ownership.

- Jse of U.S. Bank Marks. U.S. Bank hereby grants to Client a non-exclusive non-transferable limited license to use the U.S. Bank Marks solely in connection with the Program. Client agrees that it has no right, title or interest in and will not use the U.S. Bank Marks without U.S. Bank's specific prior written consent, whose consent will not be unreasonably withheld or delayed if the proposed use thereof by Client is for advertisements or promotions in connection with the Program. U.S. Bank will be deemed to have approved the proposed use if U.S. Bank fails to disapprove Client's request in writing within fifteen (15) Business Days following the date when written request for approval was made to U.S. Bank by Client. Client hereby accepts such license subject to the terms and conditions provided herein. This limited license terminates upon termination of this Agreement. Client acknowledges that U.S. Bancorp, and/or one or more of its Subsidiaries, is the owner of U.S. Bank Marks, and Client agrees that it will not have any right, title or interest in the U.S. Bank Marks other than the license specifically granted in this Section 3.2, and Client will not do anything inconsistent with such ownership.
- 3.3 <u>Third Persons' Marks</u>. Client has no right, title or interest in and will not use Visa Service Marks without specific prior written consent of the owner of the mark.
- 3.4 Additional Mark Provisions. Without limitation of the foregoing, each party hereto may use the other party's name and marks (to the extent such use is permitted hereunder) only in the form and manner and with appropriate legends as prescribed from time to time by the proprietor of such name or mark, and except as otherwise set forth in this Agreement, will not use any other trademark or service mark in combination with such other party's name or mark without the prior written approval of the owner of such name or trademark. Each party will promptly notify the other party of any unauthorized use by others of such other party's name or mark, which may come to such other party's attention. Each party has the sole right and discretion to bring infringement or unfair competition proceedings involving its own name or mark.
- 3.5 <u>Trade Secrets</u>. The U.S. Bank Processing System (the "System") consists of computer programs, procedures, forms and other related materials that have been acquired or developed by U.S. Bank through the expenditure of a great amount of time, effort and money. Client acknowledges that the foregoing are trade secrets which are of great value to U.S. Bank, and disclosure to others of any of the programs, procedures, forms and other related materials with respect to the System will result in loss and irreparable damage to U.S. Bank. Client therefore agrees not to disclose to others any information regarding the System, except as required in the proper performance of this Agreement or as required by applicable law, rule or regulation. All specifications, tapes, programs and other related materials developed by U.S. Bank in connection with this Agreement will be the property of U.S. Bank and shall be destroyed in accordance with instructions provided by U.S. Bank or returned to U.S. Bank upon the termination of this Agreement, unless required by applicable law, rule or regulation.
- 3.6 <u>Injunctive Relief.</u> In addition, because unauthorized use of a party's name, trade secrets, or trademarks may cause immediate irreparable harm for which monetary damages may be inadequate, each party shall be entitled to equitable relief, including a temporary and permanent injunction of the unauthorized use of a party's name, trade secrets or trademarks.

ARTICLE IV. RESPONSIBILITIES OF U.S. BANK

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## 4.1 <u>Card Issuance</u>.

- (a) Beginning no later than the Program Launch, Client will begin to offer to recipients to whom it desires to provide certain funds the option of receiving a prepaid debit card as a means of accessing Client-owned per diem and similar business expense funds. U.S. Bank will make Cards available to recipients following receipt of Client requests for the issuance of a personalized Card and following U.S. Bank's review and processing in accordance with U.S. Bank's procedures and criteria. Such procedures and criteria will be in U.S. Bank's sole control and discretion. U.S. Bank will issue a Card to a recipient no later than two (2) Business Days following U.S. Bank's receipt of complete and accurate information from Client.
- (b) U.S. Bank may, in its sole discretion, undertake periodic reviews of Cardholders and their Accounts to manage risks associated with fraudulent card use and other Account activity which has the potential of exposing U.S. Bank to financial loss. U.S. Bank reserves the right to take any necessary actions to stop such activity on the Account. For any Account closed pursuant to this Section, subsequent transmission of load value will be rejected. U.S. Bank will notify Client in writing of any actions taken pursuant to this Section within ten (10) Business Days.
- (c) In the event Client chooses to offer PDII Cards, U.S. Bank shall provide Client with access to the Administrative Web Portal which will permit Client to enroll, register and load non-personalized PDII Cards on a near-instantaneous basis for distribution to Cardholders. Cardholders who receive such PDII Cards shall receive them from Client in a pre-activated status or ready-to-activate status with funds loaded by Client (for avoidance of doubt, such PDII Cards may be funded on a delayed basis in Client's discretion). U.S. Bank shall ensure each Card may continue to be used for such purpose until the expiration, the depletion of funds on the Card, or Client's deactivation of the Card. U.S. Bank shall record the issuance of each PDII Card and track that PDII Card's issuance, usage, fee collection and closure. PDII Card inventory will be distributed to Client, provided, however, that if Client rolls out the Program in multiple locations, then additional Card stock delivery charges may be assessed and shall be paid by Client. Client shall be responsible for the security and distribution of all PDII Cards that Client has received.
- (d) Upon the request of Client to U.S. Bank, U.S. Bank will issue to such Cardholder a personalized Card as a replacement for such Card. The Card being replaced will remain active until the Cardholder activates the replacement Card. The replacement Card (i) will access the same Account tied to the original Card, (ii) will be personalized with the name of the Cardholder and (iii) will be subject to the same terms and conditions as any other Card issued under this Agreement. Notwithstanding the foregoing, Client may, in its discretion, elect to offer only PDII Cards to Cardholders.

# 4.2 <u>Design and Manufacture of Cards</u>.

(a) U.S. Bank will purchase plastic stock and be responsible for ordering, embossing, encoding and delivering Cards to Client. U.S. Bank will provide a standard card design. Each Card will bear the U.S. Bank Marks and the marks of the appropriate National Associations.

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(b) Unless specifically stated otherwise in the price tables contained in the Exhibits to this Agreement, U.S. Bank will bear the expense of manufacturing non-custom Cards issued to Cardholders.

# 4.3 <u>Design of Statements and Card Carriers</u>.

- (a) U.S. Bank will produce Cards and Card carriers, subject to Requirements of Law and the regulations of applicable National Associations using a design created by U.S. Bank.
- (b) U.S. Bank will bear all costs and expenses for the design, printing and production of the Card carriers; provided that Client will bear any additional manufacturing, printing or operating expense incurred as result of redesign of the Card carriers requested by Client, unless both U.S. Bank and Client agree in writing that a redesign is necessary.
- (c) U.S. Bank is responsible for providing monthly Account statements to Cardholders containing information relating to transactions performed with their Cards. U.S. Bank will make such Account statements available to Cardholders in an electronic format via the Internet through U.S. Bank's proprietary prepaid cardholder web site. Client shall also have electronic access to all transactions and running balances on all cards and Cardholders will be able to sign up for email/texts alerts to track account activity.
- 4.4 <u>U.S. Bank Program Responsibilities</u>. U.S. Bank will have full responsibility and control over all policies, activities and decisions with respect to all Cards and Accounts, including all fees and charges, customer service, Card issuance and cancellation, debt collection, access to automated teller machines ("ATMs"), and issuance of personal identification numbers. U.S. Bank shall administer and be responsible for all operational aspects of the Program as set forth in Exhibit A and including Account set-up, Card plastic issuance, Account reconciliation, Cardholder telephone and internet inquiries, chargeback processing, Disbursement and transaction processing, interaction with the National Association's system, computer processing, and collections. U.S. Bank shall cause the Program to comply with all applicable Requirements of Law in all material respects, including compliance with applicable state escheatment laws. U.S. Bank is not responsible for any determination of the amount to be paid to any Cardholder with respect to such Cardholder's Disbursement amount.
- 4.5 <u>U.S. Bank Cardholder Service</u>. U.S. Bank will provide Client with access to a trained staff to assist Client with any Cardholder inquiries or complaints arising in connection with Cards or other aspects of the Program, all in accordance with U.S. Bank's established customer service procedures and Requirements of Law.

## ARTICLE V. RESPONSIBILITIES OF CLIENT

In addition to its other responsibilities set forth in this Agreement and Exhibit A, Client shall have the following responsibilities in furtherance of the Program:

5.1 <u>Enrollment of Recipients</u>. Client will ensure that all prospective cardholders and Cardholders are bona fide recipients of Client. Client understands that all prospective cardholders or Cardholders that do not, in U.S. Bank's sole discretion, pass the initial or ongoing verification and screening will be denied a Card. The denial of a Card to a recipient under any circumstances may not be a cause for termination of this Agreement by Client. Client understands that U.S. Bank must collect Expense Card Agreement

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identifying information and verify the identities of all prospective cardholders in order to comply with Requirements of Law. In addition, any prospective cardholder or Cardholder may be required to provide additional documentation to U.S. Bank under Requirements of Law. In the event U.S. Bank requires additional documentation from a prospective cardholder or Cardholder pursuant to Requirements of Law, U.S. Bank is required to restrict access to the card by virtue of those Requirements of Law.

- 5.2 <u>Program Material and Client Responsibilities</u>. Client will arrange for and coordinate the distribution of Cards to its recipients. Client will not distribute any program material unless such material has been reviewed and approved by U.S. Bank prior to distribution to its recipients. Client will inform all employees or students provided with a Card of the following obligations: (i) Cards are only used for per diem purposes, (ii) Cardholders understand that Account funds are Client-owned business funds, (iii) Cardholders understand Client's rights with respect to Cards (including Client's right to review Card activity and to initiate deposits and debits from Cards) and all Client-imposed policies and expectations related to usage of Cards.
- 5.3 Transmission of Load Values and Account Representatives. Client will transmit to U.S. Bank the amounts to be deposited via ACH into the Funding Card Account. Account Representatives will use a batch process or the Administrative Web Portal to fund individual cards. Such transmission will be made only by authorized Account Representatives. Client agrees to provide complete and accurate information to U.S. Bank. Account Representatives will be responsible for the initial transmission of load values and any changes to the amounts to be loaded into the Funding Card Account after the initial transmission of the determined amount for the Funding Card Account, as well as the correction of any errors in any other data or transmission made by the Client.
- 5.4 Compensation to U.S. Bank. U.S. Bank will charge Cardholders and Client according to the fee schedule set forth in Exhibit B to this Agreement. U.S. Bank reserves the right to change the Cardholder and Client fee schedule at any time in its sole discretion provided U.S. Bank gives thirty (30) days' prior written notice to Client before making any such change. As the Cards are to be loaded solely with Client-owned funds, Client acknowledges that it is solely responsible and liable for all transactions conducted by Cardholders with the Cards and Accounts, including all fees incurred by Cardholders in connection therewith.
- 5.5 <u>Training Responsibilities</u>. Client shall be responsible for identifying the appropriate Client locations that will enroll Cardholders and load the Cards. Client is solely responsible to sufficiently train Account Representatives in connection with the Program so that Account Representatives are able to properly operate the Program and answer questions regarding the Cards and the Program. U.S. Bank shall provide Client with initial training and a support number they may call for assistance regarding Program questions.
- 5.6 <u>PDII Cardholder Enrollment</u>. At the time of each Card enrollment, Client shall provide U.S. Bank with the Cardholder enrollment information set forth in Exhibit A. Data entry of Card ID numbers and information shall be made only by an Account Representative. Client shall be liable for errors in transmission made by all Client employees and Account Representatives. Client shall mainly engage in enrollment and registration of Cardholders that are physically present at a bona fide Client location at the time of enrollment unless otherwise agreed to in advance and in writing by U.S. Bank, however Cardholders may submit enrollment information remotely to Client as long as they physically

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pick up the Card at the Client's location. After completing enrollment, Client shall give the Cardholder the Card and all disclosure documents required by U.S. Bank.

- 5.7 PDII Card Security and Inventory Control. Client shall provide PDII Card stock security and inventory control in accordance with all requirements of the National Associations and U.S. Bank, as modified from time to time. U.S. Bank's current requirements are attached hereto as Exhibit C. Client shall bear all risk of loss and any associated liability for PDII Cards lost or stolen after Client has received such Cards. Client must permit U.S. Bank to monitor and/or audit Client's compliance with this Section 5.7 during regular business hours upon not less than 48 hours' notice to Client and shall provide U.S. Bank with copies of all applicable audits and test results obtained by Client regarding such compliance.
- 5.8 <u>Reliance on Instructions</u>. Client shall be responsible for monitoring the use of the System by its Account Representatives. U.S. Bank may, in good faith and without further inquiry, execute or act in reliance upon any instructions, directions, transmissions or other information received from any person using the identity, passwords or access credentials of an Account Representative and any action undertaken by U.S. Bank in reliance to same shall constitute good discharge by U.S. Bank of its obligations under this Agreement.

#### ARTICLE VI. CARD ACCOUNTS ATTRIBUTES AND FUNDING

- 6.1 <u>Funding Card Account</u>. The parties acknowledge and agree that all funds deposited in the Funding Card Account and Card Accounts are Client-owned deposits with U.S. Bank and are intended solely for the purpose of funding Cards. Upon termination of this Agreement, U.S. Bank shall refund to Client any funds in remaining in the Card Accounts, after the deduction of any remaining fees owed to U.S. Bank or any costs incurred by U.S. Bank, within three (3) business days.
- 6.2 <u>Funding of Accounts</u>. Client shall utilize a good funds method of settlement which requires Client to deposit a sufficient amount of immediately available funds in the Funding Card Account via transfer from another U.S. Bank depository account or via ACH transfer prior to registering or loading any Card. Client will fund loads to Cards via a batch process or the Administrative Web Portal. The Administrative Web Portal will also allow Client to monitor Card activity and to initiate card-to-card transfers from Card Accounts back to the Funding Card Account. Use of the Administrative Web Portal shall be restricted to Account Representatives. Client acknowledges and agrees that the Funding Card and the Funding Card Account are subject to the terms of this Agreement.
- 6.3 <u>Load Reversals</u>. Client may use the Administrative Web Portal to monitor Card activity and to initiate Card-to-Card transfers from Card Accounts and to the Funding Card Account. Client may also reverse any Deposit Amount loaded onto a Card, provided sufficient funds are still available on said Card. Client will be responsible for all applicable Deposit Amounts, including those made by Client in error. U.S. Bank will not be obliged to assist Client in any collection efforts with respect to any Deposit Amount or Card load for which reversals cannot be completed.
- 6.4 <u>Liability for Transactions and Overdrafts</u>. Client shall be liable for all transactions and usage of the Funding Card and the Cards, including all transactions and usage due to negligence, willful misconduct and fraud (excluding however, any negligence, willful misconduct or fraud on the part of U.S. Bank or its agents). Without limiting the generality of the foregoing, to the extent any Account is overdrawn, Client authorizes U.S. Bank to, without notice, offset such amount against the Funding Card Account, other depository accounts owned by Client at U.S. Bank and the other Accounts (provided that, Expense Card Agreement

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U.S. Bank shall endeavor to offset such amounts against the other Accounts only to the extent sufficient funds are not available in the Funding Card Account and the other depository accounts owned by Client at U.S. Bank). Client will, in a timely manner, refer to U.S. Bank any and all inquiries regarding any aspect of a Card or Account, and any other inquiries regarding any other aspect of U.S. Bank's prepaid debit card operations.

