

Regular Meeting of the Board of Trustees

Agenda

Tuesday, October 15, 2024

I. CALL TO ORDER

October 15, 2024 at 6:30 p.m. Boardroom, A-300

- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- **IV.** APPROVAL OF BOARD MINUTES VOLUME LXI Minutes of the Regular Board Meeting of September 24, 2024, No. 4
- V. COMMENTS ON THIS AGENDA
- VI. CITIZEN PARTICIPATION
- VII. REPORTS/ANNOUNCEMENTS Employee Groups
- VIII. STUDENT SENATE REPORT

IX. BOARD COMMITTEE REPORTS

- A. Academic Affairs/Student Affairs
- B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT
- XI. PRESIDENT'S REPORT
- XII. CHAIRMAN'S REPORT

XIII. NEW BUSINESS

- A. Action Exhibits
 - 17110 Board of Trustees Travel
 - 17111 Budget Transfer
 - 17112 Fischer Scientific Purchase
 - 17113 Hunter Passenger Tire Changer Purchase
 - 17114 Modification to Professional Services Agreement with the Sonnenschein Groupe
 - 17115 Lullo & Son Construction, Inc. Vendor Limit Increase
 - 17116 Curriculum Recommendations

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

XIV. COMMUNICATIONS – INFORMATION

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

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:42 p.m. Following the Pledge of Allegiance, roll call was taken.

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

Absent: Mr. Rich Regan.

Mr. Stephens commented that Trustee Regan is absent due to a work obligation.

APPROVAL OF BOARD MINUTES

Mr. Johnson made a motion, seconded by Ms. Harper to approve the minutes of the Regular Board Meeting of August 27, 2024. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Adjunct Faculty Association President Bill Justiz commented on the upcoming Fall Family Fun Fest this Saturday, September 28, 10 am - 2 pm in the Botanical Gardens.

STUDENT SENATE REPORT

TCSA President Mark Kouria reported on the successful Corn Roast and Movie on the Mounds events. He announced that he and Student Trustee Harper attended an ICCB Student Advisory Committee last week, and Ms. Harper was elected as Student Advisory Committee Secretary for 2024-25.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito reported that the committee met earlier this month and reviewed pertinent items which have been forwarded to the Board with the committee's support and recommendation for approval.

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on September 11 and reviewed nine new business items and no purchasing schedules. All were unanimously approved and sent to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

None.

PRESIDENT'S REPORT

None.

CHAIRMAN'S REPORT

None.

NEW BUSINESS

ACTION EXHIBITS

17101 Approval of FY 2024 Audit

Christine Torres from the auditing firm of Crow LLP reported that this year's audit was excellent, with an unmodified opinion and no issues to report.

- 17102 Certification of Per Capita Cost FY 2025
- 17103 Approval of FY 2025 Annual Budget
- 17104 FY 2025 Student Activities Budget and Expenditures
- **17105** Facilities Rental Fee Changes
- 17106 Intergovernmental Safety and Security Agreements with Local School Districts
- 17107 Five-Year AT&T HD Video Broadcast Services Agreement
- 17108 Certificate of Final Completion and Authorization of Final Payment for the Chiller Replacements – Buildings F & G
- **17109** Subscription to Britannica Academic

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

BILLS AND INVOICES

Ms. Viverito made a motion, seconded by Mrs. Potter, to pay the Bills and Invoices in the amount of \$1,222,702.96.

Roll Call Vote:

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

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

CLOSED SESSION

The Board did not move to Closed Session.

HUMAN RESOURCES REPORT

1.0 Faculty

Mr. Jennings made a motion, seconded by Mrs. Potter, to approve pages 1 and 2 of the Human Resources Report, items 1.1.01 through 1.4.01. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Ms. Harper made a motion, seconded by Mrs. Potter, to approve pages 3 through 7 of the Human Resources Report, items 2.1.01 through 2.7.01. Voice vote carried the motion unanimously.

3.0 Administration

There is no action on page 8 of the Human Resources Report.

4.0 Classified, Police & Engineers

Mrs. Potter made a motion, seconded by Mr. Jennings, to approve page 9 of the Human Resources Report, items 4.1.01 through 4.3.01. Voice vote carried the motion unanimously.

5.0 Mid-Management

Mrs. Potter made a motion, seconded by Ms. Viverito, to approve page 10 of the Human Resources Report, items 5.1.01 through 5.2.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Ms. Viverito made a motion, seconded by Mrs. Potter, to approve pages 11 through 14 of the Human Resources Report, items 6.1.01 through 6.2.05. Voice vote carried the motion unanimously.

7.0 Other

Ms. Harper made a motion, seconded by Mr. Johnson, to approve page 15 of the Human Resources Report, items 7.1.01 through 7.2.01. Voice vote carried the motion unanimously.

ADJOURNMENT

Motion was made by Ms. Viverito to adjourn the Regular Meeting of the Board, seconded by Mr. Jennings. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 6:55 p.m.

