

# Regular Meeting of the Board of Trustees

NOTICE:

The Board of Trustees will convene in the Boardroom (A-300) and guests may attend via teleconference utilizing the number listed below. All provisions for conducting this meeting remotely will be followed in compliance with the Open Meetings Act and Executive Orders.

Individuals who wish to address the Board of Trustees during the Citizen Participation portion of the meeting should send an email to susanpage@triton.edu including your name, phone number, town/affiliation, and the item you wish to address, no later than Tuesday, April 20, 2021 at 6 p.m.

#### Agenda

#### Tuesday, April 20, 2021

I. CALL TO ORDER

April 20, 2021 at 6:30 p.m. Boardroom (A-300)

Teleconference Number: 312-626-6799

Meeting ID: 516 421 4791

- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF BOARD MINUTES VOLUME LVII
  Minutes of the Regular Board Meeting of March 16, 2021, No. 12
- 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

- 16564 Budget Transfers
- 16565 2021-2026 Intergovernmental Agreement Extension with Des Plaines Valley Region Education for Employment Regional Delivery System
- 16566 Copyright Clearance Center Agreement
- 16567 Agreement with Cumulus Media Digital Advertising
- 16568 Agreement with Cumulus Media WKQX Radio
- 16569 Agreement with effecty, a Comcast Company Digital and Television
- 16570 Agreement with iHeart Media
- 16571 Agreement will Illinois Convenience and Safety Corp.
- 16572 Agreement with Interstate Outdoor Advertising
- 16573 Agreement with Total Traffic and Weather Network
- 16574 SURS Deferred Compensation Plan
- 16575 Episerver Development Agreement
- 16576 American Digital Backup Replication and Disaster Recovery
- 16577 College Curriculum Committee Recommendations
- 16578 Selection of Student Member of the Board of Trustees

#### B. Seating of Student Trustee

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

#### 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, held in the Triton College Boardroom and via public teleconference, to order at 6:40 p.m. All provisions for conducting this meeting remotely were followed in compliance with the Open Meetings Act and current Executive Orders, with Chairman Stephens, President Mary-Rita Moore, and others present in the Boardroom. Following the Pledge of Allegiance, roll call was taken.

Present: Mrs. Lisa Bickel, Mr. Luke Casson, Mr. Glover Johnson, Mr. Steven Page,

Mrs. Elizabeth Potter, Mr. Rich Regan, Mr. Mark Stephens, Ms. Diane Viverito.

#### APPROVAL OF BOARD MINUTES

Mrs. Bickel made a motion, seconded by Mr. Casson, to approve the minutes of the Regular Board Meeting of February 16, 2021.

Roll Call Vote:

Affirmative: Mrs. Bickel, Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter, Mr. Regan,

Ms. Viverito, Mr. Stephens.

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

#### **COMMENTS ON THIS AGENDA**

None.

#### **CITIZEN PARTICIPATION**

Tony Johnston, Cook County College Teachers Union President, representing Classified, Mid-Managers, and Full-time Faculty, addressed the Board regarding the need for vaccinations of employees for a safe reopening. He urged the Board to provide vaccinations for employees.

Myrna LaRosa, faculty, addressed the Board on the safe reopening of the college. She asked about employees receiving vaccinations at the Cook County site on campus and where federal funding coming to the college was spent. AVP of Facilities John Lambrecht reported on renovations to ventilation, with upgraded filtration and increased outdoor air intake.

Cassandra Hutchinson, from the IT department, addressed the Board regarding Triton decisions. She expressed concern about returning to campus and suggested waiting until the summer semester, and also discussed vice presidents receiving two-year contracts.

Geri Brewer, nursing chairperson, addressed the Board regarding the need to negotiate the upcoming contract. She commented that the last two months has been disheartening for faculty and she hopes the teams can come to the table and make things right.

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Patricia Brantley, employee, addressed the Board about the return to campus plan, asking that staff and students be allowed to express their concerns and strategies for their protection on campus, and that the college remain flexible.

Daniele Manni, faculty member, addressed the Board regarding Faculty Association negotiations and reopening plan. He discussed the issue of in-person negotiations and expressed his hope for a successful reopening and timely conclusion of negotiations.

Christina Brophy, faculty member, addressed the Board about reopening, commenting that many of her students have been diagnosed and hospitalized with COVID-19. In order to not endanger students or vulnerable families, she feels that those who want to should be allowed to remain remote and that Triton should take every precaution.

Chairman Stephens thanked everyone for their time and sharing their thoughts, and encouraged attendance at future Board meetings to stay informed.

#### **REPORTS/ANNOUNCEMENTS – Employee Groups**

Faculty Association President Leslie Wester reported that she looks forward to the negotiating teams meeting tomorrow, commenting that because administration has refused to meet virtually, faculty have filed a ULP. Regarding a return to campus, she noted that it's important everyone work together for a safe reopening, and they are looking to see a safety plan including information on ventilation, cleaning, shared office spaces, and interacting with students.

Mid-Management Association Vice President Dorota Krzykowska thanked President Moore for her email about reopening and is looking for more information on flex scheduling and precautions to keep everyone safe.

Classified Association President Katrina Mooney reported that the union leaders met with President Moore last week regarding returning to campus and all were concerned with safety and want to see a comprehensive safety plan.

Chairman Stephens commented that the entire janitorial staff was trained and certified for COVID, the ventilation has been upgraded to the highest filtration possible, everyone is wearing masks, and there is social distance signage and floor markings. He has a great deal of confidence in Administration and is sure the President will address communication needs as employees return to campus.

Adjunct Faculty Association President Bill Justiz thanked President Moore for her meeting with union leadership. He congratulated Kelly McFarland on being named Outstanding Adjunct Faculty of the Year.

#### STUDENT SENATE REPORT

TCSA President Megan Sroka reported that the tuition increase was discussed with students and the feedback they provided was understanding that Triton's tuition is still one of the

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lowest and so they accept it. Nursing students expressed that they've had work hours cut because of COVID, so it's hard for them, but they understand that it is a low cost program compared to others in the state. Ms. Sroka discussed upcoming activities including TCSA E-Board elections, PTK Meet & Greet and Induction Ceremony after Spring Break.

#### **BOARD COMMITTEE REPORTS**

#### Academic Affairs/Student Affairs

Ms. Viverito reported that the committee met virtually earlier this month, discussed curriculum, and ask the Board for their support.

#### Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on March 3, reviewed seven new business items and one purchasing schedule, and forwarded six new business items to the Board with a recommendation for approval.

#### ADMINISTRATIVE REPORT

Representatives from the Illinois Community College Trustees Association were present to recognize Vice Chairwoman Diane Viverito on her 25 years of service as a Trustee. ICCTA Executive Director Jim Reed and ICCTA Board President Jon Looney presented Ms. Viverito with an award in honor of her years of devotion to higher education and dedication to Triton College and the Illinois community college system.

#### PRESIDENT'S REPORT

President Mary-Rita Moore congratulated Ms. Viverito on her award, and acknowledged some of Ms. Viverito's contributions to the college including her service as Chair of the Board Academic Affairs/Student Affairs Committee, Co-Chair of the 50<sup>th</sup> Anniversary Steering Committee, and representing the Board at various organizations such as the Association of Governing Boards and American Association of Community Colleges. President Moore thanked Ms. Viverito on behalf of the students and employees for her dedication and involvement in the lives of students at many events, celebrations, meetings, and as an avid supporter of athletics. Ms. Viverito stated that her experience as a Trustee has been wonderful, and she looks forward to live events beginning again soon.

President Moore noted that today marks the one year anniversary of the college's closing due to the pandemic. The campus reopened in June of 2020 and has moved forward in slow, progressive steps, with everyone working together through a gradual process, with much learned that we bring forward into this next step. Ms. Moore commented that union leaders mentioned a safety plan and are working with her to remind everyone that this information is on the website and up to date. She reiterated her commitment to the campus community to listen to concerns and discuss current practices in regards to safety and opportunity to restore the on-campus experience. President Moore reminded that there is no adjustment to students or faculty for the spring semester. She thanked everyone who spoke tonight and those who have worked diligently since June 1.

President Moore announced that commencement will be held on May 15 on the Triton campus, and details will be forthcoming.

#### CHAIRMAN'S REPORT

None.

#### **NEW BUSINESS**

#### **ACTION EXHIBITS**

With leave of the Board, Mr. Stephens asked for the Action Exhibits to be taken as a group, including:

- 16553 Budget Transfers
- 16554 Certificate of Final Completion and Authorization of Final Payment for the Main Entrance Concrete Stair Replacement A Building Project
- 16555 Four-Year Tuition Increase Plan
- 16556 Five-Year Tuition Increase Plan for Select Health Career Programs
- 16557 Wireless Hotspot Service
- 16558 Intergovernmental Agreement with the University of Illinois
- 16559 Approval and Release of Closed Session Minutes of the Board of Trustees
- 16560 Destruction of Closed Session Verbatim Recordings
- 16561 Curriculum Committee Recommendations
- 16562 Emergency Contracting with Larry's Plumbing for Underground Piping Replacement Confirmation of Board Poll
- 16563 2019-2024 Negotiated Agreement with Full-Time Policy Illinois Council of Police (ICOPS)

Ms. Viverito made a motion to approve the Action Exhibits, seconded by Mr. Regan. Exhibits 16555 and 16556 were discussed, with confirmation that there was communication with students about the tuition increases. Further information will be gathered about program cost increases at neighboring colleges for comparison.

#### Roll Call Vote:

Affirmative: Mrs. Bickel, Mr. Casson (items 16553-16555, 16557-16563), Mr.

Johnson, Mr. Page, Mrs. Potter, Mr. Regan, Ms. Viverito, Mr. Stephens.

Abstain: Mr. Casson on item 16556.

Motion carried 7-0 with the Student Trustee voting yes on all Action Exhibits except ITEM 16556 which carried 6-0 with the Student Trustee voting yes and Mr. Casson abstaining.

#### **BILLS AND INVOICES**

Mr. Johnson made a motion, seconded by Mrs. Potter to pay the Bills and Invoices in the amount of \$1,258,471.59.

Roll Call Vote:

#### TRITON COLLEGE DISTRICT 504

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Affirmative: Mrs. Bickel, Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter, Mr. Regan,

Ms. Viverito, Mr. Stephens.

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

#### **CLOSED SESSION**

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

Roll Call Vote:

Affirmative: Mrs. Bickel, Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter, Mr. Regan,

Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes. The Board went into Closed Session at 8:24 p.m.

#### **RETURN TO OPEN SESSION**

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

Roll Call Vote:

Affirmative: Mrs. Bickel, Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter, Mr. Regan,

Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes. The Board returned to Open Session at 8:51 p.m.

#### **HUMAN RESOURCES REPORT**

#### 1.0 Faculty

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve page 1 of the Human Resources Report, item 1.1.01.

Roll Call Vote:

Affirmative: Mrs. Bickel, Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter, Mr. Regan,

Ms. Viverito, Mr. Stephens.

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

#### 2.0 Adjunct Faculty

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve pages 2 through 4 of the Human Resources Report, items 2.1.01 through 2.8.01.

#### TRITON COLLEGE DISTRICT 504

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Roll Call Vote:

Affirmative: Mrs. Bickel, Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter, Mr. Regan,

Ms. Viverito, Mr. Stephens.

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

#### 3.0 Administration

Ms. Viverito made a motion, seconded by Mr. Casson, to approve pages 5 through 8 of the Human Resources Report, items 3.1.01 through 3.3.02.

Roll Call Vote:

Affirmative: Mrs. Bickel, Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter, Mr. Regan,

Ms. Viverito, Mr. Stephens.

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

#### 4.0 Classified, Police & Engineers

Ms. Viverito made a motion, seconded by Mrs. Potter, to approve pages 9 and 10 of the Human Resources Report, items 4.1.01 through 4.6.02.

Roll Call Vote:

Affirmative: Mrs. Bickel, Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter, Mr. Regan,

Ms. Viverito, Mr. Stephens.

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

#### **5.0 Mid-Management**

Mrs. Potter made a motion, seconded by Mr. Regan, to approve pages 11 and 12 of the Human Resources Report, items 5.1.01 through 5.4.01.

Roll Call Vote:

Affirmative: Mrs. Bickel, Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter, Mr. Regan,

Ms. Viverito, Mr. Stephens.

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

#### **6.0 Hourly Employees**

Ms. Viverito made a motion, seconded by Mr. Johnson, to approve pages 13 and 14 of the Human Resources Report, items 6.1.01 through 6.3.03.

Roll Call Vote:

Affirmative: Mrs. Bickel, Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter, Mr. Regan,

Ms. Viverito, Mr. Stephens.

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

# TRITON COLLEGE DISTRICT 504

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#### **7.0 Other**

Mrs. Potter made a motion, seconded by Mr. Regan, to approve page 15 of the Human Resources Report, item 7.1.01.

Roll Call Vote:

Affirmative: Mrs. Bickel, Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter, Mr. Regan,

Ms. Viverito, Mr. Stephens.

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

#### **ADJOURNMENT**

There being no further business before the Board, the Chairman asked for a motion to adjourn. Motion was made by Ms. Viverito to adjourn the meeting, seconded by Mr. Johnson.

Roll Call Vote:

Affirmative: Mrs. Bickel, Mr. Casson, Mr. Johnson, Mr. Page, Mrs. Potter, Mr. Regan,

Ms. Viverito, Mr. Stephens.

Motion carried 7-0 with the Student Trustee voting yes. Chairman Stephens adjourned the meeting at 8:56 p.m.

Submitted by: Mark R. Stephens Elizabeth Potter
Board Chairman Board Secretary

Susan Page

Susan Page, Recording Secretary

### TRITON COLLEGE, District 504 Board of Trustees

Meeting of April 20, 2021 ACTION EXHIBIT NO. 16564

SUBJECT: BUDGET T	RANSFERS			
RECOMMENDATION: transfers to reallocate fund			prove the attached	proposed budget
		<u>.</u>		
RATIONALE: Trans	sfers are recomn	nended to acc	ommodate institu	ntional priorities.
See description on attache	d forms.			
		Sean Sullive	an	
Submitted to Board by:	Sean O'Brien Su	llivan. Vice Pre	sident of Business	Services
		, , , , , , , , , , , , , , , , , ,		, 201 11005
Board Officers' Signatur	es Required:			
Mark R. Stephe Chairman	ens	Elizabetl Secre	h Potter etary	Date
Related forms requiring B	oard signature: Y	es 🗆 No I	$\boxtimes$	

#### PROPOSED BUDGET TRANSFERS - FY 2021 FOR THE PERIOD 3/1/21 to 3/31/21

	FROM		ТО			
ID#	AREA ACCT#		AREA	AMOUNT		
,	EDUCATION FUND		·			
1	Music	01-10100525-530400020	Music	01-10100525-540901005	\$	700.00
2	Horticulture	01-10300535-540600005	Horticulture	01-10300535-550100005		76.00
3	Dean Academic Success	01-20100520-590900000	Ctr Access & Accom Services	01-20800530-530900010		23,622.00
4	Dean, Health Occupations	01-20801040-550200010	Dean, Health Occupations	01-20801040-540600010		2,000.00
5	Grant Office	01-80900530-550300005	Grant Office	01-80900530-540600005		200.00
6	Professional Development	01-80900540-530900010	Professional Development	01-80900540-550100005		1,500.00
7	Ctr Access & Accom Services	01-20800530-510600005	General Institutional	01-80600525-510900010		2,930.00
8	Dean, Health Occupations	01-20801040-510400005	General Institutional	01-80600525-510900010		3,364.00
9	Dean of Retention	01-30200520-510600005	General Institutional	01-80600525-510900010		14,560.00
10	Financial Aid	01-30400510-510600005	General Institutional	01-80600525-510900010		15,510.00
11	Dean Of Student Services	01-30800510-510600005	General Institutional	01-80600525-510900010		16,016.00
12	Center Of Business & PD	01-40200510-510100005	General Institutional	01-80600525-510900010		32,994.00
13	RSVP Volunteer Program	01-40400520-510200005	General Institutional	01-80600525-510900010		12,110.00
14	Dean Continuing Education	01-40800510-510100005	General Institutional	01-80600525-510900010		16,920.00
			TOTAL EDUCATION FUND		\$	142,502.00
	FROM			ТО		
ID#	AREA	ACCT#	AREA	ACCT #		AMOUNT
	RESTRICTED FUND					
15	Westlake6	06-10405013-590200000	Westlake6	06-10405013-540100240	\$	3,000.00
16	MSI-Minority Serving Instituti	06-20905042-590400090	MSI-Minority Serving Instituti	06-20905042-510300210		50,000.00
17	MSI-Minority Serving Instituti	06-20905042-590400090	MSI-Minority Serving Instituti	06-20905042-530900010		40,655.00
18	ECMC Yr3 Grant	06-30205012-550300005	ECMC Yr3 Grant	06-30205012-540900505		4,000.00
19	Adult Volunteer Literacy	06-30805001-550100005	Adult Volunteer Literacy	06-30805001-540100210		700.00
20	Adult Volunteer Literacy	06-30805001-550200005	Adult Volunteer Literacy	06-30805001-540100210		840.00
			TOTAL RESTRICTED FUND		\$	99,195.00
			TOTAL PROPOSED BUDGET TI	RANSFERS	\$	241,697.00

