



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, August 23, 2022

- I. CALL TO ORDER** August 23, 2022 at 6:30 p.m.
Boardroom (A-300)
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LIX**
Minutes of the Board Budget Hearing of July 19, 2022, No. 1
Minutes of the Regular Board Meeting of July 19, 2022, No. 2
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
 - A. Action Exhibits
 - 16779 Budget Transfers
 - 16780 Authorization to Review Series 2020A, Series 2020B, and Series 2020C Bonds for Consideration of Refinancing
 - 16781 General Obligation Bond Resolution
 - 16782 Housing Agreement with Dominican University
 - 16783 Agreement with Cleared4, Inc.
 - 16784 Microsoft Consolidated Campus Agreement with CDW-G
 - 16785 Agreement with Ocular Partners – Chicago Eye Institute

- 16786 Memorandum of Understanding with IBEW Renewable Energy Fund, Inc.
- 16787 Change of Course Fees for Inclusive Access Courses
- 16788 Approval and Release of Closed Session Minutes of the Board of Trustees
- 16789 Destruction of Closed Session Verbatim Recordings

B. Bills and Invoices

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

D. Human Resources Report

- *Administrative Contract
Julia Willis, Dean of Students

XIV. COMMUNICATIONS – INFORMATION

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

XV. ADJOURNMENT

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

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the Budget Hearing of the Board of Trustees to order in the Boardroom at 6:30 p.m. Following the Pledge of Allegiance, roll call was taken.

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

Absent: Ms. Norma Hernandez.

Mr. Stephens stated that Ms. Hernandez is in Pennsylvania and congratulated her on her recent election victory.

CITIZEN PARTICIPATION

None.

PUBLIC HEARING ON FY 2023 TENTATIVE BUDGET

Mr. Stephens said that for the FY 23 tentative budget, the total projected operating revenues are \$63,419,471, the total projected operating expenditures are \$68,996,363, and the total projected operating deficit is \$5,576,892.

Chairman Stephens explained that while a deficit is shown, it is expected that due to efficient work at the college, there will be a return to the general fund at the end of the fiscal year. Executive Director of Business Operations Colleen Rockafellow confirmed that \$10 million was returned this year. Chairman Stephens stated that money will be set aside to take care of the dropout situation while it is explored how Springfield can assist and a model is created.

Mr. Stephens said that the budget appropriates tentative expenditures for all positions and potential expenditures as they are known today. He asked if there were any questions from the Board about the budget as presented, and there were none.

ADJOURNMENT

The Chairman asked for a motion to adjourn the Budget Hearing. Motion was made by Ms. Viverito to adjourn the meeting, seconded by Mr. Johnson. Voice vote carried the motion unanimously. Mr. Stephens adjourned the meeting at 6:36 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Tracy Jennings
Board Secretary

Susan Page
Susan Page, Recording Secretary

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:36 p.m. The following roll call was taken.

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

Absent: Ms. Norma Hernandez.

APPROVAL OF BOARD MINUTES

Mr. Johnson made a motion, seconded by Mr. Jennings, to approve the minutes of the Regular Board Meeting of June 21, 2022. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

TCFA President Leslie Wester commented that the Golf Outing was a lot of fun, with about a dozen full-time faculty in attendance. Chairman Stephens thanked faculty for their support of the Foundation. Ms. Wester reported that faculty are working hard this summer, some running camps, some taking classes, and some taking a break to energize for the fall.

Mid-Management President Dorota Krzykowska reported that managers are helping students with orientation for the fall semester, and noted that Mid-Management will hold a chapter meeting on Thursday.

Classified Association President Katrina Mooney reported that classified will hold another Open House to meet with membership and team building. She noted that she is participating in DEI-focused Feedback Sessions for the project of updating the Professional Development Center's supervisory training.

Adjunct Faculty Association Vice President Patrick Kane reported that adjunct faculty are enjoying the summer and are looking forward to fall inservice.

STUDENT SENATE REPORT

TCSA President Whitney Romero introduced himself and reported that students are working on Welcome Back Week, to be held the second week of classes, and are finalizing the event calendar for the year.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

Ms. Viverito commented that the committee does not meet in July.

Finance/Maintenance & Operations

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

ADMINISTRATIVE REPORT

ICCMC Marketing Collaborative: Director of Marketing Services Sam Tolia presented a statewide brand campaign created by the Illinois Community College Marketing Collaborative (ICCMC), an initiative that includes all community colleges in the state. The key message of the campaign is “*For every student. For every community.*” Examples of how this will be a part of Triton’s marketing pieces were shown, with the ICCMC logo included, but muted.

Strategic Plan Year 1 Highlights: AVP of Institutional Initiatives, Planning & Accreditation Purva Rushi presented progress made in the first year of the Strategic Plan as follows. Goal 1 was advanced with improved success rates using peer mentors, the development of new courses/programs, and quality teaching methods such as best practice videos. Goal 2 highlights include DEI professional development, recognition of employees, and the review of Human Resources Board policies through a DEI lens. Goal 3 was advanced with hosting on-campus events for students from district schools, and bringing in employers and HR professionals for “Getting Hired” career panels for Triton students.

PRESIDENT’S REPORT

President Mary-Rita Moore acknowledged Dr. Susan Campos, Vice President of Academic Affairs, who will be serving as President of the Chief Academic Officers group in the state. Ms. Moore reported that she has heard many good points about employees reaching out to the community and encouraging students to be ready for the new academic year, and encouraged everyone to continue the good work.

CHAIRMAN’S REPORT

Chairman Stephens thanked all who attended the Foundation Golf Outing and participated in raising over \$90,000. He asked those present to pass the word on to others that their support is appreciated.

Mr. Stephens commented about the state of the world with Roe v Wade being overturned, which was a legal decision. He stated that if people rely on media coverage, they should get as much information as they can from trusted sources and filter the information themselves.

NEW BUSINESS

ACTION EXHIBITS

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

- 16775 Budget Transfers**
- 16776 GED Course Fees**
- 16777 Naxos Music Library Renewal**
- 16778 Agreement with TimelyMD**

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

PURCHASING SCHEDULES

B45.01 Catering Services – Child Development Center

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

BILLS AND INVOICES

Ms. Viverito made a motion, seconded by Mrs. Potter, to pay the Bills and Invoices in the amount of \$2,041,396.07.

Roll Call Vote:

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

Absent: Ms. Hernandez.

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

CLOSED SESSION

Chairman Stephens determined that there was no reason for the Board to move to Closed Session.

HUMAN RESOURCES REPORT

1.0 Faculty

Ms. Viverito made a motion, seconded by Mr. Jennings, to approve pages 1 and 2 of the Human Resources Report, items 1.1.01 through 1.2.05. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Mrs. Potter made a motion, seconded by Mr. Johnson, to approve pages 3 and 4 of the Human Resources Report, items 2.1.01 through 2.7.02. Voice vote carried the motion unanimously.

3.0 Administration

Mr. Jennings made a motion, seconded by Ms. Viverito, to approve page 5 of the Human Resources Report, items 3.1.01 through 3.4.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Mr. Johnson made a motion, seconded by Mrs. Potter, to approve page 6 of the Human Resources Report, items 4.1.01 through 4.1.02. Voice vote carried the motion unanimously.

5.0 Mid-Management

Mr. Jennings made a motion, seconded by Ms. Viverito, to approve page 7 of the Human Resources Report, item 5.1.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Ms. Viverito made a motion, seconded by Mr. Jennings, to approve pages 8 through 10 of the Human Resources Report, items 6.1.01 through 6.3.02. Voice vote carried the motion unanimously.

7.0 Other

Mr. Regan made a motion, seconded by Mrs. Potter, to approve pages 11 and 12 of the Human Resources Report, items 7.1.01 through 7.3.02. Voice vote carried the motion unanimously.

ADJOURNMENT

There being no further business before the Board, the Chairman asked for a motion to adjourn. Motion was made by Ms. Viverito to adjourn the meeting, seconded by Mr. Regan. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 7:36 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Tracy Jennings
Board Secretary

Susan Page
Susan Page, Recording Secretary

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

Meeting of August 23, 2022

ACTION EXHIBIT NO. 16779

SUBJECT: **BUDGET TRANSFERS**

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

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

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

**PROPOSED BUDGET TRANSFERS - FY 2022
FOR THE PERIOD 7/1/22 to 7/31/22**

FROM			TO		
ID#	AREA	ACCT #	AREA	ACCT #	AMOUNT
RESTRICTED FUND					
1	Perkins Business/Technology	06-10205003-520900000	Perkins Coordinator	06-20805008-510400010	\$ 2,673.32
2	STN-PERKINS-Health Career	06-10405003-520900000	ICCB Perkins Federal	06-20805002-530900010	2,300.00
3	IGEN Joliet Junior College	06-20905029-580600005	IGEN Joliet Junior College	06-20905029-510300210	<u>3,360.00</u>
			TOTAL RESTRICTED FUND		\$ <u>8,333.32</u>
			TOTAL PROPOSED BUDGET TRANSFERS		\$ <u><u>8,333.32</u></u>

Budget Transfer Form

Dollar Amount \$2,673.32

		Object Code Description
From what Budget Account	<u>06 10205003 520900000</u>	<u>Other Employee Benefits</u>
To what Budget Account	<u>06 20805008 510400010</u>	<u>Supervisory Staff Part-time</u>

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

Grant Accountant? Gerardo Porrás-Nava Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 A position was not filled during the year; thus Fringes funds are available to cover Perkins salary costs.

Explain specifically why additional funds are needed in the receiving account:
 An increase in the salaries budget is needed to cover the actual costs of staff that were under-budgeted. This is an allowable transfer under the Perkins grant guidelines.

Required Signatures

Requestor	<u>Cassandra Ramirez</u> <small>DocuSigned by: 87208656F4694B4...</small>	6/29/2022
Cost Center Manager	<u>Paul Jensen</u> <small>DocuSigned by: 815C0068B1974DE...</small>	6/29/2022
Associate Dean (if Applicable)	_____	
Dean (if Applicable)	_____	
Associate Vice President	<u>Paul Jensen</u> <small>DocuSigned by: 815C0068B1974DE...</small>	6/29/2022
Area Vice President	<u>Jodi Kaslow Martin</u> <small>DocuSigned by: 7F70B5824E4E1FC...</small>	6/29/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: [Signature]

Asst. Director of Finance: [Signature]

Exec. Director of Finance: [Signature]

Exec. Dir. of Bus. Operations: [Signature]

VP of Business Services: [Signature]

Entered by: B6319057/11/22

Budget Transfer Form

Dollar Amount \$2,300.00

From what Budget Account 06 10405003 520900000 Object Code Description HEA Fringes

To what Budget Account 06 20805002 530900010 Object Code Description ASC Other Contractual

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

Grant Accountant? Gerardo Porrás-Nava Include Attachments: Yes No

Rationale:

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

The staff position in which Fringes were budgeted came in under budget and thus these funds are available to cover Perkins consulting services costs.

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

An increase in the other contractual budget is needed in order to cover the actual costs of consulting services that were under-budgeted.

This is an allowable transfer under the Perkins grant guidelines.

Required Signatures

Requestor	DocuSigned by: <i>Linda Martinez</i>	6/29/2022
Cost Center Manager	94204F145DDE49D DocuSigned by: <i>Pamela Harmon</i>	6/29/2022
Associate Dean (If Applicable)	DC2E6A2B10544C4 DocuSigned by: <i>Ty Perkins</i>	6/29/2022
Dean (If Applicable)	2300FDEA1E26494 DocuSigned by: <i>Pamela Harmon</i>	6/29/2022
Associate Vice President	DC2E6A2B10544C4 DocuSigned by: <i>Paul Jensen</i>	6/29/2022
Area Vice President	815C0A2E81074DE DocuSigned by: <i>Susan Campos</i>	6/30/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: *[Signature]*

Asst. Director of Finance: *[Signature]*

Exec. Director of Finance: *[Signature]*

Exec. Dir. of Bus. Operations: *CR*

VP of Business Services: *[Signature]*

Entered by: B6318 DS 7/11/22

Budget Transfer Form

Dollar Amount \$3,360

			Object Code Description
From what Budget Account	06 - 20905029 - 580600005		IGEN Equip Instructional > 5k
To what Budget Account	06 - 20905029 - 510300210		IGEN P-T Stipend

DS
 PR

Is this a Grant? Yes No

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

Grant Accountant? Gerardo Porras-Nava

Include Attachments: Yes No

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Additional funds remain in Equipment Instructional >5K area after all purchases were made.

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

Funds used to reimburse staff for extra duty beyond original amount per IGEN's allowable grant expenditures. Additional hours from staff were spent solely for furthering and implementing the grant projects objectives this fiscal year. Authorization from IGEN for budget modification. This is an allowable transfer per Katie Davis, IGEN Coordinator.

Required Signatures

Requestor	DocuSigned by: <i>Jennifer Davidson</i>	6/29/2022
Cost Center Manager	DocuSigned by: <i>Francis Figg</i>	6/29/2022
Associate Dean (If Applicable)	DocuSigned by: <i>Jennifer Davidson</i>	6/29/2022
Dean (If Applicable)	DocuSigned by: <i>Jennifer Davidson</i>	6/29/2022
Associate Vice President	DocuSigned by: <i>Paul Jensen</i>	6/29/2022
Area Vice President	DocuSigned by: <i>Colleen Rockafellow</i>	6/29/2022

BUSINESS OFFICE APPROVALS

Grant Accountant: *[Signature]*

Asst. Director of Finance: _____

Exec Director of Finance: _____

Exec. Dir. of Bus. Operations: *CR* 6/29/22

VP of Business Services: *SS*

Entered by: BL310 DS 6/29/22

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

Meeting of August 23, 2022

ACTION EXHIBIT NO. 16780

**SUBJECT: AUTHORIZATION TO REVIEW SERIES 2020A, SERIES 2020B AND
SERIES 2020C BONDS FOR CONSIDERATION OF REFINANCING**

RECOMMENDATION: That the Board of Trustees adopt a resolution appointing Mesirow Financial, Inc. as the District's purchasing agent to consider opportunities for a secondary market purchase by the District of certain of its outstanding alternate revenue bonds, further authorizing such purchasing agent to cause a notice setting forth the District's consideration of such secondary market purchase opportunities to be published on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system for municipal securities disclosure.

RATIONALE: The District previously issued its Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A, its General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B and its Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C, all of which are currently outstanding. The District desires to explore the possibility of issuing its refunding bonds to retire all or a portion of the Series 2020A, the Series 2020B and the Series 2020C bonds in order to obtain a more favorable rate of interest for the District. Such Resolution appoints Mesirow Financial, Inc. as the District's purchasing agent to consider opportunities for the secondary market purchase by the District of all or a portion of the Series 2020A, the Series 2020B bonds and Series 2020C bonds. The Resolution also authorizes Mesirow Financial, Inc. to cause a notice to be published on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system for municipal securities disclosure, which notice will set forth the District's willingness to consider opportunities, including any based on discussions the District or the purchasing agent may initiate, for the purchase of all or a portion of the Series 2020A, the Series 2020B bonds and the Series 2020C bonds in open market transactions, in privately negotiated transactions or otherwise based on then-current market conditions and the potential benefit of any such purchase to the District. Such notice will further provide that the District gives no assurance that it will purchase any of the Series 2020A, the Series 2020B bonds or Series 2020C bonds, or if it does purchase any of such Series 2020A, Series 2020B and Series 2020C bonds, which bonds it will purchase or at what price. Such notice will also state that any proposed purchase of the Series 2020A, Series 2020B or Series 2020C bonds is conditioned upon the successful completion of the issuance of refunding bonds by the District.

Sean Sullivan

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

Board Officers' Signatures Required:

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

RESOLUTION ACTION EXHIBIT NO. 16780

**AUTHORIZATION APPOINTING MESIROW FINANCIAL, INC
AS DISTRICT 504'S BOND PURCHASING AGENT**

WHEREAS, THE Community College Act (Illinois Compiled Statutes: 110 ILCS 805/3-20.1) provides that, prior to final action on refinancing Series 2020 Bonds, the Board shall appoint Mesirow Financial, Inc. as the District's purchasing agent to consider opportunities for a secondary market purchase by the District of certain of its outstanding alternate revenue bonds, further authorizing such purchasing agent to cause a notice setting forth the District's consideration of such secondary market purchase opportunities to be published on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system for municipal securities disclosure.

Such Resolution appoints Mesirow Financial, Inc. as the District's purchasing agent to consider opportunities for the secondary market purchase by the District of all or a portion of the outstanding Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A of the District, the outstanding General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B of the District, and the outstanding Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C of the District. The Resolution also authorizes Mesirow Financial, Inc. to cause a notice to be published on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system for municipal securities disclosure, which notice will set forth the District's willingness to consider opportunities, including any based on discussions the District or the purchasing agent may initiate, for the purchase of all or a portion of the Series 2020A, Series 2020B and the Series 2020C bonds in open market transactions, in privately negotiated transactions or otherwise based on then-current market conditions and the potential benefit of any such purchase to the District. Such notice will further provide that the District gives no assurance that it will purchase any of the Series 2020A, Series 2020B or Series 2020C bonds, or if it does purchase any of such Series 2020A, Series 2020B and Series 2020C bonds, which bonds it will purchase or at what price. Such notice will also state that any proposed purchase of the Series 2020A, Series 2020B or Series 2020C bonds is conditioned upon the successful completion of the issuance of refunding bonds by the District.