Submitted by: Mark R. Stephens Board Chairman Tracy Jennings Board Secretary

<u>Susan Page</u> Susan Page, Recording Secretary

Meeting of <u>October 15, 2024</u> ACTION EXHIBIT NO. <u>17110</u>

SUBJECT: BOARD OF TRUSTEES TRAVEL

RECOMMENDATION: <u>To approve travel for Trustee Tracy Jennings to attend a meeting of</u> <u>the Illinois Community College Trustees Association (ICCTA) in Schaumburg, Illinois on</u> <u>November 15 – 16, 2024</u>. <u>Total cost of travel will not exceed \$370, itemized as follows:</u> <u>registration - \$165; transportation - \$55; lodging - \$0; meals - \$150.</u>

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

Submitted to Board by:

Moore

Mary-Rita Moore, President

Board Officers' Signatures Required:

Mark R. Stephens Chairman

Related forms requiring Board signature: Yes \Box

Tracy Jennings Secretary No ⊠ Date

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Meeting of October 15, 2024

ACTION EXHIBIT NO. 17111

SUBJECT: BUDGET TRANSFERS

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

RATIONALE: <u>Transfers are recommended to accommodate institutional priorities.</u> See description on attached forms.

500	an Sullivan	
Sean O'Brien Sulli	van, Vice President of Busine	ess Services
es Required:		
<u></u>	Tracy Jennings Secretary	Date
	Sean O'Brien Sulli res Required: ens	ens Tracy Jennings

PROPOSED BUDGET TRANSFERS - FY 2025 FOR THE PERIOD 9/1/24 to 9/30/24

	FROM			то	
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
	EDUCATION FUND				
1	Shipping & Receiving	01-80400530-540100110	Shipping & Receiving	01-80400530-530400030	95.00
2	General Institutional	01-80600525-510900011	Financial Aid	01-30400510-510800005	40,000.00

TOTAL EDUCATION FUND	\$ 40,095.00
TOTAL PROPOSED BUDGET TRANSFERS	\$ 40,095.00

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Decusion Equalor	e ID: 5EBBF1F7-2B08-43A8-A15B-C5B6D67B1497	
Docusign Envelop	10 ID. SEBBE IF /-2000-43A0-A150-C50000701497	

Jocusign Envelope ID: SEBBE IF 7-2806				
		get Transf	er ronn	
Dollar Amount	\$95.0	00		
				Object Code Description
From what Budget Account	01	80400530	540100110	Supplies
To what Budget Account	01	80400530	530400030	Software
ls this a Grant? Yes () No (X)				the following statement must appear in the Bolional y: (name of grant) guidelines"
Grant Accountant?				Include Attachments: Yes (X) No ()
Rationale:				
The funds being withdraw	n from (ffice Supplie	<mark>s is under</mark> \$100 <mark>do</mark>	r, and are available to be transferred: llars leaving enough funds to cover this year's supply by more than the increase in the software budget line.
	on wit	h Qtrak for o	ur package track	ou nt: Ting software we need to complete a transfer from Val. The annual renewal fee exceeds the current
Required Signatures				
Requestor	lon 1	lun Silvestri	7/	25/2024
Cost Center Manager	-Dacus	lun Silvestri	8/	30/2024
Associate Dean (if Applicable)				
Dean (If Applicable)				
Associate Vice President	Colle	un Rockafillow	9/	/23/2024
Area Vice President	Scan	. Sullivan	9,	/23/2024
	BUS	INESS OFFIC	E APPROVALS	
Grønt Accountent				
Asst. Director of Finance		A		
Exec. Director of Finance	: 			Entered by: B7765 73 9/24/24
Exec. Dir. of Bus. Operations:		(X		
VP of Business Services	L	9/2	4/24	

Docusign Envelope ID: D860A281-FEE9-	4BB2-86	88-95110E0D01E	ED	
	Bud	get Transfe	er Form	
Dollar Amount	\$40,0	00		
Donar Amount	2			Object Code Description
From what Budget Account	01	80600525	510900011	General Institutional Salary Reserve
To what Budget Account	01	30400510	510800005	Financial Aid - Triton Work Study
Is this a Grant? Yes $(\) \$ No $(imes)$			·	the following statement must appear in the Rationale: e (name of grant) guidelines"
Grant Accountant?				Include Attachments: Yes $[$ $]$ No $[$ ^X $]$
Rationale:				
	ed in t	he general in	stitutional acco	r, and are available to be transferred: ount and are available to be transferred to the fiscal year.
for students that do not qu is to increase to a total	y accou alify f of \$65ĸ	nt was under For federal wa C for Fy25. Pi	budgeted in FY2 ork study. Only revious actual s	punt: 5. Additional funds are needed in this account \$25K was budgeted in this account and the request pend has been averaging \$50K per year which is able for the entire fiscal year.
Required Signatures				
		n Kockafillow	9/	30/2024
Requestor	Signed by	VAF8454E1	 9/	30/2024
Cost Center Manager	Colleer BS7C58A	n Rockafellow		50/2021
Associate Dean (If Applicable)			*******	
Dean (If Applicable)				
	Signed t		9/	/30/2024
Associate Vice President		el Garrity	q,	/30/2024
Area Vice President	Scan 0422202	Sullivan		50/2024
	BUSI	NESS OFFICE	APPROVALS	
Grant Accountant:				
Asst. Director of Finance		•1~		
Exec. Director of Finance:		/1		0
Exec. Dir. of Bus. Operations:		È	j Z	Entered by: 13774 73 10-1-24
VP of Business Services	R	1 Al) 24	

Meeting of <u>October 15, 2024</u> ACTION EXHIBIT NO. <u>17112</u>

SUBJECT: FISHER SCIENTIFIC PURCHASE

RECOMMENDATION: <u>That the Board of Trustees approve the purchase of a refurbished</u> <u>"Invitrogen iBright CL1500 Imaging System" from Fisher Scientific, the product manufacturer,</u> <u>in the amount of \$21,347.00. This whole amount is Perkins grant funded with zero cost being</u> <u>borne directly by the college.</u>