- ACH Transfers. Client warrants to U.S. Bank that it will not use a Card Account, or make any ACH transfer with respect thereto, for any purpose that is knowingly not lawful or is not expressly permitted by the terms of this Agreement. Client will, with respect to all ACH transfers, comply with and be bound by the rules and regulations that govern the applicable funds transfer systems, such as ACH Rules, as published by the National Automated Clearinghouse Association ("NACHA"). Client also acknowledges that U.S. Bank must make certain warranties under the ACH Rules with respect to ACH transfers initiated by Client and Client will, therefore, reimburse U.S. Bank for any losses that U.S. Bank incurs, including attorneys' fees and legal expenses, as the result of any breach of warranty made by U.S. Bank in connection with an ACH transfer initiated by Client.
- FDIC Record Keeping Requirements: In order to facilitate the offering of deposit 6.6 insurance to Cardholders, Client agrees to fully cooperate in arranging to retain and sharing of Cardholder information with U.S. Bank in a manner consistent with its FDIC-mandated record-keeping obligations, including those required by 12 C.F.R. § 370, which mandate that Client be able to provide the required information in the required format ("FDIC Information") to the FDIC within 24 hours of the failure of U.S. Bank. The FDIC Information that is compatible with U.S. Bank's information technology systems are outlined in the Deposit Broker's Processing Guide ("Guide") published by the FDIC, including alternative recordkeeping requirements in Section VII of the Guide, which describes the process to follow and the FDIC Information Client will need to provide in the event U.S. Bank fails. That information can be accessed on the FDIC's website at https://www.fdic.gov/deposit/deposits/brokers/. Client acknowledges that, following the appointment of the FDIC as receiver of U.S. Bank, the FDIC may place a hold on Cardholder's Accounts and that Client and Cardholders may not have access to deposits in the deposit account until Client delivers the FDIC Information. Upon request, U.S. Bank will provide Client with the opportunity to validate its capability to deliver the FDIC Information so that a timely calculation of deposit insurance coverage can be made.

ARTICLE VII. EXCLUSIVITY

Reserved.

## ARTICLE VIII. INDEMNIFICATION

8.1 Indemnification Obligations. From and after the date of this Agreement, each party (the "Indemnifying Party") shall indemnify, defend and hold the other party (the "Indemnified Party"), all its corporate parents, subsidiaries and Affiliates and all of its and their employees, subcontractors, agents, officers, trustees, directors and shareholders harmless against: (a) any and all out-of-pocket expenses or losses, liabilities, damages, costs or other direct expenses or claims or counterclaims of third persons or entities directly related or attributable to (i) the Indemnifying Party's or its agent's or employee's violation (or act causing the other party to be in violation) of any Requirements of Law, or such parties' willful misconduct, (ii) the Indemnifying Party's breach of any covenant or warranty made by the Indemnifying Party in this Agreement, (iii) any material misrepresentation of Indemnifying Party in this Agreement or any material misrepresentation in or omission from any document, certificate or Expense Card Agreement

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information furnished or to be furnished by Indemnifying Party under this Agreement, and (iv) any products or services offered, provided, manufactured, marketed, distributed, advertised, promoted or issued by or on behalf of Indemnifying Party (including the Client Cards) or based upon use of the licensed marks by or on behalf of Indemnifying Party; (b) any losses due to any fraudulent activity on the part of any employee or agent of Indemnifying Party; (c) any claims brought by any Indemnified Party's customer, Cardholder, recipient or other third party based upon Indemnifying Party's failure to make any payment to such customer, Cardholder, recipient or other third party; and (d) any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses, and any reasonable attorneys' fees, consultant's fees or court costs incident to any of the foregoing, except for any loss due to the gross negligence or willful misconduct of the Indemnified Party or its agents or employees.

8.2 Indemnification Procedures. The Indemnified Party will notify the Indemnifying Party in a reasonably prompt manner of any claim that is asserted and each action or suit that is filed or served (any of the foregoing being a "Claim") for which the Indemnified Party is seeking indemnification pursuant to this Article VIII. The Indemnifying Party may thereafter assume control of such Claim, provided, that the Indemnified Party will have the right to participate in the defense or settlement of such Claim. Neither the Indemnifying Party nor the Indemnified Party may settle such Claim or consent to any judgment with respect thereto without the consent of the other party hereto (which consent may not be unreasonably withheld or delayed). The Indemnified Party will provide the Indemnifying Party with a reasonable amount of assistance in connection with defending or settling any such Claim.

## ARTICLE IX. REPRESENTATIONS AND WARRANTIES

- 9.1. <u>Obligations</u>. As of the date of this Agreement, each of U.S. Bank and Client represent and warrant to each other as follows as to itself:
  - (a) It has full right, power and authority to enter into and perform this Agreement in accordance with all of the terms and provisions hereof, and that the execution and delivery of this Agreement has been duly authorized, and the individuals signing this Agreement on behalf of it are duly authorized to execute this Agreement in the capacity of his or her office, and not personally, and to obligate and bind it, and/or its Subsidiaries and Affiliates, in the manner described;
  - (b) The execution and performance of this Agreement will not violate the organizational documents or bylaws or any material contract or other instrument, Requirement of Law or order to which it has been named a party or by which it is bound;
  - (c) The execution and performance of this Agreement does not require the approval or consent of any other person or government agency;
  - (d) There are no known material actions, suits or proceedings pending or threatened against it or its Affiliates or Subsidiaries which would adversely affect its ability to perform this Agreement; and
  - (e) It or one of its Subsidiaries or Affiliates owns all right, title and interest in its marks and it or one of its Subsidiaries or Affiliates has all necessary authority to permit use of its marks as contemplated by this Agreement.

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- 9.2 <u>Legal Compliance</u>. Each party is now in compliance and will remain in compliance at all times with all Requirements of Law applicable to its activities under this Agreement (including such laws and regulations brought to one party's attention by the other). Each party understands and agrees that it shall be responsible for its own compliance with applicable law and the costs associated therewith. Client has the sole responsibility to determine if the intended use of the Program, to include Client's selection of system options and programming to dispense funds or payments, is an appropriate way to dispense such funds, and to determine if there exists any applicable federal, state, or local law, regulation, rule, or ordinance that prohibits or otherwise controls the disbursement of such funds using a prepaid or stored value card.
- 9.3 <u>Disclaimer</u>. EXCEPT AS EXPRESSLY PROVIDED HEREIN, U.S. BANK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## ARTICLE X. CONFIDENTIALITY

- 10.1 <u>Confidential Information</u>. In performing its obligations pursuant to this Agreement, each party may have access to or receive disclosure of certain confidential information about or proprietary material of the other party, including, but not limited to: such party's marketing philosophy and objectives, trade secrets, promotions, financial results, technological developments, customer names and addresses and other customer identification information, or prepaid debit card account numbers or account information and other similar confidential and/or proprietary information and materials (hereinafter "Confidential Information"). All Program specifications, materials, plans and other Program attributes developed or utilized by U.S. Bank in connection with the Program and related services, and all related software and other documentation, are and will remain the proprietary property of U.S. Bank, and will constitute Confidential Information belonging to U.S. Bank. Without limitation, Cardholder Data, the names, addresses, telephone numbers and other Cardholder identification, Account information, Cardholder Account numbers, and the information provided to Client pursuant to this Agreement, are Confidential Information belonging to U.S. Bank.
- 10.2 Exclusions. Except for Cardholder Data (as defined below), the term Confidential Information does not include (i) information which is now in or hereafter enters the public domain (and is not subject to a confidentiality agreement with the entity obtaining the same) through no action on the part of either party in violation of the terms of this Agreement, (ii) information that is independently developed by or for a party, (iii) information that is received from a third party (subject to such third party not having violated the terms of any confidentiality agreement), (iv) information that is subject to disclosure pursuant to a Freedom of Information Act request or the Open Meetings Act; or (v) information that was already in the possession of the receiving party and not obtained in violation of any confidentiality agreement.
- 10.3 <u>Confidentiality Obligation</u>. Each party shall at all times maintain, and cause its agents, employees, corporate parents, Subsidiaries and Affiliates to maintain the confidentiality of all Confidential Information belonging to the other party. Neither party shall sell or otherwise convey any of such Confidential Information to any third person and shall exercise all necessary precautions to prevent access to such Confidential Information by any third person other than agents, officers or employees who have a need to know or who must access such Confidential Information in order for such party to fulfill its obligations hereunder. Each party shall inform those agents and employees, officers and employees of its Subsidiaries and Affiliates of the confidentiality obligations hereunder and Expense Card Agreement

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Expense Card Agreement Page 11 of 23 Aug 2024 No Cash Option require their compliance with such obligations. Each party shall not use such Confidential Information for any purpose whatsoever other than those specifically contemplated herein.

## 10.4 Reserved.

- 10.5 Additional Confidentiality Obligations. During the term of this Agreement and thereafter, Confidential Information is to be used solely in connection with satisfying their obligations pursuant to this Agreement, and shall be held in confidence. Neither party will disclose such Confidential Information to any third party, without the written consent of the other party, except that either party may disclose Confidential Information during the course of any independent or regulatory audit in which information disclosed remains non-public or as it required to comply with applicable law, rule or regulation. The parties may mark documents containing Confidential Information with applicable language or stamps, such as "Confidential" or "Proprietary". All Confidential Information furnished by the parties to each other in connection with this Agreement is the exclusive property of the furnishing party, and, at the request of that party or upon termination of this Agreement, the other party shall promptly return to the furnishing party all such information without copying such information unless document retention is required by applicable law, rule or regulation. Without the prior written consent of the other party, neither party will disclose, furnish, or use Confidential Information in any way whatsoever not specifically contemplated hereunder unless such disclosure is required by applicable law, rule or regulation. Each party shall take measures to prevent its agents, employees and subcontractors from using, any Confidential Information to which it becomes privy.
- 10.6 <u>Compelled Disclosure</u>. Each party may disclose Confidential Information to any regulatory authority having jurisdiction over it without prior notification to the other party or as may be required to comply with applicable law, rule or regulation. Notwithstanding anything to the contrary in this Agreement, if any party is compelled by applicable law, in the written opinion of counsel, to disclose any portion of the other party's Confidential Information, the party so compelled may comply with such law, provided, that such party timely notifies the proprietor of the Confidential Information.

### 10.7 Data Security Policy and Procedures.

- (a) Both parties shall establish data security policies and procedures to ensure compliance with this section and that are designed to (a) ensure the security and confidentiality of Cardholder Data; (b) protect against any anticipated threats or hazards to the security or integrity of Cardholder Data; and (c) protect against unauthorized access to or uses of Cardholder Data. In the event a party becomes aware of any unauthorized access to any sensitive Cardholder Data, such party shall take appropriate actions to address such unauthorized access, including but not limited to promptly notifying the other party of any such incident.
- (b) Each party shall at all times comply with all applicable Payment Card Industry Data Security Standard Requirements ("PCI Data Security Standard Requirements") for Cardholder Data, as they may be amended from time to time. The current PCI Data Security Standard Requirements are available from National Association.
- (c) Cardholder Data may only be used for enrollment or as required by Requirements of Law. Each party shall maintain appropriate business continuity procedures and systems to ensure availability and security of Cardholder Data in the event of a disruption, disaster or failure of such party's primary data processing systems.

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- (d) If there is a breach or intrusion of, or otherwise unauthorized access to, Cardholder Data, the party that first becomes aware of such incident shall immediately notify the other party, in the manner required by the PCI Data Security Standard Requirements, and provide the National Association and its respective designees access to such party's facilities and all pertinent records to conduct an audit of such party's compliance with the PCI Data Security Standard Requirements. Such party shall fully cooperate with any audits of its facilities and records provided for in this paragraph.
- (e) The parties' compliance with the PCI Data Security Standard Requirements expressly survives termination or expiration of this Agreement. Violations of the PCI Data Security Standard Requirements may result in fines. Each party shall indemnify, defend and hold the other party harmless from any fines resulting from the indemnifying party's violation of the PCI Data Security Standard Requirements. Destruction of Cardholder Data must be completed in accordance with the confidentiality provisions of this Agreement.
- 10.8 <u>Monitoring</u>. Client must permit U.S. Bank to monitor and/or audit Client's compliance with this Section during regular business hours upon not less than 48 hours' notice to Client and provide U.S. Bank with copies of all audits and system test results obtained by Client in relation to its data security policies and procedures designed to meet the requirements set forth in this Article X.

## ARTICLE XI. TERM AND TERMINATION

11.1 <u>Term</u>. The term of this Agreement is three (3) years from the Program Launch date (the "Initial Term"). Unless either party gives the other party sixty (60) days written notice prior to the end of the Initial Term, the term of the Program will be automatically extended for successive one (1) year periods (each, a "Renewal Term"). During any Term, either party may elect to terminate the Agreement by giving written notice at least sixty (60) days written notice of the intent to terminate the Agreement. Notwithstanding the termination of this Agreement, the terms and conditions of all agreements between U.S. Bank and Cardholders will remain in effect until such time as all Cards are voided or expired.

### 11.2 Reserved.

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Termination for Material Breach. Either party, if in compliance with its obligations under this Agreement or excused from compliance hereunder, may terminate this Agreement if the other party is in default under this Agreement and such default is deemed material by the non-defaulting party in its reasonable judgment. In the event either party wishes to terminate this Agreement for the reasons specified in this Section 11.3, such party ("Sending Party") shall give written notice ("Remedy Notice") to the other party ("Other Party"). The Remedy Notice must specifically state the reason or reasons why the Sending Party believes the Other Party is in material default under this Agreement and wishes to terminate this Agreement, and must request such Other Party to specify the act or acts which it will accomplish to cure the cited material defaults. The Other Party will have a period of forty-five (45) days from its receipt of the Remedy Notice to cure the cited material default, or if such material default cannot be cured in such forty-five (45) day period, specify to the Sending Party the act or acts which such Other Party will accomplish in order to cure the cited material default. In the event the default is not cured by the end of such forty-five (45) day period and the Sending Party does not at the end of such forty-five (45) day period approve the acts, if any, proposed by the Other Party as curing the cited material default, which approval will not be unreasonably withheld, the Sending Party may **Expense Card Agreement** Page 13 of 23 Aug 2024

then immediately terminate this Agreement by giving the Other Party another written notice ("Termination Notice") stating that this Agreement is terminated under the provisions of this Section 11.3. In such event, termination shall be effective upon receipt of the Termination Notice in accordance with Section 14.7.

- 11.4 <u>Termination for Insolvency; Unique Services</u>. This is an agreement for certain unique services. Either party, if in compliance with its obligations under this Agreement or excused from compliance hereunder, may terminate this Agreement immediately in the event of the other party's (a) insolvency, receivership, or voluntary or involuntary bankruptcy or institution of proceedings therefore; (b) assignment for the benefit of creditors a substantial part of that party's property; or (c) a substantial part of the other party's property becoming subject to any levy seizure, assignment, or sale for or by any creditor or governmental agency without being released or satisfied within thirty (30) days thereafter.
- 11.5 <u>Termination by Reason of Regulation</u>. Either party may terminate this Agreement or curtail or restrict its operations hereunder at any time with fifteen (15) days written notice to the other without liability, except for liabilities accrued prior to the termination, upon the issuance of any order, rule or regulation by any regulatory agency, National Association, or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on the notifying Party prohibiting any or all of the services contemplated in this Agreement, or if such order, rule or regulation restricts the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or will be unduly restrictive to the business of the notifying Party or will require burdensome capital contributions or expenditures.
- 11.6 <u>Termination for Risk</u>. U.S. Bank may terminate this Agreement or curtail or restrict its operations hereunder (including, without limitation, ceasing the Program in particular jurisdictions) at any time with thirty (30) days' written notice to Client without liability, except for liabilities accrued prior to the termination, upon U.S. Bank's determination, in its sole and complete discretion, that Client's activities relating to the Program may subject U.S. Bank and/or Client to legal, regulatory and/or reputational risk.