ADOPTED, this 23rd day of August, 2022.

AYES:

NAYES:

ABSENT:

Mark R. Stephens, Chairman

Attest:

Tracy Jennings, Secretary

RESOLUTION NO. 16780

A RESOLUTION appointing Mesirov Financial, Inc. as the District's purchase agent to consider opportunities for a secondary market purchase by the District of certain of its outstanding alternate revenue bonds, and further authorizing such purchase agent to cause a notice setting forth the District's consideration of such secondary market purchase opportunities to be published on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system for municipal securities disclosure.

* * *

WHEREAS, Community College District No. 504, County of Cook and State of Illinois (the "*District*"), is a duly organized and existing Community College District created under the provisions of the laws of the State of Illinois and operating under the provisions of the Public Community College Act of the State of Illinois, as amended, and all laws amendatory thereof and supplementary thereto, including, without limitation, the Local Government Debt Reform Act of the State of Illinois, as amended; and

WHEREAS, pursuant to the resolution passed by the Board of Trustees of the District (the "*Board*") on October 20, 2020, the District has heretofore issued its (a) Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A (the "*Series 2020A Bonds*"), (b) General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B (the "*Series 2020B Bonds*"), and (c) Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C (the "*Series 2020C Bonds*"), and, together with the Series 2020A Bonds and the Series 2020B Bonds, collectively, the "*Prior Bonds*"), which Prior Bonds are binding and subsisting legal obligations of the District; and

WHEREAS, the Board has considered and determined that it is possible, proper and advisable, and in the best interests of the District, to consider opportunities for a secondary market

purchase by the District of all or a portion of the Prior Bonds from the owners thereof and the cancellation of any such Prior Bonds in order to take advantage of possible debt service savings; and

WHEREAS, the Board desires to appoint Mesirow Financial, Inc. to cause a notice to be published on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system for municipal securities disclosure, which notice will set forth the District's willingness to consider opportunities for the purchase of all or a portion of the Prior Bonds in open market transactions, in privately negotiated transactions or otherwise based on then-current market conditions and the potential benefit of any such purchase to the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 504, COUNTY OF COOK AND STATE OF ILLINOIS, AS FOLLOWS:

Section 1. Definitions In addition to the words and terms as defined in the preambles hereto, the following words and terms used in this Resolution shall have the following meanings unless the context or use clearly indicates another or different meaning is intended:

"Board" means the Chair and the Board of Trustees of the District.

"Chair" means the Chairman or the Vice Chairwoman of the Board.

"Designated Officers" means the Chair and the President of Business Services, and their respective successors and assigns.

"District" means Community College District No. 504, County of Cook and State of Illinois.

"EMMA" means the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system for municipal securities disclosure accessible at <http://www.emma.msrb.org/> or through any other electronic format or system prescribed by the

Securities and Exchange Commission from time to time for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“*President of Business Services*” means the President or Vice President of Business Services of the Board.

“*Prior Bonds*” means, collectively, (a) the Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A of the District, (b) the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, and (c) the Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C of the District.

“*Purchase Agent*” means Mesirow Financial, Inc., Chicago, Illinois, or any underwriting affiliate thereof.

“*Resolution*” means this Resolution, numbered as set forth on the title page hereof, passed by the Board on the 23rd day of August, 2022, as supplemented and amended.

Section 2. 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 do incorporate them into this Resolution by this reference thereto.

Section 3. Determination to Consider Opportunities to Purchase Prior Bonds. It is hereby found and determined by the Board that it is necessary and in the best interests of the government and affairs of the District to consider opportunities, including any based on discussions it or the Purchase Agent may initiate, for a secondary market purchase by the District of all or a portion of the Prior Bonds in open market transactions, in privately negotiated transactions or otherwise based on then-current market conditions and the potential benefit of any such purchase to the District.

Section 4. Appointment of Purchase Agent. The Purchase Agent is hereby approved and confirmed as the dealer manager for the District to consider opportunities for a secondary market purchase by the District of all or a portion of the Prior Bonds in open market transactions, in privately negotiated transactions or otherwise. The District shall pay a fee, in an amount acceptable to the Designated Officers, to the Purchase Agent as compensation for its services rendered as Purchase Agent, and such fee shall be deemed a cost of issuance and not included in the purchase price for any of the Prior Bonds.

Section 5. Publication of Notice on EMMA. The Purchase Agent, on behalf of the President of Business Services, is hereby authorized to post on EMMA any necessary notices with respect to the consideration of opportunities for the purchase of all or a portion of the Prior Bonds. Such notice shall be in form and substance acceptable to the President of Business Services and shall set forth the District's willingness to consider opportunities for the purchase of all or a portion of the Prior Bonds in open market transactions, in privately negotiated transactions or otherwise based on then-current market conditions and the potential benefit of any such purchase to the District. Such notice will further provide that the District gives no assurance that it will purchase any of the Prior Bonds, or if it does purchase any of such Prior Bonds, which bonds it will purchase or at what price. Such notice will also state that any proposed purchase of the Prior Bonds is conditioned upon the successful completion of the issuance of refunding bonds by the District, and that the District reserves the right to decline to proceed with any purchase of the Prior Bonds and to suspend or terminate its purchases of the Prior Bonds at any time without notice. Such notice shall provide that it is being provided to EMMA for general information purposes only, should not be viewed as a formal notification to holders of any of the Prior Bonds and shall not constitute an offer to buy, or the solicitation of an offer to sell, any of the Prior Bonds. The notice shall further

provide that the District has not authorized any person to make any recommendation to any holder as to whether to sell or hold any of the Prior Bonds.

Section 6. Duties of Purchase Agent. If requested by the Purchase Agent, any Designated Officer is authorized to execute the Purchase Agent's standard form of agreement between the District and the Purchase Agent with respect to the obligations and duties of the Purchase Agent hereunder.

Section 7. Severability. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 8. Repealer. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed.

Section 9. Effective Date. This Resolution shall be in full force and effect forthwith and immediately upon its passage.

Passed by the Board on August 23, 2022 by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

**COMMUNITY COLLEGE
DISTRICT NO. 504, COUNTY OF
COOK AND STATE OF ILLINOIS**

By: _____

Chair

MARK R. STEPHENS, BOARD CHAIRMAN

APPROVED this 23rd day of August, 2022.

Attest:

Secretary

Tracy Jennings, Board Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF RESOLUTION AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of Community College District No. 504, County of Cook and State of Illinois (the “*District*”), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the District and of the Board of Trustees thereof (the “*Board of Trustees*”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board of Trustees held on the 23rd day of August, 2022, insofar as same relates to the adoption of Resolution No. 16780 entitled:

A RESOLUTION appointing Mesirov Financial, Inc. as the District’s purchase agent to consider opportunities for a secondary market purchase by the District of certain of its outstanding alternate revenue bonds, and further authorizing such purchase agent to cause a notice setting forth the District’s consideration of such secondary market purchase opportunities to be published on the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system for municipal securities disclosure,

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 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 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, the Public Community College Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, 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 and the seal of the District, this 23rd day of August, 2022.

Secretary, Board of Trustees
Tracy Jennings

RESOLUTION ACTION EXHIBIT NO. 16781

AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2022

WHEREAS, THE Community College Act (Illinois Compiled Statutes: 110 ILCS 805/3-20.1) provides that, prior to final action on the General Obligation Refunding Bonds, Series 2022, the Board shall authorize and provide for the issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022, of Community College District No. 504, County of Cook and State of Illinois, in the aggregate principal amount not to exceed \$29,000,000, for the purpose of purchasing certain of the District’s outstanding alternate revenue bonds, authorizing the execution of one or more bond orders, and providing for the imposition of taxes to pay the same and for the collection, segregation and distribution of certain revenues of the District for the payment of said bonds.

Such Bond Resolution provides for the issuance of alternate bonds for the purpose of paying the costs of purchasing all or a portion of the outstanding Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A of the District, the outstanding General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B of the District and the outstanding Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C of the District. Such refunding bonds are issuable without referendum pursuant to the Local Government Debt Reform Act. The Bond Resolution provides for the levy of taxes to pay the refunding bonds, although the intent of the District is that the refunding bonds will be paid by the base operating grants received from time to time by the District from the Illinois Community College Board.

ADOPTED, this 23rd day of August, 2022.

AYES:

NAYES:

ABSENT:

Mark R. Stephens, Board Chairman

Attest:

Tracy Jennings, Secretary

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 504, County of Cook and State of Illinois, held at 2000 Fifth Avenue, River Grove, Illinois, in said District at 6:30 o'clock P.M., on the 23rd day of August, 2022.

* * *

The Chairman called the meeting to order and directed the Secretary to call the roll.

Upon roll call, Mark R. Stephens, the Chairman, and the following Trustees were physically present at said location: _____

The following Trustees were allowed by a majority of the Trustees of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees and the laws of the State of Illinois 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 Chairman announced that the next item of business before the Board of Trustees was the consideration of a resolution authorizing the issuance of the District’s General Obligation Refunding Bonds in one or more series of alternate revenue bonds on a taxable or tax-exempt basis in the aggregate principal amount not to exceed \$29,000,000 for the purpose of purchasing certain of the District’s outstanding alternate revenue source bonds. Thereupon, Trustee _____ presented, and there was made available to the Trustees and interested members of the public the following Resolution (the “*Bond Resolution*”):

A RESOLUTION authorizing and providing for the issuance of General Obligation Refunding Bonds of Community College District No. 504, County of Cook and State of Illinois, in one or more series of alternate revenue bonds on a taxable or tax-exempt basis in the aggregate principal amount not to exceed \$29,000,000,

for the purpose of purchasing certain of the District's outstanding alternate revenue bonds and paying for costs related thereto, authorizing the execution of one or more bond orders, and providing for the imposition of taxes to pay the same and for the collection, segregation and distribution of certain revenues of the District for the payment of said bonds.

Trustee _____ moved and Trustee _____ seconded the motion that the Bond Resolution as presented be adopted.

A Board of Trustees discussion of the matter followed. During the Board of Trustees discussion, the Chairman gave a public recital of the nature of the matter, which included a reading of the title of the Bond Resolution and statements that (a) the Bond Resolution provided for the issuance of one or more series of alternate bonds for the purpose of paying the costs of purchasing all or a portion of the outstanding Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A of the District, the outstanding General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B of the District and the outstanding Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C of the District; (b) the bonds are issuable without referendum pursuant to the Illinois Local Government Debt Reform Act, as amended; (c) the Bond Resolution provides for the levy of taxes to pay the bonds, although the intent of the District is that the bonds will be paid by the base operating grants received from time to time by the District from the Illinois Community College Board pursuant to the Illinois Public Community College Act; and (d) that the Bond Resolution provides certain details for the bonds, including provisions for terms and form of the bonds, and appropriations.

After a full and complete discussion thereof, the Chairman directed that the roll be called for a vote upon the motion to adopt the Bond Resolution.

Upon the roll being called, the following Trustees:

_____ voted

AYE, and the following Trustees: _____ voted NAY.

Whereupon the Chairman declared the motion carried and the Bond Resolution adopted, and approved and signed the same in open meeting and directed the Secretary to record the same in full in the records of the Board of Trustees of Community College District No. 504, County of Cook and State of Illinois, which was done.

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

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

Secretary, Board of Trustees
Tracy Jennings

RESOLUTION NO. 16781

A RESOLUTION authorizing and providing for the issuance of General Obligation Refunding Bonds of Community College District No. 504, County of Cook and State of Illinois, in one or more series of alternate revenue bonds on a taxable or tax-exempt basis in the aggregate principal amount not to exceed \$29,000,000, for the purpose of purchasing certain of the District's outstanding alternate revenue bonds and paying for costs related thereto, authorizing the execution of one or more bond orders, and providing for the imposition of taxes to pay the same and for the collection, segregation and distribution of certain revenues of the District for the payment of said bonds.

* * *

WHEREAS, Community College District No. 504, County of Cook and State of Illinois (the "*District*"), is a duly organized and existing Community College District created under the provisions of the laws of the State of Illinois and operating under the provisions of the Public Community College Act of the State of Illinois, as amended (the "*Community College Act*"), and all laws amendatory thereof and supplementary thereto, including, without limitation, the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"); and

WHEREAS, pursuant to the resolution passed by the Board of Trustees of the District (the "*Board*") on October 20, 2020, the District has heretofore issued its (a) Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020A (the "*Series 2020A Bonds*"), (b) General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B (the "*Series 2020B Bonds*"), and (c) Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020C (the "*Series 2020C Bonds*"), and, together with the Series 2020A Bonds and the Series 2020B Bonds, collectively, the "*Prior Bonds*"), which Prior Bonds are binding and subsisting legal obligations of the District; and

WHEREAS, pursuant to the provisions of the Debt Reform Act, and particularly Section 15 of the Debt Reform Act (pursuant to which alternate revenue bonds are authorized to be issued), the District may issue its alternate revenue bonds to refund or advance refund alternate revenue bonds previously issued by the District without meeting any of the conditions set forth in the Debt Reform Act and Section 15 thereof, provided that the term of the refunding bonds shall not be longer than the term of the refunded bonds and that the debt service payable in any year on the refunding bonds shall not exceed the debt service payable in such year on the refunded bonds; and

WHEREAS, the Prior Bonds were alternate revenue bonds issued pursuant to and in compliance with the provisions of the Debt Reform Act, and particularly Section 15 thereof; and

WHEREAS, the Board has considered and determined that since interest rates are more favorable for the District at this time, it is possible, proper and advisable, and in the best interests of the District, to refund all or a portion of the Prior Bonds (the portion of the Prior Bonds to be purchased and cancelled with the proceeds of the District's refunding bonds is collectively referred to herein as the "*Purchased Bonds*") by the purchase from owners thereof (the "*Purchase*") and the cancellation of such Purchased Bonds as provided in one or more Bond Orders on the dates and in the amounts as provided in such Bond Orders in order to take advantage of the debt service savings which may result from such lower interest rates; and

WHEREAS, the Board is authorized to issue alternate revenue bonds in one or more series in the aggregate issued amount not to exceed \$29,000,000 in accordance with the provisions of the Community College Act and the Debt Reform Act for the purpose of paying a portion of the costs of the Purchase, and the Board hereby determines that it is necessary and desirable that there be issued in one or more series at this time not to exceed \$29,000,000 in aggregate issued amount of

the alternate bonds so authorized (the “*Bonds*”) for the Purchase, in order to effect a savings in debt service; and

WHEREAS, the proposed Bonds to be issued will be payable from the Pledged Revenues and the Pledged Taxes (as said terms are hereinafter defined); and

WHEREAS, the Board has heretofore and it is hereby determined that the Pledged Revenues will be sufficient to provide or pay in each year to the final maturity of the Bonds an amount not less than 1.10 times debt service on (i) any other outstanding alternate revenue bonds previously issued by the District and remaining outstanding and payable from the Pledged Revenues (including, without limitation, any of the Prior Bonds not purchased with the proceeds of the Bonds), and (ii) the Bonds proposed to be issued pursuant to this Resolution; and

WHEREAS, the determination of the sufficiency of the Pledged Revenues is supported by reference to the most recent audit of the District for the fiscal year ending June 30, 2022, which, pursuant to the Debt Reform Act, is for a fiscal year ending not earlier than eighteen (18) months previous to the time of issuance of the Bonds; and

WHEREAS, the estimated costs of the Purchase, plus all related costs and expenses incidental thereto, is not more than \$29,000,000, plus investment earnings thereon; and

WHEREAS, the District does not have sufficient funds on hand and lawfully available to provide for the Purchase and the payment of all related costs and expenses incidental thereto; and

WHEREAS, the Purchase constitutes a lawful corporate purpose within the meaning of the Debt Reform Act; and

WHEREAS, the Property Tax Extension Limitation Law of the State of Illinois, as amended (“*PTELL*”), imposes certain limitations on the “aggregate extension” of certain property taxes levied by the District, but provides that the definition of “aggregate extension” contained in *PTELL*

does not include extensions made for any taxing district subject to PTELL to pay interest or principal on bonds issued under Section 15 of the Debt Reform Act; and

WHEREAS, the Board has heretofore, and it hereby expressly is, determined that it is advisable and necessary to authorize the sale of one or more series of the Bonds and to authorize the Chair and the President or Vice President of Business Services of the Board to provide for the sale thereof and thereupon to execute one or more Bond Orders (each, a “*Bond Order*”), all subject to the limitations hereinafter set forth; and

WHEREAS, the District shall further set forth the terms of each series of Bonds as provided in the relevant Bond Order.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 504, COUNTY OF COOK AND STATE OF ILLINOIS, AS FOLLOWS:

Section 1. Definitions In addition to the words and terms as defined in the preambles hereto, the following words and terms used in this Resolution shall have the following meanings unless the context or use clearly indicates another or different meaning is intended:

“*Act*” means the Local Government Debt Reform Act of the State of Illinois, as amended.

“*Additional Bonds*” means any alternate bonds to be issued subsequent in time to the Bonds in accordance with the provisions of the Act on a parity with and sharing ratably and equally in the Pledged Revenues with the Bonds and the Pledged Revenues Parity Bonds.

“*Board*” means the Chair and the Board of Trustees of the District.