RATIONALE: <u>This equipment will strengthen the work-based learning component of the</u> <u>Biotechnology Program. By acquiring this instrument, the technological capacity of the</u> <u>Biotechnology Program and the Science Department will extend beyond the educational</u> <u>environment as it will also be used by faculty engaged in research in the PLUS Lab. Three</u> <u>different research projects are currently being conducted. Under Illinois law, purchase of</u> <u>equipment previously owned by an entity other than the district itself is exempt from bidding by</u> <u>state statute (110 ILCS 805/3-27.1).</u>

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 \Box No \boxtimes

Meeting of <u>October 15, 2024</u> ACTION EXHIBIT NO. <u>17113</u>

SUBJECT: HUNTER PASSENGER TIRE CHANGER PURCHASE

RECOMMENDATION: <u>That the Board of Trustees approve the purchase of a Hunter</u> <u>Premium Tire Changer system from Mohawk Lifts, a Sourcewell authorized distributor, in the</u> <u>amount of \$26,723.00. The purchase is funded by the Perkins grant with zero institutional cost</u> <u>to the college.</u>

RATIONALE: <u>This equipment will strengthen the ability of the automotive students by</u> <u>utilizing an industry-standard tire changing machine with tire lift assist and manual controls.</u> <u>This equipment is purchased through the competitively bid and competitively awarded</u> <u>Sourcewell Contract # 121223-MRL. Under Illinois law, any governmental unit may, without violating any bidding requirement otherwise applicable to it, procure supplies and services under any contract let by the State, pursuant to lawful procurement procedures (30 ILCS 525/4.2).</u>

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

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Board Officers' Signatures Required:

Mark R. Stephens Board Chairman

Related forms requiring Board signature: Yes \Box

Tracy Jennings Secretary No ⊠ Date

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Vendor: MOHAWK LIFTS LLC

NOTES:

PO Box 110, Amsterdam, NY 12010

HUNTER@MOHAWKLIFTS.COM Karly 800-833-2006 x7777 Source**well**



For purchase of Hunter equipment using:

Sourcewell Contract # 121223-MRL Valid: 02/07/2024 - 02/12/2028

All quoted equipment has been Competitively Bid and Competitively Awarded on Sourcewell Contract # 121223-MRL, and is Guaranteed Best government pricing. Freight, Installation, Training & Training Certificates Included @ No Charge.

CUSTOMER	QUOTE NUMBER	QUOTE DATE
	Triton.TCMW.09132024	9/13/2024
Triton College	Freight Terms:	FOB Destination, Prepaid
2000 5th Ave. #708 River Grove, IL 60171	Payment Terms:	Net 30
	Lead Time:	up to 90 Business Days ARO
708-456-0300	Good Through:	October 3, 2024

PART #	DESCRIPTION	QTY	LIST PRICE	CONTRACT PRICE	τοτα	L
TCMW	Premium Tire Changer ~ Variable Hydraulic, 10- 34"" Capable, Center Clamp, Leverless Toolhead, 208-230V, 20A, 1 phase, red. Includes Wheel Lift	1	\$ 32,360.00	\$ 25,270.99	\$ 25,2	70.99
20-3158-1	Flange Plate-feat quick pin release and large 240mm max diameter. Used for all models of Revolution TCs. Also for TCX51CEN center clamp tire changers and the Hunter Maverick Tire ChangerFor TCA34/TC39/TC37/TC3700 series use RP6-G1000A87 or RP6-1000A123	1	\$ 1,161.62	\$ 907.15	\$90	07.15
20-2964-1	Kit-Large Bore, Dual Wheel ~ Expands clamping capability into 16", 17", 19.5 and more dual- wheel applications. Suitable for Revolution Tire Changer and the Hunter Maverick Tire Changer.	1	\$ 697.71	\$ 544.86	\$ 54	44.86
L	Click here for Mohawk Lifts LLC Form W9: mohawklifts.com/w9		<u> </u>	Subtotal	\$ 26,72	23.00
			Sales Tax (i	f applicable)	\$	-

TOTAL

\$0.00

\$

V8.23

26,723.00

This quotation is subject to the terms and conditions noted on the following page

TERMS AND CONDITIONS

- 1) This order is subject to the standard terms and conditions of the above named contract and the corresponding master agreement, which are hereby incorporated by reference and accessible at www.govlifts.com.
- 2) The quoted prices have been competitively bid and awarded and are guaranteed to be the lowest government prices.
- 3) Electrical and compressed air connections to equipment are not included on this quotation. Any required concrete or electrical work is to be supplied by an outside contractor or the buyer and is not included in this quote.
- 4) All software pre-installed on, or subsequently released by Hunter for, Hunter equipment is licensed pursuant to the Hunter Engineering Company End User License Agreement ("EULA") accompanying such software. By placing an order for, purchasing, or using Hunter equipment, you acknowledge and agree to be legally bound by the EULA, which is hereby incorporated by reference.
- 5) Each party will agree to defend, hold harmless, and indemnify the other from any cost, loss, or damages of any type, including attorney fees, to the extent that they arise from the breach of the Agreement and/or willful misconduct or negligence.
- 6) The buyer is responsible for inspecting all products at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the buyer determine at the time of delivery that any items are damaged or missing the buyer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading. Mohawk is not responsible for missing or damaged products when the buyer has signed the delivery receipt, freight bill, or bill of lading in good condition.
- 7) A fork truck must be supplied at the offload site to unload the equipment from the freight carriers and, if applicable, for installation.
- 8) Price does not include sales tax (unless applicable), duties, brokerage, or any other fees.
- 9) Any and all permits, licenses, fees, etc. are the buyers responsibility

