



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, May 17, 2022

- I. CALL TO ORDER** May 17, 2022 at 6:30 p.m.
Boardroom (A-300)
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LVIII**
Minutes of the Organizational Meeting of April 19, 2022, No. 13
Minutes of the Regular Board Meeting of April 19, 2022, No. 14
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
 - A. Action Exhibits
 - 16734 Budget Transfers
 - 16735 Agreement with Athletico Management, LLC
 - 16736 Iris Booth Inc. – Photo Booth Purchase
 - 16737 Facility Fee Waiver: Federal Bureau of Investigation
 - 16738 Facility Fee Waiver: Cook County Clerk’s Office
 - 16739 Resolution Authorizing Public Hearing on Proposed FY 2023 Budget
 - 16740 Ellucian Enhancement and Support Services Agreement
 - 16741 American Digital – Purchase of Two Aruba 6405 Core Switches

- 16742 American Digital – Purchase of Network Hardware
- 16743 CDW Government – Purchase of Computer Software and Peripherals
- 16744 Heartland Business Systems – Purchase of Computer Hardware, Software, and Peripherals
- 16745 Agreement with Advocate Facilities
- 16746 Agreement with Advocate North Side Health Network
- 16747 Library Book Purchases from Amazon.com
- 16748 Library Membership & Database Purchases through CARLI
- 16749 Library Membership & Database Purchases through NILRC
- 16750 TRIO SSS Campus/Historical Tour to Atlanta, GA
- 16751 2022 Federal Transit Administration Certifications and Assurances
- 16752 First Amendment of Memorandum of Understanding with the Illinois Brotherhood of Electrical Workers Renewal Energy Fund, Inc.
- 16753 Agreement with iHeart Media
- 16754 Agreement with Interstate Outdoor Advertising
- 16755 Agreement with Total Traffic and Weather Network
- 16756 Agreement with View Transit
- 16757 Agreement with Effectv – a Comcast Company
- 16758 Agreement with Cumulus Media (WKQX Radio)
- 16759 Curriculum Recommendations

B. Purchasing Schedules

C. Bills and Invoices

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

E. Human Resources Report

Administrative Contract

Tina Lilly, Director of Business Services

XIV. COMMUNICATIONS – INFORMATION

A. Human Resources Information Materials

B. Informational Material

XV. ADJOURNMENT

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

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the organizational meeting of the Board of Trustees to order in the Boardroom at 6:50 p.m. Following the Pledge of Allegiance, roll call was taken.

Present: Ms. Norma Hernandez, Mr. Tracy Jennings, Mrs. Elizabeth Potter,
Mr. Rich Regan, Ms. Bertha Sanchez, Mr. Mark Stephens, Ms. Diane Viverito.

Absent: Mr. Glover Johnson.

CITIZEN PARTICIPATION

None.

REORGANIZATION OF THE BOARD

Member to serve as Chairperson of the Board

Mrs. Potter made a motion in nomination of Mark Stephens as Chairperson of the Board, seconded by Ms. Viverito. Voice vote carried the motion unanimously.

Member to serve as Vice Chairperson of the Board

Mr. Jennings made a motion in nomination of Diane Viverito as Vice Chairperson of the Board, seconded by Mr. Regan. Voice vote carried the motion unanimously.

Member to serve as Secretary of the Board

Mr. Jennings made a motion in nomination of Elizabeth Potter as Secretary of the Board. Mrs. Potter refused the nomination and the motion failed for lack of a second. Mrs. Potter made a motion in nomination of Tracy Jennings as Secretary of the Board, seconded by Mr. Regan. Voice vote carried the motion unanimously.

BOARD APPOINTMENTS

Treasurer

Vice President of Business Services Sean Sullivan currently serves as Treasurer.

Attorney

Kusper & Raucci Chartered and Franczek P.C. currently serve as the College's attorneys.

Auditors

Crowe LLP currently serves as the College's auditor.

Architects

Arcon & Associates currently serves as the College's architects.

Board Representatives to Outside Organizations

Norma Hernandez currently serves as Board representative to the Illinois Community College Trustees Association (ICCTA). Diane Viverito currently serves as Board representative to the American Association of Community Colleges (AACCC).

Board Committee Appointments

Diane Viverito currently serves as Chair of the Board Academic Affairs/Student Affairs Committee with Tres Johnson as member. Elizabeth Potter currently serves as Chair of the Board Finance/Maintenance & Operations Committee with Tracy Jennings as member. The full Board currently serves as the Auditing Committee.

Chairman Stephens stated that the current appointments will continue for another year.

NEW BUSINESS

ACTION EXHIBITS

16723 Regular Board Meeting Dates for Calendar Year 2023

The dates in 2023 are: January 24, February 21, March 21, April 25, May 16, June 20, July 18, August 22, September 26, October 17, November 21, December 19.

16724 Selection of Student Member of the Board of Trustees

TCSA elections were held on April 12 – 13, 2022 and Naidelin Alvarez was elected as the new Student Trustee.

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

RECOGNITION OF OUTGOING STUDENT TRUSTEE

Ms. Sanchez was presented with a plaque and thanked for her service to the Board of Trustees and students of Triton College.

SEATING OF STUDENT TRUSTEE

Attorney Sarie Winner issued the Oath of Office to Student Trustee Naidelin Alvarez.

ADJOURNMENT

Motion was made by Ms. Viverito to adjourn the meeting, seconded by Mr. Jennings. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 6:58 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Tracy Jennings
Board Secretary

Susan Page
Susan Page, Recording Secretary

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:58 p.m. The following roll call was taken.

Present: Ms. Naidelin Alvarez, Ms. Norma Hernandez, Mr. Tracy Jennings,
Mrs. Elizabeth Potter, Mr. Rich Regan, Mr. Mark Stephens, Ms. Diane Viverito.

Absent: Mr. Glover Johnson.

APPROVAL OF BOARD MINUTES

Ms. Viverito made a motion, seconded by Mr. Regan, to approve the minutes of the Regular Board Meeting of March 15, 2022. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

TCFA President Leslie Wester reflected on the Alumni Wall of Fame event held recently and the stories students tell about the importance of faculty, reminding the Board that faculty do everything they do for their students. She expressed concern about the merging of college readiness and students not being supported, and looks forward to the assessment of that decision. Ms. Wester reported that twelve carloads of supplies were recently collected to support Ukraine and thanked everyone for coming together in this effort. Ms. Wester applauded the auto and admissions area for the second annual car show coming up this weekend.

Adjunct Faculty Association President Bill Justiz congratulated Michael Mago for receiving the Outstanding Adjunct Faculty award.

STUDENT SENATE REPORT

TCSA President Jasmine Garcia reported on the successful Phi Theta Kappa induction ceremony last week and reported that Student Success Fest will be held next Wednesday from 11 am – 2 pm.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito reported that the committee met earlier this month, reviewed, and are in support of all of the items pertaining to academic and student affairs.

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on April 6, reviewed nine new business items and one purchasing schedule, and forwarded all items to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

Wrestling Team Recognition: Associate Vice President of Athletics Garry Abezetian thanked the Board and the entire college for their support of athletics. He introduced the Wrestling Team and coaches, acknowledging their hard work on the mat and in the classroom. The team had a great season, taking second in the district and qualifying nine out of ten weight classes for the national tournament. Chairman Stephens congratulated the team on a fantastic season and making the College proud.

Men's Basketball Team Recognition: Mr. Abezetian introduced the Men's Basketball Team, who made it to the Final Four in the NJCAA Division I National Tournament. First year head coach John Clancy was named the Illinois Basketball Association Coach of the Year. Coach Clancy introduced and thanked all the players and assistant coaches for their efforts and accomplishments. Chairman Stephens thanked the team for making Triton proud and for their hard work.

Outstanding Faculty Recognition: Vice President of Academic Affairs Susan Campos presented the Outstanding Full-Time Faculty of the Year Award to Dr. Richard Chan. Dr. Chan is from the Science Department where he teaches microbiology and anatomy & physiology. He is advisor to the SCI-MAD Club, serves on the Professional Development Committee, is a mentor in the TRIUMPH program, and volunteers at the Community Health Clinic. Dr. Campos presented the Outstanding Adjunct Faculty of the Year Award to Michael Mago who teaches accounting in the business department. Mr. Mago serves as faculty coordinator for students completing internships.

PRESIDENT'S REPORT

President Mary-Rita Moore announced that April is Community College month and declared Triton to be the best community college in the nation, noting that tonight's recognition will be continued next Board meeting. She discussed the many events occurring this time of year, including the Alumni Wall of Fame event where nine individuals were honored, and the Phi Theta Kappa induction ceremony, noting that for ten years in a row, Triton has been named a 5 Star Chapter. Next week is the Honors Ceremony to recognize students earning academic honors, and the Employee Retirement & Recognition Ceremony. President Moore congratulated TCSA President Jasmine Garcia on her upcoming graduation and thanked her for her participation and reports at meetings, representing the student body. Commencement will be an in-person event on May 14 at the Rosemont Theatre, Adult Education Graduation will be on May 21, and the Triton College Foundation Golf Outing will be held on June 30.

CHAIRMAN'S REPORT

Chairman Mark Stephens reported meeting with President Moore and receiving ideas from the committee looking at ways to help at-risk students in the district. He discussed the challenges that can affect children and put them on a path where they need assistance, and the importance of community colleges doing something to help. Mr. Stephens will continue to work with the President and other experts to determine what Triton College can do to make a difference.

NEW BUSINESS

ACTION EXHIBITS

With leave of the Board, the Action Exhibits were taken as a group, including:

- 16725 Budget Transfers**
- 16726 Certification of Chargeback Reimbursement for FY 2022**
- 16727 Sidearm Sports Service Agreement**
- 16728 Ellucian Experience Premium Cloud Software**
- 16729 Agreement with Edward Hospital**
- 16730 Agreement with University Eye Specialists, Ltd.**
- 16731 Addition and Change of Course Fees for Inclusive Access Program Effective Fall 2022**
- 16732 Curriculum Recommendations**
- 16733 Taping of Board Meetings**

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

PURCHASING SCHEDULES

B44.17 Welding Lab Expansion Mechanical / HVAC Project

Mrs. Potter made a motion to approve the Purchasing Schedule, seconded by Ms. Hernandez. Voice vote carried the motion unanimously.

BILLS AND INVOICES

Mr. Jennings made a motion, seconded by Ms. Hernandez, to pay the Bills and Invoices in the amount of \$3,306,347.74.

Roll Call Vote:

Affirmative: Ms. Alvarez, Ms. Hernandez, Mr. Jennings, Mrs. Potter, Mr. Regan, Ms. Viverito, Mr. Stephens.

Absent: Mr. Johnson.

Motion carried 6-0 with the Student Trustee voting yes.

CLOSED SESSION

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

Roll Call Vote:

Affirmative: Ms. Alvarez, Ms. Hernandez, Mr. Jennings, Mrs. Potter, Mr. Regan, Ms. Viverito, Mr. Stephens.

Absent: Mr. Johnson.

Motion carried 6-0 with the Student Trustee voting yes. The Board went into Closed Session at 7:50 p.m.

RETURN TO OPEN SESSION

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

Roll Call Vote:

Affirmative: Ms. Alvarez, Ms. Hernandez, Mr. Jennings, Mrs. Potter, Mr. Regan,
Ms. Viverito, Mr. Stephens.

Absent: Mr. Johnson.

Motion carried 6-0 with the Student Trustee voting yes. The Board returned to Open Session at 8:16 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

Mrs. Potter made a motion, seconded by Ms. Viverito, to approve pages 1 – 5 of the Human Resources Report, items 1.1.01 through 1.1.33. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Mrs. Potter made a motion, seconded by Mr. Regan, to approve pages 6 – 8 of the Human Resources Report, items 2.1.01 through 2.6.01. Voice vote carried the motion unanimously.

3.0 Administration

Ms. Viverito made a motion, seconded by Mr. Jennings, to approve page 9 of the Human Resources Report, items 3.1.01 through 3.2.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Ms. Viverito made a motion, seconded by Mr. Regan, to approve pages 10 – 12 of the Human Resources Report, items 4.1.01 through 4.4.01. Voice vote carried the motion unanimously.

5.0 Mid-Management

Mrs. Potter made a motion, seconded by Mr. Jennings, to approve pages 13 and 14 of the Human Resources Report, items 5.1.01 through 5.5.02. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Mr. Jennings made a motion, seconded by Mr. Regan, to approve pages 15 - 17 of the Human Resources Report, items 6.1.01 through 6.3.02. Voice vote carried the motion unanimously.

7.0 Other

Mrs. Potter made a motion, seconded by Ms. Viverito, to approve page 18 of the Human Resources Report, items 7.1.01 through 7.3.02. Voice vote carried the motion unanimously.

ADJOURNMENT

There being no further business before the Board, the Chairman asked for a motion to adjourn. Motion was made by Mrs. Potter to adjourn the meeting, seconded by Ms. Viverito. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 8:20 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Tracy Jennings
Board Secretary

Susan Page
Susan Page, Recording Secretary

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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16734

SUBJECT: BUDGET TRANSFERS

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

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

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

**PROPOSED BUDGET TRANSFERS - FY 2022
FOR THE PERIOD 4/1/22 to 4/30/22**

FROM		
ID#	AREA	ACCT #
EDUCATION FUND		
1	Science	01-10101565-530900010
2	Social Science	01-10102045-550100010
3	English	01-10102510-540600010
4	Dean of Retention	01-30200520-550300005

TO		
AREA	ACCT #	AMOUNT
Science	01-10101565-540100210	\$ 4,000.00
Social Science	01-10102045-540600010	500.00
English	01-10102510-550100010	100.00
Dean of Retention	01-30200520-540900505	3,500.00
TOTAL EDUCATION FUND		\$ 8,100.00

FROM		
ID#	AREA	ACCT #
BUILDING FUND		
5	Construction	02-70900501-580400005
6	Construction	02-70900501-580400005

TO		
AREA	ACCT #	AMOUNT
Equipment Maintenance	02-70100520-540100505	\$ 10,000.00
Utilities	02-70600510-570300000	400,000.00
TOTAL BUILDING FUND		\$ 410,000.00

FROM		
ID#	AREA	ACCT #
RESTRICTED FUND		
7	Biotechnology Perkins	06-20905033-510600010
8	ICCB WEI3	06-30905014-540100240

TO		
AREA	ACCT #	AMOUNT
Biotechnology Perkins	06-20905033-540100210	\$ 900.00
ICCB WEI3	06-30905014-580500010	10,000.00
TOTAL RESTRICTED FUND		\$ 10,900.00
TOTAL PROPOSED BUDGET TRANSFERS		\$ 429,000.00

Budget Transfer Form

Dollar Amount \$4000

From what Budget Account 01 - 10101565 - 530900010 **Object Code Description** Science : Other Contractual Services

To what Budget Account 01 - 10101565 - 540100210 **Object Code Description** Science : Instructional Supplies

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

Grant Accountant? _____ Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Most of the contractual services have been completed or scheduled for this FY, I've left enough in this account for the remaining services this year (such as Science Speaker series).

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

We've had some delayed purchases due to supply chain issues and we need to purchase more laboratory materials for this summer semester and can't wait until the new FY to order. Our lab tech, Izabela Szwarczewska, has cleared these with John McGarry.

Required Signatures

Requestor DocuSigned by: Sheldon Turner 4/7/2022

Cost Center Manager DocuSigned by: Sheldon Turner 4/7/2022

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President DocuSigned by: Paul Jensen 4/7/2022

Area Vice President DocuSigned by: Susan Campos 4/7/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: [Signature]

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 4/11/22

Entered by: BLOG2 DS 4/11/22

Budget Transfer Form

Dollar Amount \$500

Object Code Description

From what Budget Account 01 10102045 550100010

Social Science : Meeting Expense-Prof Dev

To what Budget Account 01 10102045 540600010

Social Science : Prof Dev-Publications & Dues

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

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

Grant Accountant?

Include Attachments: Yes [] No [X]

Rationale:

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

Transfer of funds from this account will not negatively affect faculty professional development due to the decrease in professional development travel caused by the pandemic. Decreased travel means fewer funds are needed to cover conference registration costs.

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

Faculty devoted increased resources to membership in professional associations in response to restricted travel opportunities because of the pandemic. The additional funds are dedicated to paying association membership fees for full time faculty.

Required Signatures

Requestor

DocuSigned by: Bill Decker 4/8/2022
AA4F067FBE764B4...

Cost Center Manager

DocuSigned by: Bill Decker 4/8/2022
A83FD67FBE764B4...

Associate Dean (If Applicable)

Dean (If Applicable)

DocuSigned by: Paul Jensen 4/8/2022
815C006B19741E...

Associate Vice President

DocuSigned by: Paul Jensen 4/8/2022
815C006B19741E...

Area Vice President

DocuSigned by: Susan Campos 4/14/2022
87U6745E0B1A849...

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 4/18/22

Entered by: BL097 DS 4/18/22

Budget Transfer Form

Dollar Amount \$3,500.00

From what Budget Account 01 - 30200520 - 550300005 Object Code Description Dean of Retention Travel-Out Of State

To what Budget Account 01 - 30200520 - 540900505 Object Code Description Dean of Retention-Other Materials & Supplies

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

Grant Accountant? _____ Include Attachments: Yes No

Rationale:

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

These funds are no longer needed in out of state travel due to pandemic and many of the conferences and workshops still being offered in a virtual format. We were able to save in this line item with multiple staff attending in a shared virtual format

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

Money is needed to support student engagement and onboarding activities such as new student orientation and the surge symposium to create an environment of welcome, school spirit and a sense of belonging.

Required Signatures

Requestor DocuSigned by: Julia Willis 4/1/2022

Cost Center Manager DocuSigned by: Denise Jones 4/4/2022

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President DocuSigned by: Hilary Meyer 4/4/2022

Area Vice President DocuSigned by: [Signature] 4/4/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: [Signature]

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 4/5/22

Entered by: BL08505 4/6/22

Budget Transfer Form

Dollar Amount \$10,000.00

From what Budget Account 02 - 70900501 - 580400005 Object Code Description Construction - Building Remodeling \$50K

To what Budget Account 02 - 70100520 - 540100505 Equipment Maintenance-Vehicle Supplies

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

Grant Accountant? _____ Include Attachments: Yes [] No [X]

Rationale:

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

Construction projects have been delayed for a later time or eliminated from FY22.

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

Due to fuel cost increase we are in need for funds to cover April 2022 fuel invoices.

Required Signatures

Requestor Rebecca Chavez 4/18/2022
DocuSigned by: 0E92960076D1A488...

Cost Center Manager Johm Lambrecht 4/18/2022
DocuSigned by: 019Y43093BCAHE8...

Associate Dean (if Applicable) _____

Dean (if Applicable) _____

Associate Vice President Colleen Rockafellow 4/18/2022
DocuSigned by: 857C58A4F245E1E...

Area Vice President Sean Sullivan 4/19/2022
DocuSigned by: 612220251E274A1...

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: M

Exec. Dir. of Bus. Operations: AK

VP of Business Services: Edna 4/19/22

Entered by: BL0101 DS 4/19/22

Budget Transfer Form

Dollar Amount \$400,000.00

From what Budget Account 02 70900501 580400005 Object Code Description Construction Building Remodeling >50K

To what Budget Account 02 70600510 570300000 Utilities - Electricity

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

Grant Accountant? _____ Include Attachments: Yes () No (X)

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 There were less Construction Projects completed then originally budgeted.

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

Electricity Costs were higher than anticipated due to a combination of rising rates plus additional usage associated with Covid ventilation and filtering measures.

Required Signatures

Requestor John Lambrecht 4/5/2022

Cost Center Manager John Lambrecht 4/5/2022

Associate Dean (If Applicable) _____

Dean (If Applicable) _____

Associate Vice President John Lambrecht 4/5/2022

Area Vice President Sean Sullivan 4/5/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance _____

Exec. Director of Finance: [Signature]

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 4/7/22

Entered By: B608705 4/7/22

Budget Transfer Form

Dollar Amount \$900.00

From what Budget Account 06 20905033 510600010 Object Code Description Biotechnology Perkins : Clerical - Part-Time

To what Budget Account 06 20905033 540100210 Object Code Description Biotechnology Perkins : Instructional Supplies

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

Grant Accountant? David Rodriguez Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
The funds will no longer be used for clerical part-time activities this fiscal year.

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

Additional funds for instructional supplies are needed for this fiscal year to support the grant's activities. This transfer is allowable per grant guidelines.

Required Signatures

Requestor Gabriel Guzman 4/5/2022

Cost Center Manager Gabriel Guzman 4/5/2022

Associate Dean (if Applicable) Derek Salinas-Lazariski 4/7/2022

Dean (if Applicable) _____

Associate Vice President Paul Jensen 4/7/2022

Area Vice President Susan Campos 4/7/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: DR APR 11 2022

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 4/12/22

Entered by: B6093 DS 4/13/22

Budget Transfer Form

Dollar Amount \$10000

From what Budget Account 06 30905014 540100240 Object Code Description Student Supplies

To what Budget Account 06 30905014 580500010 Equipment-Computer

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

Grant Accountant? Elizabeth Zydron Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 A WEI3 Budget Modification was completed and approved on 4/7/2022 by the Illinois Community College Board. In accordance with the budget modification, \$10,000 is no longer needed in student Supplies and is available for transfer to the Equipment-Computer line.

Explain specifically why additional funds are needed in the receiving account:
 Following the budget modification approved by the Illinois Community College Board, an additional \$10,000 is needed to cover the Equipment-Computer line.

"This is an allowable transfer under the ICCB WEI3 grant guidelines."

Required Signatures

Requestor Will White 4/7/2022

Cost Center Manager Will White 4/7/2022

Associate Dean (If Applicable) Raquel Cohens 4/7/2022

Dean (If Applicable) _____

Associate Vice President Susan Campos 4/7/2022

Area Vice President Mary-Rita Moore 4/8/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: E Zydron 4/11/22

Asst. Director of Finance _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: [Signature] 4/13/22

Entered by: BLO94 DS 4/13/22

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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16735

SUBJECT: AGREEMENT WITH ATHLETICO MANAGEMENT, LLC

RECOMMENDATION: That the Board of Trustees approve the Agreement with Athletico Management, LLC for athletic trainer services beginning July 1, 2022 through June 30, 2023. Athletico will provide a certified Athletic Trainer at a rate of \$27.32 per hour up from \$26.52 per hour. The total cost of this Agreement will not exceed the amount of \$38,000 (an increase of \$3,000 from the previous Agreement) due to experience in increased post season play.

RATIONALE: Triton College outsourced its athletic training needs with Athletico in place of a full-time Athletic Trainer position and continues to find this option to be highly responsive. Athletico is an established company that meets Triton's needs, providing on-site athletic trainers for our athletes participating on Triton's intercollegiate athletic teams.

Sean Sullivan

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

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No



Athletic Training Services Agreement

This ATHLETIC TRAINING SERVICES AGREEMENT (together with all attachments incorporated herein, this "Agreement") is made and entered into as of April 26, 2022 by and between Athletic Management, LLC, a Delaware limited liability company ("Athletico") and Triton College District 504 ("Client" and, together with Athletic, each a "Party" and, collectively, the "Parties").