“*Bond*” or “*Bonds*” means one or more, as applicable, of the not to exceed \$29,000,000 aggregate principal amount General Obligation Refunding Bonds (Alternate Revenue Source), authorized to be issued by the District pursuant to this Resolution or such other designation as set forth in the relevant Bond Order.

“*Bond Fund*” means the 2022 Alternate Bond Fund established hereunder and further described in Section 11 of this Resolution.

“*Bond Order*” means any written Bond Order hereinafter authorized to be executed by the Designated Officers and setting forth certain details of the Bonds as hereinafter provided.

“*Bond Register*” means the books of the District kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“*Bond Registrar*” means Amalgamated Bank of Chicago, Chicago, Illinois, a bank or trust company having trust powers, or a successor thereto or a successor designated as Bond Registrar hereunder.

“*Chair*” means the Chairman or the Vice Chairwoman of the Board.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Community College Act*” means the Public Community College Act of the State of Illinois, as amended.

“*County Clerk*” means the County Clerk of the County of Cook, Illinois.

“*Depository*” means The Depository Trust Company, New York, New York, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

“*Designated Officers*” means the Chair and the President of Business Services, and their respective successors and assigns.

“*District*” means Community College District No. 504, County of Cook and State of Illinois.

“*Expense Fund*” means the fund established hereunder and further described by Section 12 of this Resolution.

“Fiscal Year” means a twelve-month period beginning July 1 of the calendar year and ending on the next succeeding June 30.

“Outstanding” when used with reference to the Bonds and the Additional Bonds means such of those bonds which are outstanding and unpaid; *provided, however*, such term shall not include any of the Bonds or Additional Bonds (a) which have matured and for which moneys are on deposit with proper paying agents, or are otherwise properly available, sufficient to pay all principal and interest thereon, or (b) the provision for payment of which has been made by the District by the deposit in an irrevocable trust or escrow of (i) direct and general full faith and credit obligations of the United States Treasury (*“Directs”*), (ii) certificates of participation or trust receipts in trusts comprised wholly of Directs, or (iii) other obligations unconditionally guaranteed as to timely payment by the United States Treasury, the principal and interest of which will be sufficient to pay at maturity or as called for redemption all the principal of and interest and applicable premium, if any, on such Bonds or Additional Bonds.

“Paying Agent” means Amalgamated Bank of Chicago, Chicago, Illinois, a bank or trust company having trust powers, or a successor thereto or a successor designated as Paying Agent hereunder.

“Pledged Moneys” means the Pledged Revenues and the Pledged Taxes, as all of such terms are defined herein.

“Pledged Revenues” means the base operating grants received from time to time by the District from the Illinois Community College Board pursuant to Community College Act, which Pledged Revenues are pledged hereunder by the District as security for the Bonds.

“Pledged Revenues Parity Bonds” means, collectively, any of the Prior Bonds not purchased with the proceeds of the Bonds and any other outstanding alternate revenue bonds previously issued by the District and remaining outstanding and payable from the Pledged

Revenues, as set forth and provided for in any such ordinance authorizing the issuance of any such Pledged Revenues Parity Bonds.

“*Pledged Taxes*” means the ad valorem taxes levied against all the taxable property within the District without limitation as to rate or amount, pledged hereunder by the District as security for the Bonds.

“*PMA*” means PMA Securities, LLC, Naperville, Illinois.

“*President of Business Services*” means the President or Vice President of Business Services of the Board.

“*Purchased Bonds*” means the portion of the Prior Bonds, as set forth in the relevant Bond Order, which may be purchased from their owners pursuant to a Purchase Offer with a portion of the proceeds of the Bonds.

“*Purchase Offer*” means an offer from the District to purchase the Purchased Bonds from their owners.

“*Purchase Price*” means not less than 99% of par (not including original issue discount) as set forth in the relevant Bond Order.

“*Purchaser*” means Mesirow Financial, Inc., Chicago, Illinois or such other purchaser or purchasers of the Bonds as described in Section 9 of this Resolution and identified in the relevant Bond Order, provided that such other purchaser or purchasers shall be 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*.

“*Record Date*” means the 15th day of the month next preceding any regular or other interest payment date which occurs on the first day of a month and 15 days prior to any interest payment date occasioned by a redemption on other than the first day of a month.

“*Resolution*” means this Resolution, numbered as set forth on the title page hereof, passed by the Board on the 23rd day of August, 2022, as supplemented and amended.

Section 2. 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 do incorporate them into this Resolution by this reference thereto.

Section 3. Determination to Issue Bonds. It is hereby found and determined that the Board has been authorized by law to borrow money in the amount of not more than \$29,000,000 upon the credit of the District and as evidence of such indebtedness to issue the Bonds in one or more series for the purpose of paying for the Purchase and all related costs and expenses incidental thereto, and that such borrowing of money is necessary and in the best interests of the government and affairs of the District, is a public purpose and is in the public interest.

Section 4. Bond Details. For the purpose of providing funds for the payment of the costs of the Purchase and all related costs and expenses incidental thereto, there shall be issued and sold the Bonds in the aggregate principal amount of not more than \$29,000,000. The Bonds shall be issued pursuant to the Act in one or more series of taxable bonds designated as “Taxable General Obligation Refunding Bonds (Alternate Revenue Source)” and/or tax-exempt bonds designated “General Obligation Refunding Bonds (Alternate Revenue Source)”, shall be dated as provided in a Bond Order (but not later than the earlier of February 23, 2023 or the next election for members of the Board) (such date being the “*Dated Date*”), and shall also bear the date of authentication thereof, shall be in fully registered form, shall be in denominations of \$5,000 each and authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered R-1 and upward and shall bear interest to be payable semiannually on June 1 and December 1 in each year, commencing on June 1, 2023 or December 1, 2023, or on such other dates as may be provided in the relevant Bond Order.

The Bonds shall mature serially and/or as Term Bonds (subject to the right of prior redemption hereinafter stated) on June 1 or December 1 (or on such other dates as may be provided in the relevant Bond Order) of each of the years and in the amounts and bearing interest at the rates percent per annum as shall be set forth in the relevant Bond Order, *provided, however*, that (i) no Bond shall mature on a date which is later than June 1, 2035, (ii) no Bond shall bear interest at a rate percent per annum which is in excess of five percent (5%), and (iii) the aggregate amount of principal payments on the Bonds shall not exceed \$3,475,000 in any year.

Each Bond shall bear interest from the Dated 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 Bonds is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) to be paid by check or draft of the Paying Agent, payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, or as otherwise agreed by the District and the Depository so long as the Bonds remain in book-entry only form as hereinafter provided. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal office maintained for the purpose by the Paying Agent in Chicago, Illinois, or at successor Paying Agent and address.

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

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

Section 5. Redemption.

(a) *Optional Redemption.* If so provided in the Bond Order(s), the Bonds of a series may be subject to redemption prior to maturity at the option of the District, from any available funds, in whole or in part, in any order of their maturity as determined by the District (less than all of the Bonds of a single maturity to be selected by the Bond Registrar and within any maturity by lot), on the date of redemption provided in the applicable Bond Order (which date of optional redemption shall not be later than 2032), and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

(b) *Mandatory Redemption.* The Bonds of a series may be subject to mandatory redemption as Term Bonds as set forth in the Bond Order(s). The District covenants that it will redeem any Term Bonds pursuant to any mandatory redemption requirement for such Term Bonds and levy taxes accordingly.

(c) *Additional Bonds.* Additional Bonds hereinafter issued pursuant to the terms hereof may be redeemable at such times and upon such terms as may be determined at the time of authorization thereof.

Section 6. Redemption Procedure The District shall, at least forty-five (45) days prior to a redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of the designated Bonds, such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than sixty (60) days prior to the redemption date by the Bond Registrar for the Bonds of such maturity or maturities, by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 portion of principal amount of a Bond shall be as likely to be called for redemption as any other such \$5,000 portion. The Bond Registrar shall promptly notify the District in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

For any such redemptions, unless waived by the registered owner of Bonds to be redeemed, official notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the District by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address as it appears on the registration books kept by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall state:

- (i) the redemption date,
- (ii) the redemption price,
- (iii) the identification by CUSIP numbers, if applicable, and maturity dates (and, in the case of partial redemption of Bonds within a maturity, the respective principal amounts) of the Bonds to be redeemed,
- (iv) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (v) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and
- (vi) such other information then required by custom, practice or industry standard.

Prior to any redemption date, the District shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on such redemption date.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond 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 conditioned upon the receipt of such moneys by the Bond 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 Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

Subject to the provisions for a conditional redemption described above, official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds 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 Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners to whom proper notice shall have been given. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond(s) of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal amount.

If any Bond or portion of a Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal and premium, if any, shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of a Bond so called for redemption. All Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued.

In addition to the foregoing notice, further notice shall be given by the Bond Registrar on behalf and at the expense of the District as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Bonds being redeemed; (b) the date of issue of the Bonds as originally issued; (c) the rate of interest borne by each Bond being redeemed; (d) the maturity date of each Bond being redeemed; and (e) any other descriptive information needed to identify accurately the Bonds being redeemed.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

The District agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however*, that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the District (unless a separate agreement shall be made), (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the District with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

As part of its duties hereunder, the Bond Registrar shall prepare and forward to the District a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

Section 7. Book Entry Provisions; Registration of Bonds; Persons Treated as Owners.

A. Book Entry Provisions. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of “*Cede & Co.*”, or any successor thereto, as nominee of the Depository. All of the Bonds from time to time shall be registered in the Bond Register in the name of Cede & Co., as nominee of the Depository. The Designated Officers and the Bond Registrar are each authorized to execute and deliver on behalf of the District such letters to or agreements with the Depository as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”). Without limiting the generality of the authority given with respect to entering into such Representation Letter, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of the Depository, the District and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*Depository Participant*”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning

of the immediately preceding sentence, the District and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. The District and the Bond Registrar may deem and treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond 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 Bonds to the extent of the sum or sums so paid.

No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the applicable Record Date, the name "*Cede & Co.*" in this Resolution shall refer to such new nominee of the Depository.

In the event that (a) the District determines that the Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the agreement among the District, the Bond Registrar and the Depository evidenced by the Representation Letter shall be terminated for any reason or (c) the District determines that it is in the best interests of the District or of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the District shall notify the Depository and the Depository Participants of the availability through the Depository of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of the Depository. At that time, the District may determine that the Bonds shall be registered in the name of and deposited with a successor 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 Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Depository, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

B. Registration of Bonds. The District shall cause the Bond Register as provided in this Resolution to be kept at the principal office maintained for the purpose by the Bond Registrar in Chicago, Illinois, which is hereby constituted and appointed the registrar of the District for this issue. The District is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the District for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Resolution. Upon surrender for

transfer or exchange of any Bond at the principal office maintained for the purpose by the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the District shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. The execution by the District of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

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

The person in whose name any Bond 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 Bond shall be made only to or upon the order of the registered owner thereof or the legal representative of such owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the District or the Bond 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 Bonds except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

Section 8. Form of Bonds The Bonds shall be prepared in substantially the following form:

(Form of Bond)

REGISTERED
NO. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK
COMMUNITY COLLEGE DISTRICT NO. 504
[TAXABLE] GENERAL OBLIGATION REFUNDING BOND (ALTERNATE REVENUE SOURCE),
[SERIES 2022]**

Interest Maturity Dated
Rate: _____% Date: _____ Date: _____, [2022] CUSIP: _____

Registered Owner: Cede & Co.

Principal Amount: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that Community College District No. 504, County of Cook and State of Illinois (the “*District*”), hereby acknowledges itself to owe and for value received promises to pay 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 Dated Date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on _____ 1 and _____ 1 of each year, commencing _____ 1, 2023, until said Principal Amount is paid, except as the hereinafter stated provisions for redemption prior to maturity may and shall become applicable hereto. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal office maintained for the purpose by Amalgamated Bank of Chicago, Chicago, Illinois, as paying agent and bond registrar (the “*Bond 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 Bond Registrar, at the close of business on the applicable Record Date (the “*Record Date*”). The Record Date shall be the fifteenth (15th) day of the month next preceding any regular or other interest payment date which

occurs on the first day of a month and the fifteenth day preceding any interest payment date occasioned by a redemption on other than the first day of a month. Interest shall be paid by check or draft of the Bond 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 Bond Registrar, or as otherwise agreed by the District and the Depository so long as the Bonds remain in book-entry only form as hereinafter provided.

This bond and the bonds of the series of which it forms a part (the “*Bond*” and “*Bonds*” respectively) are part of an authorized issue of _____ Dollars (\$_____) of like date and tenor, except as to maturity, rate of interest and privilege of redemption, and are issued pursuant to the Public Community College Act of the State of Illinois, the Local Government Debt Reform Act of the State of Illinois, as amended, and all laws amendatory thereof and supplementary thereto (collectively, the “*Applicable Law*”). The Bonds are issued pursuant to the Applicable Law for the purpose of paying the cost of purchasing certain outstanding alternate revenue bonds previously issued by the District (collectively, the “*Prior Bonds*”) and paying expenses incidental thereto.

The Bonds are issued pursuant to Resolution No. _____, passed by the Board of Trustees of the District (the “*Board*”) on the 23rd day of August, 2022 (together with and as supplemented by a Bond Order executed by the Chair, the “*Bond Resolution*”), to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the owner by the acceptance of this Bond assents.

The Bonds are general obligations of the District payable from the Pledged Revenues of the District and from the Pledged Taxes of the District (as said capitalized terms are defined in the Bond Resolution), all in accordance with the provisions of the Applicable Law.

The Pledged Revenues are also currently available to pay the Pledged Revenue Parity Bonds (as defined in the Bond Resolution). Additional Bonds payable from the Pledged Revenues may be issued pursuant to the terms of the Bond Resolution. The Additional Bonds shall share ratably and equally in the Pledged Revenues with the Bonds and the Pledged Revenue Parity Bonds, *provided, however*, that no Additional Bonds shall be issued except in accordance with the provisions of the Applicable Law.

Under the Applicable Law and the Bond Resolution, available Pledged Revenues shall be deposited into and segregated in the Pledged Revenues Account of the [2022] Alternate Bond Fund, and the Pledged Taxes shall be deposited into and segregated in the Pledged Taxes Account of the [2022] Alternate Bond Fund, each as created by the Bond Resolution. Moneys on deposit in said Accounts shall be used and are pledged for paying the principal of and interest on the Bonds and for any further purposes in the priority of lien and as provided by the terms of the Bond Resolution.

The Bonds of this issue may be subject to redemption prior to maturity at the option of the District as set forth in the Bond Order.

[Bonds maturing on and after _____, ___, shall be subject to redemption prior to maturity at the option of the District, from any available funds, in whole or in part, in integral multiples of \$5,000, in any order of their maturity as determined by the District (less than all of the Bonds of a single maturity to be selected by the Bond Registrar and within any maturity by lot), on _____, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.]

[Bonds due on _____ and _____, are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par

(ii) The District is authorized to designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b) of the Code pursuant to the Bond Order provided that for calendar year 2022 the reasonably anticipated amount of qualified tax-exempt obligations (including 501(c)(3) obligations and tax-exempt leases but excluding other private activity bonds) which will be issued by the District and all entities subordinate to the District during such year does not exceed \$10,000,000 (or such higher amount as authorized pursuant to the Internal Revenue Code in existence at the time of issuance).]

It is hereby certified and recited that all conditions, acts and things required to be done precedent to and in the issuance of this Bond, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the District, represented by the Bonds, does not exceed any limitation imposed by law, unless the Pledged Taxes shall have been extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then outstanding shall be included in the computation of indebtedness of the District for purposes of all statutory provisions or limitations until such time as an audit of the District shall show that the Bonds shall be been paid from the Pledged Revenues for a complete Fiscal Year, in accordance with the Act; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Pledged Taxes, and the segregation of the Pledged Moneys to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity; and that the District hereby covenants and agrees that it will properly account for said Pledged Moneys and will comply with all the covenants of and maintain the funds and accounts as provided by the Resolution The full faith, credit and resources of the District are pledged to the punctual payment of the principal of and interest on the Bonds.

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

IN WITNESS WHEREOF, said Community College District No. 504, County of Cook and State of Illinois, by its Board of Trustees, has caused this Bond to be signed by the manual or duly authorized facsimile signature of the Chair and the Secretary of the Board of Trustees of the District, and to be registered, numbered and countersigned by the manual or duly authorized facsimile signature of the President of Business Services 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)

President of Business Services

Date of Authentication: _____, ____

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
Amalgamated Bank of Chicago
Chicago, Illinois

This Bond is one of the Bonds described in the within mentioned resolution and is one of the [Taxable] General Obligation Refunding Bonds (Alternate Revenue Source), [Series 2022], of Community College District No. 504, County of Cook and State of Illinois.

Amalgamated Bank of Chicago,
as Bond Registrar

By _____
(SPECIMEN)
Authorized Officer

ASSIGNMENT

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

attorney to transfer the said Bond 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 Bond in every particular, without alteration or enlargement or any change whatever.