 DUNS: 117797939 / CAGE CODE: 8VDK6 / UEI: F9QME4G11RT5 / FEIN: 85-3221959 / SMALL BUSINESS SAM REGISTERED

 0
 Triton.TCMW.09132024
 V8.23

To place your order using this quotation, please fill in the following required information:

Same a Billing

	BILLING INFORMATION		SHIPPING INFORMATION	56
Name:		Name:		
Address:		Address:		
		_		
Contact:		Contact:		
Phone:		Phone:		
Email:		Email:		
Delivery Ho		knowledged and Accepted by:		
	Authorized Buyers Name (PRINT)	Au	thorized Buyers Signature	
	Title		Date	
	Phone		Email	
		Remit orders to:		

MOHAWK LIFTS LLC PO Box 110, Amsterdam, NY 12010 HUNTER@MOHAWKLIFTS.COM

Meeting of October 15, 2024

ACTION EXHIBIT NO. 17114

SUBJECT: <u>MODIFICATION TO PROFESSIONAL SERVICES AGREEMENT WITH</u> <u>THE SONNENSCHEIN GROUPE</u>

RECOMMENDATION: <u>That the Board of Trustees approve modification to the Agreement</u> with The Sonnenschein Groupe (BOT approved on 5-21-24; AE #17032) for services limited to recovering any claim Triton College has in the Payment Card Interchange Fee and Merchant Discount Antitrust Litigation. The College processes over \$8 million in credit card transactions yearly primarily for Tuition and Fees. The Merchant Discount Antitrust Litigation is principally about the interchange fees that member banks charge to each other. Triton College shall pay The Sonnenschein Groupe twenty percent (20%) of any funds recovered. There is zero cost (\$0.00) to the College if no funds are recovered.

RATIONALE: <u>Engaging The Sonnenschein Groupe for this specific service aligns with Triton</u> <u>College's financial interests. This Agreement focuses on potential recovery from the Payment</u> <u>Card Interchange Fee and Merchant Discount Antitrust Litigation, with compensation to The</u> <u>Sonnenschein Groupe contingent upon successful fund recovery. The initiative is aligned with</u> <u>the College's responsible financial management.</u>

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 \Box No \boxtimes

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THE SONNENSCHEIN GROUPE, LLC

DATE	 	
Name		Merchant

erchant Name

TIN

Title

Re: In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, MDL 1720

THE

GROUPE

SONNENSCHEIN

Dear_____:

This Agreement will memorialize the engagement of The Sonnenschein Groupe, LLC (the "Company") to process any claim ______ ("Client") may have as a member of the Rule 23(b)(3) Settlement Class pursuant to any settlement or court award in the above-referenced action, which is currently pending in the United States District Court for the Eastern District of New York.

Client represents that it has received Notice of this settlement or that Client is a member of the Rule 23(b)(3) Settlement Class consisting of: All persons, businesses, and other entities that have accepted any Visa-Branded Cards and/or Mastercard-Branded Cards in the United States at any time from January 1, 2004 to January 25, 2019.

Client further represents that it is not a "Dismissed Plaintiff," a merchant that previously settled and dismissed their own lawsuit, as listed on Appendix B to the Class Settlement Agreement, which is available <u>here</u>. Client consents to the Company's verification of its claim. In the event that Client does not have a claim, the retention of the Company is null and void. Client agrees to keep the terms of this engagement confidential except as required by law.

Scope of Engagement

The Company expects to render the following services for the Client: (1) conferences with Client and other relevant representatives designated; (2) preparation and submission of all claim forms and any documentation required to substantiate Client's claim; and (3) communicating, as necessary, with the Claims Administrator as to Client's claim and any calculation of Client's claim. Client agrees to promptly provide the Company with all documentation needed to substantiate Client's claim pursuant to the court-approved claim form.

The Company will not provide any legal advice and/or opinions. Although the Company may employ individuals that are licensed attorneys, Client understands that this is an agreement for *non-legal services only* related to the preparation and submission of Client's claim. The Company does not provide legal services, no attorney-client relationship is being formed, and the attorney-client privilege does not apply.

The Client shall utilize the Company as its Exclusive Claims Processor for this Antitrust Litigation (MDL 1720) and understands that the Company has the right to use a third-party to administer claim processing. Said third-party may include, but is not limited to, the SRC1 Group, for claim filing and processing.

The Company shall consult with and obtain Client's approval regarding any major decisions arising in connection with the above-referenced work or with respect to any of the services rendered by the Company pursuant to this Agreement.

1 The Sonnenschein Groupe Oakbrook Terrace, IL 60181 www.SonnenscheinGroupe.com

Fees for Services Rendered

In consideration of the services rendered, and to be rendered, pursuant to this Agreement, Client has agreed to pay as fees to the Company twenty percent (20%) of any recovery Client obtains from the Settlement Fund. Said recovered funds received as the result of Client's claim will be deposited into a joint escrow trust account operated by the Company and third-party, SRC1 Group, for distribution. All reasonable costs and out-of-pocket expenses necessary to prepare and submit Client's claim, and to provide other services to be rendered pursuant to this Agreement as outlined above, will be advanced by the Company or Its Third-Party Affiliate, 100% of which will be reimbursed to the Company or said Affiliate solely out of any recovery after application of the twenty-five percent contingency fee.