## 11.7 Reserved.

### ARTICLE XII. POST-TERMINATION PROVISIONS

- 12.1 <u>Account Ownership</u>. Upon termination of this Agreement, U.S. Bank retains all right, title and interest in the Funding Card Account, the Funding Card and all Accounts and Cards and in all Cardholder names, addresses, telephone numbers and other Cardholder and Account identifying information. U.S. Bank will have no obligation to assign new account numbers to replacement Cards.
- 12.2 <u>Wind-down of Operations</u>. Following termination of this Agreement, U.S. Bank will not accept requests to issue a Card and will not reload existing Accounts with Disbursements. Following termination of this Agreement, Client will promptly instruct Cardholders to destroy their respective Cards.

## ARTICLE XIII. DAMAGES AND LIMITATION OF LIABILITY

13.1 <u>Damages</u>. In the event that any party defaults in any of its obligations under this Agreement, in addition to any other remedies provided pursuant to this Agreement or applicable law, Expense Card Agreement Page 14 of 23 Aug 2024 No Cash Option

including termination, the non-breaching party shall be entitled to recover from the breaching party the actual damages which the non-breaching party may incur on account of such breach, including reasonable attorneys' fees and expenses, court costs and the fees and expenses of consultants incurred in connection with any judicial proceedings relating to such breach. It is understood and agreed that money damages would not be a sufficient remedy for any breach of Article X of this Agreement by any party or by any other person or entity receiving Confidential Information pursuant to Article X and that the party whose Confidential Information is disclosed or used in violation of this Agreement shall be entitled to claim injunctive or equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, but shall be in addition to all other remedies available to such party at law or equity.

13.2 <u>Limitation of Liability</u>. NEITHER PARTY MAY ASSERT A CLAIM AGAINST THE OTHER PARTY TWO YEARS FROM THE DATE THE CLAIMING PARTY HAS OR SHOULD HAVE ACTUAL KNOWLEDGE OF THE FACTS GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, ADDITIONAL, OR PUNITIVE DAMAGES OF THE OTHER PARTY OR ANY OTHER PERSON ARISING OUT OF PERFORMANCE OR NONPERFORMANCE UNDER, OR OTHERWISE ARISING IN CONNECTION WITH, THIS AGREEMENT OR ITS INDEMNIFICATION PROVISIONS.

## ARTICLE XIV. ADDITIONAL PROVISIONS

- 14.1 <u>Relationship of the Parties</u>. In performing their responsibilities pursuant to this Agreement, the parties are in the position of independent contractors. U.S. Bank has no relationship to Client other than as set forth in this Section 14.1 and this Agreement. Client has no right to bind or obligate U.S. Bank in any manner. U.S. Bank has no right to bind or obligate Client in any manner. Nothing in this Agreement is intended to create, nor should anything herein be construed as creating, a partnership, joint venture or agency relationship between U.S. Bank and Client.
- 14.2 <u>Use of Third Party Service Providers</u>. U.S. Bank may use any subcontractor or vendor to perform its obligations under this Agreement, but such use may not result in the direct control of Program administration residing outside U.S. Bank. U.S. Bank will provide written notice to Client of any change in a subcontractor or vendor that has a material impact on Client's obligations and responsibilities under this Agreement.
- 14.3 <u>Assignment</u>. Neither party may assign or delegate any of its rights or obligations under this Agreement without the other party's prior written consent, except that U.S. Bank may assign or delegate this Agreement and any of its rights or obligations hereunder to any Affiliate, Subsidiary, corporate parent, successor by merger, or successor-in-interest which has the authority to operate the Program in the manner operated by U.S. Bank under this Agreement without prior notice to or consent of Client.
- 14.4 <u>Successor and Assigns</u>. This Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns, subject to the terms of Section 14.3 above.
- 14.5 <u>Survival of Obligations, Rights and Remedies</u>. The obligations and remedies of the parties set forth in Articles III, VII, VIII, X, XII, XIII, and XIV of this Agreement survive termination of this Agreement.

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- 14.6 <u>Governing Law and Forum</u>. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois, without giving effect to conflict of laws principles thereof. Any action brought to enforce any rights under this Agreement shall be brought in federal or state court in Cook County, Illinois. Each party waives any claim that a legal proceeding brought in accordance with this Section 14.6 has been brought in an inconvenient forum or that venue of that proceeding is improper.
- 14.7 <u>Notices</u>. Any notice required or permitted by this Agreement to be given to either party by the other, will be deemed served, given and received when personally delivered to such party, or in lieu of such personal service, when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by commercial courier, prepaid, and received, or upon expiration of three (3) days from the date of mailing or sending, whichever is earlier, addressed to the recipient at the address shown below for the party to whom such notice is given, or addressed to any other person or address of which the party to receive such notice has notified the other party, pursuant to the provisions of this Section 14.7:

If to Client:

Triton College BUSINESS SERVICE 2000 5TH AVE River Grove, Illinois 60171

Attn: Jim Reynolds

If to U.S. Bank:

U.S. Bank National Association 200 South 6<sup>th</sup> Street, EP-MN-L26M Minneapolis, MN 55402

Attn: SVP – Prepaid Debit Products

Copy to:

U.S. Bancorp Corporate Counsel 800 Nicollet Mall, BC-MN-H21N Minneapolis, MN 55402 Attn: CPTS Prepaid Counsel

- 14.8 <u>No Implied Waiver</u>. No failure by either party to insist upon strict performance of any term or obligation set forth in this Agreement or to exercise any right or remedy under this Agreement, nor acceptance of full or partial performance during continuance of a default, will constitute a waiver of any such term, obligation, right or remedy, or a waiver of any such default, by the party entitled to rely upon such term or performance of such obligation, to assert such right or remedy, or to act upon such default.
- 14.9 <u>Severability</u>. Should any provision of this Agreement contravene any law, or valid regulation or rule of any regulatory agency or self-regulatory body having jurisdiction over either party hereto (including National Association rules) or should any provision of this Agreement otherwise be held invalid or unenforceable by a court or other body of competent jurisdiction, then each such provision will be automatically terminated and performance thereof by both parties waived, and all other provisions of this Agreement will nevertheless remain in full force and effect.
- 14.10 <u>Amendments</u>. Except as specifically provided elsewhere in this Agreement, no amendment to this Agreement will be effective or bind any party unless set forth in writing and signed by the duly authorized representatives of the parties.

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- 14.11 <u>Compliance with National Association Rules</u>. In connection with their performance hereunder, U.S. Bank and Client will comply with applicable rules and regulations of the appropriate National Association as in effect from time to time. To the extent any provision of this Agreement conflicts with such regulations at any time, this Agreement will be deemed amended to conform to such regulations.
- 14.12 <u>Incorporation by Reference</u>. Each Exhibit referred to herein is hereby expressly incorporated herein in its entirety and made a part of this Agreement. All defined terms under this Agreement will have the same meaning in the Exhibits.
- 14.13 <u>Construction</u>. If and when the context of this Agreement requires, all words used in the singular shall be construed to have been used in the plural, and vice versa, and a reference to a particular gender shall be deemed to include any other gender. All references herein to a party shall mean a party to this Agreement unless the context indicates otherwise. Unless the context of this Agreement clearly requires otherwise "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation." The order of the provisions and the section headings are intended only to assist in the organization of this Agreement and do not in any way limit or otherwise define the rights and liabilities of the parties.
- 14.14 Excusable Delays and Force Majeure. Any delay hereunder will be excused to the extent approved in writing by the parties. Any delay in the performance by either party hereto of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such party, including any act of God; any fire, flood or weather condition; any earthquake; any act of a public enemy, war, insurrection, riot, or explosion; provided, however, that written notice thereof must be given by such party to the other party within thirty (30) days after the occurrence of such cause or event.
- 14.15 <u>Immaterial Breach</u>. From time to time, one party to this Agreement may determine that the other party is in breach of the Agreement, but that such breach is immaterial. In such case, the party making such determination may, at its option, notify the "breaching" party in writing of the occurrence and nature of such breach. In such case, the parties will work together in a good faith effort to resolve any issues relating to the alleged immaterial breach.
- 14.16 <u>Attorneys' Fees</u>. If any litigation proceeding arises between the parties regarding rights or obligations under this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, expert witness fees, consultant's fees and court costs incurred in connection with such litigation or proceeding.
- 14.17 <u>Entire Agreement</u>. Each party hereto has read this Agreement, understands it and agrees to be bound by its terms and conditions. This Agreement supersedes all prior verbal or written agreements between the parties and now constitutes the complete and exclusive statement of the terms and conditions between the parties covering the performance hereof.
- 14.18 <u>Use of Client Name in Promotional Materials</u>. Client agrees that in U.S. Bank's promotional materials for programs substantially similar to the Program, U.S. Bank may refer to Client as a party with whom U.S. Bank contracts for issuance of prepaid debit cards.

- 14.19 <u>No Presumption</u>. This Agreement must be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. In the event any claim is made by any party hereto relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party or its counsel.
- 14.20 <u>Escalation Procedure</u>. In the event that a dispute arises, the party raising the issue will promptly notify the other party in writing. The parties will then meet in good faith to resolve the issue. If the parties are unable to resolve the issue within five (5) Business Days or other agreed upon timeframe, the parties will each escalate the issue to their respective senior management for resolution.
- 14.21 <u>No Third Party Beneficiaries</u>. Nothing in this Agreement will confer any right, remedy, or obligation upon anyone other than Client and U.S. Bank.
- 14.22 <u>WAIVER OF JURY TRIAL</u>. TO THE EXTENT PERMITTED BY LAW, CLIENT AND U.S. BANK HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THE AGREEMENT. CLIENT AND U.S. BANK EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.
- 14.23 <u>Counterparts</u>. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each party may rely upon the faxed signature of the other party.

IN WITNESS WHEREOF, the parties have executed the Agreement effective as of the date fully executed by both parties, in their official capacities only, as noted below.

U.S. BANK NATIONAL ASSOCIATION

Ву:	
Name:	
Title:	
Date:	
TRITON COLLEGE	
By:	

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Name: _	Sean Sullivan
Title:	Vice President of Business Services
Date:	

# Exhibit A Program Description

### **Key Elements**

The Program will have the following key elements:

- The Cards will be National Association-branded, following all National Association "Prepaid Debit Card" regulations and program guidelines
- Single source reloadable Program
  - No consumer or direct reloads will be permitted
  - No card-to-bank or card-to-card transfers permitted
- MCC based purchase restriction blocks will be in place for illegal transactions and gambling.
- The Cards shall not have ATM access
- The Cards will have point-of-sale access through the National Association network
- Cards will be of standard design and only carry U.S. Bank's name and/or trademarks
  - Cards may carry Client's name and/or trademarks for an additional fee
- Cards will expire after 5 years
- Cardholder text and email alerts are available
- The Card Account may not be transferred to another Cardholder once registered to an individual.

## **U.S. Bank Operational Responsibilities**

U.S. Bank shall be specifically responsible for the following:

- Making Cardholder transactions and account statements available to Cardholders via the Internet through its proprietary prepaid cardholder web site
- 24/7 Voice Response Unit access to Cardholders will be available via a dedicated toll-free telephone number.
  - Voice Response Unit features include lost/stolen account reporting, remaining account balance, last load amount, and recent transaction history
- Live customer service agents will be made available 24 hours per day, 7 days per week to assist Cardholders via a toll-free telephone number
- Providing initial training (train the trainer) of designated Account Representatives.
- Providing Card stock and all packaging needed to support the delivery of Cards to the Cardholders at the agreed-upon cost
- Providing access to the Administrative Web Portal for use by Account Representatives in the administration of the Program
- Providing access to standard reports through the Administrative Web Portal
  - Card Activity Detail
  - Card Status
  - Funding Reject Report
  - Card Activation
  - Account Reconciliation
  - Monthly Program Metrics
- Setting up Accounts, processing chargebacks in accordance with the rules of the National Associations, and providing all related Card processing and account maintenance
- Managing Card account settlement with respect to the loading of value to Cards and the processing and settlement of Card transactions through the National Associations

 Designate and identify to Client a program manager for the Program who shall be the primary point of contact for Client with respect to the Program

## **Client Operational Responsibilities**

Client shall be specifically responsible for the following:

- Opening new Card Accounts via batch enrollment process or Administrative Web Portal
- Transmit accurate load values to U.S. Bank using a batch enrollment process or the Administrative Web Portal
- Actively promoting the Program and distributing, when applicable, Cards to Cardholders
- Assist in the initial and ongoing training of Account Representatives
- Manage Card inventory using the Administrative Web Portal and following the procedures established by U.S. Bank
- Follow all Card security requirements described in Exhibit C for PDII Cards and store PDII Card stock in a secure environment accessible only to Account Representatives
- Enroll Cardholders in the Program and, if applicable, reload Cards using the Administrative Web Portal or a batch process following the procedures established by U.S. Bank
- Present all enrollment and disclosure materials to the Cardholder in the precise manner and fashion prescribed by U.S. Bank
- Provide all Cardholder information required for initial enrollment in the Program.
  - Currently (but subject to change) the Cardholder information required for initial enrollment in the Program is: First Name, Last Name, Full Physical Address and Date of Birth.
  - For PDII Cards, the Deposit Account / Card ID number located on the front of the Card packet is also required.
- Designate and identify to U.S. Bank a program manager for the Program who shall be the primary point of contact for U.S. Bank with respect to the Program.

# Exhibit B Program Pricing Schedule

# **Expense Card with No Cash Access**

All fees	Amount	Details	
Using your card outside the U.S.			
International Transaction	3%	This is our fee which applies when you use your card for purchases at foreign merchants and is percentage of the transaction dollar amount, after any currency conversion. Some transactions, even if you and/or the merchant are located in the United States, are considered foreign transactions under the applicable network rules, and we do not control how these merchants an transactions are classified for this purpose.	
Other			
Inactivity	\$3.00	This is our fee charged each mo for 365 consecutive days.	onth after you have not completed a transaction using your card
		Transaction Limit	s
For security reasons, there are limitations on the number and amount of transactions that you may perform with your U.S. Bank card. Daily limits are based on a rolling 24 hour period. There may be additional limits on the amount, number or types of transactions you can make using your Card and for security reasons we do not disclose these limits. Limits are subject to change from time to time. You will receive prior notice of such changes to the extent required by applicable law.			nber or types of transactions you can make using your Card and
Maximum card balance at any time			\$15,000
Maximum daily debits 20 transactions and \$7,500 per day		20 transactions and \$7,500 per day	
Purchases at the Point of Sale	Purchases at the Point of Sale 20 transactions and \$5,050 per day		20 transactions and \$5,050 per day
Maximum daily credits			10 transactions and \$10,000 per day
Returns and Refunds			May not exceed 4 transactions per day

# EXHIBIT C CARD SECURITY REQUIREMENTS

These Card Security Requirements are based on policies and guidelines developed by the National Associations and industry best practices. These requirements are to be implemented by Client at all locations that store and distribute PDII Cards whenever Client has PDII Card stock on hand at its locations or under its control.

## **Card Stock Ordering**

PDII Card stock orders will be placed as bulk orders to the card manufacturer by U.S. Bank. The fulfilled Card stock orders will be shipped to the designated Client locations by the card manufacturer by an approved carrier. Shipments will be traceable. PDII Card stock orders must be signed for upon arrival. If intermediate stops are made during the shipment, the shipment must remain secure and inaccessible to unauthorized personnel.

