

**The 789th Meeting
of
The Board of Trustees
June 27, 2023**



Mission, Vision, and Values Statements

Mission

Oakton is the community's college. By providing access to quality education throughout a lifetime, we empower and transform our students in the diverse communities we serve.

Vision

Dedicated to teaching and learning, Oakton is a student-centered college known for academic rigor and high standards. Through exemplary teaching that relies on innovation and collaboration with our community partners, our students learn to think critically, solve problems, and to be ethical global citizens who shape the world. We are committed to diversity, cultural competence, and achieving the equity in student outcomes.

Values

A focus on Oakton students is at the core of each of these values.

- We exercise **responsibility** through accountability to each other, our community, and the environment.
- We embrace the **diversity** of the Oakton community and honor it as one of our college's primary strengths.
- We advance **equity** by acknowledging the effects of systemic social injustices and intentionally designing the Oakton experience to foster success for all students.
- We uphold **integrity** through a commitment to trust, transparency, and honesty by all members of the Oakton community.
- We cultivate **compassion** within a caring community that appreciates that personal fulfillment and well-being are central to our mission.
- We foster **collaboration** within the college and the larger community and recognize our interdependence and ability to achieve more together.

Ratified by the Board of Trustees on March 21, 2017 and reaffirmed on September 20, 2022.

Land Acknowledgment for Oakton

Oakton is the community's college. We recognize that our community embodies a network of historical connections and contemporary relationships with Native peoples, families, students, and alumni. We continue to live and work on the traditional homelands stolen from many different Native peoples, including but not limited to the **Bodéwadomi (Potawatomi)**, **Ojibwe (Chippewa)**, **Odawaa (Ottawa)**, **Kiikaapoi (Kickapoo)**, **Mamaceqtaw (Menominee)**, **Myaamiaki (Miami)**, **Thakiwaki (Sac and Fox)** and **Hoocągra (Ho-Chunk)** nations. Others have settled and cared for this land from time immemorial. The land of our Des Plaines campus nurtured a large Potawatomi settlement along the Des Plaines River. This was a site of trade, travel, and gathering for many Native people. With the lush forests and vibrant river, these communities flourished in this beautiful land of biodiversity and reciprocity. These lands are still home to many Native people of many nations.

Approved by the Board of Trustees on December 13, 2022.



1600 East Golf Road
Des Plaines, Illinois 60016

Closed Session
5 p.m. – Room 1502

Agenda

1. Call to Order and Roll Call
2. Consideration of a motion to close the meeting to the public for the purpose of the following:
 - Review of closed session minutes of May 23, 2023
 - Consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees; the purchase or lease of real property for the use of the public body; and pending litigation
3. Consideration of a motion for adjournment
4. Adjournment

Open Session
6:30 p.m. – Room 1506

Individuals who wish to address the Board of Trustees during the Public Participation portion of the meeting should send an email to bsparks@oakton.edu including their name, town/affiliation, and the item they wish to address to the Board, no later than 6 p.m. on June 27, 2023.

The meeting will be broadcast on Oakton TV: <https://bit.ly/3IH1AUA>

Agenda

- Call to Order and Roll Call
- Pledge of Allegiance
- Land Acknowledgement
- V Approval of minutes of the May 23, 2023 regular meeting of the Board of Trustees
- Statement by the President
- Educational Foundation Liaison Report
- ICCTA Liaison Report
- Neurodiversity Liaison Report
- Student Trustee Report

Student Spotlight
 Comments by the Chair
 Trustee Comments
 Public Participation

New Business

Consent Agenda

- V 6/23-1a Approval of Adoption of Consent Agenda
 R 6/23-1b Approval of Consent Agenda Items 6/23-2 through 6/23-6
 6/23-2 Ratification of Payment of Bills for May 2023
 6/23-3 Acceptance of Treasurer's Report for May 2023
 6/23-4 Ratification of Actions of the Alliance for Lifelong Learning Executive Board
 6/23-5 Ratification and Supplemental Authorization to Pay Professional Personnel – Spring 2023 and Summer 2023
 6/23-6 Approval of Clinical Practice Agreements

Other Items

- R 6/23-7 Public Hearing and Adoption of Annual Budget for Fiscal Year 2023-2024
 a. Public Hearing
 b. Adoption of Annual Budget for Fiscal Year 2023-2024
 R 6/23-8 Authorization to Approve June Purchases
 a. Commercial Driver's License (CDL) Training Services
 b. Illinois Community College Trustee Association (ICCTA) Dues
 c. Transportation Services for Athletic Teams – One-Year Renewal
 d. Continuation of Employee Fringe Benefits: Life and Disability Insurance
 e. Engineering Services for Fire Pumps
 f. Digital Asset Management Software – Three-Year Renewal
 g. Student Engagement Portal – Three-Year Contract
 h. Software Maintenance for PowerFAIDS – One-Year Renewal
 i. Telephony Services – Five-Year Contract
 j. Interim Administrative Leadership Services
 k. Lightcast Career Coach Widget Builders – Three-Year Contract
 l. Oakton Monument Signage Replacement
 6/23-9 Preview and Initial Discussion of Upcoming Purchases
 R 6/23-10 Resolution authorizing and providing for the issue of not to exceed \$15,000,000 General Obligation (Limited Tax) Debt Certificates, Series 2023, of the District for the purpose of financing capital projects in and for the District, providing for the security for and means of payment for the Certificates, and authorizing the sale of the Certificates to the purchaser thereof

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| R | 6/23-11 | Approval of Program Agreement with NorthShore University HealthSystem to Establish Healthcare Career Programs and Pathways |
| R | 6/23-12 | Authorization to Hire Director of Major and Planned Giving |
| V | 6/23-13 | Acceptance of Administrator Resignation |
| R | 6/23-14 | Approval of Salaries for Administrators |
| R | 6/23-15 | Approval of Annual Salary Increase for the President |
| R | 6/23-16 | Authorization to Hire Full-Time, Tenure-Track Faculty Members |
| R | 6/23-17 | Approval of Annual Promotions in Rank |
| V | 6/23-18 | Acceptance of Updated Faculty Retirement |
| R | 6/23-19 | Authorization to Fund Proposed Trustee Travel |
| R | 6/23-20 | Approval of Policy Revision |
| V | 6/23-21 | Acceptance of the Illinois Community College Board (ICCB) FY2023 Trade School Program Grant |

Adjournment



Minutes of the May 23, 2023 Regular Meeting of the Board of Trustees of Community College District 535

The 788th meeting of the Board of Trustees of Community College District 535 was conducted on May 23, 2023 at the Des Plaines campus of Oakton College, 1600 East Golf Road, Des Plaines, Illinois.

Closed Session – Call to Order and Roll Call

Chair Yanow called the meeting to order at 5:28 p.m. in room 1502. Trustee Stafford called the roll:

Dr. Wendy Yanow	Chair	Present
Dr. Gail Bush	Vice Chair	Present
Mr. William Stafford	Secretary	Present
Ms. Theresa Bashiri-Remetio		Present
Ms. Martha Burns		Present
Mr. Benjamin Salzberg		Present
Ms. Marie Lynn Toussaint		Absent
Ms. Lydia Cruz	Student Trustee	Absent

Chair Yanow asked for a motion to go into closed session under the exceptions to the Illinois Open Meetings Act, with the purpose of reviewing closed session minutes of April 25, 2023; and considering the appointment, employment, compensation, discipline, performance, or dismissal of specific employees; the purchase or lease of real property for the use of the public body; and pending litigation.

Trustee Salzberg made the motion, seconded by Trustee Bush.

Trustee Stafford called the roll:

Ms. Bashiri-Remetio	Aye
Ms. Burns	Aye
Dr. Bush	Aye
Mr. Salzberg	Aye
Mr. Stafford	Aye
Dr. Yanow	Aye

Also present in room 1502 were Dr. Joianne Smith, President; Dr. Karl Brooks, CSSO/Vice President for Student Affairs; Mr. Edwin Chandrasekar, CFO/Vice President for Administrative Affairs; Dr. Colette Hands, CHRO; and Dr. Ileo Lott, Provost/Vice President for Academic Affairs.

At 5:59 p.m., Chair Yanow asked for a motion to adjourn the closed session meeting. Trustee Bush made the motion which was seconded by Trustee Salzberg. A voice vote was called and the closed session was adjourned.

Open Session – Call to Order and Roll Call

Chair Yanow called the regular meeting of the Board of Trustees to order at 6:08 p.m. in room 1506.

Trustee Stafford called the roll:

Dr. Yanow	Chair	Present
Dr. Bush	Vice Chair	Present
Mr. Stafford	Secretary	Present
Ms. Bashiri-Remetio		Present
Ms. Burns		Present
Mr. Salzberg		Present
Ms. Toussaint		Absent
Ms. Cruz	Student Trustee	Absent

Also present in room 1506:

Leadership: Dr. Joianne Smith, President; Dr. Karl Brooks, CSSO/Vice President for Student Affairs; Edwin Chandrasekar, Vice President for Administrative Affairs; Dr. Colette Hands, CHRO; Dr. Ileo Lott, Provost/Vice President for Academic Affairs; Katherine Sawyer, Chief Advancement Officer.

Administrators: Marc Battista, Associate VP of Workforce Education/Dean of Business and Career Technologies; Anne Brennan, Assistant VP for Academic Affairs and College Transitions; Steve Butera, Director of Communications and External Relations; Dr. Sebastian Contreras Jr., Dean of Student Success; Dr. Rick Daniels, Director of Student Life and Campus Inclusion; Dr. Ruben Howard, Director of Workforce Curriculum and Instruction; Jake Jeremiah, Dean of Library; David Kendrick, Director of Online Curriculum and Instruction; Linda Korbel, Dean of Liberal Arts; Joe Scifo, Director of Facilities; Prashant Shinde, Chief Information Officer; Daniel Weber, Registrar/Director of Registrar Services; Andy Williams, Controller; Dr. Ruth Williams, Assistant VP for Academic Affairs/Dean of Curriculum and Instruction.

Union Leaders: Jennifer Crowley, Classified Staff Association; Mary Hope Griffin, Adjunct Faculty Association; Peter Hudis, Full-Time Faculty Association.

Faculty: Olga Cedrina, Mathematics; Safa Hamed, Mathematics; Peter Hudis, Humanities and Philosophy; Teresa Kirwan, Nursing; Gary Mines, Chemistry; Sylvia Rosillo, Library; Bill Strond, Biology; Hanna Wierzchowski, Health Information Technology.

Staff: Philip Cronin, Media Services; Jeff Gossrow, Budget Office; Ewa Lyczewska, Communications; Beatriz Sparks, Special Assistant to the Board.

Students: Chris AbiNader, SGA President.

Guests: Brittany Coleman, new faculty hire; Mia Hardy, new administrator hire.

Pledge of Allegiance – Chair Yanow asked Trustee Bush to lead the pledge.

Land Acknowledgment – Trustee Stafford read the Land Acknowledgment.

Approval of Minutes

Chair Yanow asked for a motion for the approval of the minutes of the April 25, 2023 organizational and regular meetings of the Board of Trustees. Trustee Salzberg made the motion which was seconded by Trustee Bashiri-Remetio. A voice vote was called and the minutes were unanimously approved.

Statement by the President

Condolences

- To adjunct BNAT faculty Bibi Ukaegbu on the passing of her mother Cordelia.

Congratulations

- To 2023 Oakton graduates. Thank you to Rick Daniels and the Commencement Committee for creating a wonderful night of celebration.
- Congratulations to Women's Tennis Player Zarina Sayed who competed in the Division 1 women's tennis competition. Although she was eliminated in the second round, we are proud of her for advancing to the national competition.
- The Oakton Occurrence team received several awards during the ICJAA Journalism Conference:
 - Second Place for News Column, Division 1: Jenna Agan
 - Honorable Mention for Front Page Design, Division 1: Jenna Agan
 - Third Place for Front Page Design, Division 1: Nicholas Jordan
 - Third Place for News Photo, Division 1: Nicholas Jordan
 - Honorable Mention for Page Design, Division 1: Nicholas Jordan
 - Honorable Mention for Feature Writing, Division 1: Gabriela Krieger
 - First Place for Page Design, Division 1: Gabriela Krieger

- Manager of Career and Transfer Center Adrienne C. Smith and Lecturer Michelle Oh received the first Open Educational Resources Campus Kickstart Award for Growing Illinois Open Educational Resources Programs from the Illinois Association of College and Research Libraries (IACRL). Smith will build on her work to make her business courses free of textbook costs during the 2024 school year, and Oh will assess student outcomes when financial barriers are lowered.

Happenings

- May is Asian American and Pacific Islander Month and we have had several events, notably the Asian Night Market with over 40 vendors and more than 800 attendees registered.
- On May 24, the College will host a celebration for BNAT Credential Completers from Niles and Maine High Schools. 78 high school students have earned their BNAT Certification while still in high school.
- On May 25, in Amsterdam at the Nemo Museum, there will be a celebration of the International "All for One" 3D project that is a culmination of 2 years of Inter-European and transatlantic educational collaboration; involving around 60 students from 4 colleges (Nova College in the Netherlands, Teknikum Vaxjo in Sweden, BBS Soltau in Germany, and Oakton. This collaboration resulted in a 2.5 m statue based on the European Union's 17 Sustainable Development Goals. Faculty Members Lisa Cherivtch, Erick Rhone and Katherine Schuster are representing Oakton.
- On May 30 at the Skokie Campus, we will host an end of the year celebration for the Emory Williams Academy Scholars.
- Pride Club at Oakton will participate in the Des Plaines Community Pride Celebration from 3 - 7 p.m. on June 3. The event represents a collaboration between Main West High School GSA students, Speak Des Plaines, and over 50 different clubs and organizations serving the LGBTQIA+ communities in the north and northwest suburban areas. Pride Club students have played an active role in the planning of this event, and their leadership and social engagement truly reflect the values we hope to foster at Oakton.
- Oakton College's new art exhibit "Cyclical Nature of Emergence," featuring Julie Rotblatt-Amrany's multimedia installations bridging science and art while pondering the purpose of humankind. The exhibit — free and open to the public — runs from May 11 to June 29.
- On June 29, the Athletics department will be hosting their second golf outing. Registration ends June 9.

Educational Foundation Liaison Report

Fundraising commitments have steadily increased over the last month. Recent notable gifts include:

- \$10,000 gift from the Estate of Catherine Grimes to add support to the Catherine Willis Grimes Memorial Scholarship Fund.
- \$11,000 gift from retiree Gail Cohen to launch a new endowed scholarship fund in her name, supporting students who have interest in the environmental studies concentration.
- \$4,000 contribution from Chicago North Men's Senior Baseball League to support our Men's Baseball program fund.

Board members and donors have been reading and scoring Scholarship Essays over the last month in order to support the Office of Financial Assistance as they prepare for award distribution in the coming month.

Trustees and staff members from Northfield Township visited campus last week for a tour and partnership discussion, ensuring warm handoffs for students who need the assistance offered by these key community partners and that the Township has recruiting information to share with residents about Oakton. Northfield Township has provided \$100,000 in scholarship support for residents to attend Oakton next year and has a number of community resources to support residents with food insecurity, childcare, and other needs.

The Foundation Board's next quarterly meeting will take place on June 7. They will also hold a retreat on campus on June 29.

ICCTA Liaison Report

The Illinois Community College Trustees Association Sponsored the first in-person Illinois Community College Lobby Day since 2019, including the inaugural Illinois Community College Caucus legislative reception.

Advocacy:

ICCTA asked state lawmakers to support the following bills that support educational access in Illinois:

- Gov. JB Pritzker's proposed FY24 budget, which includes a 7% funding increase for community colleges
- House Bill 2503: Eliminates out-of-district tuition
- House Bill 3760: Creates the Public University Uniform Admission Pilot Program Act
- Senate Bill 2288: Mandates transfer from Illinois community colleges to four-year institutions (an Illinois Community College Board initiative)
- House Resolution 219: Encourages Illinois higher education institutions to adopt neurodiversity inclusion statements (an ICCTA initiative)

Called attention to SB 1907, which requires wellness kiosks on every college campus. ICCTA is asking for expiration dates to be included on any products distributed by the kiosks; and encouraged trustees to continue pursuing the expansion of Lifelong Learning and Training Accounts.

Member Engagement:

Announced the official slate of ICCTA officers for 2023-2024:

- Bishop Wayne Dunning (Richland) – vice president
- Shawn Boldt (Highland) – treasurer
- Tricia Murphy (Moraine Valley) – secretary

ICCTA members will elect officers during the June 2 Board of Representatives meeting in Normal.

ICCTA has secured a research intern from the University of Chicago for summer 2023. The intern will conduct demographic research on ICCTA membership, association awareness, and community college baccalaureate data and strategy; adopted the association's Fiscal Year 2024 budget; the Illinois Community College Marketing Collaborative is hiring a part-time director to implement a statewide branding initiative.

The Annual Meeting of the ICCTA Board of Representatives meeting will take place on Saturday morning, June 3, 2023, at the Bloomington-Normal Marriott Hotel & Conference Center in Normal.

Neurodiversity Liaison Report

Trustee Bush shared that after the success of the April 21 neurodiversity panelist event, the task force is in the process of obtaining feedback. A survey was sent to neurodiverse students who are being served by the Access and Disability Resource Center (ADRC). Based on the results of the survey, the issues that seem to be rising to the top above all other concerns are life skills and independence.

Trustee Bush also added to what Chair Yanow mentioned regarding HR219. The resolution has passed as Neurodiversity in Higher Ed, and the official summary is that it encourages Illinois institutions of higher education to embrace the neurodiversity paradigm, and adopt a statement of inclusivity of neurodivergent individuals that appreciates and embraces the fact that every student is different, and should be encouraged to reach their full potential.

The neurodiversity task force as a neurodiversity statement in draft form. The team will meet on May 31.

Student Trustee Report – Student Trustee was absent.

Comments by the Chair

Chair Yanow indicated that Commencement was a beautiful event, and thanked the commencement committee for their work. She also shared that the two student speakers, Lucia Rosario Zdehnalik and Consuelo Moreno, did an extraordinary job.

Trustee Comments

Trustee Burns shared that graduation is one of her favorite events at Oakton, and unfortunately, she was not able to make it this year. She is grateful to the administration, faculty, staff and students, and recognizes the efforts that are being made. She congratulated the class of 2023. Trustee Burns also thanked Edwin Chandrasekar, Andy Williams and Trinh Than for their time to meet with her to discuss the procurement process. Finally, she indicated that she would like to have an update on the Emory Williams Academy for Black Men, and Chair Yanow responded that is the plan.

Trustee Salzberg congratulated the class of 2023, and thanked Oakton employees for all their work.

Public Participation

Professor of Biology Bill Strond shared that the surrounding community has expressed interest in the salamander project after all eggs were released, and he has been contacted by The Grove to help them with their own project. Professor Strond also commended the board for all their initiatives to support minority and under-privileged students, and suggested the inclusion of words related to the flora and fauna on campus in the Land Acknowledgment to recognize that many organisms have been present in the area longer than any human.

Report: FY2024 Budget Highlights

Edwin Chandrasekar, Vice President for Administrative Affairs
 Joseph Scifo, Director of Facilities
 Prashant Shinde, Chief Information Officer

The FY2024 budget is aligned with the new Vision 2030 Strategic Plan. The College is adjusting its focus on larger principles and identifying opportunities. The budget development team looked at initiatives that can be pursued in the next 12-18 months which will have the greatest impact in accelerating progress towards the 2030 destination.

The technology experience in 2030 will be learner-centered and powered by technology; it will be more personalized, more secure, and more accessible. Technology investments in FY 2024 include a D2L call center support, Ellucian Experience, SoftDocs document management and a student engagement portal.

	Student Experience in 2030	FY2024 Student Experience Investments
Future Focused	Career relevant with an active learning ecosystem	Zogotech Pathways Implementation
Employer Connected	Workforce responsive partnerships	Healthcare Education Center at Northshore
Blurring Boundaries	High school – College workforce	Staffing Support

Destination experience in 2030 will have

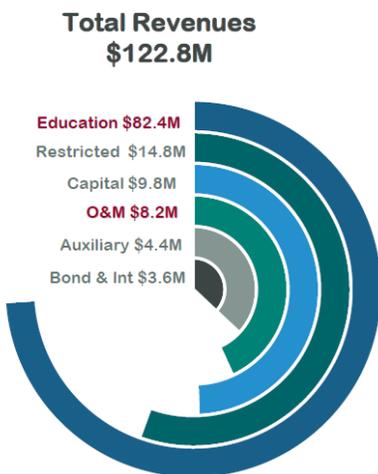
- Smart operations: sustainable and efficient
- Smart mobility: Campus accessibility and safety
- Smart classrooms: NextGen rooms and labs
- Classroom Technology Improvements
- Skokie Learning Commons
- Building Operations and System Upgrades

FY2024 SELECT CONSTRUCTION PROJECTS

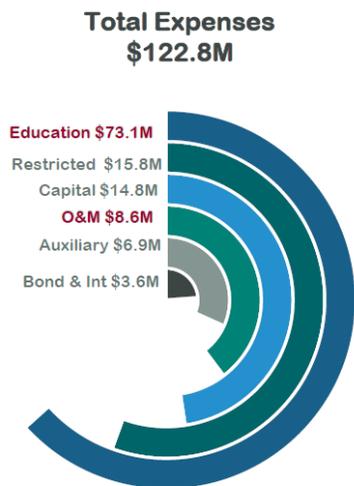
CONTINUING	Total Cost	FY24 Spend	Des Plaines	Skokie
Courtyards	\$800,000	\$550,000	X	
Learning Commons	\$3,300,000	\$3,063,000		X
Workplace Adjacencies	\$1,900,000	\$1,700,000	X	
TenHoeve Wing Remodeling	\$750,000	\$684,500	X	
Hardware and Master Keying	\$3,000,000	\$1,000,000	X	X
Domestic Hot Water Pump Replacement	\$130,000	\$115,000		X
Electrical Switchgear Upgrades	\$100,000	\$50,000		X
Boiler Replacement	\$1,438,000	\$1,238,000		X
UPCOMING	Total Cost	FY24 Spend	Des Plaines	Skokie
Landscape Improvements	\$1,144,000	\$823,700	X	X
Baseball Field Renovations	\$1,077,000	\$1,000,000	X	
Exterior Envelope	\$1,913,000	\$870,000	X	X
Washroom Upgrades	\$2,500,000	\$500,000	X	
Security Camera System	\$1,500,000	\$500,000	X	X
Plumbing	\$800,000	\$350,000		
Fire Sprinkler/ Fire Pump	\$350,000	\$350,000	X	X
Flooring	\$2,168,000	\$275,000	X	
HVAC Upgrades	\$467,780	\$200,000	X	X
Electrical Service Motor Controls	\$700,000	\$150,000	X	
Emergency Power Generator Replacement	\$400,000	\$100,000		X

FY2024 Budget Highlights

FY2024 BUDGET (ALL FUNDS)



- Total Revenues for All Funds \$122.8M
- Operating Revenues = \$90.6M
- Total Expenses for All Funds \$122.8M
- Operating Expenses = \$81.7M
- Individual Funds & Total Funds are Structurally Balanced
- Capital Projects \$14.8M

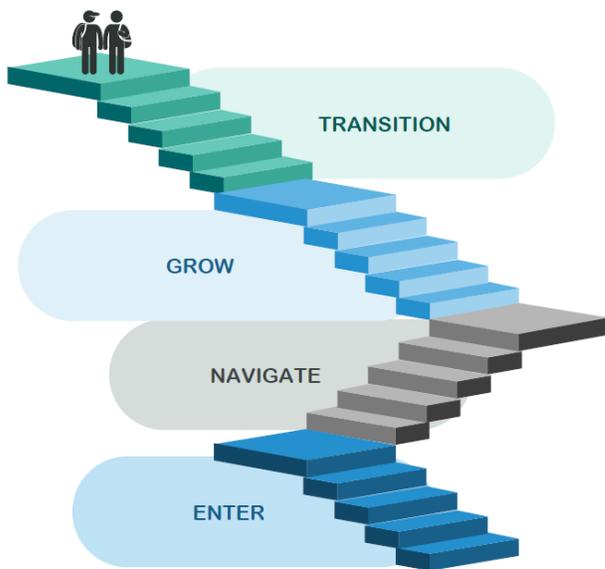


FY2024 OPERATING BUDGET ASSUMPTIONS

Revenue Driver	Assumption	Expense Driver	Assumption
Local Property Tax CPPRT	CPI \$1.4M ((capped by PTELL) \$2.0M	Salaries	Contractual Agreements
State Appropriations	75% of base operating grant	Health Insurance	8.0% CY2024;; 12.2% CY2023 (\$1.3M increase)
Enrollment	Flat credit hours from FY2023	Mission Critical & Equity Investments	\$1.3M
Student Tuition & Fees	No increases since FY2018	Materials & Contracted Services	\$0.6M increase over FY2023
Interest/Investment Income	\$2.5M	Operational	\$0.9M increase over FY2023



ADVANCING EDUCATIONAL EQUITY



Ensuring existing pathways are aligned with the labor market is important, but success and equity within those pathways also demand attention

Getting more students in the door to pursue the opportunity of earning a degree or high-quality credential is one of the greatest catalysts for economic mobility

NEW BUSINESS

5/23-1a Approval of Consent Agenda

Trustee Salzberg offered: “Be it resolved that the Board of Trustees of Community College District 535 approves adoption of the Consent Agenda.”