The Company's engagement will conclude when the Claims Administrator makes payment. The Company assumes no responsibility for any associated allocation, distribution, tax or any post-payment issue(s).

Dispute Resolution

Although we do not expect any disputes to arise between the Client and the Company, if a dispute does in fact arise, all parties agree that the exclusive venue for any action arising under or in any way related to this Agreement shall be DuPage County, Illinois. The parties expressly waive any objection or defense that such venue is an inconvenient or otherwise improper forum for any dispute arising under or in any way related to this Agreement. The parties also waive any and all objections to personal jurisdiction as they may relate to the enforcement of the terms of this Agreement in DuPage County, Illinois.

Law Governing this Agreement

This Agreement shall be interpreted and enforced pursuant to the laws of the State of Illinois, both substantive and procedural, regardless of choice of law principles.

Entire Understanding Between Parties

This Agreement represents the entire Agreement between the parties with respect to the engagement of the Company for the Client in this matter. The parties acknowledge that they have not relied upon any representations made by another party or other person as an inducement to enter into this Agreement. Client acknowledges that the Company has made no guarantee as to the outcome of this matter or the amount recoverable in connection with Client's claim. Further, the parties acknowledge that no representations have been made, other than those expressly set forth in this Agreement. No amendment, waiver or modification of any other terms and conditions set forth in this Agreement shall be effective unless in writing, signed by both parties.

If this Agreement accurately reflects the terms of our representation of Client in this matter, please sign and date in the space provided below and e-mail an executed copy of the Agreement to the Company. It is not necessary for class members to sign up for a third-party service to participate in any monetary relief, as nocost assistance is available from the Class Administrator and Class Counsel during the claims-filing period. For more information, visit Payment Card Settlement | Official Court-Authorized Website - Home. This Agreement may be signed in one or more counterparts, all of which shall be deemed original.

We look forward to working with you in this matter and thank you again for your confidence and trust.

AGREED AND ACCEPTED:

Sincerely, The Sonnenschein Groupe, LLC

By: _

CLIENT

DATE

2 **The Sonnenschein Groupe** Oakbrook Terrace, IL 60181 www.SonnenscheinGroupe.com

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Meeting of <u>October 15, 2024</u> ACTION EXHIBIT NO. <u>17115</u>

SUBJECT: <u>LULLO & SON CONSTRUCTION, INC. VENDOR LIMIT INCREASE</u>

RECOMMENDATION: <u>That the Board of Trustees approve a vendor limit increase to</u> \$50,000 for FY25 for Lullo & Son Construction, Inc.

RATIONALE: <u>So far in FY25, Triton has spent approximately \$9,210.00 with Lullo & Son</u> <u>Construction, Inc. The additional \$25,000.00 will cover a \$25,529.00 project plus allow</u> <u>additional funding for other carpentry work throughout the balance of FY25. This is allowable</u> <u>per the Illinois Public Community College Act 110 ILCS 805/3-27.1, paragraph (j) contracts for</u> <u>repair, maintenance, remodeling, renovation, or construction, or a single project involving an</u> <u>expenditure not to exceed \$50,000.00; and not involving a change or increase in the size, type,</u> <u>or extent of an existing facility.</u>

	Sean Sullivan	
Submitted to Board by:	Sean O'Brien Sullivan, Vice President of Business	s Services
Board Officers' Signatu	res Required:	
Board Officers' Signatu Mark R. Steph		 Date

Related forms requiring Board signature: Yes \Box No \boxtimes

Meeting of October 15, 2024

ACTION EXHIBIT NO. <u>17116</u>

SUBJECT: CURRICULUM RECOMMENDATIONS

RECOMMENDATION: <u>That the Board of Trustees approve the attached College Curriculum</u>

Committee recommendations.

RATIONALE: <u>This recommendation was approved by the College Curriculum Committee</u> on September 5, 2024, and approved by the Academic Senate on September 10, 2024.

Submitted to Board by: Junklunger Dr. Susan Campos, Vice President of Academic Affairs					
Board Officers' Signatur	res Required:				
Mark R. Steph Board Chairm	• 8	Date			
Related forms requiring B	Board signature: Yes 🗆 No 🛛				

College Curriculum Committee Summary September 5, 2024

for

Academic Senate, September 10, 2024 Board of Trustees, October 15, 2024

PROGRAM(S)

REVISED PROGRAM(s)

- C217D Respiratory Care (AAS)
 - program description was revised to replace sentence pending approval by the Accrediting Body, to approved.
 - Effective 8/18/2024

TRITON COLLEGE DISTRICT #504

SCHEDULE B47.03 VOLUME XLVII October 15, 2024

Spring 2025-Triton College Credit Schedule

The following firms have been invited to submit bids for printing the Spring 2025-Triton College Credit Schedule. 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 2:00 p.m. local time, Tuesday, September 17, 2024, the bids were publicly opened and read aloud in room A-300 by Danielle Stephens, Purchasing Manager and witnessed by Nancy Schafer, Purchasing Assistant.