### Card Stock Inventory

All PDII Card stock must be placed at the time of receipt into inventory in a secured storage area. An Account Representative designated by Client management should be appointed to ensure that physical and procedural security policies are implemented. Physical security of the PDII Card stock inventory must be maintained at all times. Client shall use commercially reasonable controls to ensure the protection of the PDII Card stock. At minimum, PDII Card stock must be stored in a locked area such as a back office with limited access when not actively being distributed to Cardholders. PDII Card stock, which will be in tamper-evident sealed envelopes, is not to be opened by anyone other than applicable Cardholders.

An inventory log must account for the number of PDII Card stock received, PDII Card stock used, PDII Card stock spoiled, PDII Card stock that cannot be used due to damage, tampering or expiration), and remaining PDII Card stock that should balance to the number of PDII Card stock on hand at any time. U.S. Bank's System maintains an inventory log automatically for normal course of business. However, Client shall be responsible for reporting, through a channel acceptable to U.S. Bank, any PDII Card stock spoilage or theft to U.S. Bank as soon as the same is detected. Client shall utilize U.S. Bank's Administrative Web Portal to log such exceptions and provide an explanation of spoilage. Client shall conduct monthly self-audit Card stock inventory true-ups.

#### Card Stock Destruction

U.S. Bank may request return of unused PDII Card stock in inventory for destruction for any of the reasons listed below:

- PDII Card stock compromised or tampered with
- PDII Card stock expired
- PDII Card stock damaged or defective
- Program is terminated

Any PDII Card stock returned to U.S. Bank must be securely packaged.

Meeting of November 18, 2025

ACTION EXHIBIT NO. 17297

# SUBJECT: A & T BUILDING CORRIDOR FLOORING INSTALLATION PROJECT - CONSOLIDATED FLOORING

**RECOMMENDATION:** That the Board of Trustees approve contracting with Consolidated Flooring to replace Corridor Flooring in the ground levels of the A & T Buildings. The contractor will remove the existing flooring, and provide and install the new flooring at a total cost of \$600,978.33.

RATIONALE: Consolidated Flooring provides quality flooring installation services that will enhance the common area corridors of the A & T Buildings. Consolidated Flooring and the specific materials being installed were publicly bid by the Sourcewell Contract #061323-TFU meeting the State of Illinois public bidding requirements.

Submitted to Deard by	Sean Sullivan	
Submitted to Board by:  Sean O'Brien Sullivan, Vice President of Business Services		
Board Officers' Signatur	res Required:	
Mark R. Steph Chairman	ens Tracy Jennings Secretary	Date

No  $\boxtimes$ 

Related forms requiring Board signature: Yes



Date: October 23, 2025

To: Arcon Associates, Inc.

Attn: Brian Schmitt- <u>BSchmitt@arconassociates.com</u>

From: Heidi Reed – hreed@consofloors.com

RE: Revised-Triton College Building A-Sourcewell

Tarkett Sourcewell Contract #061323-TFU

Please find our quote below to furnish and install the following materials and labor.

Option 1:

Demo: Demo Existing Linoleum (5,639 sf)

Price: \$55,826.10 or \$9.90/sf

Demo: Demo Existing Base (1,240 lf)

Price: \$1,773.20 or \$1.43/If

Dumpster: Dumpster Fees for Contractor Supplied Dumpster (1 each)

Price: \$2,642.16/Dumpster

LVT-1 & LVT-2: Tarkett, Event, Color: Glimmer 12036, Garnett 11186, 18" x 18" (5,175 sf)

Price: \$21,269.25 or \$4.11/sf

Adhesive: Tarkett, Rollsmart Adhesive (4 each)

Price: \$1,114.84 or \$278.71/pail

LVT Labor: Labor to Install LVT (5,175 sf)
Price: \$40,520.25 or \$7.83/sf

MAT Material: Tarkett, Assertive Stria 04839, Color: Temper 26215, 24" x 24" (139.86 sy)

Price: \$8,552.44 or \$61.15/sy

Adhesive: Tarkett C-EX Adhesive (2 pails)
Price: \$253.04 or \$126.52/pail

MAT Labor: Labor to Install MAT (139.86 sy)
Price: \$3,036.36 or \$21.71/sy

Base: Tarkett, 4"H Vinyl Cove Base, Color: TBD (1,320 lf)

Price: \$1,504.80 or \$1.14/If

Base Labor: Labor to Install Wall Base (1,320 lf)

Price: \$5,544.00 or \$4.20/If

Transitions: Furnish and Install Rubber/Vinyl Transitions (216 lf)

Price: \$1,956.96 or \$9.06/If



Prep: Prep Materials (5,639 sf)
Price: \$20,977.08 or \$3.72/sf

Prep: Prep Labor (5,639 sf)
Price: \$28,928.07 or \$5.13/sf

MM: Moisture Mitigation Materials (5,639 sf)

Price: \$17,142.56 or \$3.04/sf

MM: Moisture Mitigation Labor (5,639 sf)

Price: \$5,977.34 or \$1.06/sf

MM: Bead Blast the Floor (5,639 sf) Price: \$95,919.39 or \$17.01/sf

Price: \$312,937.84

Preferred Customer Discount: \$128,596.84>

Total: \$184,341.00

Floor Prep / Leveling Allowance \$18,434.10

Attic Stock (20%) \$4,253.85

Sincerely, **Total \$207,028.95** 

Heidi Reed

Project Manager

#### **Exclusions:**

\* Hauling debris or cleanup of other trades\* Floor Waxing, Sealing, Final Cleaning, \* Demo Beyond Stated Allowance\* Overtime, Double Time, or Shift Work\* Correcting any asbestos conditions that may exist\* Other to be sent with contract or addenda\* Dumpster / Disposal\*Furniture Removal\*\* Adverse conditions that may be discovered after existing floorcovering is removed. \* Installation of our material around furniture, fixtures, other trades, or their debris.

## **Epoxy & Mitigation Exclusions:**

GC to provide 480v, 3 phase, 30amp breaker power or 208v, 3 phase, 50amp breaker to within 250 feet of the work area, water, and dumpsters for our use. We will supply the pigtail. If the power supply cannot be provided, the cost of a generator will be added. 5000 SF minimum phases on straight time. Phasing smaller than 5,000SF will need to be priced on a per project basis. Worked priced at 3/16", any additional leveler to meet height requirements can be provided on a as needed basis. Work priced at 10% crack allowance meaning for every 5,000 SF we have allocated up to 500 LF of cracks. Additional crack treatment can be provided on an as needed basis. For all Epoxy and Mitigation systems, HVAC systems must be up and running for system warranty. Proper lighting must be installed to perform work. Minimum 50 degrees and rising for installation. This price does not include excessive prep/removal, pitching/ramping, mitigation, or sundries. No other trades allowed to work in the area during the install. No foot traffic allowed until the final topcoat is installed and dry. Foot traffic allowed after 24 hours. Scissors lifts 72 hours.

<sup>\*</sup> Payment Terms: 50% Deposit upon Material Order, Balance Upon Completion



Date: October 23, 2025

To: Arcon Associates, Inc.

Attn: Brian Schmitt-BSchmitt@arconassociates.com

From: Heidi Reed - hreed@consofloors.com

RE: REVISED-Triton College Building T-Sourcewell

Tarkett Sourcewell Contract #061323-TFU

Please find our quote below to furnish and install the following materials and labor.

Option 1:

Grinding: Diamond Grinding Existing Epoxy Flooring (11,058 sf)

Price: \$92,444.88 or \$8.36/sf

Demo: Demo Existing Base (2,305 lf)

Price: \$3,296.15 or \$1.43/lf

MAT Material: Tarkett, Assertive Stria 04839, Color: Temper 26215, 24" x 24" (146.52 sy)

Price: \$8,959.70 or \$61.15/sy

Adhesive: Tarkett C-EX Adhesive (2 pail) Price: \$253.06 or \$126.52/pail

MAT Labor: Labor to Install MAT (146.52 sy)

Price: \$3,180.95 or \$21.71/sy

LVT-1 & LVT-2: Tarkett, Event + Abstract, Color: Lattice 12037, Garnett 11186, 18" x 18" (10,890 sf)

Price: \$44,757.90 or \$4.11/sf

Adhesive: Tarkett, Rollsmart Adhesive (9 each)

Price: \$2,508.39 or \$278.71/pail

LVT Labor: Labor to Install LVT (10,890 sf)

Price: \$85,268.70 or \$7.83/sf

Base: Tarkett, 4"H Vinyl Cove Base, Color: TBD (2,520 lf)

Price: \$2,872.80 or \$1.14/If

Base Labor: Labor to Install Wall Base (2,520 lf)

Price: \$10,584.00 or \$4.20/lf

Transitions: Furnish and Install Rubber/Vinyl Transitions (312 lf)

Price: \$2,826.72 or \$9.06/lf

Prep: Prep Materials (11,058 sf)
Price: \$41,135.76 or \$3.72/sf



Prep: Prep Labor (11,058 sf)
Price: \$56,727.54 or \$5.13/sf

MM: Moisture Mitigation Materials (11,058 sf)

Price: \$33,616.32 or \$3.04/sf

MM: Moisture Mitigation Labor (11,058 sf)

Price: \$11,721.48 or \$1.06/sf

MM: Bead Blast the Floor (11,058 sf)
Price: \$188,096.58 or \$17.01/sf

Price: \$588,395.50
Preferred Customer Discount: \$249,455.50>
Total: \$349,998.00
Floor Prep / Leveling Allowance \$34,999.80
Attic Stock (20%) \$8,951.58

Sincerely, **Total \$393,949.38** 

Heidi Reed

**Project Manager** 

## **Exclusions:**

\* Hauling debris or cleanup of other trades\* Floor Waxing, Sealing, Final Cleaning, \* Demo Beyond Stated Allowance\* Overtime, Double Time, or Shift Work\* Correcting any asbestos conditions that may exist\* Other to be sent with contract or addenda\* Dumpster / Disposal\*Furniture Removal\*\* Adverse conditions that may be discovered after existing floorcovering is removed. \* Installation of our material around furniture, fixtures, other trades, or their debris.

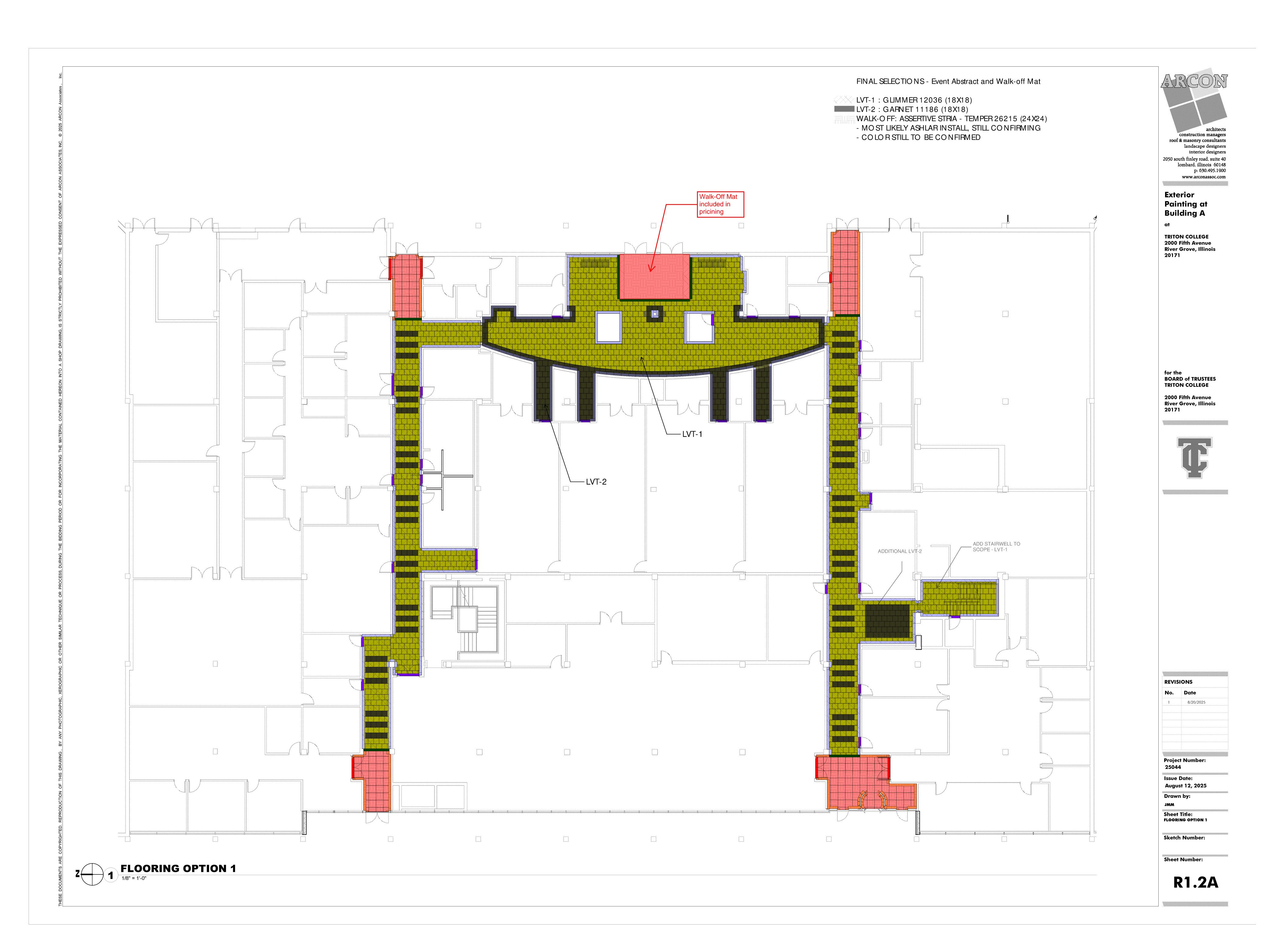
## **Epoxy & Mitigation Exclusions:**

GC to provide 480v, 3 phase, 30amp breaker power or 208v, 3 phase, 50amp breaker to within 250 feet of the work area, water, and dumpsters for our use. We will supply the pigtail. If the power supply cannot be provided, the cost of a generator will be added. 5000 SF minimum phases on straight time. Phasing smaller than 5,000SF will need to be priced on a per project basis. Worked priced at 3/16", any additional leveler to meet height requirements can be provided on a as needed basis. Work priced at 10% crack allowance meaning for every 5,000 SF we have allocated up to 500 LF of cracks. Additional crack treatment can be provided on an as needed basis. For all Epoxy and Mitigation systems, HVAC systems must be up and running for system warranty. Proper lighting must be installed to perform work. Minimum 50 degrees and rising for installation. This price does not include excessive prep/removal, pitching/ramping, mitigation, or sundries. No other trades allowed to work in the area during the install. No foot traffic allowed until the final topcoat is installed and dry. Foot traffic allowed after 24 hours. Scissors lifts 72 hours.