[End of Form of Bond]

Section 9. Sale of Bonds. The Designated Officers are hereby authorized to proceed, without any further official authorization or direction whatsoever from the Board, to sell and deliver the Bonds to the Purchaser at the Purchase Price and upon the terms as herein provided. The Designated Officers as shall be appropriate shall be and are hereby authorized and directed (a) to sell the Bonds to the Purchaser for the Purchase Price at a negotiated sale upon their finding that the terms of the Bonds are fair and reasonable in view of current conditions in the bond markets and that the Bonds meet the terms and requirements of this Resolution, or (b) to sell the Bonds in a private placement to (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the 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 (b) above shall be selected only upon receipt by the District of the written recommendation of PMA that the sale of the Bonds on a negotiated or private placement basis to the Purchaser is in the best interest of the District because of (x) the pricing of the Bonds by the Purchaser, (y) then current market conditions or (z) the timing of the sale of the Bonds; and further provided, that the Purchaser as set forth in (b) above 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 Officers to be in the best interest of the District.

Any such sale of the Bonds shall be made upon the advice (in the form of a written certificate or report) of PMA that the net interest cost rate on the Bonds, calculated in accordance with customary market practice, does not exceed five percent (5%) and that the terms of the Bonds are fair and reasonable in view of current conditions in the bond markets. As an additional limitation, PMA’s certificate or report (as hereinabove described) must set forth that the Purchase and the cancellation of the Purchased Bonds will provide an aggregate present value debt service

savings to the District resulting from the issuance of Bonds to purchase the Prior Bonds which are chosen to be purchased of not less than two percent (2%) of the par value of the Bonds (the “*Savings Target*”), which report shall demonstrate the amount of such savings and that the Savings Target is met. The President of Business Services may choose all or any lesser portion of bonds to be purchased, in such manner as will provide such savings.

The Designated Officers as shall be appropriate shall be and are also hereby authorized and directed to approve or execute, or both, the relevant Bond Order and such other documents of sale of the Bonds as may be necessary, including, without limitation, a Preliminary (or Deemed Final) Official Statement, an Official Statement, a bond purchase agreement(s), a Tax Compliance Agreement (as hereinafter defined), if applicable, and closing documents. The Designated Officers are hereby authorized to execute, without further official action or direction by the Board, such additional documents as shall be required to effectuate the delivery of the Bonds.

The Bonds hereby authorized shall be executed as provided in this Resolution as soon after the delivery of the relevant Bond Order as may be, and thereupon be deposited with the President of Business Services who receives the taxes of the District, and, after authentication thereof by the Bond Registrar, be delivered by the President of Business Services to the Purchaser upon receipt of the Purchase Price. The Purchase Price shall be as provided in the relevant Bond Order. The Secretary is further directed to enter the relevant Bond Order into the records of the District and make available to the Board a copy of such executed Bond Order at the first regularly scheduled meeting of the Board following the execution of the same, 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 relevant Bond Order.

Nothing in this Section shall require the Designated Officers to sell the Bonds if, in their judgment, the conditions in the bond markets shall have markedly deteriorated from the time of

adoption hereof, but the Designated Officers shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Resolution and the conditions of this Section shall have been met. As a further exercise of this authority, the Designated Officers may sell the Bonds in more than one series; and, in such event, shall be authorized to change the name of the Bonds for each such series so that such series may properly be identified separately. Further, in such event, the provisions for registration, redemption and exchange of Bonds shall be read as applying to Bonds only of each series, respectively, and not as between series. Each Bond Order shall be made a part of the transcript of the proceedings related to the issuance of the Bonds. The Designated Officers must find and determine in the relevant Bond Order that no person holding any office of the District either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in said bond purchase agreement(s) with the Purchaser for the purchase of the Bonds.

The Designated Officers are hereby authorized and directed to execute one or more bond purchase agreements in connection with the sale of the Bonds, in the name and on behalf of the District. The bond purchase agreement(s) shall be substantially in the form of purchase agreements commonly used in transactions similar to that described in this Resolution, with such changes as necessary to reflect the terms and provisions of the Bonds, this Resolution and such other changes as the Designated Officers shall determine are necessary or desirable in connection with the sale of the Bonds, including whether to purchase Municipal Bond Insurance Policy (as hereinafter defined) and the related terms.

No person holding any office of the District, either by election or appointment under the laws or Constitution of the State of Illinois, is in any manner financially interested directly in his

or her own name or indirectly in the name of any person, association, trust or corporation, in the purchase of the Bonds.

The selection and retention of Saul Ewing Arnstein & Lehr LLP, Chicago, Illinois, to serve as bond counsel in connection with the issuance of the Bonds is hereby ratified, confirmed and approved.

Upon the sale of the Bonds or any series of the Bonds, the Designated Officers are hereby authorized to execute, without further official action or direction by the Board, such additional documents and closing documents as shall be required to effectuate the delivery of the Bonds, including, without limitation, the Preliminary Official Statement of the District relating to the Bonds, the Official Statement, the Tax Compliance Agreement (if applicable), any bond purchase agreement(s), the Continuing Disclosure Undertaking (as hereinafter defined), if applicable, and closing documents and certificates.

Section 10. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Moneys and shall not constitute an indebtedness of the District within the meaning of any constitutional provision or statutory limitation, unless the Pledged Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth herein, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the District for purposes of all statutory provisions or limitations until such time as an audit of the District shall show that the Bonds shall have been paid from the Pledged Revenues for a complete Fiscal Year, in accordance with the Act.

Section 11. 2022 Alternate Bond Fund. There is hereby created a special fund of the District, which fund shall be maintained by the District separate and apart from all other funds and accounts of the District and shall be known as the “2022 Alternate Bond Fund” (the “*Bond Fund*”). The purpose of the Bond Fund is to provide a fund to receive and disburse the Pledged Revenues

for the Bonds and to receive and disburse the Pledged Taxes for any (or all) of the Bonds. There are hereby created two accounts of the Bond Fund, designated the “*Pledged Revenues Account*” and the “*Pledged Taxes Account*”. All Pledged Revenues as required for the Bonds shall be deposited to the credit of the Pledged Revenues Account, and all Pledged Taxes shall be deposited to the credit of the Pledged Taxes Account. The Bond Fund and its respective accounts constitute a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the District by this Resolution. The Bonds are secured by a pledge of all of the moneys on deposit in the Bond Fund, and such pledge is irrevocable until the Bonds have been paid in full or until the obligations of the District are discharged under this Resolution.

Any Pledged Taxes received by the District shall promptly be deposited into the Pledged Taxes Account of the Bond Fund. Pledged Taxes on deposit to the credit of the Pledged Taxes Account shall be fully spent to pay the principal of and interest on the Bonds for which such taxes were levied and collected prior to the use of any moneys on deposit in the Pledged Revenues Account of the Bond Fund.

All Pledged Revenues as required for the Bonds shall be credited to the Pledged Revenues Account of the Bond Fund and held, in cash and investments, on or before the first day of each month by the President of Business Services, without any further action or direction. Each monthly deposit shall be a fractional amount of the interest becoming due on the next succeeding interest payment date on all Bonds and also a fractional amount of the principal becoming due on the next succeeding maturity date of all of the Bonds until there shall have been accumulated and held, in cash and investments, in the Pledged Revenues Account on or before the month preceding such maturity date of interest or maturity date of principal, an amount sufficient to pay such principal or interest, or both.

In computing the fractional amount to be set aside each month in the Pledged Revenues Account, the fraction shall be so computed that a sufficient amount will be set aside in said Account and will be available for the prompt payment of such principal of and interest on all Bonds and shall be not less than one-sixth of the interest becoming due of the succeeding interest payment date and not less than one-twelfth of the principal becoming due on the next succeeding principal payment date of all Bonds outstanding until there is sufficient money in said Account to pay such principal or interest, or both.

Credits to the Pledged Revenues Account need not be made at such time as there shall be a sufficient sum, held in cash and investments, in said Account to meet principal and interest requirements in said Account on the next two (2) succeeding debt service payment dates on the Bonds outstanding.

Notwithstanding any of the foregoing, if the Board determines that there are Pledged Revenues that will not be needed to either pay debt service on the Bonds or permit the abatement of the taxes herein levied, such Pledged Revenues are not required to be deposited into the Bond Fund or if such Pledged Revenues are on deposit therein, the same may at the direction of the Board and to the extent permitted by law, be transferred to another account or fund of the District.

Section 12. Use of Bond Proceeds. The District and the Board hereby covenant that all of the proceeds of the Bonds shall be used in compliance with all of the requirements of the Act and the Community College Act. The proceeds derived from the sale of the Bonds shall be used as follows:

(a) Accrued interest, if any, received by the District upon the sale of the Bonds shall be remitted by the President of Business Services for deposit into the Pledged Revenues Account of the Bond Fund, and used to pay first interest coming due on the Bonds.

(b) The District shall then allocate from the Bond proceeds, along with any premium received by the District upon the sale of the Bonds, the sum necessary for expenses incurred in the issuance of the Bonds which sum shall be deposited into an

“Expense Fund” to be maintained by the President of Business Services and disbursed from time to time for such issuance expenses upon the direction of the Board. Moneys not disbursed from the Expense Fund within six (6) months shall be transferred by the District for deposit into the Pledged Revenues Account of the Bond Fund, and any deficiencies in the Expense Fund shall be paid by disbursement from the Pledged Revenues Account.

(c) The balance of the proceeds of the sale of the Bonds, together with such money in the debt service funds for the Purchased Bonds as may be advisable for the purpose, shall be used to provide for the Purchase. The Designated Officers are hereby authorized to purchase the Purchased Bonds from their owners as will allow the District to meet the Savings Target, and the Designated Officers shall be and are hereby authorized and directed to approve or execute, or both, such Purchase Offer documents as may be necessary, including, without limitation, the contract for the purchase of the Purchased Bonds between the District and the owners of the Purchased Bonds. Mesirow Financial, Inc., Chicago, Illinois, or any underwriting affiliate thereof is hereby approved and confirmed as the dealer manager with respect to the Purchase Offer (the “*Purchase Agent*”). The Designated Officers are hereby authorized to work with the Purchase Agent to take all necessary steps to proceed with the Purchase Offer. The President of Business Services and any other officers of the District, as shall be appropriate, shall be and are hereby authorized and directed to act in accordance with directions of the Designated Officers, the Purchase Agent, PMA, and any financial advisors or escrow agents as may be approved by the Designated Officers (collectively, the “*Purchase Offer Advisors*”), to approve, execute, or both, such Purchase Offer documents and such collateral agreements with the Purchase Offer Advisors as may be necessary. The Designated Officers reserve the right to decline to proceed with the Purchase Offer and the issuance of the Bonds if the Savings Target is not met or for any other reason if in the judgment of the Designated Officers the best interests of the District are not being served. To the extent Bond proceeds are used to purchase the Purchased Bonds, such moneys shall be applied to purchase the Purchased Bonds from their owners pursuant to a Purchase Offer on a date which is not later than 90 days after the issuance of the Bonds. When any Purchased Bonds are so purchased, the President of Business Services shall cancel them pursuant to Section 3A-4 of the Community College Act. The District shall pay a fee, in an amount acceptable to the Designated Officers, to the Purchase Agent as compensation for its services rendered as Purchase Agent, and such fee shall be deemed a cost of issuance and not included in the purchase price for the Purchased Bonds. The President of Business Services is hereby authorized to post any necessary notices with respect to the purchase of the Purchased Bonds on the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system for municipal securities disclosure.

Section 13. Pledged Taxes; Tax Levy. For the purpose of providing funds required to pay the interest and principal on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, and as provided in Section 15 of the Act, there is hereby levied upon all of the taxable property within the District, in the years for which any of the Bonds

are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the District, in addition to all other taxes, the direct annual taxes as provided in the relevant Bond Order; provided, however, that the aggregate amount of Pledged Taxes levied for any one year shall not exceed the amount of \$3,500,000.

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes levied pursuant to the relevant Bond Order; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

The District covenants and agrees with the Purchaser and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the District will take no action or fail to take any action which in any way would adversely affect the ability of the District to collect the Pledged Revenues or to levy and collect the Pledged Taxes. The District and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues will be available and that the Pledged Taxes will be levied, extended and collected as provided herein and in the relevant Bond Order, and deposited into the Bond Fund.

Section 14. Filing with County Clerk. Promptly, as soon as this Resolution and each Bond Order become effective, a copy of this Resolution, as both certified by the Secretary, shall be filed with the County Clerk; and the County Clerk shall in and for each of the levy years as provided in the relevant Bond Order ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied in each of said years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the District for general corporate purposes of the District; and the County Clerk, or other appropriate officer or designee, shall remit the Pledged Taxes for deposit to the credit of the Bond

Fund, and in said years such annual tax shall be levied and collected by and for and on behalf of the District in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds. When collected, the taxes levied by this Resolution and the relevant Bond Order shall be placed to the credit of the Bond Fund created pursuant to this Resolution.

Section 15. Abatement of Pledged Taxes. As provided in the Act, whenever the Pledged Revenues shall have been determined by the President of Business Services to provide in any calendar year an amount not less than 1.10 times debt service of all outstanding Bonds in such calendar year, and whenever the Pledged Revenues shall have been deposited into the Bond Fund in an amount sufficient to pay debt service on all outstanding Bonds in such calendar year, the Board acting with proper authority shall, prior to the time the Pledged Taxes levied in such calendar year are extended, direct the abatement of the Pledged Taxes, and proper notification of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 16. Issuance of Additional Bonds. The District reserves the right to issue Additional Bonds without limit from time to time payable from the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Bonds and the Pledged Revenues Parity Bonds, as applicable; *provided, however,* that no Additional Bonds shall be issued except in accordance with the provisions of the Act.

Any such Additional Bonds which may be issued in compliance herewith shall be payable as to principal and as to interest in each year in which principal and interest come due on the same dates as applicable to the Bonds.

Section 17. General Covenants Regarding Pledged Revenues. The District covenants and agrees with the owners of the Outstanding Bonds, so long as there are any Outstanding Bonds, as follows:

(a) The Pledged Revenues are hereby pledged to the payment of the Bonds; and the Board covenants and agrees to provide for, collect and apply the Pledged Revenues to the payment of all of such Bonds as are from time to time Outstanding Bonds and any Pledged Revenues Parity Bonds remaining outstanding, and the provision of at least 1.10 times debt service coverage thereon, all in accordance with Section 15 of the Act. The determination of the sufficiency of the Pledged Revenues pursuant to this subsection (a) shall be supported by reference to the most recent audit of the District, and the reference to and acceptance of such audit by the Board shall be conclusive evidence that the conditions of Section 15 of the Act have been met.

(b) The District will punctually pay or cause to be paid from the Pledged Moneys the principal of, interest on and premium, if any, to become due in respect to the Bonds in strict conformity with the terms of the Bonds and this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

(c) The District will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Moneys, or any part thereof, or upon any such funds in the hands of the Bond Registrar, or which might impair the security of the Bonds. Nothing herein contained shall require the District to make any such payment so long as the District in good faith shall contest the validity of such claims.

(d) The District will keep, or cause to be kept, proper books of record and accounts (separate and apart from all other records and accounts of the District), in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues, the Pledged Taxes, the Bond Fund and the associate subaccounts of the Bond Fund. Such books of record and accounts shall be available for inspection by the owners of not less than ten percent (10%) of the principal amount of the Outstanding Bonds or their representatives authorized in writing.

(e) The District will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the District, the Bonds shall be incontestable by the District.

(f) The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Resolution, and for the better assuring and confirming unto the holders of the Bonds of the rights and benefits provided in this Resolution.

(g) As long as any Bonds are Outstanding, the District will continue to deposit the Pledged Revenues as required for the Bonds into the Pledged Revenues Account of the Bond Fund and, if necessary, the Pledged Taxes into the Pledged Taxes Account of the Bond Fund, to the appropriate accounts of the Bond Fund. The District covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any Bonds remain Outstanding, the District will take no action or fail to take any action which in any way would adversely affect the ability of the District to collect the Pledged Revenues. The District and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues and the Pledged Taxes may be collected as provided herein and deposited into Pledged Revenues Account and Pledged Taxes Account, respectively, of the Bond Fund.

(h) Once issued and while Outstanding, the Bonds shall be and forever remain until paid or defeased the general obligation of the District, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues, from the levy of the Pledged Taxes as provided in the Act.

Section 18. Defeasance. Bonds which are no longer Outstanding Bonds as defined in this Resolution shall cease to have any lien on or right to receive or be paid from the Pledged Revenues or the Pledged Taxes, and shall no longer have the benefits of any covenant for the registered owners of Outstanding Bonds as set forth herein as such relates to lien and security for the Bonds in the Pledged Revenues or the Pledged Taxes.

Section 19. Continuing Disclosure Undertaking. The Chair of the Board is hereby authorized to execute and deliver a Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”), in customary form as approved by Bond Counsel and approved by counsel for the District, to effect compliance with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, if applicable with respect to the Bonds. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the District, it will be binding on the District and the officers, agents, and employees of the District, and such officers, agents, and employees of the District are hereby authorized 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

and delivered. Notwithstanding any other provisions hereof, (a) the sole remedies for failure to comply with such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the District to comply with its obligations thereunder, and (b) the failure of the District to comply with the Continuing Disclosure Undertaking shall not be considered an event of default under the Bonds or this Resolution.

Section 20. Abatement of Taxes for Purchased Bonds. The President of Business Services who receives the taxes of the District be and the same is hereby directed to prepare and file with the County Clerk, a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Purchased Bonds and directing the abatement of the taxes heretofore levied to pay the Purchased Bonds. Such taxes as previously levied which are either on hand or cannot be abated (already in the process of extension) shall be used for lawful purposes of the District, including the payment of debt service on the Bonds so as to reduce the need for the levy of taxes for the Bonds.