COMPANY	NET COST
Indiana Printing & Publishing Company 775 Indian Springs Rd Indiana, PA 15701	\$28,826.00

It is recommended that the Board of Trustees accept the proposal submitted by Indiana Printing & 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:

Sen Sher-

Sean O'Brien Sullivan Vice President – Business Services

A/C Number	01-80300520	-540200005		
A/C Name	Marketing-Printing			
Budget	\$	293,000.00		
Prev. Expend		160,795.63		
Schedule		28,826.00		
Balance		103,378.37		

MEMORANDUM

To: Sean Sullivan From: Sam Tolia Date: 09/19/24 Re: Bid Results

Four printers submitted a bid for the printing of the Spring 2025 Triton College Credit Schedule. These bids are based on printing 145,000 copies at 32 pages plus cover. The cover prints fourcolor on 80# Gloss Enamel Text and the body prints four color on 30# Newsprint. Also included in the bid is an electronic proof (PDF), saddle stitching, storage and simplified mailing.

The bid is as follows:

Breese Publishing Company	\$33,236.46
Woodward Printing	\$29,472
K. K. Stevens Publishing	\$29,093.27
Indiana Printing and Publishing Company	\$28,826

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

SPECIFICATIONS

Bid will require alternate pricing for printing of four color process on cover and body.

Name

Spring 2025 Triton College Credit Schedule

Pages

Please provide quote for 32 pages plus cover; quote cost of plus or minus four-page signatures.

Quantity

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

Size Tabloid format; 8.25" x 10.75"

Ink

Cover: Four color process. Body: One color (black). ALTERNATE Cover: Four color process. Body: Four color process.

Paper

Cover: 80# gloss enamel text Body: Good quality 30# newsprint Note: Clearly indicate whether or not cost of paper is included in base price of bid.

Bleeds

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

Bindery

Saddlestitch.

Сору

Files provided via email approximately Oct. 22, 2024.

Proofs

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

First Delivery

1,500 schedules are to be delivered approximately Nov. 12, 2024, in easy-to-handle bundles not to exceed 40 lbs. in weight to: Triton College Warehouse, 2000 Fifth Ave., River Grove, IL 60171

Second Delivery

143,500 copies to be prepared for simplified mailing and delivered approximately Dec. 2, 2024, to the Palatine Post Office Facility, 1300 E. Northwest Highway, Palatine, IL 60095-9997.

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

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

Quote cost per thousand for simplified mailing.

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

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

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

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

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

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

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

Spring 2025 - Triton College Credit Schedule

Tuesday, September 17, 2024 at 2:00 pm

Vendor Name:		Printing	Breese Publishing			
	Cover: Four Color Inside: Black (1c)	Cover: Four Color Inside: Four Color	Cover: Four Color Inside: Four Color			
145,000 copies, 32 pages plus cover	No Bid	\$ 28,826.00	\$ 27,983.98	\$ 31,311.46		
Additional signatures + 4	No Bid	\$ 868.00	No Bid	No Bid		
+ 8	No Bid	\$ 1,643.00	\$ 29,682.01	\$ 33,956.04		
+ 16	No Bid	\$ 3,192.00	\$ 31,466.74	\$ 36,496.97		
Less signatures - 4	No Bid	\$ 774.00	No Bid	No Bid		
- 8	No Bid	\$ 1,549.00	\$ 23,902.18	\$ 26,417.30		
- 16	No Bid	\$ 3,185.00	\$ 22,132.91	\$ 23,891.79		
Additional M's	No Bid	\$ 194.82	\$ 192.00	\$ 192.00		
Delivery	No Bid	Included	\$ 1,200.00	\$ 1,200.00		
Simplified mailing	No Bid	Included	\$ 725.00	\$ 725.00		
Storage	No Bid	Included	none	none		
Total	No Bid	\$ 28,826.00	\$ 29,908.98	\$ 33,236.46		

Spring 2025 - Triton College Credit Schedule

Tuesday, September 17, 2024 at 2:00 pm

Vendor Name:		Woodward Printing				K.K. Stevens			
		ver: Four Color	Cover: Four Color					Cover: Four Color	
	Insi	ide: Black (1c)	Insi	de: Four Color		nside: Black (1c)		Inside: Four Color	
145,000 copies, 32 pages plus cover	\$	38,537.00	\$	29,472.00	\$	25,906.76	\$	29,093.27	
Additional signatures + 4	\$	1,172.00	\$	1,216.00	\$	5,393.32	\$	6,624.71	
+ 8	\$	1,669.00	\$	2,030.00	\$	2,242.84	\$	4,004.35	
+ 16	\$	3,159.00	\$	3,656.00	\$	3,627.84	\$	5,698.27	
Less signatures - 4	\$	1,056.00	\$	1,058.00	\$	107.31	\$	60.34	
- 8	\$	1,490.00	\$	1,575.00	\$	819.11	\$	925.76	
- 16	\$	2,266.00	\$	3,086.00	\$	3,001.31	\$	4,295.32	
Additional M's	\$	202.00	\$	205.00	\$	147.59	\$	163.37	
Delivery		Included		Included		Included		Included	
Simplified mailing		Included		Included	Included Included		Included		
Storage		Included		Included		Included		Included	
Total	\$	28,537.00	\$	29,472.00	\$	25,906.76	\$	29,093.27	