Jucusign Envelope ID. 334741000-07101	-47 100 DI	000 20400011 00	10	
	Bud	get Transf	er Form	
	\$700			
Dollar Amount	-			Object Code Description
	01	10100525	530400020	Maintenance Services Computer Equipment
From what Budget Account		10100525	540901005	Equipment Noncapitalized Computer
To what Budget Account	01	10100525	540901005	—————————
Is this a Grant? Yes [ ] No [ x ]	-			, the following statement must appear in the Rationale: e (name of grant) guidelines"
Grant Accountant?				Include Attachments: Yes ( ) No (X)
Rationale:				
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Explain specifically why addition				
These funds will pay, in p electronic Music classroom instruction to MUS student	, to al	or the acquis llow use of c	ition of compute urrent software	er interface devices needed in J-203, the products resulting in improved classroom
				· ·
Required Signatures				
Requestor	deni	ioned by: US.MCINAMAYA@YM 042780418	ail.com 2/	9/2021
Cost Center Manager		is.mchamara@gm	ail.com 2/	/10/2021
South Control to Control of Contr		042760418	2/	10/2021
Associate Dean (if Applicable)	Ric St.	BTEDOP418.	2	/10/2021
Dean (if Applicable)	tevin	25/5044400		
Associate Vice President	and Charles	Igned by: Jewsen	2,	/12/2021
ASSOCIATE PICE FRESHARING	DocuBig	6881974DE ined by:	3	/1/2021
Area Vice President	1	Сатроз		
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Grant Accountant				
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Exec. Director of Finance.		$\overline{\Pi}$		RUE3 05 3/11
Exec. Dir. of Bus. Operations:		CR		Entered by: B5453 D5 3/4/21
VP of Business Services.	S	-3/2/21		

	Buc	lget Transf	er Form	
		жж 76.00		
Dollar Amount	-			Object Code Description
From what Budget Account	01	10300535	540600005	Publications and Dues
_	01	10300535	550100005	———————— Meeting Expense
To what Budget Account		· —		
Is this a Grant? Yes ( ) No ( x )				r, the following statement must appear in the Rationale: ne (name of grant) guidelines"
Grant Accountant?				Include Attachments: Yes [ ] No [X]
Rationale:				
				ar, and are available to be transferred: s waived their annual membership dues so this
			593	
Explain specifically why addition			_	
The starting balance in the dollars to cover Advisory	is acco	ount had prev tee in person	iously been enc meeting expens	umbered by the institution; need \$75 additional e from 3/4/2021.
Required Signatures	Docus	igned by:	7	VF (2024
Requestor	409563	opher Clem	3,	/5/2021
Cost Center Manager	Christi	opher Uem	3,	/5/2021
Associate Dean (if Applicable)				
	Dr. M	medby: unifer Davidson	3	/8/2021
Dean (If Applicable)	DocuSi	0890-3C46E gned by:		/8/2021
Associate Vice President		JUNSUN BBB1074DE	2	/0 /2021
Area Vice President	Dr. Su	san Campos	3	/8/2021
		17.004.1400		
				The second secon
	BUSI	NESS OFFICE	APPROVALS	
Grant Accountant:				
Asst. Director of Finance				
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Exec. Director of Finance:	-	Va		Entered by: 85457 DS 3 10 21
Exec. Dir. of Bus. Operations:	7	CK		211012
VP of Business Services:	H	~ 3/8/21		

DocuSign Envelope ID: 50B28E9A-DC09	J <b>-4535</b> -86	SED-6691D86330	E2		
	Budget Transfer Form				
Dollar Amount	\$23,6	522.00			
Donal Amount	***************************************			Object Code Description	
From what Budget Account	01	20100520	590900000	Other Expenditures	
To what Budget Account	01	20800530	530900010	Other Contractual Services	
Is this a Grant? Yes ( ) No ( x )				the following statement must appear in the Rationale: e (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:  The Dean of Academic Success budget (Other Expenditures) had less than expected expenditures in FY21, primarily due to the pandemic.  Explain specifically why additional funds are needed in the receiving account:  CAAS needs additional funds in Other Contractual Services to provide interpretive services to students who require accommodations through Spring 2021. We are required to provide these services to students who qualify.					
Daniel Standard	-				
Required Signatures Requestor	Hilan	g Muyer	3/	19/2021	
Cost Center Manager	W/K	DEFESTIVES.	3/	19/2021	
Associate Dean (if Applicable)	(Joout	gued by:		/19/2021	
Dean (if Applicable)	- ecuer	Meyer		/19/2021	
Associate Vice President		se Jones MUNICISMO			
Area Vice President		Kaslow Matter	3,	/19/2021	
BUSINESS OFFICE APPROVALS					
Grant Aceountant:					
Asst. Director of Finance					
Exec. Director of Finance:		1/1	•	Entered by: 85470 053/24/21	
Exec. Dir. of Bus. Operations:		CK		Entered by: 20 1 24 2	
VP of Business Services:	de	2/23/21			

	Bud	get Transf	er Form	
Dollar Amount	\$2000	0.00		
Donar Amount		<del></del>		Object Code Description
From what Budget Account	01	20801040	550200010	Prof.Dev Travel In-State
_	01	20801040	540600010	Prof.Dev Publications and Dues
To what Budget Account  Is this a Grant?	*If you	. are submittin	g a grant transfer	the following statement must appear in the Rationale:
Yes ( ) No ( x )				e (name of grant) guidelines"
Grant Accountant?				Include Attachments: Yes $[]$ No $[X]$
Lack of in-state travel transfer.  Explain specifically why addition  Faculty professional deve	due to  alfund:	COVID decrea  s are needed in  t funding is	the receiving acco	r, and are available to be transferred: r budgeted funds, leaving them available for  bunt: three budget lines: In-State Travel, Out-of-State lication and dues to fulfill faculty requests.
Required Signatures Requestor	Kinde	igned by: Mattengs	2/	25/2021
Cost Center Manager	Pamel		2/	25/2021
Associate Dean (if Applicable)				
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Associate Vice President		Jensen Bebrozade Bred by:	2.	/25/2021
Area Vice President	1	Campos 1F8841495		**
Grant Accountant: Asst. Director of Finance		-	E APPROVALS	
Exec. Director of Finance:				Entered by: B5443 DS 2/210/21
Exec. Dir. of Bus. Operations:		CR	~	Entered by: 00770 DO 2/26/21
VP of Business Services:	R	In 2/26/	26	

Jocusign Envelope ID: 17051595-801E-	4589-B3A3	1-2FB42BC93F	00		
	Budg	et Transf	er Form		
	\$200.0	10			
Dollar Amount					
·				Object Code Description	
From what Budget Account	01	80900530	550300005	Travel - Out Of State	
Trom what badget /1000 and	01	80900530	540600005	Publication & Dues	
To what Budget Account			7	- Tubi i ederoni di bues	
Is this a Grant?	*If you	are submittir	ng a grant transf	er, the following statement must ap	pear in the Rationale:
Yes ( ) No ( x )				the (name of grant) guidelines"	
Grant Accountant?				Include Attachments: Yes (	) No (X )
Grant Accountants				include Attachments. Tes	) NO (^ )
Rationale:					
Explain why the budgeted funds	are no lo	onger require	d for this fiscal y	ear, and are available to be transfe	rred:
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Associate Dean (if Applicable)				-	
Dean (If Applicable)					
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Associate Vice President	Dunell			-	
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Area Vice President	Mary-	Rita Moore	annone na company		
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To what Budget Account	01	80900540	550100005	Meeting Expense
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Yes ( ) No (x)				(name of grant) guidelines"
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Required Signatures Requestor	Susan,	Kolide	2/2	23/2021
Cost Center Manager	DocuSign	ned by: Rolide E08841451	2/2	23/2021
Associate Dean (if Applicable)				
Dean (if Applicable)				
Associate Vice President	Joe Kl	linger	2/2	23/2021
ĺ		87082E490. Sullivan	2/:	24/2021
Area Vice President		SIEC74A1	***************************************	
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Grant Accountant:				
Asst, Director of Finance				
Exec. Director of Finance:				Della acal 1
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Exec. Director of Finance:

VP of Business Services: In 2/1/24

Exec. Dir. of Bus. Operations:

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Exec. Director of Finance:

VP of Business Services: fr 3/20/2

Exec. Dir. of Bus. Operations:

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Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

Exec. Dir. of Bus. Operations:

VP of Business Services: \$ 3/25/21

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Exec. Director of Finance:

Exec. Dir. of Bus. Operations:

VP of Business Services: Sel 3/2,1/2,

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## BUSINESS OFFICE APPROVALS

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

VP of Business Services: 8/21/21

Exec. Dir. of Bus. Operations:

Entered by: B5482 DS 3/25/21

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Grant Accountant?				Include Attachments: Yes (	) No (X )
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Required Signatures  Requestor  Cost Center Manager	Joe Kl	nne thomas		/22/2021 /22/2021	
Associate Dean (if Applicable)		·			
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Associate Vice President	(dleu	n Kockafillow	······································	/23/2021	
Area Vice President	Sean ====================================	Sullivan		/23/2021	
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Grant Accountant:	-				
Asst. Director of Finance		Λ.Λ			
Exec. Director of Finance:				R5475 n	< 2/a-1
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VP of Business Services:	lo	hre 3/20	1/21		es.

Exec. Dir. of Bus. Operations:

VP of Business Services: 8- 3/2, 1/2

#### DocuSign Envelope ID: 63E984A6-BBDB-41D7-B334-12AFE52EDF58 Budget Transfer Form \$ 3,000.00 Dollar Amount **Object Code Description** Student Grants and Scholarships 10405013 590200000 06 From what Budget Account 540100240 Student Supplies 06 10405013 To what Budget Account Is this a Grant? \*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" Yes [ X] No [ RC Grant Accountant? Elizabeth Zydron 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: \$3,000 of the "Student Grants & Scholarships" budget line will not be expended before June 30, 2021; this budget line has enough funds to pay students' tuition during this Fiscal Year, 2021. Explain specifically why additional funds are needed in the receiving account: More funds than anticipated are needed in "Student Supplies" to cover the purchases of textbooks and supplies that Westlake scholarship students need for their classes this semester. This transfer has been approved by the funder Per grant accountant, this is an allowable transfer under the guidelines of the Westlake Scholarship grant Required Signatures 3/11/2021 Rosa Maria Hernandez Requestor D57504BEE005409 DocuSigned by: 3/11/2021 Jacqueline Lynch Cost Center Manager F30AVINCD2F64AD Associate Dean (If Applicable) DocuSigned by: 3/18/2021 Jacqueline Lynch Dean (If Applicable) -F30A918CU2F84AU -- DocuSigned by: 3/18/2021 Paul Jensen Associate Vice President -815C0068B1974DE 3/18/2021 Susan Campos Area Vice President FC3A451F6841495 **BUSINESS OFFICE APPROVALS** Grant Accountant: Asst. Director of Finance Entered by: <u>B5489</u> D53/26/21 Exec. Director of Finance: Exec. Dir. of Bus. Operations: VP of Business Services: 02 3/26/20

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To what Budget Account	*16	- 1	*		1 de Bertanda
Is this a Grant? Yes (x) No (	"This i	is an allowable		the following statement must ap e (name of grant) guidelines"	pear in the Rationale:
Grant Accountant?	David	Rodriguez		Include Attachments: Yes (	) No (X )
The Vice President of Acade education during the pander training of Blackboard and PR Award number P425L200304  Explain specifically why addition	emic Afinic. The online of the	fairs is char he costs asso Pedagogy. I  s are needed in currently t	rged with support ociated with the This transfer is In the receiving acco	r, and are available to be transfer ting faculty in the transiti transition requires faculty allowable through the MSI Co punt: The graph of the service of	ion to online v to engage in Cares Act guidelines
Required Signatures Requestor	Casan	gned by:  Ara Ramirus  SEPTOPHE		19/2021 19/2021	
Cost Center Manager		Campos IFBOSTADO.		19/2021	
Associate Dean (if Applicable)					
Dean (lf Applicable)	DocuSip	aned by:		22/2021	
Associate Vice President	Paul.	Jensen		22/2021	
Area Vice President	/	ned by: oslow martin 1848AE4FC	2/	/23/2021	
Grant Accountant: Asst. Director of Finance Exec. Director of Finance:		NESS PERIC	e approvals 2 6 <b>2021</b>	201100	
Exec. Dir. of Bus. Operations:	-	CR.	,	Entered by: B5449DS	3/3/21
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ls this a Grant?  Yes ( x) No ( )				, the following statement must appear in the Rationale: e (name of grant) guidelines"
Grant Accountant?	David	Rodriguez		Include Attachments: Yes ( ) No (X )
Rationale:				
The Director of Grants Com Contractual MSI CARES. Curre	pliance ently the	is requestinere is not end	ig to transfer : ough funding avai	ar, and are avallable to be transferred: 640,655 from Loss of Revenue MSI CARES to Other lable in the Other Contractual line to pay a RES Act guidelines PR Award number P425L2003.
Explain specifically why additio	nal fund	ls are needed i	n the receiving ac	count:
This transfer is needed t	o accon	nmodate Black	board expenses	associated with the Coronavirus pandemic.
ν.				
Required Signatures				
Requestor	Reque	L Columo	3,	/12/2021
Cost Center Manager	1	n Rockafellow	3,	12/2021
Associate Dean (if Applicable)	,	*************		
Dean (if Applicable)	-			
Associate Vice President	4 1	ul Gamily	3,	/12/2021
		C. III	3	/12/2021
Area Vice President		Sullivan	all a manage of many manufacturing and an appropriate	
	BUSI	0	MAD 1 7 202	
Grant Accountant	7	2.6	MAR 1 7 2021	
Aust. Director of Finance		050		I
Exec. Oirector of Finance.	:	W	2	7-11/6
Exec. Dir. of Bus. Operations:		A		Entered by: B5469 DS 3/22/21
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VP of Business Services	8	no 3/2	2/21	

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From what Budget Account			-
To what Budget Account	06 30205012	540900505 ———	Other Materials and Supplies
rc Yes (x) No ()			ne following statement must appear in the Rationale: name of grant) guidelines"
Grant Accountant?	Susan Zefeldt		Include Attachments: Yes ( ) No (X)
Rationale:			
These funds are no longer i	required in this line r out of state travel	item for this f	and are available to be transferred: iscal year due to the COVID-19 pandemic and the tudents. This is an allowable budget transfer
Explain specifically why addition	nal funds are needed in t	he receiving accour	nt:
These funds will be utiliz	ed to obtain programm	natic items for t	the Triumph Program and the Expansion sites
which includes the newly a	dded expansion site a	it Kennedy-King C	college.
	-Alliano-sa-tomanalmon-sus-		
Required Signatures	Docusigned by:	2 /2 /	2024
Requestor	Julia Willis	3/3/	2021
	Docusigned by:  Mia Willis	3/3/	2021
Cost Center Manager	ACBAUTOODO354CO		
Associate Dean (if Applicable)	-		
	Derise Jones	3/3/	/2021
Dean (If Applicable)	DocuSigned by:	3/3/	/2021
Associate Vice President	Derrell Carter	-, -,	
	Good Koslow-Martin	3/3/	/2021
Area Vice President	70039С5А5А2Н9С		
	BUSINESS OFFICE	APPROVALS	
Grant Accountant:			
	81)		
Asst, Director of Finance			
Exec. Director of Finance:	///		tered by: <u>B5455</u> D53 8 21
Exec. Dir. of Bus. Operations:	CL	En	tered by: 5700 000 18 121
VP of Business Services:	Am 3/8/21		

	<b>Budget Transfer Form</b>	
D-II 4	\$ 700.00	
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To what Budget Account	06 30805001 540100210	Instructional Supplies
Is this a Grant?  Yes ( X) No (	*If you are submitting a grant transfer "This is an allowable transfer under the	t, the following statement must appear in the Rationale: se (name of grant) guidelines"
Grant Accountar	susan Zefeldt	Include Attachments: Yes [ ] No [X]

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

Funds are needed in Instructional Supplies budget line to buy textbooks and testing materials for the Adult Volunteer Literacy Program. Per grant accountant, this is an approved transfer under the Adult Volunteer Literacy Grant. Adult Volunteer Literacy grant

Required Signatures	DocuSigned by:	2 (25 (5024
Requestor	Rosa Maria Hernandez	2/25/2021
Cost Center Manager	Jacqueline Lynch F:004518CD2F86AD	2/26/2021
Associate Dean (if Applicable)	— DocuSigned by:	 2/26/2021
Dean (If Applicable)	Jacqueline Lynch	
Associate Vice President	Paul Junsen	2/26/2021
Area Vice President	Docustioned by:  Susan Campos	2/26/2021
Area Vice President	FC20151F8017495	

**BUSINESS OFFICE APPROVALS** 

Grant Accountant:

Asst. Director of Finance

Exec. Director of Finance:

Exec. Dir. of Bus. Operations:

VP of Business Services;

Entered by: <u>B5451</u> DS 3/3/21

#### **Budget Transfer Form** \$ 840.00 Dollar Amount **Object Code Description** 30805001 550200005 Travel In-State 06 From what Budget Account 540100210 Instructional Supplies 06 30805001 To what Budget Account Is this a Grant? \*If you are submitting a grant transfer, the following statement must appear in the Rationale: Yes [ X] No [ "This is an allowable transfer under the (name of grant) guidelines" RC Susan Zefeldt **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:

Additional travel (in-State) funds will not be needed during this Fiscal Year. Conferences are bring held virtually and local travel has been postponed due to pandemic.

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

Funds are needed in Instructional Supplies budget line to buy books and testing materials for the Adult Volunteer Literacy Program.

Per grant accountant, this is an approved transfer under the Adult Volunteer Literacy Grant.

This is an allowable transfer under the guidelines of the Adult Volunteer Literacy Grant.

Required Signatures		
Requestor	Rosa Maria Hernandez	2/25/2021
Cost Center Manager	Dorbodoje Eleosadu. Doesiligina by: Jacqueline Lynch FORMIECDORGADU.	2/26/2021 
Associate Dean (if Applicable)	DocuSigned by:	 2/26/2021
Dean (If Applicable)	Jacqueline Lynch	2/20/2021
Associate Vice President	Paul Jensen	2/26/2021
Area Vice President	SISSOMERIOANE Document of the control of the contro	2/26/2021

**BUSINESS OFFICE APPROVALS** 

Grant Accountant:

By 3.7. 2021

Asst. Director of Finance

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Exec. Director of Finance:

AD.