Section 21. Tax Covenants. In the event that all or any portion of the Bonds are issued as tax-exempt bonds for federal tax purposes under Section 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of the tax-exempt Bonds (the “*IRS Code*”), the District shall make such covenants and certifications in the relevant Bond Order as may be necessary to assure that the use thereof will not cause the tax-exempt Bonds to be arbitrage bonds and to assure that the interest on the tax-exempt Bonds will be excludable from gross income for federal income tax purposes. In connection therewith, the District further agrees: (a) through its officers, to make such specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by counsel approving the Bonds, including, without

limitation, a Tax Compliance Agreement (the “*Tax Compliance Agreement*”); (c) to consult with counsel approving the tax-exempt Bonds and to comply with such advice as may be given; (d) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the tax-exempt Bonds as required pursuant to Section 148 of the IRS Code and the regulations promulgated thereunder; (e) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

Section 22. Registered Form. The District recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order to be and remain tax-exempt. In this connection, the District agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 23. Bank Qualified Representations. In the event that all or any portion of the Bonds are issued as tax-exempt bonds for federal tax purposes under Section 103 of the IRS Code , the District will represent in the relevant Bond Order that:

(i) The tax-exempt Bonds are not private activity bonds as defined in Section 141 of the IRS Code; and

(ii) The District is authorized to designate the tax-exempt Bonds as qualified tax-exempt obligations for purposes of Section 265(b) of the Code pursuant to the relevant Bond Order(s) provided that for calendar year 2022 the reasonably anticipated amount of qualified tax-exempt obligations (including 501(c)(3) obligations and tax-exempt leases but excluding other private activity bonds) which will be issued by the District and all entities subordinate to the District during such year does not exceed \$10,000,000 (or such higher amount as authorized pursuant to the IRS Code in existence at the time of issuance).

Section 24. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the owners of all Bonds and upon any transfer shall add the name and address of the new owner and eliminate the name and address of the transferor owner.

Section 25. Opinion of Counsel Exception. The District reserves the right to use or invest moneys in connection with the Bonds in any manner, notwithstanding the tax-related covenants set forth herein, *provided* it shall first have received an opinion from Saul Ewing Arnstein & Lehr LLP, or any other attorney or a firm of attorneys of nationally recognized standing as bond counsel, to the effect that use or investment of such moneys as contemplated is valid and proper under applicable law and this Resolution and, further, will not adversely affect the tax-exempt status for any of the Bonds issued on a tax-exempt basis.

Section 26. Duties of Bond Registrar. If requested by the Bond Registrar or the Paying Agent, or both, any Designated Officer is authorized to execute the Bond Registrar's standard form of agreement between the District and the Bond Registrar or Paying Agent with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, paying agent, authenticating agent and transfer agent as provided herein;
- (b) to maintain a list of the owners of the Bonds 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 Bonds as provided herein;
- (d) to cancel and/or destroy Bonds 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 Bonds cancelled and/or destroyed; and
- (f) to furnish the District at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 27. Municipal Bond Insurance. In the event the payment of principal and interest on all or a portion of the Bonds 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 Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by the President of Business Services 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 28. Provisions a Contract. The provisions of this Resolution shall constitute a contract between the District and the owners of the outstanding Bonds and no changes, additions, or alterations of any kind shall be made hereto, except as herein provided, so long as there are any outstanding Bonds.

Section 29. Severability. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 30. Repealer. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed.

Section 31. Effective Date. This Resolution shall be in full force and effect forthwith and immediately upon its passage.

Passed by the Board on August 23, 2022 by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

**COMMUNITY COLLEGE
DISTRICT NO. 504, COUNTY OF
COOK AND STATE OF ILLINOIS**

By: _____

Chair

Mark R. Stephens, Board Chairman

APPROVED this 23rd day of August, 2022.

Attest:

Secretary
Tracy Jennings

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF RESOLUTION AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of Community College District No. 504, County of Cook and State of Illinois (the “*District*”), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the District and of the Board of Trustees thereof (the “*Board of Trustees*”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board of Trustees held on the 23rd day of August, 2022, insofar as same relates to the adoption of Resolution No. 16781 entitled:

A RESOLUTION authorizing and providing for the issuance of General Obligation Refunding Bonds of Community College District No. 504, County of Cook and State of Illinois, in one or more series of alternate revenue bonds on a taxable or tax-exempt basis in the aggregate principal amount not to exceed \$29,000,000, for the purpose of purchasing certain of the District’s outstanding alternate revenue bonds and paying for costs related thereto, authorizing the execution of one or more bond orders, and providing for the imposition of taxes to pay the same and for the collection, segregation and distribution of certain revenues of the District for the payment of said bonds.

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 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 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, the Public Community College Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, 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 and the seal of the District, this 23rd day of August, 2022.

Secretary, Board of Trustees
Tracy Jennings

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

Meeting of August 23, 2022

ACTION EXHIBIT NO. 16782

SUBJECT: HOUSING AGREEMENT WITH DOMINICAN UNIVERSITY

RECOMMENDATION: That the Board of Trustees approve a housing accommodations agreement with Dominican University for up to 20 “NJCAA Division I” student athletes for the 2022-2023 academic year. Students will move in on or after August 19, 2022 and move out by May 15, 2023. The average annual cost per student athlete last year was \$13,590. The cost per student athlete for the 2022-2023 academic year will be \$13,755, which is an increase of \$165 per student. The total cost to Triton College is \$273,900.

RATIONALE: In alignment with NJCAA policies, Triton College may provide student scholarships for tuition, meals, and housing for select “NJCAA Division I” student athletes. By partnering with a local university, Triton is able to provide housing in a safe college housing and learning environment. The Agreement between Triton and Dominican has been negotiated and drafted by counsel for both parties. The attached Agreement will be changed based on the final number of students in residence at Dominican.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

Shared Housing Agreement

This SHARED HOUSING AGREEMENT (“Agreement”) and all exhibits and attachments, which are incorporated by reference, are entered into by Dominican University, an Illinois not-for-profit corporation (“Dominican” or “Dominican University”) and Community College District 504, an Illinois public community college (“Triton” or “Triton College”) is effective as of this ____ day of _____, 2022. This is a legally binding agreement between Dominican University and Community College District 504, commonly known as Triton College, to provide certain housing, dining, campus support and amenities to certain Triton College students (sometimes referred to herein as “Students”). The intent is to promote a successful shared living arrangement at Dominican University for specified Triton College students who are receiving athletic scholarship funding, which is processed through the Triton College financial aid office, said scholarship including monies for housing and dining expenses through Triton College. Dominican University has agreed to provide room and board to the Triton College students set forth below for the 2022/2023 academic year.

AGREEMENT

Dominican University hereby agrees to provide housing, dining, and campus amenities for specified Triton College students from its available housing inventory for the Occupancy Period during the Academic Year specified on Exhibit A attached hereto. At the time of the execution of this Agreement, Triton College, shall pay to Dominican University the Reimbursement Amount to compensate Dominican for the housing, dining, and campus amenities plan expenses of the Triton College Students who will reside at Dominican for the Occupancy Period indicated on Exhibit A attached hereto.

Termination: Should a Triton student be removed from their housing assignment at the discretion of either Dominican University or Triton College, Triton is obligated to pay Dominican University only for the prorated amount equivalent to the duration of the student’s stay in Dominican University housing and use of dining and campus amenities up to and through the date of student’s actual removal. In the event that any Triton College student withdraws from Triton College or is otherwise deemed ineligible for housing, in Triton’s sole discretion, Triton College shall inform the student of the requirement to vacate Dominican University’s campus and all monies due to Dominican shall be prorated based upon the date the student vacates the premises. In any event, Triton must immediately notify Dominican in writing of a Student’s withdrawal, ineligibility, pending or expected disciplinary proceedings (including suspensions of any type), or expulsion/dismissal. Triton may, in its sole discretion, place a new student at Dominican upon the removal of another Triton student.

Disputes: In the event of a dispute between Triton College and Dominican University, the parties shall attempt to resolve the matter without litigation, including at the mutual agreement of the parties, by mediation or arbitration. In the event informal discussions are unable to resolve such matters, all disputes shall be resolved in the Circuit Court of Cook County. In such event, the prevailing party in any final, non-appealable judgment shall be entitled to recover its attorneys’ fees and costs from the non-prevailing party.

Authority: Triton College officers and employees are executing this Agreement represent and warrant that they have authority to execute this Agreement, and that they are executing this Agreement in their official capacities only and shall not be personally liable for any of the obligations arising from or relating to the housing, dining, or campus services provided to any Triton College students.

Indemnity: Triton shall defend, indemnify and hold harmless Dominican, its trustees, directors, officers, employees, students, representatives, and agents (collectively, the "Dominican Parties") from and against any and all costs, loss, liabilities, damages, demands, orders, obligations, claims, actions or causes of action, forfeitures, fines, penalties, reasonable attorneys' fees, accountants' and other professional fees, court costs or other losses sustained or suffered by Dominican or the Dominican Parties, including consequential and punitive damages, in any way related to or arising from the conduct of Triton students placed at Dominican pursuant to this Agreement or such students' invitees.

Dominican shall defend, indemnify and hold harmless Triton, its trustees, directors, officers, employees, students, representatives, and agents (collectively, the "Triton Parties") from and against any and all costs, loss, liabilities, damages, demands, orders, obligations, claims, actions or causes of action, forfeitures, fines, penalties, reasonable attorneys' fees, accountants' and other professional fees, court costs or other losses sustained or suffered by Triton or the Triton Parties, including consequential and punitive damages, in any way related to or arising from the negligent or willful acts or omissions of Dominican or the Dominican Parties in connection with this Agreement or the services provided by Dominican hereunder.

Miscellaneous Provisions:

1. **Assignment.** This Agreement may not be assigned or transferred by Triton at any time without Dominican's express written consent provided that the assignee agrees to be specifically bound by the terms of this Agreement.
2. **Captions, Gender.** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such section or otherwise affect this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless this Agreement requires otherwise.
3. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without regard to conflict of laws principles.
4. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, whether oral or written, are superseded hereby.

5. **Binding Effect.** Dominican and Triton hereby acknowledge and agree that they intend this Agreement to be a binding and enforceable agreement, subject to the terms and conditions set forth herein, and each party hereby waives any right to hereafter challenge the enforceability of this Agreement. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. **Notices.** Any notice hereunder must be in writing, and shall be effective (i) when deposited in the United States Mail, Certified Return Receipt Requested, (ii) when deposited with a reputable overnight carrier service that provides delivery confirmation, (iii) in the case of facsimile notice (which shall be effective for all purposes hereunder), upon receipt of a facsimile confirmation page by the facsimile sender; (iv) in the case of an email notice (which shall be effective for all purposes hereunder), when sent to the e-mail address(es) provided below; provided that any e-mail notice must be followed by another form of notice under this Section within one (1) business day; or (v) if by hand delivery, when received by the party to be notified. For purposes of notice, the addresses and facsimile numbers of the parties shall be as set forth below or as may be designated from time to time.

If to Dominican: [notice information to be provided]

Attn.:

Facsimile: _____

Email: _____

If to Triton: [notice information to be provided]

Attn.:

Facsimile: _____

Email: _____

The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

7. **Waiver.** The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

8. **Severability.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

9. **Amendment.** Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in writing signed by the authorized agent of the party against whom enforcement of the change, amendment, modification, waiver or discharge is sought.

10. **Waiver of Jury Trial.** Dominican and Triton hereby waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Agreement against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of the parties, or any other claims.

11. **No Third-Party Beneficiaries.** Dominican and Triton agree and acknowledge that, except as expressly set forth herein, there are no intended third-party beneficiaries of this Agreement nor any of the rights and privileges conferred herein.

12. **No Strict Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

13. **Counterparts, Separate Signature Pages, Facsimile Signatures.** This Agreement may be executed in several counterparts, by separate signature pages, and/or by facsimile or electronic mail signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and facsimile and electronic mail signatures together shall constitute one and the same Agreement.

[Remainder of page left blank]

[Signature pages follow]

{TRITON COLLEGE}

By: _____

Name: Sean O'Brien Sullivan

Its: Vice President of Business Services

{DOMINICAN UNIVERSITY}

By: _____

Name: Mark Titzer

Its: Vice President of Finance

EXHIBIT A

SUMMARY OF KEY TERMS

The following terms as used in the Agreement shall mean the following:

Academic Season:	Begins: <u>8/22/2022</u>	
	Ends: <u>5/15/2023</u>	
Occupancy Period:	Move In Date: <u>8/19/2022 2pm – 5pm</u>	
	Move Out Date: <u>5/15/2023 by 5pm</u>	
Reimbursement Amount:	Fees	
	Room and Board (1 Triple and 6 Doubles)	\$11,050
	Room and Board (5 Singles)	\$11,930
	Five Additional Weeks of Housing (early arrival, late departure and winter break)	\$1,100
	Early Arrival Meal Plan – additional meals plan charges will be determined in consultation with Dining Services and the University Board Plan dates for Winter Break, Spring Break, and May	\$150
	Technology Fee	\$300
	Wellness Center Fee	\$250
	STAR Card	\$25
	PER STUDENT ATHLETE (5 Beds – Singles)	\$13,755
	PER STUDENT ATHLETE (15 Beds – Doubles/Triples)	\$12,875
	SUBTOTAL (20 STUDENTS)	\$261,900
	Additional Fees	
	Staffing for Early Arrival and Late Check Out and two weeks of RA Coverage	\$2,000
	Housing Deposit \$500/per student (Damage, Fees, Fines, including lockouts, lost keys, etc)	\$10,000
SUBTOTAL ADDITIONAL FEES	\$12,000	
SUBTOTAL	\$273,900	
Students:	Student 1:	Student 2:
	Student 3:	Student 4:
	Student 5:	Student 6:
	Student 7:	Student 8:
	Student 9:	Student 10:

	Student 11:	Student 12:
	Student 13:	Student 14:
	Student 15:	
	(defined collectively, the “Students” or individually “Student”)	
	Student names may be changed upon written notice from Triton College.	

Dominican University and Triton College Student Support Partnership Overview

Dominican shall house up to ten (10) Triton Men’s Basketball Players, five (5) Triton Women’s Basketball Players, three (3) Triton Men’s Baseball Players, and two (2) Triton Wrestlers for the 2022-23 academic year in accordance with this Agreement. The student athletes eligible for housing shall be determined by Triton in its sole reasonable discretion based upon the terms and conditions of the athletic scholarships offered. Triton will provide the names of Students to Dominican University’s Dean of Students by August 4, 2022. Students are required to complete the Housing Application – Terms of Contract and Conditions of Occupancy. Exhibit B.

Student Requirements

Triton men’s and women’s basketball scholarship students, Triton men’s baseball scholarship students and Triton men’s wrestling scholarship students shall be eligible for housing pursuant to this Agreement. Triton will require the Students uphold all Dominican University policies included in Dominican’s Student Handbook and Code of Conduct, including Title IX and COVID Vaccination requirement. Alleged violations by Students will be adjudicated through the Dominican conduct process with consult from Triton College. Any alleged infractions of policy at Dominican will be communicated to Triton College Vice President of Enrollment Management and Student Affairs within forty-eight (48) hours of the report. Any sanctions imposed by such process could include removal from Dominican housing, for which Triton College will hold Dominican harmless. Students may be temporarily suspended from the residence halls based on an allegation and pending an outcome of an investigation/hearing. Any alleged infractions of policy at Triton will be communicated to Dominican University Dean of Students within forty-eight (48) hours of the report.

Triton will also require Students to comply with all residence hall rules, including but not limited to: (a) Triton students will be required to attend an Orientation session on 08/19/2022, and all regular Residence hall floor meetings, unless such meetings conflict with regularly scheduled athletic practice sessions and in such event, Students shall be required to attend makeup meetings and (b) Triton students will be required to submit immunization records that are compliant with Dominican’s policy by August 12, 2022 (Student fails to timely comply with such requirement, Student will not be able to move in to the residence halls); (c) Students must have health insurance on file with the Wellness Center by August 12, 2022. Students without health insurance may contact the Wellness Center for support in seeking such insurance coverage; (d) Students will be required to have their Dominican Star Card and Triton ID on their person at all times while on the Dominican University campus, and Students need to report lost

keys or IDs to Campus Safety immediately and corresponding lockout costs and key/re-core replacement will be billed to Triton for each case due to the varying cost of a rekey based on the time of the day when it needs to be done; (e) Students will be required to cover the cost of parking at a rate of \$100.00 for the time period of August 19, 2022 through May 15, 2023 if the student maintains a personal vehicle; and (f) Students will provide emergency contact information (name, relationship and phone number) by August 12, 2022.

Campus Amenities

Triton students will have access, but are under no obligation to use, Dominican University resources and services including:

A. Wellness Center – subject to the health insurance requirements disclosed above, counseling and health services visits; utilization of the same fee structure for Dominican students for additional lab tests. Students may prefer to receive counseling and health services at Triton, and the Wellness Center will cooperate in the transfer of any Student’s records upon receipt of appropriate documentation.

B. Laundry facilities in the residence hall are available at no charge.

C. Parking on campus with required Parking Fee paid by Student would be available on the Dominican University Main Campus (7900 W Division St., River Forest II, 60305) if requested by any Student.