<sup>\*</sup> Payment Terms: 50% Deposit upon Material Order, Balance Upon Completion

Scale 1:96 (original drawing scale 1:96)











Option 1 - Event Abstract and Walk-off Mat

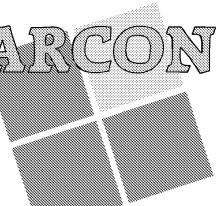
LVT-1: LATTICE 12037 (CO LO R STILL BEING DECIDED) LVT-2: GARNET 11186 (COLOR STILL BEING DECIDED) WALK-O FF: ASSERTIVE STRIA

Option 2 - Victory and Walk-off Mat

LVT-1: COLORTO BE SELECTED LVT-2: COLORTO BE SELECTED WALK-OFF: ASSERTIVE STRIA

OPTION 3 - ID Tilt Hit and Walk-off Mat

LVT-1: COOLGREY MIX WALK-OFF: ASSERTIVE STRIA



roof & masonry consultants landscape designers interior designers 2050 south finley road, suite 40 lombard, illinois 60148 p: 630.495.1900

# **MISCELLANEOUS RENOVATIONS**

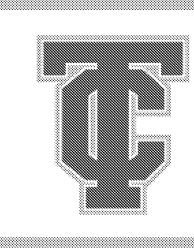
www.arconassoc.com

Building 1

**Triton College** 2000 Fifth Avenue River Grove, Illinois 60171

for the BOARD of TRUSTEES TRITON COLLEGE

2000 Fifth Avenue River Grove, Illinois 60171



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**FLOOR PLAN** 

Sketch Number:

**R1.2T** 

Meeting of November 18, 2025

ACTION EXHIBIT NO. 17298

SUBJECT: 2026 INSPIRA FINANCIAL FSA ADMINISTRATIVE SERVICES FEES

**RECOMMENDATION:** That the Board of Trustees approve Inspira Financial as the third-party administrator for the Triton College Flexible Spending Account Plan for the 2026 calendar year. The annual agreement fee is \$0 with a per member monthly claims administration fee of \$4.63. This represents a 0% increase from calendar year 2025.

RATIONALE: Inspira Financial is a highly regarded claims administrator that accurately follows IRS expense reimbursement guidelines and is known for consistently providing excellent customer service and processing claims for reimbursement in a timely manner through file feeding integration with the College's health plan administrator.

Submitted to Decard how	Sean Sullivan	
Submitted to Board by:  Sean O'Brien Sullivan, Vice President of Business Serv		
Board Officers' Signatui	res Required:	

# **Inspira Financial Flexible Spending Account**

Triton College
January 1, 2026 – December 31, 2026

Implementation Fee Waived
\*Annual Fee \$0.00

\*\*Monthly Fee

Monthly Administration Fee Per Member \$4.63

Minimum Monthly Billing \$150.00 per employer per month

Optional Service Fees				
Types of Communication Assistance				
Onsite Enrollment Meeting Support (Less than 500 eligible or more than one meeting for groups with 500 plus eligible)	\$500.00 per event			
Customized Website (with or without single sign on from another site) Lead time: 90 days Cut-off for January 1 business is September 15	Optional, included only for NA with 3,000+ eligible and \$50k+ revenue			
Single Sign On (SSO) to Generic Inspira Member Website (assumes Inspira standard for web service call) Lead time: 60 days	No charge			
Customized Member Flyers and Quick Reference Guides (QRGs)	\$1,000 per flyer			
(revisions to generic member flyers) Lead time: 5 weeks	Includes two rounds of edits, plus printing and shipping costs, if needed.			
Customized Member Communication Lead time: 5 weeks Examples: • One page flyer • Letter • E-Card/Email • System generated communications (if applicable)	Cost based on Statement of Work, plus printing and shipping costs if needed. Includes two rounds of edits.			
Customized Inspira Cards Co-branded with Inspira logo Lead time: 5 weeks Cut-off for January 1 business is October 15	\$500 for front logo. Custom URL/phone on the back of the card is an additional \$500. Rush request and/or requests after 10/15 for 1/1 fulfillment is an additional \$150 per hour. Minimum of three hours charged. \$10 per card for plan sponsor requested re-issues due to plan changes.			

Meeting of November 18, 2025
ACTION EXHIBIT NO. 17299

SUBJECT: 2026 DELTA DENTAL PPO PREMIUM RATES

**RECOMMENDATION:** That the Board of Trustees approve the Delta Dental PPO monthly premium rates effective January 1, 2026. The premium rate calculation is based upon a combination of lives, claim history, and trend factor. Calendar year 2026 rates represent a 0% increase over calendar year 2025 and will be: Employee, \$31.40; Employee + 1 Dependent, \$62.80; Family \$106.58/per month.

**RATIONALE:** Delta Dental has a wide network of service providers, which offer excellent customer service and prompt claims processing for employees enrolled in the PPO.

	Sean Sullivan	
Submitted to Board by:		
	Sean O'Brien Sullivan, Vice President of Business Servi	ices
Board Officers' Signatui	res Required:	
Board Officers' Signatur  Mark R. Steph	<u> </u>	Date

# 2026 Dental Renewal



Monthly	<b>Premium</b>	Rate
IVIOLICITY	, i i Cilliulli	Itate

Dontal	''	ionany i romain ixe	
Dental	2025	2026	% Change
PPO Voluntary Dental			
Employee	\$48.06	\$48.06	0.0%
Employee + Spouse	\$95.85	\$95.85	0.0%
Employee + Child(ren)	\$95.14	\$95.14	0.0%
<u>Family</u>	\$162.35	\$162.35	0.0%
PPO Dental			
Employee	\$31.40	\$31.40	0.0%
Employee + Spouse	\$62.80	\$62.80	0.0%
Employee + Child(ren)	\$67.78	\$67.78	0.0%
Family	\$106.58	\$106.58	0.0%

Meeting of November 18, 2025

ACTION EXHIBIT NO. 17300

SUBJECT: 2026 DELTA DENTAL VOLUNTARY PLAN PREMIUM RATES

monthly premium rates for the 2026 calendar year. The premium rate calculations are based upon a combination of lives, claim history, and trend factors. Calendar year 2026 premium rates represent a 0% increase over calendar year 2025 and will be: Employee, \$48.06; Employee + Spouse, \$95.85; Employee + Child(ren), \$95.14; Family, \$162.35/per month.

RATIONALE: Delta Dental has a wide network of service providers, which offer excellent customer service and prompt claims processing for employees enrolled in the HMO. The voluntary dental plan is fully funded by the members and provides employees enrolled in the HMO medical plan with an option for dental benefits.

Cubusitted to Doord buy	Sean Sullivan	
Submitted to Board by:  Sean O'Brien Sullivan, Vice President of Business Service		
Board Officers' Signatu	res Required:	

# 2026 Dental Renewal



Monthly	/ Premium	Rate
	/ FIGIIIIUIII	Nate

Dentel	"	Monthly Fremum Rate	
Dental	2025	2026	% Change
PPO Voluntary Dental			
Employee	\$48.06	\$48.06	0.0%
Employee + Spouse	\$95.85	\$95.85	0.0%
Employee + Child(ren)	\$95.14	\$95.14	0.0%
<u>Family</u>	\$162.35	\$162.35	0.0%
PPO Dental			
Employee	\$31.40	\$31.40	0.0%
Employee + Spouse	\$62.80	\$62.80	0.0%
Employee + Child(ren)	\$67.78	\$67.78	0.0%
Family	\$106.58	\$106.58	0.0%

Meeting of November 18, 2025

ACTION EXHIBIT NO. 17301

SUBJECT: 2026 BLUE CROSS BLUE SHIELD PPO PREMIUM RATES

RECOMMENDATION: That the Board of Trustees approve the monthly premium rates for the Blue Cross Blue Shield PPO Health Plan effective January 1, 2026. The monthly premium rate calculation is based upon a combination of claim history, stop-loss insurance rates, trend factor, and administration fees. Current premium rates are: Employee, \$1,259.08; Employee + 1 Dependent, \$2,557.67; Family, \$3,418.36. Calendar year 2026 rates represent a 7.2% increase and will be: Employee, \$1,349.73; Employee + 1 Dependent, \$2,741.82; Family, \$3,664.48.

RATIONALE: The premium rates are the monthly cost for each tier of the health plan and what is charged as COBRA to separated or terminated employees and dependents that were enrolled in the PPO health plan.

	S	ean Sullivan		
Submitted to Board by:  Sean O'Brien Sullivan, Vice President of Business Services				
Board Officers' Signatur	res Required:			
Mark R. Steph Chairman	ens	Tracy Jennings Secretary	Date	

No 🗵

Related forms requiring Board signature: Yes

# 2026 BCBS Premium Rates



# **Monthly Premium Equivalents**

Mon	tiny i remiani Equival	Citto	
<b>2025</b>	2026	% Change	
\$1,259.08	\$1,349.73	7.2%	
\$2,557.67	\$2,741.82	7.2%	
\$3,418.36	\$3,664.48	<u>7.2%</u>	
\$950.93	\$1,019.40	7.2%	
\$1,833.16	\$1,965.15	7.2%	
\$2,798.95	\$3,000.47	7.2%	
	\$1,259.08 \$2,557.67 \$3,418.36 \$950.93 \$1,833.16	\$1,259.08 \$1,349.73 \$2,557.67 \$2,741.82 \$3,418.36 \$3,664.48 \$950.93 \$1,019.40 \$1,833.16 \$1,965.15	

Meeting of November 18, 2025

ACTION EXHIBIT NO. 17302

SUBJECT: 2026 BLUE CROSS BLUE SHIELD HMO PREMIUM RATES

RECOMMENDATION: That the Board of Trustees approve the monthly premium rates for the Blue Cross Blue Shield HMO Health Plan effective January 1, 2026. The monthly premium rate calculation is based upon a combination of claim history, stop-loss insurance rates, trend factor, and administration fees. Current premium rates are: Employee, \$950.93; Employee + 1 Dependent, \$1,833.16; Family, \$2,798.95. Calendar year 2026 rates represent a 7.2% increase and will be: Employee, \$1,019.40; Employee + 1 Dependent, \$1,965.15; Family, \$3,000.47.

RATIONALE: The premium rates are the monthly cost for each tier of the health plan and what is charged as COBRA to separated or terminated employees and dependents that were enrolled in the HMO health insurance plan. The HMO is provided as a more affordable option with employee co-premium rates 50% that of the PPO for the same tiers of coverage.

Sean Sullivan					
Submitted to Board by:  Sean O'Brien Sullivan, Vice President of Business Serv					
Board Officers' Signatur	es Required:				
Mark R. Stephe Chairman	ens	Tracy Jennings Secretary	Date		

No  $\boxtimes$ 

Related forms requiring Board signature: Yes  $\Box$ 

# 2026 BCBS Premium Rates



# **Monthly Premium Equivalents**

\$1,259.08 \$2,557.67 \$3,418.36	\$1,349.73 \$2,741.82	% Change 7.2% 7.2%
\$2,557.67	\$2,741.82	7.2%
\$2,557.67	\$2,741.82	7.2%
• •		
\$3.418.36	40.004.40	
φο, 4 10.00	\$3,664.48	7.2%
\$950.93	\$1,019.40	7.2%
\$1,833.16	\$1,965.15	7.2%
\$2,798.95	\$3,000.47	7.2%
	\$1,833.16	\$1,833.16 \$1,965.15

Meeting of November 18, 2025

ACTION EXHIBIT NO. 17303

## SUBJECT: AMERICAN DIGITAL – ARUBA WIRELESS ACCESS POINTS REFRESH

**RECOMMENDATION:** That the Board of Trustees approve the purchase of two hundred (200) wireless access points (40, 5-packs) at a cost of \$121,978.50, two hundred (200) access point mount kits (20, 10-packs) at a cost of \$4,769.00, forty-five (45) 3-year Aruba Central licenses at a cost of \$7,030.69, and installation and migration at a cost of \$10,300.00 for a total FY26 cost not-to-exceed \$144,078.19. The total cost of \$144,078.19 will be funded from FY19 Life Safety CSU PH3 funds.

RATIONALE: Refreshing end of life wireless access points and expanding coverage with additional units will improve Triton's network security, wireless performance and reliability. This equipment will replace old wireless access points throughout the campus. It will address the replacement of equipment that is the most out of date and in the highest need of replacement. This technology will meet current and future College needs. It will enhance security, increase performance, and support a growing number of wireless devices. Purchase of data processing software is exempt from bidding by Illinois state statue (110 ILCS 805/3-27.1(f)). The remaining FY19 Life Safety CSU PH3 fund balance will be \$155,921.81.

Submitted to Board by:	Sean Sullivan	
	Sean O'Brien Sullivan, Vice President of Busine	ess Services
Board Officers' Signatur	es Required:	
Mark R. Stepho Chairman	ens Tracy Jennings Secretary	Date
Related forms requiring B	oard signature: Yes □ No ⊠	





Quotation #: QUO-23861455-M4Z5W8 -0
Quote Date: 10/21/2025
Prepared for: Michael Garrity
Company: Triton

Prepared By: Randy Chiostri Solution Sales Specialist American Digital Corporation PHONE: 847-637-4307 FAX: 847-919-8468 randy@americandigital.com

Title:			Triton Aruba Sept 2025 v3					
Line	Qty	Part Number	Description		Unit List	Ext List	Cust Cost	Ext CC
No.								
1	45	Q9Y59AAE	3YR SUB ARUBA CENTRAL AP FND E-STU	\$	355.00	\$ 15,975.00	\$ 156.24	\$ 7,030.69
2	20	S0J40A	HPE ARUBA NETWORKING AP-MNT- MP10-U	\$	545.00	\$ 10,900.00	\$ 238.45	\$ 4,769.00
3	40	S3J36A	HPE ANW AP-635 US 5PK CAMPUS AP	\$	6,970.00	\$ 278,800.00	\$ 3,049.46	\$ 121,978.50
4	1	ADCSERVICES	ADC Installation and Migration	\$	10,300.00	\$ 10,300.00	\$ 10,300.00	\$ 10,300.00
				Extended List Price		\$ 315,975.00		\$ 144,078.19
				Customer Price		\$ 144,078.19		
				Estimated Shipping				
				Grand Total:		\$ 144 078 19		

#### American Digital Proposal Terms and Conditions

Payment Terms: Payment is due 30 days from the date of the invoice for all hardware, software and services listed on this proposal. This payment can be made by check or ACH credit.

Taxes and Shipping: All applicable state and local taxes and shipping charges are the responsibility of the purchases unless specified otherwise. Tax-exempt entities must submit appropriate forms to American Digital Corporation prior to delivery and invoice showing their exempt status. This information can be sent to: <a href="mailto:finance@americandigital.com">finance@americandigital.com</a>.

Pricing: All prices stated on the attached proposal represent the current prices. All proposals and pricing are valid for 30 days from the date of this proposal. Changes to this proposal may result in additional charges based on configuration requirements.

Travel: Unless otherwise specified, travel and out of town living expenses related to technical services will be billed at actual rates.

Warranty: All warranties are per the manufacturer as applicable, unless noted otherwise as part of the attached proposal. The manufacturer or their designated subcontractor will provide all warranty maintenance of equipment in this proposal. The manufacturer is solely responsible for the performance and maintenance of their equipment within normal working conditions.

**Professional Services:** All American Digital Professional Services pricing is estimated unless the final quote is accompanied by an American Digital Statement of Work (SOW).

Meeting of November 18, 2025
ACTION EXHIBIT NO. 17304

CLIB IECT.	COLLECE	CUPPICITI IIM	COMMITTEE	RECOMMENDA	TIONS
SUDJECT:	COLLEGE	CURRICULUM	COMMITTEE	RECUMINIENDA	7110112

DECOMMENDATION. That the Dear		
<b>RECOMMENDATION:</b> That the Boar Committee recommendation.	d of Trustees approve the attached of	Conege Curriculum
Committee recommendation.		
RATIONALE: This recommendation	was approved by the College Curi	riculum Committee
on October 2, 2025, and approved by the	Academic Senate on October 21, 2	<u> 2025.</u>
Submitted to Board by:	esonhlouper	
	mpos, Vice President of Academic	Affairs
<b>Board Officers' Signatures Required:</b>		
Mark R. Stephens Board Chairman	Tracy Jennings Secretary	Date
Related forms requiring Board signature:	Yes □ No ⊠	

# College Curriculum Committee Summary October 2, 2025

for

Academic Senate, October 21, 2025 Board of Trustees, November 18, 2025

# PROGRAM(S)

# **REVISED PROGRAM(S)**

- U230A36 Health, Sport and Exercise Science
  - updated Program Learning Outcomes (PLOs)
  - *Effective: 5/25/2026*
- C548E ENT/CAD Advanced Certificate
  - Added 'Note' for scheduling clarity
  - *Effective: 5/25/2026*

Meeting of November 18, 2025

ACTION EXHIBIT NO. 17305

SUBJECT: AGREEMENT WITH ROSEMONT THEATRE

RECOMMENDATION: That the Board of Trustees approve the rental Agreement with Rosemont Theatre. This Agreement will take effect upon the date of Board approval and will allow Triton use of the Rosemont Theatre on Saturday, May 16, 2026, for the annual commencement ceremony. This Agreement will not exceed a maximum value of \$55,625, representing an increase of \$2,670 from May 2025.