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

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

- 1. Engagement.** Client hereby engages Athletic to provide the athletic training services set forth on Exhibit A (the "Services") on behalf of Client under the terms and subject to the conditions set forth in this Agreement. Client hereby acknowledges and agrees that (a) the Services shall in no way be considered a substitute for the services of a physician, (b) the Services shall not involve the practice of medicine as regulated by the Illinois Department of Financial and Professional Regulations, (c) the Services are regulated by the Illinois Department of Financial and Professional Regulations under the Illinois athletic training practice act and (d) Athletic shall perform the Services solely under the direction and control of Client and its athletic trainers, physicians, employees and agents. Client is responsible for obtaining and maintaining a team physician or consulting physician, who holds a valid and unrestricted license in the applicable state(s), for the Term (as defined below). Athletic, in its sole discretion, will assign athletic trainer(s) to provide the Services. Athletic reserves the right to substitute an assigned athletic trainer with an equally qualified athletic trainer as necessary. Athletic maintains the final decision for athletic trainer assignment.
- 2. Compensation.** In consideration for the Services, Client shall (a) perform each obligation set forth under the heading "Client Responsibilities" on Exhibit A and (b) pay Athletic the fees set forth on Exhibit B. Client shall provide payment to Athletic thirty (30) days from the invoice date.
- 3. Schedule Changes and Cancellations.** Client must notify Athletic of any change to the event schedule set forth on Exhibit A no later than fourteen (14) business days prior to the applicable event. If Client fails to provide such notice for any event, Athletic, at its option, may decline to provide the Services at such event. Client shall notify Athletic as early as practicable if inclement weather or unplayable surfaces are suspected prior to any event.
- 4. Late Payments.** All payments not received by Athletic within thirty (30) days after the date of invoice shall bear interest at the rate of 1% per month (or the highest rate permitted by applicable law, if lower) until final payment is made. Client shall be responsible for all costs of collection incurred by Athletic, including court costs and reasonable attorneys' fees. Additionally, in any instance that Client fails to provide payment to Athletic within sixty (60) days after the date of invoice, Athletic may pause any or all services until it receives all late payments from Client.
- 5. Term of Agreement.** The term of this Agreement (the "Term") shall be from July 1, 2022 to June 30, 2023. Notwithstanding the foregoing, (a) either Party may terminate this Agreement immediately by notice upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, upon the other Party making an assignment for the benefit of creditors or admitting in writing its inability to pay its bills, upon the other Party's insolvency or upon the other Party ceasing to do business; (b) either Party may terminate this Agreement upon notice in the event of a breach of this Agreement by the other Party that is not cured within thirty (30) days after written notice thereof; (c) Athletic may terminate this Agreement upon notice if Client fails to pay any amount owed hereunder within sixty (60) days after the date on which such amount was due; and (d) Athletic may terminate without cause on thirty (30) days prior written notice to Client. In the event of termination by the Client, Client shall pay any fees and expenses owed to Athletic as of the effective date of termination. Any obligations set forth in the Compensation, Opportunities, Indemnification, Confidentiality, or Non-Interference sections of this Agreement shall survive the termination of this Agreement.
- 6. Opportunities.** During the Term and for a one (1)-year period after the expiration of the Term or earlier termination of this Agreement, before Client may enter into any agreement with a third party for physical therapy or athletic training services or for sponsorship in the designated category described in this Agreement, Client shall first offer the opportunity to Athletic on the same terms and conditions as offered to or by the third party. Athletic shall have thirty (30) days during which to accept said offer. If Athletic does not accept said offer within thirty (30) days, Client may accept the third party offer. If Client does not enter into an agreement with the third party on the terms and conditions offered to Athletic within ninety (90) days after the expiration of such thirty (30) day period, Client's right to enter into the agreement shall expire and the procedure described in this Section 6 shall again be applicable.
- 7. Insurance.** During the term of this Agreement, each Party shall procure and maintain adequate and commercially reasonable insurance coverage (including, in the case of Athletic, professional liability coverage) from financially responsible insurance companies duly authorized to provide such insurance in the state of such Party's organization, which insurance shall be in full compliance with all applicable statutory requirements. Client shall add Athletic as an additional insured under its liability insurance policy and provide evidence thereof upon Athletic's written request.

8. Indemnification and Waivers.

- a. **Athletico.** Athletico shall indemnify, defend, and hold harmless Client, its directors, officers, and agents from and against any and all liability, suits, claims, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees and court costs, to the extent caused by, resulting from or related to (i) any negligent or reckless act or omission, or intentional misconduct, of Athletico, or any of its employees or agents, in performing this Agreement, (ii) any breach of this Agreement by Athletico or (iii) the failure of any equipment supplied by Athletico.
- b. **Client.** Client shall indemnify, defend and hold harmless, Athletico, its affiliates, officers, agents and employees, from and against any and all liability, suits, losses, damages, costs and expenses whatsoever, including, without limitation, reasonable attorney's fees and court costs, to the extent caused by, resulting from or related to (i) any act or omission, or intentional misconduct, of Client, or any of its employees or agents, in performing this Agreement, (ii) any breach of this Agreement by Client, (iii) the failure of any equipment that is not supplied by Athletico or (iv) any event at which the Services are being provided, except to the extent resulting from the provision of the Services by Athletico.
- c. **Limitations.** In no event shall either Party be liable hereunder (whether in action in negligence, contract or tort or otherwise) for any indirect, incidental, special, consequential or punitive damages. Athletico's aggregate liability related to this Agreement shall not exceed the aggregate fees paid to Athletico by Client hereunder, except to the extent such liability is caused by, or results from, Athletico's reckless act or omission or intentional misconduct.
- d. **Participant Waiver of Liability.** Client shall collect and maintain executed liability waivers from each participant which include an express consent to have Athletico's athletic trainers, physical therapists, massage therapists or other personnel provide participant with medical assistance and/or treatment and agreement by the applicable participant to hold harmless and indemnify all such Athletico personnel from all liability, loss, cost or other claim of damage whatsoever, including, injury, death or damage to property. If any participant is under the age of 18, such participant's waiver must also be executed by such participant's parent or legal guardian. Client shall provide Athletico with copies of such waivers or access to such waivers upon Athletico's written request. The failure to secure or maintain such waivers shall constitute a material breach of the Agreement.
- e. **HIPAA Waivers.** If Client desires to receive any protected health information of a participant from Athletico, Client shall cause such participant (or such participant's parent or guardian if such participant is under the age of 18) to execute and deliver to Athletico an acceptable Authorization for Release of Health Information.
- f. **Management Plans.** Notwithstanding the foregoing, Client is responsible for designing and implementing its concussion management plan in compliance with applicable state and federal laws, and Athletico shall not have any responsibility or liability for the design or implementation for such plan.

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

If to Client: Triton College District 504 c/o Garrick Abezetian
2000 5th Avenue, River Grove, Illinois 60171, United States

And

If to Athletico: Athletico Management, LLC. c/o Robert Delmore, Michael Overturf, Jason Bannack, and
Jason Barclay
2122 York Road, Suite 300, Oak Brook, IL 60523

10. Miscellaneous.

- a. **Governing Law/Arbitration.** This Agreement shall be governed by the laws of the State of Illinois (excluding its choice of law principles). The parties agree that any disputes arising hereunder that the Parties cannot resolve themselves shall be settled by binding arbitration with a single arbitrator agreed to by the Parties, or if the Parties cannot agree, by a single arbitrator selected by the American Arbitration Association, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be conducted using the Federal Rules of Evidence and the Federal Rules of Civil Procedure, to the extent applicable. Unless the parties agree otherwise in writing, the arbitration hearing shall be held in DuPage County, Illinois.
- b. **Compliance with Laws.** Each Party shall comply with all applicable laws and regulations, including, without limitation, those governing the release and handling of patient medical records. Client shall not request any Service, the performance of which would require Athletico to violate any applicable wage and hour law or other law related to working conditions. Client represents that it has informed Athletico of all job requirements, trainings, and background checks that are reasonably necessary for Athletico's certified athletic trainers to provide the Services.
- c. **Severability.** If any provision of this Agreement is held to be invalid as applied to any fact or circumstance, it shall not affect the remaining provisions or the same provision as applied to any other fact or circumstance.
- d. **Counterparts/Electronic Delivery.** This Agreement may be executed in multiple counterparts, and by facsimile, portable document format (.pdf) or other electronic means, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

- e. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes any and all other agreements between the Parties, either oral or in writing, with respect to the subject matter of this Agreement.
- f. **Change in Law.** If either Party determines that this Agreement would violate any applicable law, rule or regulation, or that there is a change in the law, whether or not that change has gone into effect, and such change has had, or is reasonably likely to have, a material adverse effect on such Party's rights or obligations under the Agreement or the cost to provide the Services under the Agreement, this Agreement shall be immediately suspended upon written notice to the other Party to the extent necessary to resolve the issue, and the Parties shall negotiate in good faith in an effort to agree on appropriate revisions to this Agreement to reach a resolution to the issue, including renegotiating the terms of Exhibit A or Exhibit B attached hereto. If the Parties are unable to agree upon appropriate revisions within thirty (30) days after commencing such negotiation, either Party may terminate this Agreement upon notice to the other Party.
- g. **Uncontrollable Event.** The occurrence of an event which prevents a Party from performing its obligations or duties hereunder which is beyond the reasonable control of the Party affected, and which could not reasonably have been foreseen or provided against, including, acts of God, labor difficulties, riots, strikes, war, and acts of state or governmental action prohibiting any party from performing its respective obligations under the Agreement ("Uncontrollable Event") shall not excuse such Party from the performance of its obligations or duties under this Agreement, but shall merely suspend such performance during the Uncontrollable Event. Such obligations shall resume when such Party is no longer prevented from performing. If an Uncontrollable Event occurs, the Party prevented from performing its obligations must immediately send notice to the other Party giving full particulars of the event and the reason(s) that Party is prevented from performing its obligations under this Agreement and that Party must use its reasonable efforts to mitigate the effect of the Uncontrollable Event upon its or their performance of the Agreement and to fulfill its or their obligations under the Agreement. An Uncontrollable Event does not relieve a party from liability for obligations which arose before the occurrence of an Uncontrollable Event, nor does it excuse payment obligations. If an Uncontrollable event prevents a Party from performing its obligations for more than thirty (30) days, the other Party may immediately terminate this Agreement upon notice to the affected Party. If this Agreement is terminated due to an Uncontrollable Event, the affected Party shall pay any fees and expenses owed to the other Party as of the effective date of termination. Notice required under this section shall be sent in accordance with Section 9 of this Agreement.
- h. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent; provided that Athletico may freely assign this Agreement to any affiliate or to any entity who acquires a majority of its ownership interests or a majority of its assets or the assets of any business unit of Athletico. This Agreement shall inure to the benefit of and be legally binding on the Parties hereto, their successors and assigns.
- i. **Non-Interference.** During the Term, including any initial and renewal terms, and for a two (2)-year period after the expiration of the Term or earlier termination of this Agreement, the Client agrees that it will not, directly or indirectly (e.g., by hiring or contracting with or using another company that hires or contracts with Athletico's employees), through any director, officer, employee, agent, staffing agency, or affiliate, without the express written consent of Athletico (which consent may be withheld in Athletico's sole discretion for any reason), solicit, take any action that constitutes, results or may reasonably be expected to result in soliciting, contract, engage, hire or employ any person who is, or at any time was, an employee of Athletico. Further, Client shall not encourage, induce or attempt to induce any employee of Athletico or its affiliates to terminate his or her employment with Athletico, or otherwise recommend that any third party hire any employees of Athletico or its affiliates, or otherwise assist any third party in connection with any of the foregoing actions, without the written approval of Athletico. If Client wants to hire an athletic trainer (the "Athletic Trainer") that was employed by Athletico within the prior twelve (12) months from the date of Athletic Trainer's hire, then Athletico may, in its sole discretion, agree to allow Client to hire the Athletic Trainer in exchange for Client paying Athletico a \$10,000 finder's fee (the "Finder's Fee") Client shall pay Athletico the Finder's Fee within ten (10) days following the permitted hire of the Athletic Trainer.
- j. **Student Records.** To the extent Athletico generates or maintains records related to a student, Athletico agrees to comply with the Family Educational Rights and Privacy Act (FERPA) to the same extent as such laws and regulations apply to the Client and shall limit access to only those employees or agents with a need to know.
- k. **Evidence of Physical Fitness.** Upon request from Client, Athletico shall provide evidence to the Client that its employees are physically fit to perform the duties required to complete the Services and are free from communicable diseases in compliance with Section 24-5 of the Illinois School Code, 105 ILCS 5/24-5.
- l. **No Discrimination.** Neither party shall discriminate against any person on the grounds of race, color, national origin, religion, age, disability or any other classification protected by applicable law in discharging its respective duties and responsibilities under this Agreement. It is the policy of Athletico to provide equal employment opportunities for all qualified applicants and employees, without regard to race, color, creed, religion, sex, national origin, nationality, ancestry, citizenship status, age, pregnancy, childbirth, marital status, sexual orientation (including gender-related identity), physical or mental disability, genetic information, H.I.V. status, status as a victim of domestic violence, order of protection status, military status, unfavorable discharge from military service, veteran status, liability for service in the Armed Forces of the United States or any other classification protected by applicable law.
- m. **Waiver; Amendment.** No waiver of any provision hereof shall be effective unless expressly made in writing and executed by the Party making the waiver. The failure of any Party to insist on performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the further performance of any such term or condition, and the obligations of the Parties with respect thereto shall continue in full force and effect. This Agreement may only be amended in a writing that is duly executed by both Parties.
- n. **Captions.** The captions used in this Agreement as headings of the various sections are for convenience only and are not and shall not be used to construe any part of this Agreement.

- o. **Authority to Execute.** Each Party hereby represents and warrants that the party executing this Agreement on its behalf has full authority to execute this Agreement on its behalf.
- p. **No Partnership.** Nothing in this Agreement is intended to, or shall be construed to, constitute or establish an agency, partnership, joint venture, franchise or fiduciary relationship between the Parties. Neither Party shall have the right, or shall hold themselves out to have the right, to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other except as expressly provided herein.
- q. **Confidentiality.** Each party will keep the terms of this Agreement confidential, except as required by applicable law, including but not limited to FOIA requests, or legal process.
- r. **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all together shall constitute but one in the same instrument.

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

ATHLETICO MANAGEMENT, LLC

By:

,

Triton College District 504

By:

Mark R. Stephens, Board Chairman ,

EXHIBIT A

CLIENT RESPONSIBILITIES:

- a. Client must submit schedule changes within fourteen (14) business days prior to event in question. Failure to do so will mean possible forfeiture of coverage, depending on available personnel.
- b. Name Athletico as "The Official Provider of Physical Therapy and Athletic Training for Triton College" in all press releases, radio spots, newsletters, related materials and website. Athletico will be designated as the exclusive provider in the Physical Therapy, Occupational Therapy, Athletic Training, Work Rehab and Sports Medicine category.
- c. Client shall mention Athletico Physical Therapy in all press releases, radio spots, newsletters, or related materials.
- d. Client shall cause each athlete to obtain all equipment required by any applicable laws, rules or industry and/or governing body standards or policies or as needed to protect against all foreseeable or unforeseeable injuries. Neither Athletico nor any of its athletic trainers, employees, or other agents makes any representations or warranties regarding any equipment not specifically provided by Athletico and none of the foregoing shall be liable for any failure of any equipment to function properly.
- e. Client will grant opportunity for Athletico to provide content for PA announcements during the halftimes of each applicable home contest as well as all hosted playoff events as approved by the IHSA .
- f. Client shall establish a link, logo and information pertaining to Athletico's assigned certified athletic trainer and all Athletico services to Client website.
- g. Client shall educate the players and parents of their teams on the importance of medical care and follow-up if necessary with an Athletico facility after injury.
- h. Client shall provide a link and logo to Athletico, and by doing so, grants unconditional use of all such images for use on the www.athletico.com website affiliation section, or any other website maintained by Athletico for purposes of promoting its athletic training services to others.
- i. Client shall place one Athletico banner in the main gymnasium and football field for the Term of the Agreement.
- j. Client shall provide a full-page ad in team program. Athletico will provide the artwork.
- k. Client to provide Athletico opportunity to present at seasonal/team parent meetings.
- l. Client shall provide Athletico with access to facilities, at no cost, as necessary to carry out its responsibilities under this Agreement.
- m. Client shall provide Athletico athletic trainer(s) reasonable access to a telephone and computer/laptop in, or in close proximity to, the location where services are being provided.
- n. Client shall provide Athletico with a dedicated area, at no cost, to perform the Services.
- o. Client shall provide Athletico with all reasonably necessary and required supplies and equipment, at no cost, in connection with the performance of the Services upon written request from Athletico.
- p. Client shall provide for the transportation of injured athlete to an on-site or off-site treatment location in non-emergency situations. Client shall take all necessary steps for the transportation of injured athlete, including, but not limited to, calling 911, in emergency situations.
- q. Client shall provide Athletico with a list of locations of emergency telephones, emergency contacts, and emergency procedures. Athletico shall assist with the creation and maintenance of this list as necessary.
- r. Client shall be responsible for all expenses incurred by the athletic trainer including parking and food.
- s. Client shall take necessary steps and adopt any required policies needed to facilitate the communication between Client, including its Athletic Department and coaches, and Athletico.
- t. Client shall cooperate with Athletico in all other respects to achieve the objectives of this Agreement.

ATHLETICO RESPONSIBILITIES:

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

- a. One (1) licensed, certified athletic trainer will be available after school Monday-Friday for pre-event taping, home event coverage. Coverage will also be made available on Saturdays per practice and home event schedule. An Athletic Trainer will be assigned for coverage at 32 hours per week per season. Season is defined by the sanctioning body or as otherwise agreed upon by the Parties. The foregoing services shall be considered "Regular Services" for purposes of this Agreement; provided that any hours in excess of the 32 hours per week shall be considered "Additional Services."
- b. Upon request, and if available, Athletico will provide additional Athletic Trainers; however, any Athletic Trainers in excess of One (1) shall be considered "Additional Services" for purposes of this Agreement.
- c. Upon request, and if available, an Athletic Trainer will be provided for both home and away state competitions; provided that any such services (other than coverage for away football contests as provided above) shall be considered "Additional Services" for purposes of this Agreement. Requests for coverage should be made within twenty-four (24) hours of notification of contest date and site to Athletico Manager of Athletic Training Services. Parameters of travel include:
 - i. Travel days to be inclusive of the 32 hours weekly allotment per athletic trainer. Start time is defined as departure for travel and end time is defined as return.
 - ii. Travel accommodation including transportation, lodging and food will be paid for by Client.
- d. As needed and upon reasonable advance notice, Athletico shall use reasonable efforts to make an Athletic Trainer available at times other than those listed below in response to the special needs of the Client as needed and shall provide those services as outlined above. Such instances could include unscheduled events, acute injury circumstances, school affiliated functions, training sessions for coaches and staff and other situations which may arise. In all instances, the Client agrees to use reasonable efforts to provide Athletico with advance notice of all such additional requirements, as well as any schedule changes. The foregoing services shall be considered "Additional Services" for purposes of this Agreement.
- e. Coverage shall include on-site injury care and evaluation as well as assistance on all matters pertaining to the health and well-being of the athletes, including, without limitation, the coordination of follow-up treatment and rehabilitation as necessary for all injuries sustained by athletes.
- f. Coverage shall include the use of modalities as indicated by the Illinois athletic training practice act.
- g. Maintenance of complete and accurate records of all athletic injuries and treatment rendered.

- h. Athletico shall provide education to the, board members, coaches, players, and parents of Client on the importance of medical care and follow-up necessity with an Athletico facility after injury.
- i. Student-athletes, families, coaching and administration staff of the Client will have access to all Athletico centers for complimentary injury assessments and virtual free injury assessments via its telehealth application to the extent permitted by applicable law.
- j. Athletico shall provide a 10-15 minute lecture introducing services available to Client at the Client's athletics introduction meeting.
- k. Athletico will provide marketing handouts and free injury assessment, upon request.

EXHIBIT B

COMPENSATION:

As compensation for the Services, Client shall pay Athletico the sum of \$27.32 per hour (the "Hourly Rate") for all Services providing during the Term, based upon the actual hours performed by Athletico. Athletico will invoice Client for any amounts owed under this Agreement on a monthly basis. Client shall pay each invoice in full within 2 weeks after invoice date.

All invoices submitted by Athletico hereunder shall be sent to the following address or, if no address is set forth on this Exhibit B, to the address set forth in Section 9:

Triton College District 504
2000 5th Avenue
River Grove, Illinois 60171
United States
Attention: Garrick Abezetian

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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16736

SUBJECT: IRIS BOOTH INC. - PHOTO BOOTH PURCHASE

RECOMMENDATION: That the Board of Trustees approve the purchase of an Iris Booth Inc. Photo Booth. The purchase includes the physical equipment, infrastructure, service agreement, support, as well as shipping, and training. Installation will be completed by Triton College. Iris Booth Incorporated is to be funded through WEI Grant funds of \$10,000 and \$16,000 from Academic Innovations: Instructional Service Contract for a total upfront cost to the college of \$26,000.

RATIONALE: Triton College has identified this opportunity to support both students and community members by equipping them with tools necessary to build an effective resume, including a professional headshot which can be shared through a variety of social media channels. Iris Booth is new to the market. It has changed headshot production and supports the importance of training students to brand themselves for the current modern job market. By offering Iris Booth as a resource to students and community members, Triton will assist them in creating and managing their personal brand. Triton can incorporate this skill development into the existing college curriculum in addition to helping prepare students for the workforce.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16737

**SUBJECT: FACILITY FEE WAIVER:
FEDERAL BUREAU OF INVESTIGATION (FBI)**

RECOMMENDATION: That the Board of Trustees waive the facility usage fee and approve the use of the Triton College indoor and outdoor track facilities, including locker rooms, by the Federal Bureau of Investigation (FBI). The FBI will conduct agent Physical Fitness Tests (PFTs) as well as prospective applicant PFTs, up to twelve (12) times each year. The Agreement will be effective upon execution, through June 30, 2023. Triton facilities will only be scheduled and used when there is no student, college, or rental activity conflict. The estimated fee waiver per use is \$520.

RATIONALE: In an effort to support federal law enforcement, the College agrees to accommodate reasonable and timely requests by the FBI for the use of indoor and outdoor track facilities when there is no student, college, or rental activity conflict. Track facilities as well as adjacent men and women's locker rooms will be used during the administration of PFTs to agents and applicants.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

AGREEMENT BETWEEN
COMMUNITY COLLEGE DISTRICT 504
AND
THE FEDERAL BUREAU OF INVESTIGATION

1. This Agreement is entered into by and between Community College District 504, commonly known as Triton College (hereinafter referred to as "Triton") and the Federal Bureau of Investigation (hereinafter referred to as "FBI").

2. Triton agrees to permit the FBI, and accompanied applicants, to utilize the indoor and outdoor track facilities to include locker room and bathroom facilities in the R Building located at 2000 Fifth Avenue, River Grove, IL 60171. The FBI shall be granted use of such facilities on such dates and times as agreed to by Triton and only when Triton is not using such facilities for the regular business of the College.

3. Triton College will allow the FBI to conduct an inspection of the designated structures to be used during the training exercise. The FBI will brief all participating FBI and local law enforcement personnel as to any conditions which it reasonably believes to be hazardous and any and all reasonable rules and regulations provided by Triton prior to such use.

4. The FBI, as an agency of the United States Government, is self-insured and will, pursuant to the terms and conditions of the Federal Tort Claims Act (Title 28, United States Code, Section 1346(b) and Sections 2671-2680) assume financial responsibility for all claims for personal or property damage, including death, caused by the negligent or wrongful acts of FBI employees, or local law enforcement agencies acting at the direction of the FBI, for such actions occurring in the scope of their employment or as a result of the training being undertaken at Triton.

5. Additionally, in the event any FBI employee or local law enforcement personnel is injured as a result of this training exercise, the FBI agrees to process and forward any claims for employee compensation to the United States Department of Labor (USDOL) pursuant to the Federal Employee Compensation Act (Title 5, United States Code, Section 8101, et seq.) and pertinent regulations promulgated by the USDOL.

6. The FBI will hold Triton College harmless and indemnify Triton College from any and all liability, damages or expenses arising from personal injuries sustained on the aforementioned property, during the agreed term of use by any employee of the FBI or local law enforcement personnel, except for injuries or property damage resulting from the gross negligence of Triton College.

7. This Agreement shall commence on the date of acceptance by Triton College and shall terminate on June 30, 2023, unless extended by mutual written agreement of the authorized agents of each party. The Agreement may be terminated upon written notice by either party.

8. No individual will be discriminated against by either Party hereto on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service or any other factor as protected or prohibited by law, rule or regulation. Each party certifies that it maintains all applicable policies and procedures required by federal law, including, but not limited to equal employment, non-discrimination and maintenance of a drug free workplace.