D. Use of gym and fitness center during regular gym hours. Students are required to show their Star Card. No guests are permitted and could result in loss of usage for all Students.

E. Access to the library, including the ability to check out books/resources.

F. Access to receive mail/packages through Office Services. Students will need to utilize their Star Cards for pick up.

G. Access to utilize the computers on campus and print. Students will have Dominican usernames created to utilize the campus computers, wi-fi, and printing.

H. Attend university-sponsored events hosted on campus by showing their Star Card. This privilege does not include discounted tickets through DUPAC or Student Life or off-campus travel for events or immersions.

I. Dining Services will be provided beginning August 19, 2022 with an additional preseason meal plan until the meal plan begins on August 26, 2022.

Note: Dominican University Board Plan and Dining Services may not be available over the Thanksgiving Break, Spring Break or Easter Break. Dining Services is closed during the Winter Break. Dining Services and meal plans begin on January 8, 2023 for Spring Semester and ends on May 5, 2023. Students during University recognized Holidays and breaks will be allowed to remain on campus without food service coverage for no additional costs beyond that stated on

page 1 of Exhibit A. Additional food service coverage may be provided upon agreement between Dining Services and Triton for an additional fee.



EXHIBIT B

Terms of Contract and Conditions of Occupancy

Please read these terms of contract and conditions of occupancy (“Terms and Conditions”) carefully before you complete the Office of Student Life Housing Application. For the purposes of these Terms and Conditions, “Student” refers to the undersigned Dominican University student; and “University” refers to Dominican University.

Each year which Student desires to reside in University housing, Student must complete a housing application and enter into the then applicable Terms and Conditions. The University reserves the right, and Student agrees, that University may revise the housing application and Terms of Conditions (including pricing) without notice.

Keep these Terms and Conditions for your reference.

If you have any questions or need more information, please contact the Office of Student Life Housing staff at (708) 524-6527 or housing@dom.edu; no other employee or office of the University is permitted to respond to questions or concerns regarding these Terms and Conditions.

I. Occupancy

A. Provided Student has applied for and been assigned University housing for the Fall semester and has otherwise complied with the requirements of these Terms and Conditions, Student may occupy the Student’s room assigned beginning at 2:00 p.m. on August 19, 2022 and Student must vacate University housing no later than May 15, 2023 at 5:00 p.m. Notwithstanding the foregoing, the following additional terms also apply:

1. Student must vacate University housing within 24 hours of their last final for each Fall and Spring semester, as applicable.
2. Student must apply in writing by the established deadline to the University to stay in University housing during a semester break and if approved, Student will incur an additional charge. Semester breaks include, but are not limited to Thanksgiving, Spring Break and Easter. If Student accesses University housing during any semester break without first having received approval as described in item 2 above, Student is in breach of these Terms and Conditions. As a result of such breach, University may charge Student a penalty in the amount of the additional charge that would have been due to University if Student was properly approved for semester break housing, plus a default fee of 5% of such additional charge, in addition to pursuing any disciplinary or other corrective action that the University deems appropriate.

B. Only students assigned to the Student’s room are permitted to live in the Student’s room. Student may not assign, sell, transfer, rent or sublet Student’s room or any portion of Student’s room, or these Terms and Conditions. Any attempted transfer of any portion of Student’s room or these Terms

and Conditions is i) invalid and ineffective and ii) a material breach of these Terms and Conditions and Student will be subject to disciplinary action by University, up to and including termination of these Terms and Conditions as set forth in Section V below. Student may entertain invitees in their room but will be responsible for ensuring that their invitees comply with University housing rules and regulations.

C. University and/or Student Life staff may periodically enter Student's room and living space for appropriate University and other lawful purposes. In the event of an apparent or suspected emergency, no prior notice of entry by University (or appropriate authorities) is required and Student hereby waives any right to prior notice in these instances. University shall, in the event of a non-emergency, endeavor to provide Student advance notice (which may be oral or written) before entering a student's room and to enter the Student's room during the hours of 8 am and 10 pm. Such advance notice is not required. If, during the entrance or search of Student's room evidence of a violation of University regulations is found, University may refer Student for disciplinary action. University may use evidence obtained during the entrance and/or search during University disciplinary proceedings. In addition, if otherwise permitted by law, evidence so obtained may be used in any criminal or other legal proceedings.

D. Student is required to provide emergency contact information and update such information as applicable.

E. Student's meal plan for the entire academic year for which Student is enrolled is chosen at the time of the application. If Student wishes to alter his or her meal plan, he or she must notify Dining Services at (708) 524-6446 or at diningservices@dom.edu within the first two (2) weeks of the semester.

F. Student agrees to follow a care plan, if administered one, by the Dean of Students and/or one of his or her designees. If Student fails to adhere to a care plan, Student is subject to dismissal from University housing and other possible disciplinary actions by University.

G. If Student needs or desires a specific type of alternate living environment or accommodation due to a documented disability or other medical/health condition, Student must register with, and request housing accommodations through, Disability Support Services at dss@dom.edu. This includes an accommodation for a personal air conditioner. Dominican University will install air conditioners for approved accommodations. Student's University housing assignment may be altered to accommodate Student's or another student's approved accommodation. Please note AC units will not be removed during winter months.

H. Student may only keep fish as pets in University housing. Exceptions to this provision may be made for service or emotional support animals. All such accommodations must be made through and approved by Disability Support Services.

I. University does not discriminate based on a Student's race, spirituality, sexual orientation, gender identity, culture, economic status, age, status as a protected veteran, or status as a qualified individual with a disability.

J. For the avoidance of doubt, Student will be charged in accordance with the University's published rates for the applicable housing and meal plan selected by Student.

II. Assignment of Room Space

A. Student agrees that a room will be assigned by the Office of Student Life. The Office of Student Life will attempt to give Student his or her preference of room but is not obligated to do so.

B. The Office of Student Life reserves the right to reassign Student to alternate housing at any time.

D. Student must comply with all University policies and procedures set forth in the Student Code of Conduct as stated in the Student Handbook, state and federal laws, all ordinances and regulations of the Village of River Forest, and other standards of conduct established in other University materials and/or publications which may be supplemented or amended from time to time, as well as instructions from University staff. Student may not (1) possess or consume intoxicating beverages in University housing except as allowed by law and pursuant to University regulations; (2) possess, use, manufacture, produce or distribute or aid in the use, manufacture, production, or distribution of any controlled substance except as permitted by law (and resident agrees and acknowledges that any use or consumption of marijuana in University housing is a violation of the Drug Free Schools and Communities Act and is thereby prohibited by law); (3) keep firearms, firecrackers, gunpowder, or other materials or substances that might endanger the health and safety of any person in University housing; or (4) participate in illegal gambling of any sort on premises leased or controlled by University.

III. Facilities and Room Space

A. Furniture will be provided which includes but, is not limited to, a bed, desk, chair, and bureau or wardrobe. All furniture provided must remain in the room at all times. Student will be responsible for the cost of any lost or damaged furniture. Rooms and furniture cannot be altered in any way or **taken apart at any point**. Student must submit a support ticket to request University staff help with bunking or unbunking beds.

B. University is not responsible for Student's personal property, including, but not limited to, damage from vandalism, theft, water, and fire. The University strongly encourages Student to review parents' or guardians' homeowners' insurance coverage or buy their own renter's insurance to insure Student's personal property.

C. Student shall not abuse, misuse, or damage the common areas, Student's room, or University property, including fire alarms, sprinkler systems, or smoke detectors, in any way. Student is liable for any invitee of Student who causes any damage to the common areas, Student's room, or other University property and thus Student shall be responsible for the payment of all costs required to repair such damage. Common areas shall include, but not be limited to, hallways, bathrooms, stairwells, elevators, lounges, study rooms, utility and storage rooms, grounds and building exteriors owned by University. Student agrees that if the individual(s) responsible for such damage cannot be identified using reasonable efforts, then all residents of the floor/building agree to be assessed the cost of repairs

incurred by University equally amongst the residents of the affected floor/building in University's reasonable discretion.

D. The last date to dispute any charges accrued as a result of occupancy in the residence halls for the Fall 2022 semester is February 15, 2023. The last date to dispute any charges accrued from the Spring 2023 semester is June 15, 2023. The aforementioned dates include semester breaks occurring during such semester.

IV. Involuntary Termination

A. University may also terminate these Terms and Conditions upon default or breach should any of the following conditions be met (additional charges may apply):

1. Student violates any current provision in the Code of Conduct published in the Student Handbook or other standards of conduct that may appear in other University literature, including these Terms and Conditions, or any other regulation or University policy that is deemed harmful to the general welfare of the University or University's students. In such case, Student's right to occupancy may be revoked and Student is responsible for all room and board charges which shall not be subject to proration pursuant to Section IV.

2. Student fails or refuses to admit an officer or agent of the University or governmental authority for an inspection or search of Student's room conducted pursuant to the room entry and search policies that appear herein or in the Student Handbook or otherwise undertaken in conformity with law or with the direction or order issued by and within the authority of any office of the University.

3. Student habitually fails to maintain their assigned room in a reasonable state of cleanliness and order.

4. Student fails to check in with the Office of Student Life to claim the Student's room assignment during the check-in time.

5. The occurrence of events which are beyond the reasonable control of the University render performance of these Terms and Conditions by the University either impossible or impractical, including casualty and condemnation of the residence hall where Student resides or the occurrence other force majeure events.

6. Student's physical or emotional status requires more care or support than can be provided by the University in University's sole reasonable discretion. The decision to require withdrawal from housing will be made at the discretion of the Director of Student Life (or their designee(s)) in consultation with appropriate University administrators. Student acknowledges and agrees such required withdrawal is appealable to the Dean of Students, and in any event, Student agrees to such required withdrawal as it is in Student's (and other residents') best interest.

7. If, in the sole discretion of the University, matters beyond its control have made it impossible to continue effective instruction on the campus and the majority of campus activities are suspended, the Office of Student Life may terminate these Terms and Conditions at any time after such activities are suspended. In such case, Student is entitled to a refund or credit equal to a prorated portion of the room and board charges paid by Student.

B. Upon notice to Student, the Director of Student Life (or his or her designee(s)) may terminate these Terms and Conditions and revoke Student's right to occupancy granted hereunder for any such breach or default described herein, regardless of any action or inaction taken by the Office of Student Life. Student agrees that upon written notice of involuntary termination, the Student will vacate the room within a period of time to be specified by the Director of Student Life, and will also pay all charges deemed by the University to be due as a result of such termination.

VI. Limitation of Liability

A. Student shall not make any claims against University for loss or use or damage to personal property or the contents of Student's room as a result of fire, flood, or any other causes outside of University's control.

B. University shall not be liable for any personal injury or property damage sustained by Student or Student's invitees while on University property, except to the extent caused by the gross negligence or intentional recklessness of University. Student shall indemnify, defend, and hold University harmless from any and all liability for any such injury to person or property not caused by University's gross negligence or intentional recklessness.

VII. Miscellaneous

A. The failure of University or Student to insist upon strict performance of any term herein shall not constitute a waiver of any right or remedy that either party may have for any breach or default.

B. The Terms and Conditions, together with applicable University policies and published rules and regulations set forth the entire agreement of the parties regarding the subject matter. Any modification of these Terms and Conditions must be in writing made by University and are effective without signature by Student provided the revised Terms and Conditions are published by University.

C. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, such provisions shall be struck and the remaining provisions shall remain in full force and effect.

D. Student acknowledges and agrees that University has made no representations and warranties regarding the subject matter hereof.

E. Student agrees to disclose any and all criminal convictions (excluding non-criminal traffic violations) to University and University reserves the right to terminate these Terms and Conditions and Student's right to occupy University housing if Student represents, in University's reasonable discretion, a threat to the health or safety of University's students, employees, or other members of the University community.

[Signature Page Follows]

STUDENT ACKNOWLEDGEMENT

I am the student identified below and I have read and understand the Terms of Contract and Condition of Occupancy and the associated housing application. I represent to university that I am 18 years of age or older, or, my parent or legal guardian agrees to be bound by the terms of these terms and conditions by signing below.

I also acknowledge that I am not entitled to a housing assignment by virtue of completing the requirements herein, and I agree that if assigned housing, University may reassign me to alternate housing in its sole discretion. I further acknowledge that these terms and conditions are not intended to and do not constitute a lease or create a landlord-tenant relationships. I also understand that I may be removed from university housing and subject myself to discipline by the University by violating the terms set forth herein, which may include expulsion from the University pursuant to the student handbook.

I had a reasonable amount of time to review and understand the rights and obligations set forth in these terms and conditions and the housing application.

Student Signature: _____ Student Name: _____

Semesters Applied for: Fall ____ / Spring ____

Parent/Guardian Signature: _____ Parent/Guardian Name: _____

(If Student is under 18 years old on the effective date)

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

Meeting of August 23, 2022

ACTION EXHIBIT NO. 16783

SUBJECT: RENEWAL AGREEMENT WITH CLEARED4 INC

RECOMMENDATION: That the Board of Trustees approve a twelve (12) month renewal agreement with Cleared4 Inc. for their Cleared4 Software-as-a-Service product for tracking daily symptom checks, vaccination and testing status for Triton College. The Agreement is for 10,000 users at a cost of \$.50 per user per month for a total annual cost of \$60,000, paid from HEERF grant funding for Fiscal Year 2023.

RATIONALE: This platform will provide Triton College with an online tool that users can upload proof of vaccination monitor weekly testing results and daily health screenings. This renewal will allow us to continue to use the existing platform and maintain our current data through the 2023 fiscal year.

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

Board Officers' Signatures Required:

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

Cleared4 Inc., a Delaware corporation (“**Cleared4**”), and Customer (as defined below) hereby agree that their contractual relationship relating to Cleared4’s Software-as-a-Service and shall be governed by the terms and conditions of (a) this Schedule 1; (b) Cleared4’s Service Level Agreement; and (c) the Cloud Services Subscription Agreement, attached. This Schedule 1, the current Service Level Agreement, and the Cloud Services Subscription Agreement are collectively referred to as the “**Agreement.**”

KEY TERMS

A. CUSTOMER DETAILS

Customer (“Customer”):	Triton College	Effective Date of this Agreement:	9/2/2022
Customer Jurisdiction of Formation:		Term (beginning on the Effective Date) (the “Term”):	Twelve Months
Customer Tax/Business ID No.:		Territory:	
Customer Representative:	Michael Garrity	Cleared4 Representative:	
Customer Address (Notice and Billing):	2000 5 th Avenue River Grove, IL 60171	Cleared4 Address:	17250 Dallas Parkway Dallas, TX 75248 Contact: CLO & CEO Email: legal@cleared4.org

**The Territory excludes the direct or indirect export, transmission, or delivery to any region or country prohibited by applicable law, including the export laws of the European Union and/or the United States of America.*

B. SUBSCRIPTION FEES

Platform Set-Up Fee & Training:		WAIVED \$5,000 for the initial college instance
Additional Instances:		WAIVED \$1,000 per additional organization instance (if needed)
Monthly Platform Fee:		WAIVED \$5,000 (includes initial 1,000 Active Users)
Pre-paid User Fee:		\$0.50 per Active User – pre-paid at start of contract
Optional SMS Messaging Fee:	X	\$0.01 per text (140 characters/text) (if needed)

Support Tier:		Priority Support Access via phone and email, 3 hour turnaround, M-F, 9am to 6pm local time.
Optional Components (not included):		Check-In Integration: \$50 each URL used for check-ins C4 Admin Team Review of Vaccine Cards uploaded – 50c per vaccine card End User Support Calls: \$5 per User support call (End Users not admins)

	<p>Connection to Health Data: \$5,000 set-up fee, plus \$1 per End User per month for daily health sync</p> <p>Customizations & API integrations on request and quoted separately as per SOW and Specification</p>
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THE UNDERSIGNED HAVE READ AND AGREED TO THE TERMS OF THIS AGREEMENT AND, AS DULY AUTHORIZED REPRESENTATIVES, EXECUTE THIS BINDING AGREEMENT AS OF THE EFFECTIVE DATE:

CLEARED4 INC.

CUSTOMER:

By: _____
Name: _____
Title: _____
Date: _____

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

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

Meeting of August 23, 2022

ACTION EXHIBIT NO. 16784

SUBJECT: MICROSOFT CONSOLIDATED CAMPUS AGREEMENT WITH CDW-G

RECOMMENDATION: That the Board of Trustees approve a one-year renewal agreement with CDW-G to provide Microsoft software products for all Triton owned or leased PC's. The renewal period runs from September 1, 2022 through August 31, 2023 aligned with the Microsoft academic year. The price reflects an increase in cost of \$80,613.74 compared to the FY22 renewal, for a FY23 total cost of \$124,643.85.

RATIONALE: Due to the increase in cyber-attacks worldwide, insurance carriers are now requiring Triton College to add additional security measures to all College I.T. hardware and user licenses. The significant increase in this annual renewal is related to added new security licensing to meet these requirements. Microsoft has allowed CDW-G and the Illinois Community College System Procurement Consortium (ICCSPC) the ability to offer Illinois community colleges a consolidated Microsoft Campus Agreement. This Agreement allows Triton to receive Level B pricing, the best pricing available from Microsoft.