RATIONALE: The College is in need of a larger auditorium space than what is available on campus to house its annual commencement ceremony, in order to accommodate the needs of our graduates and their families. The Rosemont Theatre is a larger facility and will allow for enhancements to our ceremony.

Submitted to Board by:  Dr. Jodi Koslow Martin, VP of Enrollment Mgt & Student Affairs						
Board Officers' Signatures Required:						
Mark R. Stepho Board Chairm		Tracy Jennings Secretary	Date			

Related forms requiring Board signature: Yes ⊠ No □



## ROSEMONT THEATRE LICENSE AGREEMENT

This REVISED License Agreement is entered into this 7<sup>th</sup> day of October, 2025 by and between the Village of Rosemont, (hereinafter referred to as the "Licensor"),

Triton College 2000 N. 5<sup>th</sup> Ave. River Grove, IL 60171

and

(hereinafter referred to as the "Licensee").

### WITNESSETH:

WHEREAS, Licensee desires to obtain a license which will allow Licensee to use and occupy the Rosemont Theatre for the purpose of conducting a meeting or similar event known as:

Triton College Commencement 2026 May 16, 2026

Said meeting is hereinafter referred to as "the Meeting". The term Meeting shall be construed to include all presentations, seminars, lectures and the like given or supervised by Licensee, and

WHEREAS, Licensor owns operates and manages the Rosemont Theatre and has the authority to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Licensor and Licensee agree as follows:

## 1. LICENSED SPACE

- (a) Licensor grants to Licensee the right to use all the areas of the Rosemont Theatre, which Licensor deems necessary for the Meeting to occur, including such dressing rooms and storage areas as are reasonably required for conducting the Meeting. These areas are hereinafter referred to as the Licensed Space. Licensee agrees to conduct the Meeting in the Rosemont Theatre on the dates and at the times specified in Section 2 of this Agreement.
  - (b) Licensee shall not make alterations or improvements to the Licensed Space

or the Rosemont Theatre without the prior written approval of the Licensor. Any improvements or alterations that may be made by Licensee to the Licensed Space or the Rosemont Theatre shall be undertaken and completed in compliance with all applicable federal, state and local ordinances, laws, rules and regulations and in accordance with any recommendations or requirements of Licensee's and Licensor's insurance carriers.

(c) Licensor has not made any promise or agreement to alter, remodel or improve the Licensed Space or the Rosemont Theatre; and has made no representations regarding the condition of the Licensed Space or the Rosemont Theatre unless such promise, agreement, or representation is contained in this Agreement.

## 2. <u>USE DATE AND TIME</u>

- (a) The use of the Licensed Space by Licensee shall begin at 3:00pm on May 16, 2026, for the purpose of conducting the SHOW/MEETING and shall end at 6:00pm on May 16, 2026.
- (b) Move-in time for the purpose of setting up any and all equipment, exhibits or scenery which may be necessary for the presentation of the Meeting and/or for holding rehearsals shall begin at 8:00am o'clock on May 16, 2026.
- (c) Licensee must remove its equipment, scenery and other property from the Rosemont Theatre and vacate the Rosemont Theatre no later than 11:59pm o'clock on May 16, 2026.
- (d) The period which begins at 8:00am on May 16, 2026, ends at 11:59pm on May 16, 2026, is hereinafter referred to as the "Use Date(s)".
- (e) Licensee shall use the Licensed Space for the purpose of setting up for, rehearing and conducting the Meeting and for no other purpose.
- (f) Licensee shall have access to the Licensed Space on the Use Date(s) during the periods from 8:00 a.m. until 11:59 p.m. provided that a duly designated employee or other representative of the Licensor is present in the Rosemont Theatre. If Licensee desires access to the Licensed Space at other times such access shall be provided at the discretion of the Licensor and then, only if Licensee agrees to pay any costs and expenses incurred by Licensor in providing such access.
- (g) Licensee shall indemnify and hold the Licensor harmless from any loss or liability resulting from Licensee's failure to fully vacate the Licensed Space at the end of the Use Date(s), including, but not limited to, consequential damages.

### 3. FEE

- (a) Licensee agrees to pay Licensor a license fee of \$55,625 (\$42,500 rent, \$4,725 streaming, \$8,400 program productions) for the use of the Licensed Space.
- (b) Licensee further agrees to pay Licensor \$ 500.00 per hour for every hour or fraction thereof after 11:59pm o'clock on May 16, 2026, during which the Licensee has not fully vacated the Licensed Space.

# 4. DEPOSITS

(a) Licensee agrees to pay \$10,000 with the return of this signed Agreement as a non-refundable deposit. Licensee further agrees that additional non-refundable deposits will be made as follows:

# \$45,625 due no later than April 15, 2026.

(b) Licensee further agrees that upon receipt of written notice from Licensor it will make additional deposits with Licensor of such sums that Licensor feels are necessary to cover the reimbursable costs set forth in Section 5(b) and 5(c) which Licensor reasonably anticipates it will incur on behalf of Licensee in regard to the presentation of the Meeting.

# 5. REIMBURSABLE COSTS

- (a) Licensee shall provide Licensor with a complete list of all personnel, equipment and services which Licensee desires Licensor to provide along with the time of day that they will be required. This complete list shall be delivered to the Operations Manager of the Rosemont Theatre as soon as possible.
- (b) Licensee agrees that it will reimburse the Licensor for the costs the Licensor incurs in supplying the following personnel, equipment and services for the Meeting.

In House Sound:	included in rent
In House Lights:	included in rent
<u>Ushers</u>	included in rent
Stagehands:	included in rent
Screen/Projector	included in rent
Projectionist	included in rent
Electricians:	included in rent
Teamsters and Loaders	included in rent
Live Streaming	\$4,725 (in stagehands contract)
Program Productions	\$8,400.00
Wardrobe	N/A
Musicians	N/A
Security	Included in rent
Telephone:	N/A
Confetti Clean-up	\$500.00 (if needed)

#### FULL EXPENSES TO BE DETERMINED AT A LATER DATE.

Licensee further agrees to reimburse Licensor for any costs incurred by Licensor which are not specified in Section 5(b) that are incurred on behalf of Licensee as a result of the conducting of the Meeting without regard to whether such costs are incurred by Licensor before, during or after the Use Date(s). Such costs shall include, but may not be limited to, Licensee's requests for Licensor to incur additional COVID-19 prevention or mitigation measures for the Meeting. Licensor shall immediately notify Licensee that it is necessary for Licensor to incur additional costs for which reimbursement from Licensee will be required and, if time permits, notice shall be made in writing to the Licensee. Licensee shall be permitted to disapprove the incurring of such additional costs. However, Licensor shall have the right to incur costs despite Licensee's disapproval where the costs are incurred for the purpose of insuring the safety and well being of persons in or around the Rosemont Theatre or for the protection of property in and around the Rosemont Theatre. Licensee shall be required to reimburse Licensor for all such costs incurred by Licensor despite Licensee's disapproval. Unless otherwise agreed, Licensor shall have the sole discretion to select the personnel of Licensor who will be providing the services set forth in Section 5(b) and to determine their qualifications.

#### 6. PAYMENT FOR DAMAGES

- (a) Licensee agrees to leave the Licensed Space in the same condition that it is in at the commencement of the Use Date(s), ordinary wear excepted.
- (b) Licensee agrees to pay the cost of repairing or replacing any and all damage to any equipment or other property owned by Licensor and to pay the cost of repairing or replacing any and all damage to the Rosemont Theatre which occurs as a direct or indirect result of conducting the Meeting at the Rosemont Theatre. Such damages include but are not limited to damages that are caused by persons who attend the Meeting.

# 7. TICKETS AND TICKET SALES

Unless otherwise agreed by Licensor, the Meeting shall not be open to the general public. Licensee shall have the right to issue tickets or other forms of admission certificates which are intended to identify the bearer as a person entitled to attend the entire Meeting, or any particular specified portion thereof. Licensee shall also have the right to issue passes or other forms of identifications to its employees and agents for the purpose of identifying such persons as persons who are entitled to have access to the Licensed Space, before or during the Meeting or any particular specified portion thereof. Licensee shall furnish Licensor with a facsimile of the form of any ticket, certificate or pass issued by Licensee that is intended to permit a person to have access to the premises of the Rosemont Theatre in connection with the Meeting. Unless otherwise agreed, Licensor shall not be responsible for issuing tickets for the Meeting or providing a box office or any other facility for the issuance of tickets for the Meeting.

# 8. LIEN

Licensor and Licensee agree that Licensor shall have a lien against all property of Licensee located within the Rosemont theatre for (1) taxes, if any, which are due and which must be paid by Licensor as a result of the conducting of the Meeting, (2) any unpaid license fees, (3) any unpaid reimbursable costs, and (4) any other monies which are due from Licensee to Licensor under this Agreement.

# 9. SETTLEMENT

The actual amounts due from the Licensee to the Licensor for (1) the remainder, if any, of the license fee under Section 3, (2) reimbursable costs under Section 5, and/or (3) damages under Section 6 shall be paid by the Licensee to the Licensor no later than <u>5:00pm on May 17, 2025</u> unless otherwise agreed in writing.

#### 10. CANCELLATION

- (a) If Licensee cancels the Meeting or any portion of the Meeting, no part of any deposit that has been made pursuant to this Agreement shall be refunded. In addition, Licensee agrees to pay Licensor any reimbursable costs under Section 5 which have been incurred by Licensor in connection with the Meeting prior to Licensor's actually receiving notice of cancellation, less the amount of any deposits that have been made to cover such reimbursable costs.
- (b) Notwithstanding the provisions of Section 10(a), if, after cancellation by Licensee, another event is held in the Rosemont Theatre during the Use Dates(s), then the Licensor shall pay to Licensee an amount equal to any deposits made by Licensee less any costs incurred by Licensor in respect to the Meeting.

# 11. PERMITS AND LICENSES

Licensee agrees to obtain all licenses or permits which are necessary for conducting the Meeting and to promptly pay all permit fees or license fees.

#### 12. ADVERTISING

- (a) All advertising and promotion of the Meeting shall be the sole responsibility and obligation of the Licensee. Licensee agrees that all advertising for the Meeting will be true and accurate.
- (b) All references made in any advertising to the Licensed Space shall refer to the facility where the Meeting is being presented as the "Rosemont Theatre" or such other name as may be designated in writing by the Licensor.

- (c) Licensor shall have the right to display its own advertising and other materials in and around the Rosemont Theatre. All advertising space within the Rosemont Theatre or on adjacent premises which are owned by the Licensor is the exclusive property of the Licensor and all revenues or other income received from such advertising space shall be the sole property of the Licensor.
- (d) Licensee shall not distribute any printed matter, other than programs, pamphlets, display advertising, seminar or lecture handouts, or other materials which relate to the Meeting or to Licensee's business.

#### 13. PERFORMANCE APPROVAL

- (a) Licensor retains the right to disapprove of any performance, exhibition or entertainment which is to be offered as part of the Meeting. Licensee agrees that no performer, performance, exhibition or entertainment shall be presented as part of the Meeting if Licensor files a written objection to the performer, performance, exhibition or entertainment based on either the grounds (1) that it is illegal, (2) that it fails to comply with representations made in advertising the Meeting, or (3) that it violates restrictions imposed on the content of the Meeting which are agreed to by Licensor and Licensee at the time of the execution of this Agreement.
- (b) If the Meeting must be canceled pursuant to this section, then payments shall be made by Licensee to Licensor as provided in Sections 3, 5 and 6.

#### 14. LICENSEE'S PERSONNEL AND EQUIPMENT

- (a) Except as set forth in Section 5(b), Licensee shall be responsible for furnishing at its sole cost and expense, all equipment and personnel necessary to conduct the Meeting, including, but not limited to speakers, presenters, emcees, actors, musicians, singers, dancers, any and all other personnel, scenery, props, sound and lighting equipment not supplied by Licensor pursuant to Section 5(b) and any and all musical instruments.
- (b) Equipment and personnel shall be brought into and taken out of the Rosemont Theatre only at such entrances and exits as are designated by Licensor.
- (c) Any artisans or workmen employed by Licensee may be refused entrance to or ejected from the Rosemont Theatre by Licensor for non-compliance with any provision of this Agreement or for engaging in conduct which Licensor deems to be objectionable or improper without Licensor incurring any liability for such refusal or ejection.
- (d) Licensor shall have the right to remove from the Rosemont Theatre or refuse to allow in the Rosemont Theatre any equipment which Licensor determines constitutes a hazard to the safety or health of persons in and around the Rosemont Theatre or constitutes a hazard to the preservation of property located in or around the Rosemont Theatre.

(e) Licensor shall have the right to remove any and all property belonging to Licensee which is not removed from the Licensed Space of the Rosemont Theatre at the end of a Use Date(s), at Licensee's expense. Licensor shall have no liability of any kind to Licensee as a result of Licensor's removal of Licensee's property pursuant to this section.

# 15. CONCESSIONS

- (a) Licensor reserves all concession rights. Licensor shall have the right to sell concessions at appropriate times and in appropriate places before, during and after presentations of the Event. For purposes of this section, concessions include, but are not limited to food, beverages, programs, souvenirs, record albums, novelties, and parking privileges.
- (b) Licensee shall have the right to sell through Licensor's concessionaires such programs and novelties as are approved in advance in writing by Licensor and upon such conditions as are approved by Licensor.

# 16. FREE SAMPLES, SOLICITATION

Licensee shall have the right to distribute printed material related to the Meeting. Licensee shall have the right to distribute gifts and samples to persons attending the Meeting as are approved by Licensor. Except as provided in the forgoing sentence and in Section 15(b) of this Agreement, no other items shall be sold or distributed in or around the premises of the Rosemont Theatre without the prior written permission of the Licensor.

# 17. PARKING

Licensor shall provide Licensee with the right to use and occupy <u>500</u> parking spaces, free of charge, in a parking lot adjacent to the Rosemont Theatre on the Use Date(s). Licensor may require those persons operating motor vehicles who intend to use a parking space that is provided free of charge to display a parking pass to be provided by Licensor. Except as otherwise provided in this section, the Licensor may charge a fee for the privilege of parking a motor vehicle in the parking lots owned by Licensor that are located adjacent or near to the Rosemont Theatre during all or a portion of the Use Date(s).

# 18. <u>INTERMISSIONS</u>

Licensee shall have the discretion of scheduling any intermissions subject to the reasonable approval of Licensor.

#### 19. ANNOUNCEMENTS

Licensor shall have the right to make announcements needed to assure and protect

the safety of persons and property in and around the Rosemont Theatre at any time Licensor deems necessary. Licensee agrees that it will cooperate with Licensor whenever Licensor deems it necessary to make such announcements.