Entered by: 85450053/3/21

Exec. Dir. of Bus. Operations:

VP of Business Services: 12-3/2/21

# TRITON COLLEGE, District 504 Board of Trustees

Meeting of April 20, 2021

ACTION EXHIBIT NO. 16565

SUBJECT: 2021-2026 INTERGOVERNMENTAL AGREEMENT EXTENSION
WITH DES PLAINES VALLEY REGION
EDUCATION FOR EMPLOYMENT REGIONAL DELIVERY SYSTEM

**RECOMMENDATION:** That the Board of Trustees approve an Extension of the Intergovernmental Agreement Extension with Des Plaines Valley Region Education for Employment Regional Delivery System (DVR). The term of this Extension commences on July 1, 2021 and continues through June 30, 2022, with annual renewals concluding on June 30, 2026, subject to written notice of termination. The Agreement provides office space to DVR at the annual rate of \$11,961 (facility usage). DVR will pay \$1,945 in Operational costs in the first year. Five percent (5%) annual increase in facility usage value and Operational costs will be automatically added July 1st at the beginning of each renewal period. The \$11,961 (plus annual increases) for facility usage, shall be waived and shall serve as Triton College's contribution to DVR membership. There is no other special cost to Triton College for this Agreement. **RATIONALE:** DVR is a consortium of school districts, "building the future for elementary, high school and community college students" through partnerships with business, industry and the community. This Agreement allows DVR to service six local high school districts with a total of nine high schools serving 15,000 high school students. Sean Sullivan **Submitted to Board by:** Sean O'Brien Sullivan, Vice President of Business Services **Board Officers' Signatures Required:** Mark R. Stephens **Elizabeth Potter** Date

32/126

Secretary

No  $\square$ 

Chairman

Related forms requiring Board signature: Yes ⊠

#### 2021 - 2026 EXTENSION OF THE INTERGOVERNMENTAL AGREEMENT

#### between Triton College and

Des Plaines Valley Region Education for Employment Regional Delivery System (DVR)

This Agreement, made by and between Community College District 504, commonly known as Triton College (hereinafter "the College") and Des Plaines Valley Region Education for Employment Regional Delivery System (hereinafter "DVR").

WHEREAS, it is the desire of DVR to have a centralized office space to accommodate DVR member schools.

WHEREAS, the College is able to make limited office space facilities available to DVR for this purpose.

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

#### I. GENERAL REQUIREMENTS

- A. This Agreement is for the sole and limited purpose of providing office facilities, as defined herein, on the College's main campus.
- B. Nothing herein shall be deemed to create any association or joint venture between the College and DVR.
- C. Nothing herein shall be deemed to create an employee-employer relationship between the College and any DVR employees, and DVR employees are not to be considered 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.
- D. 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 or an unfavorable discharge from military service; or any other Illinois or federally protected status.
- E. Each party shall maintain in force for the duration of this Agreement comprehensive liability insurance providing coverage against all claims, demands, loss of judgment arising out of any act or omission of the agents, employees, and students of the Parties. This policy must provide coverage against the aforementioned risks in the amount of not less that two million dollars (\$2,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate. A Certificate of Insurance shall be issued by each party to this

Page **1** of **5** 

- Agreement, as additional insured. This Certificate shall be updated and produced annually, covering the dates July 1<sup>st</sup> through June 30th inclusive.
- F. DVR agrees to hold harmless and indemnify the College District 504, its trustees, officers, administrators and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the College, including reasonable attorney's fees and expenses, arising out of the acts or omissions of DVR, its officers, agents, members, faculty or employees, under this Agreement.

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

#### II. DVR RESPONSIBILITIES

#### DVR shall:

- A. Abide by all College policies and procedures incorporated by reference herein, during the term of the Agreement; and
- B. Maintain total responsibility for all DVR services and accommodations at no cost or expense to the College; and
- C. Certify that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105; and
- D. If DVR has more than 25 employees, DVR certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act 30 ILCS 580/1 et. seq.; and
- E. Compensate the College monthly as specified herein for utilities and services associated with usage of College property; and
- F. Acknowledge that the value of the "Facility Usage Waiver" shall serve as the College's contribution to DVR as its "member contribution" and in no event shall DVR assess any additional or other fees, charges or member contribution against the College, arising from or in any way related to the association, membership and facilities usage created by the Agreement.
- G. DVR shall be responsible for providing all necessary office furniture, equipment and supplies (excluding telephone).

#### III. COLLEGE RESPONSIBILITIES

The College shall:

- A. Provide office space limited to Rooms M100, M103 and M105 to be used by DVR employees, guests, and DVR instructors between 8 a.m. until 5 p.m., Monday through Friday (except when the College is closed), and provide phone service (3 phones) (\$30.00), internet access (3 computers and 1 printer) (\$60.00) and custodial services (\$30.00) for each month for a total of \$1440.00 annually payable by DVR to the College in semi-annual payments due June 1st and December 1st of each year.
- B. If the contract is extended as set forth in Article V. below, the amount may be increased based on actual cost and usage.

#### IV. JOINT RESPONSIBILITIES

Both Parties to the Agreement shall:

- A. Have the right to request conferences to be scheduled at regular intervals for the purpose of planning, discussing, and enhancing the Partnership between parties.
- B. Protect the privacy of all personal information in a manner consistent with applicable federal and state laws and regulations.

#### V. ADDITIONAL TERMS

It is further agreed by the Parties that:

- A. This Agreement shall commence upon the execution of the Agreement by the duly authorized officers of the parties hereto and shall be for a term of up to one year each, with the fifth term beginning July 1, 2021 and ending June 30, 2026.
- B. The facility space utilized by DVR is valued at \$11,961 as of July 1, 2021, and this amount shall be increased by approximately 5% annually as specified below in Paragraph C. The waiver to DVR by Triton College of this facility space fee shall be known as the "Facility Usage Waiver."
- C. This Agreement will automatically renew for additional one (1) year terms ending on June 30<sup>th</sup> of each year of the Agreement, unless terminated under the notice provisions of the Agreement as provided herein. A 5% annual increase in direct costs and facility usage value will be automatically added at the first day of each renewal period.

•	Section V, Paragraph B	Section III, Paragraph A
7/1/21 - Year 8	\$11,961	\$1,945
7/1/22 - Year 9	\$12,559	\$2,042

7/1/23 - Year 10	\$13,187	\$2,144
7/1/24 - Year 11	\$13,846	\$2,251
7/1/25 - Year 12	\$14,538	\$2,364

- D. Either party may terminate this Agreement at any time upon providing written notice to the other party as indicated herein, at least sixty (60) days in advance of the proposed termination date.
- E. In the event that DVR insurance coverage lapses or fails to conform to the requirements as stated herein, and such nonconformity continues for thirty (30) days, this Agreement shall automatically terminate immediately.
- F. The terms and conditions of this Agreement may be amended or deleted and new provisions may be added from time to time upon written agreement of the Parties.
- G. This writing shall constitute the sole Agreement between the Parties.
- H. 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.
- I. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois regardless of any conflict of laws provision. All disputes arising out of the Agreement, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois.
- J. 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:

Ms. Mary-Rita Moore
President
Triton College
2000 Fifth Avenue, Room A301
River Grove, IL 60171

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

If to the DVR:

President
Des Plaines Valley Region
c/o Triton College
2000 Fifth Avenue, Room M100
River Grove, IL 60171

Page **4** of **5** 

	Co Co 2	Executive Director Des Plaines Valley Fonds / O Triton College 1000 Fifth Avenue, I River Grove, IL 601	Room M100
FOR DVR:			
	President, DVR Date:		Executive Director, DVR Date:
FOR COLLEGE:			
	Mark R. Stephens Board Chairman Date:		

## TRITON COLLEGE, District 504 Board of Trustees

Meeting of April 20, 2021

ACTION EXHIBIT NO. 16566

SUBJECT: COPYRIGHT CLEARANCE CENTER AGREEMENT

RECOMMENDATION: That the Board of Trustees approve the agreement with Copyright Clearance Center (CCC) for an annual subscription to the Academic Annual Copyright License beginning on May 1, 2021 through June 30, 2022. The total cost of this agreement will not exceed \$11,890.68 and is entirely funded by the Governors Emergency Education Relief Fund (GEER grant).

RATIONALE: As part of our efforts to provide access to high-quality, no-cost learning materials to students, CCC's academic annual copyright license will provide comprehensive coverage for use of copyrighted materials. CCC's annual license will allow faculty and staff at Triton College to freely share print and electronic material from copyrighted textbooks, books, journals, and news sources with students legally. This is a collective license that cannot be modified for individual institutions. The Library recognizes the benefit of the annual copyright license and recommends the agreement as a business decision.

Submitted to Board by:  Dr. Jodi Koslow Martin, VP of Enrollment Mgt & Student Affairs						
Board Officers' Signatur	res Required:					
Mark R. Stepho Chairman	ens	Elizabeth Potter Secretary	Date			

No  $\square$ 

Related forms requiring Board signature: Yes



## ANNUAL COPYRIGHT LICENSE AGREEMENT FOR ACADEMIC INSTITUTIONS

This ANNUAL COPYRIGHT LICENSE AGREEMENT FOR ACADEMIC INSTITUTIONS is effective as of May 1, 2021 and is made between Copyright Clearance Center, Inc., a New York not-for-profit corporation ("CCC"), and Community College District 504, commonly known as Triton College, an Illinois community college ("Academic Institution").

Capitalized terms not defined elsewhere in this Agreement are defined in Section H.

## A. GRANT OF LICENSE.

- CCC, as agent for the Rightsholders, grants to Academic Institution the non-exclusive right to make the following uses of articles and other portions (and only portions) of Works by Employees, Contractors and Students:
  - (a) to store Authorized Reproductions within Academic Institution's electronic network solely for the purposes set forth in this Agreement;
  - (b) to distribute, by means of an electronic network under the control of the Academic Institution and reserved for internal use (for example, by posting on an Academic Institution intranet or course management or e-reserve system or by sending by internal e-mail), Authorized Reproductions to any Employee, Contractor or Student with authorized access to such network, for reading and electronic "marking up" by such person and for other uses within the scope of this Agreement;
  - (c) to distribute, by means of e-mail, postal mail or other person-to-identified-person communication, Authorized Reproductions of portions of Works to Outside Persons with whom the individual Employee, Contractor or Student making the distribution is currently working on research recognized by the Academic Institution (it being understood that any such distribution conveys no right to any such Outside Person to make any use of the Authorized Reproduction beyond reading it), provided that such distribution (i) is without charge (including without a cost recovery charge), (ii) does not involve the systematic distribution of copies to any such Outside Person, and (iii) does not involve the bulk distribution of copies to any such Outside Person;
  - (d) to print out physical copies of digital Authorized Reproductions on paper or paper equivalents (for example, film or acetate);
  - (e) to photocopy portions of Works;
  - (f) to distribute such printed-out or photocopied Authorized Reproductions to Employees, Contractors and Students (or under the conditions identified in Section A.1(c) above);
  - (g) to combine paper or electronic Authorized Reproductions into coursepacks, e-coursepacks or their equivalent, for distribution to Students of Academic Institution (with electronic distributions including appropriate access controls, such as passwords), even if such "packs" might otherwise be deemed to be derivative works [see also Section A.2 below]; and

- (h) to transmit paper or electronic Authorized Reproductions, each of them a faithful representation of the applicable Work portion, to an agency of the United States government or of the government of a state (or political subdivision thereof) or of the government of another country (or political subdivision thereof), or to a nationally recognized accrediting agency (responsible for accreditation or professional licensing of Academic Institution or of an Employee, Contractor or Student of Academic Institution), if required by such government or agency for regulatory (such as for patent applications), accreditation or licensing purposes, provided that such electronic copy or photocopy carries the copyright notice attached to the Work and is marked to the effect of "This Copy of Copyrighted Material Was Made and Delivered to the Agency Under License from Copyright Clearance Center, Inc. No Further Reproduction is Permitted".
- Subject to the limitations set forth in Section A.3 below, CCC, as agent for the Rightsholder, grants to Academic Institution the non-exclusive right to make Authorized Reproductions and/or combine articles and other portions of Works in the form of paper coursepacks or electronic course content (including electronic coursepacks or e-reserves) through arrangement with third-party entities (for whose activities hereunder Academic Institution accepts responsibility) on the following conditions: each such third-party entity
  - (i) shall be identified to CCC in advance of the applicable academic term by Academic Institution.
  - (ii) shall enter into such agreement with Academic Institution as Academic Institution shall require, which agreement shall, in addition to any other requirements imposed by Academic Institution, include obligations to produce and deliver such usage data as may be required to fulfill Academic Institution's obligation to provide usage data to CCC relating to such use, and
  - (iii) shall produce paper coursepacks or electronic course content solely at the request of, and for distribution to, Employees, Contractors and/or Students and, in connection therewith, each item covered by this Agreement shall be marked to the effect of "the fee for this item does not include any copyright fee because any copyright fee has been prepaid by [Academic Institution] on the recipient's behalf."
- 3. The authorizations provided by Section A.1 and Section A.2 above:
  - (a) do not include any right to manipulate or change an individual Work portion in any way,
  - (b) do not include any right to create a library, collection or database (i) intended to substantially replace Academic Institution's need for a particular Work, or (ii) intended other than for the use of the individual person reproducing the materials or for use in an individual Academic Institution course,
  - (c) do not include any right to reproduce or otherwise use within the scope of this Agreement all or substantially all of a Work (except as provided in Section H.10),
  - (d) except as provided in Section A.1(c) and Section A.1(h), do not include any right for Academic Institution to distribute an electronic copy or photocopy of a Work portion to any person other than an Employee, Contractor or Student for his or her own use within the context of Academic Institution, and
  - (e) except as provided in Section A.2, do not authorize any Outside Person to create or deliver an Authorized Reproduction to Academic Institution or any Employee, Student or Contractor.

 The rights granted to Academic Institution hereunder are expressly limited to those described above.

## B. WAIVER.

Each Rightsholder hereby automatically waives any and all unasserted prior claims for copyright infringement falling within the scope of the rights granted by Section A of this Agreement upon Academic Institution's (i) adherence to the terms and conditions of this Agreement during the first Term after the beginning of participation in this Agreement of such Rightsholder's Works and (ii) payment of the License Fee for the first Renewal Term thereafter.

## C. TERM AND TERMINATION.

- This Agreement shall be in effect during the Initial Term and shall continue thereafter for successive Renewal Terms, unless terminated earlier as provided below; <u>provided</u>, <u>however</u>, that it shall be a condition to the commencement of any Renewal Term that Academic Institution shall have paid to CCC the amount determined by CCC to be the License Fee due for such Renewal Term no later than the first day of such Renewal Term.
- 2. Academic Institution may terminate this Agreement at any time upon written notice to CCC, effective as of the end of the existing Term.
- 3. CCC may terminate this Agreement at any time upon written notice to Academic Institution in the event that Academic Institution breaches its obligations under this Agreement and such breach is not cured within thirty (30) days after Academic Institution is notified in writing of the nature of the breach, but no such termination shall entitle Academic Institution to a refund of any License Fees previously paid.
- 4. CCC may terminate this Agreement without cause, effective as of the end of a Term upon no less than one (1) year's prior written notice to Academic Institution.

## D. LICENSE FEES.

- 1. Upon execution of this Agreement, Academic Institution shall pay to CCC a License Fee for the Initial Term equal to \$11,890.68, which License Fee constitutes a royalty of \$10,192.68 for Academic Institution's access to, and use of, the Works, plus a General and Administrative charge of \$1,698.00. Academic Institution represents and warrants that the total number of Students (as defined in Section H) on which the License Fee is based is 5.513.
- 2. CCC shall notify Academic Institution of the amount of the License Fee for a Renewal Term at least sixty (60) days prior to the beginning of such Renewal Term, provided that CCC has received from Academic Institution, at least fifteen (15) days prior thereto, the Academic Institution-specific information required to complete such calculations. The License Fee for each Renewal Term shall be due and payable no later than the first day of such Renewal Term.
- Because they are based on access to the CCC repertory for its Annual Copyright License for Academic Institutions, the License Fees set forth herein are net of all factors that might otherwise be considered deductions therefrom, including fair use and the use of Academic Institution's own Works that may be included in such repertory.
- Academic Institution shall notify CCC promptly of any change in numbers of Employees, Contractors or Students that might reasonably be expected significantly to affect Academic Institution's copying activities.

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## E. USAGE DATA AND CONFIDENTIALITY.

- 1. Academic Institution agrees to cooperate with CCC in conducting surveys of Academic Institution's usage activities within the scope of this Agreement, depending upon the reasonable data needs of CCC as described below. Generally, CCC will accept as data representing Academic Institution's usage activities: detailed tables of coursepack contents, actual copies of coursepacks or other similar records of use, together with enrollment numbers of the applicable courses, representing a statistically valid sampling (as reasonably determined by CCC) of the coursepacks produced by or for Academic Institution during a survey period, such coursepacks to be drawn from a range of academic disciplines reasonably representing most disciplines taught at Academic Institution; or, a spreadsheet, submitted in hard copy or by electronic mail containing course name, course number, department number, and course enrollment number for all courses offered for the requested semester. Timely completion of such surveys is a material term of this Agreement. Survey frequency shall be determined by CCC in its reasonable discretion but shall be no more often than one "major period" (for example, one semester or two quarters) in each academic year. Notwithstanding the foregoing, the parties agree that a particular survey may have to be redone if CCC determines that the survey conducted did not comply with CCC's standard procedures then in effect.
- Each of the Rightsholders whose Works are licensed hereunder has agreed with CCC to rely upon the results of surveys for computing the distribution among them of the License Fees collected from Academic Institution and other academic institutions. Academic Institution represents to CCC and to such Rightsholders that it shall conduct any surveys in compliance with CCC's then-standard procedures. Academic Institution also agrees to permit CCC, subject to reasonable confidentiality agreements if requested by Academic Institution, to participate on its premises during survey periods to the extent CCC feels it necessary to verify the accuracy of Academic Institution's surveys.
- 3. CCC shall keep confidential and shall not disclose to Rightsholders or to anyone else, except pursuant to court process or order, any of the information Academic Institution supplies to it concerning specific Academic Institution reproduction transactions or electronic uses. Further, the specific dollar figures contained in Section D of this Agreement shall also be treated by both parties as confidential. Notwithstanding the foregoing, CCC may provide to Rightsholders the identities of academic institutions licensed under CCC's Annual Copyright License for Academic Institutions, as well as aggregated information that does not specifically identify the extent of any individual Academic Institution's use of any individual Work, and CCC may retain information relating to Academic Institution's copying and other uses as part of the databases of survey results required to administer both the collection and distribution of royalties under the Annual Copyright License for Academic Institutions. In the event of court process or order requiring production of information, CCC shall provide timely notification to Academic Institution but shall not be required to actively oppose providing the information sought.