Castle Printech 121 Industrial Drive DeKalb, IL 60115

Color Art 1325 N Warson Rd St. Louis, MO 63132

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

Blue Island Newspaper Printing, Inc, 262 W 147th St Harvey, IL 60426

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

Woodward Printing Services 11 Means Drive Platteville, WI 53818

Custom Bindery Services 120 W Laura Drive Addison, IL 60101

PA Hutchison Company 400 Pen Ave Mayfield, PA 18433

Data Reproduction Corporation 4545 Glenmeade Lane Auburn Hills, MI 48326

Consolidated Printing Company, Inc. 1715 Elmhurst Rd Elk Grove Village, IL 60007 Reindl Printing, Inc. 1300 Johnson St Merrill, WI 54452

Creasey Printing Services 1905 Morning Sun Ln Springfield, IL 62711

Midstates Inc 4820 Capital Ave NE Aberdeen, SD 57401

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

The Printing Works II Inc 7750 Archer Rd Justice, IL 60458

Envision3 225 Madsen Dr Bloomingdale, IL 60108

Vouge Printers 820 S Northpoint Blvd Waukegan, IL 60085

Indiana Printing 775 Indian Springs Rd Indiana, PA 15701

Topweb 5450 N Northwest Highway Chicago, IL 60630 Master Graphics, LLC 1100 S Main Street Rochelle, IL 61068

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

North Shore Printers 535 S Sheridan Rd Waukegan, IL 60085

RR Donnelley Attn: Isaac Bracher 1536 Bourbon Parkway Streamwood, IL 60107

John S Swift 999 Commerce Ct Buffalo Grove, IL 60089

Viking Printing 613 E. Indian School Road Phoenix, AZ 85012

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

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

EP Graphics 169 Jefferson St Berne, IN 46711

SCHEDULE B47.04 VOLUME XLVII October 15, 2024

Bus Shelter Replacement

3 firms submitted bids for the Bus Shelter Replacement project. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 1:45 p.m. local time, Monday, September 23, 2024, the bids were publicly opened and read aloud in room A-300 by John Lambrecht, Operations & Maintenance and witnessed by James Pechacek and Steve Mazurek, Maintenance, Danielle Stephens, Purchasing, and representatives from F.H. Paschen, Edwin Anderson Construction, and Misfit Construction.

It is recommended that the Board of Trustees accept the proposal submitted by F.H. Paschen S.N. Nielsen & Associates, LLC., in accordance with their low specified bid. This item was competitively bid according to state statutes.

COMPANY F. H. Paschen S. N. Nielsen & Associates, LLC. 5515 East River Road Chicago, IL 60656 NET COST \$46,000.00

APPROVED:

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Sean O'Brien Sullivan Vice President – Business Services

A/C Number A/C Name	02-70900501-5804000 Construction Building Remodeling > 50k		
FY25 Budget Prev. Expend. Schedule Balance	\$ \$ \$	13,616,000.00 155,754.50 46,000.00 13,414,245.50	



Operations & Maintenance

Memorandum

September 24, 2024

- To: Sean Sullivan V.P. Business Services
- From: John Lambrecht Associate Vice President, Facilities

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RE: Bus Shelter Replacement - 2024

Triton College received 3 bids from vendors for the Bus Shelter Replacements project.

The lowest, qualified bidder was F.H. Paschen S.N. Neilsen & Associates, LLC., in the Base Bid amount of \$46,000.00.

I have carefully reviewed the bid and recommend that the project be awarded to be awarded to F.H. Paschen S.N. Neilsen & Associates, LLC., in the Base Bid amount of \$46,000.00.

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

John

John Lambrecht & Associate VP, Facilities & Triton College & 2000 Fifth Ave & River Grove, Illinois 60171 708.456.0300 Ext. 3048 & 708.583.3101 Fax & johnlambrecht@triton.edu & www.triton.edu

Bus Shelter Replacement - 2024 Bid Tabulation

	F.H. Paschen	Edwin Anderson	Misfits
Bus Shelter Replacement	\$46,000.00	\$49,900.00	\$54,500.00

TRITON COLLEGE DISTRICT #504 SCHEDULE B47.05 VOLUME XLVII October 15, 2024

Snow Removal Services 2024 / 2025

3 firms submitted bids for Snow Removal Services 2024 / 2025. 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 1:30 p.m. local time, Monday, September 23, 2024, the bids were publicly opened and read aloud in room A-300 by John Lambrecht, Operations & Maintenance and witnessed by James Pechacek and Steve Mazurek, Maintenance, Danielle Stephens, Purchasing, and representatives from Mark 1 Landscape and Snow & Ice Solutions.

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

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COMPANY Snow & Ice Solutions, Inc 1112 N. 13th Street Melrose Park, IL 60160 NET COST \$125,000.00

APPROVED:

Sean O'Brien Sullivan Vice President – Business Services

	02-70300510-530400015 Ground Maintenance		
FY25 Budget\$Prev. Expend.\$Schedule\$Balance\$	455,000.00 39,173.42 125,000.00 290,826.58		



Operations & Maintenance

September 25, 2024

Memorandum

- To: Sean Sullivan V.P. Business Services
- From: John Lambrecht Associate Vice President, Facilities

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RE: Snow Removal Services - 2024 / 2025

Triton College received 3 bids from vendors for Snow Removal Services 2024 / 2025..

The lowest, qualified bidder was Snow & Ice Solutions, Inc., in the Amortized Bid amount of \$71,600.00.

The Amortized Bid Amount is based estimated 2024 T & M hours of snow clearing. Additional amount is reflected on Purchasing Schedule to account for additional snow occurrences that may occur in the 2024 / 2025 season.