# 20. COPYRIGHTED MATERIAL

- (a) Licensee shall pay all royalties, license fees and any other costs arising from the Licensee's use of patented, trademarked, franchised or copyrighted music, dramatic rights, devices, processes, or other materials, during or in connection with the conducting or advertising of the Meeting.
- (b) Licensee shall indemnify, defend and hold the Licensor harmless from any and all damages, claims, or costs including attorneys' fees which result from the use of any device, process or material in connection with the conducting or advertising of the Meeting which is or which is alleged to be patented, trademarked, franchised or copyrighted.

#### 21. OCCUPANCY INTERRUPTION OR TERMINATION

- (a) If the Licensed Space or any part thereof is not available for use by the Licensee for reasons beyond the control of the Licensor and Licensee including, but not limited to, damage or destruction from fire, weather, or other casualty, requisition of the Licensed Space by a governmental agency other than the Village of Rosemont, the COVID-19 pandemic or related COVID-19 governmental closure orders, labor strikes or boycotts, then this Agreement shall terminate.
- (b) Licensee shall indemnify and hold the Licensor and its employees harmless against any and all claims arising out of the cancellation or termination of the Meeting, provided that such cancellation or termination is not due to the fault, act or omission of the Licensor, its agents or employees, unless such cancellation or termination was reasonably necessary to preserve or prevent damage or injury to property or persons. Licensee shall also pay to Licensor the amount of all reimbursable costs provided for under Section 5 which were incurred either before the termination or cancellation or which were reasonably necessary to incur after the termination and cancellation.
- (c) Licensee shall have no claim for damages or other compensation should this Agreement be terminated pursuant to Section 21(a). If a session of the Meeting has not started prior to the time of termination, then if the Agreement is terminated pursuant to Section 21(a), Licensee shall pay to Licensor an amount equal to the reimbursable costs incurred by Licensor up until the time of termination. If one or more sessions of the Meeting have been completed at the time this Agreement is terminated pursuant to Section 21 (a), then Licensee shall pay to Licensor an amount equal to the reimbursable costs incurred by Licensor up until the time of termination and an amount equal to the percentage of the license fee allocable for those sessions of the Meeting which were completed at the time the Agreement is terminated.

- (d) Licensor shall have the right to interrupt or terminate the Meeting if such interruption or termination is necessary to protect the safety of persons and property in and around the Rosemont Theatre. The reasons for which the Licensor may interrupt or terminate the Meeting pursuant to this Section include, but are not limited to, bomb threats, fire, acts by persons participating in the sessions of the Meeting, and acts by persons attending the Meeting.
- (e) If Licensor in its sole discretion determines that the reason the Meeting was interrupted or terminated under Section 21(d) was not the responsibility of the Licensee, then Licensee may retain possession of the Licensed Space for sufficient time to complete the Meeting unless Licensor has committed the Licensed Space for the additional time needed to complete the Meeting to another licensee. Licensee shall be responsible for any and all reimbursable costs which are incurred by Licensor during any additional time used by Licensee under this Section.
- (f) If Licensor in its sole discretion determines that the reason or cause for an interruption or termination under Section 21(d) is not the responsibility of Licensee, and it is not possible for Licensee to complete the Meeting, then the license fee provided for in Section 3(a) shall be prorated or adjusted. Licensee, however, shall continue to be liable for all other payments due Licensor under this Agreement.
- (g) If Licensor determines that the Licensee is responsible for an interruption or termination of the Meeting under Section 21(d), then Licensee shall continue to be liable for and shall make all payments which are provided for in this Agreement.

#### 22. COMPLIANCE WITH LAWS AND REGULATIONS

Licensee shall comply with all laws, ordinances and regulations adopted or established by Federal, State or local governmental agencies and shall comply with all rules and regulations which govern the use and occupancy of the Rosemont Theatre, including, but not limited to, the rules restricting smoking on the Rosemont Theatre premises. Licensee will not allow or permit anything to be done within or around the Rosemont Theatre which violates any such laws, ordinances, rules and regulations.

#### 23. CONTROL OF FACILITY AND LICENSOR'S RIGHT TO ENTER

- (a) In permitting Licensee to use the Licensed Space as provided in this Agreement, Licensor does not relinquish the right to exercise control over the Rosemont Theatre including the Licensed Space and to enforce all laws, rules and regulations.
- (b) Licensor reserves the right to eject or cause to be ejected from the Rosemont Theatre any person that Licensor deems to be objectionable. Licensor shall not be liable to Licensee for any damages that may be sustained by Licensee because of the exercise of its right to eject objectionable persons.
  - (c) Licensor's officers, employees, agents, concessionaires, and Licensor's

concessionaires' servants, employees and agents shall at all times have access to the Licensed Space in accordance with and upon presentation of passes issued to them by Licensor.

#### 24. PUBLIC SAFETY

Licensee and its agents and employees shall conduct themselves at all times in a manner which will not endanger persons or property in and around the Rosemont Theatre. Licensee, its agents and employees will observe and abide by all requests made by or on behalf of Licensor, the Village of Rosemont Department of Public Safety or any other governmental agency whose duty it is to preserve and protect persons and property in and around the Rosemont Theatre.

# 25. <u>BROADCASTING RIGHTS</u>

There shall be no radio or television broadcast of the Meeting, nor shall any radio or television broadcast originate from the Rosemont Theatre during the Use Date(s) without the prior written permission of the Licensor. Such permission may be conditioned upon Licensee furnishing and installing at its sole cost and expense, all equipment necessary for the broadcasting and removing all such equipment following the conclusion of the broadcast, and/or upon the payment of a fee by Licensee to Licensor.

#### 26. RECORDING

Licensee may make visual or audio recordings of sessions of the Meeting for use by Licensee and Licensee's employees without the written permission of the Licensor. Licensee may make visual or audio recordings of sessions of the Meeting for use by persons other than the Licensee and Licensee's employees provided that if such recording contains material which identifies or refers to the Rosemont Theatre, the Licensee must obtain the approval of Licensor prior to distributing the recording to persons other than Licensee's employees. Any costs incurred by Licensor as a result of the recording of any portion of the Meeting shall constitute a reimbursable expense of purposes of this Agreement. Licensor may require Licensee to make an advance payment equal to the estimated amount of such costs.

# 27. PROPERTY OF LICENSEE AND THIRD PERSONS

- (a) Any and all property which is owned by Licensee or is under Licensee's custody or control shall be kept at the Rosemont Theatre at Licensee's own risk. Licensor shall have no liability whatsoever if any such property is damaged, destroyed or lost, regardless of cause while it is located on the premises of the Rosemont Theatre.
- (b) Licensor will accept delivery of property at the Rosemont Theatre which is addressed to Licensee but shall do so only as a service to Licensee. Licensee will indemnify and hold the Licensor harmless for any loss or damage to any such property.

(c) Except to the extent that any claim is covered by the insurance which is provided under Section 28, Licensee shall indemnify and hold harmless Licensor from any claims made by any third party or costs related to claims made by any third-party including attorneys' fees for loss or damage to third party property located in the Rosemont Theatre which occurs on the Use Date(s).

# 28. INSURANCE

- (a) Licensee at its own cost and expense shall provide and keep in full force and effect during the Use Date(s) the following types of insurance policies with limits not less than the amounts specified below:
  - (i) Workmen's Compensation and Employer's Liability: As required by law
  - (ii) Commercial General Liability including
    Personal Injury Groups A, B and C, with Exclusion C deleted
    Contractual Liability Endorsement
    Bodily Injury/Property Damage \$1,000,000.00 combined single limit

Licensor (The Village of Rosemont and The Rosemont Theatre) must be named as an additional insured under the Commercial General Liability Insurance Policy. The Commercial General Liability Insurance Policy may consist of primary insurance as respects Licensee's negligence and umbrella coverages and must cover the Rosemont Theatre owned by the Licensor. <u>Licensee must provide Licensor with certificates of insurance and additional insured endorsement (Form CG 2026) or its equivalent</u> not less than thirty (30) days prior to the Use Date(s) which show that it has obtained the required insurance coverage from financially sound and reputable insurance companies.

- (b) Licensee shall not perform any act or omission or permit or suffer the performance of any act or omission which may reasonably result in either the cancellation or invalidation of any insurance policies maintained by Licensor or an increase in the premiums Licensor is required to pay for such insurance policies.
- (c) Licensor shall upon request provide Licensee with information as to the type and limits of the insurance coverage which Licensor has obtained that is applicable to the Rosemont Theatre.
  - 29. <u>INDEMNIFICATION FOR ACTS AND OMISSIONS BY LICENSEE,</u>
    <u>LICENSEE'S AGENTS, EMPLOYEES AND INDEPENDENT</u>
    CONTRACTORS

To the fullest extent permitted by law, the Licensee shall indemnify and hold

harmless the Licensor and Licensor's agents, officers and employees from and against all claims, judgments, damages, losses and expenses, including but not limited to attorneys' fees, which result directly or indirectly from the negligent or the reckless or willful acts or omissions of Licensee or Licensee's agents, officers and employees or independent contractors hired by the Licensee, and the Licensee shall at its own expense appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith and if any judgment shall be rendered against Licensor or against Licensor's agents, officers or employees, then Licensee shall, at it own expense, satisfy and discharge the same. Licensee expressly understands and agrees that any insurance protection which may be required by this Agreement or any other agreement or which is otherwise provided by Licensee shall in no way limit the Licensee's responsibility to indemnify, keep and save harmless and defend the Licensor and Licensor's agents, officers and employees as provided in this section.

# 30. <u>ASSIGNMENT</u>

- (a) Neither this Agreement nor any of the rights granted by this Agreement may be assigned, transferred, mortgaged, pledged, hypothecated or in any way encumbered or disposed of by Licensee without the prior written consent of Licensor. Any assignment, transfer or encumbrance or any attempted transfer, assignment or encumbrance without such consent shall be null and void and shall neither relieve Licensee of any of its obligations under this Agreement nor create any obligation on the part of Licensor.
- (b) A successor in interest of Licensee by merger, operation of law or valid assignment, purchase or otherwise of substantially the entire business of the Licensee shall succeed to all of the rights of Licensee and assume all of the obligations and duties of the Licensee under this Agreement provided that said successor gives prompt written notice to Licensor and accepts in writing all of the obligations and duties of the Licensee under this Agreement.
- (c) Licensor's consent to any assignment or other transfer by Licensee shall not be deemed to be a consent by Licensor to any further assignment or transfer.
- (d) Licensee shall not without Licensor's prior written consent, sub-license the Licensed Space or any part thereof, or permit the use or occupancy of all or any part of the Licensed Space by anyone other than Licensee.
- (e) Licensor has no right to grant to any third party the right to use the Licensed Space during the Use Date(s) as provided in this Agreement unless this Agreement is terminated.

#### 31. DEFAULT

If the Licensee fails to perform in accordance with or fails to comply with any of the terms and conditions contained in this Agreement, the Licensor shall have all the remedies provided for by law, and in addition, may: (1) Terminate this Agreement by giving written notice of termination to the Licensee. Upon the mailing of written notice of termination, this Agreement shall terminate and all rights and privileges granted or extended by this Agreement shall be deemed revoked. If this Agreement is terminated pursuant to this Subsection, then Licensee shall continue to be liable to Licensor for all reimbursable costs incurred pursuant to Section 5 of this Agreement by Licensor and shall also be liable for the fees specified in Sections 3 and 6 of this Agreement subject to a set off in the amount of any license fees which Licensor might receive from others for use of the Licensed Space on the Use Date(s). In addition, all deposits made by Licensee shall be retained by Licensor.

#### AND

(2) Deny Licensee and Licensee's officers, agents, employees and independent contractors hired by the Licensee admission to the Rosemont Theatre and the use and occupancy of the Licensed Space and remove from the Rosemont Theatre any personal property of the Licensee or Licensee's officers, agents, employees or independent contractors hired by the Licensee at Licensee's expense or place such property in a public warehouse or other place of safe keeping at Licensee's risk and expense.

# 32. LEGAL EXPENSES

Licensee shall pay Licensor all costs, expenses and attorneys' fees incurred by Licensor in enforcing the covenants and conditions of this Agreement.

#### 33. BANKRUPTCY

In the event that Licensee is adjudged a bankrupt, makes an assignment for the benefit of creditors, commits any other affirmative act of insolvency, files a petition or has filed against it a petition that is not discharged within ten (10) days fore reorganization, arrangement, debt moratorium or other relief for debtors under any bankruptcy, insolvency act, code or law or in the event a custodian, receiver or trustee shall be appointed for the business or property of Licensee, this Agreement shall not be considered an asset of the Licensee or Licensee's estate and Licensor may immediately terminate this Agreement upon notice to the Licensee and exercise any and all rights and remedies provided in Section 31.

#### 34. GOVERNING LAW

This Agreement shall in all respects, including validity, interpretation and effect be governed by the laws of the State of Illinois.

# 35. NON-WAIVER

The failure of Licensee or Licensor to insist on the other party's strict compliance with the terms and conditions contained in this Agreement shall not constitute a waiver of Licensor's and Licensee's right to insist that the other party in the future strictly comply with any and all of the terms and conditions contained in this Agreement and to enforce such compliance by any appropriate remedy.

# 36. NOTICES

- (a) Unless otherwise provided herein to the contrary, all notices, required or permitted under this Agreement shall be made in writing.
- (b) Unless otherwise provided herein to the contrary, if the notice is sent by certified or registered mail postage prepaid, then it shall be deemed to be given when it is deposited in the United States Mail and address as follows

#### IF TO LICENSEE:

Triton College 2000 N 5<sup>th</sup> Ave. River Grove, IL 60171

#### IF TO LICENSOR:

Rosemont Theatre Village of Rosemont 5400 N. River Road Rosemont, IL. 60018 Attn: Executive Director

Otherwise notice shall be deemed to be given when the notice is actually received by the party to whom it is directed.

(c) Either party may change to another single address the address to which such notices are to be sent by giving prior written notice to the other party.

# 37. <u>BINDING EFFECT</u>

This Agreement shall be binding upon and inure to the benefit of Licensor, its successors and assigns and shall be binding upon and inure to the benefit of the Licensee and its successors, executors, administrators, heirs and assigns subject to the provisions of Section 30 which limit Licensee's right to assign or transfer this Agreement.

#### 38. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

# \* The Rosemont Theatre License Agreement

These documents constitute the entire Agreement between the Licensor and Licensee with respect to the subject matter hereof and supersede all proposals oral or written and all negotiations, conversations and discussions heretofore had between the Licensor and the Licensee related to this Agreement.

# 39. MODIFICATION AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both the Licensor and the Licensee.

# 40. LICENSE ONLY

It is expressly understood by and between Licensor and Licensee that the rights which Licensee has pursuant to this Agreement to use the Licensed Space are in the nature of a license and that Licensee does not have a leasehold interest or any other interest in the Rosemont Theatre or in the property on which the Rosemont Theatre is located.

# 41. OTHER MATTERS

Licensor shall have the discretion to determine any questions and resolve any other matters that might arise which are not covered by this Agreement.

# 42. <u>CAPTIONS AND INDEX</u>

The index and captions used in this Agreement are for the convenience of the parties only and shall not affect the meaning of any of the provisions of this Agreement or be deemed a part of the Agreement.

#### 43. RIGHTS OF THIRD PARTIES

This Agreement does not confer any rights upon any member of the public, any person attending the Meeting or any other third party, unless this Agreement expressly and explicitly provides the third party with such right.

# 44. <u>APPROVAL OF CONTRACT</u>

It is agreed that this Agreement will not be in force until it has been signed by both Licensee and Licensor.