## F. REPRESENTATIONS AND WARRANTIES OF CCC AND RIGHTSHOLDERS.

- CCC represents and warrants that it is authorized to act as agent of the Rightsholders in granting this license on the terms set forth herein.
- 2. CCC represents and warrants that Rightsholders have warranted to CCC that they are authorized to license the rights to the Works which are granted to Academic Institution hereunder.
- Except as provided in Sections B and F, Rightsholders and CCC make no representations or warranties hereunder.

## G. MISCELLANEOUS.

- This Agreement shall be governed by and construed under the laws of the State of New York, without regard to the principles thereof of conflicts of law. Any case, controversy, suit, action or proceeding arising out of, in connection with, or related to this Agreement shall be brought in any federal or state court located in the County of New York, State of New York. Academic Institution and CCC expressly submit to the personal jurisdiction and venue of any federal or state court located in the County of New York, State of New York.
- 2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified except in a writing signed by both parties.
- 3. Neither party to this Agreement shall have the right to assign or sublicense any of its rights or obligations hereunder without the prior written consent of the other party, and any unauthorized assignment or sublicense shall be void and of no force or effect.
- 4. CCC may from time to time make tools available for use in connection with the Agreement. If User chooses to avail itself of such tools, User agrees to the applicable terms of use, current versions of which will be made available here: http://www.copyright.com/rightfindterms and http://www.copyright.com.
- **H. DEFINITIONS** -- The following words shall have the following meanings when used in this Agreement:
- 1. <u>Academic Institution</u> shall mean the entity named at the top of this Agreement, including its constituent schools, faculties, institutes and the like to the extent that they are part of the educational or research functions of Academic Institution (but not to the extent that the primary function of such constituent entity is to generate revenues by selling goods or services to any Outside Person).
- 2. <u>Authorized Reproduction</u> shall mean, as the context requires, either (a) a copy of a digital form of a Work portion either (1) selected from Works received from a Rightsholder (or an authorized representative of a Rightsholder) already in digital form or (2), where portions of Works are not readily available in digital form in accordance with clause (a)(1), converted to digital form (in PDF format or other image-capture format that produces a faithful and accurate representation of such Work portion) from a lawfully obtained paper copy of the Work or Work portion, or (b) a photocopy of a lawfully obtained portion of a Work.
- 3. <u>Contractor</u> shall mean a natural person other than an Employee or Student whom Academic Institution can effectively control and compel to comply with the terms of this Agreement. (Examples of Contractors are adjunct faculty, outsourced-service workers, and "temporary employees" who are not in fact employees of Academic Institution but are supplied by a "temp agency".)
- 4. <u>Employee</u> shall mean a natural person (i) employed by Academic Institution as a full- or part-time member of its teaching, research or administrative staff, or (ii) serving as a trustee or member of any other governing board of Academic Institution while performing his/her responsibilities for Academic Institution, but shall not include employees of affiliated institutions which are not primarily part of the educational function of the Academic Institution.
- 5. <u>Initial Term</u> shall mean the period beginning on the date set forth at the top of this Agreement and ending on June 30, 2022.
- 6. Outside Person shall mean, in connection with the scope and limitations of the rights granted in this Agreement, any person other than Academic Institution itself or an Employee, Student or Contractor of Academic Institution.

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- 7. <u>Renewal Term</u> shall mean each successive one-year period of this Agreement beginning on July 1, 2022.
- 8. Rightsholder shall mean an entity or individual who has granted CCC authority to license any of the rights described in Section A.1 of this Agreement.
- 9. <u>Student</u> shall mean a natural person enrolled in any academic program of an Academic Institution to the extent that he or she is acting as a student (and not, for example, as an employee of any commercial enterprise).
- 10. Work shall mean any publication listed in CCC's repertory for its Annual Copyright License for Academic Institutions. Such repertory shall be available in electronic form through workflow tools which CCC may provide to User from time to time. Each Work in such repertory has been placed there with the authorization of one or more Rightsholders. The included rights to any Work listed on the first day of a Term of this Agreement, together with the included rights to any Work added during such Term, shall be licensed hereunder from the day such rights are first listed until the end of such Term (even if such rights are removed during such Term). Photographs, illustrations, graphs and similar materials which are identified as included in a Work by permission may not be used under Section A except in the context of the Work. For purposes of this Agreement, the prohibition under Section A.3(c) against reproducing or otherwise using all or substantially all of a Work shall not extend to any Work that is a portion of a larger work (meaning that, for example, a chapter in a book containing many chapters, or an article in a journal issue containing many articles, may be reproduced in its entirety hereunder provided that all other provisions of this Agreement apply). Finally, whenever CCC identifies a Work in the repertory as carrying special license terms, any such special license terms (which shall be available to Academic Institution as part of the repertory listing) shall supersede any general term imposed by CCC and addressing the same issue.

Triton College 2000 5 <sup>th</sup> Avenue River Grove, Illinois 60171-1907	Copyright Clearance Center, Inc. 222 Rosewood Drive Danvers, Massachusetts 01923			
By:Authorized Signature	By:Officer's Signature			
Mark R. Stephens				
Printed Name	Printed Name			
Board Chairman				
Title	Title			
Dated:	Dated:			
C53258/C53324/7000926484				

AACL201801

## TRITON COLLEGE, District 504 Board of Trustees

Meeting of April 20, 2021

ACTION EXHIBIT NO. 16567

SUBJECT: AGREEMENT WITH CUMULUS MEDIA (DIGITAL ADVERTISING)

**RECOMMENDATION:** That the Board of Trustees approve the purchase of digital ads to be posted by Cumulus Media throughout the July 1, 2021 to June 30, 2022 enrollment cycles. These digital ads will run throughout Fiscal Year 2022 on multiple online and social media advertising

venues at a cost not to exceed \$60,000.

RATIONALE: Today's students reside in an online world of mobile phones, tablets and computers.

In order to reach these students effectively, our marketing efforts must include digital advertisements. If Triton College is to compete in this evolving market, we must allocate the necessary resources to do so. These online and social media advertisements will create awareness for

the college over the course of FY 2022 in a very targeted and strategic manner.

Submitted to Board by:	Sean Sullivan		
<u>v</u>	Vice President Sean Sullivan		
Board Officers' Signatures Required:			
Mark R. Stephens	Elizabeth Potter	Date	
Chairman	Secretary		

Related forms requiring signature: Yes No X







2021-2022 ACADEMIC YEAR **3-FLIGHT PROPOSAL** 

## **Targeted Digital**Marketing Strategies

Presented by

**Brandon Kane**, Senior Account Executive **Erik White**, Vice President of Digital Sales









## **▶ 3-Flight Plan** | Digital Campaign Summary





## Triton College / 3-Flight Plan Overview

- Comprehensive cross-platform, cross-device campaign that is designed to "follow" each pre-qualified target across all of their personal devices with multi-channel messaging.
- **Build high-resonance, per-person frequency** with a delivery designed to serve ads to each known device that belongs to identified individuals within our targeted population.
- Bring unparalleled audience accuracy and cost efficiency by only firing an ad impression when we know it's in front of someone we've pre-selected to see it – no fraud or waste.

Each of the 22,153 identified individuals will be followed by an average of 22x ad impressions per month served to the audience's 74,892 known devices that they're using for an average cost of only 44¢ per person per month.

## 3-FLIGHT MARKETING PLAN, BY CHANNEL

\$20,000 Per 2-Month Flight



### **EMAIL DEPLOYMENTS** 20,660 total impressions

Wide-scale email marketing that is directed to pre-qualified recipients for a one-to-one, long-form messaging opportunity.

2x PER INBOX



## DISPLAY BANNERS

345,588 total impressions Desktop & mobile ad units that follow highly-targeted audiences across all of the websites and mobile apps that they're visiting.

**APPROX** PER DEVICE



## SOCIAL PLACEMENTS 168,360 total impressions

Highly-impactful social media ad placements that organically appear in-feed for users that match our targeting parameters.

APPROX PER PROFILE



### NATIVE PLACEMENTS 172,794 total impressions

High-visibility placements consisting of a headline, image, and text that aligns next to organically-relevant article content

APPROX **6**x PER DEVICE PER MONTH



## STREAMING AUDIO

124,984 total impressions Targeted commercial spots that play amidst segments of online

APPROX **4x** PER PLAYER PER MONTH



## VIDEO PRE-ROLL 115,196 total impressions

Targeted commercial spots that play amidst segments of online streaming audio content (music, news, talk, sports, or podcasts).

streaming audio content (music, news, talk, sports, or podcasts).

APPROX PER PLAYER PER MONTH

This plan is an initial recommendation; Once live, the campaign plan's allotments may adjust as we shift audiences, channels, tactics, and delivery based on real-time performance optimizations. Further, this identified audience is just a forecast; Since our audience data is constantly changing, the actual ad-exposed audience could change over time. In addition, our managed service strategy means that we'll make optimizations to the targeting and add to the audience to achieve better KPI performance.

3-Flight Investment: \$60,000 Total

3-Flight Reach: 2,780,000 Impressions

Sean Sullivan, VP of Business Services

Date Signed



## TRITON COLLEGE, District 504 Board of Trustees

Meeting of <u>April 20, 2021</u>
ACTION EXHIBIT NO. 16568

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 2022 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 2022 at a cost not to exceed \$30,000.

RATIONALE: The advertisements will promote Triton College brand awareness and registration throughout Fiscal Year 2022.

Submitted to Board by:	Sean Sullivan (Vice President) Sean Sullivan	
Board Officers' Signature Required:		
Mark R. Stephens Chairman	Elizabeth Potter Secretary	Date

Related forms requiring signature: Yes \_\_\_\_\_ No X

## **2021 TRITON COLLEGE PLAN**

## 



Prepared For: Renee Swanberg Triton College



## **BACKSTAGE CONTENT**

## RIOT FEST 2021



101WKQX has Triton's access to all the exclusive backstage action at Riot Fest! As our Featured Partner, Triton College will be organically integrated into our space, content, and social posts throughout the weekend as we hang out and interview Riot Fest artists.

## **ACTIVATION OPPORTUNITIES:**

- Custom co-branded signage in the 101WKQX backstage interview area, visible during artist interviews
- Custom #hashtag used in interviews posted to social media (min. 4x)













## THE NIGHTS WE STOLE CHRISTMAS

## TIMING: 9/6 - MID-DECEMBER





## **GET TRITON COLLEGE IN FRONT OF THESE PASSIONATE MUSIC FANS!**

As our Featured Partner of the Nights We Stole Christmas, Triton College will have a high traffic activation area to interact with the fans throughout all 4 nights of Stole.

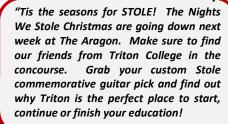




## **AUDIO**

- Triton College messaging included in appx 35x 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 60x :30 commercials on 101WKQX to run M-F 6a-7p for Triton. Dates to run TBD







## **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



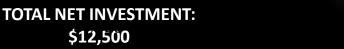


## **ON-SITE @ CONCERT**

- Triton College logo displayed throughout venue signage and on Jumbtron during all 4 concerts
- ✓ Triton commercial to play on video screens in between bands
- Triton College 10x10 activation area. Cobranded guitar picks given away at Triton area
- Triton College thanked as a sponsor on stage by a 101WKQX on-air personality between sets









## TICKET BLITZ THURSDAY SPRING 2022 FOR TBD SHOW



## NUDIO

## **ON-AIR**

- Inclusion in 35x live/rec promotional announcements supporting Ticket Blitz Thursday for TBD concert/event
- 60x:30 brand messages for Triton College to run TBD dates

## **STREAMING**

- Inclusion in 100x live/rec streaming promotional announcements supporting Ticket Blitz Thursday for TBD concert/event
- 100x:30 brand messages for Triton to run TBD dates on 101WKQX.com streaming player and mobile apps

## **DIGITAL**

- Triton College logo on ticket blitz Thursday images 101WKQX.com
- Influence-Based & Activity-Based
   Digital Marketing
  - Station display banners
  - Station social post
  - Station event listing
  - Geo-Targeted Text Blast
  - Acquisition display banners
  - Promotion display banners
  - Retention display banners
  - 4x 24hr homepage takeover

# **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
- Tickets to concert for Triton use

Riot Fest - \$12,500 Nights we Stole Christmas - \$12,500 Summer ticket blitz - \$5,000 FY22 total investment - \$30,000

**▶775,000+** 

TOTAL IMPRESSIONS

\$5,000

**NET INVESTMENT** 

Sean Sullivan, VP of Business Services





## TRITON COLLEGE, District 504 Board of Trustees

Meeting of <u>April 20, 2021</u>
ACTION EXHIBIT NO. 16569

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

**RECOMMENDATION:** That the Board of Trustees approve the purchase of digital ads and television advertisements to be paid to effect - a Comcast Company for Fiscal Year 2022. The advertisements will support Fiscal Year 2022 enrollment and will run variously throughout Fiscal Year 2022. The total cost will not exceed \$85,000 (\$34,000 – digital; \$51,000 – television).

**RATIONALE:** The advertisements will promote Triton College brand awareness and registration throughout Fiscal Year 2022.

Submitted to Board by:	Sean Sullivan (Vice President) Sean Sullivan	
Board Officers' Signatures Required:		
Mark R. Stephens Chairman	Elizabeth Potter Secretary	Date

Related forms requiring signature: Yes \_\_\_\_\_ No  $\underline{X}$ 





Reaching your audience first

## WITH THE BEST OF DIGITAL AND THE POWER OF TV



2021-22 STRATEGY PROPOSAL PRESENTED BY: RICHELLE SCHUENEMANN, 3/25/21

## 2021-22 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: 7/19/21-8/15/21, 12/13/21-1/9/22 and 4/18/22-5/15/22 (12 on air weeks)

•	Cable Network Schedule	\$ 34,968
•	Hispanic Schedule	\$ 1,032
•	Network VIDEO Sports :	
	- '21 CHICAGO WHITE SOX (Xfinity and AT&T)	\$ 7,200
	- '22 CHICAGO BLACKHAWKS (Xfinity Only)	\$ 7,900
	- Opportunistic Sports Flush Fund	\$ 8,461

Campaign Total (TV): \$59,561 - 15% Discount = <u>Your Cost \$50,626.85</u>

Savings of \$8,934.15 with a 15% discount

Authorized Acceptance: \_\_\_\_\_\_ Date: \_\_\_\_\_\_

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

Submitted by: Richelle Schuenemann, 3.25.21



## 2021-22 EFFECTV STRATEGY PROPOSAL SUMMARY - STREAMING



**2021 – 2022 Multi Screen Media Recommendation Covering:** Oak Park Zones: XFINITY & AT&T

## 1,271,907 (INCREASE OF 117,807 IMP'S VS. PRIOR YEAR) 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 **571,302 impressions (vs. LY of 480,000 impressions)** delivered July 1, 2021 June 30, 2022
- 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 **700,605 impressions (vs. LY of 674,100 impressions)** delivered July 1, 2021 June 30, 2022

<u>Campaign Total: \$39,234 – 15% Discount = Your Cost \$33,348.90</u> (Savings of \$5,885.10 with a 15% discount)

Authorized Acceptance:		Date:	
·	Sean Sullivan VP of Business Services		



## EFFECTV KNOWS YOUR BUSINESS

And we're excited to continue working with you.

ACCOUNT EXECUTIVE: Richelle Schuenemann

**DIRECTOR OF SALES:** 

LOCAL SALES MANAGER:

**ADVERTISING STRATEGIST** 

PORTFOLIO STRATEGIST:

**MEASUREMENT & INSIGHTS:** 

**Anthony Arbucias** 

**Bob Bucaro** 

Jennifer Cklamovski

Kanitria Mason

Anna Farnsworth



## TRITON COLLEGE, District 504 Board of Trustees

Meeting of April 20, 2021
ACTION EXHIBIT NO. 16570

SUBJECT: AGREEMENT WITH IHEART MEDIA

Related forms requiring signature: Yes \_\_\_\_\_ No X

RECOMMENDATION: That the Board of Trustees approve the purchase of radio advertisements, Web banners, Web streaming, and additional recruitment opportunities to be paid to iHeart Media, on various stations, KISS FM, WGCI, WCHI AND WLIT, for Fiscal Year 2022 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 variously throughout Fiscal Year 2022 at a cost not to exceed \$75,000.

**RATIONALE:** The advertisements will promote Triton College brand awareness and registration throughout Fiscal Year 2022.