I have carefully reviewed all bids and recommend that the bid should be awarded to Snow & Ice Solutions, Inc., in the amount of \$125,000.00.

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

John

John Lambrecht & Associate VP, Facilities & Triton College & 2000 Fifth Ave & River Grove, Illinois 60171 708.456.0300 Ext. 3048 & 708.583.3101 Fax & johnlambrecht@triton.edu & www.triton.edu

Snow Removal 2024 / 2025 Bid Tabulation

	Snow & Ice Solutions	Khione	Mark 1 Landscape
Cost per Hour for Equipement with Driver of list below:	Cost Per Hour	Cost Per Hour	Cost Per Hour
Plow Truck with 8' Blade		\$145.00	\$105.00
Plow Truck with 10' Blade	\$150.00	\$155.00	\$115.00
Skidster with Plow/Box	\$185.00	\$145.00	\$125.00
Compact Loader	\$225.00	\$190.00	\$155.00
Loader with 3 yard bucket	\$290.00	\$255.00	\$225.00
Loader with Box Blade	\$290.00	\$270.00	\$185.00
Semi Dump Truck	\$250.00	\$160.00	\$255.00
Salt Truck - (Owners Salt)	\$150.00	\$165.00	\$145.00
Annual 1 Time Equipment Use / Delivery Cost if applicable	\$2,000.00	\$12,000.00	\$0.00
Total 2024 Estimated Cost based on 240 total Loader with Box Blade Hours	\$71,600.00	\$76,800.00	\$44,400.00

Mark 1 Bid was retracted

TRITON COLLEGE DISTRICT #504 SCHEDULE B47.06 VOLUME XLVII October 15, 2024

Window Replacements - Multiple Buildings - Phase 1

4 firms submitted bids for the Window Replacements - Multiple Buildings - Phase 1 project. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 2:00 p.m. local time, Thursday, September 26, 2024, the bids were publicly opened and read aloud in room A-300 by John Lambrecht, Operations & Maintenance and Gaspare Pitrello, Arcon Associates, Inc., and witnessed by James Pechacek and Steve Mazurek, Maintenance, Danielle Stephens, Purchasing, and representatives from Arcon Associates, Inc., F.H. Paschen, Edwin Anderson Construction Company, Blue Reef LLC, and AGAE Contractors.

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

COMPANY Edwin Anderson Contraction Company 102 S. Fairbank St. Addison, IL 60101 NET COST \$1,485,000.00

APPROVED:

Sean O'Brien Sullivan

Vice President – Business Services

02-70900501-580400005 A/C Number **Construction Building** A/C Name Remodeling > 50k\$ 13,616,000.00 FY25 Budget Prev. Expend. \$ 201,754.50 \$ 1,485,000.00 Schedule Balance \$ 11,929,245.50



Operations & Maintenance

Memorandum

October 1, 2024

- To: Sean Sullivan V.P. Business Services
- From: John Lambrecht Associate Vice President, Facilities

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RE: Window Replacements - Multiple Buildings - Phase 1

Triton College received 4 bids from vendors for the Window Replacements - Multiple Buildings - Phase 1 project.

The lowest, qualified bidder was Edwin Anderson Construction Company in the Base Bid amount of \$1,485,000.00.

Arcon Associates, Inc. has carefully reviewed the bid and recommends that the project be awarded to be awarded to Edwin Anderson Construction Company in the Base Bid amount of \$1,485,000.00.

I support this recommendation and agree that the bid should be awarded to Edwin Anderson Construction Company in the Base Bid amount of \$1,485,000.00.

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

John



September 30, 2024

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

RE: BID RECOMMENDATION WINDOW REPLACEMENTS – MULTIPLE BUILDINGS – PHASE I TRITON COLLEGE PROJECT NO. 24085

Dear Mr. Lambrecht:

On Thursday, September 26, 2024, at 2:00 P.M. four (4) sealed bids were publicly opened and read for the Window Replacements – Phase I project. The low qualified bidder was Edwin Anderson Construction Company, in the Base Bid amount of \$1,485,000. The Base Bid includes the project contingency amount.

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

Therefore, ARCON Associates, Inc. recommends that the Board of Trustees, Triton College award the contract for the Window Replacements – Phase I project to the low qualified bidder, Edwin Anderson Construction Company, in the Base Bid amount of \$1,485,000

Attached is the Bid Tabulation Sheet for your review.

Sincerely, ARCON Associates, Inc.

Haysare Patietts

Gaspare P. Pitrello, ALA Principal

Attachments

BJS/rac

J:\Triton College\24085 Window Replacements @ Multiple Buildings\1 Docs\Corr\24085L001.docx

Project: Window Replacements @ Multiple Buildings - Phase I Owner: Triton College Project No.: 24085 Bid Date/Time: Thursday, September 26, 2024 @ 2:00PM



	CONTRACTOR	AD.1	BID BOND	BASE BID + 10% CONTINGENCY	TOTAL
1	AGAE Contractors	X	\mathbf{X}	\$1,669,800.00	\$1,669,800.00
2	Blue Reef LLC	X	\mathbf{X}	\$1,582,460.00	\$1,582,460.00
3	Edwin Anderson Construction Company	X	X	\$1,485,000.00	\$1,485,000.00
4	F.H. Paschen Contractors	X	X	\$1,683,000.00	\$1,683,000.00