Trustee Bush seconded the motion. A voice vote was called and the motion passed unanimously.

5/23-1b Approval of Consent Agenda Items 5/23-2 through 5/23-9

Trustee Bush offered: "Be it resolved that the Board of Trustees of Community College District 535 approves the following items 5/23-2 through 5/23-9 as listed in the Consent Agenda."

5/23-2 Ratification of Payment of Bills for April 2023

"Be it resolved that the Board of Trustees of Community College District 535 hereby ratifies expenditures and release of checks by the Treasurer of Community College District 535 in the amount of \$6,854,614.34 for all check amounts as listed and for all purposes as appearing on a report dated April 2023."

5/23-3 Acceptance of Treasurer's Report for April 2023

"Be it resolved that the Board of Trustees of Community College District 535 receives for filing as a part of the College's official records, the report of the Treasurer for the month of April 2023."

5/23-4 Compliance with Open Meetings Act, Closed Session Minutes

"Be it resolved that the Board of Trustees of Community College District 535 hereby determines that the minutes of the Board closed session meetings on September 15, 2020, June 28, 2022 (executive committee), and March 21, 2023 (executive committee) no longer require confidential treatment and are released for public inspection."

5/23-5 Action on Recordings of Closed Session Minutes

"Be it resolved that the Board of Trustees of Community College District 535 recommends the destruction of the verbatim audio recordings of meetings held on February 16, 2021, March 16, 2021, April 27, 2021, May 25, 2021, June 29, 2021 and August 17, 2021."

5/23-6 Ratification of Actions of the Alliance for Lifelong Learning Executive Board

"Be it resolved that the Board of Trustees of Community College District 535, in its capacity as governing board of the administrative district of the Alliance for Lifelong Learning Program, ratifies and approves the actions of the Executive Board in items a to b as stipulated above, and hereby approves the expenditures in the amount not to exceed \$10,934.23 for all funds listed in item a."

5/23-7 Ratification of Actions of the Alliance for Lifelong Learning Governing Board

"Be it resolved that the Board of Trustees of Community College District 535, in its capacity as Governing Board of the administrative district of the Alliance for Lifelong Learning Program, ratifies and approves the actions of the Executive Board in items one and two as stipulated above."

5/23-8 Supplemental Authorization of Payment of Professional Personnel – Spring 2023

"Be it resolved that the Board of Trustees of Community College District 535 approves an adjustment of \$31,137.08 to the total amount of part-time teaching salaries paid during the spring 2023 semester; the revised, total payment amount is \$3,524,099.71."

"Be if further resolved that the Board of Trustees of Community College District 535 approves an adjustment of \$2,493.10 to the total amount of faculty overload salaries paid during the spring 2023 semester; the revised, total payment amount is \$681,850.80."

5/23-9 Approval of Clinical Practice Agreements

"Be it resolved that the Board of Trustees of Community College District 535 approves the following cooperative agreement:

Health Information Technology.”

Trustee Stafford seconded the motion and called the roll:

Ms. Bashiri-Remetio	Aye
Ms. Burns	Aye
Dr. Bush	Aye
Mr. Salzberg	Aye
Mr. Stafford	Aye
Dr. Yanow	Aye

The motion carried.

5/23-10 Authorization to Schedule a Budget Hearing and Publish a Notice Placing Fiscal Year 2024 Budget on Public Display

Trustee Bush offered: “Be it resolved that the Board of Trustees of Community College District 535, authorizes the budget hearing and approval to publish the notice placing the Fiscal Year 2024 budget on public display.”

Trustee Bashiri-Remetio seconded the motion. Trustee Stafford called the roll:

Ms. Bashiri-Remetio	Aye
Ms. Burns	Aye
Dr. Bush	Aye
Mr. Salzberg	Aye
Mr. Stafford	Aye
Dr. Yanow	Aye

The motion carried.

5/23-11 Resolution to Establish Decennial Committee on Local Government Efficiency

Trustee Stafford offered: “Be it resolved that the Board of Trustees of Community College District 535 adopts the Resolution to Establish Decennial Committee on Local Government Efficiency attached hereto.”

Trustee Bashiri-Remetio seconded the motion. Trustee Stafford called the roll:

Ms. Bashiri-Remetio	Aye
Ms. Burns	Aye
Dr. Bush	Aye
Mr. Salzberg	Aye
Mr. Stafford	Aye
Dr. Yanow	Aye

The motion carried.

5/23-12 Resolution to Approve the Appointment of Committee Members to Serve on the Decennial Committee on Local Government Efficiency

Trustee Salzberg offered: “Be it resolved that the Board of Trustees of Oakton Community College 535 adopts the Resolution to Approve the Appointment of Committee Members to Serve on the Decennial Committee on Local Government Efficiency attached hereto.”

Trustee Bashiri-Remetio seconded the motion. Trustee Stafford called the roll:

Ms. Bashiri-Remetio	Aye
Ms. Burns	Aye
Dr. Bush	Aye
Mr. Salzberg	Aye
Mr. Stafford	Aye

Dr. Yanow Aye

The motion carried.

5/23-13 Authorization to Approve May Purchases

Trustee Bush offered: "Be it resolved that the Board of Trustees of Community College District 535 authorizes the approval of the attached resolutions, as stipulated in the following agenda items, for the purchase of the following:

<u>Item</u>	<u>Page(s)</u>	<u>Description</u>	<u>Vendor and Location</u>	<u>Amount</u>
5/23-13a	1	Library Services (CARLI and NILRC) – One-Year Contract Renewal	CARLI Champaign, IL	\$100,000.00
			NILRC Blanchardville, WI	\$100,000.00
5/23-13b	1	TargetX Professional Consulting Services	Ms. Xia Yue Buffalo Grove, IL	\$65,000.00
5/23-13c	1	Award Management Essentials – Blackbaud, Inc Software – Three-Year Contract Renewal	Blackbaud, Inc Charleston, SC	\$78,768.00
5/23-13d	1	Storage Area Network and Hardware Support and Maintenance – Three-Year Contract	SHI International Corp Somerset, NJ 08873	\$326,800.53
5/23-13e	1	Automated Logic – Three-Year Contract Renewal	Automated Logic Contracting Services, Inc Lisle, IL	\$ 144,414.00
5/23-13f	1	New Holland Skid Steer with Pusher Blade	ALTA Equipment Company South Elgin, IL	\$76,866.00
5/23-13g	2	EAB Community College Executive Forum Program – Three-Year Contract	EAB Global, Inc	\$70,500.00
5/23-13h	1	Executive Leadership Team Coaching	StarWorks Leadership, LLC Winnetka, IL	\$40,000.00
5/23-13i	2	Wide Area Networking and Internet Services – Five-Year Contract	Astound Business Solutions, LLC Princeton, NJ	\$98,580.00
			Comcast Business Communications, LLC Philadelphia, PA	\$167,340.00
GRAND TOTAL:				\$1,268,268.53."

Trustee Salzberg seconded the motion. Trustee Stafford called the roll:

Ms. Bashiri-Remetio Aye
 Ms. Burns Aye
 Dr. Bush Aye
 Mr. Salzberg Aye
 Mr. Stafford Aye

Dr. Yanow Aye

The motion carried.

5/23-14 Resolution to Reject Bid Submitted for the Purchase of Landscaping at Various Sites Project

Trustee Yanow offered: "Be it resolved that the Board of Trustees of Community College District 535 rejects all bids submitted for the purchase of the Landscaping at Various Sites Project in response to Bid# 0331-23-09."

Trustee Bashiri-Remetio second the motion. Trustee Stafford called the roll:

Ms. Bashiri-Remetio Aye
 Ms. Burns Aye
 Dr. Bush Aye
 Mr. Salzberg Aye
 Mr. Stafford Aye
 Dr. Yanow Aye

The motion carried.

5/23-15 Preview and Initial Discussion of Upcoming Purchases

The following purchases will be presented for approval at an upcoming Board of Trustees meeting:

- a. Illinois Community College Trustees Association (ICCTA) – One-Year Renewal
- b. Commercial Driver's License (CDL) Training
- c. Adobe Creative Cloud Software Lease and Support – One-Year Renewal
- d. Software Maintenance for PowerFAIDS – One-Year Renewal
- e. Transportation Services for Athletic Teams
- f. Engineering Services for Fire Pump and Fire Sprinklers
- g. Engineering Services for Skokie Backup Generator
- h. Engineering Services for Motor Controls
- i. Monument Signage
- j. Bynder Digital Asset Management (DAM) Software – Three-Year Renewal
- k. Insurance Plans (ICCRMC) – One-Year Renewal
- l. Continuation of Employee Fringe Benefits: Life and Disability Insurance
- m. Student Engagement Portal

5/23-16 Authorization to Hire Dean of Liberal Arts

Trustee Bush offered: "Be it resolved that the Board of Trustees of Community College District 535 approves the appointment of Dr. Mia Hardy as Dean of Liberal Arts effective July 17, 2023, at an annual salary of \$130,000. That salary will be prorated for the period of July 17, 2023 through June 30, 2024."

Trustee Salzberg seconded the motion. Trustee Stafford called the roll:

Ms. Bashiri-Remetio Aye
 Ms. Burns Aye
 Dr. Bush Aye
 Mr. Salzberg Aye
 Mr. Stafford Aye
 Dr. Yanow Aye

The motion carried.

5/23-17 Authorization to Hire Full-Time, Tenure-Track Faculty Members

Trustee Bashiri-Remetio offered: "Be it resolved that the Board of Trustees of Community College District 535 approves the attached resolutions for the hiring of Ms. Brittany

Coleman and Dr. Terence Sinabajije as full-time, tenure-track faculty for the 2023-2024 academic year, beginning in August 2023. They will receive the salary associated with the lane and step described as follows:

Name	Academic Rank and Assignment	Lane-Step, Base Salary
Ms. Brittany Coleman	Assistant Professor, Library	B-3 \$59,617
Dr. Terence Sinabajije	Assistant Professor, Psychology	E-2 \$66,801."

Trustee Stafford seconded the motion and called the roll:

Ms. Bashiri-Remetio	Aye
Ms. Burns	Aye
Dr. Bush	Aye
Mr. Salzberg	Aye
Mr. Stafford	Aye
Dr. Yanow	Aye

The motion carried.

5/23-18 Acceptance of a Full-Time Faculty Resignation

Trustee Yanow offered: "Be it resolved that the Board of Trustees of Community College District 535 accepts the resignation of Bradley Young effective May 17, 2023."

Trustee Bashiri-Remetio seconded the motion. A voice vote was called and the motion was unanimously approved.

5/23-19 Approval of Policy Revisions

Trustee Salzberg offered: "Be it resolved that the Board of Trustees of Community College District 535 hereby approves revisions to policy 3003, attached hereto."

Trustee Bush seconded the motion. Trustee Stafford called the roll:

Ms. Bashiri-Remetio	Aye
Ms. Burns	Aye
Dr. Bush	Aye
Mr. Salzberg	Aye
Mr. Stafford	Aye
Dr. Yanow	Aye

The motion carried.

5/23-20 First Read of Policy Revision

Trustee Bashiri-Remetio offered: "Be it resolved that the Board of Trustees of Community College District 535 hereby accepts for review the proposed revisions to Policy 5123 attached hereto with action to take place at the next regularly scheduled Board meeting."

Trustee Stafford second the motion. A voice vote was called and the motion passed unanimously.

5/23-21 Acceptance of Illinois Green Economy Network (IGEN) Sub-Award for Illinois Environmental Protection Agency Grant for the Agriculture Curriculum Project

Trustee Stafford offered: "Be it resolved that the Board of Trustees of Community College District 535 accept \$1,600 in federal funding through the Illinois Green Economy Network (IGEN) Sub-Award for Illinois Environmental Protection Agency."

Trustee Yanow seconded the motion. A voice vote was called and the motion passed unanimously.

Adjournment

Chair Yanow announced that the next regularly scheduled meeting of the Board of Trustees of Oakton Community College, District 535, will be held at 6 p.m. on Tuesday, June 27, 2023 at the Des Plaines Campus.

Trustee Stafford made a motion to adjourn the meeting, which was seconded by Trustee Salzberg. A voice vote was called and the meeting was adjourned at 8:01 p.m.

Wendy B. Yanow, Board Chair

William Stafford, Board Secretary

Minutes recorded by:
Beatriz Sparks
5/2023

Approval of Adoption of Consent Agenda

“Be it resolved that the Board of Trustees of Community College District 535 approves adoption of the Consent Agenda.”

Approval of Consent Agenda Items 6/23-2 through 6/23-6

“Be it resolved that the Board of Trustees of Community College District 535 approves the following items 6/23-2 through 6/23-6 as listed in the Consent Agenda:

- 6/23-2 Ratification of Payment of Bills for May 2023
- 6/23-3 Acceptance of Treasurer’s Report for May 2023
- 6/23-4 Ratification of Actions of the Alliance for Lifelong Learning Executive Board
- 6/23-5 Ratification and Supplemental Authorization to Pay Professional Personnel –
Spring 2023 and Summer 2023
- 6/23-6 Approval of Clinical Practice Agreements.”

Ratification of Payment of Bills for May 2023

The check register detailing the regular monthly bills for May 2023 was sent out June 22, 2023. The totals by fund are on page 2. This includes approval of travel reimbursements for May 2023.

Board Chair

Board Secretary

EC:mw
6/2023

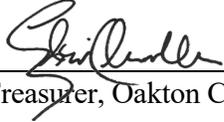
President's Recommendation:

That the Board adopts the following resolution (*if not adopted in the Consent Agenda*):

“Be it resolved that the Board of Trustees of Community College District 535 hereby ratifies expenditures and release of checks by the Treasurer of Community College District 535 in the amount of \$6,546,402.21 for all check amounts as listed and for all purposes as appearing on a report dated May 2023.”

OAKTON COMMUNITY COLLEGE
COMMUNITY COLLEGE DISTRICT 535

I hereby certify that materials and/or services for the Education Fund, Operations, Building and Maintenance Fund, Operations, Building and Maintenance Fund (Restricted), Auxiliary Enterprise Fund, and Restricted Purposes, Working Cash, Trust/Agency, Audit, Liability, Protection & Settlement, and Social Security Medicare Fund, and also includes approval of travel reimbursements for May 2023, represented by checks on pages 1-17 numbered !0002551 - !0002568, !0002570 - !0002596, !0002598 - !0002626, !0002628 - !0002646, !0002648 - !0002672, !0002674 - !0002675, A0161241 - A0161330, A0161332 - A0161669 and A0161671 - A0161693 on the check register, have been received, supporting invoices audited and that these checks were in order for issuance and are hereby listed for ratification by the Board of Trustees.



Treasurer, Oakton Community College District 535

RECAPITULATION	<u>Gross Checks Issued</u>				
	Fund	Payroll	Accounts Payable	Sub-Total	Voided Checks
Education	\$ 3,988,895.04	\$ 756,968.82	\$ 4,745,863.86	\$ -	\$ 4,745,863.86
Operation, Building And Maintenance Fund	\$ 324,753.66	\$ 148,286.00	\$ 473,039.66	\$ -	\$ 473,039.66
Maintenance Fund (Restricted)		\$ 353,051.35	\$ 353,051.35	\$ -	\$ 353,051.35
Bond And Interest	-	-	-	-	-
Auxiliary Enterprise	\$ 150,984.34	\$ 456,365.11	\$ 607,349.45	\$ -	\$ 607,349.45
Restricted Purpose	\$ 240,916.96	\$ 92,208.08	\$ 333,125.04	\$ -	\$ 333,125.04
Working Cash			\$ -	\$ -	\$ -
Trust/Agency	\$ 1,000.45	\$ 3,149.66	\$ 4,150.11	\$ (286.94)	\$ 3,863.17
Audit			\$ -		\$ -
Liability, Protection & Settlement		\$ 10,815.00	\$ 10,815.00	\$ -	\$ 10,815.00
Social Security/Medicare		\$ -	\$ -	\$ -	\$ -
Loan		\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 4,706,550.45	\$ 1,820,844.02	\$ 6,527,394.47	\$ (286.94)	\$ 6,527,107.53
STUDENT GOVERNMENT	\$ -	\$ 19,007.74	\$ 19,007.74	\$ -	\$ 19,007.74
TOTAL PER REPORT	\$ 4,706,550.45	\$ 1,839,851.76	\$ 6,546,402.21	\$ (286.94)	\$ 6,546,115.27

STUDENT GOVERNMENT AFFIDAVIT
OAKTON COMMUNITY COLLEGE
COMMUNITY COLLEGE DISTRICT 535

Certification of Treasurer

I hereby certify that materials and/or services represented by checks on pages 1-17 numbered !0002565, !0002567, !0002570, !0002642, !0002659, !0002662, !0002667, !0002669, A0161318, A0161400, A0161515, A0161565, A0161571, A0161619, A0161628, A0161641 and A0161688 have been received, supporting invoices audited and that these checks were in order for issuance and are hereby listed for ratification by the Student Government.



Treasurer, Community College District 535

Approval of Expenditures

The Student Government of Community College District 535 hereby ratifies expenditures in the amount of \$19,007.74 for student activities as listed, and ratifies release of these checks as listed above by the Treasurer of Community College District 535 for all purposes as appearing on a report dated May 2023.

Student Government Association

Acceptance of Treasurer's Report for May 2023

The Treasurer's comments that highlight the significant areas for this report are on page 3. The President asks that questions on the general significance of this month's report be directed to her with the understanding that she will refer questions of detail to the Treasurer for amplification.

EC:mw
6/2023

President's Recommendation:

That the Board adopts the following resolution (*if not adopted in the Consent Agenda*):

"Be it resolved that the Board of Trustees of Community College District 535 receives for filing as a part of the College's official records, the report of the Treasurer for the month of May 2023."

OAKTON COMMUNITY COLLEGE
COMMUNITY COLLEGE DISTRICT 535
TREASURER'S REPORT

May 2023

Edwin Chandrasekar
Vice President for Administrative Affairs
W. Andy Williams
Controller, Budget and Accounting Services

Treasurer's Comments on May 2023 Financial Statements

Page 4. Financial Position Statement

Cash and investments

Monthly collections included \$2.1 million in tuition and fees, \$674,000 in replacement tax revenues, \$597,000 in interest earnings, \$320,000 for the credit hour grant, \$184,000 in adult education grant funds, \$95,000 in TRIO grant funds, and \$61,000 in Perkins grant funds.

Net cash and investments decreased \$3.9 million from the previous month, as expected.

Page 5. Summary of Education and Operations and Maintenance Funds Revenues and Expenditures

Revenues

At the end of May, revenues were \$86.3 million or 108% of the prorated budget, compared to \$84.8 million, or 107% for the previous year. Tuition and fees totaled \$20.7 million year to date, or 107% of the prorated budget. Fall and spring credit hours were higher than projected, resulting in additional tuition revenue. Last year, tuition and fees totaled \$19.1 million or 93% of the prorated budget. Revenues from tuition and fees are recorded as billed.

Expenditures

The current year's total actual operating expenditures were \$66.5 million. The operating expenditures are \$4.2 million (6.7%) above prior year's actual expenditures of \$62.3 million for the same period. Net transfers total \$7.2 million.