9. The Parties agree to abide by and require that its staff and agents abide by all applicable laws, rules and regulations regarding individual privacy. The parties will notify one another if there are known breaches of this confidentiality or requests for information that may require analysis under relevant privacy laws.

10. This Agreement is for the sole and limited purpose of providing services, as defined herein, to the FBI and may not be assigned by either party. Nothing herein shall be deemed to create any association or joint venture between the College and FBI staff or instructors, and FBI staff and instructors are not considered as employees of the College for any purpose, and are not entitled to any of the benefits that accrue to or are provided by the College to its employees, including the accrual of tenure.

Nothing herein shall be deemed to create an employee-employer relationship between the College and FBI staff and instructors, and FBI staff and instructors are not to be considered as employees of the College for any purpose, and are not entitled to any of the benefits that accrue to or are provided by the College to its employees.

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

12. All disputes arising out of the Agreement, wherever derived, will be resolved in the federal courts of the Northern District of Illinois.

13. Notice required to be sent hereunder shall be sent by prepaid registered or certified mail, return receipt requested, and shall be effective upon delivery.

If to the College: Sean Sullivan
Vice President, Business Services
Triton College
2000 Fifth Avenue
River Grove, IL 60171

cc: Ms Sarie E. Winner
Kusper & Raucci
Chartered
30 North LaSalle Street Suite 2121
Chicago, IL 60602-2590

If to the FBI: SAC Emmerson Buie, Jr
Special Agent in Charge
FBI Chicago Field Office
2111 W Roosevelt Road
Chicago, IL 60608

Sean Sullivan
Vice President, Business Services
Triton College
River Grove, IL

Date

SAC Emmerson Buie, Jr.
Special Agent in Charge
Federal Bureau of Investigation
Chicago, IL

Date

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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16738

SUBJECT: FACILITY FEE WAIVER: COOK COUNTY CLERK'S OFFICE

RECOMMENDATION: That the Board of Trustees approve an Agreement with the Cook County Clerk's Office to utilize Triton College facilities (R221) for the June 28, 2022 and November 8, 2022 elections, between 4:00 a.m. and midnight, as a site for the Regional Distribution Center. The County will pay the College \$400 per date for the use of facilities to cover maintenance, setup and cleanup. The total value of the facility fee waiver is estimated at \$2,500 per date.

RATIONALE: Triton College has developed intergovernmental relationships with Cook County and this usage maintains intergovernmental relations and provides services to the local communities. Required I.T. Network Services are contracted individually with a college employee for these dates.

Sean Sullivan

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

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

**Facilities Rental Agreement Between
Triton College
and
Cook County Clerk's Office
Election Division
69 West Washington Suite 500
Chicago, Illinois 60602**

Triton College agrees to allow use of its facility: R221

Event: 2022 Elections

Date/Time of Event: June 28, 2022 & November 8, 2022, 4:00 am – 12:00 am

Expected attendance: N/A

Fee/honorarium for the event: \$400 per date (see attached Action Exhibit for details)

Date of the Agreement: May 17, 2022

Cook County Clerk's Office further agrees to:

1. ~~Pay a non-refundable deposit of 50% of the total estimated costs at the time the reservation is made and remit the remainder of the charge 30 days prior to the event — if less than 10 business days — cash or cashier's check. Cancellation will not result in a refund of these fees and instead will reflect liquidated damages as the parties agree the real damages would be impossible to determine.~~
2. Provide evidence of insurance naming **Triton College, District No. 504, its affiliates, officers, directors, trustees, volunteers, employees, and students as additional insured with minimum limit of \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate.** The insurance coverage must show additional insured status to Triton College on a primary and non-contributory basis. The actual endorsement to the policy naming Triton as additional insured (or a “blanket additional insured” endorsement) must be attached to the Certificate of Insurance.
3. Familiarize itself and abide by College regulations pertaining to the area rented.
4. Hold Triton College harmless for any loss, injury or damages arising from applicant's use of the rented facilities.
5. Triton College does not provide I.T. support for outside organization. Required I.T. Network Services must be contracted individually with an approved college employee for these dates.

Sean Sullivan
Triton College

(Date)

Matthew Fruth
Cook County Clerk's Office

(Date)

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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16739

**SUBJECT: RESOLUTION AUTHORIZING PUBLIC HEARING ON PROPOSED
FY 2023 BUDGET**

RECOMMENDATION: That the Board of Trustees approve the attached resolution authorizing a public hearing for the proposed FY 2023 Budget. The public hearing will be held on Tuesday, July 19, 2022, at 6:30 p.m. in the Board Room (A300) of the Learning Resource Center.

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

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

RESOLUTION ACTION EXHIBIT NO.
AUTHORIZING A PUBLIC HEARING CONCERNING
THE PROPOSED 2023 BUDGET

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

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

Section 1: The Board shall hold a public hearing on Tuesday, July 19, 2022, at 6:30 p.m. in the Board Room of the Learning Resource Center, 2000 Fifth Avenue, River Grove, Illinois, concerning its proposed budget for Fiscal Year 2023.

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

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

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

ADOPTED, this 17th day of May, 2022.

AYES:

NAYES:

ABSENT:

Mark R. Stephens, Chairman

Attest:

Tracy Jennings, Secretary

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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16740

SUBJECT: ELLUCIAN ENHANCEMENT AND SUPPORT SERVICES AGREEMENT

RECOMMENDATION: That the Board of Trustees approve a five-year Support Agreement with Ellucian Corporation. This Agreement provides on-going software releases and regulatory updates for all Ellucian software modules currently licensed by Triton College. The terms of this Agreement will run from July 1, 2022 through June 30, 2027, for a cost of \$563,067 in FY23; \$591,220 in FY24; \$620,781 in FY25; \$651,820 in FY26 and \$684,411 in FY27 for the total cost to the College of \$3,111,299.

RATIONALE: Ellucian Corporation is the sole provider of Triton's ERP business and academic software systems (a/k/a "Colleague"). By entering into a five-year Agreement, any Ellucian rate increase is locked in, not to exceed 5% per year as compared with 7% increases each year if Triton was to renew on a year by year basis.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No



Ellucian Company L.P

2003 Edmund Halley Drive, Suite 500, Reston, VA 20191 USA

Client Details

Account Name	Triton College	Account Number	T08
Created Date	4/27/2022	Close Date	6/30/2022
Quote Number	00114152	Opportunity Number	236075
Maintenance Start Date	7/1/2022	Maintenance End Date	6/30/2027
Maintenance Escalation %	5.00%		

Software Support Services Renewal Order Form (Paid In Advance)

This Software Support Services Renewal Order Form ("Order Form") amends the most recent underlying agreement between the parties related to providing Software Support Services or Maintenance, as previously amended ("Agreement"). Pursuant to this Order Form, for the fees payable under this Order Form as further detailed in the Payment Terms below, Ellucian will provide Client with Software Support Services for the Baseline Software identified in the Renewal Quote (hereafter, the "Quote") that is attached to this Order Form and/or may be viewed by using the URL listed below (if provided) during a Software Support Services Term consisting of the period from the Maintenance Start Date ("Start Date") through the Maintenance End Date ("End Date") as those dates are identified above (unless an earlier cancellation date is provided within the Quote on individual Software products). By entering into this Order Form with Ellucian, Ellucian grants Client the right to migrate to the Ellucian Cloud, pursuant to the terms and conditions of the Agreement, as amended, and for such fees as are contained in a subsequent amendment to the Agreement in which Client and Ellucian memorialize the Ellucian Cloud migration right effected by this provision.

For the Baseline Software identified in the Quote, Ellucian's obligation to provide Software Support Services and Client's obligation to make payment for such Software Support Services shall each commence on the Start Date and continue through the Software Support Services Term. In performing services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide. Software Support Services means, collectively, maintenance, improvements, and new releases as those terms are defined in the Agreement. The term "Contract Year" shall mean each period of twelve (12) months beginning on the Start Date and each anniversary thereof during the Software Support Services Term.

Services Limitations: All Software Support Services will be part of the applicable Baseline Software and will be subject to all of the terms and conditions of the Agreement. Ellucian's obligation to provide Client with Software Support Services for Baseline Software owned by parties other than Ellucian is limited to providing Client with the Software Support Services that the applicable third party owner provides to Ellucian for that Baseline Software. In this regard, to the extent that an agreement authorizing Ellucian to resell or sublicense a third party's Baseline Software is terminated or expires prior to the End Date, or prior to the expiration of any renewal term, for that Baseline Software, then Ellucian's obligation to provide Software Support Services to Client for that Baseline Software, and Client's obligation to pay Ellucian for same, shall automatically terminate simultaneously with the termination or expiration of the relevant agreement. Client must provide Ellucian with such facilities, equipment, and support as are reasonably necessary for Ellucian to perform its obligations under the Agreement, including remote access to the Equipment.

Payment Terms (In Advance): The Quote Total stated herein is the total fee that will be due from Client for Software Support Services fees for the initial full twelve (12) month period only. Ellucian will invoice Client for such fees in full, in advance, and Client's payment thereof will be due on the latter of (i) the Start Date or (ii) thirty (30) days from the date of Ellucian's invoice for payment. For each subsequent Contract Year through the End Date, Software Support Services fees may increase by not more than the Escalation % (identified above) over the amount payable for Software Support Services for the immediately preceding Contract Year and will be specified by Ellucian in an annual invoice issued in full, in advance, on or before the start of the applicable Contract Year for which such Software Support Services fees are being remitted, and Client's payments will be due on the first day of the applicable Contract Year.

Maintenance Standards: The Maintenance Standard applicable to the Baseline Software is identified in the Quote. To the extent that a different Maintenance Standard applies to certain Baseline Software than that which applies to others, the Maintenance Standard applicable to the Baseline Software will be described in that Quote. The hours during which Software Support Services will be provided for the Baseline Software, the targeted response times for certain defined categories of Software Support Services calls for the Baseline Software, renewal terms, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Software Support Services for the Baseline Software are specified in further detail in the Maintenance Standards section of Ellucian's Contracts and Documentation available at www.ellucian.com/contracts-and-documentation.

Total Fee	
Quote Total	USD 563,067.00

The Quote Total identified above is the total fee that will be due from Client for Software Support Services fees for the initial full twelve (12) month period only; annual fees will continue, as escalated, as provided herein, throughout the Software Support Services Term.

By the execution of this Order Form, each party represents and warrants that it is bound by the signature of its respective signatory. The Agreement, as amended by this non-cancelable Order Form, remains unchanged and in full force and effect. In executing this Order Form, Client has not relied on the availability of either any future version of any software or any future software product or service.

Ellucian

Client

By: _____

By: _____

Print Name: _____

Print Name: Mark R. Stephens

Title: _____

Title: Board Chairman

Date Signed: _____

Date Signed: _____

**The last date of signature is the "Execution Date" of this Order Form.
Client's Billing Contact Information appears below.**

Client Billing Contact Information

Name: Triton College

Address: 2000 Fifth Ave

City, State ZIP: River Grove, IL 60171

Email Address: ap@triton.edu

PO# (if applicable): _____

Ellucian Confidential and Proprietary Information
Triton College

	Period Ending 30-Jun-22	For the Period July 1, 2022 - June 30, 2023					Maintenance Standards
		5 Years @ 5% Year One					
Maintenance Paid in Advance							
Core	\$571,052	\$525,899	\$552,194	\$579,804	\$608,794	\$639,234	Advantage +
COLLEAGUE STUDIO APPLICATION MAINTENANCE							
ACTIVITIES & EVENTS MAINTENANCE							
COLLEAGUE ENTERPRISE & CRM SYSTEM MAINTENANCE							
Student							
CAMPUS ORGANIZATION MAINTENANCE							
COLLEAGUE SELF-SERVICE FINANCIAL AID							
STUDENT & FINANCIAL AID SYSTEM MAINTENANCE							
STUDENT PLANNING MAINTENANCE							
Finance							
BUDGET MANAGEMENT MAINTENANCE							
COLLEAGUE FINANCE SYSTEM							
FIXED ASSETS IMPORT UTILITY MAINTENANCE							
FIXED ASSETS MAINTENANCE							
PROJECTS ACCOUNTING MAINTENANCE							
Fund Raising							
COLLEAGUE ADVANCEMENT SYSTEM							
MAJOR DONORS MAINTENANCE							
Human Resources							
EMPLOYMENT ACTIONS MAINTENANCE							
HR POSITION BUDGETING MAINTENANCE							
HUMAN RESOURCES MAINTENANCE							
PAYROLL MAINTENANCE							
Per User							
PER USER 0-100 MAINTENANCE							
PER USER 101-200 MAINTENANCE							
Unrestricted Users App Serv							
Reporting							
REPORTING & OPERATING ANALYTICS NUL SOLUTION MAINTENANCE							
Other							
ELLUCIAN MAINTENANCE ADVANTAGE PLUS							
PAYPAL ECOMMERCE INTERNET TRANSACTIONS LEVEL MAINTENANCE							
Subtotal Proprietary	\$571,052	\$525,899	\$552,194	\$579,804	\$608,794	\$639,234	
Partner							
APPLICATION SERVER 0-100 CUM LAUDE MAINTENANCE	\$12,783	\$13,422	\$14,093	\$14,798	\$15,538	\$16,315	Advantage +
APPLICATION SERVER 101-200 CUM LAUDE MAINTENANCE	\$2,217	\$2,328	\$2,444	\$2,566	\$2,695	\$2,830	Advantage +
APPLICATION SERVER 101-200 PARTNER MAINTENANCE	\$7,984	\$8,383	\$8,802	\$9,242	\$9,705	\$10,190	Advantage +
SYNOPTIX 10-USER PARTNER MAINTENANCE	\$12,414	\$13,035	\$13,686	\$14,371	\$15,089	\$15,844	Advantage +
Subtotal Partner	\$35,398	\$37,168	\$39,026	\$40,978	\$43,026	\$45,178	
GRAND TOTAL	\$606,450	\$563,067	\$591,220	\$620,781	\$651,820	\$684,411	

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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16741

SUBJECT: AMERICAN DIGITAL – TWO ARUBA 6405 CORE SWITCHES

RECOMMENDATION: That the Board of Trustees approve the purchase of two Aruba 6405 core switches from American Digital. The cost of the hardware and associated peripheral equipment is \$156,170.70.

RATIONALE: The two existing core switches are more than ten years old and are now beyond the support life end date. These two core switches are the essential backbone to all network infrastructure on campus providing connectivity to all edge switches, supporting all computers, phones, cameras, wireless internet and more on campus.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No



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

Quotation #: QUO-11531082-N2W6H9 -0
 Quote Date: 4/14/2022
 Prepared for: Michael Garrity
 Company: Triton College

Triton College Aruba 6000 v1							
Line No.	Qty	Part Number	Description	Unit List	Ext List	Cust Cost	Ext CC
1	2	HR7M6E	HPE 3Y FC NBD EXCH E/RARUBA6405SVCS SWT SVC	\$ 3,687.00	\$ 7,374.00	\$ 3,318.30	\$ 6,636.60
2	10	J4858D	ARUBA 1G SFP LC SX 500M MMF PERP XCVR	\$ 379.00	\$ 3,790.00	\$ 170.55	\$ 1,705.50
3	40	J9150D	ARUBA 10G SFP+ LC SR 300M MMF CABL XCVR	\$ 1,149.00	\$ 45,960.00	\$ 517.05	\$ 20,682.00
4	4	JL488A	ARUBA 25G SFP28 TO SFP28 3M DACCABL CABLE	\$ 389.00	\$ 1,556.00	\$ 175.05	\$ 700.20
5	2	R0X26A	ARUBA 6405 SWCH PL-WB PERP	\$ 15,740.00	\$ 31,480.00	\$ 7,083.00	\$ 14,166.00
6	2	R0X31A	ARUBA 6400 MANAGEMENT MODULE PERP	\$ 10,493.00	\$ 20,986.00	\$ 4,721.85	\$ 9,443.70
7	8	R0X35A#B2E	ARUBA 6400 1800W PS/C16 PERP ACCESSORY L6-20 220V-NA	\$ 2,914.00	\$ 23,312.00	\$ 1,311.30	\$ 10,490.40
8	2	R0X42A	ARUBA 6400 24P 10GT 4SFP56 MOD PERP	\$ 15,159.00	\$ 30,318.00	\$ 6,821.55	\$ 13,643.10
9	2	R0X43A	ARUBA 6400 24P SFP+ 4SFP56 MOD PERP	\$ 29,149.00	\$ 58,298.00	\$ 13,117.05	\$ 26,234.10
10	2	R0X44A	ARUBA 6400 48P 10G/25G SFP28 PERP MOD	\$ 58,299.00	\$ 116,598.00	\$ 26,234.55	\$ 52,469.10
				Extended List Price	\$ 339,672.00		\$ 156,170.70
				Customer Price	\$	156,170.70	
				Estimated Shipping			
				Grand Total:	\$	156,170.70	

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 purchaser 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: finance@americandigital.com.

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).

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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16742

SUBJECT: AMERICAN DIGITAL – PURCHASE OF NETWORK HARDWARE

RECOMMENDATION: That the Board of Trustees approve the purchase of network hardware and support from American Digital for the not-to-extend amount of \$200,000 for Fiscal Year 2023.

RATIONALE: This network hardware will be used for Information Systems network updating and network expansion across campus. Additional IP devices on campus such as phones, access points, security cameras, access control and smart technology for classrooms all depend on increased network infrastructure capacity. American Digital is the HP designated hardware vendor for Triton College. Purchases of data processing equipment are exempt from bidding by state statute.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16743

**SUBJECT: CDW GOVERNMENT –
PURCHASE OF COMPUTER SOFTWARE AND PERIPHERALS**

RECOMMENDATION: That the Board of Trustees approve the purchase of computer software and peripherals from CDW Government for the not-to-extend amount of \$100,000 for Fiscal Year 2023.

RATIONALE: This equipment will be used for computer labs, classrooms, faculty and staff throughout the campus and is part of Triton’s technology refresh cycle. It will allow the purchase of Microsoft Products, Apple Products, Adobe Products, Educational Software Products, Office Equipment and Computer Peripherals. Eighty-five percent (85%) of this equipment is directly utilized in student areas such as classrooms, Library, Academic Success Center, Testing Center, Student Life, ESL Programs, Continuing Education Programs, Scholar Programs and other student used extra-curricular areas. CDW Government delivers pricing under the IPHEC-N-1 Computer Peripherals purchasing contract. Purchases of data processing equipment and software are exempt from bidding by state statute.

Sean Sullivan

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

Board Officers’ Signatures Required:

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

Related forms requiring Board signature: Yes No

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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16744

**SUBJECT: HEARTLAND BUSINESS SYSTEMS – PURCHASE OF COMPUTER
HARDWARE, SOFTWARE, AND PERIPHERALS**

RECOMMENDATION: That the Board of Trustees approve the purchase of computer hardware, software and peripherals from Heartland Business Systems for the not-to-extend amount of \$400,000 for Fiscal Year 2023.

RATIONALE: This equipment will be used for computer labs, classrooms, faculty and staff throughout the campus and is part of Triton’s technology refresh cycle. Eighty-five percent (85%) of this equipment is directly utilized in student areas such as classrooms, Library, Academic Success Center, Testing Center, Student Life, ESL Programs, Continuing Education Programs, Scholar Programs and other student used extra-curricular areas. Heartland Business Systems is the designated governmental and educational desktop computer vendor for Triton College. Purchases of data processing equipment and software are exempt from bidding by state statute.

Sean Sullivan

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

Board Officers’ Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

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

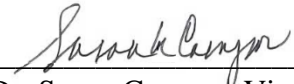
Meeting of May 17, 2022

ACTION EXHIBIT NO. 16745

SUBJECT: AGREEMENT WITH ADVOCATE FACILITIES

RECOMMENDATION: That the Board of Trustees approve the Master Affiliation Agreement with Advocate Health and Hospitals Corporation, Advocate North Side Health Network, Advocate Condell Medical Center, Advocate Sherman Hospital, Dreyer Clinic, Inc., EHS Home Health Care Service, Inc., and Meridian Hospice. The term of this Agreement shall commence May 18, 2022, and shall remain in effect for one (1) year unless terminated earlier pursuant to this Agreement. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party. In the event that this Agreement is terminated, students who are participating in the clinical learning experiences at the time of expiration or termination shall be allowed to complete such assignment under the terms and conditions herein set forth. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Diagnostic Medical Sonography program, Vascular Technology in Sonography, Radiologic Technology, Certified Medical Assistant, and Continuing Education Phlebotomy program to participate in clinical education experiences with Advocate facilities.

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

Board Officers' Signatures Required:

Mark R. Stephens Board Chairman	Tracy Jennings Secretary	Date
---	------------------------------------	-------------

Related forms requiring Board signature: Yes No

**MASTER AFFILIATION AGREEMENT
BETWEEN
TRITON COLLEGE
AND
ADVOCATE HEALTH AND HOSPITALS CORPORATION
ADVOCATE NORTH SIDE HEALTH NETWORK
ADVOCATE CONDELL MEDICAL CENTER
ADVOCATE SHERMAN HOSPITAL
DREYER CLINIC, INC.
EHS HOME HEALTH CARE SERVICE, INC.
MERIDIAN HOSPICE**

This Master Affiliation Agreement (the “**Agreement**”) is entered into on May 18, 2022, by and between **Advocate Health and Hospitals Corporation, Advocate North Side Health Network, Advocate Condell Medical Center, Advocate Sherman Hospital, Dreyer Clinic, Inc., EHS Home Health Care Service, Inc., and Meridian Hospice** (collectively, “**Advocate**” or “**Facility**”) and **Community College District 504, commonly known as Triton College** (the “**School**”).

WHEREAS, the School desires to utilize various Advocate sites, set forth in Exhibit A that may be available for the purpose of providing practical learning and clinical experiences for programs as set forth in this Agreement, in connection with students of the School.

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

This Agreement is entered into to enable School to apply for clinical placements for School’s students at Advocate sites. This Agreement does not guaranty that any specific Advocate site will accept School’s students for requested placement(s) or that experiences for all programs will be available at all sites.

I. SCHOOL RESPONSIBILITIES:

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

B. Insurance.

1. Student professional and general liability insurance.
 - (a) State Colleges and Universities located in Illinois

If the School is a state college or university located within Illinois, the School shall maintain professional liability insurance, which may be self-insured, covering students, Such professional liability insurance policy shall have limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence or claim and Five Million Dollars (\$5,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility. School shall

provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience.

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

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

2. Student Health Insurance. School shall require students participating in the practical learning and clinical educational experience to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

3. Facility Insurance. Facility shall maintain during this Agreement professional liability insurance in amounts not less than Two Million Dollars (\$2,000,000.00) per occurrence or claim and Five Million Dollars (\$5,000,000.00) in the aggregate. Further, Facility shall maintain workers compensation insurance in amounts not less than that required by statute. Facility may be self-insured. In the event required insurance coverage is not provided or is canceled, the School may terminate the placement of the student(s).

C. Designation of liaison to Facility; communications relating to clinical placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the practical learning and clinical experience will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances. The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

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

E. Criminal background check and drug screen compliance. Where applicable, a criminal background check and a drug screen, as required by and acceptable to the Facility, are required of each placed student prior to participation in the practical learning and clinical educational experience. It is the School's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by Facility's policy.

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

1. Follow the administrative policies, standards, and practices of the Facility.

2. Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
3. Provide his/her own transportation and living arrangements.
4. Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
5. Conform to the standards and practices established by the School while functioning at the Facility.
6. Obtain prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience.
7. Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.

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

H. Clinical Program. On an annual basis, in advance, School will provide Advocate with a Program Memorandum detailing the proposed clinical education program in which School desires to participate, prior to the students starting their clinical education program. The Program Memorandum will be in substantially the same form as found in Exhibit B-1 attached hereto, as such form is amended by Advocate from time to time. Any modifications to the Program Memorandum are subject to the prior review and written approval of Advocate. Once approved, the Program Memorandum as revised will be incorporated herein; provided that in the event of a conflict between any Program Memorandum and the Agreement, the terms of the Agreement shall control.

