

# SOUTH SUBURBAN COLLEGE



February 9, 2023

Regular Meeting of the  
Board of Trustees



**BOARD OF TRUSTEES OF SOUTH SUBURBAN COLLEGE**  
15800 S. STATE STREET, SOUTH HOLLAND, ILLINOIS  
BOARD ROOM, SUITE 2248  
AUDIT COMMITTEE MEETING AGENDA  
WHITTINGTON, CHAIR; TRUSTEES DEFILIPPO AND LOCKETT  
THURSDAY, FEBRUARY 9, 2023  
6:40 PM

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- I. Recommendation to accept the Comprehensive Annual Financial Audit Report, Internal Controls over Financial Reporting and Professional Standards (SAS 114) as presented by Crowe, LLP, for the fiscal year ended June 30, 2022, as presented
- II. Recommendation to accept the OMB Circular A-133 Audit Report for the fiscal year ended June 30, 2022, as presented
- III. Recommendation to appoint the firm Crowe, LLP to conduct an audit of the college financial statements and the Single Audit of Federal Funds for the fiscal year ending June 30, 2023





**BOARD OF TRUSTEES OF SOUTH SUBURBAN COLLEGE**  
**15800 S. STATE STREET, SOUTH HOLLAND, ILLINOIS**  
**BOARD ROOM, SUITE 2248**  
**FINANCE COMMITTEE MEETING AGENDA**  
**DEFILIPPO, CHAIR; TRUSTEES LOCKETT AND ROGERS**  
**THURSDAY, FEBRUARY 9, 2023**  
**6:50 PM**

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- I. Recommendation to approve the resolution for the issue of not to exceed \$10,100,000 of debt certificates of Community College District No. 510 for the purpose of financing certain capital projects (Allied Health and Nursing Center), providing for the repayment of the debt certificates and providing for the sale of the debt certificates to the purchase thereof.



**BOARD OF TRUSTEES OF SOUTH SUBURBAN COLLEGE**  
**15800 S. STATE STREET, SOUTH HOLLAND, ILLINOIS**  
**BOARD ROOM, SUITE 2248**  
**REGULAR BOARD MEETING AGENDA**  
**THURSDAY, FEBRUARY 9, 2023**  
**7:00 PM**

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- I. **CALL TO ORDER/ROLL CALL**
- II. **PLEDGE OF ALLEGIANCE**
- III. **PUBLIC PARTICIPATION**
- IV. **PRESENTATIONS/REPORTS**
  - A. Recognition of Lady Bulldogs Soccer Team (D. King/S. Ruzich)
- V. **APPROVAL OF MINUTES OF PREVIOUS MEETINGS**
  - A. Finance Committee held January 12, 2023
  - B. Regular Board Meeting held January 12, 2023
  - C. Closed Session Meeting held January 12, 2023
- VI. **NEW BUSINESS**
  - A. Monthly Financial Report (T. Hill)
  - B. Approval of the payment of bills for January, 2023 (T. Hill)
  - C. Approval to accept the Comprehensive Annual Financial Audit Report, Internal Controls over Financial Reporting and Professional Standards (SAS 114) as presented by Crowe, LLP, for the fiscal year ended June 30, 2022, as presented (J. Whittington)
  - D. Approval to accept the OMB Circular A-133 Audit Report for the fiscal year ended June 30, 2022, as presented (J. Whittington)
  - E. Approval to appoint the firm Crowe, LLP to conduct an audit of the college financial statements and the Single Audit of Federal Funds for the fiscal year ending June 30, 2023 (J. Whittington)
  - F. Approval of the resolution for the issue of not to exceed \$10,100,000 of debt certificates of Community College District No. 510 for the purpose of financing certain capital projects (Allied Health and Nursing Center), providing for the repayment of the debt certificates and providing for the sale of the debt certificates to the purchase thereof (A. DeFilippo)
- VII. **PERSONNEL RECOMMENDATIONS**
  - A. Retirements/Resignations/Terminations
  - B. Appointments
  - C. Approval to Grant Tenure
  - D. Approval to Reappoint Non-tenured Faculty for 2023/2024 Academic Year
  - E. Reappointment of Administrative Staff for Fiscal Year 2024
  - F. Reappointment of Technical Professional Exempt (TPE) Staff for Fiscal Year 2024
  - G. Reappointment of Grant-funded Staff for Fiscal Year 2024

**VIII. CLOSED SESSION**

The Board to consider meeting in Closed Session for the discussion of the hiring, discipline, performance, and compensation of certain personnel, dismissal of specific volunteers, dismissal of specific independent contractors, matters of collective bargaining, acquisition of real property, and matters of pending, probable, or imminent litigation.

**IX. MISCELLANEOUS**

**X. ADJOURNMENT**



**BOARD OF TRUSTEES OF SOUTH SUBURBAN COLLEGE**

**15800 SOUTH STATE STREET, SOUTH HOLLAND, IL 60473**

**BOARD ROOM, ROOM 2248**

**MINUTES OF THE FINANCE COMMITTEE**

**WEDNESDAY, JANUARY 12, 2023**

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Trustee Anthony DeFilippo called the meeting of the Finance Committee to order at 7:07 p.m.

Committee members present: Trustees Anthony DeFilippo, Vincent Locket and Secretary Janet Rogers.

Committee members absent: None.

Other Board members in attendance: Chairman Terry Wells, Vice Chairperson Vivian Payne, Trustees Prince Reed, Joseph Whittington and Student Trustee Fatima Serrato.

Other Board members absent: None.

*Also present:* College President Lynette D. Stokes; Tasha Williams, Vice President of Academic Services; Deborah Baness-King, Vice President of Student and Enrollment Services; Patrick Rush, Vice President of Administration and Secretary to the Board; and College Attorney Stanley Kuser.

Agenda:

**I. Recommendation to authorize Administration to dispose of obsolete and/or broken equipment by selling it to the highest bidder**

Trustee DeFilippo recommended the Board authorize Administration to dispose of obsolete and/or broken equipment by selling it to the highest bidder at the regular Board of Trustees meeting.

The meeting adjourned at 7:10 p.m.

# BOARD OF TRUSTEES OF SOUTH SUBURBAN COLLEGE

15800 S. STATE STREET, SOUTH HOLLAND, ILLINOIS

BOARD ROOM, SUITE 2248

REGULAR BOARD MEETING MINUTES

WEDNESDAY, JANUARY 12, 2023

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## I. CALL TO ORDER & ROLL CALL:

At 7:10 p.m., Chairman Terry Wells called the Regular Meeting of the Board of Trustees of South Suburban College, Illinois Community College District No. 510 to order. The meeting was held in the Board Room, Suite 2248.

*Present:* Chairman Terry Wells, Vice Chairperson Vivian Payne, Secretary Janet Rogers and Trustees Anthony DeFilippo, Vincent Lockett, Prince Reed, Joseph Whittington and Student Trustee Fatima Serrato.

*Absent:* None.

*Also present:* Lynette D. Stokes, President; Tasha Williams, Vice President of Academic Services; Deborah Baness-King, Vice President of Student and Enrollment Services; Patrick Rush, Vice President of Administration and Secretary to the Board of Trustees and College Attorney Stanley Kuser.

## II. PLEDGE OF ALLEGIANCE

Chairman Terry Wells led the Pledge of Allegiance.

## III. PUBLIC PARTICIPATION:

There was none.

## IV. REPORTS/PRESENTATIONS

A presentation to honor the SSC Men's Bulldog Baseball Team was delivered to the Board of Trustees.

## V. PREVIOUS MEETING MINUTES

### **A. Finance Committee Meeting held December 15, 2022**

Trustee DeFilippo moved and Trustee Rogers seconded to approve the minutes of the Finance Committee meeting held December 15, 2022. On roll call, Trustees Anthony DeFilippo, Vincent Lockett, Vivian Payne, Janet Rogers, Joseph Whittington, Chairman Terry Wells and Student Trustee Fatima Serrato vote aye. Trustee Prince Reed passed. Motion carried.

### **B. Regular Board Meeting held December 15, 2022**

Trustee Whittington moved and Trustee Payne seconded to approve the minutes of the regular Board of Trustees meeting held December 15, 2022. On roll call, Trustees Anthony DeFilippo, Vincent Lockett, Vivian Payne, Janet Rogers, Joseph Whittington, Chairman Terry Wells and Student Trustee Fatima Serrato vote aye. Trustee Prince Reed passed. Motion carried.

## VI. NEW BUSINESS

### **A. Monthly Financial Report**

Trustee Rogers moved and Trustee DeFilippo seconded to accept the Monthly Financial Report as presented by Treasurer Tyhani Hill. On roll call, Trustees Anthony DeFilippo, Vincent Lockett, Vivian Payne, Prince Reed,

Janet Rogers, Joseph Whittington, Chairman Terry Wells and Student Trustee Fatima Serrato voted aye. Nays: None. Motion carried.

**B. Bills Payable for December 2022**

Trustee Reed moved and Trustee Whittington seconded to approve the bills payable for December, 2022 in the amount of \$5,517,447.76. On roll call, Trustees Anthony DeFilippo, Vincent Lockett, Vivian Payne, Prince Reed, Janet Rogers, Joseph Whittington, Chairman Terry Wells and Student Trustee Fatima Serrato voted aye. Nays: None. Motion carried.

**C. Approval to authorize Administration to dispose of obsolete and/or broken equipment by selling it to the highest bidder**

Trustee DeFilippo moved and Trustee Payne seconded to authorize Administration to dispose of obsolete and/or broken equipment by selling it to the highest bidder. On roll call, Trustees Anthony DeFilippo, Vincent Lockett, Vivian Payne, Prince Reed, Janet Rogers, Joseph Whittington, Chairman Terry Wells and Student Trustee Fatima Serrato voted aye. Nays: None. Motion carried.

**D. Approval to release the Closed Session minutes and destroy the Closed Session audio recordings in accordance with the Illinois Open Meetings Act**

Trustee Rogers moved and Trustee Reed seconded to release the Closed Session minutes and destroy the Closed Session audio recordings in accordance with the Illinois Open Meetings Act. The written minutes of June 10, 2021, December 9, 2021, July 14, 2022, and September 8, 2022 shall be released. The written minutes of May 12, 2022 shall remain closed. The audio recordings of May 13, 2021 and June 10, 2021 are authorized to be destroyed. On roll call, Trustees Anthony DeFilippo, Vincent Lockett, Vivian Payne, Prince Reed, Janet Rogers, Joseph Whittington, Chairman Terry Wells and Student Trustee Fatima Serrato voted aye. Nays: None. Motion carried.

**VII. PERSONNEL RECOMMENDATIONS**

**A. Resignations/Retirements/Terminations**

1. Trustee Payne moved and Trustee Rogers seconded to approve the retirement of David Stephenson as a full-time Web and Media Developer in the Communication Services Department, effective June 30, 2023, and grant permission to advertise to fill the vacated position, as needed. On roll call, Trustees Anthony DeFilippo, Vincent Lockett, Vivian Payne, Prince Reed, Janet Rogers, Joseph Whittington, Chairman Terry Wells and Student Trustee Fatima Serrato voted aye. Nays: None. Motion carried.

2. Trustee DeFilippo moved and Trustee Reed seconded to approve the resignation of Amy Babinec as a full-time Instructor in the Art & Design Department, effective December 28, 2022, and grant permission to advertise to fill the vacated position, as needed. On roll call, Trustees Anthony DeFilippo, Vincent Lockett, Vivian Payne, Prince Reed, Janet Rogers, Joseph Whittington, Chairman Terry Wells and Student Trustee Fatima Serrato voted aye. Nays: None. Motion carried.

3. Trustee Rogers moved and Student Trustee Serrato seconded to approve the resignation of Lorena Del Valle as a full-time Youth Career Coach in the Workforce Development Department, effective December 21, 2022, and grant permission to advertise to fill the vacated, grant-funded position, as needed. On roll call, Trustees Anthony DeFilippo, Vincent Lockett, Vivian Payne, Prince Reed, Janet Rogers, Joseph Whittington, Chairman Terry Wells and Student Trustee Fatima Serrato voted aye. Nays: None. Motion carried.

4. Trustee Whittington moved and Trustee DeFilippo seconded to approve the termination of Marilyn Wells as a full-time Librarian in the Campus Library, effective January 13, 2023, and grant permission to advertise to fill the vacated position, as needed. On roll call, Trustees Anthony DeFilippo, Vincent Lockett, Vivian Payne,

Prince Reed, Janet Rogers, Joseph Whittington, Chairman Terry Wells and Student Trustee Fatima Serrato voted aye. Nays: None. Motion carried.

5. Trustee Reed moved and Trustee Whittington seconded to approve the termination of Marcus Smith as a full-time Night Operations Manager in the Physical Plant Department, effective January 13, 2023. On roll call, Trustees Anthony DeFilippo, Vincent Lockett, Vivian Payne, Prince Reed, Janet Rogers, Joseph Whittington, Chairman Terry Wells and Student Trustee Fatima Serrato voted aye. Nays: None. Motion carried.

#### **B. Appointments**

Trustee Reed moved and Trustee Whittington seconded to approve the appointment of Shannon Cornell Gordon as a Network Specialist in the Network Systems Department, effective January 17, 2023, and grant permission to advertise to fill the vacated position, as needed. On roll call, Trustees Anthony DeFilippo, Vincent Lockett, Vivian Payne, Prince Reed, Janet Rogers, Joseph Whittington, Chairman Terry Wells and Student Trustee Fatima Serrato voted aye. Nays: None. Motion carried.

### **VIII. CLOSED SESSION**

At 7:37 p.m., on a motion made by Trustee Payne and seconded by Trustee Rogers, the Board of Trustees entered into Closed Session for the discussion of hiring, discipline, performance, and compensation of certain personnel, dismissal of specific volunteers, dismissal of specific independent contractors, matters of collective bargaining, acquisition of real property, and matters of pending, probable, or imminent litigation. On roll call, Trustees Anthony DeFilippo, Vincent Lockett, Vivian Payne, Prince Reed, Janet Rogers, Joseph Whittington, Chairman Terry Wells and Student Trustee Fatima Serrato voted aye. Nays: None. Motion carried.

At 10:24 p.m., the Board of Trustees resumed Open Session on a motion made by Trustee Payne and seconded by Trustee Whittington. On roll call, Trustees Anthony DeFilippo, Vincent Lockett, Vivian Payne, Prince Reed, Janet Rogers, Joseph Whittington, Chairman Terry Wells and Student Trustee Fatima Serrato voted aye. Nays: None. Motion carried.

### **IX. MISCELLANEOUS**

There was none.

### **X. ADJOURNMENT**

At 10:25 p.m., Trustee Rogers moved and Trustee Lockett seconded to adjourn the Board of Trustees meeting. On roll call, Trustees Anthony DeFilippo, Vincent Lockett, Vivian Payne, Prince Reed, Janet Rogers, Joseph Whittington, Chairman Terry Wells and Student Trustee Fatima Serrato voted aye. Nays: None. Motion carried.

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**Chairman of the Board**

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**Secretary of the Board**







SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VI.A

Board Meeting Date: February 9, 2023

BOARD COMMITTEE

FUNDING

- \_\_\_ Policy
- \_\_\_ Finance
- \_\_\_ Architectural
- \_\_\_ Other

- \_\_\_ Operating
- \_\_\_ College Capital
- \_\_\_ Protection, Health and Safety

- \_\_\_ Grant Funded
- \_\_\_ Student Life
- \_\_\_ Special Levies

PROPOSAL SUMMARY

Move that the Board of Trustees approve the Financial Report as presented.

ESTIMATED COST OR BENEFIT

JUSTIFICATION OF ACTION

Please refer to the attached Investment Report and Financial Summary enclosed in your Board booklet for the period ending December 31, 2022. This action aligns with Strategic Direction 3.1; Foster fiscal stability and sustainability.

MOTION

Move that the Board of Trustees approve the Financial Report as presented.

Approvals:

- \* Are funds available in the budget? NA
- \* Is this related to any previous Board action? No
- \* Is this part of a large project requiring additional funds? (Explain) No

*[Signature]*  
Controller/Treasurer

1-30-23  
Date

*[Signature]*  
Appropriate Vice President

1/30/2023  
Date

*[Signature]*  
President

01-31-2023  
Date

**SOUTH SUBURBAN COLLEGE**  
South Holland, Illinois

To: Board of Trustees  
 From: Tyhani Hill  
 Date: January 30, 2023  
 Subject: Financial Report For The Period Ending December 31, 2022

Following is a Financial Summary Sheet and a set of Investment Reports for the above mentioned period. The first page is a Consolidated Statement of Revenues, Expenditures and Fund Balances for all funds. In the Operating Funds, a combination of the Educational and the Operations and Maintenance Funds, the following occurred:

<u>Monthly Revenue</u>	<u>Year to Date Revenue</u>
\$5,215,602.18	\$15,822,059.67
<u>Monthly Expenditures</u>	<u>Year to Date Expenditures</u>
\$3,843,147.43	\$15,284,811.97

Activity for the month and year to date totals in all funds are as follows:

<u>Monthly Revenue</u>	<u>Year to Date Revenue</u>
\$7,000,396.74	\$23,029,415.21
<u>Monthly Expenditures</u>	<u>Year to Date Expenditures</u>
\$6,692,613.66	\$23,011,731.79
<u>Net Monthly Position</u>	<u>Year to Date Net Position</u>
\$307,783.08	\$17,683.42

On page eight of the Investment Report you will see our investments for the period:

<u>Total Investments</u>	<u>Average Rate of Return</u>	<u>Basis Point Change from Last Month</u>
\$8,965,058.57	2.88%	190

**SOUTH SUBURBAN COLLEGE**  
South Holland, Illinois

	<b>Revenue Educational</b>	<b>Revenue O&amp;M</b>	<b>Monthly Total</b>
July	\$1,998,158.25	\$201,851.58	\$2,200,009.83
August	\$2,715,852.48	\$206,518.11	\$2,922,370.59
September	\$1,989,812.41	\$197,814.54	\$2,187,626.95
October	\$1,851,437.71	\$189,447.00	\$2,040,884.71
November	\$1,194,655.50	\$60,909.91	\$1,255,565.41
December	\$4,998,099.93	\$217,502.25	\$5,215,602.18
January			\$0.00
February			\$0.00
March			\$0.00
April			\$0.00
May			\$0.00
June			\$0.00
YTD	\$14,748,016.28	\$1,074,043.39	\$15,822,059.67

	<b>Expenditures Educational</b>	<b>Expenditures O&amp;M</b>	<b>Monthly Total</b>
July	\$1,956,140.80	\$178,794.77	\$2,134,935.57
August	\$2,521,642.13	\$364,649.95	\$2,886,292.08
September	\$1,806,843.05	\$367,827.88	\$2,174,670.93
October	\$1,633,560.63	\$379,488.93	\$2,013,049.56
November	\$1,919,032.60	\$313,683.80	\$2,232,716.40
December	\$3,445,687.66	\$397,459.77	\$3,843,147.43
January			\$0.00
February			\$0.00
March			\$0.00
April			\$0.00
May			\$0.00
June			\$0.00
YTD	\$13,282,906.87	\$2,001,905.10	\$15,284,811.97

**SOUTH SUBURBAN COLLEGE**  
South Holland, Illinois

	<b>Revenues All Funds</b>	<b>Expenditures All Funds</b>	<b>Monthly Total</b>
July	\$2,710,852.78	\$2,622,735.63	\$88,117.15
August	\$4,291,085.88	\$4,276,239.24	\$14,846.64
September	\$3,127,845.61	\$3,096,876.85	\$30,968.76
October	\$3,243,668.79	\$3,418,662.73	(\$174,993.94)
November	\$2,655,565.41	\$2,904,603.68	(\$249,038.27)
December	\$7,000,396.74	\$6,692,613.66	\$307,783.08
January			\$0.00
February			\$0.00
March			\$0.00
April			\$0.00
May			\$0.00
June			\$0.00
YTD	\$23,029,415.21	\$23,011,731.79	\$17,683.42

	<b>Investment Total</b>	<b>Average Rate of Return</b>	<b>Basis Point Change from Last Month</b>
July	\$11,282,727.56	0.90%	(8)
August	\$11,517,784.00	1.53%	63
September	\$9,217,656.85	0.95%	(58)
October	\$9,325,202.73	0.74%	(21)
November	\$7,124,559.77	0.98%	24
December	\$8,965,058.57	2.88%	190
January			
February			
March			
April			
May			
June			