OAKTON COMMUNITY COLLEGE
FINANCIAL POSITION OF FUNDS AS OF
May 31, 2023
(IN THOUSANDS)

	Education	Operations & Maintenance	Operations & Maintenance (Restricted)	Bond And Interest	General Long term Debt	Working Cash Auxiliary Agency Restricted	Investment In Plant	Social Security Medicare Audit Tort	Retiree Health Ins.	Total All Funds
ASSETS										
Cash	\$ 2,360	\$ 137	\$ 665	\$ -	\$ -	\$ 1,328	\$ -	\$ 39	\$ 506	\$ 5,035
Taxes Receivable	27,601	2,908	-	1,424	-	-	-	(19)	-	31,914
Student Tuition Receivable	6,210	1	5	-	-	710	-	-	-	6,926
Government Funds Receivable	(17)	-	-	-	-	525	-	41	-	549
Lease Receivable	14,271	-	-	-	-	-	-	-	-	14,271
Accrued Interest	426	59	57	-	-	11	-	4	147	704
Other Receivables	615	-	-	-	-	23	-	-	-	638
Investments										
Short-term	81,038	12,353	13,097	2,492	-	2,595	-	1,379	33,309	146,263
Long-term	22,906	3,149	4,053	-	-	376	-	128	7,567	38,179
Due from (to) Other Funds	(17,500)	-	-	(20)	-	14,500	-	-	-	(3,020)
Inventories - Prepays	138	-	-	-	56	343	-	-	-	537
Total Current Assets	138,048	18,607	17,877	3,896	56	20,411	-	1,572	41,529	241,996
Net Investment in Plant	-	-	-	-	-	-	105,333	-	-	105,333
Intangible Assets	-	-	-	-	-	-	558	-	-	558
Total Assets	<u>\$ 138,048</u>	<u>\$ 18,607</u>	<u>\$ 17,877</u>	<u>\$ 3,896</u>	<u>\$ 56</u>	<u>\$ 20,411</u>	<u>\$ 105,891</u>	<u>\$ 1,572</u>	<u>\$ 41,529</u>	<u>\$ 347,887</u>
Deferred Outflows - CIP and College Plan	-	-	-	-	-	-	-	-	1,585	1,585
Total Assets and Deferred Outflows of Resources	<u>\$ 138,048</u>	<u>\$ 18,607</u>	<u>\$ 17,877</u>	<u>\$ 3,896</u>	<u>\$ 56</u>	<u>\$ 20,411</u>	<u>\$ 105,891</u>	<u>\$ 1,572</u>	<u>\$ 43,114</u>	<u>\$ 349,472</u>
LIABILITIES AND NET POSITION										
Payables	\$ 804	\$ -	\$ -	\$ -	\$ -	\$ 153	\$ -	\$ -	\$ -	\$ 957
Accrued Interest Payable	-	-	-	-	113	-	-	-	-	113
Deferred Tuition Revenue	7,693	-	83	-	-	329	-	-	-	8,105
Accruals	3,850	267	-	-	-	247	-	-	-	4,364
Bonds Payable	-	-	-	-	44,927	-	-	-	-	44,927
Lease Liability	-	-	-	-	347	-	-	-	-	347
OPEB Liability	-	-	-	-	-	-	-	-	39,740	39,740
Total Liabilities	<u>12,347</u>	<u>267</u>	<u>83</u>	<u>-</u>	<u>45,387</u>	<u>729</u>	<u>-</u>	<u>-</u>	<u>39,740</u>	<u>98,553</u>
Deferred Inflows of Resources - Property Taxes	30,058	4,456	-	1,733	-	-	-	56	-	36,303
Deferred Inflows - CIP and College Plan	-	-	-	-	-	-	-	-	10,670	10,670
Deferred Inflows - Leases	14,271	-	-	-	-	-	-	-	-	14,271
Total Liabilities and Deferred Inflows of Resources	<u>56,676</u>	<u>4,723</u>	<u>83</u>	<u>1,733</u>	<u>45,387</u>	<u>729</u>	<u>-</u>	<u>56</u>	<u>50,410</u>	<u>159,797</u>
Net Position										
Unrestricted	81,371	13,885	17,795	-	-	3,477	-	-	(7,297)	109,231
Restricted	-	-	-	-	-	16,207	-	1,516	-	17,723
Debt Service	-	-	-	2,163	(45,330)	-	-	-	-	(43,167)
Plant	-	-	-	-	-	-	105,891	-	-	105,891
Total Net Position	<u>81,371</u>	<u>13,885</u>	<u>17,795</u>	<u>2,163</u>	<u>(45,330)</u>	<u>19,684</u>	<u>105,891</u>	<u>1,516</u>	<u>(7,297)</u>	<u>189,678</u>
TOTAL LIABILITIES & NET POSITION	<u>\$ 138,047</u>	<u>\$ 18,608</u>	<u>\$ 17,878</u>	<u>\$ 3,896</u>	<u>\$ 57</u>	<u>\$ 20,413</u>	<u>\$ 105,891</u>	<u>\$ 1,572</u>	<u>\$ 43,113</u>	<u>\$ 349,475</u>

**OAKTON COMMUNITY COLLEGE
EDUCATION AND OPERATIONS AND MAINTENANCE FUNDS
SUMMARY OF REVENUES AND EXPENDITURES
ELEVEN MONTHS ENDED MAY 31, 2023**

	Operating Budget (000)	Prorated Budget (000)	Actual (000)	As a % of Prorated Budget	
				Current	Last Year
REVENUES (cash and accrual basis)					
Property Taxes (accrual basis)	\$ 58,154	\$ 53,308	\$ 52,561	99%	102%
Replacement Tax	1,400	1,283	3,453	269%	351%
State Revenue	3,928	3,601	5,389	150%	207%
Federal Revenue	1,800	1,650	945	57%	143%
Tuition and Fees	19,154	19,288	20,650	107%	93%
Other	1,009	925	3,302	357%	16%
TOTAL REVENUES	\$ 85,445	\$ 80,055	\$ 86,300	108%	107%
EXPENDITURES (accrual basis)					
Instructional	\$ 30,557	\$ 28,011	\$ 27,412	98%	100%
Academic Support	19,667	18,028	16,788	93%	88%
Student Services	8,388	7,689	6,542	85%	80%
Public Services	1,314	1,205	1,032	86%	83%
Operations and Maintenance	8,053	7,382	6,314	86%	80%
General Administration	7,026	6,441	6,075	94%	88%
General Institutional	310	284	2,483	874%	147%
Contingency	1,809	1,658	-	0%	0%
TOTAL EXPENDITURES	\$ 77,124	\$ 70,697	\$ 66,646	94%	89%
Revenues over (under) expenditures	8,321	9,358	19,654		
Net Fund transfers					
To Retiree Health Insurance Fund	(2,000)	(1,833)	-		
To O & M Fund (Restricted)	(2,500)	(2,292)	(2,292)		
To Auxiliary Fund and Alliance	(2,474)	(2,268)	(2,268)		
To Restricted Purpose Fund	(100)	(92)	(92)		
To Liability, Protection & Settlement Fund	(713)	(654)	(654)		
To Social Security/Medicare Fund	(824)	(755)	(755)		
From Working Cash Fund: Interest	290	266	266		
Total Transfers	\$ (8,321)	\$ (7,628)	\$ (5,794)		
Net Revenue over (under) expenditures	\$ -	\$ 1,730	\$ 13,860		

**OAKTON COMMUNITY COLLEGE
REVENUES AND EXPENDITURES
ELEVEN MONTHS ENDED MAY 31, 2023**

OPERATIONS AND MAINTENANCE FUND (Restricted)	Budget (000)	Actual (000)	Actual as a % of Budget
REVENUES			
Construction Fee	295	278	94%
Interest and Investments Gain/Loss	16	430	2688%
Total revenues	311	708	228%
EXPENDITURES			
Landscape Improvements	326	103	32%
Capital Equipment	881	404	46%
Hardware Replacement/Master Keying	750	29	4%
Camera Replacement	250	-	0%
Pedestrian Path	250	48	19%
Automatic Irrigation for Featured Zones	168	67	40%
Courtyards	750	178	24%
Learning Commons RHC	1,600	9	1%
Boiler Replacement	494	44	9%
DP Workplace - Critical Adjacencies/Enabling Moves	1,300	-	0%
Learning Commons DP - Enabling Projects	700	-	0%
Plumbing	350	-	0%
Roofing Replacement-DP	120	-	0%
ADA Compliance	131	-	0%
BAS Upgrades - Skokie	174	-	0%
TenHoeve Wing Remodeling	750	-	0%
Domestic hot water pump	45	11	24%
Switchgear Upgrade	575	36	6%
Baseball Complex Renovations	900	20	2%
Exterior Envelope	110	-	0%
Grounds Roof Replacement	197	104	53%
Parking Lot Upgrades	153	174	114%
College Rebrand Signage	50	13	26%
Contingency	275	-	0%
Site and Construction	-	128	0%
Master Plan Refresh 2022	-	3	0%
Total expenditures	11,299	1,371	12%
Transfer in	2,500	2,292	92%
Net	\$ (8,488)	\$ 1,629	(19%)

AUXILIARY ENTERPRISE FUND (excluding Alliance)	Budget (000)	Actual (000)	Actual as a % of Budget	
			Current	Last Year
REVENUES				
Bookstore Sales	\$ 1,355	\$ 1,307	96%	75%
Workforce Development	60	35	58%	38%
Copy Center	150	74	49%	17%
Athletics	8	51	638%	450%
Child Care	405	390	96%	78%
PAC Operations	4	4	100%	80%
Campus Scheduling and Events	155	72	46%	0%
Other	118	148	125%	117%
Interest and Investments Gain/Loss	40	42	105%	15%
Total revenues	2,295	2,123	93%	66%
EXPENDITURES				
Bookstore Operating Expenses	\$ 1,425	\$ 1,243	87%	69%
Workforce Development	302	204	68%	84%
Copy Center	415	358	86%	72%
Athletics	961	1,065	111%	104%
Child Care	535	465	87%	87%
PAC Operations	100	89	89%	71%
Campus Scheduling and Events	30	8	27%	0%
Auxiliary Services Administration	320	295	92%	75%
Other	479	165	34%	27%
Total expenditures	4,567	3,892	85%	75%
Transfers in (out)	2,272	2,083		
Net	\$ -	\$ 314		

**ALLIANCE FOR LIFELONG LEARNING
SUMMARY OF REVENUES AND EXPENDITURES
ELEVEN MONTHS ENDED MAY 31, 2023**

	Operating Budget (000)	Prorata Budget (000)	Actual (000)	Actual As a% Budget	Last Year
<u>REVENUES</u>					
State Revenue	\$ 529	\$ 485	\$ 553	105%	204%
Tuition and Fees	1,214	1,113	813	67%	67%
Sale of Materials	2	2	1	50%	0%
Institutional Support					
Evening High School	50	46	86	172%	116%
Other Revenues	85	78	28	33%	56%
Total revenues	<u>1,880</u>	<u>1,723</u>	<u>1,481</u>	<u>79%</u>	<u>99%</u>
<u>EXPENDITURES</u>					
Administrative Support	\$ 1,221	1,119	\$ 857	70%	79%
Instructional Programs					
Allied Health	115	105	51	44%	56%
Job-related	470	431	34	7%	79%
Personal	12	11	19	158%	50%
Emeritus Programs	61	56	25	41%	43%
High School Programs	132	121	69	52%	61%
ESL Programs	70	64	55	79%	53%
Total Programs	<u>860</u>	<u>788</u>	<u>253</u>	<u>29%</u>	<u>65%</u>
Total expenditures	<u>2,081</u>	<u>1,908</u>	<u>1,110</u>	<u>53%</u>	<u>74%</u>
Revenue over (under) expenditures	<u>\$ (201)</u>	<u>\$ (184)</u>	<u>\$ 371</u>		
Transfer in	201	184	184		
Net	0	0	555		

OAKTON COMMUNITY COLLEGE
STUDENT ACTIVITIES FUND
SUMMARY OF REVENUES AND EXPENDITURES
ELEVEN MONTHS ENDED MAY 31, 2023

		Program Generated Revenue	Revenue Allocated to Programs	Total Revenue and Allocation	Expenditures	Program Net Fav (Unfav)
	\$					
Activity fees		413,419				
Interest income		-				
Sub total revenues		<u>413,419</u>				
369901	Student Government Association	(22,429)	45,000	22,571	(51,638)	(29,066)
369910	Occurrence	1,010	15,000	16,010	(1,457)	14,553
369919	Skokie Events Team	-	45,000	45,000	(47,071)	(2,071)
369922	IIEE	2,000	494	2,494	(341)	2,153
369923	Stud. Global Health & Sustainability	(54)	6,033	5,979	(2,141)	3,838
369930	Early Childhood Education Club	-	2,284	2,284	(168)	2,116
369932	Ceramics Club	-	927	927	(70)	856
369933	UNICEF	-	1,635	1,635	-	1,635
369935	Honors Student Organization	-	800	800	-	800
369937	Oakton Future Educators	-	400	400	(75)	325
369940	Card and Board Game Club	-	1,691	1,691	-	1,691
369942	Oakton Visual Organization	-	475	475	-	475
369943	Japanese Culture Club	129	525	654	(372)	281
369944	South Asian Club	-	940	940	(880)	59
369945	Physical Therapy Assist.	1,495	2,124	3,619	(866)	2,753
369946	Phi Theta Kappa (PTK)	5,410	10,000	15,410	(9,041)	6,369
369947	Oakton Pride Club	-	1,121	1,121	(223)	898
369949	Mission Bible Club	-	725	725	(141)	584
369950	Latinx Club	-	1,088	1,088	-	1,088
369951	Society of Women Engineers	-	972	972	-	972
369954	Korean Culture Club	-	768	768	(180)	588
369955	Environmental Club	1,047	1,011	2,057	(244)	1,813
369958	Coding Club	20	400	420	-	420
369959	Black Student Union	-	2,470	2,470	(55)	2,415
369960	Muslim Student Association	-	2,598	2,598	(1,072)	1,526
369961	DECA	-	584	584	-	584
369962	Artist Liberator's Club	-	400	400	-	400
369963	Fine Arts Club	-	1,020	1,020	(90)	930
369964	Oakton Helping Others	-	2,399	2,399	-	2,399
369967	Creative Writing Club	-	400	400	-	400
369968	Diverse D.U.R.A. Outreach	-	400	400	-	400
369969	Great Books Club	-	400	400	(26)	374
369970	Oakton Octaves Club	-	400	400	-	400
369971	Habitat for Humanity	81	1,707	1,788	-	1,788
369972	PAYO	153	3,035	3,188	(668)	2,520
369973	Oakton Student Dance Club	-	400	400	(143)	257
369977	Philosophy Club	-	400	400	-	400
369982	Graphic Design Club	-	400	400	(74)	326
	Sub Totals	<u>8,980</u>	<u>45,000</u>	<u>45,000</u>	<u>(63,726)</u>	<u>41,780</u>
<u>Fund Summary</u>						
	Total Revenues	\$ 422,399				
	Total Expenditures	(63,726)				
	Total Transfers to other funds	(42,112)				
	Excess revenues over expenditures	<u>316,561</u>				
	Net Position 6/30/22	1,283,191				
	Net Position, end of period	<u>\$ 1,599,752</u>				

**OAKTON COMMUNITY COLLEGE
AUTOMATIC CLEARING HOUSE (ACH) WIRE TRANSFERS & PAYMENTS
May-23**

GENERAL FUND TRANSFERS/PAYMENTS

<u>DATE</u>	<u>AMOUNT</u>	<u>REFUNDS/ STUDENT- DISBURSEMENTS</u>	<u>ILLINOIS SALES TAX</u>	<u>EMPLOYEE HEALTH INSURANCE CCHC</u>	<u>CHASE CREDIT CARD</u>	<u>BOND HOLDER & MISC</u>
5/10/2023	\$ 765,558.38			\$ 765,558.38		
5/11/2023			\$ 592.00			
5/25/2023						\$ 663,475.00
TOTAL	\$ 765,558.38	\$ -	\$ 592.00	\$ 765,558.38	\$ -	\$ 663,475.00

PAYROLL TAXES - TRANSFERS/PAYMENTS

<u>DATE</u>	<u>AMOUNT</u>	<u>FEDERAL PAYROLL TAXES</u>	<u>STATE PAYROLL TAXES</u>	<u>SURS</u>	<u>CREDIT UNION AND TAX SHELTERS</u>
5/12/2023	\$ 663,770.92	\$ 278,032.17	\$ 97,989.26	\$ 211,103.22	\$ 76,646.27
	\$ -				
5/26/2023	\$ 674,265.62	\$ 284,733.35	\$ 99,490.22	\$ 214,094.78	\$ 75,947.27
	\$ -				
	\$ -				
	\$ -				
	\$ -				
	\$ -				
TOTAL	\$ 1,338,036.54	\$ 562,765.52	\$ 197,479.48	\$ 425,198.00	\$ 152,593.54

Ratification of Actions of the Alliance for Lifelong Learning (ALL) Executive Board

The salary payments and rescinds include the following:

- a. Salary payments in the amount of \$32,714.50 for part-time teaching services for the Alliance for Lifelong Learning summer 2023.
- b. Salary rescinds in the amount of \$1,756.25 for part-time teaching services for the Alliance for Lifelong Learning spring 2023.
- c. Salary rescinds in the amount of \$180.00 for part-time teaching services for the Alliance for Lifelong Learning summer 2023.
- d. Payment for spring 2023 Space Utilization and Classroom/Office Space rental as follows:

High School District	Rental
Evanston District 202	\$ 3,053.19
Glenbrook District 225	\$ 409.38
Maine District 207	\$11,098.27
Niles District 219	\$ 2,264.58

MB:bd
6/2023

President’s Recommendation:

That the Board adopts the following resolution *(if not adopted in the Consent Agenda)*:

“Be it resolved that the Board of Trustees of Community College District 535, in its capacity as governing board of the administrative district of the Alliance for Lifelong Learning Program, ratifies and approves the actions of the Executive Board in items “a – d” as stipulated above, and hereby approves the expenditures in the amount not to exceed \$49,539.92 for all funds listed in items a and d.”

Ratification and Supplemental Payment of Professional Pay – Spring 2023 and Summer 2023

Comparative Figures:

Summer 2023 Part-Time \$1,196,678.21	Summer 2022 Part-Time \$1,332,133.83
Summer 2023 Overload \$1,883,053.50	Summer 2022 Overload \$1,868,680.70
Spring 2023 Part-Time \$3,536,333.86	Spring 2022 Part-Time \$3,532,085.41
Spring 2023 Overload \$706,232.89	Spring 2022 Overload \$643,602.91

IL:yg
6/2023

President's Recommendation:

That the Board adopts the following resolutions (*if not adopted in the Consent Agenda*):

"Be it resolved that the Board of Trustees of Community College District 535 ratifies the payment of salaries for teaching on a part-time basis during the Summer 2023 semester; the total payment amounting to \$1,196,678.21."

"Be it further resolved that the Board of Trustees of Community College District 535 ratifies the payment of salaries for teaching on an overload basis during the Summer 2023 semester; the total payment amounting to \$1,883,053.50."

"Be it resolved that the Board of Trustees of Community College District 535 approves an adjustment of \$12,234.15 to the total amount of part-time teaching salaries paid during the Spring 2023 semester; the revised, total payment amount is \$3,536,333.86."

"Be if further resolved that the Board of Trustees of Community College District 535 approves an adjustment of \$24,382.09 to the total amount of faculty overload salaries paid during the Spring 2023 semester; the revised, total payment amount is \$706,232.89."

Approval of Clinical Practice Agreements

The College would like to execute clinical practice agreement as follows:

Medical Assistant Program:

Amended: This is a new agreement for the Medical Assistant program. It has been reviewed and approved by the College's faculty and administration. This is a 1-year agreement which commences June 27, 2023 and terminates June 27, 2024.

Nursing Program:

Amended: This is a new agreement for the Nursing program. It has been reviewed and approved by the College's faculty and administration. This is a 2-year agreement which commences June 27, 2023 and terminates June 27, 2025.

Pharmacy Technician Program:

New: This is a new agreement for the Pharmacy Technician program. It has been reviewed and approved by the College's faculty and administration. This is a 5-year agreement which commences June 27, 2023 and terminates June 27, 2028.

New: This is a new agreement for the Pharmacy Technician program. It has been reviewed and approved by the College's faculty and administration. This is a 1-year agreement which commences June 27, 2023 and terminates June 27, 2024.

Human Services:

Renewal: This is a new agreement for the Human Services program. It has been reviewed and approved by the College's faculty and administration. This is a 5-year agreement which commences June 27, 2023 and terminates June 27, 2028.

Renewal: This is a new agreement for the Human Services program. It has been reviewed and approved by the College's faculty and administration. This is a 5-year agreement which commences June 27, 2023 and terminates June 27, 2028.

Renewal: This is a new agreement for the Human Services program. It has been reviewed and approved by the College's faculty and administration. This is a 5-year agreement which commences June 27, 2023 and terminates June 27, 2028.

Renewal: This is a new agreement for the Human Services program. It has been reviewed and approved by the College's faculty and administration. This is a 5-year agreement which commences June 27, 2023 and terminates June 27, 2028.

Renewal: This is a new agreement for the Human Services program. It has been reviewed and approved by the College's faculty and administration. This is a 5-year agreement which commences June 27, 2023 and terminates June 27, 2028.

President's Recommendation:

That the Board adopts the following resolution:

"Be it resolved that the Board of Trustees of Community College District 535 approves the following cooperative agreements:

Medical Assistant program (1)
Nursing program (1)
Pharmacy Technician (2)
Human Services (5)."

PUBLIC HEARING

WHEREAS the College has published a Notice of Public Hearing in the following newspaper on May 24, 2023:

The Daily Herald

and made available for public inspection from the 24th day of May, 2023, a tentative budget, that Public Hearing is now declared open.

Are there any comments from the public?

Adoption of Annual Budget for Fiscal Year 2023-2024

The College published a Notice of Public Hearing in district newspapers on May 24, 2023, to inform the public of its intent to adopt an Annual Budget for Fiscal Year 2024. The Annual Budget was available for public inspection beginning May 24, 2023 and was reviewed by the Board of Trustees during a detailed presentation on May 23, 2023. The Annual Budget for Fiscal Year 2023-2024 is submitted for consideration

AW:jg
6/2023

President's Recommendation:

That the Board adopts the following resolution:

“Resolution of the Board of Trustees of Community College District 535, County of Cook and State of Illinois, Adopting the Budget for the Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024.”

RESOLUTION OF THE BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT 535, COUNTY OF COOK
AND STATE OF ILLINOIS, ADOPTING THE BUDGET FOR THE
FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024

WHEREAS, on May 24, 2023, the College administration and the Treasurer of the BOARD made such tentative budget as prepared by them conveniently available to the public for inspection for at least thirty days prior to final action thereon; and

WHEREAS, on June 27, 2023, a public hearing was held by the BOARD as to such tentative budget, notice of said hearing having been given at least thirty days prior thereto by publication in a newspaper published in the District, and all other legal requirements having been complied with;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 535, COUNTY OF COOK AND STATE OF ILLINOIS AS FOLLOWS:

That the final budget in the form attached hereto which contains an estimate of the amounts available in each fund, separately, and of expenditures from each, and which the BOARD deems necessary to defray all necessary expenses and liabilities of such District for the fiscal year, be and the same hereby is adopted as the budget of this District for the fiscal year beginning July 1, 2023, and ending June 30, 2024.