The Program Memorandum will set forth: (i) that the number of students to be placed in the Advocate Facilities will be mutually agreed upon by the parties; (ii) that a schedule for the clinical education program at each Advocate Facility will be provided prior to the beginning of the placement; (iii) that the program content will be provided to designated Advocate Facility personnel prior to the beginning of the placement; and (iv) the rights of Advocate Facilities to review the program content. School shall also provide, before any placement occurs, a list of the participating students by name and level assigned to each Advocate Facility, and a list of any School personnel to be placed as supervisors and/or instructors at each Advocate Facility. School shall be responsible to update such listings promptly following any changes therein.

II. FACILITY RESPONSIBILITIES:

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

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

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

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

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

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

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

H. Provision of relevant Facility policies. The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the practical learning and clinical educational experience.

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

III. OTHER RESPONSIBILITIES:

A. Compliance with patient privacy laws. The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. Further, School shall require that students and faculty de-identify all documents created and/or utilized for educational purposes outside of Facility. This shall include, at a minimum, removal of patient name, date of birth, address, medical record number, insurance information, social security number and other personal information that could be used to identify a patient.

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

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

D. Evaluation of students' clinical experiences. Evaluation of the practical learning and clinical educational experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current practical learning and clinical educational experiences offered to students. The determination of grades and academic credit shall remain in the sole discretion of the School.

E. Removal of students.

1. The School has the right to remove a student from a practical learning and clinical educational experience. The School shall notify the Facility of such removal in writing.

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

IV. TERM OF AGREEMENT:

This Agreement is effective as of the Effective Date and shall remain in effect for one (1) year unless terminated earlier pursuant to this Agreement. The Agreement shall automatically renew for successive one (1) year terms until terminated pursuant to this Agreement. (The initial and renewal terms are together referred to as the "Term"). Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party. In the event that this Agreement is terminated, at Advocate's reasonable discretion, students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth herein.

V. ADDITIONAL TERMS:

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

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

B. Qualifications of School faculty. The School represents that relevant faculty members are appropriately qualified, certified and/or licensed. The School will provide the Facility with copies of evidence of qualifications, certifications or licensures, upon request.

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

D. Excluded Providers. Each party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.

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

F. Non-Discrimination and Workplace Conduct. The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement. Each party certifies that it maintains a written sexual harassment policy and Drug Free Workplace as required by applicable law.

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

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

If to Advocate: Advocate Aurora Health
Attention: Tere Macarol, RT(R)(M)(QM),CN-BI, FNCBC
System Imaging Compliance
Program Manager, Women's Imaging
tere.macarol@aah.org

With a Copy to: Advocate Aurora Health 3075 Highland
Parkway Suite 600
Downers Grove, Illinois 60515 Attention:
Chief Legal Officer

If to School: Pamela Harmon, Dean, Health Careers
Triton College
2000 5th Avenue
River Grove, Illinois 60171

With a Copy to: Kusper & Raucci Chartered 30 North LaSalle
Street Chicago, Illinois 60601

Any party may change the address for notice by notifying the other party, in writing, of the new address.

I. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

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

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

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

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

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

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

[signature page to follow]

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

ADVOCATE HEALTH AND HOSPITALS CORPORATION, ADVOCATE NORTH SIDE HEALTH NETWORK, ADVOCATE CONDELL MEDICAL CENTER, ADVOCATE SHERMAN HOSPITAL, DREYER CLINIC, INC, EHS HOME HEALTH CARE SERVICE, INC, MERIDIAN HOSPICE

TRITON COLLEGE

By: _____
Jeffrey K. Bahr, M.D.
Chief Aurora Medical Group Officer

By: _____

Name: Mark R. Stephens

Title: Board Chairman

Date: _____

Date: _____

EXHIBIT A

NAME/LOCATION OF FACILITY SITES

ADVOCATE CHRIST MEDICAL CENTER
ADVOCATE CHILDREN'S HOSPITAL

4440 West 95th Street
Oak Lawn, Illinois 60453

ADVOCATE CONDELL MEDICAL CENTER

801 South Milwaukee Avenue
Libertyville, Illinois 60048

ADVOCATE GOOD SAMARITAN HOSPITAL

3815 Highland Avenue
Downers Grove, Illinois 60515

ADVOCATE GOOD SHEPHERD HOSPITAL

450 West Highway 22
Barrington, Illinois 60010

ADVOCATE HOME HEALTH SERVICES LOCATIONS

(as mutually agreed upon)

ADVOCATE HOSPICE LOCATIONS

(as mutually agreed upon)

ADVOCATE ILLINOIS MASONIC MEDICAL CENTER

836 West Wellington Avenue
Chicago, Illinois 60657

ADVOCATE LUTHERAN GENERAL HOSPITAL

ADVOCATE CHILDREN'S HOSPITAL

1775 Dempster Street
Park Ridge, Illinois 60068

ADVOCATE MEDICAL GROUP LOCATIONS

(as mutually agreed upon)

ADVOCATE SHERMAN HOSPITAL

1425 North Randall Road
Elgin, Illinois 60123

ADVOCATE SOUTH SUBURBAN HOSPITAL

17800 South Kedzie Avenue
Hazel Crest, Illinois 60429

ADVOCATE SUPPORT CENTER LOCATIONS

(as mutually agreed upon)

ADVOCATE TRINITY HOSPITAL

2320 East 93rd Street
Chicago, Illinois 60617

DREYER CLINIC, INC. LOCATIONS

(as mutually agreed upon)

EXHIBIT B-1
PROGRAM MEMORANDUM

1. School or Department Health Care Program Radiologic Technology
2. School Program Contact (Name, Phone, Email) Mary Elkins, 708-456-03 Ext. 3480
maryelkins@triton.edu
3. Advocate Program Contact (Name, Phone, Email) Tere Macarol, tere.macarol@aah.org
4. Number of Students. The number of students accepted will be mutually agreed upon by the Advocate Facilities (as defined in the Agreement between the parties) and School prior to the beginning of each semester/placement.
5. Requirements for Students. All students must complete pre-clinical documentation and comply with Advocate Facility requirements as defined by Advocate Aurora Health.
6. Schedule of Student Clinical Days and Times. The schedule for the clinical education program at each Advocate Facility will be provided by School to Advocate **prior to the beginning of the semester/placement**. Such schedule shall include (a) a list of the participating students assigned to a particular Advocate Facility by name and level and (b) a list (including phone number) of any School personnel or employees to be placed as supervisors and/or instructors at each Advocate Facility. The supervisor or instructor shall be available by phone during clinical hours. Please see sample schedule attached as Exhibit 1 to this Program Memorandum.
7. Clinical Education Program Content. The clinical education program content (including required experiences or competencies) will be provided to designated Advocate Facility personnel prior to the beginning of the semester/placement as needed. Advocate Facility personnel have the right to review the clinical education content.
8. Amendment. This Program Memorandum may be amended by mutual agreement of the parties at such time new provisions or conditions exist.

The parties acknowledge and agree to this Program Memorandum as of the date set forth below.

Advocate

School

By _____
Jeffrey K. Bahr, M.D.
Chief Aurora Medical Group Officer
Date _____

By _____
Name: Mark R. Stephens
Title: Board Chairman
Date: _____

EXHIBIT 1
(to Program Memorandum)

Schedule

<u>Student Name</u>	<u>Program</u>	<u>Placement Date</u>	<u>Advocate Facility</u>	<u>School Personnel</u>

EXHIBIT B-1
PROGRAM MEMORANDUM

1. School or Department Health Care Program Diagnostic Medical Sonography; Vascular Technology
2. School Program Contact (Name, Phone, Email) Krysti Reece, 708-456-0300 Ext. 3780
krystireece@triton.edu
3. Advocate Program Contact (Name, Phone, Email) Tere Macarol, tere.macarol@aah.org
4. Number of Students. The number of students accepted will be mutually agreed upon by the Advocate Facilities (as defined in the Agreement between the parties) and School prior to the beginning of each semester/placement.
5. Requirements for Students. All students must complete pre-clinical documentation and comply with Advocate Facility requirements as defined by Advocate Aurora Health.
6. Schedule of Student Clinical Days and Times. The schedule for the clinical education program at each Advocate Facility will be provided by School to Advocate **prior to the beginning of the semester/placement**. Such schedule shall include (a) a list of the participating students assigned to a particular Advocate Facility by name and level and (b) a list (including phone number) of any School personnel or employees to be placed as supervisors and/or instructors at each Advocate Facility. The supervisor or instructor shall be available by phone during clinical hours. Please see sample schedule attached as Exhibit 1 to this Program Memorandum.
7. Clinical Education Program Content. The clinical education program content (including required experiences or competencies) will be provided to designated Advocate Facility personnel prior to the beginning of the semester/placement as needed. Advocate Facility personnel have the right to review the clinical education content.
8. Amendment. This Program Memorandum may be amended by mutual agreement of the parties at such time new provisions or conditions exist.

The parties acknowledge and agree to this Program Memorandum as of the date set forth below.

Advocate

School

By _____
Jeffrey K. Bahr, M.D.
Chief Aurora Medical Group Officer
Date _____

By _____
Name: Mark R. Stephens
Title: Board Chairman
Date _____

EXHIBIT 1
(to Program Memorandum)

Schedule

<u>Student Name</u>	<u>Program</u>	<u>Placement Date</u>	<u>Advocate Facility</u>	<u>School Personnel</u>

EXHIBIT B-1
PROGRAM MEMORANDUM

1. School or Department Health Care Program: Certified Medical Assistant
2. School Program Contact (Name, Phone, Email): Dr. John Cody, 708-779-4474;
johncody@triton.edu
3. Advocate Program Contact (Name, Phone, Email): Megan Glenn-Diggs;
Amg-studentexternship@aah.org
4. Number of Students. The number of students accepted will be mutually agreed upon by the Advocate Facilities (as defined in the Agreement between the parties) and School prior to the beginning of each semester/placement.
5. Requirements for Students. All students must complete pre-clinical documentation and comply with Advocate Facility requirements as defined by Advocate Aurora Health.
6. Schedule of Student Clinical Days and Times. The schedule for the clinical education program at each Advocate Facility will be provided by School to Advocate **prior to the beginning of the semester/placement**. Such schedule shall include (a) a list of the participating students assigned to a particular Advocate Facility by name and level and (b) a list (including phone number) of any School personnel or employees to be placed as supervisors and/or instructors at each Advocate Facility. The supervisor or instructor shall be available by phone during clinical hours. Please see sample schedule attached as Exhibit 1 to this Program Memorandum.
7. Clinical Education Program Content. The clinical education program content (including required experiences or competencies) will be provided to designated Advocate Facility personnel prior to the beginning of the semester/placement as needed. Advocate Facility personnel have the right to review the clinical education content.
8. Amendment. This Program Memorandum may be amended by mutual agreement of the parties at such time new provisions or conditions exist.

The parties acknowledge and agree to this Program Memorandum as of the date set forth below.

Advocate

School

By _____
Jeffrey K. Bahr, M.D.
Chief Medical Group Officer
Date _____

By _____
Name: Mark R. Stephens
Title: Board Chairman
Date _____

EXHIBIT 1
(to Program Memorandum)

Schedule

<u>Student Name</u>	<u>Program</u>	<u>Placement Date</u>	<u>Advocate Facility</u>	<u>School Personnel</u>

EXHIBIT B-1
PROGRAM MEMORANDUM

1. School or Department Health Care Program: Phlebotomy
2. School Program Contact (Name, Phone, Email) Katie Rullo MBA; katierullo@triton.edu
3. Advocate Program Contact (Name, Phone, Email): Merle Essex; merle.essex2@aah.org
4. Number of Students. The number of students accepted will be mutually agreed upon by the Advocate Facilities (as defined in the Agreement between the parties) and School prior to the beginning of each semester/placement.
5. Requirements for Students. All students must complete pre-clinical documentation and comply with Advocate Facility requirements as defined by Advocate Aurora Health.
6. Schedule of Student Clinical Days and Times. The schedule for the clinical education program at each Advocate Facility will be provided by School to Advocate **prior to the beginning of the semester/placement**. Such schedule shall include (a) a list of the participating students assigned to a particular Advocate Facility by name and level and (b) a list (including phone number) of any School personnel or employees to be placed as supervisors and/or instructors at each Advocate Facility. The supervisor or instructor shall be available by phone during clinical hours. Please see sample schedule attached as Exhibit 1 to this Program Memorandum.
7. Clinical Education Program Content. The clinical education program content (including required experiences or competencies) will be provided to designated Advocate Facility personnel prior to the beginning of the semester/placement as needed. Advocate Facility personnel have the right to review the clinical education content.
8. Amendment. This Program Memorandum may be amended by mutual agreement of the parties at such time new provisions or conditions exist.

The parties acknowledge and agree to this Program Memorandum as of the date set forth below.

Advocate

School

By _____
Jeffrey K. Bahr, M.D.
Chief Medical Group Officer
Date _____

By _____
Name: Mark R. Stephens
Title: Board Chairman
Date _____

EXHIBIT 1
(to Program Memorandum)

Schedule

<u>Student Name</u>	<u>Program</u>	<u>Placement Date</u>	<u>Advocate Facility</u>	<u>School Personnel</u>

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

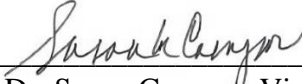
Meeting of May 17, 2022

ACTION EXHIBIT NO. 16746

SUBJECT: AGREEMENT WITH ADVOCATE NORTH SIDE HEALTH NETWORK

RECOMMENDATION: That the Board of Trustees approve the Amendment to the Agreement with Advocate North Side Health Network d/b/a Advocate Illinois Masonic Medical Center. This is to modify the original Agreement dated June 1, 2019 and will be effective May 18, 2022, expiring May 31, 2023. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed, students who are participating in the clinical learning experiences at the time of expiration or termination shall be allowed to complete such assignment under the terms and conditions herein set forth. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Surgical Technology and Sterile Processing Technician program to participate in clinical education experiences at Advocate North Side Health Network.

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

Board Officers' Signatures Required:

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

**SECOND AMENDMENT TO
AFFILIATION AGREEMENT**

This Second Amendment (“**Amendment**”) is entered into on May 18, 2022 (“**Effective Date**”), by and between Advocate North Side Health Network d/b/a Advocate Illinois Masonic Medical Center (“**Advocate**” or "**Facility**") and Triton College (“**School**").

WHEREAS, Facility and School entered into an Affiliation Agreement dated June 1, 2019 to utilize various facility sites that may be available for the purpose of providing practical learning and clinical experiences in connection with students of the School, and a First Amendment dated April 19, 2021 (collectively, the "**Agreement**"); and

WHEREAS, the parties wish to extend the term of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter expressed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Agreement shall be amended as follows:

1. The term of the Agreement shall be extended through May 31, 2023 unless terminated earlier pursuant to the Agreement. Thereafter, the Agreement shall automatically renew for successive one (1) year terms until terminated pursuant to this Agreement.

All other terms, conditions and Exhibits as set forth in the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

**ADVOCATE NORTH SIDE HEALTH
NETWORK D/B/A ADVOCATE ILLINOIS
MASONIC MEDICAL CENTER**

TRITON COLLEGE

By: _____
Susan Nordstrom Lopez
President

By: _____
Name: Mark R. Stephens

Title: Board Chairman

Date: _____

Date: _____

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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16747

SUBJECT: LIBRARY BOOK PURCHASES FROM AMAZON.COM

RECOMMENDATION: That the Board of Trustees grant the Library permission to issue an Open Purchase Order to Amazon.com to order single title books and other formats on behalf of the Library. The term of service is July 1, 2022 to June 30, 2023 and will not exceed \$24,900.

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

Submitted to Board by: _____


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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16748

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

RECOMMENDATION: That the Board of Trustees grant the Library permission to issue an Open Purchase Order to University of Illinois at Urbana-Champaign as the fiscal agent for CARLI (Council of Academic and Research Libraries in Illinois). The term of service is July 1, 2022 to June 30, 2023 and will cover the membership of I-SHARE and database costs not to exceed \$120,000. Contracts for goods or services procured from another governmental agency are exempt from bidding according to state statute.

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

Submitted to Board by: _____


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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

TRITON COLLEGE, District 504
Board of Trustees

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16749

SUBJECT: LIBRARY MEMBERSHIP AND DATABASE PURCHASES THROUGH
NILRC

RECOMMENDATION: That the Board of Trustees grant the Library permission to issue an
Open Purchase Order to NILRC (Network of Illinois Learning Resources in Community
Colleges). The term of service is July 1, 2022 to June 30, 2023 and will not exceed \$75,000.
Contracts for goods or services which are economically procurable from only one source are
exempt from bidding according to state statute.

RATIONALE: NILRC is the statewide organization that represents community college
libraries in Illinois. NILRC negotiates with vendors to provide group pricing on online
databases and library materials and supplies and organizes professional development
opportunities for library and college staff. The Purchase Order will be used to pay the annual
NILRC membership and subscriptions to online databases such as: *U.S. Major Dailies, Grove
Art and Music, Proquest Ebook Central Subject Collections, Academic Video Online, and
History Resource Center.*

Submitted to Board by: _____


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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16750

SUBJECT: TRIO SSS CAMPUS/HISTORICAL TOUR TO ATLANTA, GA

RECOMMENDATION: That the Board of Trustees grant TRIO Student Support Services permission to provide TRIO participants with out of state 4-year institution campus tours and visits to historical sites/ museums in Atlanta, GA. The total cost will be completely funded by institutional funds allocated for TRIO SSS. The proposed tour will be held during summer break; the week of 8/1/2022-8/4/2022 and will not exceed \$42,300.

RATIONALE: TRIO SSS in partnership with Brightspark, a student travel-based organization preferred by TRIO SSS programs, will provide TRIO participants with the opportunity to travel to Atlanta, GA. Included in the tour are the following: Guided campus tours of Clark Atlanta University, Spelman College, Morehouse College & Georgia Institute of Technology. Additionally, visits to the African American Heritage Tour, Martin Luther King Jr National Site, Center for Civil & Human Rights, Apex Museum, and Jimmy Carter Presidential Library & Museum will also be included. The summer break 2022 Campus/Historical Tour provides participants with the opportunity to gain exposure to sites and institutions outside of the local environment thus highlighting out of state institutions as an attainable educational option. Additionally, participants build lasting relationships with both staff and other participants further creating a sense of belonging which in turn directly promotes retention efforts. Permission granted by program officer to travel with participants on a summer Campus/Historical tour.

Submitted to Board by: _____



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

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

Tour Details

Destination: Atlanta

Departing: Monday August 1, 2022

Returning: Thursday August 4, 2022

Tour Pricing by Participation

Paying Passengers	20
Complimentary Chaperones	3
Student Price (Double Occupancy)	\$ 2115

What's Included

Transportation

- Round-trip transportation via Air
- Air Baggage Fees Not Included
- Deluxe Motorcoach

Accommodation

- 3 Nights
- Double occupancy for Students (2 beds per room)
- Single occupancy for Chaperones (2 beds per room)
- Night security each evening at the hotel

Additional Inclusions

- All Admission Fees to Scheduled Activities
- Guided Sightseeing
- WorldStrides Staff including WorldAssist Support
- All Taxes and Gratuities
- Lanyards and Emergency Cards for Each Passenger
- Drawstring Backpacks
- A one-of-a-kind, fun-filled educational experience

Meals

- 4 Breakfasts
- 4 Lunches
- 4 Dinners

Additional Inclusions

- All Taxes and Gratuities
- Professional Course Leader
- Online Tour Management Tool
- 24/7 Emergency Support
- Overnight Hotel Security
- WorldStrides Drawstring Bags, Lanyards & Luggage Tags
- Travel Guard Health & Accident Insurance
- Travel Guard Trip Delay Protection
- The industry's highest liability insurance coverage

Tour Highlights - *all sites pending confirmation*

- Clark Atlanta University Guided Campus Tour
- Tour the World Of Coca Cola
- Atlanta Braves Game
- Spelman College Campus Tour & Information Session - Females Only
- Morehouse College Guided Tour and Information Session - Males Only
- African American Heritage Tour - Tour the historical landmarks of our legacy. Our tour begins with a drive down historic Auburn Avenue, once considered the richest Black street in the world. Visit the Martin Luther King National Historic District. See Dr. King's tomb, Ebenezer Baptist Church and Dr. King's birth home, and various historic exhibits.
- Martin Luther King, Jr. National Site
- Martin Luther King Jr. Visitor Center
- Centennial Olympic Park
- Skyview Atlanta
- Georgia Institute of Technology Campus Tour (booked by group)
- Center for Civil and Human Rights
- Six Flags Over Georgia
- Jimmy Carter Presidential Library and Museum
- Apex Museum
- Georgia Aquarium

WorldStrides Advantage

- 50+ Years of Experience
- Member of Student & Youth Travel Association
- Member of American Bus Association
- Member of National Association for Music Educators
- Member of US Tour Operators Association
- Most comprehensive refund guarantee plan in the industry



Full Refund Program

INVEST WITH CONFIDENCE


Educational travel is an investment in your child's future, and our Full Refund Program protects it should you need to cancel your registration for any reason before departure. The program refunds all money paid (less the cost of the Full Refund Program), plus includes special Job Loss Protection. Add some peace of mind to your trip enrollment with the Full Refund Program.

Payment Schedule

Installment	Due Date	Double Occupancy
Registration Fee	Jul 1, 2022	\$42,300

By signing below, I hereby agree to all attached terms and conditions. I also acknowledge that WorldStrides reserves the right to purchase travel insurance as an inclusion to my travel arrangements on my behalf. Further, by signing below I hereby give authorization to WorldStrides for trip delay benefits if my travel arrangements are impacted and expenses are incurred. I agree to complete the claims documentation directly to the insurance provider to assist with the claim, as needed.

On Behalf of Triton College Student Support Services Representative:

 4/21/22
Signature Date

Jodi Koslow Martin

Name

Vice President of Enrollment Management and Student Affairs

Title

On Behalf of WorldStrides Representative:

Signature

Date

Elaine Maxwell

Name

Educational Travel Specialist

Title

**Please email this signed tour agreement to your
Educational Travel Specialist today!**

WorldStrides Terms and Conditions



TERMS BEFORE WE GET STARTED

Important Information

By registering for this program, you are agreeing to participate in a full-service group educational travel experience, operated by Brightspark Travel, Inc., dba WorldStrides. Because of the unique nature of group travel, many elements of your program and itinerary may be selected and/or scheduled at the direction of your group's Program Leader, who will act as your group's representative. Further, please note that, while WorldStrides and its affiliates will arrange the various travel elements for your trip, the total price quoted for your program includes additional pre-trip services, including but not limited to the development of the associated educational content and materials, the printing and distribution of program materials, the costs associated with our various group health and safety measures, and the administrative and service costs related to group management.

Initial Registration Fee

A non-refundable registration fee per passenger plus the cost of the elective Full Refund Program, if selected, (for US Domestic and Canadian Destinations only) will be required to register for a Tour. The cost of this registrant fee can be found on the Tour Agreement and Parent Letter. This registration fee will be applied to the cost of your Tour. If the tour is cancelled by the Trip Sponsor within 30 days from the initial payment due date, then the full amount of the registration fee (and FRP, if applicable) will be refunded.

FLEXIBLE PAYMENT OPTIONS

We provide you with options and flexibility to make our educational experiences more accessible.

What are your payment options?

1. Full Payment: Pay in full, within 21 days of registration;
2. Auto Pay: Establish automatic payments to be debited from your credit card on a US banking institution via Auto Pay. There are no handling fees associated with payments made through the Auto Pay program.
3. Installment Plan: Make regularly scheduled installment payments under a manual installment plan established by WorldStrides, with a \$3 non-refundable handling fee on each installment payment following your registration, except the initial deposit and the final payment.

Whatever option you choose, please note that your account must be paid in full by the final payment deadline, as stated on your trip information letter, or your account will be subject to cancellation.

Fundraising Payments: All fundraising payments must be provided to WorldStrides two weeks before all final installments are processed. This will allow passengers to pay only what is due on their final account. Any group fundraising that is sent in after this date will be charged a \$75 flat processing fee per fundraising campaign (to be paid by the organization).