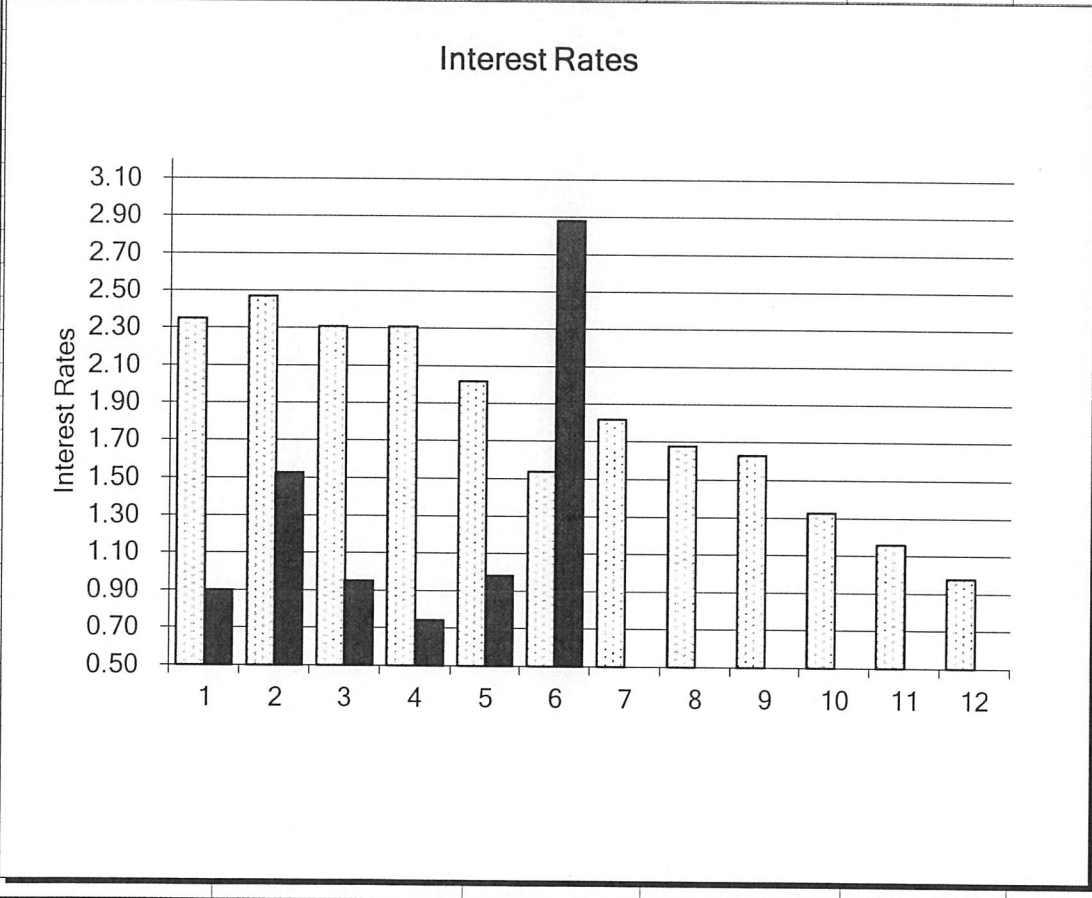


SOUTH SUBURBAN COLLEGE

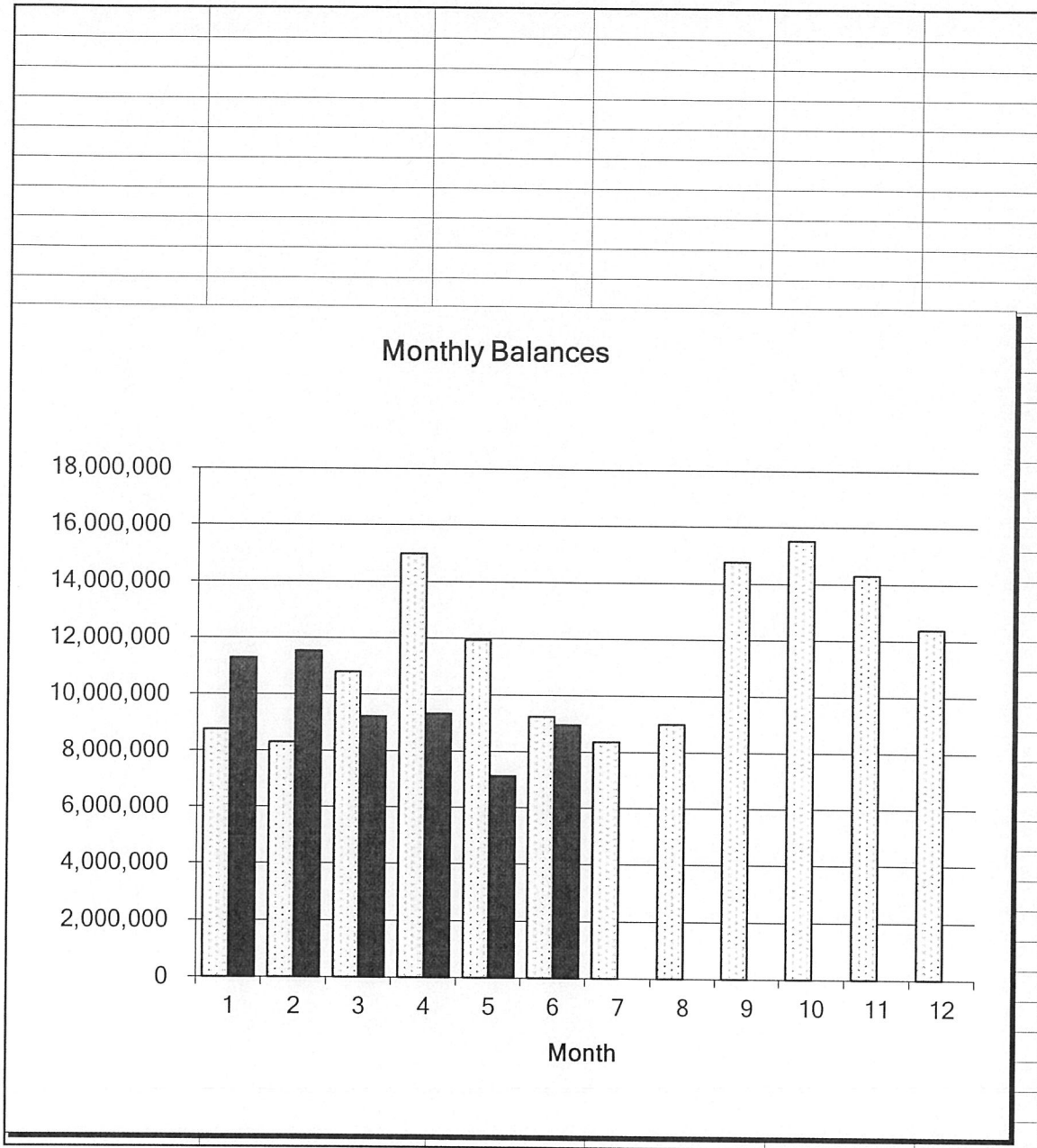
Investment		Page 4	Page 6	Total	Percent to Total
10	U. S. Government Securities	0.00	0.00	0.00	0%
20	Time Deposits	0.00	0.00	0.00	0%
40	Mutual Funds	0.00	0.00	0.00	0%
50	Illinois Funds	2,746,526.09	0.00	2,746,526.09	31%

### South Suburban College

Investment Summary				
	F Y 2021 - 2022		F Y 2022 - 2023	
Month	Month End Balance	Percent Return	Month End Balance	Percent Return
July	8,766,136	2.35	11,282,728	0.90
August	8,308,926	2.47	11,517,784	1.53
September	10,793,195	2.31	9,217,657	0.95
October	15,000,699	2.31	9,325,203	0.74
November	11,950,642	2.02	7,124,560	0.98
December	9,252,590	1.54	8,965,059	2.88
January	8,382,934	1.82		
February	9,015,324	1.68		
March	14,764,583	1.63		
April	15,529,366	1.33		
May	14,311,517	1.16		
June	12,390,395	0.98		



# South Suburban College





SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VI.B

Board Meeting Date: February, 2023

BOARD COMMITTEE

FUNDING

<input type="checkbox"/> Policy	<input checked="" type="checkbox"/>	Operating	<input checked="" type="checkbox"/>	Grant Funded
<input type="checkbox"/> Finance	<input checked="" type="checkbox"/>	College Capital	<input checked="" type="checkbox"/>	Student Life
<input type="checkbox"/> Architectural	<input checked="" type="checkbox"/>	Protection, Health and	<input checked="" type="checkbox"/>	Special Levies
<input type="checkbox"/> Other		Safety		

PROPOSAL SUMMARY

[Empty box for proposal summary]

ESTIMATED COST OR BENEFIT

[Empty box for estimated cost or benefit]

JUSTIFICATION OF ACTION

This action aligns with Strategic Direction 3.0; South Suburban College will ensure the financial, physical and technological resources necessary to support educational programs and promote continuous innovation and sustainability.

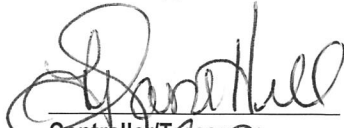
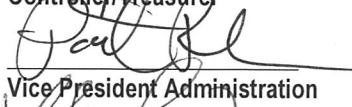
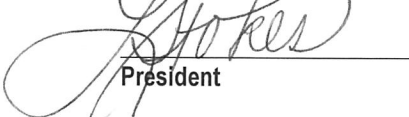
MOTION

Hereby authorize the Treasurer to pay the following list of bill:

Education Fund	\$1,723,990.40
Operations & Maintenance Fund	\$352,220.29
Auxiliary Enterprise Fund	\$27,131.05
Restricted Funds	\$702,868.24
Special Levies Fund	\$102,120.52
Audit Fund	\$27,500.00
Flex Plan Fund	\$3,082.03
Total	\$2,938,912.53

Approvals:

- \* Are funds available in the budget? Yes
- \* Is this related to any previous Board action? No
- \* Is this part of a large project requiring additional funds? (Explain) No

  
 Controller/Treasurer      2-1-23  
 Date  
  
 Vice President Administration      2/6/23  
 Date  
  
 President      02-06-23  
 Date



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VI.C

Board Meeting Date: February 9, 2023

BOARD COMMITTEE

FUNDING

- Policy
Finance
Architectural
Other

- Operating
College Capital
Protection, Health and Safety

- Grant Funded
Student Life
Special Levies

PROPOSAL SUMMARY

The Annual Comprehensive Financial Audit Report and Professional Standards (SAS 114) for the year ended June 30, 2022 has been completed by Crowe, LLP and is included in the audit packet. Move that the Board of Trustees approve the Comprehensive Annual Financial Audit Report and Professional Standards (SAS 114) as presented by Crowe, LLP, for the year ended June 30, 2022.

ESTIMATED COST OR BENEFIT

[Empty box for estimated cost or benefit]

JUSTIFICATION OF ACTION

This Illinois Community College Board requires an audit to be completed by independent certified public accountants at the end of each fiscal year. This action aligns with Strategic Direction 3.1; Foster fiscal stability and sustainability.

MOTION

Move that the Board of Trustees approve the Comprehensive Annual Financial Audit Report and Professional Standards (SAS 114) as presented by Crowe, LLP, for the year ended June 30, 2022,

Approvals:

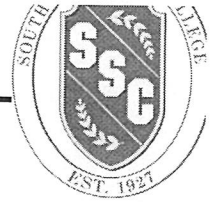
- \* Are funds available in the budget? NA
\* Is this related to any previous Board action? No
\* Is this part of a large project requiring additional funds? (Explain) No

[Signatures and titles: Controller/Treasurer, Appropriate Vice President, President]

[Dates: 1-30-23, 1/30/2023, 02/06/2023]

# Office of the Treasurer

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**To:** Board of Trustees  
**From:** Tyhani Hill  
**Date:** January 27, 2023  
**Subject:** Annual Comprehensive Financial Report – Fiscal Year Ended June 30, 2022

I am pleased to report that the College has successfully completed the Annual Comprehensive Financial Report (ACFR) as of June 30, 2022 with zero significant deficiencies, material weaknesses, or findings related to the financial statements. Additionally, there were no repeat findings and no negative reportable issues to the Board in the auditors SAS 114 letter as presented.

The ACFR document is quite comprehensive so I will summarize several of the more important issues as reported by our auditors as it relates to the Colleges financial statements:

- Change in Net Position increased \$2,053,906 in 2022 compared to \$652,342 in 2021. This represents a positive \$1,401,564 net change in the last year.
- As a result of the Governmental Account Standards Board (GASB) Statement 75 – the College has to include on our financial statements a liability for Other Post Retirement Benefits (OPEB) of \$18,005,375 (p. 9); that represents the College portion for our retirees that the State subsidizes. The College has no control over this number and would only be an actual liability if the State went bankrupt and were unable to pay their expenses. Therefore, without GASB statement 75, the College Net position would have been a positive \$885,386 instead of (\$17,121,989).
- Single Audit – the College did have two findings on pages 9– 10. All Corrective Actions plans have already been implemented.
- This is the first year the College’s total net assets reflect the implementation of GASB 87 and the change in financial reporting for leases by governments on the financial statements.
- The College received an Affirmed rating of A+ stable rating from S&P Global as of June 30, 2021. The last rating was back in 2017 when the College last issued General Obligation Bonds.

Please let me know if you have any specific questions regarding the OPEB liability or need further explanations on anything audit related.

Thank you.



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VI.D

Board Meeting Date: February 9, 2023

BOARD COMMITTEE

FUNDING

- Policy
- Finance
- Architectural
- Other

- Operating
- College Capital
- Protection, Health and Safety

- Grant Funded
- Student Life
- Special Levies

PROPOSAL SUMMARY

The Single OMB Circular A-133 Audit Report for the year ended June 30, 2022 has been completed by Crowe, LLP and is included in the audit packet. Move that the Board of Trustees approve the OMB Circular A-133 Audit Report for the year ended June 30, 2022, as presented.

ESTIMATED COST OR BENEFIT

[Empty box for estimated cost or benefit]

JUSTIFICATION OF ACTION

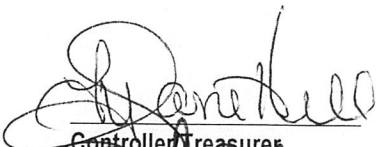
This action aligns with Strategic Direction 3.1; Foster fiscal stability and sustainability.

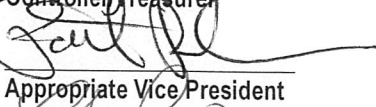
MOTION

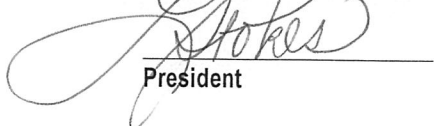
Move that the Board of Trustees approve the OMB Circular A-133 Audit Report for the year ended June 30, 2022, as presented.

Approvals:

- \* Are funds available in the budget? NA
- \* Is this related to any previous Board action? No
- \* Is this part of a large project requiring additional funds? (Explain) No

  
 Controller/Treasurer      1-30-23  
 Date

  
 Appropriate Vice President      2/30/23  
 Date

  
 President      02/09/2023  
 Date



# Office of the Treasurer

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**To:** Board of Trustees  
**From:** Tyhani Hill  
**Date:** January 30, 2023  
**Subject:** Single Audit OMB 133-Fiscal Year Ended June 30, 2022

Total Federal Grants & Contracts increased from \$14,325,342 to \$16,172,827 which equates to an additional \$1,847,485 or 13% increase. This increase was also attributed to additional HEERF revenue.

There were two findings and can be found in details on pages 9-10 with a formal corrective plan for each on pages 17-18.

**Finding 2022-001-Controls and Noncompliance over reporting:**

This finding is in regards to PELL grant and is considered a repeat finding in which it was reported previously as finding 2021-003. The College did not maintain proper documentation in the form of a list that were reviewed by the Student Financial Aid Director for accuracy before being submitted to the COD. The College was unable to locate its control documentation that the COD site submissions were reviewed for accuracy and approved prior to submission. The Financial Aid department developed additional steps to reinforce always established policies and procedures regarding timely and accurate submission of the COD information.

**Finding 2022-002-Controls and Noncompliance over eligibility and disbursement:**

This finding is in regards to FSEOG grant. Two students received FSEOG funding while having an expected family contribution greater than \$0, which would indicate that other Pell recipients had a potential need but were not awarded aid. The College was unable to locate its documentation to support the reason these students were judgmentally awarded the FSEOG funds. The Financial Aid department is implementing a colleague rule to prevent the disbursement of FSEOG to any student who does not have a \$0 EFC.

Please let me know if you have any specific questions or need further explanations on anything Single audit related.

Thank you.



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VI.E

Board Meeting Date: February 9, 2023

BOARD COMMITTEE

FUNDING

\_\_\_ Policy
\_\_\_ Finance
\_\_\_ Architectural
X Other

\_\_\_ Operating
\_\_\_ College Capital
\_\_\_ Protection, Health and Safety

\_\_\_ Grant Funded
\_\_\_ Student Life
X Special Levies

PROPOSAL SUMMARY

We are recommending the appointment of the firm of Crowe, LLP. To conduct an audit of our financial statements for the fiscal year ending June 30,2023. A copy of the engagement letter is attached

ESTIMATED COST OR BENEFIT

\$131,000

JUSTIFICATION OF ACTION

The Illinois Community College Board requires an audit to be completed by independent certified public accountants at the end of each fiscal year. This action supports Vision Statement, Strategic Direction 2, SSC.2.17 which is provide an efficient, transparent and financially secure institution.

MOTION

Move to approve the firm of Crowe LLP. To conduct an audit of the College financial statements and the Single Audit of Federal funds for the fiscal year ending June 30, 2023.

Approvals:

- \* Are funds available in the budget? NA
\* Is this related to any previous Board action? No
\* Is this part of a large project requiring additional funds? (Explain) No

Signatures and dates for Controller/Treasurer, Appropriate Vice President, and President.



**Crowe LLP**  
Independent Member Crowe Global

401 East Jackson Street, Suite 2900  
Tampa, FL 33602-5231  
Tel +1 813 223 1316  
Fax +1 813 229 5952  
www.crowe.com

January 31, 2023

Tyhani Hill  
South Suburban College  
15800 State Street  
South Holland, Illinois 60473

Dear Ms. Hill:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to South Suburban College ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

## AUDIT SERVICES

### Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending June 30, 2023.

We will audit and report on the financial statements of the business-type activities which collectively comprise the basic financial statements of the Client for the period indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Schedule of Expenditures of Federal Awards

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- SURS Schedule of the Client's Proportionate Share of the Net Pension Liability
- SURS Schedule of College Contributions
- SURS Notes to Required Supplementary Information
- CCHISF Schedule of the Client's Proportionate Share of the Net OPEB Liability
- CCHISF Schedule of College Contributions
- CCHISF Notes to Required Supplementary Information

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Introductory Section of the Annual Comprehensive Financial Report
- Statistical Section of the Annual Comprehensive Financial Report

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to those charged with governance of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.
- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.
- Uniform Financial Statements as required by the Illinois Community College Board ("ICCB"), which will be subjected to the auditing procedures applied in our audit of the basic financial statements.
- The Certificate of Chargeback Reimbursement, which will not be subjected to the auditing procedures applied in our audit of the financial statements.
- Report on compliance with ICCB requirements for the following grants in accordance with the ICCB's Fiscal Management Manual: State Adult Education and Family Literacy Grants (State Basic, Public Assistance, and Performance), and Career and Technical Education – Program Improvement Grants.
- Report on the Schedule of Enrollment Data and Other Bases Upon Which Claims are Filed in accordance with the ICCB's Fiscal Management Manual.
- Illinois Grant Accountability and Transparency Act - Consolidated Year End Financial Report ("CYEFR")

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform

a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

*Government Auditing Standards* require that we provide you with a copy of our most recent peer review report, which accompanies this letter along with the related letter of comment and response thereto.

#### The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Management has the responsibility to make Crowe aware of significant contractor relationships in which the contractor is responsible for program compliance. Client's management is responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings, to establish and maintain a process for tracking the status of findings and recommendations, and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.



Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year after the date the Financial Statements are made available to be issued.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form

and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

## OTHER SERVICES

### Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

### Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

### Consolidated Year End Financial Report input service

We will provide assistance in completing sections of the Consolidated Year End Financial Report (CYEFR) pursuant to the requirements of Title 44 Section 7000.90 of the Illinois Administrative Code that are promulgated to be completed by the College. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Grant Accountability and Act website, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

## BOND OFFERINGS

With respect to any official statements issued by the Client with which Crowe is not involved, the official statement should indicate that the auditor is not involved with the contents of such official statement. The



disclosure should read as:

“Crowe, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crowe also has not performed any procedures relating to this official statement.”

In delivering services to Client, Crowe may use subsidiaries owned and controlled by Crowe within and outside the United States. Crowe subsidiaries are subject to the same information security policies and requirements as Crowe LLP and will meet the requirements set forth in the confidentiality and data protection provisions of this Agreement.

**FEES**

Our fees are outlined below. Certain internal technology charges will be billed per hour of professional time or a flat fee. Internal technology charges reflect our estimate of the costs for technology and related support on this engagement. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys’ fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement. In addition, our fee assumes two Single Audit major programs for fiscal year 2023, which has been typical in the past. If, at fiscal year-end, additional major programs are calculated based on the Schedule of Expenditures of Federal Awards prepared by the College, the additional fee associated with the testing of each major program will be \$7,500 per program. We will present you with that calculation prior to beginning our audit for the year.

Description of Services	Fee Amount
Audit of South Suburban College financial statements for the year ending June 30, 2023	\$131,000

We will invoice you as our services are rendered.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management’s correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.

- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

#### MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are

reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

\* \* \* \* \*

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

South Suburban College

Crowe LLP

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

John Weber

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Partner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### **Crowe Engagement Terms**

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

**CLIENT'S ASSISTANCE** – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

**PROFESSIONAL STANDARDS** – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

**REPORTS** – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

**CONFIDENTIALITY** – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

**USE OF SUBCONTRACTORS FOR SERVICE DELIVERY** – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

**USE OF THIRD-PARTIES IN CROWE OPERATIONS** – Crowe uses third-party providers in the ordinary course of Crowe business operations. Third-party providers used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, and data hosting

centers. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United States for various administrative and support roles. Crowe subsidiaries and any third-party providers used in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

**CLIENT-REQUIRED CLOUD USAGE** – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

**DATA PROTECTION** – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with



jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the foregoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

**GENERAL DATA PROTECTION REGULATION COMPLIANCE** – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation (“GDPR”), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data (“EU Personal Data”). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the “Data Controller” as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the “Data Processor” as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries (“Data Subjects”). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

**INTELLECTUAL PROPERTY** - Any Deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement (“Work Product”), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Further, Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement (“Materials”). The foregoing ownership will be without any duty of accounting.

**DATA USAGE AND AGGREGATIONS** - Client hereby acknowledges and agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe to improve Crowe services and Materials, including without limitation developing new Crowe services and software or other products. Client also agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties (“Data Aggregations”) for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to

prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

**LEGAL AND REGULATORY CHANGE** – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

**PUBLICATION** – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

**CLIENT REFERENCE** – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

**NO PUNITIVE OR CONSEQUENTIAL DAMAGES** – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

**LIMIT OF LIABILITY** – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

**INDEMNIFICATION FOR THIRD-PARTY CLAIMS** – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

**NO TRANSFER OR ASSIGNMENT OF CLAIMS** – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

**TIME LIMIT ON CLAIMS** – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

**RESPONSE TO LEGAL PROCESS** – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse



Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

**MEDIATION** – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

**JURY TRIAL WAIVER** – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

**ARBITRATION** – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an

equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

**NON-SOLICITATION** – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement (“Key Personnel”). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party’s written consent unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel’s compensation for the prior twelve-month period with the other party.

**CROWE AND EQUAL OPPORTUNITY** – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

**CROWE GLOBAL NETWORK** – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit [www.crowe.com/disclosure](http://www.crowe.com/disclosure) for more information about Crowe LLP, its subsidiaries, and Crowe Global.



## Report on the Firm's System of Quality Control

To the Partners of Crowe LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under Federal Deposit Insurance Corporation Improvement Act of 1991 (FDICIA); and examinations of service organizations (SOC 1<sup>®</sup> and SOC 2<sup>®</sup> engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Crowe LLP has received a peer review rating of *pass*.

*Cherry Bekaert LLP*

Cherry Bekaert LLP  
September 29, 2022



National Peer  
Review Committee

October 20, 2022

Mark Baer  
Crowe LLP  
225 W Wacker DR Ste 2600  
Chicago, IL 60606-1228

Dear Mark Baer:

It is my pleasure to notify you that on October 13, 2022, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Michael Wagner". The signature is fluid and cursive.

Michael Wagner  
Chair, National PRC

+1.919.402.4502

cc: Jeffrey Sabetta, Jennifer Allen

Firm Number: 900010014904

Review Number: 592839



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VI.F

Board Meeting Date: February 9, 2023

BOARD COMMITTEE

FUNDING

- Policy
- Finance
- Architectural
- Other

- Operating
- College Capital
- Protection, Health and Safety

- Grant Funded
- Student Life
- Special Levies

PROPOSAL SUMMARY

Move that the Board of Trustees approve the resolution for the issue of not to exceed \$10,100,000 of debt certificates of the Community College District No. 510 for the purpose of financing certain capital projects (Allied Health and Nursing Center), providing for the repayment of the debt certificates and providing for the sale of the debt certificates to the purchase thereof.

ESTIMATED COST OR BENEFIT

[Empty box for estimated cost or benefit]

JUSTIFICATION OF ACTION

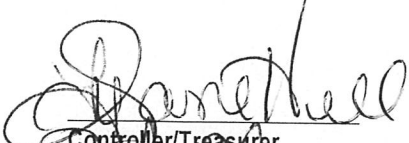
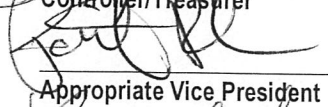
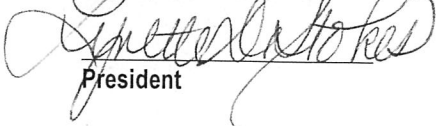
To authorize the issuance of \$10 million of funding bonds for the purpose of financing infrastructure improvements and the Allied Health and Nursing Center capital project. This action aligns with Strategic Direction 3.1; Foster fiscal stability and sustainability.

MOTION

Move that the Board of Trustees approve the resolution providing for the issue of not to exceed \$10,100,000 of debt certificates of Community College District No. 510 for the purpose of financing certain capital projects, providing for the repayment of the debt certificates and providing for the sale of the debt certificates to the purchase thereof.

Approvals:

- \* Are funds available in the budget? NA
- \* Is this related to any previous Board action? No
- \* Is this part of a large project requiring additional funds? (Explain) No

  
 Controller/Treasurer      1-30-23  
 Date  
  
 Appropriate Vice President      1/30/2023  
 Date  
  
 President      01/31/2023  
 Date

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 510, County of Cook and State of Illinois, held in the South Suburban College Board Room, 15800 S. State Street, South Holland, Illinois, in said Community College District at 7:00 o'clock P.M., on the 9th day of February, 2023.

\* \* \*

The meeting was called to order by the Chairman, and upon the roll being called, Terry Wells, the Chairman, and the following Trustees were physically present at said location:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and \_\_\_\_\_ (non-voting student trustee).

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

\_\_\_\_\_

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

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

\_\_\_\_\_

The Chairman announced that a proposal had been received from **[Name of Purchaser]** for the purchase of [\$10,100,000] Taxable General Obligation Debt Certificates (Limited Tax), Series 2023, to be issued by the District pursuant to Section 17(b) of the Local Government Debt Reform Act for the purpose of altering, repairing and equipping District buildings and facilities, including the expansion of the Allied Health and Nursing Center, and that the Board of Trustees would consider the adoption of a resolution authorizing the issue and sale of said Certificates. The

Chairman also summarized the pertinent terms of said proposal and said Certificates, including the length of maturity, interest rate and purchase price for said Certificates.

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

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community College District No. 510, County of Cook and State of Illinois, and for the issue of [\$10,100,000] Taxable General Obligation Debt Certificates (Limited Tax), Series 2023, of said Community College District, evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

WHEREAS, Community College District No. 510, County of Cook and State of Illinois (the "*District*"), is a community college district of the State of Illinois operating under and pursuant to the Public Community College Act of the State of Illinois, as amended (the "*Public Community College Act*"), the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), and in particular, the provisions of Section 17(b) of the Debt Reform Act (the "*Installment Purchase Provisions*") and all other Omnibus Bond Acts of the State of Illinois, in each case, as supplemented and amended (collectively, "*Applicable Law*"); and

WHEREAS, the Board of Trustees of the District (the "*Board*") has considered the needs of the District and, in so doing, the Board has deemed and does now deem it advisable, necessary, and for the best interests of the District to alter, repair, improve and equip District buildings and facilities, including the expansion of the Allied Health and Nursing Center (the "*Project*"), all as shown on preliminary plans and cost estimates on file with and approved by the Board; and

WHEREAS, the Board has determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work and to the Agreement hereinafter provided for in this Resolution (collectively "*Related Expenses*") to be not less than [\$10,100,000] plus estimated investment earnings which may be received on said sum prior to disbursement; and



WHEREAS, sufficient funds of the District are not available to pay the costs of the Project and Related Expenses, and it will, therefore, be necessary to borrow money in the amount of [\$10,100,000] for the purpose of paying such costs; and

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

WHEREAS, the Board finds that it is desirable and in the best interests of the District to avail of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the "*Agreement*"); name as counter-party to the Agreement the Treasurer of the Board (the "*Treasurer*"), as nominee-seller; authorize the Chairman of the Board (the "*Chairman*") and the Secretary of the Board (the "*Secretary*") to execute and attest, respectively, the Agreement on behalf of the District and to file same with the Secretary in his or her capacity as keeper of the records and files of the District; and issue certificates evidencing the indebtedness incurred under the Agreement in the amount of [\$10,100,000]:

NOW THEREFORE Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 510, County of Cook and State of Illinois, as follows:

*Section 1. Definitions.* Words and terms used in this Resolution shall have the meanings given them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to

any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles hereto.

Agreement  
Applicable Law  
Board  
Chairman  
Debt Reform Act  
District  
Installment Purchase Provisions  
Public Community College Act  
Project  
Related Expenses  
Secretary  
Treasurer

B. The following words and terms are defined as set forth.

“*Certificates*” means the [\$10,100,000] Taxable General Obligation Debt Certificates (Limited Tax), Series 2023 , authorized to be issued by this Resolution.

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

“*Certificate Registrar*” means [the Treasurer] [\_\_\_\_\_], in its capacity as registrar and paying agent hereunder, or a successor thereto or a successor designated as Certificate Registrar hereunder.

“*Purchaser*” means the purchaser of the Certificates, namely, [**Name of Purchaser**].

“*Record Date*” means the 15th day preceding any regular interest payment date and the 15th day preceding any interest payment date occasioned by the redemption of Certificates on other than an interest payment date.

C. Definitions also appear in the preambles hereto or in specific sections, as appear below. The headings in this Resolution are for the convenience of the reader and are not a part of this Resolution.

*Section 2. Incorporation of Preambles.* The Board hereby finds that the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

*Section 3. Authorization.* It is necessary and advisable for the residents of the District to pay the costs of the Project, including all Related Expenses and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of the Certificates evidencing the indebtedness incurred under the Agreement.

*Section 4. Agreement Is a General Obligation; Annual Budget.* The District hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the District payable from any funds of the District lawfully available for such purpose. The District represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

*Section 5. Execution and Filing of the Agreement.* From and after the effective date of this Resolution, the Chairman and Secretary be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth in Section 6 of this Resolution, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby

authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Secretary and retained in the District records and shall constitute authority for the issuance of the Certificates hereinafter authorized.

*Section 6. Form of Agreement.* The Agreement shall be in substantially the form as follows:

INSTALLMENT PURCHASE AGREEMENT for the purchase of real or personal property, or both, in and for Community College District No. 510, County of Cook and State of Illinois.

THIS INSTALLMENT PURCHASE AGREEMENT (this "*Agreement*") dated as of the \_\_\_ day of February, 2023, by and between the Treasurer (the "*Treasurer*") of the Board of Trustees (the "*Board*") of the hereinafter-defined District, as Nominee-Seller (the "*Seller*"), and Community College District No. 510, County of Cook and State of Illinois, a Community College District of the State of Illinois (the "*District*");

**WITNESSETH**

A. The Board has determined to alter, repair, improve and equip District buildings and facilities, including the expansion of the Allied Health and Nursing Center (the "*Project*"), all as previously approved by the Board and on file with the Secretary of the Board (the "*Secretary*").

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

C. On the 9th day of February, 2023, the Board, pursuant to Applicable Law and the need to provide for the Project, adopted a resolution (the "*Resolution*") authorizing the borrowing

of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Resolution is

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

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

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

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

1. MAKE, CONSTRUCT AND ACQUIRE PROJECT

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

2. CONVEYANCE

The District conveys to the Seller any portion of the Project heretofore acquired by the District and to be paid from proceeds of the Certificates (as defined in the Resolution). The Seller agrees to convey each part of the Project to the District and to perform all necessary work and convey all necessary equipment; and the District agrees to purchase the Project from the Seller and pay for the Project the purchase price of not to exceed [\$10,100,000]; plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificates and in no event shall the total aggregate principal purchase price to be paid pursuant

to this Agreement exceed the sum of [\$10,100,000], plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificates.

### 3. PAYMENTS

The payment of the entire sum of [\$10,100,000] of said purchase price shall:

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

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

### 4. ASSIGNMENT

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

### 5. TITLE

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

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in

construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the District shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

6. **LAWFUL CORPORATE OBLIGATION**

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

7. **GENERAL COVENANT AND RECITAL**

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

8. **NO SEPARATE TAX**

**THE SELLER AND THE DISTRICT RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.**

9. **DEFAULT**

In the event of a default in payment hereunder by the District, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment



of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

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

SELLER: Signature: \_\_\_\_\_ SPECIMEN

Name: \_\_\_\_\_  
as Nominee-Seller and the Treasurer of the  
Board of Trustees

ATTEST:

\_\_\_\_\_  
SPECIMEN  
Secretary, Board of Trustees

COMMUNITY COLLEGE DISTRICT NO. 510,  
COUNTY OF COOK AND STATE OF ILLINOIS

\_\_\_\_\_  
SPECIMEN  
Chairman, Board of Trustees

ATTEST:

\_\_\_\_\_  
SPECIMEN  
Secretary, Board of Trustees

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

**CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees (the “*Board*”) of Community College District No. 510, County of Cook and State of Illinois (the “*District*”), and as such officer I do hereby certify that on the \_\_\_\_ day of February, 2023, there was filed in my office a properly certified copy of that certain document, executed by the Chairman of the Board, attested by me in my capacity as Secretary of the Board, and further executed, as Nominee-Seller, by the Treasurer of the Board, also attested by me, dated the \_\_\_\_ day of February, 2023, and entitled “INSTALLMENT PURCHASE AGREEMENT for the purchase of real or personal property, or both, in and for Community College District No. 510, County of Cook and State of Illinois”; and supporting the issuance of certain Taxable General Obligation Debt Certificates (Limited Tax), Series 2023, of the District; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature, this \_\_\_\_ day of February, 2023.

\_\_\_\_\_  
SPECIMEN  
Secretary, Board of Trustees

*Section 7. Certificate Details.* For the purpose of providing for the Project and Related Expenses, there shall be issued and sold the Certificates in the principal amount of [\$10,100,000], which shall be designated “Taxable General Obligation Debt Certificates (Limited Tax), Series 2023.” The Certificates shall be dated February \_\_, 2023 (the “*Dated Date*”), and shall also bear the date of authentication thereof. The Certificates shall be in fully registered form, shall be in denominations of \$100,000 or integral multiples of \$1,000 in excess thereof (*provided* that if less than \$100,000 principal amount of Certificates is outstanding at any time, such outstanding principal amount shall be an authorized denomination under this Resolution), and shall be numbered 1 and upward. The Certificates shall become due and payable (subject to prior redemption as hereinafter set forth) on December 1, 2042, and shall bear interest at the rate of \_\_\_\_% per annum.

The Certificates 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 Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on December 1, 2023. Interest on each Certificate shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the Record Date. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal office of the Certificate Registrar.

The Certificates shall be signed by the manual or facsimile signature of the Chairman and Secretary and registered, numbered and countersigned by the manual or facsimile signature of the Treasurer, as they shall determine. In case any such officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature

shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Certificate Registrar as authenticating agent of the District and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Resolution.

*Section 8. Registration of Certificates; Persons Treated as Owners.* The District shall cause books (as previously defined, the "*Certificate Register*") for the registration and for the transfer of the Certificates as provided in this Resolution to be kept at the principal office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the District. The District is authorized to prepare, and the Certificate Registrar or such other agent as the District may designate shall keep custody of, multiple Certificate blanks executed by the District for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the principal office of the Certificate Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Certificate Registrar shall authenticate, date, and deliver in the name of the transferee or transferees, a new fully registered Certificate or Certificates of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of other authorized

denominations. The execution by the District of any fully registered Certificate shall constitute full and due authorization of such Certificate; and the Certificate Registrar shall thereby be authorized to authenticate, date, and deliver such Certificate; *provided, however*, the principal amount of outstanding Certificates authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates less previous retirements.

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

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

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

*Section 9 Redemption. (a) Mandatory Redemption.* The Certificates shall be subject to mandatory redemption, in integral multiples of \$1,000 selected by lot by the Certificate

Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years and in the principal amounts as follows:

YEAR	PRINCIPAL AMOUNT (\$)
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
2042 (maturity)	

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

(b) *Optional Redemption.* The Certificates shall be subject to redemption prior to maturity at the option of the District, in whole or in part, in integral multiples of \$1,000 as selected

by the Certificate Registrar, on any date on or after April 1, 2023, at the redemption price of par plus accrued interest to the redemption date.

The Certificates shall be redeemed only in the principal amount of \$1,000 and integral multiples thereof. The District shall, at least ten (10) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount to be redeemed. For purposes of any redemption of less than all of the outstanding Certificates, the particular Certificates or portions of Certificates to be redeemed shall be selected by lot by the Certificate Registrar by such method of lottery as the Certificate Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Certificates or portions thereof so that any \$1,000 Certificate or \$1,000 portion of a Certificate shall be as likely to be called for redemption as any other such \$1,000 Certificate or \$1,000 portion. The Certificate Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Certificates to be redeemed or the time of the giving of official notice of redemption.

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

*Section 10. Redemption Procedure.* Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the District by mailing the redemption notice by first class mail at least five (5) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.



All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Certificate Registrar, and
- (6) such other information then required by custom, practice or industry standard.

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

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, and notwithstanding the failure to receive such notice, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become

due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered holder a new Certificate or Certificates in the amount of the unpaid principal.

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

*Section 11. Form of Certificate.* The Certificates shall be in substantially the following form; *provided, however,* that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then paragraph [2] and the legend “See Reverse Side for Additional Provisions” shall be omitted and paragraphs [6] through [12] shall be inserted immediately after paragraph [1]:

[Form of Certificate - Front Side]

REGISTERED  
No. 1

REGISTERED  
[\$10,100,000]

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF COOK AND STATE OF ILLINOIS  
COMMUNITY COLLEGE DISTRICT NO. 510  
TAXABLE GENERAL OBLIGATION DEBT CERTIFICATE (LIMITED TAX), SERIES 2023

See Reverse Side for  
Additional Provisions

Maturity  
Date: December 1, 2042

Dated  
Date: February \_\_, 2023

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that Community College District No. 510, County of Cook and State of Illinois (the "*District*"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid on June 1 and December 1 of each year, commencing December 1, 2023, until said Principal Amount is paid, at the Interest Rate per annum set forth above. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal office of [the Treasurer of the Board of Trustees of the District] [\_\_\_\_\_], as certificate registrar and paying agent (the "*Certificate Registrar*"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Certificate Registrar at the close of business on the 15th day preceding any

regular interest payment date and the 15th day preceding any interest payment date occasioned by the redemption of this Certificate on other than an interest payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

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

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

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

[5] IN WITNESS WHEREOF Community College District No. 510, County of Cook and State of Illinois, by its Board of Trustees, has caused this Certificate to be signed by the manual or duly authorized facsimile signatures of the Chairman and Secretary of said Board of Trustees and to be registered, numbered and countersigned by the manual or duly authorized facsimile signature of the Treasurer of said Board of Trustees, all as of the Dated Date identified above.

\_\_\_\_\_  
SPECIMEN  
Chairman, Board of Trustees

\_\_\_\_\_  
SPECIMEN  
Secretary, Board of Trustees

Registered, Numbered and Countersigned:

\_\_\_\_\_  
SPECIMEN  
Treasurer, Board of Trustees

Date of Authentication: February \_\_, 2023

CERTIFICATE  
OF  
AUTHENTICATION

Certificate Registrar and Paying Agent:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

This Certificate is one of the Certificates described in the within-mentioned Resolution and is one of the Taxable General Obligation Debt Certificates (Limited Tax), Series 2023 , of Community College District No. 510, County of Cook and State of Illinois.

[\_\_\_\_\_,  
as Certificate Registrar]

[By] \_\_\_\_\_  
SPECIMEN  
[Treasurer, Board of Trustees,  
as Certificate Registrar]

[Form of Certificate - Reverse Side]

**COMMUNITY COLLEGE DISTRICT NO. 510**  
**COUNTY OF COOK AND STATE OF ILLINOIS**  
**TAXABLE GENERAL OBLIGATION DEBT CERTIFICATE (LIMITED TAX), SERIES 2023**

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

[7] Certificates of the issue of which this certificate is one are subject to mandatory redemption, in integral multiples of \$1,000 selected by lot by the Certificate Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years and in the principal amounts as follows:

YEAR	PRINCIPAL AMOUNT (\$)
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
2042 (maturity)	

[8] Certificates of the issue of which this Certificate is one are subject to redemption prior to maturity at the option of the District, as a whole or in part, in integral multiples of \$1,000 as selected by the Certificate Registrar, on any date on or after April 1, 2023, at a redemption price of par plus accrued interest to the redemption date.

[9] Notice of any such redemption shall be sent by first class mail not less than five (5) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of the District maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

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

[11] The Certificates are issued in fully registered form in the denomination of \$100,000 each or authorized integral multiples of \$1,000 in excess thereof (*provided* that if less than \$100,000 principal amount of Certificates is outstanding at any time, such outstanding principal amount shall be an authorized denomination). This Certificate may be exchanged at the principal office of the Certificate Registrar for a like aggregate principal amount of Certificates of other authorized denominations, upon the terms set forth in the authorizing resolution. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day preceding any regular interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

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

**(ASSIGNMENT)**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

---



(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint \_\_\_\_\_

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

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

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

*Section 12. Sale of Certificates.* The Certificates hereby authorized shall be executed as in this Resolution provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer, and be by the Treasurer be delivered to the Purchaser, upon receipt of the purchase price therefor, the same being \$\_\_\_\_\_; the contract for the sale of the Certificates heretofore entered into (the "*Purchase Contract*") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Certificates have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract; to the extent the surety bond executed by the Treasurer as required by Section 3-19 of the Public Community College Act is required to be increased as a result of the issuance of the Certificates, such increase is hereby approved and said surety bond shall be filed with the Illinois Community College Board and shall also be filed with the County Clerk of the County of Cook, Illinois; and the Certificates before being issued shall be registered, numbered

and countersigned by the Treasurer, such registration being made in a book provided for that purpose, in which shall be entered the record of the resolution authorizing the Board to borrow said money and a description of the Certificates issued, including the number, date, to whom issued, amount, rate of interest and when due.

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

*Section 13. Use of Certificate Proceeds.* Accrued interest received on the delivery of the Certificates, if any, is hereby appropriated for the purpose of paying first interest due on the Certificates and is hereby ordered deposited into the "Debt Certificate Fund-Series 2023" (the "*Certificate Fund*"), which shall be the fund for the payment of the principal of and interest on the Certificates. Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose.

The principal proceeds of the Certificates and any premium received on the delivery of the Certificates are hereby appropriated to pay the costs of issuance of the Certificates and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the "Project Fund" (the "*Project Fund*"), hereby created. It is hereby found and determined and hereby declared and set forth that the Board (i) has not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Purchaser) to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time and (ii) is not required by any contract, decree, instrument, order, regulation

or ruling, to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time. Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

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

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

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificates to one or more related funds of the District already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve such officers of the duty to account and

invest such funds and the proceeds of the Certificates, as herein provided, as if the funds described above had in fact been created. At the time of the issuance of the Certificates, the costs of issuance of the Certificates may be distributed by the Purchaser on behalf of the District from the proceeds

*Section 14. Reimbursement.* With respect to expenditures for the Project and the Related Expenses paid within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the District hereby declares its intent to reimburse such expenditures and hereby allocates all or a portion of the proceeds of the Certificates to said expenditures as appropriate.

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

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

- (a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Certificates as provided herein;
- (d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the District at least annually a certificate with respect to Certificates cancelled and/or destroyed; and

(f) to furnish the District at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

*Section 17. Record-Keeping Policy and Post-Issuance Compliance Matters.* On the December 21, 2011, the Board adopted a record-keeping policy (the “*Policy*”), in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the District, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the District or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the District hereby reaffirm the *Policy*.

*Section 18. Severability.* If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 19. Repeal.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted February 9, 2023.

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Chairman, Board of Trustees

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Secretary, Board of Trustees

**EXHIBIT 1**

**WORK CONTRACTS**

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

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

Upon the roll being called, the following Trustees voted AYE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following Trustees voted NAY: \_\_\_\_\_

Whereupon the Chairman declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Trustees of Community College District No. 510, County of Cook and State of Illinois, which was done.

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

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

\_\_\_\_\_  
Secretary, Board of Trustees

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

**CERTIFICATION OF MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Community College District No. 510, County of Cook and State of Illinois (the “Board”), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 9th day of February, 2023, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community College District No. 510, County of Cook and State of Illinois, and for the issue of [\$10,100,000] Taxable General Obligation Debt Certificates (Limited Tax), Series 2023, of said Community College District, evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

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

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Public Community College Act of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board.



IN WITNESS WHEREOF, I hereunto affix my official signature, this 9th day of February,  
2023.

---

Secretary, Board of Trustees

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Treasurer of the Board of Trustees (the “*Board*”) of Community College District No. 510, County of Cook and State of Illinois, and as such official I do hereby certify that on the 9th day of February, 2023, there was filed in my office and has been deposited in the official files and records of my office a properly certified copy of a resolution, adopted by the Board on the 9th day of February, 2023, entitled:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community College District No. 510, County of Cook and State of Illinois, and for the issue of [\$10,100,000] Taxable General Obligation Debt Certificates (Limited Tax), Series 2023, of said Community College District, evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

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

IN WITNESS WHEREOF, I hereunto affix my official signature, this 9th day of February, 2023.

\_\_\_\_\_  
Treasurer, Board of Trustees

## **Rider 1**

7. The Investor is purchasing the Bonds at a price of \$ \_\_\_\_\_ (the "*Purchase Price*"). On the date of the sale of the Bonds (the "*Sale Date*"), based on the Investor's assessment of the prevailing market conditions, the Purchase Price was not less than the fair market value of the Bonds as of the Sale Date.

## **Rider 2**

10. The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the completeness and accuracy of the Resolution and the information, Bonds, opinions, statements and reports supplied by or on behalf of the District.

11. No person holding any office of the District, either by election or appointment, is interested in the Investor as an officer or employee or as a holder of any ownership interest in the Investor.

12. The Investor acknowledges and understands that (i) Chapman and Cutler LLP ("*Chapman*") has been engaged by the District to act as Bond Counsel for the Bonds, (ii) Chapman's engagement as Bond Counsel by the District is limited in scope and Chapman has an attorney-client relationship with the District and not with us, (iii) we have received a copy of Chapman's engagement letter that outlines its role in the financing, (iv) we will refer to our own general or special counsel as necessary, (v) at this time Chapman may be representing us in unrelated matters and our consent to Chapman's representation of the District is required, (vi) our consent extends only to the representation of the District as Bond Counsel in connection with the Bonds and does not extend to any actual or potential litigation, arbitration or other adversary proceeding or claim against us or any of our subsidiaries in connection with the representation, (vii) in the event of any such claim or proceeding, Chapman would be disqualified from representing the District with respect to such claim or proceeding unless we or an appropriate subsidiary were to give a new consent at that time, which consent would be wholly discretionary, and (viii) evidence of our consent is given by executing this investment letter.

CAC 1/27

**Term Certificate Option :**

At the option of the Purchaser, the Certificates may also be issued as a single term certificate due December 1, 2042, in the amount of \$10,100,000, subject to mandatory redemption, in integral multiples of \$1,000, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years and in the principal amounts as follows:

PAYMENT DATE (DECEMBER 1)	AMOUNT (\$)*
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
2042	

**Interest Payment Dates:**

The Certificates will pay interest semi-annually on each June 1 and December 1, commencing on December 1, 2023. Interest is calculated on the basis of a 360-day year of twelve 30-day months.

**Record Date:**

The close of business on the first (15th) day of the calendar month next preceding any interest payment date.

**Purchaser:**

\_\_\_\_\_

**Purchase Price:**

\_\_\_\_\_

**Optional Redemption:**

The Certificates are subject to redemption prior to maturity at the option of the District, as a whole or in part, on any date <sup>or</sup> after April 1, 2023, at the redemption price of par plus accrued interest to the redemption date.

**Purpose:**

Proceeds of the Certificates will be used (i) to fund a portion of the Allied Health and Nursing Center expansion at the District's South Holland campus; (ii) \_\_\_\_\_; and (iii) to pay costs associated with the issuance of the Certificates.

\* Preliminary, subject to change

EXHIBIT B

FORM OF INVESTOR LETTER

\_\_\_\_\_, 2023

Community College District No. 510  
County of Cook and State of Illinois (South Suburban College)

Stifel, Nicolaus & Company, Incorporated  
Chicago, Illinois

Chapman and Cutler LLP  
Chicago, Illinois

Re: Community College District No. 510, County of Cook and State of Illinois (South Suburban College)  
\$ \_\_\_\_\_ Taxable General Obligation Debt Certificates (Limited Tax), Series 2023

The undersigned (the "Investor") hereby acknowledges that is purchasing the \$ \_\_\_\_\_ aggregate principal amount of Taxable General Obligation Debt Certificates (Limited Tax), Series 2023 (the "Certificates") issued in denominations of \$100,000 and integral multiples of \$1,000 in excess thereof pursuant to a resolution of the Board of Trustees of Community College District No. 510, County of Cook and State of Illinois (the "Issuer"), to be adopted February 9, 2023 (the "*Certificate Resolution*"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Certificate Resolution.

The Investor acknowledges that the proceeds of the Certificates will be used (i) to fund a portion of the Allied Health and Nursing Center expansion at the District's South Holland campus; (ii) \_\_\_\_\_; and (iii) to pay costs associated with the issuance of the Certificates.

In connection with the sale of the Certificates to the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has the authority and is duly authorized to purchase the Certificates and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with its purchase of the Certificates. The Investor (a) is a bank, any entity directly or indirectly controlled by a bank or under common control with a bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, or a consortium of such entities; and (b) has the present intent to hold the Certificates to maturity or earlier redemption ~~or mandatory tender~~. ✓
2. The Investor is (a) a "qualified institutional buyer" as that term is defined in Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), or (b) an "accredited investor" as that term is defined in Rule 501(a)(1),(2),(3), or (7) under the Securities Act.

3. The Investor is not purchasing the Certificates for more than one account or with a view to distributing the Certificates.
4. The Investor understands that the Certificates are not, and are not intended to be, registered under the Securities Act and that such registration is not legally required as of the date hereof, and further understands that the Certificates (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating agency, and (d) will be delivered in a form that may not be readily marketable.
5. The Investor acknowledges that it has either been supplied with or been given access to information, including a term sheet and financial statements and budgets of the Issuer, which it has requested from the Issuer and to which a reasonable investor would attach significance in making investment decisions, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals, including its own counsel, concerning the Issuer and the Certificates and the security therefor so that, as a reasonable investor, the Investor has been able to make a decision to purchase the Certificates. The Investor has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its prospective investment in the Certificates.

Ride 1

6. The Investor acknowledges that the Certificates are valid and legally binding upon the District and are payable from any funds of the District legally available for such purpose, except that the rights of the owners of the Certificates and the enforceability of the Certificates may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion; however, there is no statutory authority for the levy of a separate tax in addition to other District taxes or the levy of a special tax unlimited as to rate or amount to pay the principal and interest due on the Certificates.
7. The Investor has made its own inquiry and analysis with respect to the Certificates and the security therefor, and other material factors affecting the security and payment of the Certificates. The Investor is aware that there are certain economic and regulatory variables and risks that could adversely affect the security for the Certificates. The Investor has reviewed the documents executed in conjunction with the issuance of Certificates, or summaries thereof, including, without limitation, the Certificate Resolution.
8. The Investor acknowledges and agrees that Stifel, Nicolaus & Company, Incorporated, Chicago, Illinois, and the Issuer take no responsibility for, and make no representation to the Investor, or any subsequent purchaser, with regard to, a sale, transfer or other disposition of the Certificates in violation of the provisions of the Certificate Resolution, or any securities law or income tax law consequences thereof. The Investor also acknowledges that, with respect to the Issuer's obligations and liabilities, the Investor is solely responsible for compliance with the sales restrictions on the Certificates in connection with any subsequent transfer of the Certificates made by the Investor.
9. The Investor agrees that it is bound by and will abide by the provisions of the Certificate Resolution relating to transfer, the restrictions noted on the face of the Certificates and this Investor Letter. The Investor also covenants to comply with all applicable federal

and state securities laws, rules and regulations in connection with any resale or transfer of the Certificates by the Investor.

Page 2

10. ~~The Investor acknowledges that the sale of the Certificates to the Investor is made in reliance upon the certifications, representations, and warranties herein made to the addressees hereto.~~

11. The interpretation of the provisions hereof shall be governed and construed in accordance with Illinois law without regard to principles of conflicts of laws.

12. All representations of the Investor contained in this letter shall survive the execution and delivery of the Certificates to the Investor as representations of fact existing as of the date of execution and delivery of this Investor Letter.

Very truly yours,

Investor: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT C

PROPOSED FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[TO BE DATED CLOSING DATE]

Community College District  
No. 510, County of Cook and  
State of Illinois

We hereby certify that we have examined certified copy of the proceedings (the "*Proceedings*") of the Board of Trustees of Community College District No. 510, County of Cook and State of Illinois (the "*District*"), passed preliminary to the issue by the District of its fully registered Taxable General Obligation Debt Certificates (Limited Tax), Series 2023 (the "*Certificates*"), to the amount of \$\_\_\_\_\_, dated \_\_\_\_\_, 2023, due on December 1, 2042, bearing interest at the rate of \_\_\_\_\_% per annum, subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Certificate Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years and in the principal amounts as follows:

2023	\$
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
2042(maturity)	



and subject to redemption prior to maturity at the option of the District, as a whole or in part, on any date on or after April 1, 2023, at the redemption price of par plus accrued interest to the redemption date, as provided in the Proceedings, and we are of the opinion that the Proceedings show lawful authority for said issue under the laws of the State of Illinois now in force.

We further certify that we have examined the form of certificate prescribed for said issue and find the same in due form of law, and in our opinion said issue, to the amount named, is valid and legally binding upon the District, and the Certificates are payable from any funds of the District legally available for such purpose, except that the rights of the owners of the Certificates and the enforceability of the Certificates may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. There is no statutory authority for the levy of a separate tax in addition to other District taxes or the levy of a special tax unlimited as to rate or amount to pay the principal and interest due on the Certificates. We express no opinion as to (a) the ability or the likelihood of the District to make such payments when due or (b) the validity or feasibility of any future financings that the District may undertake in order to provide funds to make such payments.

It is our opinion that under present law, interest on the Bonds is includible in gross income of the owners thereof for federal income tax purposes. Ownership of the Bonds may result in other federal income tax consequences to certain taxpayers. Bondholders should consult their own tax advisors concerning tax consequences of ownership of the Bonds.

We express no opinion herein as to the accuracy, adequacy or completeness of any information furnished to any person in connection with any offer or sale of the Certificates.

In rendering this opinion, we have relied upon certifications of the District with respect to certain material facts within the District's knowledge. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.





SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VII.A.1

Board Meeting Date: February 9, 2023

BOARD COMMITTEE

FUNDING

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Policy        | <input checked="" type="checkbox"/> Operating   | <input type="checkbox"/> Grant Funded   |
| <input type="checkbox"/> Finance       | <input type="checkbox"/> College Capital        | <input type="checkbox"/> Student Life   |
| <input type="checkbox"/> Architectural | <input type="checkbox"/> Protection, Health and | <input type="checkbox"/> Special Levies |
| <input type="checkbox"/> Other         | <input type="checkbox"/> Safety                 |   |

PROPOSAL SUMMARY

Request that the Board of Trustees approve the retirement of Michael Garth as a full-time Manager of Physical Plant, effective April 30, 2023, and grant permission to advertise to fill the vacated position of Manager of Plant Operations, as needed.

ESTIMATED COST OR BENEFIT

N/A

JUSTIFICATION OF ACTION

Please see the attached retirement letter from Michael Garth. This action aligns with Strategic Direct 3.0; South Suburban college will ensure the financial, physical and technological resources necessary to support educational programs and promote continuous innovation and sustainability.

MOTION

Request that the Board of Trustees approve the retirement of Michael Garth as a full-time Manager of Physical Plant, effective April 30, 2023, and grant permission to advertise to fill the vacated position of Manager of Plant Operations, as needed.

Approvals:

- \* Are funds available in the budget? N/A
- \* Is this related to any previous Board action? No
- \* Is this part of a large project requiring additional funds? (Explain) N/A

	<u>2/6/23</u>
Originator	Date
	<u>2/6/23</u>
Director of Human Resources	Date
	<u>2/6/23</u>
Appropriate Vice President	Date
	<u>02-06-23</u>
President	Date

1/12/2023

Mr. Terry Wells  
Chairman, Board of Trustees  
South Suburban College  
South Holland, IL 60473

Dear Chairman Wells,

Please accept this letter as my intent to retire from my position as Manager of the Physical Plant Department effective 4/30/2023. I request that I receive all retirement benefits provided to Technical/Professional/Exempt staff under the current agreement.

I would like to thank the Board of Trustees for the opportunity to work in Physical Plant for over 22 years. I will always remember the administrators, faculty and staff I have worked with, and whom I've had the privilege to provide services to through the Physical Plant Department. I look forward with great emotion to speak at the April Board Meeting.

Sincerely,

A handwritten signature in black ink that reads "Mike Garth Sr." with a stylized, cursive script.

Mike Garth Sr.

Manager

Physical Plant Department

Cc: Dr. Stokes, College President

Pat Rush, Vice President of Administration

Justin Papp, Director of Physical Plant

Kim Pigatti, Director of Human Resources



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VII.A.2

Board Meeting Date: February 9, 2023

BOARD COMMITTEE

FUNDING

- Policy
- Finance
- Architectural
- Other

- Operating
- College Capital
- Protection, Health and Safety

- Grant Funded
- Student Life
- Special Levies

**PROPOSAL SUMMARY**

Move to approve the retirement of Clifton Cobb as full-time Custodian I (evenings) in the Physical Plant Department, effective May 31, 2023, and grant permission to advertise to fill the vacated Support Staff position, as needed.

**ESTIMATED COST OR BENEFIT**

N/A

**JUSTIFICATION OF ACTION**

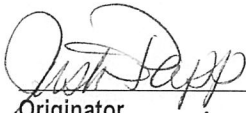
Please see attached retirement letter from Clifton Cobb. Replacement of his position supports Strategic Direction 3.0.; South Suburban College will ensure the financial, physical and technological resources necessary to support educational programs and promote continuous innovation and sustainability.

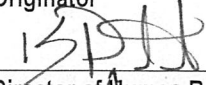
**MOTION**

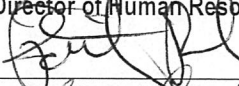
Move to approve the retirement of Clifton Cobb as Custodian I (evenings) in the Physical Plant Department, effective May 31, 2023, and grant permission to advertise to fill vacated Support Staff position, as needed.

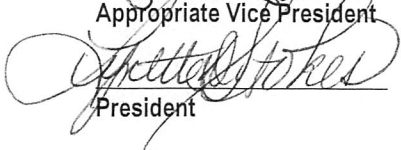
Approvals:

- \* Are funds available in the budget? N/A
- \* Is this related to any previous Board action? No
- \* Is this part of a large project requiring additional funds? (Explain) No

  
 \_\_\_\_\_  
 Originator 1/30/23  
Date

  
 \_\_\_\_\_  
 Director of Human Resources 1/30/23  
Date

  
 \_\_\_\_\_  
 Appropriate Vice President 1/30/2023  
Date

  
 \_\_\_\_\_  
 President 01-31-2023  
Date

January 30, 2023

Chairman Terry Wells  
The Board of Trustees  
South Suburban College  
South Holland, IL 60473

Dear Chairman Wells:

Please accept this letter as my intent to retire from South Suburban College as an Evening custodian

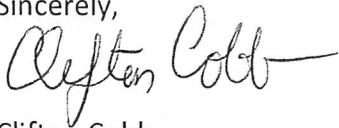
Effective May 31, 2023, under the terms and conditions outlined in the Support Contract Article XXIII,

Section 23.1 pertaining to the SSC Retirement Plan Benefits.

I am grateful for the educational, professional, and personal development opportunities that my employment has provided me. I will miss working with the staff, faculty, and students.

Thank you for the opportunity of working for South Suburban College.

Sincerely,

A handwritten signature in black ink that reads "Clifton Cobb". The signature is written in a cursive style with a long horizontal stroke at the end.

Clifton Cobb

Cc: Dr. Lynette Stokes

Justin Pupp

Pat Rush

Kim Pigatti

Shanon Smith



# SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VII.A.3

Board Meeting Date: February 9, 2023

### BOARD COMMITTEE

- Policy
- Finance
- Architectural
- Other

### FUNDING

- Operating
- College Capital
- Protection, Health and Safety
- Grant Funded
- Student Life
- Special Levies

### PROPOSAL SUMMARY

Move to approve the retirement of Mary Alice Kelly as full-time Academic Records Recorder in the Registration and Records Department, effective April 30, 2023, and grant permission to advertise to fill the vacated Support Staff position,

### ESTIMATED COST OR BENEFIT

N/A

### JUSTIFICATION OF ACTION

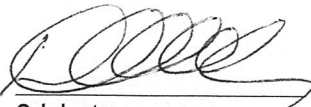
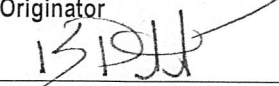
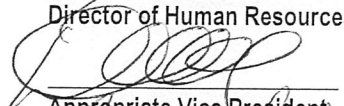
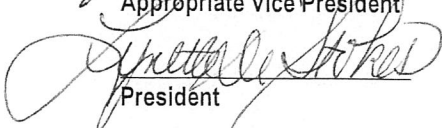
Please see attached retirement letter from Mary Alice Kelly. Replacement of her position supports Strategic Direction 3.0.; South Suburban College will ensure the financial, physical and technological resources necessary to support educational programs and promote continuous innovation and sustainability.

### MOTION

Move to approve the retirement of Mary Alice Kelly as Academic Records Recorder in the Registration and Records Department, effective April 30, 2023, and grant permission to advertise to fill vacated Support Staff position,

- \* Are funds available in the budget? N/A
- \* Is this related to any previous Board action? No
- \* Is this part of a large project requiring additional funds? (Explain) No

Approvals:

 Originator	<u>1/31/23</u> Date
 Director of Human Resources	<u>1/30/23</u> Date
 Appropriate Vice President	<u>1/31/23</u> Date
 President	<u>1-31-2023</u> Date

January 30, 2023

Chairman Terry Wells  
The Board of Trustees  
South Suburban College  
South Holland, IL 60473

Dear Chairman Wells:

Please accept this letter as my intent to retire from South Suburban College as Academic Records Recorder effective April 30, 2023, under the terms and conditions outlined in the Support Staff Contract Article XXIII, Section 12.1 pertaining to the SSC Retirement Plan Benefits.

I am grateful for the educational, professional and personal development opportunities that my employment has provided me. I will miss working with the staff, faculty and students. Thank you for the opportunity of working for South Suburban College.

Sincerely,

A handwritten signature in cursive script that reads "Mary Alice Kelly".

Mary Alice Kelly

cc: Dr. Lynette Stokes  
Dr. Deborah Baness King  
Tenial Whitted  
Kim Pigatti  
Shannan Smith





SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VII.A.4

Board Meeting Date: February 9, 2023

BOARD COMMITTEE

FUNDING

- Policy
- Finance
- Architectural
- Other

- Operating
- College Capital
- Protection, Health and Safety

- Grant Funded
- Student Life
- Special Levies

**PROPOSAL SUMMARY**

Move to approve the retirement of Jane Kawanna as full-time Purchase Coordinator in the Purchasing Department, effective April 30, 2023, and grant permission to advertise to fill the vacated Support Staff position, as needed.

**ESTIMATED COST OR BENEFIT**

N/A

**JUSTIFICATION OF ACTION**

Please see attached retirement letter from Jane Kawanna. Replacement of her position supports Strategic Direction 3.0.; South Suburban College will ensure the financial, physical and technological resources necessary to support educational programs and promote continuous innovation and sustainability.

**MOTION**

Move to approve the retirement of Jane Kawanna as Purchase Coordinator in the Purchasing Department, effective April 30, 2023, and grant permission to advertise to fill vacated Support Staff position, as needed.

Approvals:

- \* Are funds available in the budget? N/A
- \* Is this related to any previous Board action? No
- \* Is this part of a large project requiring additional funds? (Explain) No

	<u>1/30/23</u>
Director of Human Resources	Date
	<u>1/30/2023</u>
Appropriate Vice President	Date
	<u>01-31-2023</u>
President	Date

January 13, 2022

The Board of Trustees  
South Suburban College  
15800 S State St  
South Holland, IL 60473

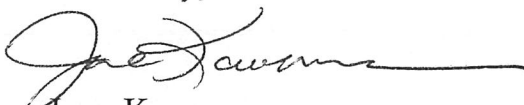
Dear Board of Trustees,

Please accept this letter as my intent to retire from South Suburban College as Purchasing Coordinator effective April 30, 2023, under the terms and conditions outlined in the Support Staff Contract Article **XXIII**, Section 23.1 pertaining to the SSC Retirement Plan Benefits.

I am grateful for the educational, professional and personal development opportunities that my employment has provided me. I will miss working with the staff, faculty, and students.

Thank you for the opportunity of working for South Suburban College.

Sincerely,



Jane Kawanna

cc: Dr. Lynette Stokes  
Patrick Rush  
Kim Pigatti  
Shannon Smith



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VII.A.5

Board Meeting Date: February 9, 2023

BOARD COMMITTEE

- Policy
- Finance
- Architectural
- Other

FUNDING

- Operating
- College Capital
- Protection, Health and Safety
- Grant Funded
- Student Life
- Special Levies

PROPOSAL SUMMARY

Move to approve the resignation of Tracy Jones as full-time grant-funded Workforce Partnership Coordinator in the Workforce Equity Initiative (WEI) Grant, effective January 5, 2023, and grant permission to advertise to fill the vacated, grant-funded position.

ESTIMATED COST OR BENEFIT

N/A

JUSTIFICATION OF ACTION

Please see attached resignation letter from Tracy Jones. Replacement of this position supports Strategic plan Direction 1.1 – Increase student retention, progression, persistence, and completion.

MOTION

Request that the Board of Trustees accept the resignation of Tracy Jones as a grant-funded Workforce Partnership Coordinator in the Workforce Equity Initiative (WEI) Grant, effective January 5, 2023, and grant permission to advertise to fill vacated grant-funded position.

Approvals:

- \* Are funds available in the budget? N/A
- \* Is this related to any previous Board action? No
- \* Is this part of a large project requiring additional funds? (Explain) No

	<u>11/31/23</u>
Originator	Date
	<u>1/30/23</u>
Director of Human Resources	Date
	<u>1/31/23</u>
Appropriate Vice President	Date
	<u>01-31-2023</u>
President	Date



# SOUTH SUBURBAN COLLEGE

15800 S. State St.  
South Holland, IL  
60473-1200  
(708) 596-2000

## Board of Trustees

Terry R. Wells,  
*Chairman*

Vivian Payne,  
*Vice-Chair*

Janet M. Rogers,  
*Secretary*

Anthony P. DeFilippo

Vincent Lockett

Prince Reed

Joseph Whittington Jr.

Dr. Lynette D. Stokes,  
*College President*

Our Mission  
Is to **S**erve our  
**S**tudents and  
the **C**ommunity  
Through Lifelong  
Learning.

Date: January 31, 2023

To: Dr. Lynette Stokes, President

From: Deborah Baness King, Vice President of Student & Enrollment Services

Re: Resignation of Tracy Jones, WEI Workforce Partnership Coordinator

This memo is to notify you of the resignation of Tracy Jones, Workforce Partnership Coordinator for the Workforce Equity Initiative effective January 5, 2023. I request that this memo serve as formal notification of this resignation and be presented for Board approval with permission to advertise and fill this grant position.

Thank you in advance for your time and consideration in this regard. Please let me know if you have any questions or concerns.

Thank you.



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VII.A.6

Board Meeting Date: February 9, 2023

BOARD COMMITTEE

- Policy
- Finance
- Architectural
- Other

FUNDING

- Operating
- College Capital
- Protection, Health and Safety
- Grant Funded
- Student Life
- Special Levies

**PROPOSAL SUMMARY**

Move to approve the resignation of Siobhan Loggins as full-time Admission & Registration Specialist in the Registration & Records Department, effective February 10, 2023, and grant permission to advertise to fill the vacated Support Staff position, as needed.

**ESTIMATED COST OR BENEFIT**

N/A

**JUSTIFICATION OF ACTION**

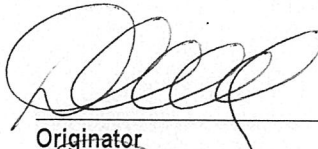
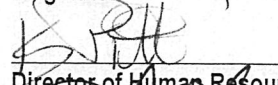
Please see attached resignation letter from Siobhan Loggins. Replacement of her position supports Strategic Direction 3.0,; South Suburban College will ensure the financial, physical and technological resources necessary to support educational programs and promote continuous innovation and sustainability.

**MOTION**

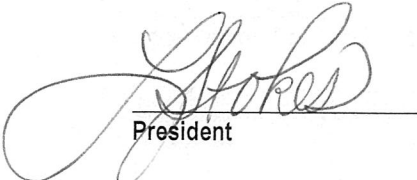
Move to approve the resignation of Siobhan Loggins as Admission & Registration Specialist in the Registration & Records Department, effective February 10, 2023, and grant permission to advertise to fill vacated Support Staff position, as needed.

Approvals:

- \* Are funds available in the budget? N/A
- \* Is this related to any previous Board action? No
- \* Is this part of a large project requiring additional funds? (Explain) No

  
 Originator  
  
 Director of Human Resources

2/1/23  
 Date  
2/1/23  
 Date

  
 President

02/09/2023  
 Date

February 1, 2023

Chairman Terry Wells  
The Board of Trustee  
South Suburban College  
15800 S. State Street  
South Holland IL 60473

Dear Chairman Wells,

I hope this letter finds you well. I am writing to formally inform you of my resignation from South Suburban College, effective February 10, 2023.

I want to take this opportunity to express my sincere gratitude for the opportunity to have been a part of the South Suburban College family for the past 17 years. During this time, I have had the privilege of working with an amazing team and I will truly miss our interactions.

While it is a difficult decision to make, I believe it is the right one for me at this time. I want to assure you that I am committed to making this transition as smooth as possible and will do everything in my power to ensure a seamless handover of my responsibilities.

Again, I want to express my sincere gratitude for the opportunities and experiences I have had at South Suburban College. I will always hold my time here in high regard and wish the College and its staff continued success in the future.

Thank you for your understanding and support during this time.

Sincerely,



Siobhan Loggins

cc: Lynette Stokes, Deborah King, Tenial Whitted, T-unna Perkins, Kimberly Pigatti, Shannon Smith

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SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VII.B.1

Board Meeting Date: February 9, 2023

BOARD COMMITTEE

FUNDING

<input type="checkbox"/> Policy	<input checked="" type="checkbox"/> Operating	<input type="checkbox"/> Grant Funded
<input type="checkbox"/> Finance	<input type="checkbox"/> College Capital	<input type="checkbox"/> Student Life
<input type="checkbox"/> Architectural	<input type="checkbox"/> Protection, Health and	<input type="checkbox"/> Special Levies
<input type="checkbox"/> Other	<input type="checkbox"/> Safety	

PROPOSAL SUMMARY

Move to appoint James Martin for Executive Director of Information Technology in the Information Technology, Academic Computing & Telecommunications and Network Systems Department effective February 13, 2023 and grant permission to advertise to fill the vacant position.

ESTIMATED COST OR BENEFIT

This is a full-time Administrator position; 40 hours per week, 52 weeks per year with a beginning annual salary of \$130,000 plus benefits.

JUSTIFICATION OF ACTION

This action support Strategic Direction 3.0; South Suburban College will ensure the financial, physical and technological resources necessary to support educational programs and promote continuous innovation and sustainability.

MOTION

Move to appoint James Martin for Executive Director of Information Technology in the Information Technology, Academic Computing & Telecommunications and Network Systems Department effective February 13, 2023 and grant permission to advertise to fill the vacant position.

Approvals:

- \* Are funds available in the budget? Yes
- \* Is this related to any previous Board action? No
- \* Is this part of a large project requiring additional funds? (Explain)

[Signature]  
Director of Human Resources

2/2/23  
Date

[Signature]  
Appropriate Vice President

2/6/23  
Date

[Signature]  
President

02/09/2023  
Date





SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VII.B.2

Board Meeting Date: Feb. 9, 2023

BOARD COMMITTEE

FUNDING

- Policy
- Finance
- Architectural
- Other

- Operating
- College Capital
- Protection, Health and Safety

- Grant Funded
- Student Life
- Special Levies

PROPOSAL SUMMARY

Move to appoint Tyler Thompson as a full-time Custodian (evenings) effective February 21, 2023, pending successful completion of a criminal background investigation.

ESTIMATED COST OR BENEFIT

This is classified as a grade IV on the Support Staff Salary Schedule with a beginning annual salary of \$34,125 plus shift differential and benefits, 35 hours per week, 52 weeks per year.

JUSTIFICATION OF ACTION

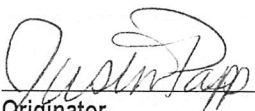
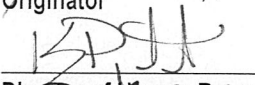
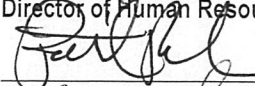
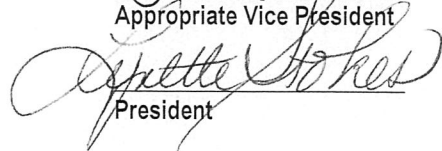
This action support Strategic Direction 3.0; South Suburban College will ensure the financial, physical, technological resources necessary to support educational programs and promote continuous innovation and sustainability

MOTION

Move to appoint Tyler Thompson as the full-time Custodian (evenings), effective February 21, 2023, pending successful completion of a criminal background investigation.

Approvals:

- \* Are funds available in the budget? Yes
- \* Is this related to any previous Board action? No
- \* Is this part of a large project requiring No additional funds? (Explain)

 Originator	<u>1/30/23</u> Date
 Director of Human Resources	<u>1/30/23</u> Date
 Appropriate Vice President	<u>1/30/2023</u> Date
 President	<u>1-31-2023</u> Date







SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VII.B.4

Board Meeting Date: Feb. 9, 2023

BOARD COMMITTEE

- Policy
- Finance
- Architectural
- Other

FUNDING

- Operating
- College Capital
- Protection, Health and Safety
- Grant Funded
- Student Life
- Special Levies

**PROPOSAL SUMMARY**

Move to appoint Marrion Jackson as the WEI Grant Assistant, Workforce Equity Initiative (WEI) Department, effective February 13, 2023 and grant permission to advertise to fill the grant funded vacant position.

**ESTIMATED COST OR BENEFIT**

This is a full-time Grant position, 40 hours per week; 52 weeks per year, with a beginning annual salary of \$41,000. Continued employment is contingent upon receipt of grant funding.

**JUSTIFICATION OF ACTION**

This action support Strategic Direction 3.0; South Suburban College will ensure the financial, physical, technological resources necessary to support educational programs and promote continuous innovation and sustainability.

**MOTION**

Move to appoint Marrion Jackson as the WEI Grant Assistant in the WEI Department, effective February 13, 2023 and grant permission to advertise to fill the grant funded vacant position.

Approvals:

- \* Are funds available in the budget? Yes
- \* Is this related to any previous Board action? No
- \* Is this part of a large project requiring additional funds? (Explain) No

	<u>1/31/23</u>
Originator	Date
	<u>1/30/23</u>
Director of Human Resources	Date
	<u>1/31/23</u>
Appropriate Vice President	Date
	<u>02-03-2023</u>
President	Date



# SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VII.B.5

Board Meeting Date: Feb. 9, 2023

### BOARD COMMITTEE

- Policy
- Finance
- Architectural
- Other

### FUNDING

- Operating
- College Capital
- Protection, Health and Safety
- Grant Funded
- Student Life
- Special Levies

### PROPOSAL SUMMARY

Move to appoint Ashley McCray as the PATH Project Coordinator in the (WEI) Department, effective February 13, 2023, pending successful completion of a criminal background investigation.

### ESTIMATED COST OR BENEFIT

This is a full-time Grant position, 40 hours per week; with a beginning annual salary of \$55,000 plus benefits. Continued employment is contingent upon receipt of grant funding.

### JUSTIFICATION OF ACTION

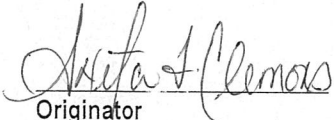
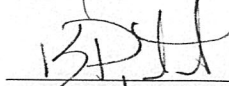
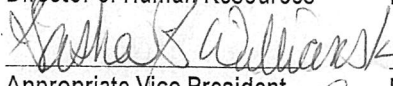
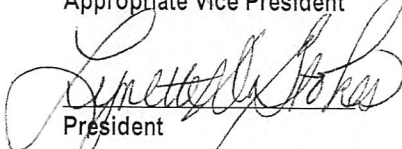
This action support Strategic Direction 3.0; South Suburban College will ensure the financial, physical, technological resources necessary to support educational programs and promote continuous innovation and sustainability.

### MOTION

Move to appoint Ashley McCray as the PATH Project Coordinator in the WEI Department, effective February 13, 2023, pending successful completion of a criminal background investigation.

Approvals:

- \* Are funds available in the budget? Yes
- \* Is this related to any previous Board action? No
- \* Is this part of a large project requiring additional funds? (Explain) No

 Originator	<u>1/30/23</u> Date
 Director of Human Resources	<u>1/30/23</u> Date
 Appropriate Vice President	<u>1/30/23</u> Date
 President	<u>01-31-2023</u> Date



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VII.B.6

Board Meeting Date: February 9, 2023

BOARD COMMITTEE

- Policy
- Finance
- Architectural
- Other

FUNDING

- Operating
- College Capital
- Protection, Health and Safety
- Grant Funded
- Student Life
- Special Levies

PROPOSAL SUMMARY

Request that the Board of Trustees appoint Delorah Mims as a full-time Administrative Assistant II in Enrollment Services, effective February 13, 2023, pending successful completion of a criminal background investigation.

ESTIMATED COST OR BENEFIT

This is a regular full-time position; 35 hours per week, 52 weeks per year, classified Grade IX on the Support Staff Salary Schedule with a beginning annual salary of \$41,805.00 plus benefits.

JUSTIFICATION OF ACTION

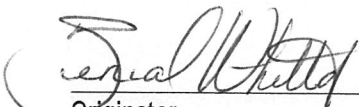
This action aligns with Strategic Direct 2.3; Increase enrollment and improve access and opportunity for Traditional and Non-traditional students.

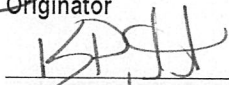
MOTION

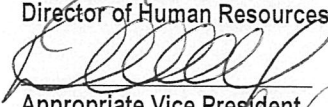
Request that the Board of Trustees appoint Delorah Mims as a full-time Administrative Assistant II in Enrollment Services, effective February 13, 2023, pending successful completion of a criminal background investigation.

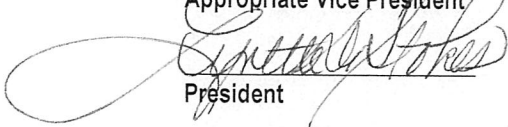
Approvals:

- \* Are funds available in the budget? Yes
- \* Is this related to any previous Board action? No
- \* Is this part of a large project requiring additional funds? (Explain) NA

  
 Originator 2/1/23  
 Date

  
 Director of Human Resources 1/31/23  
 Date

  
 Appropriate Vice President 1/31/23  
 Date

  
 President 01-31-2023  
 Date



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VII.C.1

Board Meeting Date: February 9, 2023

BOARD COMMITTEE

FUNDING

- Policy
- Finance
- Architectural
- Other

- Operating
- College Capital
- Protection, Health and Safety

- Grant Funded
- Student Life
- Special Levies

PROPOSAL SUMMARY

Request that the Board of Trustees move to grant tenure to non-tenured for the 2023-2024 academic year.

ESTIMATED COST OR BENEFIT

Based upon the continuing placement on the faculty salary schedule.

JUSTIFICATION OF ACTION

The following faculty members have been evaluated in accordance with the procedures outlined in the Faculty Association Agreement and are being recommended for tenure: **Dr. Sandra Karim (Nursing), Pamela Planera (Art & Design), and Becky Walters (Legal Studies)**. This action will assist in providing credit courses and associate degree programs for an academically prepared student body. (Strategic Direction #1 – Nurture and empower each student to succeed, Goal 1.1).

MOTION

Move that the Board of Trustees grant tenure to the following faculty members: **Dr. Sandra Karim (Nursing), Pamela Planera (Art & Design), and Becky Walters (Legal Studies)**.

Approvals:

- \* Are funds available in the budget? Yes
- \* Is this related to any previous Board action? No
- \* Is this part of a large project requiring additional funds? (Explain) No

[Signature] 1/30/23  
 Director of Human Resources Date

[Signature] 1/30/23  
 Appropriate Vice President Date

[Signature] 01-31-2023  
 President Date





# South Suburban College

## Dean of Nursing

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### MEMORANDUM

**TO:** Dr. Tasha Williams, Vice President of Academic Services  
**FROM:** Dr. Linda Brown-Aldridge, DNP, RN  
**Date:** January 27, 2023  
**SUBJECT:** Tenure Recommendation for Sandra Karim, DNP, RN

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The Tenure Committee, Runchi Jairath, Jamie Welling, and Linda Brown-Aldridge discussed and agreed, in accordance with contractual obligations outlined in Section 9.4, 9.5, 9.6 and 9.12 of the agreement between South Suburban College and South Suburban College Faculty Association. This is the third year of the three-year tenure process for Dr. S. Karim. During this discussion, the committee reviewed students, faculty, and administrator's evaluations. Below is a summary of Dr. Karim's teaching effectiveness, outreach to students, and contributions to the nursing department and college, and professional development.

#### Teaching Effectiveness:

Dr. Karim was observed in the classroom, clinical, and laboratory setting. She has taught theory in multiple Maternal-Child and transition to practice courses in the Associate Degree in Nursing curriculum. She has taught both the theory didactic and clinical sections in Maternal-Child and Transition to practice nursing courses. Her effectiveness and classroom success has been consistent with an experienced educator. She uses multiple teaching strategies in her presentation of the materials and engagement of the students. She uses her clinical nursing experiences to assist the students in applying the didactic materials to the clinical practicum. She reviews the item analysis and standardized exams analysis to guide her in revising the overall content and presentation of the curriculum. She works to remediate all the students in her courses that are at risk or do not demonstrate a minimum competency in the course materials. Her dedication to the students has contributed significantly to the success of our students on NCLEX over the past three years.

#### Outreach to Students:

The tenure committee concluded that Dr. Karim makes herself available to the students, she is actively involved in mentoring students, providing remediation for students that are at risk and is available for students during her office hours. Dr. Karim works to establish a professional rapport with the students to assist in their professional development.

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**INTEROFFICE MEMORANDUM**

**To:** Vice President Tasha Williams  
**From:** Anna M. Helwig Ph.D.  
**Date:** January 24<sup>th</sup>, 2023  
**Subject:** Tenure Recommendation-Pamela Planera

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The tenure evaluation committee for Pamela Planera (consisting of Anna Helwig, Eric Tucker, G.A.Griffith) recommends Ms. Planera be granted tenure. The committee has met in accordance with contractual obligations outlined in Section 9.3, 9.4, 9.5 and 9.12 of the agreement with South Suburban College and South Suburban College Faculty Association. This is the final year of the three-year tenure process for Pamela.

Over the course of three years, the tenure evaluation committee members have reviewed student evaluations, self-evaluation and course syllabi and materials. Committee members made classroom visitations, submitted written evaluations and discussed their observations with Ms. Planera. The tenure evaluation committee also reviewed her teaching portfolio on an annual basis. She has successfully completed all aspects of the evaluation process as outlined in the contract. She has demonstrated professional improvement throughout the process as well as dedication to the Art & Design department and the overall college community.

It is our recommendation that Pamela Planera be granted tenure beginning with the 2023-2024 academic year.

*Anna M. Helwig*

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Anna M. Helwig-Dean

*Eric Tucker*

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Eric Tucker

*G.A. Griffith*

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G.A. Griffith

c.c. Tenure Evaluation Committee Members  
Megan Tabag  
G.A. Griffith



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**INTEROFFICE MEMORANDUM**

**To:** Vice President Tasha Williams  
**From:** Anna M. Helwig Ph.D.  
**Date:** January 30<sup>th</sup>, 2023  
**Subject:** Tenure Recommendation-Becky Walters

---

The tenure evaluation committee for Pamela Planera (consisting of Anna Helwig, LaTherese Cooke, G.A.Griffith) recommends Ms. Walters be granted tenure. The committee has met in accordance with contractual obligations outlined in Section 9.3, 9.4, 9.5 and 9.12 of the agreement with South Suburban College and South Suburban College Faculty Association. This is the final year of the three-year tenure process for Pamela.

Over the course of three years, the tenure evaluation committee members have reviewed student evaluations, self-evaluation and course syllabi and materials. Committee members made classroom visitations, submitted written evaluations and discussed their observations with Ms. Walters. The tenure evaluation committee also reviewed her teaching portfolio on an annual basis. She has successfully completed all aspects of the evaluation process as outlined in the contract. She demonstrates excellence both in and out of the classroom as she serves her students, the Legal Studies programs and her colleagues. Ms. Walters has developed numerous opportunities for Legal Studies students and the larger college community.

It is our recommendation that Becky Walters be granted tenure beginning with the 2023-2024 academic year.

*Anna M. Helwig*

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Anna M. Helwig-Dean

*LaTherese Cooke*

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LaTherese Cooke

*G.A. Griffith*

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G.A. Griffith

c.c. Tenure Evaluation Committee Members  
Becky Walters





# SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VII.D.1

Board Meeting Date: February 9, 2023

### BOARD COMMITTEE

- Policy
- Finance
- Architectural
- Other

### FUNDING

- Operating
- College Capital
- Protection, Health and Safety
- Grant Funded
- Student Life
- Special Levies

### PROPOSAL SUMMARY

Request that the Board of Trustees move to reappoint non-tenured faculty the 2023-2024 academic year.

### ESTIMATED COST OR BENEFIT

Based upon the continuing placement on the faculty salary schedule.

### JUSTIFICATION OF ACTION

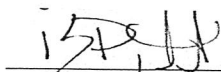
The following faculty members have been evaluated in accordance with the procedures outlined in the Faculty Association Agreement and are being recommended for reappointment: **Lucus Gunby (Barbering), Dr. Ginah Haynes (Nursing), Antoinett Lane (Social & Behavioral Sciences), Dr. Deborah Padgett (Nursing) and Ian Sharping (Legal Studies)**. This action will assist in providing credit courses and associate degree programs for an academically prepared student body. (Strategic Direction #1 – Nurture and empower each student to succeed, Goal 1.1).

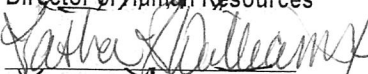
### MOTION

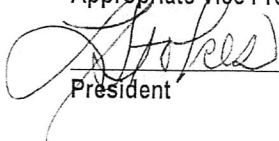
Move that the Board of Trustees reappoint the following faculty members: **Lucus Gunby (Barbering), Dr. Ginah Haynes (Nursing), Antoinett Lane (Social & Behavioral Sciences), Dr. Deborah Padgett (Nursing) and Ian Sharping (Legal Studies)**.

Approvals:

- \* Are funds available in the budget? Yes
- \* Is this related to any previous Board action? No
- \* Is this part of a large project requiring No additional funds? (Explain)

  
 Director of Human Resources      1/30/23  
 Date

  
 Appropriate Vice President      1/30/23  
 Date

  
 President      1-31-2023  
 Date



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**Office of the Dean of Liberal Arts and Sciences**

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**INTEROFFICE MEMORANDUM**

**To:** Vice President Tasha Williams  
**From:** Anna M. Helwig Ph.D.  
**Date:** January 30<sup>th</sup>, 2023  
**Subject:** Tenure Process Recommendation-Lucas Gunby

---

The tenure evaluation committee for Lucas Gunby (consisting of Anna Helwig, Christine Calhoun, Rich Evans, La'Taria Overstreet) recommends Mr. Gunby be rehired for the next academic year. The committee has met in accordance with contractual obligations outlined in Section 9.3, 9.4, 9.5 and 9.12 of the agreement with South Suburban College and South Suburban College Faculty Association. This is the second year of the three-year tenure process for Lucas.

The tenure evaluation committee members have reviewed student evaluations, self-evaluation and course syllabi and materials. Committee members made classroom visitations, submitted written evaluations and discussed their observations with Mr. Gunby. The tenure evaluation committee also reviewed her teaching portfolio. He has successfully completed all aspects of the evaluation process as outlined in the contract. He demonstrates strong interaction with the students and overall contributions to the college community. He also demonstrated a willingness to incorporate committee recommendations related to program management and general professionalism.

It is our recommendation that Lucas Gunby be rehired for the 2023-2024 academic year.

*Anna M. Helwig*

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Anna M. Helwig-Dean

*Christine Calhoun*

Christine Calhoun

*Richard Evans*

Richard Evans

*La'Taria Overstreet*

La'Taria Overstreet

c.c. Tenure Evaluation Committee Members  
Lucas Gunby  
G.A. Griffith



**South Suburban College**  
**Department of Nursing**

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**INTEROFFICE MEMORANDUM**

**To:** Tasha S. Williams, Ed.D.  
**From:** Linda Brown-Aldridge, DNP, RN.  
**Date:** January 27, 2023  
**Subject:** Faculty Rehire-Dr. Ginah Haynes

---

The following represents the second-year faculty member evaluation for Dr. Ginah Haynes. This is based on information compiled from professional classroom observation, student evaluations, and other relevant data submitted.

Dr. Haynes is a dedicated teacher and keeps the students engaged. She uses many teaching strategies, modern classroom techniques and technology to facilitate the student learning. Feedback from students has been favorable and express that they are challenged in her class.

Dr. Haynes makes herself available to the students and is involved in providing resources for their success. She maintains office hours, and she also has allowed students to use technology to facilitate meeting with students and provide remediation for the students who request further assistance. Dr. Haynes has volunteered to assume the role of faculty liaison for National Student Nurses Association (NSNA) chapter at SSC.

Dr. Haynes attends the faculty meetings and contributes to the discussion. Dr. Haynes is still finalizing her tenure project focus to contribute to South Suburban College.

I am pleased with her progress and agree that she is an asset to the nursing department. Therefore, it is the recommendation that Dr. Ginah Haynes be rehired for the 2023-2024 academic year.

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Tenure committee

Tenure committee

*Linda Brown-Aldridge, DNP, RN*

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Linda Brown-Aldridge, DNP, RN.  
Dean of Nursing



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**INTEROFFICE MEMORANDUM**

**To:** Vice President Tasha Williams  
**From:** Anna M. Helwig Ph.D.  
**Date:** January 30<sup>th</sup>, 2023  
**Subject:** Tenure Process Recommendation-Antoinett Lane

---

The tenure evaluation committee for Antoinett Lane (consisting of Anna Helwig, Naketa Young, Lakesha Jefferson, Megan Tabag) recommends Ms. Lane be rehired for the next academic year. The committee has met in accordance with contractual obligations outlined in Section 9.3, 9.4, 9.5 and 9.12 of the agreement with South Suburban College and South Suburban College Faculty Association. This is the first year of the three-year tenure process for Antoinett.

The tenure evaluation committee members have reviewed student evaluations, self-evaluation and course syllabi and materials. Committee members made classroom visitations, submitted written evaluations and discussed their observations with Ms. Lane. The tenure evaluation committee also reviewed her teaching portfolio. She has successfully completed all aspects of the evaluation process as outlined in the contract. She has demonstrated a focus on student-centered teaching and a commitment to contributing to the overall college community. She also demonstrated a willingness to incorporate committee recommendations for minor improvements in teaching and general professionalism.

It is our recommendation that Antoinett Lane be rehired for the 2023-2024 academic year.

*Anna M. Helwig*

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Anna M. Helwig-Dean

*Naketa Young*

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Naketa Young

*Lakesha Jefferson*

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Lakesha Jefferson

*Megan Tabag*

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Megan Tabag

c.c. Tenure Evaluation Committee Members  
Antoinett Lane  
G.A. Griffith



**South Suburban College**  
**Department of Nursing**

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**INTEROFFICE MEMORANDUM**

**To:** Tasha S. Williams, Ed.D.  
**From:** Linda Brown-Aldridge, DNP, RN.  
**Date:** January 27, 2023  
**Subject:** Faculty Rehire-Dr. Deborah Padgett

---

The following represents the first-year faculty member evaluation for Dr. Deborah Padgett. This is based on information compiled from professional classroom observation, student evaluations, and other relevant data submitted.

Dr. Padgett is a dedicated teacher and works to keep students engaged in the course materials. She uses various teaching strategies, modern classroom techniques and technology to facilitate the student learning. Feedback from students has been favorable and express that they are challenged by her in class and in the clinical setting.

Dr. Padgett makes herself available to the students and is involved in providing hands on teaching and resources for their success. She maintains office hours, and she also has allowed students to use technology to facilitate communication with students.

Dr. Padgett attends the faculty meetings and contributes to the discussion. Dr. Padgett is exploring some possible student focused projects to contribute to South Suburban College Department of Nursing.

I am pleased with her progress and agree that she is an asset to the nursing department. Therefore, it is the recommendation that Dr. Deborah Padgett be rehired for the 2023-2024 academic year.

*James Simpson*

Tenure committee

*Keith G. Bell*

Tenure committee

*Linda Brown-Aldridge, DNP, RN*

Linda Brown-Aldridge, DNP, RN.  
Dean of Nursing

lbrown@ssc.edu 708-225-5840

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**Office of the Dean of Liberal Arts and Sciences**

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**INTEROFFICE MEMORANDUM**

**To:** Vice President Tasha Williams  
**From:** Anna M. Helwig Ph.D.  
**Date:** January 30<sup>th</sup>, 2023  
**Subject:** Tenure Process Recommendation-Ian Sharping

---

The tenure evaluation committee for Ian Sharping (consisting of Anna Helwig, Naketa Young, LaTherese Cooke, Jamie Welling) recommends Mr. Sharping be rehired for the next academic year. The committee has met in accordance with contractual obligations outlined in Section 9.3, 9.4, 9.5 and 9.12 of the agreement with South Suburban College and South Suburban College Faculty Association. This is the first year of the three-year tenure process for Ian.

The tenure evaluation committee members have reviewed student evaluations, self-evaluation and course syllabi and materials. Committee members made classroom visitations, submitted written evaluations and discussed their observations with Mr. Sharping. The tenure evaluation committee also reviewed her teaching portfolio. He recognized his own opportunities for improvement and has already taken steps to address some of those areas and expressed a willingness to incorporate other committee recommendations.

It is our recommendation that Ian Sharping be rehired for the 2023-2024 academic year.

*Anna M. Helwig*

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Anna M. Helwig-Dean

*Naketa Young*

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Naketa Young

*LaTherese Cooke*

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LaTherese Cooke

*Jamie D. Welling*

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Jamie Welling

c.c. Tenure Evaluation Committee Members  
Ian Sharping  
G.A. Griffith



**SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST**

ITEM: FY23-VII.E.1

Board Meeting Date: February 9, 2023

**BOARD COMMITTEE**

**FUNDING**

<input type="checkbox"/> Policy	<input checked="" type="checkbox"/> Operating	<input type="checkbox"/> Grant Funded
<input type="checkbox"/> Finance	<input type="checkbox"/> College Capital	<input type="checkbox"/> Student Life
<input type="checkbox"/> Architectural	<input type="checkbox"/> Protection, Health and	<input type="checkbox"/> Special Levies
<input type="checkbox"/> Other	<input type="checkbox"/> Safety	

**PROPOSAL SUMMARY**

Move that the Board of Trustees reappoint the attached list of Administrative staff for fiscal year 2024.

**ESTIMATED COST OR BENEFIT**

N/A

**JUSTIFICATION OF ACTION**

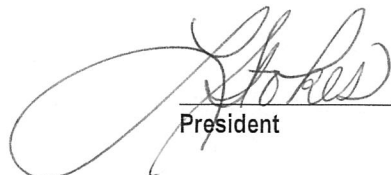
Each year, the Board of Trustees considers reappointments of Administrative staff. The list of Administrative staff for fiscal year 2024 is attached. This action supports Strategic Direction 2, SSC 2.1 and will assist in the effort to provide credit courses and associate degree programs for an academically prepared student body. In addition, this action supports our mission, vision and core values.

**MOTION**

Move that the Board of Trustees reappoint the attached list of Administrative staff for fiscal year 2024.

Approvals:

- \* Are funds available in the budget?
- \* Is this related to any previous Board action?
- \* Is this part of a large project requiring additional funds? (Explain)

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Date



## Administrative Staff

### Name

Deborah Baness King  
Matthew Beasland  
Linda Brown Aldridge  
Shirley Drewenski  
Anna Helwig  
Tyhani Hill  
Anissa Jones  
Tiffane Jones  
Ronald Kawanna  
Lisa Miller  
Zanetta Miller  
Justin Papp  
Kim Pigatti  
Devon Powell  
Kevin Riordan  
Patrick Rush  
Steve Ruzich  
Avianca Taylor  
Tenial Whitted  
Ramonde Williams  
Tasha Williams

### Position

Vice President of Student & Enrollment Services  
Executive Director of Extension Services & Workforce Development  
Dean of Nursing  
Director of Continuing, Corporate, & Community Education  
Dean of Liberal Arts & Sciences  
Treasurer  
Dean of Student Development  
Director of Recruitment & Retention Services  
Associate Vice President of Accreditation & Institutional Effectiveness  
Director of Teaching, Learning and Distance Education  
Executive Director of Public Relations & Resource Development  
Director of Physical Plant  
Director of Human Resources  
Dean of Student Services  
Director of Institutional Research  
Vice President of Administration  
Athletic Director  
Director of Financial Aid  
Director of Registration & Records  
Chief of Police  
Vice President of Academic Services





## **ADMINISTRATOR AGREEMENT** **VICE-PRESIDENT/TREASURER**

**THIS AGREEMENT**, made this 1<sup>st</sup> day of July, 2023, by and between the BOARD OF SOUTH SUBURBAN COLLEGE DISTRICT NO. 510, COOK COUNTY, ILLINOIS (hereinafter the “BOARD” or the “COLLEGE”), and **«First Name» «Last Name»** (hereinafter “ADMINISTRATOR”), has been approved by an action taken at the meeting of the BOARD, MONTH XX, 2022.

### **WITNESSETH:**

**WHEREAS**, the BOARD desires to contract for retaining the services of ADMINISTRATOR in the position of **«Title»** or in any other position as the BOARD may so assign, and ADMINISTRATOR desires to offer such services to the BOARD;

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES**, it is agreed by and between the BOARD and ADMINISTRATOR as follows:

1. **TERM OF AGREEMENT** – The term of this Agreement is from July 1, 2023 to June 30, 2024, both dates inclusive, unless sooner terminated as provided herein in section 16. There is neither an assurance to nor a presumption by ADMINISTRATOR that there will be continued contractual employment or that this agreement will be renewed from year to year after its expiration on June 30, 2024.
2. **QUALIFICATIONS** – ADMINISTRATOR has represented that ADMINISTRATOR is qualified to hold the position of Administrator, or any other similar position as may be assigned by the BOARD. It is understood between the parties that all representations, both explicit and implicit, regarding qualifications made by ADMINISTRATOR have been relied upon by the BOARD in the formation of this Agreement and are a material basis for the formation of this Agreement.

3. **PROBATIONARY PERIOD** – All new ADMINISTRATOR shall be considered probationary employees until they complete a probationary period of six (6) months. During this six (6) month probationary period, any wage increases approved by the Board of Trustees shall not be applied to ADMINISTRATOR salary. Upon completion of the six (6) month probationary period, the previous approved salary increases shall be applied for all future compensation and shall not be retroactively applied to any period during the probationary period.

The probationary period provided for herein shall apply for both new hires to the College and new positions into which previously employed College employees are placed.

4. **POWERS AND DUTIES** – ADMINISTRATOR shall be responsible for the following:
- a. Aiding the assigned supervisor, or any other supervisor as may be assigned;
  - b. Performing all assigned job functions, as well as any additional or other functions necessary for the position of Administrator or as determined by the BOARD.
  - c. Meeting regularly with teachers, department chairs and other administrators to develop program goals in order to meet program mandates and to evaluate program success;
  - d. Attending meetings of the BOARD as needed; and,
  - e. Completing other responsibilities as required or assigned by the BOARD.

5. **COMPENSATION** – ADMINISTRATOR’S annual salary is \$«Salary» effective July 1, 2023. In consideration of the above said annual base salary, it is expected that ADMINISTRATOR will be on the premises of the COLLEGE<sup>1</sup> during normal working hours and devote at least forty (40) hours per week of time, skill, labor and attention to the tasks assigned or those tasks that may become necessary in the course of ADMINISTRATOR’S duties during the term of this Agreement, in order to faithfully perform the duties of ADMINISTARTOR’S position, or any other duties as may be assigned by the BOARD. Unless otherwise agreed by the BOARD and ADMINISTRATOR, said salary shall be paid in equal installments, less such amounts as provided for in this Agreement, and other amounts required by law. The BOARD and

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<sup>1</sup> This shall be understood to include remote work or work from home in the event of a governmental order requiring closure of the College campus.

ADMINISTRATOR may enter into subsequent agreements or extensions of this Agreement for additional periods of time, if mutually agreed by both parties in writing. There are no presumptions or assurances by the BOARD or ADMINISTRATOR that this contract will be extended or renewed at the end of the contract term.

6. **EVALUATION** – Prior to January 15<sup>th</sup> of each year, ADMINISTRATOR’S assigned supervisor, or any other supervisor as may be assigned by the BOARD, will evaluate ADMINISTRATOR’S performance in writing and meet with ADMINISTRATOR to discuss the same.
7. **TERMINATION** – This employment contract may be terminated prior to its expiration by:
  - a. Mutual agreement;
  - b. Permanent disability;
  - c. Death;
  - d. Retirement; or,
  - e. Cause.

The BOARD may terminate this contract for reasons of permanent disability or incapacity at any time after ADMINISTRATOR has exhausted the accumulated medical leave days or presents to the BOARD a physician’s statement certifying that ADMINISTRATOR is permanently disabled or incapacitated. All obligations of the BOARD shall cease upon written notice of termination for permanent disability or incapacity. The BOARD reserves the right to require ADMINISTRATOR to submit to a medical examination, either physical or mental, whenever the BOARD has reasonable cause to believe that ADMINISTRATOR is disabled or unable to perform the essential functions of the position. A physician licensed to practice medicine in Illinois and mutually agreed upon by the parties shall perform such examination. Throughout the term of this Agreement, ADMINISTRATOR shall be subject to discharge for cause.

8. **VACATION DAYS**– ADMINISTRATOR shall be entitled each year to a paid vacation of fifteen (15) days (0-4 YRS SERVICE) and twenty (20) days (5+ YRS SERVICE), exclusive of legal school holidays

provided that ADMINISTRATOR'S current supervisor pre-approves all such vacation days in writing. Vacation days may be taken by ADMINISTRATOR only in half-day or full-day increments, and in no event may ADMINISTRATOR take less than a half-day of vacation. Except in the case of retirement as set forth below, vacation days earned and accumulated in excess of thirty (30) days that are not taken by January 15<sup>th</sup> are forfeited. In the event that ADMINISTRATOR provides a letter of intent to the COLLEGE'S Office of Human Resources stating an intent to retire under SURS within the next five years, ADMINISTRATOR may accrue fifty-six (56) days of vacation.

9. **PERSONAL DAYS** – ADMINISTRATOR shall also be entitled to three (3) personal days each year, provided that ADMINISTRATOR'S current supervisor pre-approves all such personal days in writing. Personal days may be taken by ADMINISTRATOR only in half-day or full-day increments, and in no event may ADMINISTRATOR take less than half a personal day. ADMINISTRATOR may accumulate up to seven (7) personal days. Upon accumulation of seven (7) personal days, all additional personal days are forfeited.
10. **HOLIDAYS** – ADMINISTRATOR is entitled to all paid holidays recognized by the COLLEGE. These paid holidays are: Labor Day, Columbus Day, Veterans Day, Thanksgiving Holiday, Christmas/New Year's Holiday, Martin Luther King, Jr. Day, President's Day, Pulaski Day, Spring Day, Memorial Day, Juneteenth, and July 4<sup>th</sup>.
11. **MEDICAL LEAVE** – ADMINISTRATOR shall also be entitled to receive twelve (12) days of medical leave for each year of employment with the COLLEGE. Medical leave days may be taken by ADMINISTRATOR only in half-day or full-day increments, and in no event may ADMINISTRATOR take less than a half-day of medical leave. After completion of one (1) year of employment, ADMINISTRATOR may accumulate medical leave up to the maximum allowed by the State Universities Retirement System ("SURS").
12. **FLEX DOLLARS BENEFITS** – ADMINISTRATOR is entitled to **FLEXIBLE BENEFIT** dollars (\$xx,xxx) per year for payment of medical, dental, vision, and life insurance premiums. Any amount in

excess of **FLEXIBLE BENEFIT** dollars shall be paid by ADMINISTRATOR. If ADMINISTRATOR does not use the entire **FLEXIBLE BENEFIT** dollars, the remaining balance will be paid to ADMINISTRATOR by direct payment no later than June 30 of the contract year.

13. **OTHER BENEFITS AND LEAVE** – ADMINISTRATOR shall be additionally entitled to the following benefits and/or leaves:

- a. Up to five (5) days paid bereavement leave for the death of a spouse, a biological, adopted, foster or step child, stillbirth, miscarriage, unsuccessful reproductive procedure, a failed adoption match or an adoption that is not finalized because it is contested, a failed surrogacy agreement, or a diagnosis that negatively impacts pregnancy or fertility. Leave shall not be taken in less than half-day increments. An additional five (5) days unpaid leave may be taken according to the Family Bereavement Leave Act.
- b. Up to three (3) days paid bereavement leave for the death of any other family member, which includes parents, grandparents, grandchildren, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse's grandparents, or any family member living in his/her household and shall not be taken in less than half-day increments. An additional seven (7) days unpaid leave may be taken according to the Family Bereavement Leave Act.
- c. Payment for all days absent as a result of jury duty service or being subpoenaed as a witness upon the presentation of proper documentation to the ADMINISTRATOR'S current supervisor;
- d. Unpaid leave for up to one (1) year for educational improvement, personal hardship, or family medical responsibilities upon receipt of an approval from ADMINISTRATOR'S current supervisor and the BOARD.

14. **TUITION WAIVERS AND REIMBURSEMENT** – As a full time Administrator, ADMINISTRATOR is entitled to waivers of all tuition for classes offered at the COLLEGE. Waivers of tuition for COLLEGE classes are available only to ADMINISTRATOR, ADMINISTRATOR'S spouse and

ADMINISTRATOR'S un-emancipated children up to the age of 26. Upon completion of one (1) year of employment with the COLLEGE, ADMINISTRATOR will be entitled to up to a Two Thousand Five Hundred Dollars (\$2,500.00) per year reimbursement for undergraduate and graduate classes completed with a grade of "C" or better that are job related and that have been pre-approved by ADMINISTRATOR'S current supervisor. Reimbursement will not be provided for courses that are repeated. If ADMINISTRATOR resigns from the COLLEGE within one (1) year of the reimbursement, ADMINISTRATOR must return all tuition reimbursements to the COLLEGE.

15. **STATE UNIVERSITIES RETIREMENT SYSTEM** – ADMINISTRATOR may be eligible for SURS retirement benefits, if ADMINISTRATOR meets the minimum requirements established by the State Universities Retirement System (SURS). ADMINISTRATOR shall be entitled to all retirement benefits as stated in Article XIII of the Agreement between the BOARD and the South Suburban College Faculty Association. As set forth in the Agreement between the BOARD and the South Suburban College Faculty Association, notice shall be provided by October 1<sup>st</sup> for retirement at the conclusion of the academic year **OR** by July 15<sup>th</sup> for retirement at the conclusion of the calendar year. The BOARD shall pay all required contributions to SURS for the VICE PRESIDENTS and TREASURER of the COLLEGE, limited however to the base salary. Upon retirement, the BOARD shall pay up to fifty-six (56) days of accumulated vacation days.

16. **SEPARATION** – If, at any time, the COLLEGE does not intend to continue its employment of ADMINISTRATOR, ADMINISTRATOR shall receive at least four (4) months' notice of that intent or shall remain employed by the COLLEGE until June 30, whichever time period is longer. These provisions do not apply should the BOARD discharge ADMINISTRATOR for cause. Upon separation from the COLLEGE, all unused vacation days, up to a maximum of thirty (30) days, shall be paid by the COLLEGE.

17. **NOTICE** – Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first-class mail, or certified mail, postage prepaid, addressed:

If to the COLLEGE, to: Lynette D. Stokes, Ed.D., President  
SOUTH SUBURBAN COLLEGE, DISTRICT #510  
15800 South State Street  
South Holland, Illinois 60473

Cc: Mr. Stanley T. Kusper, Jr.  
KUSPER & RAUCCI CHARTERED  
30 North LaSalle Street  
Chicago, Illinois 60602

If to ADMINISTRATOR: «Full\_Name»  
«Address»  
«City», «State» «Zip»

or to the last address of ADMINISTRATOR contained in official Business Office records.

18. **JURISDICTION** – This Agreement shall be interpreted, construed and governed by and under the laws of the State of Illinois, and ADMINISTRATOR unconditionally submits to the resolution of all disputes before the Circuit Court of Cook County.

19. **ENTIRE AGREEMENT** – This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and there are no understandings, representations or warranties of any kind between the parties except those expressly set forth herein.

20. **AMENDMENTS** – This Agreement may not be modified except by writing approved by the BOARD and ADMINISTRATOR and duly signed by both parties.

**SOUTH SUBURBAN COLLEGE**

**DISTRICT #510**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TERRY R. WELLS  
CHAIRMAN

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

JANET M. ROGERS  
SECRETARY

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## **ADMINISTRATOR AGREEMENT** **ACADEMIC DEANS/DIRECTORS**

**THIS AGREEMENT**, made this 1<sup>st</sup> day of July, 2023, by and between the BOARD OF SOUTH SUBURBAN COLLEGE DISTRICT NO. 510, COOK COUNTY, ILLINOIS (hereinafter the “BOARD” or the “COLLEGE”), and **«First Name» «Last Name»** (hereinafter “ADMINISTRATOR”), has been approved by an action taken at the meeting of the BOARD held MONTH XX, 2023.

### **WITNESSETH:**

**WHEREAS**, the BOARD desires to contract for retaining the services of ADMINISTRATOR, in the position of **«Title»**, or in any other position as the BOARD may so assign, and ADMINISTRATOR desires to offer such services to the BOARD;

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES**, it is agreed by and between the BOARD and ADMINISTRATOR as follows:

1. **TERM OF AGREEMENT** – The term of this Agreement is from July 1, 2023 to June 30, 2024, both dates inclusive, unless sooner terminated as provided herein in section 15. There is neither an assurance to nor a presumption by ADMINISTRATOR that there will be continued contractual employment or that this contract will be renewed from year to year after its expiration on June 30, 2024.
2. **QUALIFICATIONS** – ADMINISTRATOR has represented that ADMINISTRATOR is qualified to hold the position of Administrator, or any other similar position as may be assigned by the BOARD. It is understood between the parties that all representations, both explicit and implicit, regarding qualifications made by ADMINISTRATOR have been relied upon by the BOARD in the formation of this Agreement and are a material basis for the formation of this Agreement.

3. **PROBATIONARY PERIOD** – All new ADMINISTRATOR shall be considered probationary employees until they complete a probationary period of six (6) months. During this six (6) month probationary period, any wage increases approved by the Board of Trustees shall not be applied to ADMINISTRATOR salary. Upon completion of the six (6) month probationary period, the previous approved salary increases shall be applied for all future compensation and shall not be retroactively applied to any period during the probationary period.

The probationary period provided for herein shall apply for both new hires to the College and new positions into which previously employed College employees are placed.

4. **POWERS AND DUTIES** – ADMINISTRATOR shall be responsible for the following:
- a. Aiding the assigned supervisor, or any other supervisor as may be assigned;
  - b. Performing all assigned job functions, as well as any additional or other functions necessary for the position of Administrator or as determined by the BOARD;
  - c. Meeting regularly with teachers, department chairs and other Administrators to develop program goals in order to meet program mandates and to evaluate program success;
  - d. Attending meetings of the BOARD as needed; and,
  - e. Completing other responsibilities as required or assigned by the BOARD.

5. **COMPENSATION** – ADMINISTRATOR’S annual salary is \$«Salary» effective July 1, 2023. In consideration of the above said annual base salary, it is expected that ADMINISTRATOR will be on the premises of the COLLEGE<sup>1</sup> during normal working hours and devote at least forty (40) hours per week of time, skill, labor and attention to the tasks assigned or those tasks that may become necessary in the course of ADMINISTRATOR’S duties during the term of this Agreement, in order to faithfully perform the duties of ADMINISTRATOR’S position, or any other duties as may be assigned by the BOARD. Unless otherwise agreed by the BOARD and ADMINISTRATOR, said salary shall be paid in equal installments, less such amounts as provided for in this Agreement, and other amounts required by law. The BOARD and

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<sup>1</sup> This shall be understood to include remote work or work from home in the event of a governmental order requiring closure of the College campus.

ADMINISTRATOR may enter into subsequent agreements or extensions of this Agreement for additional periods of time, if mutually agreed by both parties in writing. There are no presumptions or assurances by the BOARD or ADMINISTRATOR that this contract will be extended or renewed at the end of the contract term.

6. **EVALUATION** – Prior to January 15<sup>th</sup> of each year, ADMINISTRATOR’S assigned supervisor, or any other supervisor as may be assigned by the BOARD, will evaluate ADMINISTRATOR’S performance in writing and meet with ADMINISTRATOR to discuss the same.
7. **TERMINATION** – This employment contract may be terminated prior to its expiration by:
  - a. Mutual agreement;
  - b. Permanent disability;
  - c. Death;
  - d. Retirement; or,
  - e. Cause.

The BOARD may terminate this contract for reasons of permanent disability or incapacity at any time after ADMINISTRATOR has exhausted the accumulated medical leave days or presents to the BOARD a physician’s statement certifying that ADMINISTRATOR is permanently disabled or incapacitated. All obligations of the BOARD shall cease upon written notice of termination for permanent disability or incapacity. The BOARD reserves the right to require ADMINISTRATOR to submit to a medical examination, either physical or mental, whenever the BOARD has reasonable cause to believe that ADMINISTRATOR is disabled or unable to perform the essential functions of the position. A physician licensed to practice medicine in Illinois and mutually agreed upon by the parties shall perform such examination. Throughout the term of this Agreement, ADMINISTRATOR shall be subject to discharge for cause.

8. **VACATION DAYS** – ADMINISTRATOR shall be entitled each year to a paid vacation of fifteen (15) days (0-4 YRS SERVICE)/twenty (20) days (5+ YRS SERVICE), exclusive of legal school holidays provided that ADMINISTRATOR’S current supervisor pre-approves all such vacation days in writing.

Vacation days may be taken by ADMINISTRATOR only in half-day or full-day increments, and in no event may ADMINISTRATOR take less than a half-day of vacation. Except in the case of retirement as set forth below, vacation days earned and accumulated in excess of thirty (30) days that are not taken by January 15<sup>th</sup> are forfeited. In the event that ADMINISTRATOR provides a letter of intent to the COLLEGE'S Office of Human Resources stating an intent to retire under SURS within the next five years, ADMINISTRATOR may accrue fifty-six (56) days of vacation.

9. **PERSONAL DAYS** – ADMINISTRATOR shall also be entitled to three (3) personal days each year, provided that ADMINISTRATOR'S current supervisor pre-approves all such personal days in writing. Personal days may be taken by ADMINISTRATOR only in half-day or full-day increments, and in no event may ADMINISTRATOR take less than half a personal day. ADMINISTRATOR may accumulate up to seven (7) personal days. Upon accumulation of seven (7) personal days, all additional personal days are forfeited.
10. **HOLIDAYS** – ADMINISTRATOR is entitled to all paid holidays recognized by the COLLEGE. These paid holidays are: Labor Day, Columbus Day, Veterans Day, Thanksgiving Holiday, Christmas/New Year's Holiday, Martin Luther King, Jr. Day, President's Day, Pulaski Day, Spring Day, Memorial Day, Juneteenth, and July 4<sup>th</sup>.
11. **MEDICAL LEAVE** – ADMINISTRATOR shall also be entitled to receive twelve (12) days of medical leave for each year of employment with the COLLEGE. Medical leave days may be taken by ADMINISTRATOR only in half-day or full-day increments, and in no event may ADMINISTRATOR take less than a half-day of medical leave. After completion of one (1) year of employment, ADMINISTRATOR may accumulate medical leave up to the maximum allowed by the State Universities Retirement System ("SURS").
12. **FLEX DOLLARS BENEFITS** – ADMINISTRATOR is entitled to **FLEXIBLE BENEFIT** dollars (\$xx,xxx) per year of payment of medical, dental, vision and life insurance premiums. Any amount in excess of **FLEXIBLE BENEFIT** dollars shall be paid by ADMINISTRATOR. If ADMINISTRATOR does

not use the entire **FLEXIBLE BENEFIT** dollars, the remaining balance will be paid to ADMINISTRATOR by direct payment no later than June 30 of the contract year.

13. **OTHER BENEFITS AND LEAVE** – ADMINISTRATOR shall be additionally entitled to the following benefits and/or leaves:

- a. Up to five (5) days paid bereavement leave for death of a spouse, a biological, adopted, foster or step child, stillbirth, miscarriage, unsuccessful reproductive procedure, a failed adoption match or an adoption that is not finalized because it is contested, a failed surrogacy agreement, or a diagnosis that negatively impacts pregnancy or fertility. Leave shall not be taken in less than half-day increments. An additional five (5) days unpaid leave may be taken according to the Family Bereavement Leave Act.
- b. Up to three (3) days paid bereavement leave for the death of any other family member, which includes parents, grandparents, grandchildren, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse's grandparents, or any family member living in his/her household and shall not be taken in less than half-day increments. An additional seven (7) days unpaid leave may be taken according to the Family Bereavement Leave Act.
- c. Payment for all days absent as a result of jury duty service or being subpoenaed as a witness upon the presentation of proper documentation to the ADMINISTRATOR'S current supervisor;
- d. Unpaid leave for up to one (1) year for educational improvement, personal hardship, or family medical responsibilities upon receipt of an approval from ADMINISTRATOR'S current supervisor and the BOARD.

14. **TUITION WAIVERS AND REIMBURSEMENT** – As a full time Administrator, ADMINISTRATOR is entitled to waivers of all tuition for classes offered at the COLLEGE. Waivers of tuition for COLLEGE classes are available only to ADMINISTRATOR, ADMINISTRATOR'S spouse and ADMINISTRATOR'S un-emancipated children up to the age of 26. Upon completion of one (1) year of

employment with the COLLEGE, ADMINISTRATOR will be entitled to up to a Two Thousand Five Hundred Dollars (\$2,500.00) per year reimbursement for undergraduate and graduate classes completed with a grade of C or better that are job related and that have been pre-approved by ADMINISTRATOR'S current supervisor. Reimbursement will not be provided for courses that are repeated. If ADMINISTRATOR resigns from the COLLEGE within one (1) year of the reimbursement, ADMINISTRATOR must return all tuition reimbursements to the COLLEGE.

15. **SEPARATION** – If, at any time, the COLLEGE does not intend to continue its employment of ADMINISTRATOR, ADMINISTRATOR shall receive at least four (4) months' notice of that intent or shall remain employed by the COLLEGE, until June 30, whichever time period is longer. These provisions do not apply should the BOARD discharge ADMINISTRATOR for cause.

Upon separation from the COLLEGE, all unused vacation days, up to a maximum of thirty (30) days, shall be paid by the COLLEGE.

16. **STATE UNIVERSITIES RETIREMENT SYSTEM** – ADMINISTRATOR may be eligible for SURS retirement benefits, if ADMINISTRATOR meets the minimum requirements established by the State Universities Retirement System (SURS). ADMINISTRATOR shall be entitled to all retirement benefits as stated in Article XIII of the Agreement between the BOARD and the South Suburban College Faculty Association. As set forth in the Agreement between the BOARD and the South Suburban College Faculty Association, notice shall be provided by October 1<sup>st</sup> for retirement at the conclusion of the academic year **OR** by July 15<sup>th</sup> for retirement at the conclusion of the calendar year. Upon retirement, the BOARD shall pay up to fifty-six (56) days of accumulated vacation days.

17. **NOTICE** – Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first-class main, or certified mail, postage prepaid, addressed:

If to the COLLEGE, to:

Lynette D. Stokes, Ed.D., President

SOUTH SUBURBAN COLLEGE DISTRICT #510

15800 South State Street

South Holland, Illinois 60473

Cc:

Mr. Stanley T. Kusper, Jr.

KUSPER & RAUCCI CHARTERED

30 North LaSalle Street

Chicago, Illinois 60602

If to ADMINISTRATOR:

«Full\_Name»

«Address»

«City», «State» «Zip»

or to the last address of ADMINISTRATOR contained in official Business Office records.

18. **JURISDICTION** – This Agreement shall be interpreted, construed and governed by and under the laws of the State of Illinois, and ADMINISTRATOR unconditionally submits to the resolution of all disputes before the Circuit Court of Cook County.
19. **ENTIRE AGREEMENT** – This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and there are no understandings, representations or warranties of any kind between the parties except those expressly set forth herein.
20. **AMENDMENTS** – This Agreement may not be modified except by writing approved by the BOARD and ADMINISTRATOR and duly signed by both parties.

**SOUTH SUBURBAN COLLEGE**

**DISTRICT #510**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TERRY R. WELLS  
CHAIRMAN

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

JANET M. ROGERS  
SECRETARY

Date: \_\_\_\_\_

Date: \_\_\_\_\_





SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VII.F.1

Board Meeting Date: February 9, 2023

BOARD COMMITTEE

FUNDING

<input type="checkbox"/> Policy	<input checked="" type="checkbox"/> Operating	<input type="checkbox"/> Grant Funded
<input type="checkbox"/> Finance	<input type="checkbox"/> College Capital	<input type="checkbox"/> Student Life
<input type="checkbox"/> Architectural	<input type="checkbox"/> Protection, Health and	<input type="checkbox"/> Special Levies
<input type="checkbox"/> Other	<input type="checkbox"/> Safety	

**PROPOSAL SUMMARY**

Move that the Board of Trustees reappoint the attached list of Technical Professional Exempt (TPE) staff for fiscal year 2024.

**ESTIMATED COST OR BENEFIT**

N/A

**JUSTIFICATION OF ACTION**

Each year, the Board of Trustees considers reappointments of Technical Professional Exempt (TPE) staff. The list of TPE staff for fiscal year 2024 is attached. This action supports Strategic Direction 2, SSC 2.1 and will assist in the effort to provide credit courses and associate degree programs for an academically prepared student body. In addition, this action supports our mission, vision and core values.

**MOTION**

Move that the Board of Trustees reappoint the attached list of Technical Professional Exempt (TPE) staff for fiscal year 2024.

Approvals:

- \* Are funds available in the budget?
- \* Is this related to any previous Board action?
- \* Is this part of a large project requiring additional funds? (Explain)

President

01-31-2023  
Date

## Technical-Professional-Exempt Staff

<u>Name</u>	<u>Position</u>
Jamie Ackley	Manager of Instructional Design
Albert Benney	Sergeant of Campus Police
Peggy Bette	Manager of Business & Accounting
Donna Bradford	C3 Database and Program Compliance Coordinator
Azeal Branch	Executive Assistant to the Vice-President of Student & Enrollment Services
Desmond Campbell	Manager of the SouthWorks Maker Lab
Davina Davis	Manager of Service of Students with Disabilities Office
Gervaise Edwards	Manager of Continuing, Corporate and Community Education
Olivia Evans	Manager of Financial Aid
Kaitlin Ferguson	Manager of Public Relations and Resource Development
Leslie Glenn	Manager of Salon
Christina Gutierrez	Manager of Onboarding & Outreach
Kevin Hickey	Manager of Maintenance & Engineering
Alisia Hill	Manager/Instructor Basic Nurse Assistant Program
Joseph Marjan	Supervisor of Physical Plant Night Operations
Donna Martin	Manager of Network Specialists
James Martin	Manager of Information Technology
Linda Mattox	Manager of Human Resources
Qeauna McDonald	Executive Assistant to the Vice President of Academic Services & Associate Vice President of Accreditation & Institutional Effectiveness
Christin Miller	Executive Assistant to President
Dianalyn Newman	Manager of Nursing Remediation Education
Ramona Orellana	Executive Assistant to Vice-President of Administration
T-Unna Perkins	Manager of Registration & Records
George Pettit	Manager of Communication Services
John Pigatti	Manager of Athletic Recruitment, Retention & Transfer
Williams Radtke	Manager of Academic Assistance Center
Robert Reynolds	Manager of Microcomputers and Help Desk
Michelle Serna	Human Resources Generalist
Rea Szpajer-Alder	Benefits Specialist
Danielle Whitted	Manager of Student Programming
Jason Wroda	Manager of Internal Controls & Compliance



## **TECHNICAL/PROFESSIONAL/EXEMPT AGREEMENT**

**THIS AGREEMENT**, made this 1<sup>st</sup> day of July, 2023, by and between the BOARD OF SOUTH SUBURBAN COLLEGE DISTRICT NO. 510, COOK COUNTY, ILLINOIS (hereinafter the “BOARD” or the “COLLEGE”), and «First Name Last Name» (hereinafter the “TPE”), has been approved by an action taken at the meeting of the BOARD held MONTH XX, 2023.

### **WITNESSETH:**

**WHEREAS**, the BOARD agrees to retain the services of the TPE, in the position of «Title», or in any other position as the BOARD may so assign, and the TPE desires to offer such services to the BOARD;

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES**, it is agreed by and between the BOARD and the TPE as follows:

1. **TERM OF AGREEMENT** – The term of this Agreement is from July 1, 2023 to June 30, 2024, both dates inclusive, unless sooner terminated as provided herein in section 17. There is neither an assurance to nor a presumption by TPE that there will be continued employment or that this agreement will be renewed from year to year after its expiration on June 30, 2024.
2. **QUALIFICATIONS** – The TPE has represented that TPE is qualified to hold the position of TPE, or any other similar position as may be assigned by the BOARD. It is understood between the parties that all representations, both explicit and implicit, regarding qualifications made by TPE have been relied upon by the BOARD in the formation of this Agreement and are a material basis for the formation of this Agreement. In the event it is discovered that TPE has misrepresented the necessary qualifications, this Agreement shall immediately terminate.

3. **PROBATIONARY PERIOD** – All new TPE shall be considered probationary employees until they complete a probationary period of six (6) months. During this six (6) month probationary period, any wage increases approved by the Board of Trustees shall not be applied to TPE salary. Upon completion of the six (6) month probationary period, the previous approved salary increases shall be applied for all future compensation and shall not be retroactively applied to any period during the probationary period.

The probationary period provided for herein shall apply for both new hires to the College and new positions into which previously employed College employees are placed.

4. **POWERS AND DUTIES** – The TPE shall be responsible for the following:

- a. Aiding the assigned supervisor, or any other supervisor as may be assigned;
- b. Performing all assigned job functions, as well as any additional or other functions necessary for the position of the TPE, or as determined by the BOARD;
- c. Meeting regularly with teachers, department chairs, other administrators or any other individuals with whom it is necessary to develop program goals in order to meet program mandates and to evaluate program success;
- d. Attending meetings of the BOARD as needed; and,
- e. Completing other responsibilities as required or assigned by the BOARD or the assigned supervisor.

5. **COMPENSATION** – The TPE’s annual salary is S«Salary» effective July 1, 2023. In consideration of the above said annual base salary, it is expected that TPE will be on the premises of the COLLEGE<sup>1</sup> during normal working hours and devote at least forty (40) hour per week of time, skill, labor and attention to the tasks assigned or those tasks that may become necessary in the course of TPE’S duties during the term of this Agreement, in order to faithfully perform the duties of TPE’S position, or any other duties as may be assigned by the BOARD. Unless otherwise agreed by the BOARD and TPE, said

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<sup>1</sup> This shall be understood to include remote work or work from home in the event of a governmental order requiring closure of the College campus.

salary shall be paid in equal installments, less such amounts as provided for in this Agreement, and other amounts required by law. The BOARD and TPE may enter into subsequent agreements or extensions of this Agreement for additional periods of time, if mutually agreed by both parties in writing. There are no presumptions or assurances by the BOARD or TPE that this agreement will be extended or renewed at the end of the agreement term.

6. **EVALUATION** – Prior to January 15<sup>th</sup> of each year, TPE’S assigned supervisor, or any other supervisor as may be assigned by the BOARD, will evaluate TPE’S performance in writing and meet with TPE to discuss the same.
7. **TERMINATION** – This employment agreement may be terminated prior to its expiration by:
  - a. Mutual agreement;
  - b. Permanent disability;
  - c. Death;
  - d. Retirement; or,
  - e. Cause.

The BOARD may terminate this agreement for reasons of permanent disability or incapacity at any time after TPE has exhausted the accumulated medical leave days or presents to the BOARD a physician’s statement certifying that TPE is permanently disabled or incapacitated. All obligations of the BOARD shall cease upon written notice of termination for permanent disability or incapacity.

The BOARD reserves the right to require TPE to submit to a medical examination, either physical or mental, whenever the BOARD has reasonable cause to believe that TPE is disabled or unable to perform the essential functions of the position. A physician licensed to practice medicine in Illinois and mutually agreed upon by the parties shall perform such examination. Throughout the term of this Agreement, TPE shall be subject to discharge for cause.

8. **VACATION DAYS** – TPE shall be entitled each year to a paid vacation of fifteen (15) days (0-4 YRS SERVICE) and twenty (20) days (5+ YRS SERVICE), exclusive of legal school holidays, provided that TPE’S current supervisor pre-approves all such vacation days in writing. Vacation

days may be taken by TPE only in half-day or full-day increments, and in no event may TPE take less than a half-day of vacation. Except in the case of retirement as set forth below, vacation days earned and accumulated in excess of thirty (30) days that are not taken by January 15<sup>th</sup> are forfeited. In the event that TPE provides a letter of intent to the COLLEGE'S Office of Human Resources stating an intent to retire under SURS within the next five years, TPE may accrue fifty-six (56) days of vacation.

9. **PERSONAL DAYS** – TPE shall be entitled to three (3) personal days each year, provided that TPE'S current supervisor pre-approves all such personal days in writing. Personal days may be taken by TPE only in half-day or full-day increments, and in no event may TPE take less than half a personal day. TPE may accumulate up to five (5) personal days. Upon accumulation of five (5) personal days, all additional personal days are forfeited.
10. **HOLIDAYS** – TPE is entitled to all paid holidays recognized by the COLLEGE. These paid holidays are: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Holiday, Christmas/New Year's Holiday, Martin Luther King, Jr. Day, Presidents' Day, Pulaski Day, Spring Day, Memorial Day, Juneteenth, and July 4<sup>th</sup>.
11. **MEDICAL LEAVE** – TPE shall also be entitled to receive twelve (12) days of medical leave for each year of employment with the COLLEGE. Medical leave days may be taken by TPE only in half-day or full-day increments, and in no event may TPE take less than a half-day of medical leave. After completion of one (1) year of employment, TPE may accumulate medical leave up to the maximum allowed by the State Universities Retirement System ("SURS").
12. **FLEX DOLLARS BENEFITS** – TPE is entitled to **FLEXIBLE BENEFIT** dollars (\$xx,xxx) per year for payment of medical, dental, vision and life insurance premiums. Any amount in excess of **FLEXIBLE BENEFIT** dollars shall be paid by TPE. If TPE does not use the entire **FLEXIBLE BENEFIT** dollars the remaining balance will be paid to TPE by direct payment no later than June 30 of the agreement year.

13. **OTHER BENEFITS AND LEAVE** – TPE shall be additionally entitled to the following benefits and/or leaves:

- a. Up to five (5) days paid bereavement leave for death of a spouse, a biological, adopted, foster or step child, stillbirth, miscarriage, unsuccessful reproductive procedure, a failed adoption match or an adoption that is not finalized because it is contested, a failed surrogacy agreement, or a diagnosis that negatively impacts pregnancy or fertility. Leave shall not be taken in less than half-day increments. An additional five (5) days unpaid leave may be taken according to the Family Bereavement Leave Act.
- b. Up to three (3) days paid bereavement leave for the death of any other family member, which includes parents, grandparents, grandchildren, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse's grandparents, or any family member living in his/her household and shall not be taken in less than half-day increments. An additional seven (7) days unpaid leave may be taken according to the Family Bereavement Leave Act.
- c. Payment for all days absent as a result of jury duty service or being subpoenaed as a witness upon the presentation of proper documentation to the TPE'S current supervisor;
- d. Unpaid leaves of absence for up to one (1) year may be granted for educational improvement, personal hardship, or family medical responsibilities upon receipt of an approval from TPE'S current supervisor and the BOARD.

14. **TUITION WAIVERS** – As a full-time TPE, TPE is entitled to waivers of all tuition for classes offered at the COLLEGE. Waivers of tuition for COLLEGE classes are available only to TPE, TPE'S spouse, and TPE'S un-emancipated children under the age of 26. All TPE staff shall receive a book waiver for required non-consumable textbook(s) for their classes at the COLLEGE. The waiver will be used for textbooks only and the textbooks shall be returned to the bookstore by the last day of

the exam schedule. If the TPE does not return the text books, the full cost shall be deducted from the employee's paycheck.

15. **TUITION REIMBURSEMENT** – Upon completion of one (1) year of employment with the COLLEGE, TPE will be entitled to up to a Two Thousand Dollars (\$2,000.00) per year reimbursement for undergraduate or graduate classes completed with a grade “C” or better that are job related and that have been pre-approved by TPE’S current supervisor and the COLLEGE President. Reimbursement will not be provided for courses that are repeated. TPE shall submit a copy of the paid tuition bill and a transcript showing the final grade within ninety (90) days of the end of the course in order to receive reimbursement. If TPE resigns from the COLLEGE within one (1) year of the reimbursement, the amount of the tuition reimbursement will be deducted from the employee’s last paycheck.
16. **STATE UNIVERSITIES RETIREMENT SYSTEM** – TPE may be eligible for SURS retirement benefits, if TPE meets the minimum requirements established by the State Universities Retirement System (SURS). TPE shall be entitled to all retirement benefits as stated in Article XXIII of the Agreement between the BOARD and the South Suburban College Support Staff Association. As set forth in the Agreement between the BOARD and the South Suburban College Support Staff Association, notice shall be provided at least three (3) months in advance of the retirement date. Upon retirement, the BOARD shall pay up to fifty-six (56) days of accumulated vacation days.
17. **SEPARATION** – If, at any time, the COLLEGE does not intend to continue its employment of TPE, TPE shall receive at least four (4) months’ notice of that intent or shall remain employed by the COLLEGE until June 30, whichever time period is longer. These provisions do not apply should the BOARD discharge TPE for cause. Upon separation from the COLLEGE, all unused vacation days, up to a maximum of thirty (30) days, shall be paid by the COLLEGE.
18. **NOTICE** – Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first-class mail, or certified mail, postage prepaid, addressed:



If to the COLLEGE, to: Lynette D. Stokes, Ed.D., President  
SOUTH SUBURBAN COLLEGE DISTRICT #510  
15800 South State Street  
South Holland, Illinois 60473

cc: Mr. Stanley T. Kusper, Jr.  
KUSPER & RAUCCI CHARTERED  
30 North LaSalle Street  
Chicago, Illinois 60602

If to TPE: «First\_Name» «Last\_Name»  
«Address»  
«City», «State» «Zip»

or to the last address of TPE contained in official Business Office records.

19. **JURISDICTION** – This Agreement shall be interpreted, construed and governed by and under the laws of the State of Illinois, and TPE unconditionally submits to the resolution of all disputes before the Circuit Court of Cook County.
20. **ENTIRE AGREEMENT** – This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and there are no understandings, representations or warranties of any kind between the parties except those expressly set forth herein.
21. **AMENDMENTS** – This Agreement may not be modified except by writing approved by the BOARD and TPE and duly signed by both parties.

**SOUTH SUBURBAN COLLEGE  
DISTRICT #510**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

On behalf of SOUTH SUBURBAN COLLEGE

Dr. Lynette Stokes, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY23-VII.G.1

Board Meeting Date: February 9, 2023

BOARD COMMITTEE

FUNDING

<input type="checkbox"/> Policy	<input checked="" type="checkbox"/> Operating	<input type="checkbox"/> Grant Funded
<input type="checkbox"/> Finance	<input type="checkbox"/> College Capital	<input type="checkbox"/> Student Life
<input type="checkbox"/> Architectural	<input type="checkbox"/> Protection, Health and	<input type="checkbox"/> Special Levies
<input type="checkbox"/> Other	<input type="checkbox"/> Safety	

**PROPOSAL SUMMARY**

Move that the Board of Trustees reappoint the attached list of Grant-funded staff for fiscal year 2024.

**ESTIMATED COST OR BENEFIT**

N/A

**JUSTIFICATION OF ACTION**

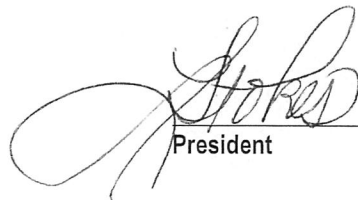
Each year, the Board of Trustees considers reappointments of Grant-funded staff. The list of Grant-funded staff for fiscal year 2024 is attached. This action supports Strategic Direction 2, SSC 2.1 and will assist in the effort to provide credit courses and associate degree programs for an academically prepared student body. In addition, this action supports our mission, vision and core values.

**MOTION**

Move that the Board of Trustees reappoint the attached list of Grant-funded staff for fiscal year 2024.

Approvals:

- \* Are funds available in the budget?
- \* Is this related to any previous Board action?
- \* Is this part of a large project requiring additional funds? (Explain)

  
\_\_\_\_\_  
President

01-31-2023  
Date

## Grant Staff

<u>Name</u>	<u>Position</u>	<u>Hours</u>
Lakesha Baker	Early College Programs Coordinator	40
Anita Barnett-Clemons	Project Manager of WEI	40
Valencia Burney	Early Childhood Education Coach	40
**Kenneth Cohn	Director of Workforce Development	40
*Shawnell Conyers	ABE/ASE/ESL Assessment Secretary	40
Rebecca Garcia	Highway Construction Careers Training Program Manager	40
Taryn Giddings	ABE/ASE/ESL Transitions Advisor/Coach	40
Alexandra Glumac	Project Manager, Office of Violence Against Women	40
Maria Diana Gutierrez	Manager of ESL	40
Deborah Haynes-Shegog	Highway Construction Careers Training Program Assistant	40
Marrion Jackson	Business Service Representative	40
*Camille Johnson	Lead ABE/ASE Instructor	30
Anthony Kyte	Adult Career Coach	40
Daisy Lozano	Summer Bridge/First Year Experience Coordinator	40
*Rasheedah McCamury	Lead ESL instructor	30
*Mary McCaskey-Thompson	Adult Education Secretary	40
Renee McClinton	Manager of Perkins/CTE Grants	40
**Christopher McElroy	Director of Adult Education	40
Maria Pittman	Youth Career Coach	40
*Venese Regan	ELA Paraprofessional	25
David Stephens	Literacy Grant Manager	40
Raylynn Stokes	Manager of Adult Education	40
*Mary Viehweg	ELA Instructor/Coordinator	30
Brianna Wells	Manager of Workforce Development	40
Iman Whitfield	Dislocated Worker Career Coach	40

\*10-month salary

\*\*Grant-Funded Administrator

2/6/2023



## **GRANT-FUNDED EMPLOYEES AGREEMENT**

**THIS AGREEMENT**, made this 1<sup>st</sup> day of July, 2023, by and between the BOARD OF SOUTH SUBURBAN COLLEGE DISTRICT NO. 510, COOK COUNTY, ILLINOIS (hereinafter the “BOARD” or the “COLLEGE”), and «First Name»«Last Name» (hereinafter “GRANT-FUNDED EMPLOYEE”), has been approved by an action taken at the meeting of the BOARD held MONTH XX, 2023.

### **WITNESSETH:**

**WHEREAS**, the BOARD desires to contract for retaining the services of the GRANT-FUNDED EMPLOYEE, in the position of «Title», and GRANT-FUNDED EMPLOYEE desires to offer such services to the BOARD;

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES**, it is agreed by and between the BOARD and the GRANT-FUNDED EMPLOYEE as follows:

1. **TERM OF AGREEMENT** – Continued employment of GRANT-FUNDED EMPLOYEE is dependent upon continued receipt of grant funds. In the event that grant funds are fully expended or otherwise become unavailable during the term of this Agreement, GRANT-FUNDED EMPLOYEE’S agreement shall immediately terminate. The term of this Agreement is from July 1, 2023 to June 30, 2024, both dates inclusive, unless sooner terminated as provided herein in section 17. There is neither an assurance to, nor a presumption by, GRANT-FUNDED EMPLOYEE that there will be continued employment or that this agreement will be renewed from year to year after its expiration on June 30, 2024.
2. **QUALIFICATIONS** – GRANT-FUNDED EMPLOYEE has represented that GRANT-FUNDED EMPLOYEE is qualified to hold the position of GRANT-FUNDED EMPLOYEE. It is understood between the parties that all representations, both explicit and implicit, regarding qualifications made by GRANT-FUNDED EMPLOYEE have been relied upon by the BOARD in the formation of this Agreement and are a

material basis for the formation of this Agreement. In the event it is discovered that GRANT-FUNDED EMPLOYEE has misrepresented the necessary qualifications, this Agreement shall immediately terminate.

3. **PROBATIONARY PERIOD** – All new GRANT-FUNDED EMPLOYEE shall be considered probationary employees until they complete a probationary period of six (6) months. During this six (6) month probationary period, any wage increases approved by the Board of Trustees shall not be applied to GRANT-FUNDED EMPLOYEE salary. Upon completion of the six (6) month probationary period, the previous approved salary increases shall be applied for all future compensation and shall not be retroactively applied to any period during the probationary period.

The probationary period provided for herein shall apply for both new hires to the College and new positions into which previously employed College employees are placed.

4. **POWERS AND DUTIES** – The GRANT-FUNDED EMPLOYEE shall be responsible for the following:
- a. Aiding the assigned supervisor, or any other supervisor as may be assigned;
  - b. Performing all assigned job functions, as well as any additional or other functions necessary for the position of the GRANT-FUNDED EMPLOYEE;
  - c. Meeting regularly with teachers, department chairs and other administrators, or any other individuals with whom it is necessary to develop program goals in order to meet grant or program mandates and to evaluate grant or program success;
  - d. Attending meetings of the BOARD as needed; and,
  - e. Completing other responsibilities as required or assigned by the BOARD or the assigned supervisor.
5. **COMPENSATION** – The GRANT-FUNDED EMPLOYEE’S annual salary is «Salary» effective July 1, 2023. In consideration of the above said annual base salary, it is expected that full-time GRANT-FUNDED EMPLOYEE’S will be on the premises of the COLLEGE<sup>1</sup> during normal working hours and devote at least «Hours» hours per week of time, skill, labor and attention to the tasks assigned or those tasks that may become necessary in the course of GRANT-FUNDED EMPLOYEE’S duties during the term of this

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<sup>1</sup> This shall be understood to include remote work or work from home in the event of a governmental order requiring closure of the College campus.

Agreement, in order to faithfully perform the duties of the GRANT-FUNDED EMPLOYEE'S position.

Unless otherwise agreed by the BOARD and GRANT-FUNDED EMPLOYEE, said salary shall be paid in equal installments, less such amounts as provided for in this Agreement, and other amounts required by law.

The BOARD and GRANT-FUNDED EMPLOYEE may enter into subsequent agreements or extensions of this Agreement for additional periods of time, if mutually agreed by both parties in writing. There are no presumptions or assurances by the BOARD or GRANT-FUNDED EMPLOYEE that this agreement will be extended or renewed at the end of the agreement term.

6. **EVALUATION** – Prior to January 15<sup>th</sup> of each year, GRANT-FUNDED EMPLOYEE'S assigned supervisor, or any other supervisor as may be assigned by the BOARD, will evaluate GRANT-FUNDED EMPLOYEE'S performance in writing and meet with GRANT-FUNDED EMPLOYEE to discuss the same.
7. **TERMINATION** – This employment agreement may be terminated prior to its expiration by:
  - a. Mutual agreement;
  - b. Permanent disability;
  - c. Death;
  - d. Retirement;
  - e. Cause; or,
  - f. Grant Funds are discontinued.

The BOARD may terminate this agreement for reasons of permanent disability or incapacity at any time after the GRANT-FUNDED EMPLOYEE has exhausted the accumulated medical leave days or presents to the BOARD a physician's statement certifying that the GRANT-FUNDED EMPLOYEE is permanently disabled or incapacitated. All obligations of the BOARD shall cease upon written notice of termination for permanent disability or incapacity. The BOARD reserves the right to require the GRANT-FUNDED EMPLOYEE to submit to a medical examination, either physical or mental, whenever the BOARD has reasonable cause to believe that the GRANT-FUNDED EMPLOYEE is disabled or unable to perform the essential functions of the position. A physician licensed to practice medicine in Illinois and mutually agreed

upon by the parties shall perform such examination. Throughout the term of this Agreement, GRANT-FUNDED EMPLOYEE shall be subject to discharge for cause.

8. **VACATION DAYS** – Full-time GRANT-FUNDED EMPLOYEE shall be entitled each year to a paid vacation of fifteen (15) days (0-4 YRS SERVICE) and twenty (20) days (5+ YRS SERVICE), exclusive of legal school holidays provided that the GRANT-FUNDED EMPLOYEE’S current supervisor pre-approves all such vacation days in writing. Vacation days may be taken by GRANT-FUNDED EMPLOYEE only in half-day or full-day increments, and in no event may GRANT-FUNDED EMPLOYEE take less than a half-day of vacation. Except in the case of retirement as set forth below, vacation days earned and accumulated in excess of thirty (30) days that are not taken by January 15<sup>th</sup> are forfeited. In the event that GRANT-FUNDED EMPLOYEE provides a letter of intent to the COLLEGE’S Office of Human Resources stating an intent to retire under SURS within the next five years, GRANT-FUNDED EMPLOYEE may accrue fifty-six (56) days of vacation.
9. **PERSONAL DAYS** – All [full-time] GRANT-FUNDED EMPLOYEES shall be entitled to three (3) personal days, provided that GRANT-FUNDED EMPLOYEE’S current supervisor pre-approves all such personal days in writing. Personal days may be taken by GRANT-FUNDED EMPLOYEE only in half-day or full-day increments, and in no event may GRANT-FUNDED EMPLOYEE take less than half a personal day. GRANT-FUNDED EMPLOYEE may accumulate up to five (5) personal days. Upon accumulation of five (5) personal days, all additional personal days are forfeited.
10. **HOLIDAYS** – GRANT-FUNDED EMPLOYEE is entitled to all paid holidays recognized by the COLLEGE. These paid holidays are: Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Holiday, Christmas/New Year’s Holiday, Martin Luther King, Jr. Day, Presidents’ Day, Pulaski Day, Spring Day, Memorial Day, Juneteenth, and July 4<sup>th</sup>.
11. **MEDICAL LEAVE** – GRANT-FUNDED EMPLOYEE shall also be entitled to receive twelve (12) days of medical leave for each year of employment with the COLLEGE. Medical leave days may be taken by GRANT-FUNDED EMPLOYEE only in half-day or full-day increments, and in no even may GRANT-FUNDED EMPLOYEE take less than a half-day of medical leave. After completion of one (1) year of



employment, GRANT-FUNDED EMPLOYEE may accumulate medical leave up to the maximum allowed by the State Universities Retirement System (SURS).

12. **FLEX DOLLARS BENEFITS** – GRANT-FUNDED EMPLOYEE is entitled to **FLEXIBLE BENEFIT** dollars (\$xx,xxx) per year for payment of medical, dental, vision and life insurance premiums. Any amount in excess of **FLEXIBLE BENEFIT** dollars shall be paid by GRANT-FUNDED EMPLOYEE. If GRANT-FUNDED EMPLOYEE does not use the entire **FLEXIBLE BENEFIT** dollars the remaining balance will be paid to GRANT-FUNDED EMPLOYEE by direct payment no later than June 30 of the agreement year.
13. **OTHER BENEFITS AND LEAVE** – GRANT-FUNDED EMPLOYEE shall be additionally entitled to the following benefits and/or leaves:
  - a. Up to five (5) days paid bereavement leave for death of a spouse, a biological, adopted, foster or step child, stillbirth, miscarriage, unsuccessful reproductive procedure, a failed adoption match or an adoption that is not finalized because it is contested, a failed surrogacy agreement, or a diagnosis that negatively impacts pregnancy or fertility. Leave shall not be taken in less than half-day increments. An additional five (5) days unpaid leave may be taken according to the Family Bereavement Leave Act.
  - b. Up to three (3) days paid bereavement leave for the death of any other family member, which includes parents, grandparents, grandchildren, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse's grandparents, or any family member living in his/her household and shall not be taken in less than half-day increments. An additional seven (7) days unpaid leave may be taken according to the Family Bereavement Leave Act.
  - c. Payment for all days absent as a result of jury duty service or being subpoenaed as a witness, upon the presentation of proper documentation to the GRANT-FUNDED EMPLOYEE'S current supervisor;
  - d. Unpaid leaves of absence for up to one (1) year may be granted for educational improvement, personal hardship, or family medical responsibilities, upon receipt of an approval from the GRANT-FUNDED EMPLOYEE'S current supervisor and the BOARD.

14. **TUITION WAIVERS** – GRANT-FUNDED EMPLOYEE is eligible for waivers of all tuition for only classes offered at the COLLEGE. Waivers of tuition for COLLEGE classes are available only to GRANT-FUNDED EMPLOYEE, GRANT-FUNDED EMPLOYEE’S spouse and the GRANT-FUNDED EMPLOYEE’S unemancipated children under the age of 26.
15. **TUITION REIMBURSEMENT** – Upon completion of one (1) year of employment with the COLLEGE, GRANT-FUNDED EMPLOYEE will be entitled to up to a One Thousand Five Hundred Dollars (\$1,500.00) per year reimbursement for undergraduate and graduate classes, to the extent allowed and funded by the grant funding source. In order to be eligible for reimbursement, these courses must be job related and have been approved by the GRANT-FUNDED EMPLOYEE’S immediate supervisor and the COLLEGE President. Reimbursement will be limited to classes where a grade of “C” or better is earned. Reimbursement will not be provided for courses that are repeated. GRANT-FUNDED EMPLOYEE shall submit a copy of the paid tuition bill and a transcript showing the final grade within ninety (90) days of the end of the course in order to receive reimbursement. If GRANT-FUNDED EMPLOYEE resigns from the COLLEGE within one (1) year of the reimbursement, the amount of tuition reimbursement will be deducted from the employee’s last paycheck.
16. **STATE UNIVERSITIES RETIREMENT SYSTEM** – GRANT-FUNDED EMPLOYEE may be eligible for SURS retirement benefits, if GRANT-FUNDED EMPLOYEE meets the minimum requirements established by the State Universities Retirement System (“SURS”). As set forth in the Agreement between the BOARD and the South Suburban College Support Staff Association, notice shall be provided at least three (3) months in advance of the retirement date. Upon retirement, the BOARD shall pay up to fifty-six (56) days of accumulated vacation days.
17. **SEPARATION** – Continued employment of GRANT-FUNDED EMPLOYEE is dependent upon continued receipt of grant funds. These provisions do not apply should the BOARD discharge GRANT-FUNDED EMPLOYEE for cause.
- All unused vacation days, up to a maximum of thirty (30) days, shall be paid by the COLLEGE.

18. **NOTICE** – Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first-class mail, or certified mail, postage prepaid, addressed:

If to the COLLEGE, to:

Lynette D. Stokes, Ed.D., President  
SOUTH SUBURBAN COLLEGE DISTRICT #510  
15800 South State Street  
South Holland, Illinois 60473

cc:

Mr. Stanley T. Kusper, Jr.  
KUSPER & RAUCCI CHARTERED  
30 North LaSalle Street  
Chicago, Illinois 60602

If to GRANT-FUNDED EMPLOYEE:

«Full\_Name»  
«Address»  
«City», «State» «Zip»

or to the last address of GRANT-FUNDED EMPLOYEE contained in official Business Office records.

19. **JURISDICTION** – This Agreement shall be interpreted, construed and governed by and under the laws of the State of Illinois, and GRANT-FUNDED EMPLOYEE unconditionally submits to the resolution of all disputes before the Circuit Court of Cook County.

20. **ENTIRE AGREEMENT** – This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and there are no understandings, representations or warranties of any kind between the parties except those expressly set forth herein.

21. **AMENDMENTS** – This Agreement may not be modified except by writing approved by the BOARD and GRANT-FUNDED EMPLOYEE and duly signed by both parties.

**SOUTH SUBURBAN COLLEGE**

**DISTRICT #510**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

on behalf of SOUTH SUBURBAN COLLEGE

Dr. Lynette Stokes, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_