ADOPTED this 27th day of June 2023

AYES _____

NAYS _____

ABSENT _____

Wendy Yanow, Ed.D., Chair
Board of Trustees
Community College District 535

ATTEST:

William Stafford, Secretary
Board of Trustees
Community College District 535

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

CERTIFICATE

I, William Stafford, certify that I am the duly elected, qualified and Secretary of the Board of Trustees of Community College District 535, County of Cook and State of Illinois, and that in such capacity I am the keeper of the records and seal of the said BOARD.

I further certify that attached hereto is a true and complete copy of that resolution entitled:

RESOLUTION OF THE BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT 535, COUNTY OF COOK
AND STATE OF ILLINOIS, ADOPTING THE BUDGET FOR THE
FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024,

which Resolution was adopted at a duly convened meeting of said BOARD held on June 27, 2023, upon the motion of

Trustee _____, which motion was seconded by

Trustee _____, and the vote on such motion was as follows:

- Ms. Theresa Bashiri-Remetio _____
- Ms. Martha Burns _____
- Dr. Gail Bush, Vice Chair _____
- Mr. Benjamin Salzberg _____
- Mr. William Stafford, Secretary _____
- Ms. Marie Lynn Toussaint _____
- Dr. Wendy Yanow, Chair _____
- Ms. Lydia Cruz, Student Trustee _____

Dated at Des Plaines, Illinois, this 27th day of June 2023.

[SEAL]

William Stafford, Secretary
Board of Trustees of Community College District 535
County of Cook and State of Illinois

Authorization to Approve June Purchases

Any purchase exceeding \$25,000 requires Board Approval. The following purchases meet that criteria. If the Board so desires, this resolution will enable the Board to approve all the following purchases in a single resolution. Items “a – h” and “l” were previewed at the May 2023 Board of Trustees Meeting. Item “i” was previewed at the March 2023 Board of Trustees Meeting. Items “j – k” have not been previewed.

EC:tt
6/2023

President’s Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 authorizes the approval of the attached resolutions, as stipulated in the following agenda items, for the purchase of the following:

<u>Item</u>	<u>Page(s)</u>	<u>Description</u>	<u>Vendor and Location</u>	<u>Amount</u>
6/23-8a	1	Commercial Driver’s License (CDL) Training Services	160 Driving Academy Evanston, IL	\$787,500.00
6/23-8b	1	Illinois Community College Trustees Association (ICCTA) Dues	Illinois Community College Trustees Association Springfield, IL	\$31,000.00
6/23-8c	1	Transportation Services for Athletic Teams – One-Year Renewal	Bestway Charter Transportation Inc Bensenville, IL	\$50,000.00
6/23-8d	1	Continuation of Employee Fringe Benefits: Life and Disability Insurance	Illinois Community College Consortium Southeastern, PA	\$281,000.00
6/23-8e	1	Engineering Services for Fire Pumps	Kluber Architects + Engineering Aurora, IL	\$27,050.00
6/23-8f	1	Digital Asset Management Software – Three-Year Renewal	Bynder LLC Boston, MA	\$57,967.37
6/23-8g	1	Student Engagement Portal – Three-Year Contract	Open Presence Inc dba Modern Campus Camarillo, CA	\$58,614.00

<u>Item</u>	<u>Page(s)</u>	<u>Description</u>	<u>Vendor and Location</u>	<u>Amount</u>
6/23-8h	1	Software Maintenance for PowerFAIDS – One-Year Renewal	College Board Reston, VA	\$53,014.00
6/23-8i	1	Telephony Services – Five-Year Contract	First Communications LLC Oakbrook Terrance, IL	\$52,789.20
6/23-8j	1	Interim Administrative Leadership Services	The Registry Peabody, MA	\$110,000.00
6/23-8k	1	Lightcast Career Coach Widget Builders – Three-Year Contract	Economic Modeling LLC dba Lightcast Moscow, ID	\$ 55,718.00
6/23-8l	1	Oakton Monument Signage Replacement	Parvin Clauss Sign Company, Inc. Carol Stream, IL	\$137,876.20

GRAND TOTAL: \$1,702,528.77."

IN DISTRICT	\$787,500.00
CONSORTIUM	\$281,000.00
BID	\$187,876.20
BID EXEMPT	\$419,102.57
QBS	\$27,050.00

Authorization to Purchase Commercial Driver’s License (CDL) Training Services – One-Year Contract

A Commercial Driver’s License (CDL) is a government requirement for anyone seeking to work in the transportation industry, including truck driving. The Class A CDL is needed to operate any combination of vehicles with a gross combination weight rating (GVWR) of 26,001 or more pounds. The College’s Alliance for Lifelong Learning administers the CDL truck driving training course. This program is funded by the state’s Workforce Equity Initiative (WEI) grant and Workforce Innovation Opportunity Act (WIOA) grant. The WEI grant serves to accelerate the time to enter and succeed in post-secondary education/training programs that lead to employment in high-skilled, high-wage, and in-demand occupations with special consideration to Black, African-American, unemployed, and underemployed residents from identified zip codes. WIOA allows eligible students the opportunity to receive a tuition voucher to enroll in CDL classes.

The College has identified a new partnership with 160 Driving Academy to provide recruitment, instruction, marketing, and job placement services for the College’s CDL program. Headquartered in Evanston, 160 Driving Academy has 16 locations in Illinois and 60 additional locations outside the state. They offer a unique learning experience that includes dashboards and an online portal that tracks student progress, providing students with real-time feedback. The College can view these dashboards and provide student interventions before significant issues or challenges occur. In addition, 160 Driving Academy also trains employees of large employers (e.g. Amazon, Coca-Cola, etc.), and these partnerships serve as a pipeline for job opportunities for graduates of the College’s CDL program.

For the first time, the College will be offering the CDL program on-campus at Des Plaines, increasing visibility for the College, removing barriers in the learning experience, and allowing for more student support. This purchase will expand the College’s role in addressing the nationwide shortage of qualified commercial truck drivers who provide critical roles in the U.S. supply chain and economy.

The following is the breakdown of the cost:

Number of Students (2023-2024)	Program Fee (covered by grant)	Total Purchase
150	\$5,250.00	\$787,500.00

Jl:tt
6/2023

President’s Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 authorizes the purchase of Commercial Driver’s License (CDL) Training Services from 160 Driving Academy, 500 Davis Street, Suite 502, Evanston, IL 60201, for a grand total of \$787,500.00.”

Authorization to Purchase Illinois Community College Trustees Association (ICCTA) Dues – One-Year Renewal

Oakton has been a longstanding Illinois Community College Trustees Association (ICCTA) member. ICCTA provides community college advocacy and supports trustee development through continuing education seminars and trained retreat facilitators. Membership in the ICCTA is a valuable resource for the College, and the Administration recommends a membership renewal for FY24. The membership fee includes access to the Illinois Council of Community College Presidents (ICCCP).

JLS:tt
6/2023

President's Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 authorizes the purchase of Illinois Community College Trustee Associates (ICCTA) dues from the Illinois Community College Trustees Association, 401 E Capital Ave, Suite 200, Springfield, IL 62701, for a total not to exceed \$31,000.00.”

Authorization to Purchase Transportation Services for Athletic Teams – One-Year Renewal

The current College passenger transportation fleet includes one twelve-passenger van and two eight-passenger vans for College business use. One of the user groups is the Athletics department. However, these vehicles do not accommodate the transportation needs of the larger athletic teams, such as soccer or baseball, where the rosters range from 20 to 50 student-athletes and coaches. Contracting with a transportation service company provides safe, single-unit, appropriately sized vehicles with professional drivers for each team instead of using multiple College vehicles driven by team coaches.

Through a competitive public bid process, the Board approved an award in June 2022 to Bestway Charter Transportation, Inc for a one-year contract with an expiration date of June 30, 2023. The bid covered transportation for Men’s and Women’s Soccer, Men’s and Women’s Basketball, Women’s Volleyball, Men’s Baseball, and Women’s Softball. In addition, the bid provided the option to renew for an additional year of transportation services at the discretion of the College.

The Administration is satisfied with services provided by Bestway Charter Transportation and is seeking Board approval for a one-year contract extension for the 2023-2024 athletic season. The Administration is requesting approval for the amount not to exceed \$50,000.00 and is confident Bestway Charter Transportation, Inc. will continue to provide the quality of service required by the College.

MR:tt
6/2023

President’s Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 authorizes the purchase of Transportation Services for Athletic Teams from Bestway Charter Transportation Inc., 710 Larsen Lane, Bensenville, IL 60106, for a total of \$50,000.00.”

Authorization to Purchase Continuation of Employee Fringe Benefits: Life and Disability Insurance – One-Year Renewal

The College is a member of the Illinois Community College Consortium (ICCC), which manages the life and disability premiums for eighteen community colleges through ICCC's broker, Gallagher Benefits Services. Under current collective bargaining agreements, the College is contractually obligated to provide life insurance and disability to specific employee groups.

ICCC issued a competitive two-year RFP in 2022, and the consortium selected Reliance as its carrier from July 1, 2022, to June 30, 2024. It is estimated that the College will pay \$281,000 in life insurance and disability premiums in FY2024. Employee direct payments for optional (voluntary) life and disability insurance coverage represent about 62% of the premium. The annual premium paid by the College covers 519 members and represents over \$65 million in life/AD&D insurance coverage.

EC:tt
6/2023

President's Recommendation:

That the Board adopts the following resolution:

"Be it resolved that the Board of Trustees of Community College District 535 authorizes the Continuation of Employee Fringe Benefits (life insurance and disability insurance) with Reliance Standard Life Insurance Company, PO Box 3124, Southeastern, PA 19398 for a total of \$281,000 of which \$175,000 is projected to be contributed by employees for the period July 1, 2023 through June 30, 2024."

Authorization to Purchase Engineering Services for the Fire Pumps

The Des Plaines and Skokie campus Fire Suppression pump systems each have a single-stage electric fire pump assembly, including a fire pump rated at 750 Gallons per Minute (GPM), a jockey/booster pump, and associated piping, controls, and accessories. Although the fire pumps have been previously rebuilt, both are original to the construction of the campus buildings. The Skokie campus pump system has been in service for over 25 years. The Des Plaines campus pump system has been in service for over 45 years.

The Facilities Condition Assessment study conducted in 2020 identified a full assessment of the fire suppression systems, outlining possible re-build of existing equipment or complete total replacement. In order to evaluate the overall condition of the pumps and system components, an inspection and survey report needs to be performed by a licensed mechanical engineer. The findings will allow the engineer to recommend equipment rebuild or total replacement.

The Administration seeks approval to contract with the College's qualifications-based selection (QBS) engineers, Kluber Architects+ Engineering, for \$27,050.00 to perform this assessment and provide appropriate construction plans and specifications to move forward with the rebuild or complete replacement of this equipment.

RS:tt
6/2023

President's Recommendation:

That the Board adopts the following resolution:

"Be it resolved that the Board of Trustees of Community College District 535 authorizes the purchase of Engineering Services for the Fire Pumps from Kluber Architects + Engineering, 41 West Benton Street, Aurora, IL 60506, for a total not to exceed \$27,050.00."

Authorization to Purchase Digital Asset Management (DAM) Software – Three-Year Renewal

Since 2021, Oakton has been using Bynder LLC, a popular digital asset management (DAM) software that has helped businesses store, organize, and distribute their digital assets. Some key features of Bynder are as follows:

1. Asset Management: Bynder allows users to centralize and organize digital assets in a secure cloud-based environment. It supports various file formats, including images, videos, documents, and audio files.
2. Metadata and Tagging: Add custom metadata and tags to assets, making it easier to search and filter them later. This feature helps in improving asset discoverability and enables quick retrieval when needed.
3. Advanced Search: Bynder provides robust search capabilities, allowing users to find assets based on metadata, tags, keywords, and visual attributes. This feature helps save time and increases productivity by quickly locating the required assets.
4. Collaboration and Workflow: Bynder facilitates seamless collaboration among team members and external stakeholders to share assets, gather feedback, and collaborate on real-time creative projects. The software also supports customizable approval workflows to streamline the review and approval process.
5. Brand Guidelines and Templating: Bynder helps maintain brand consistency by providing brand guidelines and enabling the creation of customizable templates. This ensures that all marketing and creative assets adhere to the brand's guidelines, resulting in a cohesive brand identity across channels.

By combining these features, Bynder streamlines digital asset management processes, enhances collaboration, and improves brand consistency for Oakton College.

The cost for the three-year renewal is as follows:

Year	Cost
Year 1	\$ 18,387.74
Year 2	\$ 19,307.14
Year 3	\$ 20,272.49
Total	\$ 57,967.37

PS:tt
6/2023

President’s Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 authorizes the purchase of Digital Asset Management Software from Bynder LLC, 321 Summer Street, Boston, MA 02210, for a total amount of \$57,967.37.”

Authorization to Purchase Student Engagement Portal – Three-Year Contract

A student engagement portal is a software-based solution that provides several benefits to students and higher education institutions. At Oakton College, the goal is to implement a portal that will offer the following benefits:

1. Improved Communication: The portal will allow the College to create online student groups and organizations. This mobile app-based solution will enable the students within the groups to communicate with each other and reach out to additional students to join such groups and organizations, thereby creating a culture of inclusion.
2. Personalized Experiences: Students within a group or organization will receive communication regarding that specific group or organization. This will allow personalized communication instead of generic communication sent to all students.
3. Enhanced Student Support: The portal can track event participation. This will allow informed decision-making about student participation based on the data obtained from the portal.

The cost for the three years contract is as follows:

Year	Cost
Year 1	\$ 20,300.00
Year 2	\$ 18,690.00
Year 3	\$ 19,624.00
Total	\$ 58,614.00

The cost of Year 1 is higher than years 2 & 3 since it includes service fees. Service includes setup, implementation, and an onboarding package, which is required for successful implementation.

PS:tt
6/2023

President’s Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 authorizes the purchase of Presence Software from Open Presence Inc dba Modern Campus, 1320 Flynn Road, Suite 100, Camarillo, CA 93012, for a total amount of \$58,614.00.”

Authorization to Purchase Software Maintenance for PowerFAIDS – One-Year Renewal

The College has migrated to the Banner Financial Aid module as part of its overall enterprise resource platform and will begin the rollout for the Fall 2023 term. The Financial Aid module manages federal and state aid requirements and specific Oakton institutional aid programs. For Oakton to comply with federal regulations, the latest federal rules are programmed into the software. It helps automate the entire financial aid cycle, from needs analysis and student eligibility, through Pell Grant management, award packaging, loan origination, and reporting.

Legacy financial aid data prior to 2023 will also need to be migrated over to the new system, and is still housed in the PowerFAIDS software. The College owns thirty PowerFAIDS licenses and will continue to maintain these licenses through FY2024 until the migration is completed.

The total maintenance charges for these licenses for FY2024 are \$53,014.00.

RK: tt
6/2023

President's Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 authorizes the purchase of PowerFAIDS software maintenance for a one-year renewal from College Board, 11955 Democracy Blvd, Reston, VA 20190, for a total not to exceed \$53,014.00.”

Authorization to Purchase Telephony Services – Five-Year Contract

The college uses Wide Area Networking (WAN) and Internet services from multiple vendors to provide high-speed, highly available connections between the campuses and to the Internet. The college also purchases local and long-distance telephony services for both campuses with failover.

To upgrade and renew services, the IT department working with Procurement sent a request for competitive quotes for two sets of services – (1) internet services from the Skokie Campus and, (2) backup Intranet/private line services between the campuses. The request for quotes was sent to 8 telecom providers (all of which provide service in the district, none of which have headquarters in the district), and 5 responses were received.

At the May 2023 Board meeting, the Trustees approved the purchase of intranet/private line services between the campuses and Skokie internet services. This purchase is for the remaining component: telephony services.

After a review of quotes from the vendors, the IT Department Administration recommends the following:

Description	Vendor	Month Charge	5-Year Total
SIP Telephony Services	First Communications, LLC	\$879.82/month	\$52,789.20

These services would include 40 SIP trunks, 1692 DID numbers, e911 services, and 6000 minutes domestic long-distance to the Des Plaines Campus and 30 SIP trunks, 952 DID numbers, and 6000 minutes domestic long-distance to the Skokie campus.

The College currently uses PRI-ISDN services from FirstComm for \$1,770 per month. The new SIP-based services will provide lower costs, reduce long-term equipment costs, and provide substantially better failover capability by using the College's multivendor internet services for transport.

The College has used telephony services from FirstComm for many years. The quotation from FirstComm was the lowest cost and lowest risk proposal received, and the administration is confident they can continue to meet the College's service requirements.

JW: tt
6/2023

President's Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 authorizes the purchase of SIP Telephony Services from First Communications, LLC, 1 Tower Lane, Suite 2000, Oakbrook Terrace, IL 60181, for a total not to exceed \$52,789.20 in accordance with their response to the RFQ# 19971.”

Authorization to Purchase Interim Academic Leadership Services

The College is seeking Board approval to partner with the Registry for College and University Presidents (“Registry”) to temporarily backfill 2 Academic Dean vacancies from July 2023 to October 2023. There will a short term leave of absence with the Dean of Health Careers, and a vacant position for the Dean of Business and Career Technologies as part of a Division staffing realignment.

For over 30 years, The Registry has been helping colleges and universities across the country and abroad during times of transition by staffing vacant positions with experienced and diverse interim leaders. These interims are not placeholders but are active and contributing members of their adopted academic community. They solve problems, meet challenges head-on, and move institutions forward.

The interim Dean of Health Careers has already been identified to provide leadership consulting services for a total not to exceed \$55,000.00. In addition, the College Administration further anticipates identifying an interim Dean of Business and Career Technologies for an amount not to exceed \$55,000.00. The College Administration is confident that The Registry will be able to meet the College’s needs.

CH:tt
6/2023

President’s Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 authorizes the purchase of academic leadership services for an interim Dean of Health Careers for an amount not to exceed \$55,000.00, and a further amount not to exceed \$55,000.00 for an interim Dean of Business and Career Technologies, from The Registry, Three Centennial Dr., Suite 320, Peabody, MA 01960, for a grand total of \$110,000.00.”

Authorization to Purchase Lightcast Career Coach Widget Builders – Three-Year Contract

In June 2022, the Board approved the College’s new strategic plan, *Vision 2030: Building Just and Thriving Communities*. With a strategic commitment to enhancing workforce readiness and a focus on serving adult students, the College set a goal of mapping all academic pre-majors and pathways to career outcomes. This would provide current and prospective students with clear information on the connection between our academic programs and careers, including the number of regional job openings, wages, and future outlook.

Lightcast Career Coach Widget Builder will allow the College to customize a visual display of career-related information to embed within each academic program website page. Career Coach Widget builder utilizes their comprehensive labor market data to show several career-related data points such as wages, job openings, current levels of employment, and 10-year projected outlooks specific to the region, and these data points are updated regularly as new labor market data becomes available. When implemented, current and prospective students and community members would be able to see key career-related data points for each degree and certificate offered at the College, enabling them to see how credentials link to the workforce and economic mobility. Lightcast Career Coach also has a tool that helps students find careers that match their strengths and helps them discover programs at the College that will prepare them for success. The College has a relationship with Lightcast and familiarity with their products as we purchase access to their comprehensive labor market data to inform program review, program development, and district labor market trends and demand.

The College has negotiated a three-year contract for the Lightcast Career Coach Widget Builder. The cost breakdown is as follows:

Year	Cost
Year 1	\$ 17,500.00
Year 2	\$ 18,550.00
Year 3	\$ 19,668.00
Total	\$ 55,718.00

With an ongoing commitment to serving adult students and strengthening connections to the workforce, easy access to these data and timely insights on labor market outcomes for academic programs are key to improving the Oakton Student Experience. The Administration is confident that Lightcast will provide the services to link students to relevant and timely labor market data.

KB: tt
6/2023

President’s Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 authorizes the purchase of Career Coach Widget Builders from Economic Modeling, LLC dba Lightcast, 232 N. Almon St. Moscow, ID 83843, for a total amount of \$55,718.00.”

Authorization to Purchase Oakton Monument Signage Replacement

The College is undergoing a new image rebranding consisting of identification signage revisions at the Des Plaines and Skokie campuses. The current campus monument and interior identification signage will need to be replaced with remanufactured new messaging. This will require an outside contractor to produce and install the new signage. At the November 2023 board meeting, the Trustees approved architectural services for replacing the Oakton Monument Signage.

Holabird & Root provided complete architectural plans and specifications for this project. With this information, the Facilities and Procurement offices worked together to issue a bid. The bid was sent to 10 (two in-district) contractors. The College received 3 bids.

Oakton Monument Signage	
Bid# 0501-23-10	
Vendor	Total Price
Parvin Clauss Sign Company Inc	\$125,342.00
Schaeffges Brothers Inc (SBI)	\$154,000.00
Omega Signs and Lights Inc	\$333,389.84

The responsible and responsive low bid of \$125,342.00 was submitted by Parvin Clauss Sign Company, Inc. of Carol Stream, IL. Holabird & Root conducted a bid/project scope review meeting with the College’s construction manager and Parvin Clauss to ensure all bid specifications were met. Holabird & Root has qualified Parvin Clauss in meeting all project specifications.

In addition to the base bid of \$125,342.00, the Administration is requesting a project contingency of \$12,534.20 (10%) to be held by the College as a contingency. This brings the grand total to \$137,876.20. Work will be scheduled to begin in September 2023, with substantial completion by February 2024.

RS:tt
6/2023

President’s Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 authorizes the purchase of Oakton Monument Signage Replacement from Parvin Clauss, Inc., 165 Tubeway Dr, Carol Stream, IL 60188 for a contract sum of \$125,342.00, plus a project contingency of \$12,534.20 to be held by the College and used in the best interest of the College, for a total not to exceed \$137,876.20 in accordance with their low bid in response to Invitation to Bid # 0501-23-10.”

Preview and Initial Discussion of Upcoming Purchases

The following purchases will be presented for approval at an upcoming Board of Trustees meeting:

- a) **Splunk Software License/Updates/Support** – The College licenses Splunk Technologies Splunk Enterprise software to provide a comprehensive centralized logging and cybersecurity analysis system. This software is a key part of the cybersecurity team’s toolkit to identify and respond to potential and suspected security incidents. This software is also used to review and solve other support incidents and collect other metrics. This software is purchased as an annual one-year term for a 40GB/day license. This license includes upgrades and support.

This purchase is budgeted at \$32,000. The Administration plans to present this purchase to the Board in August 2023.

- b) **Rosemont Theatre License Agreement** – Historically, the Commencement ceremonies have been hosted at the TenHoeve Center at Des Plaines. Based on the set-up for Commencement, the location of video feed cameras, and the closed caption screens, the maximum capacity in the TenHoeve Center is 1200. Many guests who are unable to be in the TenHoeve Center are required to watch the ceremony on video screens at different locations throughout the campus.

Based on these space limitations, the Commencement Committee identified an off-campus location at the Rosemont Theatre. The theatre is owned by the Village of Rosemont and has a seating capacity of 4400, which is more than three times the campus seating capacity. Since May 2022, the College has been hosting Commencement at this venue and would like to utilize the theatre again for FY24.

The Administration plans to present this space rental agreement to the Board in August 2023.

Resolution authorizing and providing for the issue of not to exceed \$15,000,000 General Obligation (Limited Tax) Debt Certificates, Series 2023, of the District for the purpose of financing capital projects in and for the District, providing for the security for and means of payment for the Certificates, and authorizing the sale of the Certificates to the purchaser thereof

At the June 2022 Board Meeting, the Trustees approved the College's Master Plan 2023-2027 which outlines a comprehensive framework for addressing the facilities needs of the College for the benefit of its students, dedicated faculty and staff, and the people in the diverse communities served by the College. This Master Plan will assist in building and maintaining a sustainable infrastructure that provides an optimal learning environment for students, an inspiring place in which to teach and learn, and a valuable resource for the community at large. The Board also approved a funding plan from a combination of sources comprised of debt issuances, fund balance reserves, and student fees.

This resolution authorizes the issuance of debt certificates in an amount not to exceed \$15,000,000 and declares the College's intent to reimburse itself for expenditures relating to capital projects with the proceeds of such obligation. Following approval of this resolution, the College will work with its municipal advisor, PMA Securities, to issue debt certificates in an amount not to exceed \$15,000,000, which will later be paid off with general obligation funding bonds and enable the College to extend property taxes for the payment of debt. This action is necessary because state statutes permit the College to use general obligation funding bonds to pay-off an existing obligation (debt certificates) but not to fund construction. The debt certificates create an obligation that the Board has the authority to pay-off by issuing bonds which will eliminate the debt certificates and leave the College with bonded indebtedness.

EC:mw
6/2023

President's Recommendation:

That the Board adopt the following Certificate Resolution as attached in its entirety:

"Resolution authorizing and providing for the issue of not to exceed \$15,000,000 General Obligation (Limited Tax) Debt Certificates, Series 2023, of the District for the purpose of financing capital projects in and for the District, providing for the security for and means of payment for the Certificates, and authorizing the sale of the Certificates to the purchaser thereof."

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 535, County of Cook and State of Illinois, held in the Board Room (1506) at Oakton Community College, 1600 East Golf Road, Des Plaines, Illinois, in said Community College District at 6:30 o'clock P.M., on the 27th day of June, 2023.

* * *

The meeting was called to order by the Chair, and upon the roll being called, Wendy B. Yanow, the Chair, and the following Trustees were physically present at said location: _____

The following Trustees were allowed by a majority of the members of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Chair announced that the next item for consideration was the issuance of not to exceed \$15,000,000 General Obligation (Limited Tax) Debt Certificates, Series 2023, to be issued by the District pursuant to Section 17(b) of the Local Government Debt Reform Act, as amended, and that the Board of Trustees would consider the adoption of a resolution providing for an Installment Purchase Agreement in order to finance capital projects in and for the District, authorizing the issuance of said Certificates evidencing the rights to payment under said Agreement and providing for the sale of said Certificates. The Chair then explained that the resolution sets forth the parameters for the issuance of said Certificates and sale thereof by designated officials of the District and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest and purchase price for said Certificates.

Whereupon Trustee _____ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each member of the Board of Trustees prior to said meeting and to everyone in attendance at said meeting who requested a copy:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community College District No. 535, County of Cook and State of Illinois, and for the issue of not to exceed \$15,000,000 General Obligation (Limited Tax) Debt Certificates, Series 2023, of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

* * *

WHEREAS, Community College District No. 535, County of Cook and State of Illinois (the “*District*”), is a community college district of the State of Illinois operating under and pursuant to the Public Community College Act of the State of Illinois, as amended (the “*Public Community College Act*”), the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”), and in particular, the provisions of Section 17(b) of the Debt Reform Act (the “*Installment Purchase Provisions*”); and

WHEREAS, the Board of Trustees of the District (the “*Board*”) has considered the needs of the District and, in so doing, the Board has deemed and does now deem it advisable, necessary, and for the best interests of the District to finance capital projects in and for the District, including, in connection with said work, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful or advisable thereto (the “*Project*”), all as shown on preliminary plans and cost estimates on file with and approved by the Board; and

WHEREAS, the Board has determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work (the “*Related Expenses*”) and to the Agreement hereinafter provided for in this Resolution to be not less than \$15,000,000, plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, sufficient funds of the District are not available to pay the costs of the Project, and it will, therefore, be necessary to borrow money in the amount of not to exceed \$15,000,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Installment Purchase Provisions, the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Board finds that it is desirable and in the best interests of the District to avail of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the "*Agreement*"); name as counter-party to the Agreement the Treasurer of the Board (the "*Treasurer*"), as nominee-seller; authorize the Chair of the Board (the "*Chair*") and Secretary of the Board (the "*Secretary*") to execute and attest, respectively, the Agreement on behalf of the District and to file same with the Secretary in his or her capacity as keeper of the records and files of the District; and issue certificates evidencing the indebtedness incurred under the Agreement in the amount of not to exceed \$15,000,000:

NOW THEREFORE Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 535, County of Cook and State of Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Authorization. It is necessary and advisable for the residents of the District to pay the costs of the Project, including all Related Expenses, and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of certificates evidencing the indebtedness incurred under the Agreement.

Section 3. Agreement is a General Obligation; Annual Budget. The District hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the District payable from any funds of the District lawfully available for such purpose. The District represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

Section 4. Execution and Filing of the Agreement. From and after the effective date of this Resolution, the Chair and Secretary be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth in Section 5 of this Resolution, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Secretary and retained in the District records and shall constitute authority for the issuance of the Certificates hereinafter authorized.

Section 5. Form of Agreement. The Agreement shall be in substantially the form as follows:

INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, in and for Community College District No. 535, County of Cook and State of Illinois.

* * *

THIS INSTALLMENT PURCHASE AGREEMENT (this “*Agreement*”) dated as of _____, 2023, by and between the Treasurer of the Board of Trustees (the “*Board*”) of the District (as hereinafter defined), as Nominee-Seller (the “*Seller*”), and Community College District No. 535, County of Cook and State of Illinois, a community college district of the State of Illinois (the “*District*”):

WITNESSETH

A. The Board has determined to finance capital projects in and for the District (the “*Project*”), all as previously approved by the Board and on file with the Secretary of the Board (the “*Secretary*”).

B. Pursuant to the provisions of the Public Community College Act of the State of Illinois (the “*Public Community College Act*”), the Local Government Debt Reform Act of the State of Illinois (the “*Debt Reform Act*”), and, in particular, the provisions of Section 17(b) of the Debt Reform Act (the “*Installment Purchase Provisions*”), in each case, as supplemented and amended (collectively “*Applicable Law*”), the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 27th day of June, 2023, the Board, pursuant to Applicable Law and the need to provide for the Project, adopted a resolution (the “*Resolution*”) authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Resolution is

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Resolution is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to make, construct and acquire the Project on the terms as hereinafter provided.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the District as follows:

1. MAKE AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire the Project upon real estate owned or to be owned by or upon which valid easements have been obtained in favor of the District.

2. CONVEYANCE

The District conveys to the Seller any portion of the Project heretofore acquired by the District and to be paid from proceeds of the Certificates (as defined in the Resolution). The Seller agrees to convey each part of the Project to the District and to perform all necessary work and convey all necessary equipment; and the District agrees to purchase the Project from the Seller and pay for the Project the purchase price of \$_____ ; plus the amount of investment earnings which are earned on the amount deposited with the Seller from the sale of the Certificates

and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$ _____, plus the amount of investment earnings which are earned on the amount deposited with the Seller from the sale of the Certificates.

3. PAYMENTS

The payment of the entire sum of \$ _____ of said purchase price shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificates in the Resolution.

4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law under the Installment Purchase Provisions to the owners of the Certificates. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Resolution.

5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificates, as set forth in the Resolution, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

6. TITLE

(a) *Vesting of Title.* Title in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the District.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the District shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

7. LAWFUL CORPORATE OBLIGATION

The District hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the District payable from the general funds of the District and such other sources of payment as are otherwise lawfully available. The District represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the District, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. NO SEPARATE TAX

THE SELLER AND THE DISTRICT RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE

**LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE
HEREUNDER.**

10. DEFAULT

In the event of a default in payment hereunder by the District, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF the Seller has caused this Installment Purchase Agreement to be executed, and his or her signature to be attested by the Secretary of the Board, and the District has caused this Installment Purchase Agreement to be executed by the Chair of its Board, and also attested by the Secretary of its Board, all as of the day and year first above written.

SELLER: Signature: _____

Edwin Chandrasekar
as Nominee-Seller and the Treasurer of the
Board of Trustees

ATTEST:

Secretary, Board of Trustees

COMMUNITY COLLEGE DISTRICT NO. 535,
COUNTY OF COOK AND STATE OF ILLINOIS

Chair, Board of Trustees

ATTEST:

Secretary, Board of Trustees

Section 6. Certificate Details. For the purpose of providing for the Project, there shall be issued and sold certificates of the District in the principal amount of not to exceed \$15,000,000, and such certificates, if issued, shall be designated “General Obligation (Limited Tax) Debt Certificates, Series 2023” (the “*Certificates*”), with such additional series designations and descriptions as may be necessary to describe the Certificates, as set forth in the Certificate Notification (as hereinafter defined). The Certificates shall be dated the date of the issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$100,000 each and multiples of \$5,000 in excess thereof (but no single Certificate shall represent installments of principal maturing on more than one date) or such other denominations as set forth in the Certificate Notification, and shall be numbered 1 and upward. The Certificates may be issued in one or more series and shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter set forth) on December 1 of each of the years (not later than 2033), in the amounts (not exceeding \$2,000,000 per year) and bearing interest at the interest rates per annum (not exceeding 6.00%) as set forth in the Certificate Notification. The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Certificate Notification, and on June 1 and December 1 of each year thereafter to maturity.

Interest on each Certificate shall be paid by check or draft of the Treasurer, the Purchaser (as hereinafter defined) or a bank or trust company authorized to do business in the State of Illinois (as set forth in the Certificate Notification), as certificate registrar and paying agent (the “*Certificate Registrar*”), payable upon presentation in lawful money of the United States of

America, to the person in whose name such Certificate is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal office or principal corporate trust office, as appropriate (the "*Principal Office*"), of the Certificate Registrar.

The Certificates shall be signed by the manual or facsimile signatures of the Chair and Secretary, and shall be registered, numbered and countersigned by the manual or facsimile signature of the Treasurer, as they shall determine, and in case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth, duly executed by the Certificate Registrar as authenticating agent of the District and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Resolution. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

Section 7. Registration of Certificates; Persons Treated as Owners. (a). *General.* The District shall cause books (the "*Certificate Register*") for the registration and for the transfer of the Certificates as provided in this Resolution to be kept at the Principal Office of the Certificate

Registrar, which is hereby constituted and appointed the registrar of the District. The District is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the District for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the Principal Office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Certificate Registrar shall authenticate, date, and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same series and maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same series and maturity of other authorized denominations. The execution by the District of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date, and deliver such Certificate; *provided, however*, the principal amount of outstanding Certificates of each series and maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such series and maturity less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the District or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

(b) *Global Book-Entry System.* The Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the series and maturities of the Certificates determined as described in Section 6 hereof. Upon initial issuance, the ownership of each such Certificate may be registered in the Certificate Register in the name of Cede & Co., or any successor thereto (“*Cede*”), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (“*DTC*”). In such event, all of the outstanding Certificates shall be registered in the Certificate Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Chair, the Secretary, the President of the District (the “*President*”), the Vice President for Administrative Affairs/CFO of the District (the “*Vice President for Administrative Affairs/CFO*”) and any other business official of the District and the Certificate Registrar are each authorized to execute and deliver, on behalf of the District, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”), which Representation Letter may provide for the payment of principal of or interest on the Certificates by wire transfer.

With respect to Certificates registered in the Certificate Register in the name of Cede, as nominee of DTC, the District and the Certificate Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Certificates from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the District and the Certificate Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any amount with respect to the principal of or interest on the Certificates. The District and the Certificate Registrar may treat and consider the person in whose name each Certificate is registered in the Certificate Register as the holder and absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Certificate Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective registered owners of the Certificates, as shown in the Certificate Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of the principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner of a Certificate as

shown in the Certificate Register, shall receive a Certificate evidencing the obligation of the District to make payments of principal and interest with respect to any Certificate. Upon delivery by DTC to the Certificate Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 6 hereof with respect to the payment of interest to the registered owners of Certificates at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Resolution shall refer to such new nominee of DTC.

In the event that (i) the District determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the District, the Certificate Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the District determines that it is in the best interests of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the District shall notify DTC and DTC Participants of the availability through DTC of certificated Certificates and the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of Cede, as nominee of DTC. At that time, the District may determine that the Certificates shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the District, or such depository's agent or designee, and if the District does not select such alternate universal book-entry system, then the Certificates may be registered in whatever name or names registered owners of Certificates transferring or exchanging Certificates shall designate, in accordance with the provisions of Section 7(a) hereof.

Notwithstanding any other provisions of this Resolution to the contrary, so long as any Certificate is registered in the name of Cede, as nominee of DTC, all payments with respect to

principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the name provided in the Representation Letter.

Section 8. Redemption. (a) *Optional Redemption.* All or a portion of the Certificates, if any, due on and after the date, if any, specified in the Certificate Notification shall be subject to redemption prior to maturity at the option of the District from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000, in any order of their maturity as determined by the District (less than all of the Certificates of a single series and maturity to be selected by the Certificate Registrar), on any date (within 10-1/2 years of the issuance of the Certificates), at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *Mandatory Redemption.* The Certificates maturing on the date or dates, if any, indicated in the Certificate Notification shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Certificate Registrar, at a redemption price of par plus accrued interest to the redemption date for such Certificates, on December 1 of the years, if any, and in the principal amounts, if any, as indicated in such Certificate Notification.

The principal amounts of Certificates to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Certificates credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the District may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Certificate Registrar may, and if directed by the Board shall, purchase Certificates required to be retired on such mandatory redemption date. Any such Certificates so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Certificates shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof subject to the limitations set forth in this section. The District shall,

at least twenty (20) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount and maturity or maturities of Certificates to be redeemed. For purposes of any redemption of less than all of the outstanding Certificates of a single maturity, the particular Certificates or portions of Certificates to be redeemed shall be selected by lot by the Certificate Registrar from the Certificates of such maturity by such method of lottery as the Certificate Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Certificates or portions thereof so that any \$5,000 Certificate or \$5,000 portion of a Certificate shall be as likely to be called for redemption as any other such \$5,000 Certificate or \$5,000 portion. The Certificate Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Certificates to be redeemed or the time of the giving of official notice of redemption.

The Certificate Registrar shall promptly notify the District in writing of the Certificates or portions of Certificates selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed.

Section 9. Redemption Procedure. Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the District by mailing the redemption notice by first class mail at least twenty (20) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,

(3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Office of the Certificate Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed at the option of the District shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the District, state that said redemption shall be conditional upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, the District shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall

be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered holder a new Certificate or Certificates of the same series and maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

Section 10. Form of Certificate. The Certificates shall be in substantially the following form; *provided, however,* that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then paragraph [2] and the legend “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] through [11] shall be inserted immediately after paragraph [1]:

[Form of Certificate - Front Side]

REGISTERED
No. ____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

COMMUNITY COLLEGE DISTRICT NO. 535

GENERAL OBLIGATION (LIMITED TAX) DEBT CERTIFICATE, SERIES 2023

See Reverse Side for
Additional Provisions

Interest Rate: ____% Maturity Date: December 1, 20__ Dated Date: _____, 2023 [CUSIP: 216142 __]

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that Community College District No. 535, County of Cook and State of Illinois (the “*District*”), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid on June 1 and December 1 of each year, commencing _____, 20__, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal [corporate trust] office of _____, _____, as certificate registrar and paying agent (the “*Certificate Registrar*”). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the

registration books of the District maintained by the Certificate Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

[2] Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of the District payable from any funds of the District legally available for such purpose, and that the District shall budget funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

[4] This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

[5] IN WITNESS WHEREOF said Community College District No. 535, County of Cook and State of Illinois, by its Board of Trustees, has caused this Certificate to be signed by the manual or duly authorized facsimile signatures of the Chair and Secretary of said Board of Trustees, and to be registered, numbered and countersigned by the manual or duly authorized facsimile signature of the Treasurer of said Board of Trustees, all as of the Dated Date identified above.

SPECIMEN

Chair, Board of Trustees

SPECIMEN

Secretary, Board of Trustees

Registered, Numbered and Countersigned:

SPECIMEN

Treasurer, Board of Trustees

Date of Authentication: _____, 2023

CERTIFICATE
OF
AUTHENTICATION

Certificate Registrar and Paying Agent:

_____, _____

This Certificate is one of the Certificates described in the within-mentioned resolution and is one of the General Obligation (Limited Tax) Debt Certificates, Series 2023, of Community College District No. 535, County of Cook and State of Illinois.

_____,
as Certificate Registrar

By _____
SPECIMEN
Authorized Officer

[Form of Certificate - Reverse Side]

COMMUNITY COLLEGE DISTRICT NO. 535

COUNTY OF COOK AND STATE OF ILLINOIS

GENERAL OBLIGATION (LIMITED TAX) DEBT CERTIFICATE, SERIES 2023

[6] This Certificate is one of a series of certificates issued by the District to finance capital projects in and for the District (the “*Project*”), in full compliance with the provisions of the Public Community College Act of the State of Illinois and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by the Board of Trustees of the District by a resolution duly and properly adopted for that purpose, in all respects as provided by law. The Certificates issued by the District in connection with the Project have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the “*Agreement*”), dated as of _____, 2023, entered into by and between the District and the Treasurer of the Board, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

[7] [Optional and Mandatory Redemption provisions, as applicable, will be inserted here].

[8] Notice of any such redemption shall be sent by first class mail not less than twenty (20) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of the District maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[9] This Certificate is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal [corporate trust] office of the Certificate Registrar in _____, _____, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[10] The Certificates are issued in fully registered form in the denomination of [\$100,000 each and authorized integral multiples of \$5,000] in excess thereof. This Certificate may be exchanged at the principal [corporate trust] office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations, upon the terms set forth in the authorizing resolution. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

[11] The District and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Certificate Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint _____

attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

Section 11. Sale of Certificates. The Chair or Vice Chair of the Board, together with the President or Vice President for Administrative Affairs/CFO (together, the “*Designated Representatives*”), are hereby authorized to proceed at any time prior to December 27, 2023, without any further authorization or direction from the Board, to sell the Certificates upon the terms as prescribed in this Resolution. The Certificates hereby authorized shall be executed as in this Resolution provided as soon after the delivery of the Certificate Notification, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Certificate Registrar, be delivered by the Treasurer to the purchaser or purchasers thereof (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being not less than 99.0% of the principal amount of the Certificates (exclusive of original issue discount, if any), plus accrued interest to date of delivery, if any.

Each Purchaser of the Certificates shall be: (a) pursuant to a competitive sale conducted by PMA Securities, LLC, Naperville, Illinois (“*PMA*”), the best bidder for the Certificates; (b) in

a negotiated underwriting, a bank or financial institution listed in the Dealers & Underwriters or Municipal Derivatives sections of the most recent edition of *The Bond Buyer's Municipal Marketplace*; or (c) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Debt Reform Act or (iii) an "accredited investor" as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however*, that the Purchaser as set forth in either (b) or (c) shall be selected only upon the recommendation of PMA that the sale of the Certificates on a negotiated or private placement basis to such Purchaser is in the best interest of the District because of (i) the pricing of such Certificates by such Purchaser, (ii) then current market conditions or (iii) the timing of the sale of such Certificates; and further *provided*, that a Purchaser as set forth in (c) may be selected through the utilization of a placement agent selected by the Designated Representatives after consultation with PMA if the use of such placement agent is determined by the Designated Representatives to be in the best interest of the District.

Prior to the sale of the Certificates, the Chair, the Treasurer, the President, the Vice President for Administrative Affairs/CFO, or any other business official of the District is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Certificates, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Certificates treating the fee paid as interest on the Certificates) is less than the present value of the interest reasonably expected to be saved on the Certificates over the term of the Certificates as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Certificates, the Designated Representatives shall prepare a Notification of Sale of the Certificates, which shall include the pertinent details of sale as provided herein (the "*Certificate Notification*"). In the Certificate Notification for the Certificates, the

Designated Representatives shall find and determine that the Certificates have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Certificates does not exceed the maximum rate otherwise authorized by applicable law. The Certificate Notification shall be entered into the records of the District and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Certificate Notification.

Upon the sale of the Certificates, as evidenced by the execution and delivery of the Certificate Notification by the Designated Representatives, the Chair, the Treasurer, the President, the Vice President for Administrative Affairs/CFO and any other officer of the District, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Certificates as may be necessary, including, without limitation, the contract for the sale of the Certificates between the District and the Purchaser or Purchasers (which may be evidenced by an executed bid form or term sheet) (each a "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election or appointment, is in any manner interested, directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in the Purchase Contract. To the extent the surety bond executed by the Treasurer as required by Section 3-19 of the Public Community College Act is required to be increased as a result of the issuance of the Certificates, such increase is hereby approved and said surety bond shall be filed with the Illinois Community College Board and shall also be filed with the County Clerk of the County of Cook, Illinois; and the Certificates before being issued shall be registered, numbered and countersigned by the Treasurer, such registration being made in a book provided for that

purpose, in which shall be entered the record of the resolution authorizing the Board to borrow said money and a description of the Certificates issued, including the number, date, to whom issued, amount, rate of interest and when due.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Certificates (the “*Official Statement*”) and the use by the District of a Term Sheet relating to the Certificates (the “*Term Sheet*”), in substantially the form now before the Board, is hereby ratified, approved and authorized; the execution and delivery of the Official Statement and the Term Sheet is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contract, this Resolution, said Preliminary Official Statement, the Official Statement, the Term Sheet and the Certificates.

Section 12. Use of Certificate Proceeds. Accrued interest, if any, received on the delivery of the Certificates is hereby appropriated for the purpose of paying first interest due on the Certificates and is hereby ordered deposited into the “General Obligation (Limited Tax) Debt Certificate Fund of 2023” (the “*Certificate Fund*”), which shall be the fund for the payment of the principal of and interest on the Certificates. Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose.

The principal proceeds of the Certificates and any premium received on the delivery of the Certificates are hereby appropriated to pay the costs of issuance of the Certificates and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the “Project Fund of 2023” (the “*Project Fund*”), hereby created. It is hereby found and determined and hereby declared and set forth that the Board (i) has not entered into an agreement of any kind with any entity, party or person (including, but not

limited to, the Purchaser) to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time. Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

1. Contracts (“*Work Contracts*”) have been or shall be awarded, from time to time, by the Board for the work on the Project; and the Board represent and covenant that each Work Contract has been or will be let in strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of the District for same.

2. Pursuant to this Resolution or subsequent resolution or resolutions to be duly adopted, the Board shall identify all or a designated portion of each Work Contract to the Agreement. The Work Contracts attached hereto as *Exhibit 1* are hereby identified to the Agreement. This Resolution, any such further resolution and said Work Contracts shall be filed of record with the Secretary and the Treasurer. The adoption and filing of any such resolution or resolutions and the Work Contracts with such officers shall constitute authority for the Treasurer to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further resolutions, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, and the rules and procedures of the District for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Provisions, the Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificates to one

or more related funds of the District already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve such officers of the duty to account and invest such funds and the proceeds of the Certificates, as herein provided, as if the funds described above had in fact been created. At the time of the issuance of the Certificates, the costs of issuance of the Certificates may be paid by the Purchaser on behalf of the District from the proceeds of the Certificates.

Section 13. Non-Arbitrage and Tax-Exemption. The District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting or omitting to take such action would cause any of the Certificates to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the “Code”), or would otherwise cause the interest on the Certificates to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Certificates, under present rules, the District may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The District also agrees and covenants with the purchasers and holders of the Certificates from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Certificates and affects the tax-exempt status of the Certificates.

The Board hereby authorizes the officials of the District responsible for issuing the Certificates, the same being the Chair, Secretary and Treasurer, to make such further covenants

and certifications regarding the specific use of the proceeds of the Certificates as approved by the Board and as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage bonds and to assure that the interest on the Certificates will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, advisors, attorneys and other persons to assist the District in such compliance.

Section 14. Registered Form. The District agrees that it will not take any action to permit the Certificates to be issued in, or converted into, bearer or coupon form.

Section 15. List of Certificateholders. The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

Section 16. Duties of Certificate Registrar. If requested by the Certificate Registrar, the Chair and Secretary are authorized to execute the Certificate Registrar's standard form of agreement between the District and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

(a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;

- (c) to give notice of redemption of Certificates as provided herein;
- (d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the District at least annually a certificate with respect to Certificates cancelled and/or destroyed; and
- (f) to furnish the District at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

Section 17. Continuing Disclosure Undertaking. The Chair is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “*Continuing Disclosure Undertaking*”). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the District as herein provided, the Continuing Disclosure Undertaking will be binding on the District and the officers, employees and agents of the District, and the officers, employees and agents of the District are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Resolution, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Certificate to seek mandamus or specific performance by court order to cause the District to comply with its obligations under the Continuing Disclosure Undertaking.

Section 18. Municipal Bond Insurance. In the event the payment of principal and interest on the Certificates is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the District and the Certificate Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of

the Certificates, subrogation of the rights of the Certificate holders to the Bond Insurer upon payment of the Certificates by the Bond Insurer, amendment hereof, or other terms, as approved by the Chair on advice of counsel, his or her approval to constitute full and complete acceptance by the District of such terms and provisions under authority of this Section.

Section 19. Record-Keeping Policy and Post-Issuance Compliance Matters. On April 22, 2014, the Board adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the District, the interest on which is excludable from “gross income” for federal income tax purposes (such as the Certificates) or which enable the District or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the District hereby reaffirm the Policy.

Section 20. Reimbursement. With respect to expenditures for the Project paid within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the District hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the Certificates in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Certificates to reimburse said expenditures.

Section 21. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 22. Repeal. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted June 27, 2023.

Chair, Board of Trustees

Secretary, Board of Trustees

EXHIBIT 1

WORK CONTRACTS

Trustee _____ moved and Trustee _____ seconded the motion that said resolution as presented and read by title be adopted.

After a full discussion thereof, the Chair directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Trustees voted AYE: _____

The following Trustees voted NAY: _____

Whereupon the Chair declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Trustees of Community College District No. 535, County of Cook and State of Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Community College District No. 535, County of Cook and State of Illinois (the “Board”), and as such official am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 27th day of June, 2023, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community College District No. 535, County of Cook and State of Illinois, and for the issue of not to exceed \$15,000,000 General Obligation (Limited Tax) Debt Certificates, Series 2023, of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Public Community College Act of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 27th day of June, 2023.

Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Treasurer of the Board of Trustees (the “Board”) of Community College District No. 535, County of Cook and State of Illinois, and as such official I do hereby certify that on the 27th day of June, 2023, there was filed in my office and has been deposited in the official files and records of my office a properly certified copy of a resolution adopted by the Board on the 27th day of June, 2023, and entitled:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community College District No. 535, County of Cook and State of Illinois, and for the issue of not to exceed \$15,000,000 General Obligation (Limited Tax) Debt Certificates, Series 2023, of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

together with any Work Contracts identified by the adoption of said resolution and attached thereto as *Exhibit 1*, and that the same have all been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 27th day of June, 2023.

Treasurer, Board of Trustees

Approval of Program Agreement with NorthShore University HealthSystem to Establish Healthcare Career Programs and Pathways

This partnership with NorthShore University HealthSystem (“NorthShore”) has previously been discussed at the regular board meetings and Committee of the Whole sessions. The College and NorthShore are entering into a partnership to create programs to improve access to healthcare education and workforce opportunities in the healthcare field for individuals in the region.

EC:js
6/2023

President’s Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 does hereby approve the Program Agreement with NorthShore University HealthSystem and further authorizes and directs the College administration and attorneys to fulfill the College’s obligations as stipulated in the Agreement.”

**PROGRAM AGREEMENT
BETWEEN
OAKTON COLLEGE
AND
NORTHSHORE UNIVERSITY HEALTHSYSTEM**

THIS AGREEMENT (the “**Agreement**”) is entered into on the date of the last signature at the end of this Agreement, by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 535, commonly known as OAKTON COLLEGE (the “**College**”), and NORTHSHORE UNIVERSITY HEALTHSYSTEM (the “**System**”). The College and the System are each referred to individually as a “**Party**” and collectively as the “**Parties**” below.

WHEREAS, the College and System desire to create a program to improve access to healthcare education and workforce opportunities in the healthcare field for individuals in and around the City of Evanston;

WHEREAS, in furtherance of such program, the College and System intend to partner with other municipal and local government entities to support the Parties in developing strategies for providing individuals an opportunity to access healthcare education and become qualified to excel in careers in the healthcare field, including those offered by the System;

WHEREAS, the College and the System intend to establish academic programming and services at a physical space owned by the System in furtherance of such program and to leverage the availability of public transportation and other services provided by other municipal and local government entities;

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

- A. INCORPORATION OF RECITALS:** The above-stated recitals are hereby incorporated into this Agreement as if fully set forth below.
- B. PROGRAM:** The Parties hereby agree to establish a program for the purposes set forth herein. The Parties agree and acknowledge that such program may require further cooperation and contribution from the Parties. The College and the System agree that they shall exert best efforts to provide such cooperation and contribution, such that neither Party shall unreasonably withhold approval in connection with furtherance of this Agreement. Notwithstanding, any further cooperation and contribution from the Parties shall be in accordance with the terms and conditions of this Agreement unless otherwise agreed upon by the Parties by an addendum to this Agreement in writing.
- C. MASTER AFFILIATION AGREEMENT:** The Parties agree and acknowledge that they have entered into a Master Affiliation Agreement, dated August 1, 2021, to address the Parties’ respective obligations with respect to the participation of students enrolled in the College benefiting from clinical and non-clinical education opportunities through the System in connection with healthcare programming offered by the College (“**MAA**”). The Master Affiliation Agreement shall remain in full force and effect. For purposes of this Agreement,

the obligations of the College and Students pursuant to Section 4 of the MAA shall also apply to employees of the College, students and third parties affiliated with the program established under this Agreement. Moreover, the Parties' obligations with respect to identifiable patient information, student records and other information protected from disclosure pursuant to Sections 11 through 14 of the MAA shall apply to any information received or disclosed in connection with the Program established under this Agreement, as that term is defined in Section D below. The Parties further acknowledge that Section 5 of the MAA shall not apply to communications concerning the Program. .

D. COLLEGE RESPONSIBILITIES:

1. The College agrees to lease a suitable facility from the System ("**Leased Premises**") at which to operate an educational program focusing on healthcare, health science and clinical health services to further the purposes set forth above (the "**Program**"). The College and System shall be mutually responsible for determining the suitability of any locations proposed by the System to serve as the Leased Premises for operating the Program according to the information provided by the College. After a location is determined, the Parties shall enter into a written lease agreement for such facility (the "**Lease**"). Such agreement shall, at all times, be subject to the approval of the respective governing bodies of each Party, provided that any costs incurred prior to approval in furtherance of this Agreement shall be equally divided among the Parties. This Agreement shall be co-terminus with the Lease as further described in the Term section below.
2. The College, in collaboration with the System, shall determine the scope of courses or clinical opportunities offered through the Program and any related credit programming, such that the Program shall lead to opportunities for students to earn stackable credentials designed for career mobility and progression within healthcare employment fields offered by the System and other healthcare providers. The College shall be responsible for employing the necessary staff and retaining consultants to support development, implementation and administration of the academic programming offered through the Program on a schedule to be agreed upon by the Parties. Such credential or degree programs may include but are not limited to those listed below. Additional programs may be added by mutual written agreement of the Parties.
 - i. Patient Care Technician Certificates
 - ii. Surgical Technician Degrees
 - iii. Sterile Processing Technician Certificates
 - iv. Radiology Technician Degrees
 - v. Radiology (Technician) Aide/Assistant Certificates
 - vi. Cardiac Sonography Degrees
3. The College shall be fully responsible for obtaining approval and accreditation for all certificate and degree programming.

4. The College shall have responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the College's curriculum. Notwithstanding, the Parties agree that the educational experience may include the participation of third parties or students and other individuals participating in connection with future collaborations between the Parties and other such third parties or individuals, provided that any use of the System's facilities or property by individuals or third parties affiliated with the Program must be preapproved by the System.
5. Nothing herein shall prevent the College from including non-credit programming in connection with the Program at the Leased Premises, which may include workforce readiness, high school equivalency exam preparation and continuing education. All programming and curriculum shall be developed by the College in collaboration with the System, but the final determination of curricular content shall be at the sole discretion of the College.
6. In connection with the Program, the College shall ensure adequate staffing to deliver health careers educational programming to students and will follow current processes and procedures for staffing clinical and practicum programming, which may include collaboration or joint efforts with System staff, such collaboration or joint efforts to be mutually agreed upon in advance at System's sole discretion. At all times, staff assigned by the College to perform such services shall be employees of the College, and the Parties agree that it is not their intention to create a joint employer relationship.
7. The College shall exert its best efforts to provide student support services to individuals participating in the Program either in person or virtually.
8. The College shall exert its best efforts to continuously staff the Program with qualified instructional faculty and other required staff, as specified by the Parties in writing upon further development of the Program and subject to all compliance requirements imposed on the College by regulatory agencies or its accrediting bodies. A list of required staffing from the College, if any, shall be appended to this Agreement.
9. The College shall provide all technology and equipment required to satisfy program accreditation requirements.
10. The College shall only permit approved personnel, including without limitation its students, employees, and other persons necessary to provide services or receive benefits under this Agreement, to be present on and in System's campus and facilities. The College shall ensure that such personnel presenting onsite shall abide by System's policies, procedures, and code of conduct, including its health screening requirements. The System shall provide the College all written policies and procedures that College personnel will be expected to adhere to while engaged in the Program established by this Agreement.

E. SYSTEM RESPONSIBILITIES:

1. Upon request, the System shall complete any construction, demolition, renovation or other work to be performed to the Leased Premises, the cost of which may be included in the rental rate for the Leased Premises. If requested, the Parties agree that the System shall be responsible and have the final authority for specifications of any work to be performed on the Leased Premises prior to the College's occupancy. Notwithstanding, the System shall consult with the College regarding required facility specifications, taking into consideration the needs of the Program, any requirements imposed on the College by regulatory agencies or its accrediting bodies and, if necessary, the need to conduct competitive bidding to secure related services for any construction, demolition, renovation or other work to be performed to the Leased Premises, if any.
2. The System shall identify potential locations to serve as the Leased Premises at which the Program shall be offered. In consideration of the services and other obligations of the College, the System shall agree to a rate of rent consistent with the charitable and mutually beneficial purposes of the Program but may incorporate into such rental rate any expenses relating to any construction, demolition, renovation or other work to be performed to the Leased Premises by further agreement of the Parties. The leasing of the Leased Premises may be conditioned on the System's continuing right of access to use of spaces or facilities within the Leased Premises.
3. The System shall provide input and recommendations regarding the Program through membership on advisory committees for the Program.
4. The System shall provide reasonable access to laboratory and suites as needed to facilitate the Program and as agreed upon by the Parties. College agrees that such access System's facilities shall not interfere or conflict with normal business operations of the System. Further, the System shall supply access to academic laboratory equipment or facilities prior to initiation of the Program and as agreed upon by the Parties.

F. MUTUAL RESPONSIBILITIES:

1. The Parties agree to exert reasonable efforts in collaborating to secure third-party funding for various aspects of the Program, including but not limited to grant funding offered through the Illinois Community College Board Pipeline for the Advancement of the Healthcare Workforce (PATH) Grant. To the extent that the College receives funding for related programming through the Workforce Innovation and Opportunity Act (WIOA), the Parties shall collaborate on offering related opportunities through the Program. The Parties agree to cooperate in satisfying any state or federal compliance requirements relating to the use of any such funds for the Program or for the benefit of the System, including entering into further agreements as needed.
2. The Parties agree to collaborate and leverage existing resources and marketing strategies to promote the Program. Strategies may include digital and social media campaigns and traditional marketing efforts, including billboards and other advertisement, the expense of

- which shall be shared equally by the Parties. Neither party shall be permitted to use the names, logos, trademarks, or other identification of the other party without the other party's prior written notice on a case-by-case basis.
3. The Parties shall reasonably collaborate to develop internship and job placement opportunities within the System for students receiving certifications and degrees through the Program. However, the Parties agree that neither Party guarantees any employment positions.
 4. The Parties shall identify and collaborate with third parties to provide additional services to students participating in the Program, including outreach awareness, recruitment support, case management, wrap-around support services, employment support, off-site facilities, technology assistance and other similar resources.
 5. By agreement of the Parties, either Party may offer in-kind matches to offset costs associated with the Program, including professional development training and back-office support.
 6. The Parties shall respectively designate one staff member to serve as a primary contact for the Program and other efforts carried out under this Agreement.
 7. The Parties shall meet from time to time on a schedule to be agreed on by the Parties to evaluate the Program.
 8. The Parties shall maintain appropriate accounts and records, including personnel, property and financial records, adequate to identify and account for all costs relating to the Program. The System recognizes that the College is subject to regulatory oversight and laws requiring public disclosure in certain circumstances, including the disclosure of records pursuant to the Illinois Freedom of Information Act 5 ILCS 140/1. The Parties agree to make any records available for audit or disclosure purposes.
 9. The Parties agree that the remaining terms, conditions and mutual obligations contained herein shall be binding upon the Parties in connection with the Program as described in this Agreement. The Parties may amend any terms, conditions and mutual obligations of the Parties by written addendum to this Agreement.

G. PROGRAMMING TERMS AND CONDITIONS:

1. **Insurance.** Prior to offering educational or clinical services through the Program, each Party shall purchase and maintain any additional, commercially reasonable insurance coverage necessary to protect against losses that may arise out of the Program or the Parties' respective obligations. Such insurance coverage shall include, at a minimum, commercial general liability insurance, automobile liability insurance, workers' compensation insurance, and profession liability or malpractice insurance in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

2. **Proprietary Information.** All intellectual property rights in course materials or curriculum developed exclusively by the College prior to the effective date of this Agreement shall remain the exclusive property of the College.
3. **Notice of Policies and Procedures.** The Parties shall notify all participating employees, students or other individuals participating in the Program that he/she is required to:
 - i. Follow the administrative policies, standards, and practices of the College in connection with the Program and those of the System in connection with the use of common spaces of the Leased Premises or clinical opportunities.
 - ii. Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Program.
 - iii. Provide his/her own transportation and living arrangements.
 - iv. Obtain prior written approval of the Parties before publishing any material relating to the clinical learning experience.
 - v. Meet the personal, ethical and professional standards required of students and employees of the College or when providing services in connection with the System, and as consistent with the applicable professional Code of Ethics and the applicable standards of The Joint Commission and/or other relevant accrediting or regulatory bodies.
 - vi. Complete all required annual safety-related trainings identified by the Parties. Further the Parties shall provide all staff assigned to provide services in connection with the Program all relevant privacy and security trainings, including HIPAA and FERPA training.
4. **Rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the College and, during periods of clinical assignment, students will be subject to all rules and regulations of the System. Notwithstanding, all terms and conditions of the Master Affiliation Agreement shall apply.
5. **Patient care.** In connection with the Program, students are not to replace the System staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences identified by the Parties. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the System when appropriate. The System shall at all times remain responsible for patient care and any related outcomes.
6. **Identity and credentials of supervising personnel.** The System shall designate and submit in writing to the College as needed, the name and professional and academic credentials of any individual(s) overseeing student(s) experiences.

7. **FERPA compliance.** The System shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, when acting as a school official in connection with the Program and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the College's students who are trained by the System in connection with, or otherwise benefit from, the Program pursuant to this agreement. The System agrees not to re-disclose any such information without the express written consent of the College.
8. **Removal of students.** The College has the right to remove a student from a clinical education program at any time for any reason. The System may immediately remove any student participating in a clinical education program from the Leased Premises for behavior that the System deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the System shall notify the College in writing of its actions and the reasons for its actions as soon as practicable. If the System desires to remove a student for any other reason, it shall notify the College in writing of the reasons for the removal and shall consult with the College before removing the student
9. **Cooperation.** In the event of the occurrence of any incident, claim, lawsuit, arbitration or other event (collectively, "**Occurrence**" or "**Occurrences**") in connection with the Program, each Party will fully cooperate with the other to conduct a prompt investigation of such Occurrence and will participate, as requested, in any subsequent litigation, actions or proceedings involving or related to that Occurrence, or the adjudication of that Occurrence. The Parties agree to release to the College any incident reports or other nonconfidential, non-privileged records in connection with the Program involving any of the College's students, and the Parties agree that such reports and records may be utilized by the College in any legal, administrative or regulatory proceedings.

H. MISCELLANEOUS:

1. **Term.** The term of this Agreement shall be for ten (10) years, to commence on the date of the last signature at the end of this Agreement and will terminate at the end of the ten-year (10-year) period. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event this Agreement is not renewed for a subsequent term, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth. In the event that the Master Affiliation Agreement between the Parties is terminated or not further renewed, the terms and conditions set forth therein shall survive with respect to the Program. In the event of the termination of this Agreement, or its expiration without renewal, such termination or expiration shall result in the termination of the Lease.
2. **Stipulations as to Liability and Indemnification.** Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other

- party in connection with the Program. Each Party (“**Indemnitor**”) shall defend, indemnify and hold harmless the other party, including its board of trustees, individual board members, officers, and administrators, agents, employees, representatives, and volunteers, and each of them (collectively the “**Indemnitees**”), from and against any and all claims, demands, causes of action, lawsuits, loss, damage, penalties, injuries and liabilities including attorney’s fees, costs, penalties, and expenses, to the extent arising from any breach of this Agreement by the Indemnitor, or from any negligent act or omission of Indemnitor, its employees, or any person, firm or company hired, assigned, delegated, and or subcontracted with by the Indemnitor.
3. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other Party, which will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this agreement without the other Party’s written consent in the event such assignment is made to an affiliate of the assigning Party, including such affiliates that control, are controlled by, or under common control with the assigning party.
 4. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.
 5. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.
 6. **Non-Discrimination.** The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation or disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.
 7. **Employment status.** No student, contractor, agent, or employee of either Party under this Agreement shall in any way be considered an employee or agent of the other Party nor shall any such student or employee be entitled to any fringe benefits, Worker’s Compensation, disability benefits or other rights normally afforded to employees of the other Party.
 8. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt

confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses:

If to the College:

Edwin Chandrasekar
Vice President for Administrative Affairs & CFO
1600 East Golf Road
Des Plaines, IL 60016
echandra@oakton.edu

With a copy to:

Matthew J. Gardner
Robbins Schwartz
55 West Monroe, Suite 800
Chicago, IL 60603
mgardner@robbins-schwartz.com

If to the System:

NorthShore University HealthSystem
Chief Academic Officer
1301 Central Street
Evanston, IL 60201

With a copy to:

General Counsel at the same address

or to such other addresses as the parties may specify in writing from time to time.

9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.
10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
11. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.
12. **Agreement binding on Successors and Assigns.** This Agreement shall be binding upon the College and System, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

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

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

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

OAKTON COLLEGE

NORTHSHORE UNIVERSITY
HEALTHSYSTEM

Joianne Smith

Title: President

Date: _____

Printed Name:_____

Title: Chief Academic Officer

Date: _____

Authorization to Hire Director of Major and Planned Giving

The administration is recommending the hire of Ms. Jessica Moon as the Director of Major and Planned Giving/Associate Executive Director of the Foundation. The search began on February 6, 2023 with postings on the Oakton College website, *LinkedIn*, Historically Black Colleges and Universities (*hbcuconnect.com*), Hispanic Association of Colleges and Universities (*hacu.net*), Diverse Jobs (*diversejobs.net*), Inside Higher Education (*insidehighered.com*), Higher Education Jobs (*higheredjobs.com*), Illinois Unemployment (*illinoisjoblink.illinois.gov*), and in NACUBO -- National Association of College & University Business Officers, and the Chronicle of Higher Education (*jobs.chronicle.com*).

There were twenty-five applicants for the Director of Major and Planned Giving/Associate Executive Director of the Foundation position. The search committee conducted seven semi-finalist interviews and selected three candidates for on campus interviews with a number of employee groups, including the CHRO, President's Council, Foundation Staff, Foundation Board, Foundation Liaison, and Katherine Sawyer, Associate Vice President of Marketing and Communications/Chief Advancement Officer, as well as an open forum session for college administrators, faculty, and staff.

Ms. Moon is currently the Chief Development Officer for the Chicago Foundation for Women where she achieved a \$6.5M annual operating budget, as well as discrete revenue goals for DAFs, Named Funds, and other endowed gifts. Ms. Moon also oversees a major gift focus program including annual fund, membership, individual foundation, and corporate giving, planned and endowment giving, giving circles, and DAFs. Ms. Moon received her Master of Arts in Nonprofit Management from DePaul University – School of Public Service.

CH:bv
6/2023

President's Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 approve the appointment of Ms. Jessica Moon as the Director of Major and Planned Giving/Associate Executive Director of the Foundation effective July 10, 2023, at an annual salary of \$125,000. That salary will be prorated for the period of July 10, 2023, through June 30, 2024.”

Acceptance of Administrator Resignation

Dr. Ruth Williams, Assistant Vice President for Academic Affairs/Dean of Curriculum & Instruction, provided notice of her intent to resign from her position at the College, effective June 30, 2023.

Dr. Williams has served Oakton College in an exemplary manner and we wish her well in her future endeavors.

CH:nmi
6/2023

President's Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 accepts the resignation of Dr. Ruth Williams, Assistant Vice President for Academic Affairs/Dean of Curriculum & Instruction, effective June 30, 2023.”

Approval of Salaries for Administrators

The following is a recommendation to approve salaries for FY2024 for 37 administrators. Salary recommendations include adjustments for several administrators whose scope of responsibility has increased, and a 2.99% salary increase for all other continuing administrators.

CH:nmi
6/2023

President's Recommendation:

That the Board adopts the following resolution:

1. "Be it resolved that the Board of Trustees of Community College District 535 approves salaries for a total of \$5,067,532 to 37 administrators and authorizes the issuance of contracts specifying these salaries to the persons named for the period July 1, 2023 through June 30, 2024, as listed below."

<u>ADMINISTRATOR</u>	<u>TITLE</u>	<u>FY2024 SALARY</u>
Maribel Alimboyoguen	Dean of Health Careers	\$125,971
Robyn Bailey	Director of Operations and Administration	\$127,283
Marc Battista	Associate Vice President for Academic Affairs/ Dean of Curriculum and Instruction	\$139,991
Kelly Becker	Assistant Vice President for Institutional Effectiveness and Strategic Planning	\$135,000
Anne Brennan	Assistant Vice President for Academic Affairs College Transitions	\$138,082
Karl Brooks	Vice President for Student Affairs Chief Student Services Officer	\$192,167*
Steve Butera	Director of Communications and External Relations	\$94,751
Edwin Chandrasekar	Vice President for Administrative Affairs/ Chief Financial Officer	\$221,088*
Sebastian Contreras Jr.	Assistant Vice President for Student Affairs/ Dean of Student Success	\$148,114
Leana Cuellar	Director of Student Learning and Engagement	\$107,501
Shedrick Daniels	Director of Institutional Equity and Inclusion	\$115,000
Al Grippe	Director of Grant Strategy and Development	\$96,363
Colette Hands	Chief Human Resources Officer	\$180,408*
Mia Hardy	Dean of Liberal Arts	\$130,000†
David Hittenmiller	Assistant Financial Controller	\$132,587
Jeffrey Hoffmann	Chief of Police and Emergency Management	\$110,076
Ruben Howard II	Director of Workforce Curriculum and Instruction	\$111,081
Matthew Huber	Dean of Enrollment Management	\$132,091
Lindsey Hunter	Director of Admission and Enrollment	\$120,000
Jesse Ivory	Dean of Adult and Continuing Education Dean of the Skokie Campus	\$121,084
Jacob Jeremiah	Dean of Library	\$116,676
David Kendrick	Director of Online Curriculum and Instruction	\$113,289
Mark Kiel	Dean of Counseling, Health and Wellness Services	\$131,668
Renee Kozimor	Director of Software and User Services	\$163,536
Andrea Lehmacher	Director of Marketing	\$128,789
Ileo Lott	Provost and Vice President for Academic Affairs	\$194,026*
LeVon McAllister	Director of Campus Technologies	\$137,890
Christine Paciero	Director of Oakton Athletics	\$110,000

<u>ADMINISTRATOR</u>	<u>TITLE</u>	<u>FY2024 SALARY</u>
James Rabchuk	Dean of STEM	\$139,000
Camesha Richardson	Director of Human Resources	\$112,000
Katherine Sawyer	Chief Advancement Officer	\$184,100
Joseph Scifo	Director of Facilities	\$137,890
Prashant Shinde	Chief Information Officer	\$168,929
John Wade	Director of Systems and Network Services	\$165,976
Daniel Weber	Registrar/Director of Registrar Services	\$125,000
Ella Whitehead	Assistant Director of Enrollment for Equity Outreach	\$94,751
Andy Williams	Controller	\$165,374
Total 37 Administrator Salaries		\$5,067,532

Notes:

Salaries for grade 10 administrator positions include a 3% SURS contribution, and they are noted with an asterisk (*).

† Mia Hardy’s salary will be prorated for the period of July 17, 2023 through June 30, 2024.

2. “Be it further resolved that the Board of Trustees of Community College District 535 approves FY2024 administrative salary ranges.”

Salary Grade	Minimum	Midpoint	Maximum
4	\$ 70,611	\$ 93,379	\$123,197
5	77,950	103,165	143,351
6	86,055	113,966	150,495
7	95,048	125,966	166,402
8	104,975	139,203	183,954
9	116,007	153,906	203,452
10	128,191	170,156	224,994

*Attached are copies of the two administrative contracts.

- Contract A is for grades 6-9 administrator positions.
- Contract B is for grade 10 administrator positions (as noted by asterisks above).



**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 535
COUNTY OF COOK AND STATE OF ILLINOIS
ADMINISTRATOR'S EMPLOYMENT CONTRACT**

This agreement, entered into by and between the Board of Trustees of Community College District 535, County of Cook and State of Illinois, a body politic and corporate, hereinafter referred to as the "Board" and NAME hereinafter referred to as the "Administrator;"

WITNESSETH:

Whereas, pursuant to the Administrator's application, the Board's President has recommended the administrator's appointment as TITLE of the Board's College, and the Board has approved such recommendation;

Now, therefore, it is agreed by and between the Board and the Administrator as follows:

1. The Administrator is appointed TITLE of the Board's College from July 1, 2023 to June 30, 2024. The Administrator will perform the duties and carry out the responsibilities of the position, as specified in Board policy and the job classification manual, as revised from time to time, and such other related duties as are assigned from time to time by or at the direction of the Board of Trustees and the President. In consideration for services rendered by the Administrator, the Board shall pay the Administrator a salary at an annual salary of \$SALARY in accordance with the Board's salary policies and procedures and the conditions therefore, currently in effect or as may hereafter be modified. This salary shall be for the period July 1, 2023 through June 30, 2024.
2. All policies of the Board of Trustees currently in effect and as modified or adopted hereafter are hereby incorporated into this agreement.
3. This contract and services rendered are subject to all applicable Constitutional provisions and the Illinois Revised Statutes, and any provisions contrary to these documents may be considered void without invalidating the remainder of the contract.
4. This contract guarantees the administrator the rights of procedural due process.
5. This agreement shall not be effective unless it is signed and returned to the President within ten days of its issuance.

Dated and returned this _____ day of _____ 2023 by:

Administrator

Board of Trustees approval received at the meeting of the Board of Trustees on June 27, 2023.
(Agenda Item 6/23-14)

Board of Trustees of Community College District 535,
County of Cook, State of Illinois

President

Oakton College does not discriminate on the basis of race, color, creed, religion, national origin, disability, age, sex, marital status, military status, socioeconomic status, sex or gender, gender identity, or sexual orientation in admission to and participation in its educational programs, college activities and services, or in its employment practices.

Inquiries regarding compliance with state or federal nondiscrimination requirements may be directed to the Dean of Access, Equity and Diversity, Oakton College, 1600 East Golf Road, Des Plaines, Illinois, 60016, or to the Director of the Office for Civil Rights, Department of Education, Washington, D.C.



**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 535
COUNTY OF COOK AND STATE OF ILLINOIS
ADMINISTRATOR'S EMPLOYMENT CONTRACT**

This agreement, entered into by and between the Board of Trustees of Community College District 535, County of Cook and State of Illinois, a body politic and corporate, hereinafter referred to as the "Board" and NAME hereinafter referred to as the "Administrator;"

WITNESSETH:

Whereas, pursuant to the Administrator's application, the Board's President has recommended the administrator's appointment as TITLE the Board's College, and the Board has approved such recommendation;

Now, therefore, it is agreed by and between the Board and the Administrator as follows:

1. The Administrator is appointed TITLE of the Board's College from July 1, 2023 through June 30, 2024. The Administrator will perform the duties and carry out the responsibilities of the position, as specified in Board policy and the job classification manual, as revised from time to time, and such other related duties as are assigned from time to time by or at the direction of the Board of Trustees and the President. In consideration for services rendered by the Administrator, the Board shall pay the Administrator a salary at an annual salary of \$\$SALARY, which includes the equivalent of 3% of the Administrator's annual contribution to SURS. This salary shall be for the period July 1, 2023 through June 30, 2024.
2. All policies of the Board of Trustees currently in effect and as modified or adopted hereafter are hereby incorporated into this agreement.
3. This contract and services rendered are subject to all applicable Constitutional provisions and the Illinois Revised Statutes, and any provisions contrary to these documents may be considered void without invalidating the remainder of the contract.
4. This contract guarantees the administrator the rights of procedural due process.
5. This agreement shall not be effective unless it is signed and returned to the President.

Dated and returned this _____ day of _____ 2023 by:

Administrator

Board of Trustees approval received at the meeting of the Board of Trustees on June 27, 2023.
(Agenda Item 6/23-14)

Board of Trustees of Community College District 535,
County of Cook, State of Illinois

President

Oakton College does not discriminate on the basis of race, color, creed, religion, national origin, disability, age, sex, marital status, military status, socioeconomic status, sex or gender, gender identity, or sexual orientation in admission to and participation in its educational programs, college activities and services, or in its employment practices.

Inquiries regarding compliance with state or federal nondiscrimination requirements may be directed to the Dean of Access, Equity and Diversity, Oakton College, 1600 East Golf Road, Des Plaines, Illinois, 60016, or to the Director of the Office for Civil Rights, Department of Education, Washington, D.C.

Approval of Annual Salary Increase for the President

On June 30, 2020, the Board of Trustees of Oakton Community College District 535 approved a 4-year employment contract with President Joianne L. Smith. In June 2022, the Board recommended a 1-year extension of this contract through June 30, 2025. In accordance with Section B of the contract (attached hereto), the Board is recommending a 2.99% salary increase for the 2023-2024 fiscal year, and an 9% Supplemental Benefit Allowance based upon the Board’s annual performance review of the president.

CH:bs
6/2023

Recommendation:

“NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 535, COUNTY OF COOK AND STATE OF ILLINOIS, THAT

for the 2023-2024 fiscal year, President Joianne L. Smith’s salary be increased by 2.99% from \$309,182.00 to \$318,427 and the Supplemental Benefit allowance be increased from 8.5% to 9%.”

ADOPTED this 27th day of June 2023.

Ayes: _____

Nays: _____

Absent: _____

Wendy B. Yanow, Board Chair

ATTEST:

William Stafford, Board Secretary



PRESIDENT'S EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 27th day of June 2023, by and between the Board of Trustees of College District 535, County of Cook, State of Illinois (the "Board"), and Dr. Joianne L. Smith (the "President").

A. EMPLOYMENT

Term of Employment

The Board hereby employs the President for a period of five (5) years, commencing July 1, 2020 and ending June 30, 2025.

B. SALARY

Annual Salary

The President will receive an annual salary for the 2023-2024 contract year in the amount of \$318,427 payable in twenty-six (26) equal, bi-weekly installments and subject to applicable payroll deductions. The President will receive an annual salary increase for each subsequent contract year which is based upon the Board's annual review and assessment of the President's performance as provided in paragraph F3 of this Agreement.

C. BENEFITS

1. SURS Contribution

Included in the annual salary stated in paragraph B.1 of this Agreement is a Board contribution to the State Universities Retirement System (SURS) in an amount equal to eight percent (8%) of the President's salary (\$25,474) in recognition of the President's statutory contribution to SURS. The Board shall deduct this eight percent (8%) contribution from the President's annual salary and remit this amount to SURS on behalf of the President. Both parties acknowledge that the additional salary is made as a condition of employment to secure the President's future services, knowledge, and experience.

2. Medical/Dental Insurance

The College shall pay the employer portion of the premium cost of participation by the President, her spouse and any eligible dependents in the College's medical and dental insurance program, consistent with the schedule of benefits for Oakton Administrators. If at any time during the term of this Employment Agreement, a change in federal or state laws or regulations becomes effective, or enforcement of any such provisions commences, which would cause an employer penalty or tax related to the health insurance benefits provided in this Agreement, or which would cause the President to incur additional taxable income under the

terms of this Agreement, the parties agree to re-open this Agreement to renegotiate or revise the affected health insurance benefits provisions.

3. Life Insurance

The Board will provide the President with term life insurance, including Accidental Death and Dismemberment coverage, in the amount of two (2) times the President's salary as stated in paragraph B.

4. Supplemental Benefit Allowance

The College shall pay the President an additional benefit allowance in the amount of 9% (\$28,658) for the President's purchase of permanent life insurance, long-term care insurance, long-term disability insurance, tax-sheltered annuities, or contribution to a deferred compensation plan the Board has established or a combination of the foregoing benefit items, as determined by the President.

5. Vehicle

The Board shall provide the President a vehicle for the President's use for authorized purposes. The Board shall be responsible for liability, property damage and comprehensive insurance for the vehicle, and all maintenance and operating expenses. The President is responsible for any imputed income taxes related to the College-provided vehicle.

6. Professional Development

The President shall be eligible to attend and participate in educational conferences, conventions, workshops, seminars, and similar professional activities and events, subject to reasonable review and approval by the Board Chair. The Board shall reimburse the President for reasonable, out-of-pocket expenses incurred by the President in connection with such approved activities and events. In addition, the Board shall reimburse the President for the reasonable, out-of-pocket expenses of attendance by the President's spouse at such activities and events.

7. Physical Examination

Upon request, the President shall provide the Board Chair with a physician's written verification of the President's fitness to perform her essential duties as President. The Board shall pay the cost of the physical examination.

8. Administrative Benefits

The President will receive any leave entitlements and fringe benefits not specifically set forth herein which are granted to all other administrative personnel under the College's policies.

D. LEAVES

1. Vacation

The President shall receive twenty (20) paid vacation days per contract year. Vacation days should generally be taken during the contract year in which they are earned. Any accrued, unused vacation days can be accumulated to a maximum accumulation amount of fifty-six (56) days. A minimum of ten (10) vacation days shall be taken each contract year. Compensation for

any accrued, unused vacation days upon separation of employment shall be payable thirty (30) days after the President's final workday.

2. Sick Leave

The President will receive twenty (20) paid sick leave days per contract year. Any earned, unused sick leave days may be accumulated without limit.

3. Personal Leave

The President shall be entitled to three (3) paid personal business days per contract year. Personal business days shall be deducted from sick leave.

4. Consulting Leave

The president shall be entitled to three (3) paid consulting days per contract year. Any outside consulting work that the President wishes to perform shall be subject to the reasonable review and approval of the Board Chair. There shall be no carryover of unused consulting days.

E. POWERS AND DUTIES

1. Authority and Responsibility

Subject to policies and directives established by the Board and consistent with the Illinois Public Community College Act, the President shall act as the chief executive officer of the College. The President shall have authority and responsibility to organize, direct, manage and oversee the administration of the College in a manner intended to promote and advance the College's best interests. The Board may further establish and designate the President's essential job responsibilities in a position description adopted by the Board.

2. Fiduciary Duty

During her employment, the President shall devote substantially all of her professional time, attention, skills and energy to the performance of her responsibilities as President of the College. The President shall perform such responsibilities professionally, in good faith, and to the best of her abilities.

F. EVALUATION

1. Prior to May 1 of each year of this Agreement, the President will propose specific written annual performance goals and proposals for measuring progress in achieving those goals for the following twelve (12) month contract year for review and approval by the Board.

The Board will meet with the President to review the performance goals. The Board will approve and establish the annual performance goals by July 1 of each contract year. Performance goals for the contract year shall be established by the Board in consultation with the President.

2. The President will provide the Board with written status reports measuring her progress towards meeting the annual performance goals. The President will submit the status reports at least once during each six (6) month period of each contract year.
3. The Board will review and evaluate the President's performance before June 30 of each year of this Agreement. In conducting its annual evaluation of the President's performance, the Board

will review and assess the President's overall performance and her successful completion and attainment of the performance goals based upon previously identified, measurable criteria and documented outcomes. A copy of the Board's written annual evaluation will be provided to the President.

G. TERMINATION

1. Termination Due to Disability

The Board shall have the right to terminate the President's employment under this Agreement in the event of a "Disability," which is hereby defined as a mental or physical illness, injury or disability which (i) prevents the President from performing her essential job responsibilities as President of the College for (a) substantially all of the regular working days of any six (6) consecutive month period, or (b) the majority of the regular working days of any twelve (12) consecutive month period, or (ii) is of such a catastrophic nature that it is reasonably certain that the President will be prevented from performing her essential job responsibilities as President of the College for either of the foregoing two periods of time.

2. Mutual Agreement

The President's employment under this Agreement may be terminated at any time by written agreement of the parties.

3. Resignation of the President

The President shall have the right to terminate her employment under this Agreement upon not less than twelve (12) months' prior written notice to the Board, or such shorter notice period as the Board may accept.

4. Notification of Status (Renewal / Non-Renewal)

Not less than 12 months before the expiration of the President's contract, the Board shall notify the President of its intent either to renew or not to renew the contract upon its expiration.

5. Termination by the Board for Cause

The Board shall have the right to terminate the President's employment under this Agreement for "cause" upon the occurrence of any of the following events:

- (a) Any willful, material act of fraud or dishonesty by the President intended to result directly or indirectly in material gain or enrichment for the President at the expense of the College;
- (b) The President being convicted of a felony criminal offense, or of any unlawful act of employment discrimination or harassment, where, in the reasonable judgment of the Board, such conviction is reasonably likely to have a material adverse effect on the President's continued performance of her job responsibilities as President of the College or the interests, status, reputation or goodwill of the College;
- (c) The President's material failure or unwarranted refusal to perform any of her essential job responsibilities as President of the College for any reason other than her disability, provided that the President is given notice of such performance deficiency and fails to remedy such deficiency within thirty (30) days following her receipt of such notice;

(d) The President's material breach of any provision of this Agreement, provided that the President is given notice of such breach and fails to remedy such breach within thirty (30) days following her receipt of such notice; or

(e) Any act or failure to act which seriously and adversely impacts the College, its operations, or best interests and constitutes cause for discharge.

6. Termination by the Board Without Cause

The Board of Trustees may also terminate this Agreement and the employment of the President at any time, for any reason, without cause, in which case the College agrees to pay the President, and the President agrees to accept in satisfaction of all obligations owed to her by the College, a sum of money equal to twenty (20) weeks of the President's salary at the time of termination, payable in monthly installments for twenty (20) weeks following her termination. The President's entitlement to a monetary severance is conditioned on the President executing (and not subsequently exercising any right to revoke) an agreement effectively releasing the College and its officials, employees and agents from all claims connected with this Agreement, the President's employment with the College and termination of the President's employment. It is understood that this severance amount will not be paid if there is a termination for misconduct as defined in the Government Severance Pay Act, 5 ILCS 415/1 et.seq.

7. Effect of Termination

As of the effective date of the termination of the President's employment for any reason, all rights and obligations of the parties under this Agreement shall immediately cease.

H. INDEMNIFICATION

The Board shall defend, indemnify and hold the President harmless from and against any and all claims, demands, causes of action, suits, proceedings, damages, liabilities, judgments, costs and expenses suffered, sustained or incurred by the President as the result of or arising out of the President's good faith performance of her responsibilities as President of the College and her obligations under this Agreement; provided, however, that the foregoing right of indemnification shall not apply in the case of any claim by the Board or the College alleging that the President has breached one or more of her obligations under this Agreement, unless a court of competent jurisdiction determines that such claim by the Board or the College is without merit. The President shall give prompt notice to the Board of any claim asserted or threatened against her, as well any facts, occurrences or events which could result in a claim being asserted or threatened against her. The parties' rights and obligations under this provision shall survive the termination of the President's employment for any reason.

I. NOTICE

All notices required by this Agreement shall be in writing and delivered as follows:

If to the Board, to:
Oakton College
1600 East Golf Road
Des Plaines, IL 60016

Attn: Chair of the Board of Trustees with a copy to:

Oakton College
1600 East Golf Road
Des Plaines, IL 60016
Attn: Secretary of the Board of Trustees

If to the President, to:
Dr. Joianne L. Smith
1600 East Golf Road
Des Plaines, IL 60016

or as otherwise directed by a party in a notice issued pursuant to this provision. All notices shall be given personally, or via a national overnight delivery service, or via certified mail, postage prepaid, return receipt requested. A notice delivered personally shall be deemed to have been given on the date on which it is so delivered. A notice sent via a national overnight delivery service shall be deemed delivered on the next business day following its date of dispatch. A notice sent by certified mail shall be deemed to have been delivered three (3) business days after it is properly deposited in a U.S. Postal Service depository.

J. INTERPRETATION

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois, without reference to its rules governing conflicts of law. The provisions of this Agreement are intended to be interpreted and enforced in a manner which renders them valid and enforceable. In the event that any provision of this Agreement is found to be invalid or unenforceable, such provision shall be modified to the extent and in the manner which a court of competent jurisdiction deems reasonable, and thereupon enforced upon such terms. If any such provision is not so modified, it shall be deemed stricken from this Agreement without affecting the validity and enforceability of any of the remaining provisions hereof.

K. ASSIGNMENT

The rights and benefits of the President under this Agreement are personal to her and may not be assigned or transferred to any other person or entity, except as otherwise expressly provided herein. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the College.

L. BINDING EFFECT

The individuals signing this Agreement on behalf of the Board represent and warrant that this Agreement has been duly authorized by the Board, that the Board has the power and authority to execute this Agreement on behalf of the College, that this Agreement constitutes a legal, valid and binding obligation of the Board and the College, and that this Agreement is enforceable against the Board and the College in accordance with its terms.

M. ENTIRE AGREEMENT/AMENDMENT

This Agreement contains the entire agreement of the parties and supersedes all prior discussions, representations, negotiations, commitments and agreements between the parties with respect to the subject matter hereof. No modification or rescission of this Agreement shall be deemed valid unless in writing and signed by both the Chair, and the Secretary of the Board, and by the President.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 27th day of June 2023.

PRESIDENT

**BOARD OF TRUSTEES OF COMMUNITY
COLLEGE DISTRICT 535,
COUNTY OF COOK, STATE OF ILLINOIS**

By: _____
Dr. Joianne L. Smith

By: _____
Wendy B. Yanow, Board Chair

Authorization to Hire Full-Time, Tenure-Track Faculty Members

The recommendation to hire Dr. Paul Bialek, Mr. Christopher Hirst, Ms. Christine Hoang to full-time, tenure-track positions for the 2023-2024 academic year beginning in August 2023 was made after reviewing the College’s need for faculty in Math, Air Conditioning, Heating and Refrigeration Technology, and Medical Laboratory Technology.

CH:vb
6/2023

President’s Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 approves the attached resolutions for Dr. Paul Bialek, Mr. Christopher Hirst, and Ms. Christine Hoang for the full-time, tenure-track faculty hires for the 2023-2024 academic year, beginning in August 2023. They will receive the salary associated with the lane and step described as follows:

<u>Name</u>	<u>Academic Rank and Assignment</u>	<u>Lane, Step, Base Salary</u>	
Dr. Paul Bialek	Professor, Mathematics	E-3	\$68,912
Mr. Christopher Hirst	Assistant Professor, Air Conditioning Heating and Refrigeration Technology	A-3	\$56,555
Ms. Christine Hoang	Instructor, Medical Laboratory Technology	D-2	\$63,564.”

Authorization to Hire a Full-Time, Tenure-Track Faculty Member

The recommendation to hire Dr. Paul Bialek to a full-time, tenure-track faculty position in the Math position for the 2023-2024 academic year, beginning in August 2023, was made after reviewing the College’s need for faculty in the Math department.

The search began on December 22, 2022 with postings on the Oakton College website, *LinkedIn*, Historically Black Colleges and Universities (*hbcuconnect.com*), Hispanic Association of Colleges and Universities (*hacu.net*), Diverse Jobs (*diversejobs.net*), Inside Higher Education (*insidehighered.com*), Higher Education Jobs (*higheredjobs.com*), Illinois Unemployment (*illinoisjoblink.illinois.gov*), and in NACUBO -- National Association of College & University Business Officers, and the Chronicle of Higher Education (*jobs.chronicle.com*).

There were fifty-five applicants for the Math position. The search committee conducted five virtual interviews for this search and selected two finalists to interview with Dr. Ileo Lott, Provost and Vice President for Academic Affairs, before a recommendation of hire was made to Dr. Paul Bialek for a full-time, tenure-track Math position.

Dr. Paul Bialek is currently a Professor of Mathematics at Trinity International University. Dr. Bialek has served in the following roles at Trinity: Chair of the Faculty Senate, Chair of the Division of Science, Technology and Health department, as well as several other roles at the College. Dr. Bialek received his Ph.D in Mathematics from the University of Illinois Urbana-Champaign. Dr. Bialek also belongs to several organizations such as the Mathematical Association of America and National Society of Parliamentarians.

CH:vb
6/2023

President’s Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 hereby authorizes the employment of Dr. Paul Bialek for the 2023-2024 academic year, beginning August 2023:

<u>Name</u>	<u>Academic Rank and Assignment</u>	<u>Lane, Step, Base Salary</u>
Dr. Paul Bialek	Professor, Mathematics	E-3 \$68,912.”

Authorization to Hire a Full-Time, Tenure-Track Faculty Member

The recommendation to hire Mr. Christopher Hirst to a full-time, tenure-track faculty position in the Air Conditioning, Heating and Refrigeration Technology position for the 2023-2024 academic year, beginning in August 2023, was made after reviewing the College’s need for faculty in the Air Conditioning, Heating and Refrigeration Technology department.

The search began on January 17, 2023 with postings on the Oakton College website, *LinkedIn*, Historically Black Colleges and Universities (*hbcuconnect.com*), Hispanic Association of Colleges and Universities (*hacu.net*), Diverse Jobs (*diversejobs.net*), Inside Higher Education (*insidehighered.com*), Higher Education Jobs (*higheredjobs.com*), Illinois Unemployment (*illinoisjoblink.illinois.gov*), and in NACUBO -- National Association of College & University Business Officers, and the Chronicle of Higher Education (*jobs.chronicle.com*).

There were seven applicants for the Air Conditioning, Heating and Refrigeration Technology position. The search committee conducted one virtual interview for this search and selected one finalist to interview with Marc Battista, Associate Vice President of Workforce Education/Dean of Business and Career Technologies, and Dr. Ileo Lott, Provost and Vice President for Academic Affairs, before a recommendation of hire was made to Mr. Christopher Hirst for a full-time, tenure-track Air Conditioning, Heating and Refrigeration Technology position.

Mr. Christopher Hirst is currently an HVAC Adjunct Instructor at Oakton College. He received his Associates Degree in Applied Science (HVAC Technology) from Oakton and his Bachelor of Science Degree in Business Administration from St. Mary’s College of California. Mr. Hirst brings close to seven plus years of relevant industry experience to the classroom.

CH:vb
6/2023

President’s Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 hereby authorizes the employment of Mr. Christopher Hirst for the 2023-2024 academic year, beginning August 2023:

<u>Name</u>	<u>Academic Rank and Assignment</u>	<u>Lane-Step, Base Salary</u>
Christopher Hirst	Assistant Professor, Air Conditioning Heating and Refrigeration Technology	A-3 \$56,555.”

Authorization to Hire a Full-Time, Tenure-Track Faculty Member

The recommendation to hire Ms. Christine Hoang to a full-time, tenure-track faculty position in the Medical Laboratory Technology position for the 2023-2024 academic year, beginning in August 2023, was made after reviewing the College’s need for faculty in Medical Laboratory Technology.

The search began on October 14, 2022 with postings on the Oakton College website, *LinkedIn*, *Historically Black Colleges and Universities (hbcuconnect.com)*, *Hispanic Association of Colleges and Universities (hacu.net)*, *Diverse Jobs (diversejobs.net)*, *Inside Higher Education (insidehighered.com)*, *Higher Education Jobs (higheredjobs.com)*, *Illinois Unemployment (illinoisjoblink.illinois.gov)*, and in *NACUBO -- National Association of College & University Business Officers*, and the *Chronicle of Higher Education (jobs.chronicle.com)*.

There were five applicants for the Medical Laboratory Technology position. The search committee conducted one virtual interview for this search and selected one finalist to interview with Ms. Maribel Alimboyoguen, Dean of Health Careers, and Dr. Ileo Lott, Provost and Vice President for Academic Affairs, before a recommendation of hire was made to Ms. Christine Hoang for a full-time, tenure-track Medical Laboratory Technology position.

Ms. Hoang received her Master of Medical Laboratory Science from Rush University. She is currently an Adjunct Instructor at Rush University College of Health Sciences, as well as the Laboratory Supervisor at Swedish Hospital. She is also a member of the American Society for Clinical Pathology, and a member of the American Society for Clinical Laboratory Science.

CH:vb
6/2023

President’s Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 hereby authorizes the employment of Ms. Christine Hoang for the 2023-2024 academic year, beginning August 2023:

<u>Name</u>	<u>Academic Rank and Assignment</u>	<u>Lane-Step, Base Salary</u>
Ms. Christine Hoang	Instructor, Medical Laboratory Technology	D-2 \$63,564.”

Approval of Annual Promotions in Rank

The Oakton Community College Promotions Committee met in May and June to review PAC questionnaires. The faculty listed below have met the criteria for promotion described in Board Policy 4108 and are recommended for the promotions indicated.

<u>Name</u>	<u>Recommended for Promotion to...</u>
Valeria Benson Lira	Associate Professor of Earth Science and Geography
Patrick O'Donnell	Associate Professor of Philosophy
Jessica Pinedo	Associate Professor of English
Maria Antonopoulos	Professor of Mathematics
Mario Borha	Professor of Mathematics
Stacy Cameron	Professor of English
Daryl Long	Professor of English
Ji-Hyae Park	Professor of English
Kritika Pershad	Professor of Biology
Erick Rohn	Professor of Graphic Design
Boguslaw Zapal	Professor of CAD and Manufacturing

IL:sa
6/2023

President's Recommendation:

That the Board adopts the following resolution:

"Be it resolved that the Board of Trustees of Community College District 535 approves the promotions in rank for full-time faculty members: Valeria Benson Lira, Patrick O'Donnell, Jessica Pinedo, Maria Antonopoulos, Mario Borha, Stacy Cameron, Daryl Long, Ji-Hyae Park, Kritika Pershad, Erick Rohn and Boguslaw Zapal."

Acceptance of Updated Faculty Retirement

Under the provisions of the current Oakton Community College contract (Contract) between the Board of Trustees and the Oakton Community College Faculty Association (OCCFA-IEANEA), the following faculty member has submitted an updated intent to retire:

<u>Faculty Member</u>	<u>Discipline</u>	<u>Retirement Date</u>
Merilee Slipenko	Professor of Paralegal Studies, Division of Business and Career Technologies	August 1, 2023

Professor Merilee Slipenko has served the College in an exemplary manner, and we wish her well in her future endeavors.

CH:nmi
6/2023

President's Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 accepts the retirement of Professor Merilee Slipenko.”

Authorization to Fund Proposed Trustee Travel

In accordance with Board Policy 1008, members of the Board of Trustees are encouraged to attend regional, state and national functions to enhance education on matters of importance to trustees, and to represent and promote the College. The Board shall approve the travel budget for each trustee for the fiscal year.

JLS:bs
6/2023

President's Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 approves the consolidated trustee plan for fiscal year 2023-2024 attached hereto.”

<u>TRUSTEE</u>	<u>DATES</u>	<u>PURPOSE</u>	<u>LOCATION</u>	<u>REG.</u>	<u>TRANSP.</u>	<u>HOTEL</u>	<u>MEALS</u>	<u>TOTAL</u>
Theresa Bashiri-Remetio	September 8-9, 2023	ICCTA Seminar and Board Meeting	Springfield, IL	\$150.00	\$250.00	\$250.00	\$120.00	\$770.00
	October 9-12, 2023	ACCT Annual Leadership Congress	Las Vegas, NV	\$1,200.00	\$500.00	\$1,500.00	\$280.00	\$3,480.00
	November 10-11, 2023	ICCTA Seminar and Board Meeting	Schaumburg, IL	\$150.00	\$50.00	\$0.00	\$0.00	\$200.00
	February 4-7, 2024	ACCT National Legislative Summit	Washington, DC	\$1,000.00	\$500.00	\$1,500.00	\$320.00	\$3,320.00
	March 7-9, 2024	ICCTA Seminar and Board Meeting	Kankakee, IL	\$150.00	\$120.00	\$300.00	\$50.00	\$620.00
	April or May 2024	ICCTA Lobby Day	Springfield, IL	\$0.00	\$250.00	\$250.00	\$100.00	\$600.00
	June 6-8, 2024	ICCTA Annual Convention	Chicago Suburbs	\$250.00	\$50.00	\$0.00	\$50.00	\$350.00
		Other						
Total:								\$9,340.00
Martha Burns	September 8-9, 2023	ICCTA Seminar and Board Meeting	Springfield, IL	\$150.00	\$250.00	\$250.00	\$120.00	\$770.00
	October 9-12, 2023	ACCT Annual Leadership Congress	Las Vegas, NV	\$1,200.00	\$500.00	\$1,500.00	\$280.00	\$3,480.00
	November 10-11, 2023	ICCTA Seminar and Board Meeting	Schaumburg, IL	\$150.00	\$50.00	\$0.00	\$0.00	\$200.00
	February 4-7, 2024	ACCT National Legislative Summit	Washington, DC	\$1,000.00	\$500.00	\$1,500.00	\$320.00	\$3,320.00
	March 7-9, 2024	ICCTA Seminar and Board Meeting	Kankakee, IL	\$150.00	\$120.00	\$300.00	\$50.00	\$620.00
	April or May 2024	ICCTA Lobby Day	Springfield, IL	\$0.00	\$250.00	\$250.00	\$100.00	\$600.00
	June 6-8, 2024	ICCTA Annual Convention	Chicago Suburbs	\$250.00	\$50.00	\$0.00	\$50.00	\$350.00
	TBD	IL Black Chamber of Commerce Conv.	TBD	TBD	TBD	TBD	TBD	TBD
Total:								\$9,340.00
Gail Bush	September 8-9, 2023	ICCTA Seminar and Board Meeting	Springfield, IL	\$150.00	\$250.00	\$250.00	\$120.00	N/A
	October 9-12, 2023	ACCT Annual Leadership Congress	Las Vegas, NV	\$1,200.00	\$500.00	\$1,500.00	\$280.00	\$3,480.00
	November 10-11, 2023	ICCTA Seminar and Board Meeting	Schaumburg, IL	\$150.00	\$50.00	\$0.00	\$0.00	N/A
	February 4-7, 2024	ACCT National Legislative Summit	Washington, DC	\$1,000.00	\$500.00	\$1,500.00	\$320.00	\$3,320.00
	March 7-9, 2024	ICCTA Seminar and Board Meeting	Kankakee, IL	\$150.00	\$120.00	\$300.00	\$50.00	N/A
	April or May 2024	ICCTA Lobby Day	Springfield, IL	\$0.00	\$250.00	\$250.00	\$100.00	\$600.00
	June 6-8, 2024	ICCTA Annual Convention	Chicago Suburbs	\$250.00	\$50.00	\$0.00	\$50.00	\$350.00
		Other						
Total:								\$7,750.00
Benjamin Salzberg	September 8-9, 2023	ICCTA Seminar and Board Meeting	Springfield, IL	\$150.00	\$250.00	\$250.00	\$120.00	\$770.00
	October 9-12, 2023	ACCT Annual Leadership Congress	Las Vegas, NV	\$1,200.00	\$500.00	\$1,500.00	\$280.00	\$3,480.00
	November 10-11, 2023	ICCTA Seminar and Board Meeting	Schaumburg, IL	\$150.00	\$50.00	\$0.00	\$0.00	\$200.00
	February 4-7, 2024	ACCT National Legislative Summit	Washington, DC	\$1,000.00	\$500.00	\$1,500.00	\$320.00	\$3,320.00
	March 7-9, 2024	ICCTA Seminar and Board Meeting	Kankakee, IL	\$150.00	\$120.00	\$300.00	\$50.00	\$620.00
	April or May 2024	ICCTA Lobby Day	Springfield, IL	\$0.00	\$250.00	\$250.00	\$100.00	\$600.00
	June 6-8, 2024	ICCTA Annual Convention	Chicago Suburbs	\$250.00	\$50.00	\$0.00	\$50.00	\$350.00
		Other						
Total:								\$9,340.00

<u>TRUSTEE</u>	<u>DATES</u>	<u>PURPOSE</u>	<u>LOCATION</u>	<u>REG.</u>	<u>TRANSP.</u>	<u>HOTEL</u>	<u>MEALS</u>	<u>TOTAL</u>
William Stafford	September 8-9, 2023	ICCTA Seminar and Board Meeting	Springfield, IL	\$150.00	\$250.00	\$250.00	\$120.00	N/A
	October 9-12, 2023	ACCT Annual Leadership Congress	Las Vegas, NV	\$1,200.00	\$500.00	\$1,500.00	\$280.00	\$3,480.00
	November 10-11, 2023	ICCTA Seminar and Board Meeting	Schaumburg, IL	\$150.00	\$50.00	\$0.00	\$0.00	N/A
	February 4-7, 2024	ACCT National Legislative Summit	Washington, DC	\$1,000.00	\$500.00	\$1,500.00	\$320.00	\$3,320.00
	March 7-9, 2024	ICCTA Seminar and Board Meeting	Kankakee, IL	\$150.00	\$120.00	\$300.00	\$50.00	N/A
	April or May 2024	ICCTA Lobby Day	Springfield, IL	\$0.00	\$250.00	\$250.00	\$100.00	\$600.00
	June 6-8, 2024	ICCTA Annual Convention	Chicago Suburbs	\$250.00	\$50.00	\$0.00	\$50.00	\$350.00
		Other						N/A
Total:								\$7,750.00
Marie Toussaint	September 8-9, 2023	ICCTA Seminar and Board Meeting	Springfield, IL	\$150.00	\$250.00	\$250.00	\$120.00	\$770.00
	October 9-12, 2023	ACCT Annual Leadership Congress	Las Vegas, NV	\$1,200.00	\$500.00	\$1,500.00	\$280.00	\$3,480.00
	November 10-11, 2023	ICCTA Seminar and Board Meeting	Schaumburg, IL	\$150.00	\$50.00	\$0.00	\$0.00	\$200.00
	February 4-7, 2024	ACCT National Legislative Summit	Washington, DC	\$1,000.00	\$500.00	\$1,500.00	\$320.00	\$3,320.00
	March 7-9, 2024	ICCTA Seminar and Board Meeting	Kankakee, IL	\$150.00	\$120.00	\$300.00	\$50.00	\$620.00
	April or May 2024	ICCTA Lobby Day	Springfield, IL	\$0.00	\$250.00	\$250.00	\$100.00	\$600.00
	June 6-8, 2024	ICCTA Annual Convention	Chicago Suburbs	\$250.00	\$50.00	\$0.00	\$50.00	\$350.00
	TBD	IL Black Chamber of Commerce Conv.	TBD	TBD	TBD	TBD	TBD	TBD
Total:								\$9,340.00
Wendy Yanow	September 8-9, 2023	ICCTA Seminar and Board Meeting	Springfield, IL	\$150.00	\$250.00	\$250.00	\$120.00	\$770.00
	October 9-12, 2023	ACCT Annual Leadership Congress	Las Vegas, NV	\$1,200.00	\$500.00	\$1,500.00	\$280.00	\$3,480.00
	November 10-11, 2023	ICCTA Seminar and Board Meeting	Schaumburg, IL	\$150.00	\$50.00	\$0.00	\$0.00	\$200.00
	February 4-7, 2024	ACCT National Legislative Summit	Washington, DC	\$1,000.00	\$500.00	\$1,500.00	\$320.00	\$3,320.00
	March 7-9, 2024	ICCTA Seminar and Board Meeting	Kankakee, IL	\$150.00	\$120.00	\$300.00	\$50.00	\$620.00
	April or May 2024	ICCTA Lobby Day	Springfield, IL	\$0.00	\$250.00	\$250.00	\$100.00	\$600.00
	June 6-8, 2024	ICCTA Annual Convention	Chicago Suburbs	\$250.00	\$50.00	\$0.00	\$50.00	\$350.00
		Other						
Total:								\$9,340.00
Lydia Cruz	September 8-9, 2023	ICCTA Seminar and Board Meeting	Springfield, IL	\$150.00	\$250.00	\$250.00	\$120.00	\$770.00
	October 9-12, 2023	ACCT Annual Leadership Congress	Las Vegas, NV	\$1,200.00	\$500.00	\$1,500.00	\$280.00	\$3,480.00
	November 10-11, 2023	ICCTA Seminar and Board Meeting	Schaumburg, IL	\$150.00	\$50.00	\$0.00	\$0.00	N/A
	February 4-7, 2024	ACCT National Legislative Summit	Washington, DC	\$1,000.00	\$500.00	\$1,500.00	\$320.00	\$3,320.00
	March 7-9, 2024	ICCTA Seminar and Board Meeting	Kankakee, IL	\$150.00	\$120.00	\$300.00	\$50.00	\$620.00
	April or May 2024	ICCTA Lobby Day	Springfield, IL	\$0.00	\$250.00	\$250.00	\$100.00	\$600.00
	June 6-8, 2024	ICCTA Annual Convention	Chicago Suburbs	\$250.00	\$50.00	\$0.00	\$50.00	\$350.00
		Other						N/A
Total:								\$9,140.00

Approval of Policy Revision

Policy 5123 was recommended for revision on May 23, 2023. In accordance with College Policy, action on the proposed revisions will take place at the regular meeting of the Board of Trustees.

JLS:bs
6/2023

President's Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 hereby approves revisions to policy 5123, attached hereto.”

Deleted Text = ~~strikeout~~
New Text = ***Bold italics***

Policy No. 5123
8/29/1974
Revised 1/16/1996
Renumbered 7/1/2001
Revised 12/10/2013
Reviewed 12/9/2014
Revised 6/27/2023
Page1 of 2

STUDENTS

Student Employment

Oakton College provides employment opportunities to students in order to enhance their educational experience, promote their involvement with the College and to enable the College to function in an effective and cost-efficient manner.

Student Employee Definition

Student employees are employees who are students of Community College District 535 employed in non-classified personnel positions

Authorization to Employ

The administration is authorized to employ those students needed in accordance with the budgeted amounts in the various programs. All student employees must satisfy employment eligibility requirements.

Eligibility for Student Employment

1. He or she meets the enrollment requirement.
2. The student can show proof of eligibility to work in the United States.
3. At time of hire the student has a minimum cumulate GPA of 2.0 or first semester enrolled at Oakton.
4. He or she is making satisfactory progress toward achieving their educational goals. Satisfactory progress mirrors Oakton's SOAP policy.

Students are eligible to work as a student employee in any given fall or spring semester if he or she is registered in a minimum of ~~3~~ ***six (6)*** credit hours for that semester. Courses changed to audit and Alliance for Lifelong Learning classes will not be considered for eligibility for student employment.

Students are eligible to work in the summer if they were enrolled in the preceding spring, during the current summer term, or for the following fall.

Work Hour Limitations

Student employee work assignments range from 1 to 25 hours per week and from one month to one year in length.

Any exceptions are subject to review by and approval of the area Vice President and the Career and Transfer Center.

Multiple Student Employee Assignments

A student employee can be active in a maximum of 2 student employee assignments at any given time.

Limitation in Semesters Employed

A student will not work as a student employee more than 12 semesters (excluding summer). Any exceptions are subject to review by and approval of the Vice President for Student Affairs and the Vice President for Administrative Affairs.

See also Policy 4401.

Acceptance of the Illinois Community College Board (ICCB) FY2023 Trade School Program Grant

The ICCB awarded Oakton funds to meet the grant goal of providing access and strengthening pathways to careers in the “trades” for young adults (16-24 years old, primarily junior or senior in HS), particularly those in underserved communities, by creating opportunities for career exploration, seamless pathways/credential attainment, and work-based learning experiences.

ICCB has awarded Oakton College \$394,839 in grant funds for this program. The grant period is June 1, 2023 – June 30, 2024. The grant will be led by a grant manager yet to be hired, and Dr. Ileo Lott, Provost and Vice President for Academic Affairs will administer the grant.

AG:sm
6/2023

President’s Recommendation:

That the Board adopts the following resolution:

“Be it resolved that the Board of Trustees of Community College District 535 accepts the amount of \$394,839 to support the ICCB Trades School Program grant.”