What if you're late on a payment?

Late Registration, Late Payment, and Fees: WorldStrides charges a late registration charge, equal to the greater of 10% of the base tour price or \$30, for registrations received after the final payment deadline. If you register prior to the final payment deadline as stated on your trip information letter but your account is not paid in full by that date, WorldStrides charges a \$60 late payment fee. The fee for any late payments made after any scheduled installment date is \$15. No personal checks or business checks will be accepted after the final payment deadline. There is a \$35 service charge on returned checks, declined credit cards or declined e-checks. A \$100 fee may apply for any correction made to your name within 75 days of the departure date. (For international programs, a \$150 fee may apply for any changes made within 105 days of departure). A \$50 fee, plus any additional airfare costs, will be assessed if you cancel your reservation and choose to re-instate at a later date.

The non-refundable FRP deposit, handling charges, merchandise fees, fees for returned checks, fees for declined credit cards or electronic drafts, late payments, and registration fees are not refundable under any circumstances.

Waitlist: Your program space is not guaranteed until your account has been paid in full and you have been advised in writing that all conditions for travel have been satisfied. If you are placed on a waitlist due to late registration or an outstanding account balance after final payment your account must clear waiting list procedures and may involve additional airline and other charges.

What do you need to know about your program fees?

The price quoted is based upon a minimum number of travelers, the content of the program as outlined in your trip information letter and the date of your registration. A registrant may receive a special price by registering by the registration deadline in the trip information letter. The price quoted is also subject to adjustment if the minimum enrollment is not met, if the program content or itinerary changes, or in the event of circumstances beyond WorldStrides's direct control. These include, but are not limited to, increases in travel security charges, government-imposed fees and taxes, costs related to or resulting from government or carrier-imposed safety measures, fuel and energy costs and charges, and airline, vendor, or group imposed schedule changes or delays. If your price is guaranteed for a stated minimum number of participants, your group may be combined with other group(s) on the program to reach minimum. The combinations may not be of the same age level or have the same itinerary. If the Program Leader chooses not to be combined and travels with less than the minimum number of participants, an additional cost will be charged to your account.

Non-Refundable Fees: The non-refundable FRP deposit, handling charges, merchandise fees, fees for returned checks, fees for declined credit cards or electronic drafts, late payments, and registration fees are not refundable under any circumstances.

Fuel Surcharges, Taxes and Other Fees: The Tour price includes all known surcharges (fuel, taxes and other fees) known at the time the group contracted with WorldStrides. However, given the volatile nature of fuel prices, suppliers (for example, airlines and coach carriers) at times must assess a fuel surcharge which is not known by any party at the time of contracting service. You will be informed of any fuel surcharge prior to your final payment due date. No surcharge will ever be assessed after the final payment due date. Additionally, for air tours, airline bag fees, unless otherwise indicated on the Tour Agreement or Parent Letter, are NOT included in the price of the Tour and are the responsibility of the individual or group checking bags or instruments.

Occasionally a governing body will add a tax after transportation has been contracted. Any taxes not in existence at the time the Tour was contracted will be assessed back to the group.

It is important to know that WorldStrides works closely with all its suppliers to eliminate or minimize any surcharges related to fuel, taxes or fees. In recent years we've been able to absorb many small increases and not pass them back to our travelers. Given the rising price of fuel, it's important to know a fuel surcharge could be assessed if the price of oil continues to increase.

What is not included in your program fees?

Unless specifically stated in your trip information letter, WorldStrides's program prices do not include optional additional college credit fees, passport fees, visa fees, Full Refund Program fees, lunches, beverages with meals, baggage charges, expenses incurred during free time, portage at airports and hotels, transportation from your home to the origination point of the program and back, tips to guides and long-distance bus drivers, or overnight lodging and meals in the United States prior to departure or upon return of an international flight.

Supplements: Adults pay a supplement based on room occupancy. If a traveling partner is available and hotel configuration allows, adults can be registered two to a room, for a supplement of an additional 15% of base trip price. For a single occupancy room, adults pay a supplement of 30% of base trip price. Upon all parties' approval and subject to availability, adults may share a triple room for an additional charge of 10% of base trip price. There is no supplement (0%) for quad occupancy of a room by adults (other than Florida and West Coast science programs – 5% supplement)

For Science & International Programs only - Registration for children 12 and under is subject to individual review, and the decision to allow participation in a trip is at the sole discretion of WorldStrides.

Frequent Flyer Miles: Frequent flyer miles are not available to participants.

EXPLORE BEYOND THE CLASSROOM

The Program Information Itinerary

Approximately two weeks prior to departure, you will be sent details regarding flight and hotel information, departure and return times, packing tips, drop-off/pick-up locations, etc.

Protecting You on Tour

All participants are provided accident, illness, and accident-related dental insurance coverage up to \$50,000 travel medical expenses, and \$500 for accident-related dental. Pre-existing conditions are not covered. Any charges not covered are the responsibility of the participant. Other limitations may apply. Full details are available upon request.

Participants are solely responsible for their pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations, and any other medical care and treatment.

Travel Documentation

The price quoted is based upon a minimum number of travelers, the content of the program as outlined in your trip information. Every participant must have the required documentation necessary to participate in the trip prior to the date of departure, including date of birth and necessary identification that fully matches the name provided to WorldStrides for inclusion on travel documentation and airline tickets, and must meet any other applicable compliance requirements issued by the Transportation Security Administration or related agencies.

WorldStrides provides online and customer service to keep the program participant's information current and it is the participant's sole responsibility to assure that this information is fully up to date no later than 60 days prior to the group's departure date. If changes occur after that date, the participant must contact customer service and additional change fees may apply. Visit the Transportation Security Administration website at www.tsa.gov for more information.

If a participant is unable to travel due to the lack of a proper identification, passport or visa, or necessary inoculations, the standard cancellation policy will apply. Reservations are not transferable at any time.

Course Credit

Because WorldStrides holds various accreditations, participants in a WorldStrides program may qualify for course credit. Schools, colleges, and universities hold varying policies regarding a student's eligibility to earn or redeem course credit from other accredited institutions. Students should consult their school guidance counselors and/or school policy handbooks to determine their eligibility. WorldStrides is not responsible for the approval or issuance of course credit.

Personal Property

Participants are fully responsible for any costs arising from the damage, loss, or theft of any personal property during the program.

Travelers with Disabilities

WorldStrides happily welcomes all travelers on our tours. However, the trips are fast paced, require a great deal of walking, and can be physically demanding. Due to these restrictions, you may not be able to fully participate in the tour. Furthermore, WorldStrides is not responsible for any denial of service by carriers, hotels, restaurants, and other independent suppliers, and cannot refund the cost of any activity in which you were unable to participate. We encourage that any disability requiring special attention be reported to the Program Leader and WorldStrides at the time you make your reservation. WorldStrides will make reasonable attempts to accommodate special needs. Travelers requiring extraordinary assistance must be accompanied by a paying companion who is capable of and totally responsible for providing the necessary assistance.

Special Dietary Requirements

WorldStrides cannot be responsible for accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any problems associated with the same. All issues regarding food and drink, including allergies, or dietary requirements and restrictions, are the sole responsibility of the participant.

Supervision/Behavior

WorldStrides, the Program Leader, and chaperones establish behavior rules and directions for all student participants. Failure to abide by the rules or directions may result in the student being sent home at the parents' expense without any right to a refund. All program participants will be responsible for their own actions at all times. Participants will be required to sign a behavior contract prior to departure.

On occasion, program participants may be allowed by the Program Leader to leave the group and to explore on their own. WorldStrides has no responsibility for participants when they are on their own and it is the sole responsibility of those participants to take whatever actions are necessary to rejoin the group, at their own cost. If a program participant is late in appearing for a scheduled departure, the Program Leader has no duty to delay the Program to wait for the participant.

What happens if your program changes after registration?

Program Changes Made by WorldStrides: Changes or substitutions in hotels, itinerary, inclusions, or airports may be made depending on your travel dates, arrival and departure times, national holidays, and events beyond WorldStrides's control at the discretion of WorldStrides as it deems necessary or desirable. On certain dates some attractions or activities may be closed. Whenever possible, suitable alternatives will be provided.

WorldStrides reserves the right to change the date of departure due to heavy demand on certain peak travel dates by no more than two days from the original departure date. These changes are not grounds for cancellation without penalty or for refunds after the tour. On occasion, WorldStrides must change dates of a scheduled program by 3 days or more as the result of operational challenges, including without limitation, travel restrictions, event cancellations, facility closures, government-imposed restrictions/closures, or other reasons beyond the control of WorldStrides. Should WorldStrides need to change the dates of a scheduled program by 3 days or more, we will work with your group's Program Leader to reschedule or postpone your trip to dates that work for your group. If you find it necessary to cancel because your program dates are changed by 3 days or more the WorldClass Flex Policy will apply.

Changes Made by Your Group: Plan your trip with confidence. We understand your group may need to change your trip due to unforeseen circumstances. If your group decides they are not comfortable traveling, you can move your trip to an alternative destination or move to a new future date up until 45 days before departure. Changing the destination or date of the trip will be determined based on availability of trip components including, but not limited to, accommodations, venues, attractions, content, meals, and transportation. We will work with your program leader to find an alternative date no less than 1 day later from your originally scheduled departure date up until 24 months later. Your group will be able to adjust your trip with no additional fees, just the difference (if applicable) in the price of the new trip.

If your group is unable to reschedule your trip to a new destination or date or your program is canceled due to exceptional circumstances, as outlined in the Exceptional Circumstances section, your group will have the flexibility to cancel. Standard cancellation fees will apply to all travelers if the trip is canceled more than 75 days. For trips canceled with less than 74 days, travelers who did not purchase FRP (who are eligible for a full refund on all monies paid in less non-refundable fees), will be covered under our Flex Program and be refunded all monies paid in, less non-refundable fees and the Flex Program fee of \$399 for international air travel, \$289 for domestic air travel or \$149 for domestic bus travel.

For International travelers and travelers from Mexico, the following schedule applies: For cancellations occurring within 24 hours following receipt of registration confirmation you are entitled to a full refund. Beyond the 24-hour grace period, WorldStrides retains 25% of the base trip price* (minimum charge of \$120 if the base trip price is \$400 or more) for cancellation letters postmarked more than 110 days to departure, 50% of the base trip price for cancellation letters postmarked 45-109 days prior to departure, or 100% of base trip price for cancellation letters postmarked 44 days or less to departure. In the event that your group size falls below 10 participants and you cancel or are canceled, your entire airfare amount may become non-refundable.

What if you have to cancel your registration?

All cancellations must be made in writing by the person listed on the registration form to customerservice@worldstrides.org or via mail to WorldStrides, P.O. Box 9033, Charlottesville, VA 22906-9033, must be postmarked prior to the group's departure, and must include account number, registrant's name, and complete address. Alternatively, the Program Leader may cancel the program on behalf of the entire group, or any individual participant. Within 24 hours following receipt of your registration confirmation or initial payment invoice (whichever is first), you may cancel your WorldStrides program and receive a full refund. After 24 hours, the Standard Cancellation Policy applies unless the Full Refund Program (FRP) option is purchased.

All refunds are issued using the original form of payment on the account. Check refunds are only issued to the primary responsible party listed on the account.

Full Refund Program (FRP) FOR US DOMESTIC AND CANADIAN DESTINATIONS ONLY

WorldStrides offers a cancellation protection program that covers Tour payments should the passenger not be able participate for any reason. FRP is a highly recommended optional program at an additional charge. FRP must be paid at the time of the initial Tour registration. The price of FRP can be found on the Tour Agreement and the Parent Letter.

If you have purchased FRP and cancel, all payments made by you over and above the cost of the protection are 100% refunded.

Standard Cancellation Policy: The services and value we provide begin long before your date of departure, and there are significant unrecoverable costs as your departure date approaches. Therefore, if you do not enroll in the FRP program and you, the Program Leader, school, or school administration must cancel beyond the 24-hour grace period, WorldStrides must retain (in addition to the Non-Refundable Fees):

- 25% of the base trip price (minimum charge of \$120 if base trip price is \$400 or more) if your cancellation letter is postmarked more than 75 days prior to the group's departure,
- 50% of the base trip price if your cancellation letter is postmarked 45 to 74 days prior to group's departure, or
- 100% of the base trip price if your cancellation letter is postmarked 44 days or fewer prior to group's departure.

Cancellation due to Exceptional Circumstances: If your group is unable to reschedule your trip to a new destination or date, and your program is canceled or cannot be delivered due to Exceptional Circumstances (explained below), travelers who did not purchase the Full Refund Program plan, will be refunded all monies paid less Non-Refundable Fees and any additional cancellation fee of \$399 for trips involving international air travel, \$289 for trips involving domestic air travel, or \$149 for trips involving domestic bus travel. After August 2021, cancellation fees for non-purchasers of the Full Refund Program plan will be \$499 for international air travel, \$389 for domestic air travel, and \$189 for domestic bus travel. Please note – these fees are not intended to be a penalty, but rather a fair estimation of a portion of the unrecoverable internal and external costs related to planning, managing, and administering a full-service group travel program, that are incurred by WorldStrides prior to the date of departure

Exceptional Circumstances: Without limitation, WorldStrides, including its affiliates, owners, officers, agents, employees or any associated organization, is not responsible for any injury, loss, or damage to person or property, death, delay, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with animals, sanitation problems, food poisoning, lack of or quality of medical care, illness or disease, difficulty in evacuation in case of a medical or other emergency, or for any other inconvenience beyond the direct control of WorldStrides in connection with the provision of any goods or services whether occasioned by or resulting from, but not limited to, Exceptional Circumstances, which include, but are not limited to, acts of force majeure, war (whether declared or not), criminal or terrorist activities of any kind or the threat thereof, or civil unrest, strikes or other restrictive labor activities, illness or disease, actual, perceived or threatened epidemics or pandemics, government-imposed travel restrictions or closures.

PROTECTING YOUR INVESTMENT

USTOA Membership Means You're Protected: WorldStrides, as an Active Member of USTOA, is required to post \$1 million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of WorldStrides' customers in the unlikely event of WorldStrides' bankruptcy, insolvency, or cessation of business. Further, you should understand that the \$1 million posted by WorldStrides may be sufficient to provide only a partial recovery of the advance payments received by WorldStrides. Complete details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by e-mail to information@ustoa.com or by visiting their website at www.ustoa.com.

GENERAL INFORMATION

Third-Party Providers: WorldStrides Inc., its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively, "WorldStrides") does not own, operate or control any person or entity which is contracted to or does provide goods or services for your trip, including, for example, lodging facilities, airline, vessel or other transportation companies, guides or guide services, local ground operators, entertainment or sightseeing operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, WorldStrides is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party. Further, WorldStrides is not liable for any inconvenience, costs, losses, or damages associated with the denial of services or special requirements of services imposed by such person or entity, or of any third party.

Arbitration: Any dispute concerning these Terms & Conditions and/or any other matter concerning the trip, including, but not limited to, any events and circumstances occurring during the trip, shall be resolved solely and exclusively by binding arbitration in Charlottesville, Virginia pursuant to the then existing commercial rules of the American Arbitration Association. In any such arbitration, the substantive (but not procedural) law of the Commonwealth of Virginia shall apply. By accepting these Terms and Conditions, you are irrevocably, unconditionally, and expressly submitting to binding arbitration, in lieu of having any such dispute decided in a court of law before a jury.

Privacy: Because the nature of our business requires coordination with various providers who deliver the travel services, it is necessary to share some personal information from time to time.

Seller of Travel Registrations:

- Hawaii TARS-5388; IA 568; and WA 601 887 646, 602 011 744.
- California Seller of Travel Registration No: 2041618-20. Note: Registration as a seller of travel does not constitute approval by the state of California. WorldStrides' principal office is located in Charlottesville, VA. This transaction is not covered by the California Travel Consumer Restitution Fund. You are not eligible to file a claim against that Fund in the event of WorldStrides' default.

Please note: A participant will not be allowed to travel on a WorldStrides tour if his/her name does not appear on the travel roster on the day of departure, or if he/she has not submitted a signed waiver and release form, emergency medical release form, or personal behavior contract. By registering for a WorldStrides trip, and making an initial deposit, participants and/or persons listed on the account are agreeing to and consenting to these Terms and Conditions. If you do not understand any of the foregoing Terms and Conditions, or if you have any questions or comments, please contact WorldStrides Customer Support at 1-800-468-5899.

Rev 02/22

Day One - Monday August 1, 2022

Arrive at the airport to check in for your flight

Breakfast - Meal Money \$15

Flight departs Chicago

Flight lands in Atlanta

Tour Director meets group in baggage claim

Depart for sightseeing

Lunch at The Varsity - Voucher

1:00 PM Clark Atlanta University Guided Campus Tour

3:00 PM Tour the World Of Coca Cola

6:00 PM **Dinner at Mary Mac's Tea Room**

Centennial Olympic Park

8:15 PM Skyview Atlanta

10:00 PM Hotel Check-In: Drury Inn & Suites Atlanta Marietta
1170 Powers Ferry Pl
Marietta, GA 30067
(770) 612-0900

Private overnight security at the hotel each evening

Day Two - Tuesday August 2, 2022

8:00 AM **Breakfast at your hotel**

9:00 AM Depart for sightseeing

10:00 AM Spelman College Campus Tour & Information Session
- Females Only

10:00 AM Morehouse College Guided Tour and Information
Session - Males Only

Lunch with \$15 meal money

1:30 PM African American Heritage Tour - Tour the historical landmarks of our legacy. Our tour begins with a drive down historic Auburn Avenue, once considered the richest Black street in the world. Visit the Martin Luther King National Historic District. See Dr. King's tomb, Ebenezer Baptist Church and Dr. King's birth home, and various historic exhibits.

Martin Luther King, Jr. National Site

Martin Luther King Jr. Visitor Center

7:00 PM Atlanta Braves Game

Dinner - Meal Money \$20

10:30 PM Arrive at your hotel for the evening

Day Three - Wednesday August 3, 2022

7:00 AM **Breakfast at your hotel**

8:00 AM Depart for sightseeing

9:00 AM Georgia Institute of Technology Campus Tour (booked by group)

11:00 AM Center for Civil and Human Rights

1:30 PM Six Flags Over Georgia

Six Flags Over Georgia Meal Deal - 1 Meal, 1 Snack and all day drinks

Dinner - Meal Money \$15

10:00 PM Arrive at your hotel for the evening

Day Four - Thursday August 4, 2022

8:00 AM **Breakfast at your hotel**

9:00 AM Depart for sightseeing

9:30 AM Jimmy Carter Presidential Library and Museum

11:30 AM Apex Museum

Lunch - Meal Money \$15

2:00 PM Georgia Aquarium

Depart for the airport

Arrive at the Atlanta airport to check in for your flight

Dinner - Meal Money \$15

Flight departs Atlanta

Flight lands in Chicago

In keeping with WorldStrides' commitment to safety and security, all of our itineraries are compliant with Department of Transportation rules and regulations giving drivers at least 9 hours off each night and a maximum of 15 hours on duty during any 24 hour period.

Your WorldStrides Course Leader and Guides reserve the right to revise your group's itinerary due to unforeseen circumstances such as traffic, road closures, site closures, and weather. Your Course Leader or Guide will consult with the Program Leader and Bus Driver(s) on any changes.

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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16751

SUBJECT: 2022 FEDERAL TRANSIT ADMINISTRATION (FTA) CERTIFICATIONS AND ASSURANCES

RECOMMENDATION: That the Board of Trustees approve the 2022 FTA Certifications and Assurances. This certification allows Triton College to continue to provide the Success Express Shuttle Bus Service. There is no cost to Triton College associated with the FTA Certifications and Assurances.

RATIONALE: PACE has informed the College that the submission of the FTA Certifications and Assurances is required annually in order to remain in compliance with federal statutes and regulations.

Submitted to Board by: _____


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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (a) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the State has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:

- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
- (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
- (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will

receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act’s Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula

Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (b) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;

- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS
FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT
PROGRAMS).**

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),

- (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
- (4) Category 09 (Formula Grants for Rural Areas),
- (5) Category 15 (Alcohol and Controlled Substances Testing), and
- (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Triton College

The Applicant certifies to the applicable provisions of all categories: (*check here*) X.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01	Certifications and Assurances Required of Every Applicant
02	Public Transportation Agency Safety Plans
03	Tax Liability and Felony Convictions
04	Lobbying
05	Private Sector Protections
06	Transit Asset Management Plan
07	Rolling Stock Buy America Reviews and Bus Testing
08	Urbanized Area Formula Grants Program
09	Formula Grants for Rural Areas
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Triton College

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Mark R. Stephens, Board Chairman Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

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

Meeting of May 17, 2022

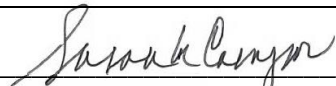
ACTION EXHIBIT NO. 16752

**SUBJECT: FIRST AMENDMENT OF MEMORANDUM OF UNDERSTANDING
WITH THE ILLINOIS BROTHERHOOD OF ELECTRICAL WORKERS
(IBEW) RENEWABLE ENERGY FUND, INC.**

RECOMMENDATION: That the Board of Trustees approve the First Amendment of the Memorandum of Understanding (MOU) between Triton College and the IBEW Renewable Energy Fund, Inc (REF). Both Triton College and REF desire to continue offering training opportunities consistent with the terms and conditions of the MOU. The First Amendment extends the term of the MOU from May 21, 2022 until August 31, 2022.

RATIONALE: The original MOU enabled up to 30 low-income or minority or economically disadvantaged Triton College Students to earn the Renewable Energy Technology certificate and for up to 15 students to complete the Renewable Energy Technology degree with significant financial support. This First Amendment allows both parties time to review the MOU after running these programs for the past two academic years and make any needed adjustments prior to the start of the 2022-23 academic year.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

FIRST AMENDMENT

THIS FIRST AMENDMENT to the Memorandum of Understanding (the "MOU") by and between Illinois IBEW Renewable Energy Fund Inc. ("the REF") and Community College District 504, commonly known as Triton College ("the School"), an Illinois Community College dated February 22, 2022, is made and executed on this 14th day of APRIL, 2022.

Recitals

WHEREAS, the MOU between the Parties is set to expire on May 21, 2022; and

WHEREAS, the REF desires to continue to offer training opportunities to its members throughout the summer session; and

WHEREAS, the School is able and willing to continue providing training opportunities consistent with the terms and conditions of the MOU.

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

Section E "Termination" of the Agreement is hereby amended to provide as follows:

The initial two (2) year term of the Agreement shall be construed to lapse on August 31, 2022. Any agreement or desire to extend the terms and conditions of the MOU past that date shall be treated as a new MOU between the Parties, which shall be negotiated and agreed upon in writing.

Either party may suspend participation in this MOU at any time by providing written notice to the other party. Any students enrolled in the Certificate or Degree program at the time of termination shall be permitted to complete the then current semester under the terms and conditions stated herein.

Renewal of the MOU must be acknowledged in writing and signed by the authorized agents of Triton and REF

All other terms and conditions of the MOU not amended herein remain unchanged and in full force and effect for the duration of the MOU.

IN WITNESS WHEREOF, REF has caused this Amendment to be executed by a duly authorized officer, and the School has executed this Amendment by signing below as of the day and year first above written.

TRITON COLLEGE:

**ILLINOIS IBEW RENEWABLE ENERGY FUND,
INC.:**

Signature

By: 
Its: _____

**Mark R. Stephens
Chairman Board of Trustees**

**ROBERT NATTIER
EXECUTIVE DIRECTOR**

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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16753

SUBJECT: AGREEMENT WITH IHEART MEDIA

RECOMMENDATION: That the Board of Trustees approve the purchase of radio advertisements, Web banners, Web streaming, and additional recruitment opportunities with iHeart Media, on various stations, KISS FM, WGCI, WCHI, WLIT and Podcasting on all iHeart networks, for Fiscal Year 2023 enrollment. Additional recruitment opportunities may include contests with the station, appearances by the radio station talent, and various events to promote Triton College. The advertisements will run throughout Fiscal Year 2023 at a cost not to exceed \$90,000.

RATIONALE: The advertisements will promote Triton College brand awareness and registration throughout Fiscal Year 2023.

Sean Sullivan

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

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

March 22, 2022



How iHeartMedia can Help Triton College Increase Brand Awareness and Enrollment

Presented By: Michelle Lemke



AMERICA'S #1 AUDIO COMPANY
REACHING 9 OUT OF 10 AMERICANS EVERY MONTH

RADIO · DIGITAL · SOCIAL · PODCASTS · INFLUENCERS · DATA · EVENTS

WKSC MEDIA PLAN

WKSC-FM (CHR - Mainstream Hits)

Station/Daypart	Spots	Rate	Length	Net Cost	IMPs
STATION TOTALS / AVERAGES	240	\$98.75		\$23,700.00	2,107,200

07/18/22 - 08/14/22, 12/19/22 - 01/15/23, 04/24/23 - 05/21/23 - 12 weeks

Total per week	20	\$98.75		\$1,975.00	175,600
Mo-Fr 6a-7p	3	\$325.00	30	\$975.00	31,800
Mo-Fr 8a-10p	4	\$100.00	30	\$400.00	36,000
Mo-Su 12a-12p	6	\$0.00	30	\$0.00	29,400
Sa-Su 10a-8p	4	\$150.00	30	\$600.00	29,200
Mo-Fr 8a-8:30a	3	\$0.00	5	\$0.00	49,200

WGCI MEDIA PLAN

WGCI-FM (Hip Hop/R&B)

Station/Daypart	Spots	Rate	Length	Net Cost	IMPs
STATION TOTALS / AVERAGES	216	\$90.00		\$19,440.00	1,267,200

07/18/22 - 08/14/22, 12/19/22 - 01/15/23, 04/24/23 - 05/21/23 - 12 weeks

Total per week	18	\$90.00		\$1,620.00	105,600
Mo-Fr 6a-7p	3	\$325.00	30	\$975.00	21,000
Mo-Fr 8a-10p	3	\$100.00	30	\$300.00	20,400
Mo-Su 12a-12p	6	\$0.00	30	\$0.00	18,000
Sa-Su 10a-8p	3	\$115.00	30	\$345.00	23,400
Mo-Fr 8a-8:30a	3	\$0.00	5	\$0.00	22,800

WCHI MEDIA PLAN

WCHI-FM (Rock - Classic Rock 90s core)

Station/Daypart	Spots	Rate	Length	Net Cost	IMPs
STATION TOTALS / AVERAGES	216	\$43.33		\$9,360.00	1,533,600

07/18/22 - 08/14/22, 12/19/22 - 01/15/23, 04/24/23 - 05/21/23 - 12 weeks

Total per week	18	\$43.33		\$780.00	127,800
Mo-Fr 6a-7p	3	\$135.00	30	\$405.00	29,700
Mo-Fr 8a-10p	3	\$55.00	30	\$165.00	26,700
Mo-Su 12a-12p	6	\$0.00	30	\$0.00	25,800
Sa-Su 10a-8p	3	\$70.00	30	\$210.00	22,500
Mo-Fr 8a-8:30a	3	\$0.00	5	\$0.00	23,100

WLIT MEDIA PLAN

WLIT-FM (AC - Soft)

Station/Daypart	Spots	Rate	Length	Net Cost	IMPs
STATION TOTALS / AVERAGES	90	\$153.45		\$13,875.00	4,827,000

12/05/22 - 12/11/22 - 1 week

Total per week	32	\$157.03		\$5,025.00	1,760,000
Mo-Fr 6a-7p	5	\$600.00	30	\$3,000.00	329,500
Mo-Fr 7a-7:30a	5	\$0.00	5	\$0.00	153,000
Mo-Fr 8a-10p	5	\$125.00	30	\$625.00	316,000
Mo-Su 12a-12a	10	\$0.00	30	\$0.00	433,000
Sa-Su 10a-8p	7	\$200.00	30	\$1,400.00	528,500

12/12/22 - 12/18/22 - 1 week

Total per week	33	\$158.33		\$5,225.00	1,835,500
Mo-Fr 6a-7p	5	\$600.00	30	\$3,000.00	329,500
Mo-Fr 7a-7:30a	5	\$0.00	5	\$0.00	153,000
Mo-Fr 8a-10p	5	\$125.00	30	\$625.00	316,000
Mo-Su 12a-12a	10	\$0.00	30	\$0.00	433,000
Sa-Su 10a-8p	8	\$200.00	30	\$1,600.00	604,000

12/19/22 - 12/23/22 - 1 week

Total per week	25	\$145.00		\$3,625.00	1,231,500
Mo-Fr 6a-7p	5	\$600.00	30	\$3,000.00	329,500
Mo-Fr 7a-7:30a	5	\$0.00	5	\$0.00	153,000
Mo-Fr 8a-10p	5	\$125.00	30	\$625.00	316,000
Mo-Fr 12a-12a	10	\$0.00	30	\$0.00	433,000

114/153

DIGITAL MEDIA PLAN

Streaming Audio

Targeting Hip Hop, Mix Variety, Rock, Top 40

Total Impressions – 460,001

Total Net Investment - \$6900.03

ROS Video

Targeting Adults 18-24 in Chicago going to any iHeart station website

Total Impressions – 57,500

Total Net Investment - \$1725

Total Impressions – 517,501

Total Net Investment (Digital) - \$8625.03

Total Net Investment (Radio) - \$66,375

Total Net Investment - 75,000.03

PODCAST MEDIA PLAN

Targeting Summary

Podcast Networks=RON-All; Geo:DMA=Chicago IL; Audience Segments=Career - Adult Learners, Career - Student

Flight Name	Dates	Description	Unit Type	Ordered Quantity	Net Unit Cost	Net Cost
July-August	07/18/22 - 08/14/22	iHeart Audience Network (iAN) - Podcast	Impressions	250,000	\$20.00	\$5,000.00
December - January	12/19/22 - 01/15/23	iHeart Audience Network (iAN) - Podcast	Impressions	250,000	\$20.00	\$5,000.00
April - May	04/24/23 - 05/21/23	iHeart Audience Network (iAN) - Podcast	Impressions	250,000	\$20.00	\$5,000.00

Total Impressions – 750,000
Total Net Investment - \$15,000

113/153

Sean Sullivan, VP of Business Services




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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16754

SUBJECT: AGREEMENT WITH INTERSTATE OUTDOOR ADVERTISING

RECOMMENDATION: That the Board of Trustees approve the expenditure paid to Interstate Outdoor Advertising to rent billboard advertising space on North Avenue and Fifth Avenue. This Agreement will begin July 1, 2022 and run through June 30, 2023 at a cost not to exceed \$30,000.

RATIONALE: The billboard advertisement will promote Triton College brand awareness and registration throughout Fiscal Year 2023.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

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

Out-of-Home Media Contract

Date 3/17/2022
 Contract No. 31645
 Account Executive(s) Damon Calandro

Market	Media Type	Unit #	Description	Size	Qty	Facing	Start Date	End Date	Period Type	Periods	Cost Per Period	Total Cost
Chicago DMA	Bulletins	C513D	N/S West North Ave (Rte 64) just W/O River Rd (Rte 171)	14' x 48'	1	West	6/30/2022	6/28/2023	4-Weekly	13.00	\$2,295.00	\$29,835.00

Net Total Contract	\$29,835.00
Production and Install	\$0.00
Total Net Amount	\$29,835.00

Special Instructions:

Three vinyls and three installs included. Additional vinyls billed at \$1,280 net/vinyl plus tax and shipping. Additional installs billed at \$500 net/install plus tax.
 Payment Terms: Net 15 Days
 Photo Required: Yes
 Send Photo To: reneeswanberg@triton.edu.

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



905 North Kings Highway | Cherry Hill, NJ 08034 | P (856) 667-6620 F (856) 482-6195



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

Phone / Fax (708) 456-0300

Out-of-Home Media Contract

Date 3/17/2022
Contract No. 31645

Account Executive(s) Damon Calandro

INTERSTATE shall maintain the above mentioned advertising display(s) of the above advertiser, subject to the Terms and Conditions of this contract, which are attached hereto or set forth on both sides or pages of this contract, and made a part hereof, and shall constitute the entire agreement between the parties. No change or modification thereof shall be effective unless made in writing and signed by both parties. Please indicate your acceptance of the terms and conditions by signing below and initialing the Terms and Conditions page. **NOTE:** Price shown does not include the cost of fabrication or installation of cut-outs or extensions. Agency / Advertiser agrees to pay a one-time fabrication and installation charge of \$25.00 / sq. ft. for any cut-outs or extensions specified by the artwork supplied.

Interstate _____	Advertiser _____ Triton College	Agency/Outside Party _____
Signature _____	Signature _____	Signature _____
Title _____	Title _____	Title _____
Printed Name _____	Printed Name Sean Sullivan, VP of Business Services	Printed Name _____
Date _____	Date _____	Date _____

This Contract may not be altered in any manner without the prior consent of Interstate and any alterations to this Contract made without such prior written consent are null and void.

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



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

Phone / Fax (708) 456-0300

Out-of-Home Media Contract

Date 3/17/2022
Contract No. 31645

Account Executive(s) Damon Calandro

Terms and Conditions

TERMS AND CONDITIONS 1. (a) The use and operation of the advertising display(s), posters, bulletins, panels, flex faces, painted designs, newsstand displays or tide boards (sometimes "signs", "advertising space", "Space" or "Display") and the size, form, wording, illustration and style of all copy to be utilized under this Contract shall be subject to the following: (i) they may not be used or permitted to be used for the sale or exhibition of any article in any way related to pornography, or for any other purposes which would commonly be referred to as erotic or which encourage illegal activities; (ii) the approval of INTERSTATE, and INTERSTATE reserves the right to reject at anytime, either before or after painting, posting or copy changes, any copy or advertisement which in its sole opinion is of an objectionable character; and (iii) shall be subject and subordinate to, any lease, license or agreement granting INTERSTATE the right to use the advertising space, if any. (b) Advertiser and Agency (collectively sometimes "Advertiser" or "Advertiser/Agency") warrants that no advertisement or part thereof shall violate any statute, regulation or rule of any federal, state or local government, governmental agency, or court order, and shall hold harmless, indemnify and defend INTERSTATE against any liability, loss, damage, cost, judgment or expense, including reasonable attorney's fees, which INTERSTATE may incur by reason of any material or message that may be presented in said advertisements, or for infringement of trade name, copyrights, invasion of rights or privacy, illegal competition or trade practices or claims of a similar nature. 2. Advertiser may change the copy on the display at the time of reposting (vinyl, poster, paint or other acceptable material to Interstate, hereinafter "Display Copy"), provided that it shall deliver new copy instructions to INTERSTATE not less than sixty (60) days prior to the reposting date and providing no agreement to the contrary is written on the first page of this Contract. With respect to the initial posting or painting and all subsequent copy to be displayed under this Contract, INTERSTATE shall have up to seven (7) business days after the designated installation date to complete the installation. Original copy and/or copy changes will be faithfully reproduced and executed in a professional manner and maintained in good condition during the term of this Contract. 3. (a) In the event INTERSTATE is unable to maintain the Display or its unobstructed visibility due to any circumstances beyond its sole and exclusive control, including, but not limited to, force majeure, terrorism, the advertisement violates the law, acts of God, fire, labor dispute, strike, casualty, loss of space, lease termination, change in law, governmental action or order, vandalism, weather damage, lack of access or any other cause or condition, then INTERSTATE will be discharged from the obligation of displaying the advertising during the period of such inability and shall be released from all liability for failure to display the advertising as well as any costs resulting from damage to the copy and the replacement thereof except that the payment to INTERSTATE for the affected Display shall be reduced for the time period the advertising is not posted. However, such inability shall not affect a termination of this Contract or a diminution of Advertiser's obligations hereunder. This reduction in payments to INTERSTATE for the affected Display shall be the sole and exclusive remedy available to the Advertiser and in complete satisfaction of any claims the Advertiser may have against Interstate for any cause, claim, loss, cost, expense, damage, liability, right or remedy, or inability to Display the advertising or breach or default by INTERSTATE under this Contract. The Advertiser shall have no other or further right, remedy, claim or cause of action against INTERSTATE. INTERSTATE shall not be responsible for any lost revenue, profit, indirect, special, punitive or consequential damages claimed to be due for its failure to perform according to the terms of this Contract, or arising out of, concerning or related to this Contract, however caused, regardless of the theory of liability (whether in contract, tort, including negligence, or otherwise). (b) INTERSTATE shall have the right to cancel and terminate this Contract if INTERSTATE or its landlord intends to develop the space, or demolish, alter or rebuild the building containing the Display, or upgrade the Display to non-static digital. Such cancellation and termination shall be exercised by INTERSTATE giving Advertiser not less than thirty (30) days written notice thereof, and upon the date designated in such notice so served by INTERSTATE, which in

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



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

Phone / Fax (708) 456-0300

Out-of-Home Media Contract

Date 3/17/2022
Contract No. 31645

Account Executive(s) Damon Calandro

Terms and Conditions

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

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



To: **Advertiser** Triton College
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 Room P-104
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Phone / Fax (708) 456-0300

Out-of-Home Media Contract

Date 3/17/2022
Contract No. 31645

Account Executive(s) Damon Calandro

Terms and Conditions

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

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



To: Advertiser Triton College
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Attention Renee Swanberg
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Room P-104
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Phone / Fax (708) 456-0300

Out-of-Home Media Contract

Date 3/17/2022
Contract No. 31645
Account Executive(s) Damon Calandro

Terms and Conditions

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

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



905 North Kings Highway | Cherry Hill, NJ 08034 | P (856) 667-6620 F (856) 482-6195



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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16755

SUBJECT: AGREEMENT WITH TOTAL TRAFFIC AND WEATHER NETWORK

RECOMMENDATION: That the Board of Trustees approve the purchase of advertisements during traffic, news, weather and sports reports to be paid to Total Traffic for Fiscal Year 2023 enrollment. The advertisements will run on WCHI-FM, WGCI-FM, WKSC-FM, WLIT-FM, WOJO-FM, WPWX-FM and WTMX-FM radio stations throughout Fiscal Year 2023 at a cost not to exceed \$30,000.

RATIONALE: The advertisements will promote Triton College brand awareness and registration throughout Fiscal Year 2023.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No



Total Traffic & Weather Network

TTWN MEDIA PLAN

- **CAMPAIGN DATES:** July 18, 2022 – May 21, 2023
- **TIMING:** 3 Flights
- **TOTAL IMPRESSIONS** – 741,000
- **TOTAL SPOTS** – 210
- **LENGTH** – 30 seconds
- **DAYPARTS** – M-F 5a-8p
- **TOTAL NET INVESTMENT** - \$30,000

Sean Sullivan, VP of Business Services

123/153



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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16756

SUBJECT: AGREEMENT WITH VIEW TRANSIT

RECOMMENDATION: That the Board of Trustees approve the purchase of bus shelter advertisements to be paid to View Transit in support of Fiscal Year 2023 enrollment. The shelter advertisements will run July 12, 2022 through May 22, 2023 at a cost not to exceed \$29,000.

RATIONALE: The bus shelter advertisements will promote Fall, Spring and Summer registration periods through Fiscal Year 2023.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No



CONTRACT FOR OUTDOOR ADVERTISING

2022-03-29 14:25:26 1748-9

CONTRACTED BY:			ON BEHALF OF ADVERTISER:		
CUSTOMER #	2061	91	CUSTOMER #		
NAME	Triton College		NAME		
ADDRESS	2000 Fifth Avenue		ADDRESS		
CITY/STATE/ZIP	River Grove, IL 60171		CITY/STATE/ZIP		
CONTACT	Renee Swanberg		CONTACT		
EMAIL ADDRESS	reneeswanberg@triton.edu		EMAIL ADDRESS		
PHONE #	708-456-0300	x3165	PHONE #		
P.O.#					
ADVERTISER	Triton College				

Qty	Product Description	Illum	Size	Term in 4-week Periods	Service Dates	Production Rate	Rate Per Period
1	SP-71, Bus Shelter, Chicago IL, 25th Avenue and Lawrence Avenue, S/F, Regular	Yes	6'0 x 4'0	1.5	07/12/2022 - 08/22/2022		429.63
1	NK-10, Bus Shelter, Chicago IL, Wolf Road and Winters Drive (@ Leyden High School), S/F, Regular	Yes	6' x 4'	1.5	07/12/2022 - 08/22/2022		429.63
1	MP-50, Bus Shelter, Chicago IL, North Avenue and 5th Avenue, E/F, Regular	Yes	6' x 4'	1.5	07/12/2022 - 08/22/2022		429.63
1	EP-81, Bus Shelter, Chicago IL, Grand Avenue and Westbrook Avenue, E/F, Regular	Yes	6' x 4'	1.5	07/12/2022 - 08/22/2022		429.63
1	EP-60, Bus Shelter, Chicago IL, Grand Avenue and Harlem Avenue, W/F, Regular	Yes	6' x 4'	1.5	07/12/2022 - 08/22/2022		429.63
1	CO-120, Bus Shelter, Chicago IL, Cermak Road and 50th Avenue, E/F, Regular	Yes	6' x 4'	1.5	07/12/2022 - 08/22/2022		429.63
1	BY-21, Bus Shelter, Chicago IL, St. Charles Road and Lee Boulevard, W/F, Regular	Yes	6' x 4'	1.5	07/12/2022 - 08/22/2022		429.63
1	SP-21, Bus Shelter, Chicago IL, River Road and Eastwood Avenue, N/F, Regular	Yes	6'0 x 4'0	1.5	07/12/2022 - 08/22/2022		429.63
1	SP-100, Bus Shelter, Chicago IL, Irving Park Road W/O Old River Road, E/F, Regular	Yes	6'0 x 4'0	1.5	07/12/2022 - 08/22/2022		429.63
1	SK-21, Bus Shelter, Chicago IL, North Avenue and Cornell Avenue, W/F, Regular	Yes	6'0 x 4'0	1.5	07/12/2022 - 08/22/2022		429.63
1	RG-31, Bus Shelter, Chicago IL, Thatcher Avenue S/O Belmont Avenue, N/F, Regular	Yes	6' x 4'	1.5	07/12/2022 - 08/22/2022		429.63
1	NR-61, Bus Shelter, Chicago IL, Lawrence Avenue and Opal Avenue, W/F, Regular	Yes	6' x 4'	1.5	07/12/2022 - 08/22/2022		429.63
1	NR-20, Bus Shelter, Chicago IL, Lawrence Avenue and Cumberland Avenue, E/F, Regular	Yes	6' x 4'	1.5	07/12/2022 - 08/22/2022		429.63
1	NR-171, Bus Shelter, Chicago IL, Norridge Commons @ Longhorn Steakhouse, S/F, Regular	Yes	6' x 4'	1.5	07/12/2022 - 08/22/2022		429.63
1	NK-51, Bus Shelter, Chicago IL, North Avenue and Wolf Road, E/F, Regular	Yes	6' x 4'	1.5	07/12/2022 - 08/22/2022		429.63
1	SP-71, Bus Shelter, Chicago IL, 25th Avenue and Lawrence Avenue, S/F, Regular	Yes	6'0 x 4'0	1.5	12/06/2022 - 01/16/2023		429.63
1	NK-10, Bus Shelter, Chicago IL, Wolf Road and Winters Drive (@ Leyden High School), S/F, Regular	Yes	6' x 4'	1.5	12/06/2022 - 01/16/2023		429.63
1	MP-50, Bus Shelter, Chicago IL, North Avenue and 5th Avenue, E/F, Regular	Yes	6' x 4'	1.5	12/06/2022 - 01/16/2023		429.63
1	EP-81, Bus Shelter, Chicago IL, Grand Avenue and Westbrook Avenue, E/F, Regular	Yes	6' x 4'	1.5	12/06/2022 - 01/16/2023		429.63
1	EP-60, Bus Shelter, Chicago IL, Grand Avenue and Harlem Avenue, W/F, Regular	Yes	6' x 4'	1.5	12/06/2022 - 01/16/2023		429.63
1	CO-120, Bus Shelter, Chicago IL, Cermak Road and 50th Avenue, E/F, Regular	Yes	6' x 4'	1.5	12/06/2022 - 01/16/2023		429.63
1	BY-21, Bus Shelter, Chicago IL, St. Charles Road and Lee Boulevard, W/F, Regular	Yes	6' x 4'	1.5	12/06/2022 - 01/16/2023		429.63
1	SP-21, Bus Shelter, Chicago IL, River Road and Eastwood Avenue, N/F, Regular	Yes	6'0 x 4'0	1.5	12/06/2022 - 01/16/2023		429.63
1	SP-100, Bus Shelter, Chicago IL, Irving Park Road W/O Old River Road, E/F, Regular	Yes	6'0 x 4'0	1.5	12/06/2022 - 01/16/2023		429.63
1	SK-21, Bus Shelter, Chicago IL, North Avenue and Cornell Avenue, W/F, Regular	Yes	6'0 x 4'0	1.5	12/06/2022 - 01/16/2023		429.63
1	RG-31, Bus Shelter, Chicago IL, Thatcher Avenue S/O Belmont Avenue, N/F, Regular	Yes	6' x 4'	1.5	12/06/2022 - 01/16/2023		429.63
1	NR-61, Bus Shelter, Chicago IL, Lawrence Avenue and Opal Avenue, W/F, Regular	Yes	6' x 4'	1.5	12/06/2022 - 01/16/2023		429.63
1	NR-20, Bus Shelter, Chicago IL, Lawrence Avenue and Cumberland Avenue, E/F, Regular	Yes	6' x 4'	1.5	12/06/2022 - 01/16/2023		429.63
1	NR-171, Bus Shelter, Chicago IL, Norridge Commons @ Longhorn Steakhouse, S/F, Regular	Yes	6' x 4'	1.5	12/06/2022 - 01/16/2023		429.63
1	NK-51, Bus Shelter, Chicago IL, North Avenue and Wolf Road, E/F, Regular	Yes	6' x 4'	1.5	12/06/2022 - 01/16/2023		429.63
1	SP-71, Bus Shelter, Chicago IL, 25th Avenue and Lawrence Avenue, S/F, Regular	Yes	6'0 x 4'0	1.5	04/11/2023 - 05/22/2023		429.63
1	NK-10, Bus Shelter, Chicago IL, Wolf Road and Winters Drive (@ Leyden High School), S/F, Regular	Yes	6' x 4'	1.5	04/11/2023 - 05/22/2023		429.63
1	MP-50, Bus Shelter, Chicago IL, North Avenue and 5th Avenue, E/F, Regular	Yes	6' x 4'	1.5	04/11/2023 - 05/22/2023		429.63
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1	NR-171, Bus Shelter, Chicago IL, Norridge Commons @ Longhorn Steakhouse, S/F, Regular	Yes	6' x 4'	1.5	04/11/2023 - 05/22/2023		429.63
1	NK-51, Bus Shelter, Chicago IL, North Avenue and Wolf Road, E/F, Regular	Yes	6' x 4'	1.5	04/11/2023 - 05/22/2023		429.60
125/153						Estimated Production (Contract) TOTAL	\$0.00
						Additional Production May be Ordered Upon Request.	

Notes:
View has five (5) business days to post copy due to weather, scheduling.

The undersigned ("Advertiser") agrees with View Transit, LLC ("ViewT") to place in service and maintain an outdoor advertising display subject to the conditions of this Display Agreement (this "Agreement") for such prices per four (4) week period for each location as are indicated on this Agreement and to maintain display from the day the copy is completed on the display and the remainder the contract term. This contract is signed and accepted subject to the terms appearing above and on page 2 of 2.

In addition to the price per four (4) week period payments, Advertiser agrees to pay View for any copy, installation, cut out, embellishment or any other specific treatment for the display on the basis of the square footage of such. Any fabricated material(s) will be and remain the property of ViewT.