IN WITNESS WHEREOR date first written above.	F, Licensor and Licensee have made this Agreement as of the				
	LICENSOR: VILLAGE OF ROSEMONT				
	BY:				
	Patrick Nagle, Executive Director				
	Rosemont Theatre				
	LICENSEE: TRITON COLLEGE				
	BY:				
Attest:	Mark R. Stephens, Chairman of the Board				
	Triton College				

# TRITON COLLEGE, District 504 Board of Trustees

Meeting of November 18, 2025

ACTION EXHIBIT NO. 17306

SUBJECT: STUDENT COMMUNITY EMPLOYMENT EXPERIENCE WITH WONDER WORKS CHILDREN'S MUSEUM

RECOMMENDATION: That the Board of Trustees approve a S.E.E.D. (Skill Enhancement and Employee Development) Program Community Work Experience Partnership Agreement with the following businesses: Wonder Works Children's Museum, Oak Park, IL. Student compensation, if any, is at the discretion of the employer. The Agreement shall renew annually, unless cancelled by either party. In the event the Agreement is not renewed, students who are participating in the employment experiences at the time of expiration shall be allowed to complete such assignment under the terms and conditions set forth herein. The employers will work with Triton enrolled S.E.E.D. students at no cost to the College.

RATIONALE: The S.E.E.D. program is an employability skills program for neurodivergent individuals. The S.E.E.D. program requires weekly class instruction, individual coaching, and the completion of a 175-hour internship to complete the program and receive a certificate from Triton College's School of Continuing Education.

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 □

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

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

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

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

#### Employer Partner shall:

- Provide the student with a 175-hour on-site work experience within from O/20/25 until 10/20/26. This Agreement shall automatically renew for successive one (1) year terms unless terminated as provided above.
- Orient the student to the operation, to appropriate employees, and to the tasks and roles expected.
- Designate a qualified person to supervise the student's time, activities, and learning, provide any needed accommodations, and evaluate the student's performance.
- Complete and submit required documentation to CAAS by the deadline, including agreed-upon skill goals and learning objectives, work hours and attendance, and student evaluation and feedback forms.
- Contact the Coordinator of the S.E.E.D. program should a problem arise with a student.
- Not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical
  or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law.
  Employer certifies that it is an equal opportunity employer, maintains a sexual harassment and Drug Free
  Workplace policy.

#### Triton shall:

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

FOR EMPLOYER:	FOR TRITON COLLEGE, in an official capacity only				
NAME: Packel Weber	Mark R. Stephens, Chairman				
TITLE: Executive Director	Tracy Jennings, Secretary				
DATE: 18 20 25	DATE				

# Spring 2026 Triton College Continuing Education Guide

The following firms have been invited to submit bids for printing the Spring 2026 Triton College Continuing Education Guide. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Thirty-two (32) companies were directly solicited. Immediately after the closing hour for receiving bids, which was at 1:00 p.m. local time, Tuesday, October 14, 2025, the bids were publicly opened and read aloud in room A-300 by Danielle Stephens, Purchasing Manager and witnessed by Belen Hernandez, Purchasing Assistant.

COMPANY NET COST

Indiana Printing & Publishing Co 775 Indian Springs Rd Indiana, PA 15701 \$23,634.00

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

Recommendation along with tabulation is attached.

APPROVED:

Sean O'Brien Sullivan

Vice President – Business Services

A/C Number 01-80300520-540200005 A/C Name Marketing-Printing Budget \$ 293,000.00

 Budget
 \$ 293,000.00

 Prev. Expend
 123,664.10

 Schedule
 23,634.00

 Balance
 145,701.90

#### **MEMORANDUM**

To: Sean Sullivan

From: Sam Tolia Date: 10/15/23

Re: Bid Results

Four printers submitted a bid for the printing of the Spring 2026 Triton College CE Guide. These bids are based on printing 144,000 copies at 24 pages plus cover. The cover prints four-color on 80# Gloss Enamel Text and the body prints four-color on 30# Newsprint. Also included in the bid is an electronic proof (PDF), saddle stitching, storage and simplified mailing.

# The bid is as follows:

Blue Island Printing	\$29,362
FCL Graphics, Inc.	\$28,076
Woodward Printing	\$23,854
Indiana Printing and Publishing Company	\$23,634

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

#### **SPECIFICATIONS**

#### Name

Spring 2026 Triton College CE Guide

#### **Pages**

Please provide quote for 24 pages plus cover; quote cost of plus or minus four-page signatures.

#### Quantity

144,000; give price for additional M's.

#### Size

Tabloid format: 8.25" x 10.75".

#### Ink

Cover: Four color process. Body: Four color process.

#### **Paper**

Cover: 80# gloss enamel text Body: Good quality 30# newsprint

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

#### **Bleeds**

Cover bleeds four sides. Body does not bleed. (Finished trim size is 8.25" x 10.75.")

#### **Bindery**

Saddle Stitch

#### Copy

Files provided via email approximately Dec. 2, 2025.

#### **Proofs**

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

#### First Delivery

142,500 schedules to be prepared for simplified mailing and delivered approximately Jan. 5, 2026, to the Palatine Post Office Facility, 1300 E. Northwest Highway, Palatine, IL 60095-9997.

#### **Second Delivery**

500 schedules are to be delivered approximately Jan. 5, 2026, in easy-to-handle bundles not to exceed 40 lbs. in weight to: Triton College Warehouse, 2000 Fifth Ave., River Grove, IL 60171

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

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

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

Quote cost per thousand for simplified mailing.

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

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

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

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

In the event that you have any questions regarding the mail preparation, you can contact Lori Timothy Bagby at timbagby@triton.edu or (708) 456-0300, Ext. 3475.

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

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

	Tuesday October 14, 2025				
Spring 2026 Triton College Continuing Ed Guide Bid Tabulation	1:00pm				
Bid Tabulation					
Company Name:	Indiana Printing & Publishing				
	Company	FCL Graphics, Inc.	Woodward Printing	Blue Island Printing	
144,000 copies, 28 pages plus cover	\$ 23,634.00	\$ 28,076.00	\$ 21,754.00	\$ 29,362.00	
Additional signatures + 4	\$ 831.00	\$ 31,690.00	\$ 728.00	No Bid	
+ 8	\$ 1,594.00	\$ 31,199.00	\$ 1,456.00	No Bid	
+ 16	\$ 3,148.00	\$ 38,851.00	\$ 5,045.00	No Bid	
Less signatures - 4	\$ 763.00	\$ 25,992.00	\$ (728.00)	No Bid	
- 8	\$ 1,549.00	\$ 21,790.00	\$ (1,881.00)	No Bid	
- 16	No Bid	\$ 18,136.00	\$ (3,390.00)	No Bid	
Additional M's	\$ 147.71	\$ 185.00	\$ 164.00	\$ 170.00	
Ink : Cover: 4 color (process). Body: 4 color(process)	Included	Included	Included	Included	
Paper: Cover: 80# Gloss Enamel Text	Included	Included	Included	Included	
Body: 30# Newsprint	Included	Included	Included	Included	
Bindery	Included	Included	Included	Included	
Сору	Included	Included	Included	Included	
Proofs	Included	Included	Included	Included	
Delivery	Included	Included	\$ 2,100.00	Included	
Simplified mailing	Included	Included	Included	Included	
Total:	\$ 23,634.00	\$ 28,076.00	\$ 23,854.00	\$ 29,362.00	

Reindl Printing, Inc. Master Graphics, LLC Castle Printech 1100 S Main Street 121 Industrial Drive 1300 Johnson St DeKalb, IL 60115 Merrill, WI 54452 Rochelle, IL 61068 Color Art American Speedy Printing Centers Signature Offset 13801 E 33rd Pl, Unit F 1325 N Warson Rd 9832 Franklin Ave St. Louis, MO 63132 Franklin Park, IL 60131 Aurora, CO 80011 United Graphics LLC Midstates Inc North Shore Printers 1864 S Elmhurst Rd 4820 Capital Ave NE 535 S Sheridan Rd Aberdeen, SD 57401 Waukegan, IL 60085 Mt. Prospect, IL 60056 RR Donnelley Blue Island Newspaper Printing, Inc. Precise Printing Network 1536 Bourbon Parkway 262 W 147th St 2190 Gladstone Ct Ste A Streamwood, IL 60107 Harvey, IL 60426 Glendale Heights, IL 60139 John S Swift The Printing Works II Inc Breese Publishing P.O. Box 405 7750 Archer Rd 999 Commerce Ct Breese, IL 62230 Justice, IL 60458 Buffalo Grove, IL 60089 Viking Printing Woodward Printing Services Envision3 11 Means Drive 225 Madsen Dr 613 E. Indian School Road Phoenix, AZ 85012 Platteville, WI 53818 Bloomingdale, IL 60108 Vouge Printers FLC Graphics Inc. **Custom Bindery Services** 4600 N Olcott Ave 120 W Laura Drive 820 S Northpoint Blvd Addison, IL 60101 Waukegan, IL 60085 Harwood Heights, IL 60706 PA Hutchison Company Indiana Printing K.K Stevens Publishing Co. 100 N Pearl St 775 Indian Springs Rd 400 Pen Ave Indiana, PA 15701 Astoria, IL 61501 Mayfield, PA 18433 **EP Graphics** Data Reproduction Corporation Topweb 169 Jefferson St 5450 N Northwest Highway 4545 Glenmeade Lane Berne, IN 46711 Auburn Hills, MI 48326 Chicago, IL 60630 **Grace Printing & Mailing** M & G Graphics Consolidated Printing Company, Inc.

3425 Cleveland St Skokie, IL 60076

2070 Carboy Rd

Mt. Prospect, IL 60056

3500 W 38th St

Chicago, IL 60632

Doxim 600 Satellite Blvd NW Suwanee, GA 30024 Precise Printing Network, Inc. 219 Gladstone Ct Suite A Glendale Heights, IL 60139

SCHEDULE B48.08 VOLUME XLVIII November 18, 2025

#### FY2026 Admissions Welcome Packet

The following firms have been invited to submit bids for printing the FY2026 Admissions Welcome Packet. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Thirty-two (32) companies were directly solicited. Immediately after the closing hour for receiving bids, which was at 1:30 p.m. local time, Tuesday, October 14, 2025, the bids were publicly opened and read aloud in room A-300 by Danielle Stephens, Purchasing Manager and witnessed by Belen Hernandez, Purchasing Assistant.

COMPANY NET COST

RR Donnelley & Sons Company 227 W Monroe St., Suite 500 Chicago, IL 60606 \$11,230.00

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

Recommendation along with tabulation is attached.

APPROVED:

Sean O'Brien Sullivan

Vice President - Business Services

 A/C Number
 01-30100510-540200005

 A/C Name
 Admissions-Printing

 Budget
 \$ 47,000.00

 Prev. Expend
 0

 Schedule
 11,230.00

 Balance
 35,770.00

#### **MEMORANDUM**

To: Sean Sullivan

From: Sam Tolia / Date: 10/15/25 /

Re: Bid Results

Four printers submitted a bid for the printing of the Admissions Welcome Packet. These bids are based on the printing of 10,000 envelopes, pocket folders, letterhead and window clings. The pocket folder prints four-color on 100# Cougar Smooth Opaque Cover, letterhead two-color on 70# bright white and the envelope four-color on 24# white wove. Also included in the bid is an electronic proof (PDF), and delivery to Triton College.

# The bid is as follows:

Indiana Printing and Publishing Company	\$14,877
Grace Printing	\$12,152
FCL Graphics, Inc.	\$11,303
RR Donnelley & Sons Company	\$11,230

Accepting the bid from RR Donnelley & Sons Company is recommended.

#### **SPECIFICATIONS**

# Name

FY26 Admissions Welcome Packet

# Components

9"x 12" Envelope 8.75" x 11.75" Pocket folder 8.5"x 11" Letterhead 2/0 4.5" x 4.5" Car window cling

# Quantity

Please give pricing on: 10,000 (of each piece)

# **ENVELOPE**

# Size

9"x 12"

#### Ink

4/0

# Paper

Booklet envelope, 24# white wove

# **Bleeds**

No bleeds

# WINDOW CLING STICKER

#### Size

4.5" x 4.5"

Ink

4/0

# Bleeds

4 sides

#### **LETTERHEAD**

# Size

8.5" x 11"

# Paper

70# bright white

#### Ink

2/0

# **Bleeds**

No Bleeds

#### **FOLDER**

#### Size

Flat Size: 17.5" x 15.75" Final Size: 8.75" x 11.75"

#### Ink

4/4

#### **Paper**

100# Cougar Smooth Opaque Cover

#### **Bleeds**

4 sides

# **Finishing**

Die cut/score, trim and fold 4" pocket

# **Files**

Print ready PDFs.

#### **Proofs**

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

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

# **FY2026 Admissions Welcome Packet**

# Tuesday, October 14, 2025 at 1:30 pm

Vendor Name:	RR Donnelley & Sons Co		Grace Printing	FCL Graphics Inc.		Indiana Printing & Publising Company	
Cost							
Quantity 10,000(Enevelope, Pocket Folder,							
Letterhead, & Window Cling)	\$ \$ 10,685.00	\$	12,077.00	\$	11,103.00	\$	14,300.72
Delivery	\$ 545.00	\$	75.00	\$	200.00	\$	586.28
Total cost	\$ \$ 11,230.00	\$	12,152.00	\$	11,303.00	\$	14,887.00

Master Graphics, LLC Reindl Printing, Inc. Castle Printech 1100 S Main Street 121 Industrial Drive 1300 Johnson St Rochelle, IL 61068 DeKalb, IL 60115 Merrill, WI 54452 American Speedy Printing Centers Signature Offset Color Art 13801 E 33rd PI, Unit F 9832 Franklin Ave 1325 N Warson Rd St. Louis, MO 63132 Franklin Park, IL 60131 Aurora, CO 80011 United Graphics LLC Midstates Inc. North Shore Printers 535 S Sheridan Rd 1864 S Elmhurst Rd 4820 Capital Ave NE Aberdeen, SD 57401 Waukegan, IL 60085 Mt. Prospect, IL 60056 Blue Island Newspaper Printing, Inc, Precise Printing Network RR Donnelley 262 W 147th St 2190 Gladstone Ct Ste A 1536 Bourbon Parkway Glendale Heights, IL 60139 Streamwood, IL 60107 Harvey, IL 60426 John S Swift The Printing Works II Inc Breese Publishing P.O. Box 405 7750 Archer Rd 999 Commerce Ct Buffalo Grove, IL 60089 Justice, IL 60458 Breese, IL 62230 Viking Printing Woodward Printing Services Envision3 11 Means Drive 225 Madsen Dr 613 E. Indian School Road Phoenix, AZ 85012 Platteville, WI 53818 Bloomingdale, IL 60108 FLC Graphics Inc. **Custom Bindery Services** Vouge Printers 820 S Northpoint Blvd 120 W Laura Drive 4600 N Olcott Ave Harwood Heights, IL 60706 Addison, IL 60101 Waukegan, IL 60085 K.K Stevens Publishing Co. PA Hutchison Company Indiana Printing 775 Indian Springs Rd 100 N Pearl St 400 Pen Ave Mayfield, PA 18433 Indiana, PA 15701 Astoria, IL 61501 **EP Graphics** Data Reproduction Corporation Topweb 169 Jefferson St 5450 N Northwest Highway 4545 Glenmeade Lane Berne, IN 46711 Chicago, IL 60630 Auburn Hills, MI 48326

Consolidated Printing Company, Inc. 2070 Carboy Rd Mt. Prospect, IL 60056 Grace Printing & Mailing 3425 Cleveland St Skokie, IL 60076

M & G Graphics 3500 W 38th St Chicago, IL 60632 Doxim 600 Satellite Blvd NW Suwanee, GA 30024 Precise Printing Network, Inc. 219 Gladstone Ct Suite A Glendale Heights, IL 60139