Submitted to Board by:	Sean Sullivan (Vice President) Sean Sullivan			
Board Officers' Signatures Required:				
Mark R. Stephens Chairman	Elizabeth Potter Secretary	- Date		

## **Proposal Summary**



Advertiser: TRITON COLLEGE

Agency: N/A

Name: Triton 2021 WCHI Market Engagement

Dates: 07/26/21 - 06/12/22

AE: Corey Lallo

Est. Gls: 2,302,602 Est. CPM: \$7.07

Gross Cost: \$16,280.00 Net Cost: \$16,280.00

Rates and Inventory valid until 03/30/21

## **Product Summary**

<b>T</b>	Broadcast	Run Dates 07/26/21 - 06/12/22	Est. GIs <b>2,106,600</b>	Est. CPM <b>\$6.19</b>	Gross Cost \$13,040.00	Net Cost \$13,040.00
Г	Digital	Run Dates 07/26/21 - 06/12/22	Est. GIs 196,002	Est. CPM \$16.53	Gross Cost \$3,240.00	Net Cost \$3,240.00

Sean Sullivan, VP of Business Services



Title: Triton 2021 WCHI Market Engagement

Advertiser: TRITON COLLEGE

Agency: N/A Spots: 256

Gross Cost: \$13,040.00 Net Cost: \$13,040.00 Rates and Inventory valid until 03/30/21

Demographic(s): 18+ Persons

## Schedule Summary

	Total Spots	Net Cost	IMPs
SCHEDULE TOTALS/AVERAGES	256	\$13,040.00	2,106,600
CHICAGO-IL	256	\$13.040.00	2.106.600



## CHICAGO-IL - Flight 1 - JUL21-AUG21

Nielsen Survey(s): Jan 2021, Dec 2020, Nov 2020

Counties: N/A

Mo-Fr 6a-12p

Station/Daypart	Spots	Length	Gross Cost
-----------------	-------	--------	------------

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

STATION TOTALS / AVERAGES	96	\$4,890.00		
07/26/21 - 08/08/2	1, 08/	16/21 ·	08/22/21	
3 weeks	32		\$1,630.00	
Mo-Fr 6a-7p	5	30	\$675.00	
Mo-Fr 8a-10p	7	30	\$385.00	
Mo-Su 12a-12p	8	30	\$80.00	
Sa-Su 10a-8p	7	30	\$490.00	

5 5

\$0.00



## CHICAGO-IL - Flight 2 - DEC21-JAN22

Nielsen Survey(s): Jan 2021, Dec 2020, Nov 2020

Counties: N/A

Station/Daypart	Spots	Length	Gross Cost
-----------------	-------	--------	------------

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

STATION TOTALS / AVERAGES	96	96 \$4,890.0					
12/27/21 - 01/16/22							
3 weeks	32		\$1,630.00				
Mo-Fr 6a-7p	5	30	\$675.00				
Mo-Fr 8a-10p	7	30	\$385.00				
Mo-Su 12a-12p	8	30	\$80.00				
Sa-Su 10a-8p	7	30	\$490.00				
Mo-Fr 6a-12p	5	5	\$0.00				



## CHICAGO-IL - Flight 3 - MAY22-JUN22

Nielsen Survey(s): Jan 2021, Dec 2020, Nov 2020

Counties: N/A

Station/Daypart	Spots	Length	Gross Cost
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## WCHI-FM (Rock - Classic Rock 90s core)

STATION TOTALS / 64 \$3,260.00
--------------------------------

## 05/23/22 - 05/29/22, 06/06/22 - 06/12/22

2 weeks	32		\$1,630.00
Mo-Fr 6a-7p	5	30	\$675.00
Mo-Fr 8p-10p	7	30	\$385.00
Mo-Su 12a-12p	8	30	\$80.00
Sa-Su 10a-8p	7	30	\$490.00
Мо-Fr 6а-12р	5	5	\$0.00



## Digital Summary

	Gross Cost	Net Cost
DIGITAL TOTALS	\$3,240	\$3,240
CHICAGO-IL	\$3,240	\$3,240

	Asset	Rev Type	Imp.'s	Cost	СРМ	Agency %
WGCI-FM (Hip Hop/R&B)						
12/27/21 - 01/16/22 (1mo.)  Notes: WCHI ROS Video	Streaming Audio	LOCAL AGENCY TARGETED STREAM	58,667	\$880	\$15	0
07/26/21 - 08/08/21 (1mo.) Notes: WCHI ROS Video	Streaming Audio	LOCAL AGENCY TARGETED STREAM	58,667	\$880	\$15	0
12/27/21 - 01/16/22 (1mo.)  Notes: WCHI ROS Video	ROS Video	LocalAgency-Digi PrerollVideo	6,667	\$200	\$30	0
05/23/22 - 06/12/22 (2mo.) Notes: WCHI ROS Video	Streaming Audio	LOCAL AGENCY TARGETED STREAM	58,667	\$880	\$15	0
05/23/22 - 06/12/22 (2mo.) Notes: WCHI ROS Video	ROS Video	LocalAgency-Digi PrerollVideo	6,667	\$200	\$30	0
07/26/21 - 08/08/21 (1mo.) Notes: WCHI ROS Video	ROS Video	LocalAgency-Digi PrerollVideo	6,667	\$200	\$30	0

## **Proposal Summary**



Advertiser: TRITON COLLEGE

Agency: N/A

Name: Triton 2021 WKSC Market Engagement

Dates: 07/26/21 - 06/12/22

AE: Corey Lallo

Est. Gls: 1,908,401 Est. CPM: \$11.54

Gross Cost: \$22,020.00 Net Cost: \$22,020.00

Rates and Inventory valid until 03/30/21

## **Product Summary**

<b>T</b>	Broadcast	Run Dates 07/26/21 - 06/12/22	Est. Gls 1,756,400	Est. CPM \$10.93	Gross Cost \$19,200.00	Net Cost \$19,200.00
ㅁ	Digital	Run Dates 07/26/21 - 06/12/22	Est. Gls 152,001	Est. CPM \$18.55	Gross Cost \$2,820.00	Net Cost \$2,820.00

Sean Sullivan, VP of Business Services



Title: Triton 2021 WKSC Market Engagement

Advertiser: TRITON COLLEGE

Agency: N/A Spots: 192

Gross Cost: \$19,200.00 Net Cost: \$19,200.00 Rates and Inventory valid until 03/30/21

Demographic(s): 18+ Persons

## Schedule Summary

	Total Spots	Net Cost	IMPs
SCHEDULE TOTALS/AVERAGES	192	\$19,200.00	1,756,400
CHICAGO-IL	192	\$19.200.00	1.756.400



## CHICAGO-IL - Flight 1 - JUL21-AUG21

Nielsen Survey(s): Jan 2021, Dec 2020, Nov 2020

Counties: N/A

Station/Daypart Spots Length Gross Cost
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## WKSC-FM (CHR - Mainstream Hits)

STATION TOTALS / AVERAGES	72	\$7,200.00
AVERAGES		

## 07/26/21 - 08/08/21, 08/16/21 - 08/22/21

3 weeks	24		\$2,400.00
Mo-Fr 6a-7p	4	30	\$1,400.00
Mo-Fr 10a-11a	5	5	\$0.00
Mo-Fr 8p-10p	4	30	\$400.00
Mo-Su 12a-12p	7	30	\$0.00
Sa-Su 10a-8p	4	30	\$600.00



## CHICAGO-IL - Flight 2 - DEC21-JAN22

Nielsen Survey(s): Jan 2021, Dec 2020, Nov 2020

Counties: N/A

Station/Daypart	Spots	Length	Gross Cost
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## WKSC-FM (CHR - Mainstream Hits)

STATION TOTALS / AVERAGES	72		\$7,200.00
12/27/21 - 01/16/	22		
3 weeks	24		\$2,400.00
Mo-Fr 6a-7p	4	30	\$1,400.00
Mo-Fr 10a-11a	5	5	\$0.00
Mo-Fr 8a-10p	4	30	\$400.00
Mo-Su 12a-12p	7	30	\$0.00
Sa-Su 10a-8p	4	30	\$600.00



## CHICAGO-IL - Flight 3 - MAY22-JUN22

Nielsen Survey(s): Jan 2021, Dec 2020, Nov 2020

Counties: N/A

Station/Daypart	Spots	Length	Gross Cost
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## WKSC-FM (CHR - Mainstream Hits)

AVERAGES	48	\$4,800.00
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## 05/23/22 - 05/29/22, 06/06/22 - 06/12/22

2	weeks	24		\$2,400.00
	Mo-Fr 6a-7p	4	30	\$1,400.00
	Mo-Fr 10a-11a	5	5	\$0.00
	Mo-Fr 8p-10p	4	30	\$400.00
	Mo-Su 12a-12p	7	30	\$0.00
	Sa-Su 10a-8p	4	30	\$600.00



## Digital Summary

	Gross Cost	Net Cost
DIGITAL TOTALS	\$2,820	\$2,820
CHICAGO-IL	\$2,820	\$2,820

	Asset	Rev Type	Imp.'s	Cost	СРМ	Agency %
WKSC-FM (CHR - Mainstrea	m Hits)					
05/23/22 - 06/12/22 (2mo.)  Notes: WCHI ROS Video	ROS Video	LocalAgency-Digi PrerollVideo	12,000	\$360	\$30	0
07/26/21 - 08/08/21 (1mo.)  Notes: WCHI ROS Video	ROS Video	LocalAgency-Digi PrerollVideo	12,000	\$360	\$30	0
12/27/21 - 01/16/22 (1mo.)  Notes: WCHI ROS Video	ROS Video	LocalAgency-Digi PrerollVideo	12,000	\$360	\$30	0
07/26/21 - 08/08/21 (1mo.) Notes: WCHI ROS Video	Streaming Audio	LOCAL AGENCY TARGETED STREAM	38,667	\$580	\$15	0
05/23/22 - 06/12/22 (2mo.)  Notes: WCHI ROS Video	Streaming Audio	LOCAL AGENCY TARGETED STREAM	38,667	\$580	\$15	0
12/27/21 - 01/16/22 (1mo.) Notes: WCHI ROS Video	Streaming Audio	LOCAL AGENCY TARGETED STREAM	38,667	\$580	\$15	0

## **Proposal Summary**



Advertiser: TRITON COLLEGE

Agency: N/A

Name: Triton 2021 WGCI Market Engagement

Dates: 07/26/21 - 06/12/22

AE: Corey Lallo

Est. Gls: 1,477,670 Est. CPM: \$14.69

Gross Cost: \$21,700.00 Net Cost: \$21,700.00

Rates and Inventory valid until 03/30/21

## **Product Summary**

<b>T</b>	Broadcast	Run Dates 07/26/21 - 06/12/22	Est. GIs <b>1,326,000</b>	Est. CPM \$14.48	Gross Cost \$19,200.00	Net Cost \$19,200.00
ㅁ	Digital	Run Dates 07/26/21 - 06/12/22	Est. GIs <b>151,670</b>	Est. CPM \$16.48	Gross Cost \$2,500.00	Net Cost \$2,500.00

Sean Sullivan, VP of Business Services



Title: Triton 2021 WGCI Market Engagement

Advertiser: TRITON COLLEGE

Agency: N/A Spots: 208

Gross Cost: \$19,200.00 Net Cost: \$19,200.00 Rates and Inventory valid until 03/30/21

Demographic(s): 18+ Persons

## Schedule Summary

	Total Spots	Net Cost	IMPs
SCHEDULE TOTALS/AVERAGES	208	\$19,200.00	1,326,000
CHICAGO-II	208	\$19 200 00	1 326 000



## CHICAGO-IL - Flight 1 - JUL21-AUG21

Nielsen Survey(s): Jan 2021, Dec 2020, Nov 2020

Counties: N/A

Station/Daypart	Spots	Length	Gross Cost
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### WGCI-FM (Hip Hop/R&B)

STATION TOTALS / AVERAGES	78	\$7,200.00
AVERAGES		

#### 07/26/21 - 08/08/21, 08/16/21 - 08/22/21

3 weeks	26		\$2,400.00
Mo-Fr 6a-7p	4	30	\$1,400.00
Mo-Fr 8a-8:30a	5	5	\$0.00
Mo-Fr 8p-10p	4	30	\$400.00
Mo-Su 12a-12p	9	30	\$0.00
Sa-Su 10a-8p	4	30	\$600.00



## CHICAGO-IL - Flight 2 - DEC21-JAN22

Nielsen Survey(s): Jan 2021, Dec 2020, Nov 2020

Counties: N/A

Station/Daypart	Spots	Length	Gross Cost
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### WGCI-FM (Hip Hop/R&B)

STATION TOTALS / AVERAGES	78	\$7,200.00	

### 12/27/21 - 01/16/22

3	weeks	26		\$2,400.00
	Mo-Fr 6a-7p	4	30	\$1,400.00
	Mo-Fr 8a-8:30a	5	5	\$0.00
	Mo-Fr 8a-10p	4	30	\$400.00
	Mo-Su 12a-12p	9	30	\$0.00
	Sa-Su 10a-8p	4	30	\$600.00



## CHICAGO-IL - Flight 3 - MAY22-JUN22

Nielsen Survey(s): Jan 2021, Dec 2020, Nov 2020

Counties: N/A

Station/Daypart	Spots	Length	Gross Cost
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### WGCI-FM (Hip Hop/R&B)

STATION TOTALS /	52	\$4,800.00
AVERAGES		4 4

#### 05/23/22 - 05/29/22, 06/06/22 - 06/12/22

2 weeks	26		\$2,400.00
Mo-Fr 6a-7p	4	30	\$1,400.00
Mo-Fr 8a-8:30a	5	5	\$0.00
Мо-Fr 8р-10р	4	30	\$400.00
Mo-Su 12a-12p	9	30	\$0.00
Sa-Su 10a-8p	4	30	\$600.00



## Digital Summary

	Gross Cost	Net Cost	
DIGITAL TOTALS	\$2,500	\$2,500	
CHICAGO-IL	\$2,500	\$2,500	

	Asset	Rev Type	Imp.'s	Cost	СРМ	Agency %
WGCI-FM (Hip Hop/R&B)						
12/27/21 - 01/16/22 (1mo.)  Notes: ROS Video	Streaming Audio	LOCAL AGENCY TARGETED STREAM	46,670	\$700	\$15	0
12/27/21 - 01/16/22 (1mo.) Notes: ROS Video	ROS Video	LocalAgency-Digi PrerollVideo	5,000	\$150	\$30	0
07/26/21 - 08/08/21 (1mo.) Notes: ROS Video	Streaming Audio	LOCAL AGENCY TARGETED STREAM	45,000	\$675	\$15	0
05/23/22 - 06/12/22 (2mo.) Notes: ROS Video	Streaming Audio	LOCAL AGENCY TARGETED STREAM	45,000	\$675	\$15	0
07/26/21 - 08/08/21 (1mo.) Notes: ROS Video	ROS Video	LocalAgency-Digi PrerollVideo	5,000	\$150	\$30	0
05/23/22 - 06/12/22 (2mo.)  Notes: ROS Video	ROS Video	LocalAgency-Digi PrerollVideo	5,000	\$150	\$30	0

## **Proposal Summary**



Advertiser: TRITON COLLEGE

Agency: N/A

Name: Triton 2021 WLIT Market Engagement

Dates: 11/29/21 - 12/19/21

AE: Corey Lallo

Est. Gls: 4,562,500 Est. CPM: \$3.29

Gross Cost: \$15,000.00 Net Cost: \$15,000.00

Rates and Inventory valid until 03/30/21

## **Product Summary**

<b>T</b>	Broadcast	Run Dates 11/29/21 - 12/19/21	Est. GIs <b>4,500,000</b>	Est. CPM \$3.08	Gross Cost \$13,875.00	Net Cost \$13,875.00
Г	Digital	Run Dates 11/29/21 - 12/19/21	Est. GIs 62,500	Est. CPM \$18.00	Gross Cost \$1,125.00	Net Cost \$1,125.00

Sean Sullivan, VP of Business Services



Title: Triton 2021 WLIT Market Engagement

Advertiser: TRITON COLLEGE

Agency: N/A Spots: 90

Gross Cost: \$13,875.00 Net Cost: \$13,875.00 Rates and Inventory valid until 03/30/21

Demographic(s): 18+ Persons

## Schedule Summary

	Total Spots	Net Cost	IMPs
SCHEDULE TOTALS/AVERAGES	90	\$13,875.00	4,500,000
CHICAGO-IL	90	\$13.875.00	4.500.000



### CHICAGO-IL

Nielsen Survey(s): Holiday 2020

Counties: N/A

Station/Daypart	Spots	Length	Gross Cost
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### WLIT-FM (AC - Soft)

STATION TOTALS / AVERAGES	90	\$13,875.00

### 11/29/21 - 12/19/21

3 weeks	30		\$4,625.00
Mo-Fr 6a-7p	5	30	\$3,250.00
Mo-Fr 7a-7:30a	5	30	\$0.00
Mo-Fr 8a-10p	5	30	\$375.00
Mo-Su 12a-12p	10	30	\$0.00
Sa-Su 10a-8p	5	30	\$1,000.00



## Digital Summary

	Gross Cost	Net Cost
DIGITAL TOTALS	\$1,125	\$1,125
CHICAGO-IL	\$1,125	\$1,125

	Asset	Rev Type	Imp.'s	Cost	СРМ	Agency %
WLIT-FM (AC - Soft)						
11/29/21 - 12/19/21 (1mo.) Notes: ROS Video	ROS Video	LocalAgency-Digi PrerollVideo	12,500	\$375	\$30	0
11/29/21 - 12/19/21 (1mo.) Notes: ROS Video	Streaming Audio	LOCAL AGENCY TARGETED STREAM	50,000	\$750	\$15	0

### TRITON COLLEGE, District 504 Board of Trustees

Meeting of April 20, 2021
ACTION EXHIBIT NO. 16571

SUBJECT: AGREEMENT WITH ILLINOIS CONVENIENCE AND SAFETY CORP.

**RECOMMENDATION:** That the Board of Trustees approves the purchase of bus shelter advertisements to be paid to Illinois Convenience and Safety in support of Fiscal Year 2022 enrollment. The shelter advertisements will run July 12, 2021 through May 22, 2022 at a cost not to exceed \$29,000.

**RATIONALE:** The bus shelter advertisements will promote Fall, Spring and Summer Fiscal Year 2022 registration periods.