THERE ARE ADDITIONAL TERMS AND CONDITIONS ON THE SECOND PAGE OF THIS AGREEMENT, AND THE PARTIES AGREE THEY ARE BOUND BY THEM. COUNTERPARTS; THIS AGREEMENT MAY BE EXECUTED IN SEPARATE COUNTERPARTS, EACH OF WHICH WHEN SO EXECUTED SHALL BE AN ORIGINAL, BUT ALL OF SUCH COUNTERPARTS SHALL TOGETHER CONSTITUTE BUT ONE AND THE SAME INSTRUMENT. ANY SUCH EXECUTION MAY BE BY FACSIMILE AND EACH PARTY AGREES THAT IT WILL NOT CONTEST THE VALIDITY OF THIS AGREEMENT DUE TO THE FACT THAT THE OTHER PARTY POSSESSES ONLY A FACSIMILE OF ITS SIGNATURE.
NOTICE TO ADVERTISER: THIS AGREEMENT SHALL NOT BE BINDING ON VIEW UNTIL EXECUTED BY AN AUTHORIZED OFFICER OF VIEW TRANSIT, LLC.

Personal Guaranty


The undersigned ("Guarantor") hereby irrevocably and unconditionally guarantees the full payment and performance of Advertiser's obligation as set forth in this Agreement. Upon any default of this Agreement by Advertiser, View may proceed directly against Guarantor without any obligation to seek redress or otherwise collect any indebtedness from Advertiser.

Guarantor's Signature _____ Date: _____

Advertiser: Signature: _____ Printed Name: Sean Sullivan, VP of Business Services Date: _____	Agency: Signature: _____ Printed Name: _____ Date: _____
--	---

View Transit, LLC	Name: _____	Date: _____
Signature: _____		

FOR INTERNAL USE: (C)

	New Renewal	<input type="checkbox"/>	Account Executive Bruce Campbell 6624 W. Irving Park Road Chicago, IL 60634 Ph#: 773-255-1013	Mailing Address View Transit, LLC 6624 W. Irving Park Road Chicago, IL 60654 Ph#: 219-736-8439 Fax#: 219-750-1123
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ADDITIONAL TERMS AND CONDITIONS

Section 2: COMMENCEMENT AND HOLDOVER: ViewT has five (5) business from the service start date to install copy as indicated on front of Agreement. If this is a renewal Agreement, it is agreed that the display shall have been considered submitted on the day immediately following the expiration date of the previous Agreement. Advertiser agrees to notify ViewT in writing not less than ninety (90) days prior to the expiration date of this Agreement if it desires to terminate this Agreement at the expiration of the term. Unless Advertiser so notifies ViewT or ViewT notifies the Advertiser of its desire to terminate this Agreement, this Agreement shall remain in force at the rate applicable at the expiration date until the Advertiser thereafter gives ViewT ninety (90) days' prior written notice or ViewT thereafter gives Advertiser written notice of its intention to terminate, and the Agreement shall expire upon the expiration of such notice period.

Section 3: PROVISION OF COPY: Advertiser shall furnish to ViewT the copy and any special treatment specifications for the display fourteen (14) days before Commencement Date. The term of this Agreement and billing shall begin on or before Commencement Date. Advertiser's failure to timely deliver copy does not excuse or extend Advertiser's obligation to pay for any production charges for the display, which charges are due within five (5) business days of Effective Date of this Agreement.

Section 4: PAYMENT: Advertiser shall pay ViewT within five (5) days after the display is completed the applicable period rate. Advertiser shall thereafter pay in advance the applicable period rate on the first business day of each service period during the term of this Agreement.

Section 5: LATE CHARGE: Advertiser agrees that with respect to any amount owed which is unpaid for seven (7) days, in addition to the amount owed, Advertiser shall pay a late charge equal to 1.5% (18% per year) or the maximum amount permitted by law, whichever is less, on such amount calculated from the date the amount first became due until received by ViewT.

Section 6: COMMISSION PAYMENTS, USE OF ADVERTISING AGENTS AND JOINT ADVERTISERS: The 4-week billing period to be paid to ViewT is not subject to any reduction for commission or any other charges from any agent of Advertiser, unless specified in this Agreement. In that event, such commission shall reduce the period billing only if payment of the period invoice is received by ViewT when due. In the event that ViewT receives written notification that the advertising agency, broker, or agent is no longer the authorized agent of the Advertiser, ViewT may relieve the advertising agency, broker or agent of such obligation by written modification of this Agreement in the manner provided herein. Any advertising agency, broker or agent signing this Agreement represents and warrants to ViewT that it is authorized by Advertiser to execute this Agreement. If (a) this Agreement is signed by more than one Advertiser, or (b) if one Advertiser signs this Agreement for itself and another Advertiser or, (c) if more than one Advertiser signs this Agreement or more than one Agreement to jointly share the same display, all obligations pursuant to this Agreement (or Agreements in the instance of Subsection (c)) shall be the joint and several obligation of all such Advertisers.

Section 7: BREACH: Any failure by Advertiser to pay when due any amounts owed under this Agreement is a breach of this Agreement. If Advertiser files or has filed against it a bankruptcy petition, is placed in receivership, makes an assignment for the benefit of creditors or fails to make when due any payments owed to ViewT and such failure continues for 30 days, or Advertiser otherwise breaches this Agreement and fails to cure such breach within 30 days of the breach, then, in any of such events, in addition to any other rights ViewT has or may have at law or in equity, ViewT shall be entitled, without notice, to payment immediately from Advertiser of all payments due under or in connection with this Agreement. Should Advertiser breach this Agreement, in addition to any other rights ViewT has or may have at law or in equity, ViewT may, at its option, without prior notice, at any location(s) remove Advertiser's message until the default is cured and the cost of removal and replacement is paid by Advertiser, and/or ViewT may permanently remove the Advertiser's message from the display and replace it with that of another advertiser without incurring any liability to Advertiser for such removal or replacement. In the event of such replacement with the message of another advertiser, Advertiser agrees to be responsible and pay the cost of the design fabrication, and installation of the replacement Advertiser's display. Should ViewT elect to collect any delinquent payments due from Advertiser or bring suit for default of any other item, covenant or condition of this Agreement, Advertiser agrees to pay all attorneys' fees, expenses, including but not limited to, professional collection service charges, discovery and litigation costs and court costs. Any judgment rendered in favor of ViewT shall be without relief from valuation and appraisal laws and bear the maximum interest allowed by law.

Section 8: LOCATION, RELOCATION, CONDEMNATION AND CANCELLATION: ViewT may, exercising its sole judgment, choose the location for the display. Any relocation of the display necessitated by a threatened or actual loss of location or inability to maintain the display, due to state laws, local ordinances, rerouting of highways or other similar causes, including but not limited to condemnation, shall be at ViewT's expense. At ViewT's option, billing for the display for the period during which such relocation is being accomplished and/or the display is not in place shall abate or Advertiser will be credited after such period in the amount of one hundred percent (100%) of the prorated period rate received by ViewT during such period. Any relocation of a display requested by Advertiser shall be subject to ViewT's approval and shall be at Advertiser's expense and there shall be no abatement or credit. In the event any legal action is taken or threatened to be taken by any governmental authority pursuant to law, to condemn the ground location for the display or otherwise take such display as an alternative to relocating the display, ViewT shall have the right, at its option, whether to terminate this Agreement or to reduce its term (and this provision shall not apply when the need to relocate is at the Advertiser's request), and to make a voluntary or involuntary sale of the display to any such governmental authority. In the event of such a sale to a governmental authority, Advertiser will not be entitled to any proceeds from the sale. In the event of the imposition on ViewT of any taxes or license fees which increases ViewT's costs to perform its obligations under this Agreement or the termination of the underlying ground lease, ViewT shall have the right, at its option, either to terminate this Agreement, to reduce its term, and/or be reimbursed such cost by Advertiser. In any instance of termination in connection with this Agreement or reduction of its term, ViewT will not be liable to Advertiser in any way except to return any amounts paid by Advertiser for the unexpired term of this Agreement. In the event that, for any reason, the display is modified or upgraded either as to size, height, illumination, including without limitation upgraded to changeable copy faces or type of structure, e.g. from bus shelter to unipole structure, ViewT, at its option, may terminate this Agreement upon seven (7) days' written notice to Advertiser.

Section 9: MAINTENANCE: ViewT agrees to maintain the display in good condition throughout the term of this Agreement including replacing and repairing any damaged parts on the display subject to the following provisions. ViewT retains exclusive control and supervision of the installation, maintenance and removal of the displays and over the structures on which they are displayed. It is expressly agreed that ViewT shall not be held liable for loss or damage on account of delays in installation or inability to maintain the display due to strikes, fires, governmental laws, rules or regulations, inability to secure specified material, acts of God, acts of terrorism, loss of location or other causes beyond ViewT's control. If the display or structure is damaged to any extent which prevents the displaying of Advertiser's message, which damage is not caused by Advertiser, at ViewT's option, billing for the display shall abate for the period of prevention or Advertiser issued a credit after cessation of such prevention. In the instance of either the abatement of the billing or the credit after cessation, the amount of abatement or credit, will equal the prorated portion of Advertiser's message display of which has been prevented as determined solely by ViewT. If required illumination for a display is not in effect at the commencement of this Agreement or is lost during the term of this Agreement, which is not caused by Advertiser, Advertiser will receive a credit after illumination is restored in the amount of twenty percent (20%) of the applicable period rate prorated for the period of such loss except that to the extent any governmental authority or utility restricts or eliminates illumination of a display, the following terms shall govern the amount, if any, of the credit.

a. In the case of governmental or utility actions resulting in reduction of hours of illumination, no credit shall be allowed or due Advertiser.

b. In the case of governmental or utility actions resulting in total elimination of illumination, Advertiser shall be entitled to a credit of ten percent (10%) of the applicable period rate prorated for the period of non-illumination.

Section 10: CLAIMS FOR CREDITS/LIMITATION OR REMEDIES: Any claim of Advertiser alleging ViewT's failure to properly perform this Agreement is limited to the credits or other remedies set forth in Sections 8 and 9 and shall not be cause for termination of this Agreement without ViewT's prior written consent. Any such claim for credit shall not be valid unless made in writing to ViewT within 30 days of the date that Advertiser alleges that ViewT first failed to properly perform.

Section 11: DISPLAY REMAINS VIEW T'S PROPERTY: It is understood that the display covered by this Agreement, is, and shall remain, the exclusive property of ViewT and, as such, cannot be subcontracted (or sub rented) or removed by Advertiser.

Section 12: COPY CHANGES: Unless otherwise agreed in writing, Advertiser shall pay ViewT, in advance for rotating or changes in copy on the display made during the term of this Agreement at Advertiser's request. Advertiser is obligated to continue making the period payment during any period when the display is being rotated, or the copy is changed. Advertiser shall furnish to ViewT copy change 30 days prior to the respective scheduled rotating or desired change. View Transit guarantees extensions for 15 periods from date of installation. Extensions cannot be removed and reinstalled. View Transit cannot store nor be responsible for copy that have been removed past expiration of contract.

Section 13: HOLD HARMLESS: ViewT agrees to save Advertiser harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from the display covered by this Agreement due to the placement or manner of the installation and maintenance of the display, and agree to carry, at its own cost and expense, adequate public liability insurance covering such contingencies so long as this Agreement shall remain in effect. Advertiser agrees to indemnify and save ViewT harmless, including but not limited to any legal fees and costs, from any and all claims or demands based upon the use of any name, picture or other material in the display covered by this Agreement, whether or not trademarked or otherwise protected. ViewT reserves the right to reject or remove any copy from the display that, in its opinion, before or after placing the display in service is objectionable or any way might adversely affect the integrity of the outdoor advertising industry or the professional reputation and goodwill of ViewT.

Section 14: ASSIGNMENT OF AGREEMENT: In the event of the sale, transfer, assignment, trade or termination of Advertiser's business, Advertiser agrees to pay not only amount then due, but also all period charges remaining unpaid under this Agreement within 30 days after such sale, transfer, assignment, trade or termination, unless (a) this Agreement is assigned to and accepted in writing by any person, or officer, authorized to bind the firm, corporation or person acquiring Advertiser's business and (b) the assignment is accepted in writing by ViewT; provided, however, even if ViewT accepts such assignment, such acceptance shall not release Advertiser from liability for any and all amounts then due and owing ViewT as well as the balance due over the unexpired term of the Agreement. Should any assignee of Advertiser breach any term of this Agreement, upon such breach, ViewT shall be entitled to invoke any of the remedies identified in this Agreement or otherwise without further notice to Advertiser, against Advertiser or the Assignee or both as ViewT may choose. This Agreement may not be assigned by Advertiser except in strict compliance with this Section 14.

Section 15: JURISDICTION AND VENUE: Advertiser agrees and consents to the jurisdiction of the Courts of the State of Illinois, and venue in the County of Cook, for any court proceedings arising from any disputes under this contract. Advertiser agrees there are sufficient minimum contacts by advertiser with the State of Illinois for purposes of personal and subject matter jurisdiction.

Section 16: CHOICE OF LAW: Advertiser and ViewT agree to resolve all disputes arising out of and related to this Agreement pursuant to the laws of the State of Illinois.

Section 17: GENERAL PROVISIONS: The paragraph headings in this Agreement are used for convenience only. They are not intended to alter or affect the meaning of this Agreement. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other of its provisions. ViewT's failure to insist in one or more instances upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of its right to such performance or the future performances of such term or terms, and Advertiser's obligation shall continue in full force and effect. The word "display" may include more than one display face in such display and accordingly, the rights and remedies of the parties will be appropriately prorated if less than all the display faces in any such display are affected under any of the sections of this Agreement.

Section 18: ENTIRE AGREEMENT, MODIFICATION AND SUCCESSOR'S INTEREST: It is understood that this Agreement constitutes the entire Agreement and understanding between the parties and supersedes all prior representation, understandings and Agreements. It is further understood that the terms of this Agreement cannot be waived, amended or modified in any way except by written Agreement by Advertiser and ViewT. Once fully executed, this Agreement shall be binding upon and inure to the benefit of the parties their respective heirs, successors, executors, administrators and assigns.

Customer Signature _____

Date _____

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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16757

**SUBJECT: AGREEMENT WITH EFFECTV - A COMCAST COMPANY
(DIGITAL ADVERTISING AND TELEVISION)**

RECOMMENDATION: That the Board of Trustees approve the purchase of digital ads and television advertisement to be paid to Effectv - a Comcast Company, for Fiscal Year 2023. The advertisements will support the Fiscal Year 2023 enrollment and will run throughout Fiscal Year 2023. The total cost will not exceed \$85,000 (\$34,000 – digital; \$51,000 – television).

RATIONALE: The advertisements will promote Triton College brand awareness and enrollment registration throughout Fiscal Year 2023.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

2022-23 EFFECTV STRATEGY PROPOSAL SUMMARY

Presented 3.25.21



Multi Screen Zone: Oak Park - Xfinity & AT&T
Demo Target: Reaching a diverse audience interested in education, with a primary focus in reaching Adults 18-34 and consumers with high school degree/some college

TV Flight Dates: 7/18/22-8/14/22, 12/19/22-1/15/23 and 4/23/23-5/21/23 (12 on air weeks)

• Cable Network Schedule	\$ 35,000
• Hispanic Schedule	\$ 1,500
• Network VIDEO Sports :	
- '22 CHICAGO WHITE SOX (Xfinity and AT&T)	\$ 7,000
- '22 CHICAGO BLACKHAWKS (Xfinity Only)	\$ 8,000
- Opportunistic Sports Flush Fund	\$ 8,500

Campaign Total (TV) :
\$60,000 – 15% Discount
= Your Cost \$51,000
Savings of \$9,000
with a 15% discount

Authorized Acceptance: _____ **Date:** _____
Sean Sullivan, VP of Business Services

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

Submitted by: Danielle Seniff, 4.12.22



2022-23 EFFECTV STRATEGY PROPOSAL SUMMARY – STREAMING



2022 – 2023 Multi Screen Media Recommendation Covering: Oak Park Zones: XFINITY & AT&T

1,274,107 Total Streaming VIDEO IMPRESSIONS

- **22k IMPS/Month – Effectv Streaming – Video Streaming GEO TARGETING (Oak Park Geography)**
- **26k IMPS/Month – Effectv Streaming – Audience Targeting: Lifestyle Segment – Bourgeois Melting Pot**
 - Impressions reaching audiences long-form TV content on their OTT/Connected TV Devices, Xfinity On Demand Platform, Mobile, Tablet and Web Browsers
 - Total of **573,302 impressions**
- **58k IMPS/Month Effectv Streaming – Premium Short-Form Video – Audience Targeting:**
 - Impressions delivered to highly targeted audiences:
 - E-Learning Intenders, Community College Intenders, & *Primary Language – Spanish audiences with impressions across OTT/Connected TV Devices, Mobile, Tablet and Web Browsers.*
 - *Impressions will target three audiences (1. E-Learning Intenders – 40%, 2. Community College Intenders – 40%, & 3. Primary Language – Spanish – 20%) watching Comcast-approved premium digital content.*
 - Total of **700,805 impressions**

Campaign Total : \$40,000 – 15% Discount = Your Cost \$34,000
(Savings of \$6,000 with a 15% discount)

Authorized Acceptance: _____ Date: _____

Sean Sullivan, VP of Business Services

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

Submitted by: **Danielle Seniff**



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

Meeting of May 17, 2022

ACTION EXHIBIT NO. 16758

SUBJECT: AGREEMENT WITH CUMULUS MEDIA (WKQX RADIO)

RECOMMENDATION: That the Board of Trustees approve the purchase of radio advertisements, Web banners, Web streaming and additional recruitment opportunities to be paid to Cumulus Media (WKQX radio station) for Fiscal Year 2023 enrollment. Additional recruitment opportunities may include contests with the station, appearances by the radio station talent, and various events to promote Triton. Run dates will vary throughout Fiscal Year 2023 at a cost not to exceed \$30,000.

RATIONALE: The advertisements will promote Triton College brand awareness and registration throughout Fiscal Year 2023.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

2022 *TRITON COLLEGE PLAN*

101.1 
WKQX



Prepared For:
Renee Swanberg
Triton College

LIVE AT Lollapalooza

101.1★ WKQX

ALIGN TRITON COLLEGE WITH CHICAGO'S BIGGEST FESTIVAL

101WKQX has access to all the exclusive backstage action at Lollapalooza! As our partner, Triton will be organically integrated into our content, Live Broadcast and social posts throughout the weekend as we hangout and interview artists.



AUDIO

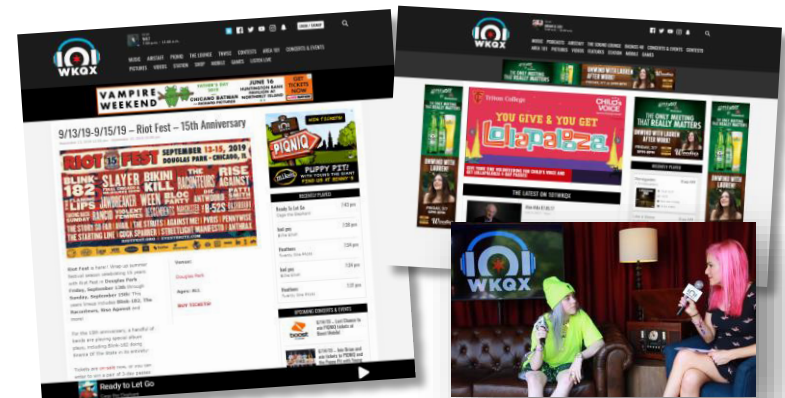
- ✓ Included in appx 50x live/rec on-air promos for promoting Lollapalooza weekend broadcast
- ✓ Included in appx 100x live/rec streaming promos for promoting Lollapalooza weekend broadcast
- ✓ Spot 50x :30 commercials to air 7/18-8/14



ONLINE

- ✓ Triton logo/link on Lollapalooza page on 101WKQX.com
- ✓ Triton logo featured in homepage graphic on 101WKQX.com
- ✓ Triton included in WKQX eblast promoting Lollapalooza
- ✓ Triton included in min 3x social posts or stories on Facebook or Instagram

"Join 101WKQX and Triton College at Lollapalooza! We'll be broadcasting live and sharing all of our backstage coverage all weekend!"



THE NIGHTS WE STOLE CHRISTMAS 2022

TIMING: October – Mid-December



GET TRITON COLLEGE IN FRONT OF OUR MOST PASSIONATE LISTENERS!

As our Featured Partner of the Nights We Stole Christmas, Triton College will receive exposure leading up to and during all 5 Nights of Stole.



AUDIO

- ✓ Triton College messaging included in appx 50x live/rec on-air promos for The Nights We Stole Christmas
- ✓ Triton College messaging included in appx 100x live/rec streaming promos for The Nights We Stole Christmas.
- ✓ Spot Bank of 75x :30 commercials on 101WKQX to run 12/19-1/15 for Triton.

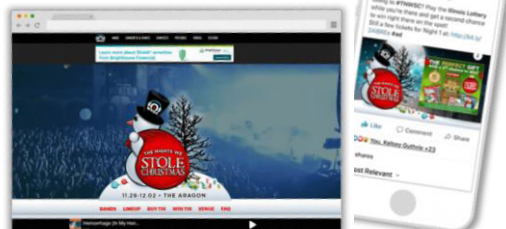
Example promo:

"Tis the seasons for STOLE! The Nights We Stole Christmas is going down next week at The Aragon. A few tickets are still available for night 3! These 5 incredible nights of music is brought to you by the help of our awesome sponsor Triton College. Triton.edu to register for winter semester.



ON-LINE/SOCIAL

- ✓ Triton logo/link on The Nights We Stole Christmas page on 101WKQX.com
- ✓ Triton ROS 728x90 web banner for 4x weeks on 101WKQX.com
- ✓ Triton 24-Hour homepage takeover the week leading up to Stole



EXPOSURE @ CONCERT

- ✓ Triton College logo displayed throughout venue signage and on Jumbtron during all 5 concerts
- ✓ Triton commercial to play on video screens in between bands
- ✓ Triton College thanked as a sponsor on stage by a 101WKQX on-air personality between sets



TICKET BLITZ THURSDAY SPRING 2023 FOR TBD SHOW



AUDIO

ON-AIR

- Inclusion in 35x live/rec promotional announcements supporting Ticket Blitz Thursday for TBD Spring concert/event
- 60x :30 brand messages for Triton College to run April 23rd – May 21st

STREAMING

- Inclusion in 100x live/rec streaming promotional announcements supporting Ticket Blitz Thursday for TBD Spring concert/event
- 100x :30 brand messages for Triton to run April 23rd – May 21st on 101WKQX.com streaming player and mobile apps

DIGITAL

- Triton College logo on ticket blitz Thursday images 101WKQX.com
- Triton College included in boosted social posts from 101WKQX about ticket blitz Thursday giveaways

EVENT INTEGRATION

ON-SITE AT TRITON

- 2-hour ticket drop on Triton campus
 - Event hosted by 101WKQX street team & on-air personality
 - Event comes with 20x on-air promo
 - Event listed on 101WKQX.com events section

Lollapaloza - \$12,500
 Nights we Stole Christmas - \$12,500
 Summer ticket blitz - \$5,000
 FY23 total investment - \$30,000

▶ **775,000+**

TOTAL IMPRESSIONS

▶ **\$5,000**

NET INVESTMENT

Sean Sullivan, VP of Business Services



CHICAGO



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

Meeting of May 17, 2022

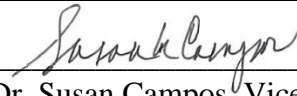
ACTION EXHIBIT NO. 16759

SUBJECT: COLLEGE CURRICULUM RECOMMENDATIONS

RECOMMENDATION: That the Board of Trustees approve the attached College Curriculum Committee recommendations.

RATIONALE: This recommendation was approved by the College Curriculum Committee on April 7, 2022 and May 5, 2022, and approved by the Academic Senate on April 12, 2022 and May 10, 2022.