Sean Sullivan

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

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

QUOTE CONFIRMATION



DEAR MICHAEL GARRITY,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MVZB370	7/7/2022	MS EES RNW	0334944	\$124,643.85

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft 365 A3 - subscription license (1 month) - 1 user Mfg. Part#: AAD-38392-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	1050	5419408	\$55.70	\$58,485.00
Microsoft Windows Server - External Connector License & Software Assurance Mfg. Part#: R39-00374 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: MARKET	1	2379801	\$182.21	\$182.21
Microsoft Windows Server Datacenter Edition - license & software assurance Mfg. Part#: 9EA-00039 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: MARKET	110	4325198	\$44.41	\$4,885.10
Microsoft 365 A3 - subscription license - 1 user Mfg. Part#: AAD-38397-A-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Standard Pricing	42000	5419375	\$0.00	\$0.00
Microsoft SQL Server Enterprise Core Edition License & Software Assurance Mfg. Part#: 7JQ-00341 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: MARKET	8	2670095	\$1,361.58	\$10,892.64
Microsoft SQL Server Standard Core Edition License & Software Assurance Mfg. Part#: 7NQ-00302 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: MARKET	15	2670099	\$355.10	\$5,326.50
Microsoft 365 A5 Security - subscription license - 1 user Mfg. Part#: PYQ-00001-12MO Electronic distribution - NO MEDIA Contract: MARKET	1050	5809870	\$40.00	\$42,000.00

QUOTE DETAILS (CONT.)				
MS EES MDATPFORSVRSEDU	40	6266784	\$71.81	\$2,872.40
Mfg. Part#: 1O1-00003-12MO Electronic distribution - NO MEDIA Contract: MARKET				
MS EES STU M365A5SEC-EDU P U USEBNFT	42000	5955291	\$0.00	\$0.00
Mfg. Part#: PYQ-00002-A-1mo Electronic distribution - NO MEDIA Contract: MARKET				

PURCHASER BILLING INFO		SUBTOTAL	\$124,643.85
Billing Address: TRITON COLLEGE ACCTS PAYABLE 2000 5TH AVE RIVER GROVE, IL 60171-1995 Phone: (708) 456-0300 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$124,643.85
		DELIVER TO	
Shipping Address: TRITON COLLEGE MICHAEL GARRITY 2000 5TH AVE RIVER GROVE, IL 60171-1995 Phone: (708) 456-0300 Shipping Method: ELECTRONIC DISTRIBUTION		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

	Stephen Elijo		(847) 968-9012		stepeli@cdwg.com
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LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$124,643.85	\$3,308.05/Month	\$124,643.85	\$3,830.31/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager
 © 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

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

Meeting of August 23, 2022

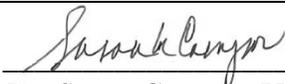
ACTION EXHIBIT NO. 16785

SUBJECT: AGREEMENT WITH OCULAR PARTNERS - CHICAGO EYE INSTITUTE

RECOMMENDATION: That the Board of Trustees approve the Agreement with Ocular Partners-Chicago Eye Institute. This is to update the September 26, 1990 Agreement and will be effective September 1, 2022. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party. In the event that this Agreement is not renewed, students who are participating in the clinical learning experiences at the time of expiration or termination shall be allowed to complete such assignment under the terms and conditions herein set forth. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Ophthalmic Technician program to participate in clinical education experiences at Ocular Partners-Chicago Eye Institute.

Submitted to Board by:



Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

**COOPERATIVE AGREEMENT
BETWEEN
OCULAR PARTNERS-CHICAGO EYE INSTITUTE,
AND
TRITON COLLEGE, DISTRICT #504, RIVER GROVE, ILLINOIS**

Agreement made by and between **Ocular Partners-Chicago Eye Institute** hereinafter referred to as “**Practice**” and **Triton College**, hereinafter referred to as “**Triton**”.

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

I. GENERAL PROVISIONS:

- A. This affiliation is for the sole and limited purpose of providing clinical training in Program to students enrolled at Triton under the auspices of Practice.
- B. Nothing herein shall be deemed to create any association, partnership, or joint venture between Practice and Triton.
- C. Students or trainees enrolled at Triton who participate in this program at Hospital shall be referred to herein as “students”. Employees of Triton who are involved in the instruction or supervision of the training of the students shall be referred to herein as “faculty”. Nothing herein shall be deemed to create an employee-employer relationship between the students and Hospital or faculty and Hospital, and such students and faculty are not to be considered as employees of Hospital for any purpose, and are not entitled to any of the benefits that accrue to or are provided by Hospital to its employees. Further, none of the benefits of employment at Triton shall accrue to any employee of Hospital, including the accrual of tenure.
- D. No student, faculty or staff will be discriminated against by either party hereto on the basis of sex, race, creed, religion, national origin, age, or disability or any other factor as protected by law, rule or regulation in any aspect of this affiliation.
- E. Triton shall maintain in force for the duration of this Agreement comprehensive malpractice or professional liability insurance providing coverage against all claims, demands, loss of judgments arising out of any act or omission of students or faculty, with respect to the rendering or failure to render medical or nursing treatment or any other health-related care, and the administration of drugs or use of medical supplies, apparatus, appliances and equipment. This policy shall provide coverage against the aforementioned risks in the amount of not less than one million dollars

(\$1,000,000) per occurrence, and three million dollars (\$3,000,000) aggregate. Triton will provide proof of insurance to Practice upon request.

Practice shall maintain in force for the duration of this Agreement comprehensive malpractice or professional liability insurance providing coverage against all claims, demands, loss of judgments arising out of any act or omission of students or faculty, with respect to the rendering or failure to render medical or nursing treatment or any other health-related care, and the administration of drugs or use of medical supplies, apparatus, appliances and equipment. This policy shall provide coverage against the aforementioned risks in the amount of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) aggregate. Practice will provide proof of insurance to Triton upon request.

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

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

II. PRACTICE SHALL:

- A. Maintain the standards required for approval and/or accreditation for the educational program(s).
- B. Make available, and permit the use of, the following by Triton faculty and students:
1. Patient care and patient service facilities, clinical areas;
 2. Rooms, or areas, in which groups of students may hold discussions and receive clinical instruction;
 3. Supplies and equipment commonly available for patient care, and sources of information for educational purposes;
 4. Conference room and library.

- C. Provide emergency medical care in cases of accidents occurring on duty; however, all students are solely responsible for their own medical fees.
- D. Designate a member of its staff qualified in Program to serve as coordinator. The coordinator will represent Practice in matters related to Program.
- E. Provide services of its staff when/where possible on a guest lecturer basis with the mutual agreement of Practice and Triton.
- F. Assure that students, while performing as such, will not replace members of Practice staff.

III. TRITON SHALL:

- A. Assume responsibility for any necessary approval by the Illinois Community College Board.
- B. Provide qualified faculty members, who are competent practitioners.
- C. Plan all clinical instruction, hours, days, and places of assignment in cooperation with, and with the approval of, the Medical Director of the Department or his/her designated representative.
- D. Be responsible for student grading.
- E. Advise students of the requirement to observe policies, procedures, and other regulations imposed by Practice in connection with professional conduct and patient welfare. These rules and regulations shall be covered by the immediate supervisor of the students during the first day of clinical study and/or during the orientation. Practice may resolve any problem situation in favor of the patient's welfare and restrict, limit, or end student involvement until any incident in question can be clarified by Practice staff and any involved faculty member. Triton shall withdraw, upon recommendation, any student(s) who fail(s) to meet the standards agreed upon.
- F. Make all reasonable efforts to assure that students will be subject to the authority, policies, and regulations of Practice.
- G. Advise students of the requirement to submit complete physical examination forms, as required by Practice.
- H. Comply with the removal of a student from Practice if after a conference it is the reasonable opinion of Practice that the student's performance or conduct is detrimental to patients or Practice personnel.

- I. Require students to carry hospitalization insurance.
- J. Require students to maintain current CPR certification

IV. PRACTICE AND TRITON SHALL:

- A. Jointly develop a clinical instruction guide designed to meet the educational aims of the entire Program curriculum. The clinical instruction guide shall describe the proposed clinical areas, patient care, and patient service facilities to be utilized by Triton.
- B. Have the right to request conferences to be scheduled at regular intervals for the purpose of planning, discussing, and enhancing the Program.

V. IT IS FURTHER AGREED THAT:

- A. The terms and conditions of the Agreement may be amended, deleted, or new provisions added from time to time upon written agreement of the authorized agents of the parties.
- B. This writing shall constitute the sole agreement between the parties.
- C. This Agreement shall commence upon execution by duly authorized officer of the parties hereto, in their official capacities only, and shall have an initial term of one (1) year starting August 1, 2022.
- D. This Agreement will automatically renew for additional one (1) year terms unless either party provides notice of intent to terminate the Agreement as provided herein.
- E. Either party may terminate the Agreement upon written notice of (30) days or one (1) month, whichever is less, to the other party with or without cause. Any students enrolled in a clinical experience at the time of termination shall be permitted to complete the then current clinical rotation under the terms and conditions stated herein.
- F. This Agreement shall be construed under the laws of Illinois. If any provision shall be invalid under such laws, such invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly. All disputes shall be resolved in the Circuit Court of Cook County.
- G. Each of the parties hereto, and the individuals executing the Agreement for them, represent to the other party that they have the requisite power and authority to make and enter into this agreement and to perform its

obligations thereunder, and that this agreement does not violate any provisions of the corporate charter or bylaws of any corporate party or any statute, act, or ordinance under which any unincorporated institution party hereto is organized, or violate any agreement or commitment executed or made by any party.

- H. Practice assumes full responsibility for the payment of all federal, state and local taxes incurred by Practice as a result of this Agreement.
- I. This Agreement is executed by an authorized representative of Triton College in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- J. Practice represents that it possesses all professional or business licenses required by law, if any, and all qualifications and accreditations necessary to fully perform its obligations.
- K. In no event shall either party be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings.
- L. Practice certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- M. Practice certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.
- N. Time is of the essence of this Agreement.
- O. Notices required to be sent hereunder shall be sent by prepaid registered mail with return receipt requested, and are effective upon receipt.

NOTICES TO PRACTICE SHALL BE SENT TO:

Ocular Partners-Chicago Eye Institute
5086 N. Elston
Chicago, IL 60630
Attention: Lisa de la Cerda & Chris Albanis, M.D.

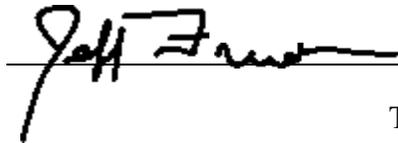
NOTICES TO TRITON COLLEGE SHALL BE SENT TO:

Triton College
2000 North Fifth Avenue, RM H-120
River Grove, Illinois 60171
Attn: Pamela Harmon
Dean of Health Careers and Public Service Programs
Facsimile: (708) 779-4902

With a copy to:

Sarie Winner
Kusper & Raucci Chartered
30 North LaSalle Street
Suite 2121
Chicago, Illinois 60602

FOR PRACTICE:

 _____

TITLE CEO _____

DATE 7/11/22

FOR TRITON COLLEGE:

TITLE Mark R. Stephens,
Board Chairman

DATE _____

TITLE Tracy Jennings, Secretary

DATE _____

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

Meeting of August 23, 2022

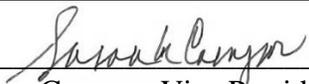
ACTION EXHIBIT NO. 16786

**SUBJECT: MEMORANDUM OF UNDERSTANDING WITH IBEW
RENEWABLE ENERGY FUND, INC.**

RECOMMENDATION: That the Board of Trustees approve a Memorandum of Understanding (MOU) between Triton College and the Illinois Brotherhood of Electrical Workers (IBEW) Renewable Energy Fund, Inc. (REF) wherein the college commits to offering a Renewable Energy certificate and degree from Fall 2022 through Spring 2024, and REF will sponsor tuition and fees for up to 40 students over two years. This Agreement will become effective when signed by both parties and run for two academic years from 2022-2023 and 2023-2024 after which time it will be reviewed. Any party may suspend participation at any time by providing written notice to the other party and any student enrolled at that time shall be permitted to complete the current semester under the terms of the MOU.

RATIONALE: This MOU will enable up to 40 low-income, minority, or economically disadvantaged Triton College students to earn the Renewable Energy certificate and/or the Renewable Energy degree with significant financial support.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

**Memorandum of Understanding between
Illinois IBEW Renewable Energy Fund Inc. and Triton College**

This Memorandum of Understanding (the “Memorandum”) is made between the **Illinois IBEW Renewable Energy Fund, Inc. (“REF”)** and **Illinois Community College District 504, commonly known as Triton College (“Triton”).**

WHEREAS, REF is a non-profit corporation that is tax exempt pursuant to Section 501(c)(3) of the Internal Revenue Code that specializes in training and education in fields related to renewable energy;

WHEREAS, Triton is a public community college that seeks to offer education and training in fields related to renewable energy;

WHEREAS, REF and Triton seek to work together to provide education and training in the photovoltaic (solar) energy electrical field to enrolled students of Triton;

WHEREAS, REF and Triton desire to enter into this Memorandum of Understanding to set forth the general terms pursuant to which REF and Triton will provide education and training to enrolled students in the photovoltaic (solar) energy electrical field;

NOW THEREFORE, in consideration of the mutual covenants contained herein, REF and Triton hereby create the following Memorandum of Understanding and agree as follows.

I. BACKGROUND

The Future Energy Jobs Act (“FEJA”) and Climate and Equitable Jobs Act (“CEJA”) are intended to stimulate job growth in the clean energy economy with investments in energy efficiency and renewable energy. To help further the goals of FEJA and the CEJA, REF seeks to partner with Chicago area community colleges, including Triton, to provide education and training for enrolled students in the photovoltaic (solar) energy electrical field.

II. PURPOSE

The purpose of this Memorandum is to set forth the terms and understandings between Triton and REF and to provide a nonbinding framework for potential future transactions between Triton and REF. This Memorandum supersedes any and all previous Memorandums of Understanding.

III. OBLIGATIONS OF TRITON

1. Triton will continue to offer college level courses, a Renewable Energy Certificate and a Renewable Energy AAS Degree, or such other program as may be specified by the Illinois Community College Board. A current list of the courses for the Certificate and Degree are provided in Appendix A.

2. Triton will provide REF with copies of curriculum materials for the courses listed in Appendix A for use by REF with other Illinois community colleges, pursuant to the Solar Craft Apprenticeship Program noted above.
3. Triton will review IBEW Apprenticeship course work with REF and will consider whether IBEW Apprentices may be able to receive credit towards a Renewable Energy Certificate and/or Renewable Energy AAS Degree for their IBEW Apprenticeship course work through the process of prior learning assessment.
4. Triton will employ appropriate instructors for the Certificate and Degree programs and will consider potential instructors identified by REF who have expertise in renewable energy. Triton shall maintain sole discretion in all matters of hiring and employment and determination of educational credentials and qualification. In addition, all REN classes shall be taught by REF approved instructors.
5. Triton will identify up to 40 REF Scholars for sponsorship from REF and will use best efforts to identify candidates who self-identify as being from diverse low-income, minority, or economically disadvantaged populations.
6. Triton will assist the prospective REF Scholars to apply for grants and scholarships through financial aid, which will be applied to tuition and fees as permitted by applicable law and Triton policy. Grants and scholarships obtained on behalf of the REF Scholars will reduce the amount of sponsorship provided by REF. Students seeking scholarship opportunities must complete any applicable FAFSA paperwork with Triton College. Students seeking scholarship opportunities from REF must be enrolled in the renewable energy certificate or degree programs. Scholarship funding will reflect whatever current tuition and fees are being charged to the student, and be based on an In District credit hour charge. Triton will bill all scholarship eligible coursework as In District as long as no similar program exists.
7. Triton will provide REF with a statement showing the amount of grants and scholarships that are received each semester by each REF Scholar, which will then be used to reduce the amount of sponsorship that REF pays to Triton. Triton will be responsible for obtaining any necessary waivers from REF Scholars regarding the Family Educational Rights and privacy Act (“FERPA”) necessary for the sharing of such information.
8. Triton will supply REF with demographic and other information required for any reporting obligations under CEJA in the manner permitted by law, rule or regulation.
9. Triton understands that REF is making no representations regarding the job market or job availability for students completing the Certificate and/or Degree.
10. Triton agrees to notify REF of any changes to its sponsorship program.

11. Triton agrees to provide dedicated classroom space to be used for the renewable energy certificate or degree program. Triton shall notify REF as soon as plans are confirmed for any other classes or programs that will also be utilizing the dedicated classroom space. REF equipment shall not be used for classes or programs outside of the renewable energy Certificate or Degree program. REF instructors must be present when any REF equipment is utilized.
12. Triton shall provide REF with a capital budget at the start of each semester to be used for the renewable energy program. Prior to any utilization of the provided budget, Triton shall review the proposed purchase and provide written approval.
13. Triton shall provide REF with prompt notice at the outset of any planning for Triton led projects such as grants, meetings, conferences or other similar events.