Submitted to Board by:	•								
	(Vice President) Sean Sullivar	1							
Board Officers' Signatures Required	l:								

Related forms requiring signature: Yes \_\_\_\_\_ No  $\underline{X}$ 

# **Bus Shelter Advertising Contract**

							Contra	ect No.			2021-63	5	
								Date		Ma	rch 24, 2	2021	
This Contract between below, is subject to Contract.	the Cor	nditions	set fo										
PLEASE DISPLAY ADVER	RIISING A	S FOLLO	NS:	QUANTIT	v			PERIOD		1	DE	ICE PER	
LOCA	TION			OF PANEL			FROM	PERIOD	то			MONTH	
Chicago S	uburban	<u> </u>		15			7/12/21		8/22/21			,666.66	
J							12/6/21		1/16/22	-		,666.66	
							4/11/22		5/22/22	2	\$9	,666.66	
Includes production	for each	3 perio	ds.								\$28,999.98		
YEAR				2022				2021				2021	
	JAN.	FEB.	MAR.	APR.	M	AY	JUNE	JULY	AUG.	SEPT.	ост.	NOV.	DEC.
DATES REQUESTED				11				12				11	
DATES APPROVED													
Sales Representative:	Bruce C	Campbell			-		EXHIBIT	OR: Tri	ton Colle	ge			
Accepted:													
Illinois Convenie 6624 W. Irving Park Ro Chicago, Illinois 60634 (773) 545-5296 Office (773) 545-0298 Fax	ence &	Safety	∕ Corp	).		со	Accep mpany na addr	by: <u>x</u> Se nme: <u>Tri</u>	an Sulliv ton Colle 00 Fifth <i>I</i>	ge	f Busine	ss Servic	es <sup>Date</sup>
							city/state	/zip: Riv	er Grove	, IL 601	71		

phone: 708-456-0300

## TRITON COLLEGE, District 504 Board of Trustees

Meeting of <u>April 20, 2021</u>
ACTION EXHIBIT NO. 16572

CITE IFCT.	ACDEEMENT	WITH INTERSTATE	OUTDOOD ADV	VEDTICINA
SUDJECI.	AGNEENIENI	WILLIMITERSTALE	OUIDOOK AD	

Mark R. Stephens	Elizabeth Potter	Date
Board Officers' Signature Required:		
	(Vice President) Sean Sullivan	
Submitted to Board by:	Sean Sullivan	
	<u> </u>	
registration throughout Fiscal Year 202	2.	
RATIONALE: The billboard advertise	sement will promote Triton College by	rand awareness and
Agreement will begin July 1, 2021 and	run through June 30, 2022 at a cost not	to exceed \$30,000.
Outdoor Advertising to rent billboard a	advertising space on North Avenue and	Fifth Avenue. This
RECOMMENDATION: That the Bo	pard of Trustees approve the expenditu	re paid to Interstate

Related forms requiring signature: Yes  $\_\_$  No  $\underline{X}$ 

Chairman

**Secretary** 

**Product** Education

Agency/OSP

Attention Renee Swanberg Date 3/25/2021

Address 2000 Fifth Ave Contract No. 30351

Room P-104

Account Executive(s)

River Grove, IL 60171

River Grove, IL 60171 Daniel Greifer AE

**Phone / Fax** (708) 456-0300

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	7/1/2021	6/29/2022	4-Weekly	13.00	\$2,198.19	\$28,576.47

Net Total Contract \$28,576.47

Production and Install \$0.00

Total Net Amount \$28,576.47

#### **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 30 Days

Photo Required: Yes

Send Photo To: reneeswanberg@triton.edu.

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



Го:	Advertiser	Triton College				Oι	ut-of-Home Media	a Contract
	Product	Education						
	Agency/OSP							
	Attention	Renee Swanberg				Da	te	3/25/2021
	Address	2000 Fifth Ave				Co	ntract No.	30351
		Room P-104				_		
		River Grove, IL 60171				Ac	count Executive(s)	Daniel Greifer AE
	Phone / Fax	(708) 456-0300						
ages of this arties. Pleas f cut-outs or	contract, and made e indicate your acc extensions. Agenc	above mentioned advertising displate a part hereof, and shall constitute the eptance of the terms and conditions y / Advertiser agrees to pay a one-ti	the entire agreem by signing below me fabrication an	ent between the parties. No over and initialing the Terms and	change or modification Conditions page. <b>N</b> 0 0 / sq. ft. for any cut-	on thereof shall be effect OTE: Price shown does -outs or extensions spec	ive unless made in writi not include the cost of t ified by the artwork sup	ng and signed by both abrication
Interstat			Advertiser		Triton College	Agency/Outside Party		
Signatur			Signature			Signature		
Title	e		Title			Title		
Printed Name	e		Printed Name	Sean Sullivan, VP of Busin	ess Services	Printed Name		
Dat	e		Date			Date		



**Product** Education

Agency/OSP

AttentionRenee SwanbergDate3/25/2021Address2000 Fifth AveContract No.30351

Room P-104

River Grove, IL 60171

**Phone / Fax** (708) 456-0300

Account Executive(s)

Daniel Greifer AE

#### **Terms and Conditions**

TERMS AND CONDITIONS 1. (a) The use and operation of the advertising display(s), posters, bulletins, panels, flex faces or painted designs (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. Advertiser may change the copy on the display at the time of reposting (vinyl, poster, or paint), 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. INTERSTATE shall have up to (7) business days to complete the copy 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. 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 effect 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



**Product** Education

Agency/OSP

AttentionRenee SwanbergDate3/25/2021Address2000 Fifth AveContract No.30351

Room P-104

Account Executive(s)
River Grove, IL 60171

Phone / Fax (708) 456-0300

#### **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 Vinyls or Installations not taken. Any Vinyls 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 vinyls 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 iudgment. 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 advertising 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 estate tax assessment or

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



Daniel Greifer AF

**Product** Education

Agency/OSP

AttentionRenee SwanbergDate3/25/2021Address2000 Fifth AveContract No.30351

Room P-104

River Grove, IL 60171

**Phone / Fax** (708) 456-0300

Account Executive(s)

Daniel Greifer AF

#### **Terms and Conditions**

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. 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. 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 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 by an

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



**Product** Education

Agency/OSP

AttentionRenee SwanbergDate3/25/2021Address2000 Fifth AveContract No.30351

Room P-104

River Grove, IL 60171

**Phone / Fax** (708) 456-0300

Account Executive(s)

Daniel Greifer AF

#### **Terms and Conditions**

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



### TRITON COLLEGE, District 504 Board of Trustees

Meeting of April 20, 2021
ACTION EXHIBIT NO. 16573

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 2022 enrollment. The advertisements will run on eight stations throughout Fiscal Year 2022 at a cost not to exceed \$30,000.

RATIONALE: The advertisements will promote Triton College brand awareness and registration

throughout Fiscal Year 2022.

Related forms requiring signature: Yes \_\_\_\_\_ No X

Submitted to Board by:	Sean Sullivan (Vice President) Sean Sullivan	
Board Officers' Signatures Required:	:	
Mark R. Stephens Chairman	Elizabeth Potter Secretary	<b>Date</b>



#### Triton College - 03.19.21

Demo Adults 18-34 Date 03/19/2021 Proposal Date Expiration Date 3/19/21 4/2/21 Submitted By Scott Trunda

scotttrunda@ttwnetwork.com

(312)-540-2931

					Wk 1	Wk 2	Wk 4	WF 23	Wk 24	W/b 25	Wk 44	Wk 16	Total Delivery					T	
				Total	Mon	Mon	Mon	Mon			Mon	Mon	Adults 18-34						1
		Format	Group Owner	Sponsorships	7/26 '21	8/2 '21		12/27	1/3		5/23 '22	6/6	GIMP	Rch	Rch Rch % Freq Pop		Pop	Rate	Investment
СН	ICAGO Jan21 MSA ARB PPM			208	26	26	26	26	26	26	26	26	619,200	381,085	17.9%	1.6	2,125,100	\$ 144.23	\$ 30,000.00
	M-F 5a-8p *																		
	WCHI-FM	Rock	iHeartMedia, Inc.	32	4	4	4	4	4	4	4	4							
	WDRV-FM	Classic Rock	Hubbard Broadcasting,	16	2	2	2	2	2	2	2	2							
	WGCI-FM	Urban Contemporary	iHeartMedia, Inc.	32	4	4	4	4	4	4	4	4							
	WKSC-FM	CHR	iHeartMedia, Inc.	48	6	6	6	6	6	6	6	6							
	WLIT-FM	Hot AC	iHeartMedia, Inc.	16	2	2	2	2	2	2	2	2							
	WOJO-FM	Regional Mexican	Univision Radio	16	2	2	2	2	2	2	2	2							
	WPWX-FM	Urban Contemporary	Crawford Broadcasting	16	2	2	2	2	2	2	2	2							
	WTMX-FM	Hot AC	Hubbard Broadcasting,	32	4	4	4	4	4	4	4	4							

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Sean Sullivan, VP of Business Services

<sup>\*</sup> These audience estimates are derived using NuMath® based on Nielsen copyrighted and proprietary audience estimates. They are not estimates produced by Nielsen.

## TRITON COLLEGE, District 504 Board of Trustees

Meeting of April 20, 2021

ACTION EXHIBIT NO. 16574

SUBJECT: SURS DEFERRED COMPENSATION PLAN

Plan (otherwise known as a 457(b) plan), as required under Section 15-202 of the Illinois

Pension Code as enacted by Public Act 100-769. The effective date of the plan is July 1, 2021.

The College has elected not to make discretionary matching contributions nor discretionary nonelective contributions, therefore there is no additional cost to the College.

RATIONALE: The SURS Deferred Compensation plan is a tax-deferred retirement savings vehicle that is intended to supplement core retirement benefits as provided by the SURS Traditional Pension Plan, Portable Pension Plan, and Retirement Savings Plan. All active SURS eligible Triton employees are able to participate on a voluntary basis.

Ch	Sean Sullivan								
Submitted to Board by:	Sean O'Brien Sullivan, Vice President of Business Services								
Board Officers' Signatur	res Required:								
Mark R. Steph	ens Elizabeth Potter	Date							
Chairman	Secretary								
D 1 ( 1C	oard signature: Yes ⊠ No □								

# STATE UNIVERSITIES RETIREMENT SYSTEM DEFERRED COMPENSATION PLAN

#### EMPLOYER PARTICIPATION AGREEMENT

The undersigned employer ("Employer") and the State Universities Retirement System ("SURS") agree to the participation of the Employer in the State Universities Retirement System Deferred Compensation Plan ("Plan"). The Plan is sponsored and administered by SURS and is intended to qualify as an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code ("Code") that is a governmental plan under Code Section 414(d) and Section 3(33) of the Employee Retirement Income Security Act of 1974 ("ERISA").

Complete this Participation Agreement only if the Employer is both an employer subject to Article 15 of the Illinois Pension Code and an eligible employer within the meaning of Code Section 457(e)(1)(A).

A. EMPLOYER INFORMATION
Triton College Name:
Address: 2000 Fifth Avenue, River Grove, IL. 60171
Tax ID Number: 3 6 - 2 5 3 7 1 1 4
R TYPE OF ADOPTION AND EFFECTIVE DATE

The Employer's Plan document shall consist of this Employer Participation Agreement ("Agreement") and the Plan document, as amended from time to time. All capitalized terms in this Agreement shall have the meaning set forth in the Plan document.

It is very important that this Employer Participation Agreement be completed accurately to ensure consistency between the Plan and actual plan operation. The Employer may prospectively change the terms of its participation in the Plan at any time by completing a new Employer Participation Agreement with SURS.

This Agreement is for the following purpose (*check and complete one only*):

1.	[ x]	This is a new 457(b) deferred compensation plan adopted by the Employer for its Employees effective July 1 _, _2021 _ (insert effective date of this Agreement).
2.	[]	This is an amendment to be effective as of,
3.	[ ]	This is an amendment and restatement of another 457(b) deferred compensation plan maintained by the Employer, effective

			that it	is the Employer's responsibility to ensure that the prior plan met all able state and federal requirements.
С.	assets	for th		<b>SSETS.</b> Code Section 457(g) shall be satisfied by setting aside Plan sive benefit of Participants and Beneficiaries in a Trust pursuant to in.
D.	of El comm who i Empl	ective nencen is an e oyer.	Deferrnent of mploye	N. An Employee may become a Participant in the Plan for purposes als and Discretionary Employer Contributions immediately upon employment with the Employer. "Employee" means an individual se, as defined in Section 15-107 of the Illinois Pension Code, of an ployee does not include an individual who is a leased employee under 1)(2).
Е.	Electi Roth	ive De	ferrals	ERRALS. All Employees of the Employer shall be permitted to make to the Plan. Elective Deferrals include Pre-Tax Contributions and . A Participant shall be 100% Vested in his or her Elective Deferrals
F.	DISC	CRETI	ONAR	Y MATCHING CONTRIBUTIONS.
	1.	The	Employ	yer shall (check and complete one only):
		a.	[ x]	not make Discretionary Matching Contributions.
		b.	[ ]	match% of Elective Deferrals of up to% of Compensation [ ] each pay period [ ] annually.
		c.	[ ]	match% of the first \$ of Elective Deferrals [ ] each pay period [ ] annually.
		d.	[ ]	match the percentage or amount of Elective Deferrals that the Employer determines in its discretion for the Plan Year. The Employer agrees to submit to SURS a resolution or policy duly adopting the percentage or amount and frequency of matching contributions prior to July 1st of the applicable Plan Year(s).
		[]		this box if the Discretionary Matching Contributions match elective als made to another plan, and enter the name of the plan:
				y Discretionary Matching Contribution will reduce, dollar for Elective Deferrals that a Participant can contribute.
	2.	follo	wing E	oyer shall make Discretionary Matching Contributions for the Employees (complete only if Discretionary Matching Contributions to the Plan; check and complete as many as applicable):

	a.	[ ]	or more Hours of Service per week.
	b.	[ ]	any permanent part-time Employee, defined as an Employee who is not a full-time Employee and who has or more Hours of Service per week.
	c.	[ ]	any Employee in the following class(es) of Employees:
			y changes to the class of employees eligible for Discretionary
		ching ( ement	Contributions will require an updated Employer Participation
DIO	Cor Au Dis Tax for: Cor No:	ntribution tomatic scretiona x Contr feiture a ntribution nelectiv	ant shall be 100% Vested in his or her Discretionary Matching ons at all times; provided, however, that if SURS enacts an Eligible Enrollment Arrangement under Section 4.2(e) of the Plan, ary Matching Contributions related to a withdrawal of Automatic Pre- ibutions in accordance with Section 4.2(e)(4) will be placed in a account and used first to reduce the Employer's Discretionary Matching ons, if any, and then to reduce the Employer's Discretionary to Contributions, if any.
			RY NONELECTIVE CONTRIBUTIONS.
1.		•	yer shall (check and complete one only):
	b.	[ x]	not make Discretionary Nonelective Contributions.
	c.	[]	contribute% of Compensation on behalf of each Participant [ ] each pay period [ ] annually.
	d.	[]	contribute \$ on behalf of each Participant [ ] each pay period [ ] annually.
	e.	[ ]	contribute the percentage or amount that the Employer determines in its discretion for the Plan Year. The Employer agrees to submit to SURS a resolution or policy duly adopting the percentage or amount and frequency of nonelective contributions prior to July 1st of the applicable Plan Year(s).
			ny Discretionary Nonelective Contribution will reduce, dollar for amount a Participant can contribute.
2.	foll	lowing 1	oyer shall make Discretionary Nonelective Contributions for the Employees (complete only if Discretionary Nonelective Contributions de to the Plan; check and complete as many as applicable):

G.

a.	L	J	more Hours of Service per week.		
b.	[	]	any permanent part-time Employee, defined as an Employee who not a full-time Employee and who has or more Hours of Service per week.		
c.	[	]	y Employee in the following class(es) of Employees:		

any fall time Employee Affined as an Employee who has

NOTE: Any changes to the class of employees eligible for Discretionary Non-Elective Contributions, will require an updated Employer Participation Agreement

3. A Participant shall be 100% Vested in his or her Discretionary Nonelective Contributions at all times.

#### H. ADMINISTRATIVE INFORMATION.

In executing this Employer Participation Agreement, the Employer agrees:

- that it is eligible to adopt the Plan, and that its governing body has adopted a resolution to approve the adoption of the Plan for its eligible employees, which resolution has been provided to SURS or its designee;
- to be bound by all terms of the Plan document, as applicable, the terms of this Employer Participation Agreement, and the rules and regulations of SURS, all as may be amended from time to time, and that no oral understanding not incorporated into this Agreement is binding on any party;
- to provide any information reasonably requested by SURS or a service provider from time to time to properly administer the Plan in accordance with its terms and applicable law;
- to allow SURS and/or the service providers reasonable access to eligible employees to assist with enrollment in and administration of the Plan;
- to be solely responsible for the correction of any operational or compliance errors resulting from the Employer's failure to perform its responsibilities or provide accurate information to SURS or a service provider;
- that all contributions to the Plan will be deposited in the State Universities Retirement System Master Trust for the exclusive benefit of participants and beneficiaries, and that the Employer shall have no right to Trust assets;
- that participants in the Plan have the right to direct the investment of their accounts by choosing among the investment options selected by SURS and offered under the Plan,

and that any participant who does not provide timely investment direction will be deemed to have elected the Plan's default investment, as selected by SURS;

- that participants will be charged fees for the investment and administration services
  provided by SURS and the service providers, which will be offset against investment
  returns or deducted from participant accounts periodically; and
- that the Employer has consulted, to the extent necessary, with its own legal and tax advisors.

The Employer further agrees that it is responsible for the following areas of compliance:

- ➤ determining and monitoring employee eligibility in accordance with the terms of the Plan and the Employer Participation Agreement;
- ➤ entering into salary reduction agreements with Employees and timely remitting all Elective Deferrals and Discretionary Employer Contributions, if any, to the Plan; and
- rightharpoologies complying and monitoring the applicable contribution limits under the Code as such limits apply to the Plan and any other Code Section 457(b) plan offered by the Employer in which Employer's employees participate, including the elective deferral limit under Code Sections 457(b)(2), 457(b)(3), 457(c), and 457(e)(18).

This Employer Participation Agreement is duly executed on behalf of the Employer by the undersigned authorized signatories and shall be effective as indicated in Section B.

D--

#### **EMPLOYER'S AUTHORIZED SIGNATORIES:**

D--

Ву:	By:
Print: Mark R. Stephens	Print: Elizabeth Potter
Title: Board Chairman	Title: Board Secretary
Date: 4/20/2021	Date: 4/20/2021
ACCEPTANCE OF EMPLOYER'S PARTIC RETIREMENT SYSTEM DEFERRED COM  By:  Suzanne Mayer, Interim Executive Directors	MPENSATION PLAN:
Date:	OI

# STATE UNIVERSITIES RETIREMENT SYSTEM DEFERRED COMPENSATION PLAN

#### RESOLUTION TO ADOPT PLAN

WHEREAS, the State Universities Retirement System Deferred Compensation Plan ("Plan") is an eligible deferred compensation plan under Section 457(b) of the Internal Revenue ("Code") established and is administered by the State Universities Retirement System ("System") pursuant to Section 15-202 of the Illinois Pension Code, 40 ILCS 5 et seq.;

WHEREAS, the Plan is funded by elective deferrals, and if elected by the Employer in the Employer Participation Agreement, discretionary employer contributions;

WHEREAS, contributions to the Plan are held in Trust by SURS as Trustee pursuant to the State Universities Retirement System Master Trust Agreement ("Trust Agreement") and are invested in investment options selected and monitored by SURS;

WHEREAS, SURS has contracted with certain service providers ("Service Providers") to administer the Plan in accordance with its written terms and applicable law;

WHEREAS, Section 15-202 of the Illinois Pension Code, 40 ILCS 5, et seq., and Section 2.02(v) of the Plan provide that an employer that is subject to Article 15 of the Illinois Pension Code and that is an eligible employer within the meaning of Code Section 457(e)(1)(A) offer the Plan to its eligible employees;

WHEREAS, the Employer is an employer subject to Article 15 of the Illinois Pension Code, and is an eligible employer within the meaning of Code Section 457(e)(1)(A); and

WHEREAS, the Employer has reviewed the Plan, is authorized by law to adopt this Resolution, and is concurrently executing an Employer Participation Agreement for the Plan, which shall constitute a part of the written terms of the Plan.

NOW THEREFORE the governing body of the Employer hereby resolves:

- Section 1. The Employer adopts the Plan for the benefit of its eligible employees, including the Employer Participation Agreement which is attached hereto and made a part of this Resolution.
- <u>Section 2</u>. The Employer agrees to abide by the terms of the Plan and the Trust Agreement, including amendments to the Plan and the Trust Agreement, and all applicable provisions of the Code, the Illinois Pension Code, and other applicable law.
- Section 3. The Employer agrees to enroll only those individuals who are employees, as defined in Section 15-107 of the Illinois Pension Code, of the Employer. An employee does not include an individual who is a leased employee under Code Section 414(n)(2).
- Section 4. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in the Trust for the exclusive benefit of participants and their beneficiaries under the Plan. No part of

the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of participants and their beneficiaries and for defraying reasonable expenses of the Plan. All contributions to the Plan shall be held, managed, invested and distributed as part of the Trust in accordance with the provisions of the Plan. All benefits under the Plan shall be distributed solely from the Trust pursuant to the terms of the Plan.

Section 5. This Resolution and an Employer Participation Agreement shall be submitted to SURS. SURS shall determine whether the Resolution and the Employer Participation Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement employee participation in the Plan. SURS may refuse to approve a Resolution and/or an Employer Participation Agreement from an employer that does not have state statutory authority to participate in the Plan. The Employer hereby acknowledges that it is responsible for assuring that this Resolution and the Employer Participation Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Employer as of the date set forth below in accordance with applicable law.

By:	
Print Na	me: Mark R. Stephens
	4/20/2021

# TRITON COLLEGE, District 504 Board of Trustees

Meeting of April 20, 2021

ACTION EXHIBIT NO. 16575

SUBJECT: EPISERVER DEVELOPMENT AGREEMENT

**RECOMMENDATION:** That the Board of Trustees approve a Development Agreement with Episerver to work with Triton College to build a locally hosted development version of the www.triton.edu website. This Agreement provides eight hours of project management and forty hours of development. This Agreement will have a total onetime cost of \$9,400.

RATIONALE: This Agreement will provide Triton College with the source code access which is necessary to customize the website beyond standard templates. Episerver will provide the source code and then configure and deploy the software on Triton servers. The end result will be the ability to have greater flexibility in the website design and functionality.

	Sean Sullivan	
Submitted to Board by:	Sean O'Brien Sullivan, Vice President of Busin	ness Services
Board Officers' Signatur	res Required:	
Mark R. Steph Chairman	ens Elizabeth Potter Secretary	Date

+46 8 55 58 27 00 www.episerver.com 556208-3435 1/3

# Statement of Work: Triton College & Episerver Expert Services Best Practices and Guidance

#### This Statement of Work is made and entered into between

Triton College, 2000 5th Ave, River Grove, Illinois 601711995, United States ("Customer"), and;

Episerver, Inc. a Delaware corporation with a principal place of business at 542A Amherst Street, Nashua, NH 03063, United States of America ("Episerver"):

both referred to as Party or Parties ("Party" or "Parties"), agree that WHEREAS Parties have signed the EPISERVER MASTER EXPERT AND EDUCATION SERVICES AGREEMENT, signed on [DATE] ("Agreement"),

the Parties have now therefore made and entered into this Statement of Work to the Agreement ("Statement of Work" or "SOW") to be considered as an integral part of the Agreement.

The following order shall be an additional Pricing and fees to be paid within the Agreement, and does not replace any existing SOW unless specifically expressed below. The dates applicable to this SOW in regards to Issue Date, Valid Until, Duration and Effective Date for this SOW and delivery method shall only apply to this SOW, and no other existing SOW(s) that may be in place.

Customer Company Details	Customer Name - Triton College (hereinafter "Customer")	Customer Address - 2000 5th Ave River Grove Illinois, 601711995 United States	Additional Company Information – N/A
Customer Contact Details	Billing Contact  Name: Michael Garrity  Address: same as above  Telephone: 708-456-0300  Email: michaelgarrity@triton.edu	Technical Contact Name: Michael Garrity Address: same as above Telephone: 708-456-0300 Email: michaelgarrity@triton.edu	Support Contact Name: Michael Garrity Address: same as above Telephone: 708-456-0300 Email: michaelgarrity@triton.edu
Additional Purchase Order Info-	Customer's Purchase Oder ("P.O.") Requirements for Invoicing Purposes (SELECT ONE OF THE BELOW OPTIONS) –  Customer's P.O. is attached to this Agreement  Customer's P.O. is required, will be generated by Customer, and sent to Episerver  Customer's P.O. is NOT required for the Order(s) and/or SOW(s) set forth in this Agreement; Customer is authorized to make payment based solely on the terms of this Agreement.		

Episerver agrees to provide Customer the expert/education service(s) ("EES") for the term specified below expressly set forth below and in the Agreement entered into by the Parties.

EES Statement of Work ("SOW")	Triton College & Episerver Expert Services Best Practices and Guidance			
EES SOW	Triton College has requested that Episerver Expert Services Team provide technical guidance and best practices support on Triton College's			
Description	Episerver implementation.			
	Deliverables:			
	Episerver Expert Services developer with release management experience will provide guidance on code management best practices and dev ops considerations that aligns with Triton College needs and the Episerver platform			
	Episerver Expert Services developer will provide on Best Practices and Architectural guidance			
	<ul> <li>Episerver Expert Services Project Manager will assist in tracking issues, coordinating meetings and supporting the project through project management tasks</li> </ul>			
	Integration with new versions of Episerver functionality that have resulted in a mismatch or deprecated functionality			
	Episerver specific site configuration			
	Episerver specific web configuration including assembly binding configuration, Episerver dynamic link library (dll) dependency resolution			
	and Nuget package management			
	Troubleshooting issues and solution to bug fixes in support of the services provided			
	Technical documentation when available from Episerver's documentation in support of the services provided			



SOW for MEESA Version [2020-01-14] Copyright Episerver 2020 **Episerver** 

Americas / APAC HQ

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Box 7007
103 86 Stockholm, Sweden

+46 8 55 58 27 00 www.episerver.com 556208-3435

	Roles:				
	Episerver will provide a				
	a. Episerver Senior Developer for technical guidance, bug fixes and troubleshooting				
	· · · · · · · · · · · · · · · · · · ·				
	c. Leadership to Customer during the process				
	Episerver will provide best practice leadership, consultation, and mentorship to Customer team during Customer's implementation. If, at the e				
	this agreement, Customer desires additional time or effort, Customer and Episerver will pursue a Change Order.				
	this agreement, customer desires additional time of errort, customer and episerver will pursue a change order.				
	This SOW is governed by terms and conditions in the Expert and Education Services Terms and Conditions, specifically excluding the terms and				
	conditions of the EUSA and SLA.				
EES SOW	Assumptions/Pre-requisites:				
Assumptions	Upon the Effective Date of this agreement, Customer and Episerver will identify the start date and schedule of work for this agreement to				
	take place, pending Episerver resource availability.				
	Expert Services performs services during regular business hours for the Eastern US time zone, 8:30 am – 6:00 pm. Work requests for				
	time outside those hours are considered off hours and are subject to resource availability and a doubling of rate (or equivalent				
	consumption of twice the time against the SOW.				
	Decrease of team size will be allowed with a 30 days' notice.				
	Each party shall designate a Project leader to whom all matters relating to the Project will be addressed. Customer agrees to respond to				
	requests from Episerver for approvals, decisions or other actions in connection with the performance of EPiServer's obligations under				
	this SOW within a reasonable period of time. The Customer Leader, or designee, will consolidate feedback for Customer, and provide				
	such feedback to Episerver. The following lists the designated Project leaders from Episerver and Customer.				
	a. Episerver Expert Services Contact:				
	i. Nick Martin, Director Customer Success nick.martin@episerver.com				
	b. Customer Contact:				
	i. Michael Garrity, AVP Information Systems, michaelgarrity@triton.edu				
	All Services may be completed remotely unless otherwise specified in this SOW.				
	This contract has a complete a contact, and contact has specified in this contact				
	Customer Responsibilities:				
	Customer will provide any applicable documentation of requirements, designs, and constraints that may be required by Episerver to				
	undertake the Services, at the start of the Project. This may include visual design guidelines, visual design assets, and wireframes/user				
	experience documentation to implement Customer's desired look and feel for the Episerver Platform				
	Customer will provide access to Episerver for necessary Customer systems and environments.				
	Customer will identify key stakeholders and subject matter experts and assure that they are available to provide information and make required				
	decisions in a manner that enables timely performance of the Services. Customer will make itself reasonably available for necessary stand-up				
	meetings, ongoing collaboration and virtual and/or in person demos.				
EES SOW Pricing	3/30/2021				
Expiration Date					
EES SOW Type	☑ This SOW is a Time and Materials agreement for expert EES.				
	Invoices are issued to the Customer on a monthly basis for all work performed in the previous month.				
EES SOW Term	Customer has six (6) months from the date of signing this SOW to use any purchased EES. EES are non-transferable and non-refundable, and				
	deemed complete within six (6) months from the Effective Date. In the event additional EES are required, Episerver shall not perform any EES until a				
	fully executed change order is received.				
	Tully exceded change order to received.				



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**Episerver** 

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#### **EES Time and Materials:**

USA

SKU#	Line Item Description	Term	Currency	Rate	Total
ESC-DEV	Episerver Developer	40 Hours	USD	\$200/Hour	\$8,000.00
ESC-PM	Episerver Project Manager	8 Hours	USD	\$175/Hour	\$1,400.00
Total excluding taxes, travel and expenses: Note: All prepaid fees are non-refundable and non-cancellable					\$9,400.00

#### **General Terms:**

By signing this SOW, Customer places an order for the EES identified above and Customer also confirms acceptance of all the terms and conditions of this SOW, including the Episerver Expert/Education Services General Terms and Conditions ("GTC") and the Agreement. Terms defined in the GTC and Agreement, which are capitalized terms, shall apply within this SOW. In the event of any conflict between this SOW and the GTC, this SOW shall prevail, unless otherwise specified within this SOW, or agreed by the Parties in an executed amendment to the Agreement. For the avoidance of doubt, any matters not addressed by this SOW shall be governed by the Agreement.

#### **Appendices**

• N/A	
This SOW has been executed in two (2) or Episerver is the effective date of the SOW ("I	riginals, of which the Parties have received one (1) each. The date this SOW is signed by Effective Date").
EPISERVER	Triton College
By:	Ву:
Print Name:	Print Name: Mark R. Stephens
Title:	Title:Board Chairman
Date and place:	Date and place:



## TRITON COLLEGE, District 504 Board of Trustees

Meeting of April 20, 2021

ACTION EXHIBIT NO. 16576

SUBJECT: AMERICAN DIGITAL BACKUP REPLICATION AND DISASTER RECOVERY

Pigital to host a Backup Replication and Disaster Recovery environment for Triton College.

This environment will serve as both an offsite backup as well as the temporary hosted Disaster Recovery site in the event of an on-campus computer destruction / interference. This Agreement will commence June 1, 2021 through June 30, 2022 and renew annually unless terminated in writing more than sixty days before renewal. The annual cost will be \$48,000 and with a \$6,000 startup fee the first year will be a total cost of \$54,000.

104/126

Related forms requiring Board signature: Yes

No  $\square$ 



## **Triton College**

Managed Service – Backup Replication and Disaster Recovery Statement of Work Feb 18, 2021

Presented by:

Mary Galvanoni
Sr. Account Manager
Cell: (312) 970-0075 (Preferred)

maryg@americandigital.com

SA: David Shoffet

American Digital Corporation (HQ) 25 Northwest point Blvd, Suite 200 Elk Grove, IL 600007 (847) 637-4300 or (877) 220-5321 / Fax: (847) 919-8468

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#### **INTRODUCTION**

This document is a Statement of work (SOW) describing the tasks to be completed by American Digital Corporation (ADC) in order to provide a Disaster Recovery solution by utilizing Veeam backup and StoreOnce architecture. This SOW also describes the terms under which the work will be performed. The purpose of this Statement of Work (SOW) is to describe these services as well as outline and detail specific tasks, deliverables, roles and responsibilities, and terms.

American Digital Corporation, hereinafter referred to as ADC, has the capability to be the single source for building integrated IT solutions for Triton College. ADC focuses on core hardware and software products that are combined with a unique consulting methodology to deliver a solution tailored to the Triton College requirements.

Finally, ADC's goal is to develop a solid working relationship and a familiarity with Triton College computing environment and associate requirements in order to validate the solution. ADC is in a singular position to provide the best possible solution in continuing support of this mission-critical environment.

The combination of these factors, combined with strategic pricing initiatives, makes ADC uniquely qualified to provide the design, consulting, and implementation of this infrastructure solution for Triton College.

#### **OBJECTIVE**

Triton College requested American Digital Corporation (ADC) to address their need for a Disaster Recovery solution for their Colleague® by Ellucian™ environment. Triton College currently runs their production Colleague Database(s) and Application services in VMware vSphere environment.

This SOW has been prepared to provide a Disaster Recovery environment that Triton College could utilize within 48 hours of declaration of a disaster. Core functions of the Colleague® by Ellucian™ environment would be available for use in the event of a catastrophic disaster. Resources will also be made available to make the infrastructure for WebAdvisor and UI environment available during a declared disaster.

Given the requirements, ADC proposes to host an environment that would have comparable virtual resources as Triton College's Colleague production environment. That environment would replicate (using Veeam) their production VMs on a nightly basis. If a disaster were to be declared, Triton College will be able to continue to run their application in a DR state for a period of up to six weeks. Once Triton College is able to secure a new production environment within the six (6) week period, the data would be replicated back to the newly established environment via Triton College IT team members.

Triton College's hosted environment will be housed in a Data Center located within the Chicago, IL metropolitan area. Features include: physical security, backup power, Veeam monitoring, and secure network.

## **SERVICE DESCRIPTION AND DELIVERABLES**

Listed below are the high-level tasks ADC will perform. A brief description of these tasks include:

### Scope

### **Location Scope**

- Building A River Grove, IL
- Metropolitan Chicago, IL Area (DR Location)

### Technology Scope

- Manage DR Replication for Colleague Disaster Recovery Environment (includes all systems listed in <u>Appendix A</u>)
  - Colleague Application Servers
  - Colleague Database Server
- Manage DR Replication for Server to support the following functions:
  - Ellucian Web Advisor
  - o Ellucian Portal
  - o Ellucian UI
  - Active Directory
- Monitor Storage for DR Environment
- Monitor Replication Status for DR Environment

### Infrastructure Monitoring Approach

ADC will provide a hosted virtual server and storage environment that Triton College will replicate to using Veeam Replication/StoreOnce on a nightly basis. The data will be replicated via a secure VPN connection, and only those files changed during the production day would be replicated.

In the event of a catastrophic disaster, Triton College would have the option to "declare" a disaster. This would occur if the day-to-day operations of their production data center are not possible due to natural disaster (hurricane, etc.), Act of God, terrorist activity, or any event that both American Digital and Triton College reasonably agree would be considered a disaster that would disable Triton College's production data center for a period of more than two (2) days. If the disaster is so severe that Triton College cannot return their Colleague environment to service within two (2) days time, Triton College would contact ADC immediately and the hosted environment would be made available via a VPN connection within forty-either (48) hours so that Triton College can conduct core business.

The DR environment would allow for:

- Core Colleague application availability (Payroll, Student System, Web Advisor, and UI environment)
- Ability to utilize DR environment within forty (48) hours of declaration of disaster.
- Ability to run within the recovery environment for up to six (6) weeks.
- Ability to return to service within the Customer production environment within one (1) week.

American Digital Corporation will provide the following in case a disaster is declared:

- Serve as the first point of contact for Triton College.
- Coordinate logistical access to DR center.
- Escort and familiarize customer with hardware setup logins and passwords.
- Verify hardware is functioning properly.
- Perform remediation necessary to assure equipment is up to date and working.

Triton College would be responsible for providing the necessary technical resources either remotely or on-site at ADC's DR location to facilitate migration to the DR environment. All other activity required for restarting of the Ellucian modules belongs to Triton College. Some items that may be required but not limited to would include:

- Redirect of IP addresses
- Application and DB restart
- Ensuring proper restart of any other required services for Ellucian. (SSL, Listeners, etc.)

Customer will consult with Ellucian to put in place a DR scenario including their involvement.

Remote access will be made available via VPN so that users may access the system remotely, and network resources will be made available (uplink, etc.) to provide the necessary connectivity for Web Advisor and UI access.

Feb 18 2021

Triton Backup Disaster Recovery SoW

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### **ROLES AND RESPONSIBILITIES**

## American Digital's General Responsibilities:

• Execute the requirements of this Statement of Work.

### Triton College General Responsibilities:

- Ensure that the appropriate staff member(s) are available to execute the requirements of this Statement of Work.
- Provide required information for ADC to execute the requirements of this Statement of Work as requesting in regards to the project.
- Responsible for providing any necessary physical hardware and operating systems for new environment in the event of a disaster
- Responsible for providing and provisioning any virtual machines and operating systems for new environment in the event of a disaster
- Provide site to site VPN access between ADC and Triton

### **Assumptions**

- 1. In the event of declared disaster, Triton College will provide a new production hardware environment which shall be in addition to the Chicago area location. A separate engagement can be requested of ADC for installation services if necessary.
- 2. Payroll printers will be provided by Triton College in case of a declared disaster.
- 3. ADC is not responsible for Veeam backup management
- 4. Existing infrastructure components will be working and functioning correctly and under HPE and Veeam maintenance.
- 5. Installation/configuration of operating system licenses, i.e. Microsoft Windows or Linux licenses is not included.
- 6. Triton College will provide VPN access to the environment to enable ADC to perform remote services.
- 7. All of the required data for the Ellucian environment are in VMFS LUNs.
- 8. Sizes of VMs and DB will be based on Ellucian Best Practices at this point
- ADC will provide the necessary servers, storage, and network resources necessary to allow for replication and access to Triton College's Colleague application, in the event a disaster is declared. Triton College will provide system administrative support for the environment.
- 10. Triton College will provide the necessary software licensing information (keys, etc.) along with SSL certifications and other software add-ons for any necessary server software if a disaster is declared.
- 11. ADC failover solutions provides DR to the hardware level and OS level. Triton College must engage the application and database owners [Datatel] (Ellucian) for complete instruction on bring systems back online and in synchronous communication with all other modules.
- 12. Triton College will provide ADC the names of two (2) individuals authorized to declare a disaster. Triton College will notify ADC at <a href="mailto:dreen:dre

Feb 18 2021

Triton Backup Disaster Recovery SoW

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## PRICING<sup>1</sup>

Pricing is a fixed price contract and covers the scope and assumptions as described above.

Billing Milestone	Percentage	Price
Annual fee – upon signature	100%	\$48,000
Startup fees	100%	\$6,000
TOTAL Price		\$54,000

### **Invoicing and Payment Terms**

ADC shall invoice Triton College services fees upon receipt of the purchase order and signed Statement of Work. Payment terms are Net 45 from receipt of invoice.

- Payment terms are Net 45 from receipt of invoice.
- The term of this agreement is for one year, initiated on June 1st 2021 thru June 30th 2022.

#### **Automatic Renewal**

This Agreement shall renew automatically, with respect to all details and scope in this statement of work, on the same terms, and extended for one additional year, unless on or before 60 days prior to expiration, either Party provides to the other written notice of its desire not to automatically renew this Agreement. Any renewal of this Agreement does not preclude ADC or Triton from requesting that a approved changes be made for the renewal term, understanding any change could result in a fee or scope change. Any change by either party will need to mutually approved.

### **Support and Hourly Charges**

This project is offered as a fixed price project. If any additional work is required above and beyond the scope specified in this SOW such as support after completion, training, or additional scope may incur additional charges and will be presented for customer approval via a written Change Order, which shall be signed by an authorized agent of Triton College.

Regular business hours are 9 AM to 5 PM Monday-Friday Central Time with the exception of ADC holidays. All other times are considered after-hours and will be charged at a premium price which will be outlined in a Change Order.

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Triton Backup Disaster Recovery SoW

<sup>&</sup>lt;sup>1</sup> Pricing is valid for 30 days from the date of this document

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#### **Additional Terms and Conditions**

ADC agrees to hold harmless and indemnify Triton College, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton College, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of ADC, its officers, agents or employees, under this Agreement, including any claims or demands arising from or related to trademark, patent or copyright infringement claims.

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

ADC assumes full responsibility for the payment of all federal, state and local taxes incurred by ADC as a result of this Agreement.

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.

ADC represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations.

In no event shall either party be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings.

ADC shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer and maintains a written sexual harassment policy and Drug Free Workplace policy in conformance with applicable law.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois regardless of any conflict of laws provision. All disputes arising out of this Agreement, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois.

### **TRITON COLLEGE ACCEPTANCE**

This Proposal, including any exhibits and appendices, constitutes the entire agreement between ADC and Triton College and supersedes any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. This Statement of Work is governed by American Digital's terms and conditions which can be found at:

http://www.americandigital.com/terms-and-conditions/

#### **SIGNATURE**

Signing below indicates Triton College acceptance of this Proposal.

American Digital Corporation	Triton College
Signature:	Signature:
Name:	Name: Mark R. Stephens
Title:	Title: Board Chairman
Date:	Date:
Purchase Order is NOT Required:	

### **CUSTOMER PROJECT CONTACT INFORMATION**

Customer Name:	Michael Garrity
Customer Title:	Associate Vice President, Information Systems
Customer Email:	michaelgarrity@triton.edu
Customer Phone:	708-456-0300 x3684
Customer Address:	

### **ORDERING INFORMATION**

Please send this signed document to:

maryg@americandigital.com

American Digital Corporation

25 Northwest point Blvd, Suite 200. Elk Grove, IL 60007

Tel: (847) 637-4300 Fax:847-919-8468

Feb 18 2021

Triton Backup Disaster Recovery SoW

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## **APPENDIX A:**

List of servers to be backed up and replicated to DR StoreOnce.

bkva-1.6.7

**DTCOLL** 

DTCOLLTEST

DTDROA

**DTINDEX** 

**DTMOBILE** 

**DTODSDB** 

**DTPORTALDB** 

DTPORTALTESTDB

DTPORTALWEB1

DTPORTALWEB2

**DTRECRUITERAPP** 

DTRECRUITERDB

**DTRECRUITERWEB** 

DTSQL

DTSQLTEST

DTSSAPI

DTUI

DTUITEST

DTWEB

**DTWEBTEST** 

TCADS01

Henry

**TCTABLEAU** 

**TCHAMACHI** 

## TRITON COLLEGE, District 504 Board of Trustees

Meeting of April 20, 2021 ACTION EXHIBIT NO. 16577

SUBJECT: COLLEGE CURRICULUM COMMITTEE RECOMMENDATIONS
RECOMMENDATION: That the Board of Trustees approve the attached College Curriculum
Committee recommendation.
RATIONALE: This recommendation was approved by the College Curriculum Committee
on March 4, 2021, and approved by the Academic Senate on March 9, 2021.
Submitted to Board by:  Dr. Susan Campos, Vice President of Academic Affairs
Board Officers' Signatures Required:

116/126

**Elizabeth Potter** 

**Secretary** 

No ⊠

**Date** 

Mark R. Stephens

Chairman

Related forms requiring Board signature: Yes

# **College Curriculum Committee Summary**

### for

# Academic Senate, March 9, 2021

# Board of Trustees, April 20, 2021

## **PROGRAMS**

## **NEW PROGRAM**

- C401I Sustainable Agriculture Certification
  - total program credits: 30
- C447H Truck Engine Repair Certificate
  - total program credits: 16
- U224A31 Anthropology (AA Degree emphasis)
  - replacing inactivated U230A31, Anthropology AS Degree emphasis
  - total program credits: 60

### MAJOR PROGRAM REVISION(s)

- C201A Horticulture (AAS Degree)
  - updated program to the new Curriculum Mapping format; program specific courses from 37 to 40; program electives from 3 to 0
  - Effective 8/22/2021
- C201E Sustainable Agriculture Technology (AAS Degree)
  - updated program to the new Curriculum Mapping format
  - Effective 8/22/2021
- C401C Horticulture, Ground Maintenance Certificate
  - updated program to the new Curriculum Mapping format
  - Effective 8/22/2021
- C401G Pesticide Applicator Certificate
  - updated program to the new Curriculum Mapping format
  - Effective 8/22/2021
- C401H Horticulture Greenhouse Grow Operations Certificate
  - updated program to the new Curriculum Mapping format
  - Effective 8/22/2021
- C447G CVT Brake and Suspension Certificate
  - title to 'Truck Brake and Suspension Certificate'
  - Effective 8/22/2021
- U224A38 Philosophy (AA Degree emphasis)
  - updated program to the new Curriculum Mapping format
  - Effective 8/22/2021
- U224A42 Psychology (AA Degree emphasis)
  - updated program to the new Curriculum Mapping format
  - Effective 8/22/2021
- U224A44 Sociology/Social Work (AA Degree emphasis)

- updated program to the new Curriculum Mapping format
   Effective 8/22/2021
- U230A27 Mathematics (AS Degree emphasis)
  - updated program to the new Curriculum Mapping format
  - Effective 8/22/2021

## REACTIVATED PROGRAM

- C401E Sustainable Production Certificate
  - total program credits: 16
  - Effective 8/22/2021

## **INACTIVATED PROGRAM(s)**

- C407T Mobile, Web, Data Science Application Development Certificate
  - Effective 8/22/2021
- U230A31 Anthropology (AS Degree emphasis)
  - replaced with new Anthropology emphasis (U224A31)
  - Effective 8/22/2021

## **COURSES**

## **NEW COURSE(s)**

- AUT 155 Truck Engine Power Plants
  - 5 credits/2 lecture/6 lab
  - prerequisite 'AUT 112 and AUT 135'
  - course fee: \$55.00
  - Effective 8/22/2021

### MAJOR COURSE CHANGES (course addition/major revision, including a course fee)

- AUT 120 CVT Electricity
  - title to 'Diesel Electricity and Electronics'
  - revised description
  - Effective 8/22/2021
- AUT 135 CVT Fuel Management
  - title to 'Truck Fuel Management'
  - revised description
  - Effective 8/22/2021
- AUT 140 CVT Brakes
  - title to 'Truck Brakes'
  - revised description
  - Effective 8/22/2021
- AUT 145 CVT Steering, Suspension and Alignment
  - title to 'Truck Steering, Suspension and Alignment
  - revised description
  - Effective 8/22/2021

# MINOR COURSE CHANGE(s) (revised course(s) (no course fee addition/revision/removal)

- CIS 120 Introduction to Big Data
  - updated GECC outcomes
  - revised description
  - Effective 8/22/2021
- CIS 189 Internet Foundations
  - updated GECC outcomes
  - Effective 8/22/2021
- CIS 214 Scaling & Connecting Networks
  - prerequisite to 'CIS 210 or CIS 216'
  - updated GECC outcomes
  - Effective 8/22/2021
- CIS 262 Oracle DBMS Development
  - updated GECC outcomes
  - Effective 8/22/2021

## TRITON COLLEGE, District 504 Board of Trustees

Meeting of April 20, 2021 ACTION EXHIBIT NO. 16578

SUBJECT: <u>SELECTION OF STUDENT MEMBER OF BOARD OF TRUSTEES</u>

RECOMMENDATION:	That the Board of Trus	tees accept the results o	f the Student Board
of Trustees election for the 2021-2022 academic year. The Triton College Student Association			Student Association
held E-Board elections on	April 6 <sup>th</sup> and 7 <sup>th</sup> , 2021,	and Bertha Sanchez was	s elected as the new
Student Trustee with 39 vo	tes receivd.		
Submitted to Board by: Dr. Jod	jodikos i Koslow Martin, VP of	Enrollment Mgt & Stud	ent Affairs
<b>Board Officers' Signature</b>	es Required:		
Mark R. Stephe Chairman	ns	Elizabeth Potter Secretary	Date
Related forms requiring Bo	ard signature: Yes □	No 🗆	

## TRITON COLLEGE DISTRICT #504

SCHEDULE B43.13 VOLUME XLIII April 20, 2021

### Districtwide Schedule of Classes – Fall 2021

The following firms have been invited to submit bids for printing of the Fall 2021 Districtwide Schedule of Classes. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Twenty-nine (29) companies were directly solicited. Immediately after the closing hour for receiving bids, which was at 1:30 p.m. local time, Tuesday, March 23, 2021, 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 Pearl Street Astoria, IL. 60501 \$25,909.09

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 01-80300520-540200005

A/C Name Marketing-Printing

 Budget
 \$ 212,000.00

 Prev. Expend.
 183,352.79

 Schedule
 25,909.09

 Balance
 2,738.12

## **MEMORANDUM**

To: Sean Sullivan

From: Sam Tolia

Date: 3/25/21 Re: Bid Results

Five printers submitted a bid for the printing of the Fall 2021 Triton Credit Schedule. These bids are based on printing 147,000 copies at 48 pages plus cover. The cover prints four-color on 60# Gloss Enamel Text and the body prints two-color on 30# Newsprint. Also included in the bid is an electronic proof (PDF), saddlestitching, storage and simplified mailing.

The bids are as follows:

Castle Printech \$33,390

Indiana Printing and Publishing \$30,389

Breese Publishing \$28,352.50

Woodward Printing \$27,904

KK Stevens Publishing \$25,909.09

Accepting the bid from KK Stevens Publishing is recommended.

Districtwide Schedule of Classes Fall 2021					
Bid Tabulation					
Company Name:	KK Stevens Publishing	Woodward Printing	Breese Publishing	Indiana Printing and Publishing	Castle Printech
147,000 copies, 48 pages plus cover	\$ 25,909.09	\$ 27,904.00	\$ 27,235.00	\$ 30,389.00	\$ 33,390.00
Additional signatures + 4	\$ 1,942.11	\$ 609.00	\$ 6,600.00	\$ 1,078.00	\$ 1,200.00
+ 8	\$ 2,852.41	\$ -	\$ 3,903.00	\$ 2,109.00	\$ 2,000.00
+ 16	\$ 5,044.47	\$ -	\$ 5,779.00	\$ 4,212.00	\$ 3,200.00
less signatures - 4	\$ (736.05)	\$ (595.00)	\$ 1,036.00	\$ 1,031.00	\$ (400.00)
- 8	\$ (1,048.95)	\$ -	\$ 77.00	\$ 2,109.00	\$ (600.00)
- 16	\$ (4,300.52)	\$ -	\$ 5,452.00	\$ 6,369.00	\$ (800.00)
Additional M's	\$ 153.73	\$ 202.19	\$ 157.48	\$ 196.00	\$ 225.00
Inserts - Per 1,000	Included	\$ 25.00	\$ 15.00	\$ 22.00	\$ 70.00
Delivery	Included	Included	\$ 750.00	Included	Included
Simplified mailing	Included	Included	\$ 367.50	Included	Included
Storage	Included	Included	\$ -	Included	Included
Other Charges	None	Included	None	None	\$ -
Total:	\$ 25,909.09	\$ 27,904.00	\$ 28,352.50	\$ 30,389.00	\$ 33,390.00

# **SPECIFICATIONS**

NAME
Fall 2021 Triton College Districtwide Schedule of Classes
PAGES
Please provide quote for 48 page plus cover; quote cost of plus or minus four-page signatures.
QUANTITY
147,000; give price for additional M's.
SIZE
Tabloid format; 10 1/2" x 12", saddlestitch
INK
One color throughout (Black); four-color on front, inside front, back, and inside back cover.
PAPER
Cover: 60# gloss enamal text Body: Good quality, 30# newsprint  Note: Clearly indicate whether or not cost of paper is included in base price of bid.
BLEEDS
Cover bleeds 4-sides, Body bleeds 4-sides. (Finished trim size is 10 ½" x 12").
BINDERY
Saddlestitch
COPY
All files will be provided electronically (PDFs) approximately April 23, 2021.
PROOFS
At least one complete electronic proof (PDF) of the complete job is to be submitted to Triton College for approval before printing.

### **DELIVERY**

5000 schedules are to be delivered approximately May 6, 2021, in easy-to-handle bundles not to exceed 40 lbs. in weight to: Triton College Warehouse, 2000 Fifth Avenue, River Grove, Illinois 60171

## **STORAGE**

142,000 copies need to be stored until July 5, 2021.

### MAILING/2ND DELIVERY

142,000 copies to be prepared for simplified mailing and delivered approximately July 5, 2021 to the Palatine Post Office Facility, 1300 East Northwest Highway, Palatine, Illinois 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 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 EXEPTIONS TO THESE REQUIREMENTS.)

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

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) 465-0300, Ext. 3172

Castle Printech 121 Industrial Drive DeKalb, IL 60115

Reindl Printing, Inc. 1251 Yosemiti 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 33<sup>rd</sup> PI, 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, 262 W 147<sup>th</sup> St Harvey, IL 60426 Precise Printing Network 2190 Gladstone Ct Ste A Glendale Heights, IL 60139 Creekside Printing 1175 Davis Road Elgin, IL 60123

Breese Publishing P.O. Box 405 Breese, IL 62230 Regional Publishing Corp 12243 S Harlem Palos Heights, IL 60463 John S Swift 999 Commerce Ct Buffalo Grove, IL 60089

Woodward Printing Services 11 Means Drive Platteville, WI 53818 Mignone Communication, Inc. 169 S Jefferson St Berne, IN 46711 The Viking Printing Group 497 Widgeon Ln Bloomington, IL 60108

Custom Services 120 W Laura Drive Addison, IL 60101 Vouge Printers 820 S Northpoint Blvd Waukegan, IL 60085 FLC Graphics Inc. 4600 N Olcott Ave Harwood Helghts, IL 60706

PA Hutchison 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 Bloomingdale, IL 60108 Cenveo 101 Workman Court Eureka, MO 63025

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