Submitted to Board by:



Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

**College Curriculum Committee Summary
April 7, 2022**

for

**Academic Senate, April 12, 2022
Board of Trustees, May 17, 2022**

PROGRAMS

NEW PROGRAM(S)

- C405A Security Administrator Certificate
 - total program credits: 18
 - *Effective 8/21/2022*
- C405B Network Technician Certificate
 - total program credits: 12
 - *Effective 8/21/2022*
- C405C Linux System Administrator Certificate
 - total program credits: 18
 - *Effective 8/21/2022*
- C407Z Windows System Administrator Certificate
 - total program credits: 18
 - *Effective 8/21/2022*

MAJOR PROGRAM REVISION(S)

- C206F HIA/Restaurant Management (AAS)
 - add: HIA 101; moved HIA 128, HIA 132, HIA 276; program specific courses from 42 to 44; total program credits from 60 to 62
 - *Effective 8/21/2022*
- C206H Hotel/Motel Management (AAS)
 - add: HIA 100, HIA 101; moved: HIA 120; program specific courses from 42 to 46; total program credits from 60 to 64
 - *Effective 8/21/2022*
- C206L HIA/Culinary Arts (AAS)
 - add: HIA 101; moved: HIA 128, ACC 100; program specific courses from 46 to 48; total program credits from 61 to 63
 - *Effective 8/21/2022*
- C206M HIA/Baking and Pastry (AAS)
 - program description change; add: HIA 101; moved HIA 129, HIA 132; program specific courses from 49 to 51; total program credits from 61 to 63
 - *Effective 8/21/2022*
- C248V ENT/Mechanical Design (AAS)
 - revised: HTH 104 from 2 to 3 credits; total program credits from 60-62 to 60-64
 - *Effective 8/21/2022*
- C249V ENT/Mechatronics (AAS)
 - revised: HTH 104 from 2 to 3 credits; total program credits from 60-62 to 60-64
 - *Effective 8/21/2022*

- C306C Restaurant Management Certificate
 - add HIA 101; moved HIA 133; total program credits from 31 to 33
 - *Effective 8/21/2022*
- C306H Baking and Pastry Certificate
 - add: HIA 100; delete: HIA 276; moved HIA 132; total program credits from 30 to 31
 - *Effective 8/21/2022*
- C306J Beverage Management Certificate
 - add: HIA 290; delete HIA 150; moved: HIA 119; total program credits from 32 to 30
 - *Effective 8/21/2022*
- C336A Personal Trainer Certificate
 - delete: BIS 101, PED 200, PED 210, SPE 101; moved: PED 195, HTH 104, PED 168, PED 230; total program credits from 30 to 20
 - *Effective 8/21/2022*
- U224A43 Criminal Justice Administration (AA)
 - revised: HTH 104 from 2 to 3 credits; total program credits from 60-62 to 60-63
 - *Effective 8/21/2022*

MINOR PROGRAM REVISION(s)

- C406D Entrepreneurship Certificate
 - delete: BUS 200, BUS 293, CIS 110; move: BUS 102, BUS 131
 - *Effective 8/21/2022*
- C406F Hotel/Motel Certificate
 - program description change; add: HIA 120; delete: HIA 277 moved: HIA 210
 - *Effective 8/21/2022*
- C420A Culinary Training Certificate
 - add: HIA 100; delete: HIA 276; moved HIA 133, HIA 132
 - *Effective 8/21/2022*
- U230A06 Health, Sport & Exercise Science (AS)
 - revised: HTH 104 from 2 to 3 credits
 - *Effective 8/21/2022*
- U230A07 International Business (AS)
 - program description change; add: BUS 293
 - *Effective 8/21/2022*

COURSES

MINOR COURSE REVISION(s)

- BOT 110 Good Lab Practice/Good Manufacturing Practices in Biotechnology
 - course description change; updated to current course outline format; added workforce training topic
 - *Effective 8/21/2022*
- BOT 200 Cellular and Molecular Biology
 - updated to the current curriculum format
 - *Effective 8/21/2022*
- BOT 210 Introduction to Biochemistry
 - update to the current curriculum format
 - *Effective 8/21/2022*
- BUS 293 Essentials of International Business

- prerequisite to 'BUS 141'
 - *Effective 8/21/2022*
- CIS 210 Data Communications & Networking Fundamentals
 - prerequisite to 'CIS 101 or CIS 102 or concurrent enrollment'
 - *Effective 8/21/2022*
- HIA 101 Knife Skills
 - prerequisite to 'HIA 115 or concurrent enrollment'
 - *Effective 8/21/2022*
- HIA 117 Beverage Management
 - prerequisite to 'HIA 115 or concurrent enrollment'
 - *Effective 8/21/2022*
- HIA 120 Dining Room Service
 - prerequisite to 'HIA 115 or concurrent enrollment'
 - *Effective 8/21/2022*
- HIA 128 Introduction to Baking and Pastry
 - prerequisite to 'HIA 100 and HIA 115 or concurrent enrollment in both'
 - *Effective 8/21/2022*
- HIA 129 Chocolate
 - prerequisite to 'HIA 115 or concurrent enrollment'
 - *Effective 8/21/2022*
- HIA 130 Culinary arts Quantity Food Preparation I
 - prerequisite to 'HIA 100 and HIA 101 and 115 or concurrent enrollment in all three courses'
 - *Effective 8/21/2022*
- HIA 133 Menu Writing
 - prerequisite to 'HIA 100 or concurrent enrollment'
 - *Effective 8/21/2022*
- HIA 255 Culinary Arts-Garde Manger
 - prerequisite from 'None' to 'HIA 130'
 - *Effective 8/21/2022*
- HIA 276 Food & Beverage Purchasing/Cost Control
 - prerequisite to 'HIA 100; ACC 100 or concurrent enrollment with ACC 100'
 - *Effective 8/21/2022*
- HIA 277 Catering Management
 - prerequisite to 'HIA 120, HIA 130'
 - *Effective 8/21/2022*
- HIS 296 Special Topics in History
 - course description change; updated to the current curriculum format
 - *Effective 8/21/2022*
- HTH 120 Nutrition Science
 - course description change
 - *Effective 8/21/2022*
- MUS 201 Improvisation II
 - course description change; prerequisite to 'MUS 200'
 - *Effective 8/21/2022*
- MUS 208 Theory of Music IV
 - course description change; prerequisite to 'MUS 207, MUS 217, MUS 235 all with a grade of "C" or higher, and concurrent enrollment in MUS 218'
 - *Effective 8/21/2022*
- MUS 218 Sight-Singing and Ear-Training IV
 - course description change; prerequisite to 'MUS 207 and MUS217 all with a grade of "C" or higher, and concurrent enrollment in MUS 208'
 - *Effective 8/21/2022*

- MUS 220 Record Production II
 - course description change
 - *Effective 8/21/2022*
- VIC 285 Digital Video
 - course description change
 - *Effective 8/21/2022*

MAJOR COURSE REVISION(S)

- HTH 104 Science of Personal Health
 - credits from 2 to 3; lecture from 2 to 3; course description change
 - *Effective 8/21/2022*
- PED 168 Theory and Practice of Weight Training
 - credits from 2 to 3; lecture from 1 to 2; course description change
 - *Effective 8/21/2022*
- PED 230 Techniques in Sport & Exercise Science
 - credits from 1 to 2; lecture from 0 to 1; prerequisite to 'six or more credit hours in PED or HTH courses'; course description change
 - *Effective 8/21/2022*
- SAT 170 Introductory Biotechnology
 - updated to the current curriculum format
 - *Effective 8/21/2022*

DELETED COURSE(S)

- GEO 105 Economic Geography
 - *Effective 8/21/2022*
- GEO 106 Regional Geography of Africa and Asia
 - *Effective 8/21/2022*
- HIS 191 History of Asia and the Pacific I
 - *Effective 8/21/2022*
- PED 200 Introduction to Biomechanics
 - *Effective 8/21/2022*
- PED 210 Exercise Testing & Prescription
 - *Effective 8/21/2022*

**College Curriculum Committee Summary
May 5, 2022**

for

**Academic Senate, May 10, 2022
Board of Trustees, May 17, 2022**

PROGRAMS

NEW PROGRAM(s)

- C346F Construction Management Certificate
 - total program credits: 30-32
 - *Effective 8/21/2022*
- C209A Diesel and Transportation Technology (AAS)
 - total program credits: 61
 - *Effective 8/21/2022*
- C309A Diesel and Transportation Technology Certificate
 - total program credits: 46
 - *Effective 8/21/2022*

MAJOR PROGRAM REVISION(s)

- C401C Grounds Maintenance Certificate
 - add: ARC 102; revise: HRT 140; total program credits from 30 to 29
 - *Effective 8/21/2022*
- U224A14 ECE/Transfer Pathway, Level II Gateways to Opportunity Credential (AA)
 - revise: HTH 104 from 2 to 3 credits; gen-eds to program electives in semester 4; moved: ECE 111, 118, 142, 146, 153 from program electives to required courses; total program credits from 60-61 to 61-62
 - *Effective 8/21/2022*
- C217E Diagnostic Medical Sonography (AAS)
 - program description change; MAT 085 was removed as a prerequisite and replaced with higher level math; MAT 110 moved to a program prerequisite course and several courses were added to allow for choice for the students that may place above MAT 110., DMS 102 lab added which increased from 3-4 credits; DMS 141 revised from 1-2 to 2 credits; DMS 144 moved from semester 3 to 4; total program credits from 60-61 to 60
 - *Effective 8/21/2022*
- C317E Diagnostic Medical Sonography Certificate
 - add: DMS 131; delete: DMS 141; revised DMS 102; total program credits from 37 to 38
 - *Effective 8/21/2022*

MINOR PROGRAM REVISION(s)

- C201A Horticulture (AAS)
 - program description change; add ARC 102, 2 Electives; delete: HRT 225, HRT 261; revised HRT 140, HRT 240, HRT 295
 - *Effective 8/21/2022*
- C401H Greenhouse Grow Operations Certificate
 - program description change; add: HRT 160, SAT 100, 105, 130 to program electives; delete: HRT 135
 - *Effective 8/21/2022*

- C218A Nursing (AAS)
 - program description change
 - *Effective 8/21/2022*

WITHDRAWN PROGRAM(S)

- C548A ENT/Pro-E Advanced Certificate
 - *Effective 5/30/2022*
- C407K Medical Administrative Assistant Certificate
 - *Effective 5/30/2022*

COURSES

NEW COURSE(S)

- HRT 160 Cannabis Cultivation
 - credits: 3; lecture: 2; lab: 2; \$30 course fee
 - *Effective 8/21/2022*
- AUT 122 Diesel Electricity and Electronics II
 - credits: 4; lecture: 3; lab: 2; prerequisite 'AUT 120'; course fee \$60
 - *Effective 8/21/2022*
- AUT 284 Truck Heating & Air Conditioning Fundamentals
 - credits: 2; lecture: 1; lab: 2; prerequisite 'AUT 120'; course fee \$50
 - *Effective 8/21/2022*
- AUT 286 Advanced Truck Heating & Air Conditioning
 - credits: 2; lecture: 1; lab: 2; prerequisite 'AUT 284'; course fee \$50
 - *Effective 8/21/2022*

MAJOR COURSE REVISION(S)

- HRT 140 Landscape Maintenance
 - credits from 4 to 3; lab from 4 to 2; course description change
 - *Effective 8/21/2022*
- HRT 240 Landscape Design
 - credits from 4 to 3; lab from 4 to 2
 - *Effective 8/21/2022*
- HRT 295 Landscape CAD and Graphics
 - credits from 4 to 3; lab from 4 to 2; course description change
 - *Effective 8/21/2022*
- DMS 102 Ultrasound Physics II
 - credits from 3 to 4; lab from 0 to 2
 - *Effective 8/21/2022*
- DMS 141 Clinical Application II
 - credits from 1-2 to 2; lab from 2-4 to 4; prerequisite to 'DMS 146, DMS 200, DMS 141'; course description change
 - *Effective 8/21/2022*
- DMS 144 Sonography Seminar
 - credits from 1 to 2; lecture from 1 to 2; course description change
 - *Effective 8/21/2022*
- AUT 120 Diesel Electricity and Electronics
 - title to 'Diesel Electricity and Electronics I'; course description change; course fee from \$30 to \$60

- *Effective 8/21/2022*
- AUT 137 Preventative Maintenance
 - course number to '289'; title to 'Truck Inspection'; prerequisite to 'AUT 140, AUT 145, AUT 155, AUT 281'; course description change; course fee from \$40 to \$50
 - *Effective 8/21/2022*

MINOR COURSE REVISION(s)

- CIS 176 LAN Administration Windows Server
 - revised textbook, Recommended Formative Assessment, Recommended Summative Assessment and Topics and Topical Learning Outcomes
 - *Effective 5/30/2022*
- CIS 177 Introduction to Linux
 - revised textbook, Recommended Formative Assessment, Recommended Summative Assessment, Topics and Topical Learning Outcomes
 - *Effective 5/30/2022*
- CIS 179 Linux System Administration
 - revised textbook, Recommended Formative Assessment, Recommended Summative Assessment, Topics and Topical Learning Outcomes
 - *Effective 5/30/2022*
- CIS 226 Advanced Network Security
 - revised textbook, Recommended Formative Assessment, Recommended Summative Assessment, Topics and Topical Learning Outcomes
 - *Effective 5/30/2022*

DELETED COURSE(s)

- HRT 114 Floral Design and Display I
 - *Effective 8/21/2022*
- HRT 134 Floral Design and Display II
 - *Effective 8/21/2022*
- HRT 244 Specialty Floral Design and Display I
 - *Effective 8/21/2022*
- HRT 250 Flower Shop Operation
 - *Effective 8/21/2022*
- HRT 270 Sustainable Landscape Practices
 - *Effective 8/21/2022*
- HRT 275 Innovations to Sustainability
 - *Effective 8/21/2022*
- HRT 282 Interior Landscaping/Tropical Plants
 - *Effective 8/21/2022*

OTHER CHANGE(s)

- Instructional Strategies (updated on the Course Outline forms)
 - *Effective 8/21/2022*

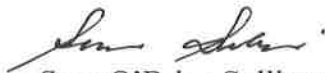
Elevator Maintenance Contract

6 firms submitted bids for the Elevator Maintenance Contract. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 11:00 a.m. local time, Thursday, April 28, 2022, the bids were publicly opened and read aloud in room A-300 by John Lambrecht, Operations & Maintenance and John McGarry, purchasing, and witnessed by, Steve Mazurek, Operations & Maintenance, Gaspare Pitrello, Arcon Associates, Inc., and representatives OTIS Elevator, Urban Elevator, Schindler Elevator, Parkway Elevators, Mid-American Elevators, and Anderson Elevator.

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

COMPANY	NET COST
Parkway Elevators 2944 Lake St. Chicago, IL 60612	\$148,500.00

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	02-70100510-530400010
A/C Name	Building Ops 1 FY23 Maintenance Services
Budget	\$ 1,145,000.00
Prev. Expend.	\$ 0.00
Schedule	\$ 29,700
Balance	\$ 1,115,300.00

Memorandum

May 4, 2022

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Elevator Maintenance Contract



Operations & Maintenance

Triton College received 6 bids from vendors for the Elevator Maintenance Contract.

The lowest, qualified bidder was Parkway Elevators, at their Base Bid amount of \$2,475.00 per month for a 60 month term totaling \$148,500.00.

Arcon Associates, Inc. has carefully reviewed the bid and recommends that the project be awarded to be awarded to Parkway Elevators in the amount of \$2,475.00 per month for a 60 month duration.

I support this recommendation and agree that the bid should be awarded to Parkway Elevators, at their Base Bid amount of \$2,475.00 per month for a 60 month term totaling \$148,500.00.

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

John



May 4, 2022

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

RE: BID RECOMMENDATION
ELEVATOR MAINTENANCE CONTRACT
TRITON COLLEGE
PROJECT NO. 22030

Dear Mr. Lambrecht:

On Thursday, April 28, 2022, at 11:00 A.M. six (6) sealed bids were publicly opened and read for the Campus Wide Elevator Maintenance Contract. The low qualified bidder was Parkway Elevators, in the amount of \$2,475 per month for a 60 month term.

ARCON utilized the BOCA Group as the elevator consultant on this project. We contacted Parkway Elevators and they have confirmed their bid. The project requirements were reviewed, and Parkway demonstrated an understanding of the scope of work and contract duration. Parkway Elevators has completed numerous BOCA Group projects with favorable results. We believe Parkway Elevators is capable of performing well on this project.

Therefore, ARCON Associates, Inc. recommends that the Board of Trustees, Triton College award a contract for the Elevator Maintenance to the low qualified bidder, Parkway Elevators, in the amount of \$2,475 per month for a 60 month duration.

Attached is the Bid Tabulation Sheet for your review.

Sincerely,
ARCON Associates, Inc.

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

Gaspare P. Pitrello, ALA
Principal

Attachments

WMS/rac
J:\Triton College\22030 Elevator Maintenance Contract\1 Docs\Corr\22030L001.docx

Project: ELEVATOR MAINTENANCE CONTRACT
 Owner: Triton College
 Project No.: 22030
 Bid Date/Time: Thursday, April 28, 2022 @ 11:00 A.M.



	CONTRACTOR	TOTAL MONTHLY MAINTENANCE	NOTES
1	Anderson Elevator	\$2,775.00	
2	Parkway Elevators	\$2,475.00	
3	Urban Elevator Service *	\$2,430.00	
4	Mid-American Elevator	\$3,750.00	
5	Otis Elevator Company	\$3,500.00	
6	Schindler Elevator Corporation	\$4,575.00	

*This bidder submitted a non-conforming bid.

Continuing Education Guide – Fall 2022

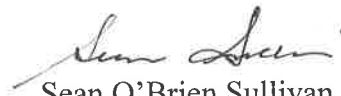
The following firms have been invited to submit bids for printing the Continuing Ed Guide – Fall 2022. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Twenty-eight (28) companies were directly solicited. Immediately after the closing hour for receiving bids, which was at 1:30 p.m. local time, Tuesday, April 26, 2022, the bids were publicly opened and read aloud in room A-300 by John McGarry, Purchasing Manager and witnessed by Nancy Schafer, Purchasing Assistant.

COMPANY	NET COST
K.K. Stevens Publishing Company 100 North Pearl Street Astoria, IL. 61501	\$32,950.65

It is recommended that the Board of Trustees accept the proposal submitted by K. K. Stevens Publishing 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 (FY'23)	01-80300520-540200005
A/C Name	Marketing Printing
Budget	\$ 222,000.00
Schedule	32,950.65
Balance	189,049.35

MEMORANDUM

To: Sean Sullivan

From: Sam Tolia

Date: 04/27/22

Re: Bid Results

Two printers submitted bids for the printing of the Fall 2022 Triton College Continuing Education Guide. The bid is based on printing 143,000 copies at 60 pages plus cover. The cover prints four-color on 80# gloss enamel text and the body prints one-color on 30# newsprint. Also included in the bid is an electronic proof, saddlestitching and simplified mailing.

The bids are as follows:

Woodward Printing Services	\$33,027
KK Stevens Publishing Company	\$32,950.65

Accepting the bid from KK Stevens Publishing Company is recommended.

Fall 2022 - Triton College Continuing Ed Guide Bid Tabulation	Bid Opening Tuesday, April 26, 2022 at 1:30 pm	
Company Name:	KK Stevens Publishing Company	Woodward Printing
143,000 copies, 60 pages plus cover	\$ 32,950.65	\$ 28,977.00
Additional signatures + 4	\$ 1,362.86	\$ 808.00
+ 8	\$ 2,565.83	\$ 931.00
+ 16	\$ 4,112.86	\$ 3,525.00
Less signatures - 4	\$ (62.16)	\$ 660.00
- 8	\$ (1,362.86)	\$ 1,422.00
- 16	\$ (4,519.61)	\$ 2,960.00
Additional M's	\$ 208.89	\$ 225.00
Ink: Cover: 4 color (process)	Included	\$ 31,213.00
Body: 2 color Black and PMS	Included	\$ 31,213.00
Paper: Cover: 80# Gloss Enamel Text	Included	Included
Body: 30# Newsprint	Included	Included
Bindery	Included	Included
Copy	Included	Included
Proofs	Included	\$ 25.00
Inserts - Per 1,000	\$ 35.00	Included
Delivery	Included	\$ 2,000.00
Simplified mailing	Included	Included
Total Bid:	\$ 32,950.65	\$ 33,027.00

SPECIFICATIONS

NAME

Fall 2022 Triton College Continuing Education Guide

PAGES

60 page plus cover; quote cost of plus four-page signatures.

QUANTITY

143,000; give price for additional M's.

SIZE

Tabloid format; 8 1/4" x 10 3/4", saddlestitch.

INK

Cover: Four color (process). Body: One color (Black)

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: Four sides. Body: None.

BINDERY

Saddlestitch.

COPY

All files will be provided electronically (PDFs) approximately June 27, 2022.

PROOFS

At least one complete electronic proof (PDF) of the complete job is to be submitted to Triton College for approval before printing.

DELIVERY

500 schedules are to be delivered approximately July 11, 2022 in easy-to-handle bundles not to exceed 40 lbs. in weight to: Triton College Warehouse, 2000 Fifth Ave., River Grove, IL 60171

STORAGE

None.

MAILING/2ND DELIVERY

142,500 copies to be prepared for simplified mailing and delivered approximately July 11, 2022 to the Palatine Post Office Facility, 1300 E. Northwest Highway, Palatine 60095-9997.

SCHEDULES PREPARED FOR MAILING SHOULD WEIGH NO MORE THAN 1,500 POUNDS PER PALLET. THE POST OFFICE WILL NOT ACCEPT ANY SKIDS WEIGHING MORE THAN THIS. IF THE POST OFFICE REJECTS SKIDS DUE TO OVERLOADING, IT IS THE PRINTER'S RESPONSIBILITY TO CORRECT THE SITUATION.

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

Quote cost per thousand for simplified mailing.

PRINTER SHOULD FURNISH TO LORI SILVESTRI AT TRITON COLLEGE, N-100, A COMPLETED, SIGNED RECEIPT OF ALL SCHEDULES DELIVERED, INCLUDING THOSE SENT TO THE POST OFFICE.

PRINTER MUST PROVIDE TRITON COLLEGE WITH A CURRENT SUBSCRIPTION OF USPS CERTIFIED DELIVERY STATISTICS OR COMPARABLE ZIP CODE/CARRIER ROUTE INFORMATION. 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 can NOT make any exceptions to these requirements.)

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

It will be assumed by Triton College that all bids meet the above specifications unless otherwise specifically stated in proposal. No substitutions will be accepted.

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

Mailing List

Castle Printech
121 Industrial Drive
DeKalb, IL 60115

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

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

Northern Printing Network
2801 Lakeside Dr Ste 110
Bannockburn, IL 60015

Creasey Printing Services
1905 Morning Sun Ln
Springfield, IL 62711

Signature Offset
13801 E 33rd Pl, Unit F
Aurora, CO 80011

United Graphics LLC
898 Cambridge Dr
Elk Grove Village, IL 60007

Midstates Inc
4820 Capital Ave NE
Aberdeen, SD 57401

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

Blue Island Newspaper Printing, Inc,
282 W 147th St
Harvey, IL 60426

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

Creekside Printing
1175 Davls Road
Elgin, IL 60123

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

Regional Publishing Corp
12243 S Harlem
Palos Helghts, IL 60463

John S Swift
999 Commerce Ct
Buffalo Grove, IL 60089

Woodward Printing Services
11 Means Drive
Platteville, WI 53818

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

The Viking Printing Group
497 Widgeon Ln
Bloomington, IL 60108

Custom Services
120 W Laura Drive
Addison, IL 60101

Vouge Printers
820 S Northpoint Blvd
Waukegan, IL 60085

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

PA Hutchlson Company
400 Pen Ave
Mayfield, PA 18433

Indiana Printing
899 Water St
Indiana, PA 15701

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

Data Reproduction Corporation
4545 Glenmeade Lane
Auburn Hills, MI 48326

Topweb
5450 N Northwest Highway
Chicago, IL 60630

EP Graphics
169 Jefferson St
Berne, IN 46711

Envision3
225 Madsen Dr
Bloomington, IL 60108

Cenveo
101 Workman Court
Eureka, MO 63025