IV. OBLIGATIONS OF REF

1. REF will identify potential instructors with renewable energy expertise for consideration by Triton. Such instructors shall be provided to Triton with no expectation of interview or employment.
2. REF will assist in developing a renewable energy curriculum that meets the requirements of the Illinois Community College Board.
3. The renewable energy curriculum is intended to prepare students to take the North American Board of Certified Energy Practitioners (“NABCEP”) PV Associate Exam. REF will administer and pay for REF Scholars who are enrolled at the end of the second semester of the Certificate program to take the NABCEP PV Associate Exam.
4. REF will provide equipment and supplies for students including loaned textbooks to use during their renewable energy coursework.
5. REF will provide sponsorship of all tuition and fees for up to 40 REF Scholars for any amount not covered by other grants and scholarships for classes required in the REN certificate and degree. One half of the sponsorship will be paid towards the first semester and one half will be paid towards the second semester. The potential amount of sponsorship will be reduced by any grants and scholarships for which the candidates may otherwise qualify through the assistance programs administered by Triton. Students must pass classes with a grade of “C” or better to be eligible for scholarship funding for such class.
6. The sponsorship will be paid by REF at the end of the fall and spring semesters directly to Triton on behalf of the REF Scholars upon receipt of statement from Triton showing the amount of grants and scholarships that is received each semester by each REF Scholar. Triton will be responsible for obtaining any necessary waivers from REF Scholars regarding FERPA.

7. Funding for REF Scholars will have a particular emphasis on those students who self-identify as diverse low-income, minority, or economically disadvantaged populations in the Triton district based on the FEJA and CEJA grant requirements.
8. REF Scholars will complete any REF Scholarship Application forms at the beginning of each semester.
9. REF will assist Triton in candidate recruitment at high schools identified by Triton in the geographic area served by Triton.

V. TERMINATION

This MOU will be reviewed after the initial two (2) year period. Either party may suspend participation in this MOU at any time by providing written notice to the other party. Any students enrolled in a Certificate or Degree program at the time of termination shall be permitted to complete the then current semester under the terms and conditions stated herein and the termination shall be effective at the end of the then current semester.

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

VI. GENERAL PROVISIONS

1. REF agrees to hold harmless and indemnify Triton, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the negligent acts or omissions of REF, its officers, agents or employees, under this Agreement.
2. Triton agrees to hold harmless and indemnify REF, its officers, agents, trustees and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the negligent acts or omissions of Triton, its officers, agents or employees, under this Agreement.
3. Triton College, as an entity and on behalf of its employees, agents, and students, may claim or assert any and all governmental immunity as may be established by or set forth under Federal or Illinois law, rule or regulation.
4. Each party assumes full responsibility for the payment of all federal, state and local taxes incurred by the party as a result of this Agreement.
5. This Memorandum is signed by an authorized representative of each party in the representative's official capacity only and the representative shall have no personal liability under this Memorandum.

6. Neither party shall discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer, maintains a written sexual harassment policy, and a Drug Free Workplace in compliance with applicable law.
7. This Memorandum shall be governed by and construed in accordance with the substantive laws of the State of Illinois regardless of any conflict of laws provision. All disputes arising out of this Agreement, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois.

VII. NOTICES

NOTICES TO REF SHALL BE SENT TO:

Illinois Renewable Energy Fund, Inc.
 2722 S. Martin Luther King Drive
 Chicago, IL 60616
 Attn: Robert Hattier
 Executive Director

NOTICES TO TRITON COLLEGE SHALL BE SENT TO:

Triton College
 2000 North Fifth Ave., Room A309
 River Grove, IL 60171
 Attn: Dr. Susan Campos
 Vice President of Academic Affairs

With a copy to:

Sarie Winner
 Kusper & Raucci Chartered
 30 North LaSalle Street
 Suite 2121
 Chicago, IL 60602

VIII. ADOPTION

<p>Mark R. Stephens, Board Chairman Triton College</p> <p>By _____</p> <p>Date _____</p>	<p>Robert Hattier, Executive Director Illinois Renewable Energy Fund, Inc.</p> <p>By </p> <p>Date 08/03/2022</p>
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Appendix A

Renewable Energy Technology, Certificate

Curriculum REN.REN.CERT (C360A)

29 Credit Hours

The Renewable Energy Technology Certificate emphasizes basic techniques and skills necessary for entry-level employment in the alternative energy industry, including unions working in this arena, such as IBEW (International Brotherhood of Electrical Workers). All genders of students will acquire proficiency in electricity and magnetism, controls, PhotoVoltaics (PV), wind, energy efficiency, effective communications, and employment skills.

Semester One

ENT 104 ◇	Electricity Basic Fundamentals	3 credits
MAT 122	Technical Math	3 credits
REN 100	Introduction to Renewable Energy	3 credits
REN 110 #	Electrical Construction Safety for Renewable Energy	3 credits
REN 120 #	Photovoltaic Design Fundamentals	4 credits
	Total Credit Hours:	16

Semester Two

ENT 202◇	Electricity Sustainability	4 credits
REN 130 #	National Electric Code and Renewable Energy Systems	3 credits
REN 200 #	Photovoltaic System Integrator	3 credits
REN 220 #	Wind Power Generation Design Fundamentals	3 credits
	Total Credit Hours:	13

Total credits required to graduate: 29

Renewable Energy Technology, AAS

Curriculum REN.REN.AAS (C260A)

60 Credit Hours

The Renewable Energy Technology Associate in Applied Science Degree emphasizes basic techniques and skills necessary for entry-level employment in the alternative energy industry. Students acquire proficiency in electricity and magnetism, controls, PhotoVoltaics (PV), wind, energy efficiency, effective communications and employment skills.

Program graduates may seek entry-level employment in companies, such as solar installation, wind, energy auditing and weatherization and may be employed as solar technicians, wind technicians, and energy auditors. Some may be entrepreneurial and may choose to start their own renewable energy companies. The Renewable Energy Technology curriculum is designed to meet the increasing demands for skilled renewable energy technicians in solar, wind, and energy efficiency. Course work emphasizes safety, electricity and magnetism, and controls, in addition to renewable energy technologies.

Semester One

ENT 104 ◊	Electricity Basic Fundamentals	3 credits
MAT 122	Technical Math	3 credits
REN 100	Introduction to Renewable Energy	3 credits
REN 110 #	Electrical Construction Safety for Renewable Energy	3 credits
REN 120 #	Photovoltaic Design Fundamentals	4 credits
	Total Credit Hours:	16

Semester Two

ENT 202◊	Electricity Sustainability	4 credits
REN 130 #	National Electric Code and Renewable Energy Systems	3 credits
REN 200 #	Photovoltaic System Integrator	3 credits
REN 220 #	Wind Power Generation Design Fundamentals	3 credits
RHT 101◊#	Freshman Rhetoric and Composition I	3 credits
	Total Credit Hours:	16

Semester Three

ARC 108	Materials and Techniques	1 credit
ARC 110	Materials, Methods, and Sustainability I	2 credits
BUS 141	Introduction to Business	3 credits

REN 210 #	Advanced Photovoltaic Installations	4 credits
RHT 102 ◊#	Freshman Rhetoric and Composition II	3 credits
SPE 101	Principles of Effective Speaking	3 credits
Total Credit Hours:		16

Semester Four

BUS 150	Principles of Management	3 credits
PHL 113	Environmental Ethics	3 credits
REN 230 #	Renewable Energy Systems: Operation and Maintenance	3 credits
REN 240 #	Energy Efficiency, Energy Auditing, and Commissioning of Electrical Systems	3 credits
Total Credit Hours:		12

Total Credits Required for Graduation: 60

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

Meeting of August 23, 2022

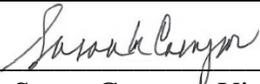
ACTION EXHIBIT NO. 16787

**SUBJECT: CHANGE OF COURSE FEES FOR INCLUSIVE ACCESS COURSES
EFFECTIVE SPRING 2023**

RECOMMENDATION: That the Board of Trustees approve the increase in course fees for courses included (See Attached List) in the McGraw Hill and Pearson Education “Inclusive Access” program. Students pay the appropriate fees to Triton College when they pay their tuition. The full fee for these select courses is remitted by Triton College to Follet. Students are not charged for course materials if they drop the class during the “full refund” period. The cost to Triton College includes any expense of collecting the fee, including but not limited to losses realized from students who do not pay the College their tuition and fees.

RATIONALE: Revised course fees for select courses are shown on the attached list and will be effective beginning spring 2023.

Submitted to Board by:



Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No

Course	Current Course Fees	2023 Amended Course Fees	Difference	Student Cost without Inclusive Access	Savings	Pricing Effective
ACC 100	\$ 105.00	\$ 106.00	\$ 1.00	\$ 195.50	\$ 89.50	Spring 2023
ACC 101	\$ 105.00	\$ 106.00	\$ 1.00	\$ 184.25	\$ 78.25	Spring 2023
ACC 103	\$ 105.00	\$ 106.00	\$ 1.00	\$ 195.50	\$ 89.50	Spring 2023
ACC 105	\$ 105.00	\$ 106.00	\$ 1.00	\$ 184.25	\$ 78.25	Spring 2023
ACC 256	\$ 110.00	\$ 111.00	\$ 1.00	\$ 210.25	\$ 99.25	Spring 2023
ACC 257	\$ 105.60	\$ 111.00	\$ 5.40	\$ 192.75	\$ 81.75	Spring 2023
BIS 100	\$ 72.00	\$ 73.00	\$ 1.00	\$ 126.00	\$ 53.00	Spring 2023
BIS 101	\$ 68.00	\$ 76.00	\$ 8.00	\$ 129.00	\$ 53.00	Spring 2023
BIS 113	\$ 72.00	\$ 73.00	\$ 1.00	\$ 126.00	\$ 53.00	Spring 2023
BIS 136	\$ 76.00	\$ 77.00	\$ 1.00	\$ 133.00	\$ 56.00	Spring 2023
BIS 150	\$ 100.00	\$ 109.00	\$ 9.00	\$ 210.00	\$ 101.00	Spring 2023
BIS 151	\$ 100.00	\$ 109.00	\$ 9.00	\$ 210.00	\$ 101.00	Spring 2023
BIS 222	\$ 76.00	\$ 77.00	\$ 1.00	\$ 157.00	\$ 80.00	Spring 2023
BUS 102	\$ 100.00	\$ 106.00	\$ 6.00	\$ 201.00	\$ 95.00	Spring 2023
BUS 103	\$ 99.12	\$ 104.00	\$ 4.88	\$ 199.00	\$ 95.00	Spring 2023
BUS 107	\$ 100.80	\$ 106.00	\$ 5.20	\$ 201.00	\$ 95.00	Spring 2023
BUS 127	\$ 100.00	\$ 101.00	\$ 1.00	\$ 175.00	\$ 74.00	Spring 2023
BUS 129	\$ 104.00	\$ 105.00	\$ 1.00	\$ 201.00	\$ 96.00	Spring 2023
BUS 136	\$ 96.00	\$ 101.00	\$ 5.00	\$ 175.00	\$ 74.00	Spring 2023
BUS 141	\$ 100.00	\$ 101.00	\$ 1.00	\$ 175.00	\$ 74.00	Spring 2023
BUS 146	\$ 72.00	\$ 73.00	\$ 1.00	\$ 126.00	\$ 53.00	Spring 2023
BUS 149	\$ 104.00	\$ 105.00	\$ 1.00	\$ 201.00	\$ 96.00	Spring 2023
BUS 150	\$ 100.00	\$ 101.00	\$ 1.00	\$ 175.00	\$ 74.00	Spring 2023
BUS 151	\$ 96.00	\$ 101.00	\$ 5.00	\$ 175.00	\$ 74.00	Spring 2023
BUS 154	\$ 100.00	\$ 101.00	\$ 1.00	\$ 175.00	\$ 74.00	Spring 2023
BUS 161	\$ 104.00	\$ 105.00	\$ 1.00	\$ 201.00	\$ 96.00	Spring 2023
BUS 171	\$ 100.00	\$ 101.00	\$ 1.00	\$ 175.00	\$ 74.00	Spring 2023
BUS 188	\$ 73.00	\$ 75.00	\$ 2.00	\$ 127.00	\$ 52.00	Spring 2023
BUS 200	\$ 100.00	\$ 101.00	\$ 1.00	\$ 175.00	\$ 74.00	Spring 2023
BUS 205	\$ 96.00	\$ 101.00	\$ 5.00	\$ 175.00	\$ 74.00	Spring 2023
BUS 210	\$ 42.00	\$ 43.75	\$ 1.75	\$ 53.75	\$ 10.00	Spring 2023
BUS 220	\$ 100.00	\$ 101.00	\$ 1.00	\$ 175.00	\$ 74.00	Spring 2023
BUS 250	\$ 100.00	\$ 101.00	\$ 1.00	\$ 175.00	\$ 74.00	Spring 2023
BUS 260	\$ 98.00	\$ 99.00	\$ 1.00	\$ 171.00	\$ 72.00	Spring 2023
BUS 262	\$ 104.00	\$ 105.00	\$ 1.00	\$ 201.00	\$ 96.00	Spring 2023
BUS 278	\$ 99.84	\$ 105.00	\$ 5.16	\$ 201.00	\$ 96.00	Spring 2023
BUS 285	\$ 104.00	\$ 105.00	\$ 1.00	\$ 201.00	\$ 96.00	Spring 2023
BUS 289	\$ 96.00	\$ 101.00	\$ 5.00	\$ 175.00	\$ 74.00	Spring 2023
BUS 293	\$ 96.00	\$ 101.00	\$ 5.00	\$ 175.00	\$ 74.00	Spring 2023
CHM 140	\$ 39.90	\$ 40.50	\$ 0.60	\$ 55.99	\$ 15.49	Spring 2023
CHM 141	\$ 39.90	\$ 40.50	\$ 0.60	\$ 55.99	\$ 15.49	Spring 2023
HTH 120	\$ 84.37	\$ 90.00	\$ 5.63	\$ 124.50	\$ 34.50	Spring 2023
MAT 101	\$ 65.61	\$ 71.00	\$ 5.39	\$ 93.50	\$ 22.50	Spring 2023
MAT 102	\$ 65.61	\$ 71.00	\$ 5.39	\$ 93.50	\$ 22.50	Spring 2023
MAT 110	\$ 65.61	\$ 71.00	\$ 5.39	\$ 93.50	\$ 22.50	Spring 2023
MAT 111	\$ 65.61	\$ 71.00	\$ 5.39	\$ 93.50	\$ 22.50	Spring 2023
MAT 114	\$ 65.61	\$ 71.00	\$ 5.39	\$ 93.50	\$ 22.50	Spring 2023
MAT 116	\$ 65.61	\$ 71.00	\$ 5.39	\$ 93.50	\$ 22.50	Spring 2023

MAT 117	\$ 65.61	\$ 71.00	\$ 5.39	\$ 93.50	\$ 22.50	Spring 2023
MAT 122	\$ 65.61	\$ 71.00	\$ 5.39	\$ 93.50	\$ 22.50	Spring 2023
MAT 124	\$ 65.61	\$ 71.00	\$ 5.39	\$ 93.50	\$ 22.50	Spring 2023
MAT 131	\$ 47.17	\$ 52.00	\$ 4.83	\$ 93.50	\$ 41.50	Spring 2023
MAT 133	\$ 23.63	\$ 26.00	\$ 2.37	\$ 93.50	\$ 67.50	Spring 2023
MAT 134	\$ 65.61	\$ 71.00	\$ 5.39	\$ 93.50	\$ 22.50	Spring 2023
MAT 170	\$ 80.79	\$ 81.00	\$ 0.21	\$ 100.50	\$ 19.50	Spring 2023
MAT 235	\$ 23.63	\$ 26.00	\$ 2.37	\$ 93.50	\$ 67.50	Spring 2023
PSY 100	\$ 71.50	\$ 72.00	\$ 0.50	\$ 120.00	\$ 48.00	Spring 2023
RHT 101	\$ 41.64	\$ 40.00	\$ (1.64)	\$ 50.99	\$ 10.99	Spring 2023
RHT 102	\$ 33.14	\$ 41.00	\$ 7.86	\$ 51.99	\$ 10.99	Spring 2023

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

Meeting of August 23, 2022

ACTION EXHIBIT NO. 16788

SUBJECT: APPROVAL AND RELEASE OF CLOSED SESSION MINUTES OF THE BOARD OF TRUSTEES

RECOMMENDATION: That the Board of Trustees approve the following Closed Session Minutes: 1/25/22, 2/15/22, 3/15/22, 4/19/22, 5/17/22, and 6/21/22, and authorize release of the Closed Session Minutes of the same dates.

RATIONALE: In keeping with the Illinois Community College Act, the Board of Trustees reviews Closed Session minutes as scheduled at least every 6 months to determine release and availability through Freedom of Information Act requests.

Sean Sullivan

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

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes No

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

Meeting of August 23, 2022

ACTION EXHIBIT NO. 16789

SUBJECT: DESTRUCTION OF CLOSED SESSION VERBATIM RECORDINGS

RECOMMENDATION: That the Board of Trustees approve the destruction of six (6) verbatim recordings of the Closed Session of the Board of Trustees made on 7/21/20, 8/25/20, 9/22/20, 10/20/20, 11/17/20, and 12/15/20 in accordance with Illinois law.

RATIONALE: Illinois Law, 5 ILCS 120/2.06(a) et.seq. (Open Meetings Act) requires the verbatim recording of all Closed Sessions of the Board of Trustees. This law became effective January 1, 2005, and Triton has been compliant since October of 2003. Verbatim records may be destroyed after 18 months if: (1) the public body approves destruction of a particular recording; and (2) the public body approves minutes of the closed meeting session, 5 ILCS 120/2.06(c). Triton has complied with all obligations of the law.

Sean Sullivan

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

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes No