

February 8, 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
HARRIS, CHAIR; TRUSTEES DEFILIPPO AND PAYNE
THURSDAY, FEBRUARY 8, 2024
6:50 PM

- 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, 2023, as presented
- II. Recommendation to accept the OMB Circular A-133 Audit Report for the fiscal year ended June 30, 2023, 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, 2024



# BOARD OF TRUSTEES OF SOUTH SUBURBAN COLLEGE

15800 S. STATE STREET, SOUTH HOLLAND, ILLINOIS
BOARD ROOM, SUITE 2248
REGULAR BOARD MEETING AGENDA
THURSDAY, FEBRUARY 8, 2024
7:00 PM

1	CALL	TOO	DDEDIDO	LL CALL
l.	CALL	100	RDER/RU	JLL CALL

- II. PLEDGE OF ALLEGIANCE
- III. PUBLIC PARTICIPATION
- IV. PRESENTATIONS/REPORTS

### V. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

- A. Regular Board Meeting held January 11, 2024
- B. Closed Session Meeting held January 11, 2024

#### VI. NEW BUSINESS

- A. Monthly Financial Report (T. Hill)
- B. Approval of the payment of bills for January, 2024 (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, 2023, as presented (S. Harris)
- D. Approval to accept the OMB Circular A-133 Audit Report for the fiscal year ended June 30, 2023, as presented (S. Harris)
- 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, 2024 (S. Harris)

# VII. PERSONNEL RECOMMENDATIONS

- A. Retirements/Resignations/Terminations
- B. Appointments
- C. Approval to Grant Tenure
- D. Approval to Reappoint Non-tenured Faculty for 2024/2025 Academic Year
- E. Approval of Notification of Non-employment
- F. Reappointment of Administrative Staff for Fiscal Year 2025
- G. Reappointment of Technical Professional Exempt (TPE) Staff for Fiscal Year 2025
- H. Reappointment of Grant-funded Staff for Fiscal Year 2025
- I. Approval to Change Job Title and Restructure Division of Extension Services and Workforce Development
- J. Approval of the College President's Contract

### 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 NEW BUSINESS CONTINUED

F. Approve the elimination of the Academic & Career Counselor positions in the College and Career Success Center (D. Powell)

# X. MISCELLANEOUS

A. Vision of South Suburban College Board of Trustees (A. Williams)

# XI. ADJOURNMENT

# BOARD OF TRUSTEES OF SOUTH SUBURBAN COLLEGE

15800 S. STATE STREET, SOUTH HOLLAND, ILLINOIS BOARD ROOM, SUITE 2248 REGULAR BOARD MEETING MINUTES THURSDAY, JANUARY 11, 2024

# I. CALL TO ORDER & ROLL CALL:

At 7:12 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 Kevin L. Daly, Anthony DeFilippo, Sherelene A. Harris, and Trustee Anthony Williams.

Absent: Student Trustee Jamesina Collier.

*Also present*: Lynette D. Stokes, President; Tasha Williams, Vice President of Academic Services; Devon Powell, Vice President of Student and Enrollment Services; Patrick Rush, Vice President of Administration and Secretary to the Board of Trustees and College Attorney Christopher L. Petrarca.

# II. PUBLIC PARTICIPATION:

There was none.

# III. REPORTS/PRESENTATIONS

There were none.

# IV. PREVIOUS MEETING MINUTES

# A. Finance Committee Meeting held December 14, 2023

Trustee Rogers moved and Trustee Williams seconded to approve the minutes of the Finance Committee held on December 14, 2023. On roll call, Trustees Sherelene A. Harris, Vivian Payne, Janet Rogers, Anthony Williams and Chairman Terry Wells voted aye. Trustees Kevin L. Daly and Anthony DeFilippo passed. Nays: None. Motion carried.

# B. Regular Board of Trustees Meeting held December 14, 2023

Trustee Payne moved and Trustee Harris seconded to approve the minutes of the Regular Board of Trustees meeting held December 14, 2023. On roll call, Trustees Sherelene A. Harris, Vivian Payne, Janet Rogers, Anthony Williams and Chairman Terry Wells voted aye. Trustees Kevin L. Daly and Anthony DeFilippo passed. Nays: None. Motion carried.

# C. Closed Session Meeting held November 9, 2023

Trustee Rogers moved and Trustee Williams seconded to table the motion to approve the minutes of the Closed Session meeting held November 9, 2023. On roll call, Trustees Kevin L Daly, Sherelene A. Harris, Vivian Payne, Janet Rogers, Anthony Williams and Chairman Terry Wells voted aye. Trustee Anthony DeFilippo passed. Nays: None. Motion carried.

### D. Closed Session Meeting held December 14, 2023

Trustee Williams moved and Trustee Harris seconded to approve the Closed Session meeting held December 14, 2023. On roll call, Trustees Sherelene A. Harris, Vivian Payne, Janet Rogers, Anthony Williams and

Chairman Terry Wells voted aye. Trustees Kevin L. Daly and Anthony DeFilippo passed. Nays: None. Motion carried.

### V. NEW BUSINESS

# A. Monthly Financial Report

Trustee DeFilippo moved and Trustee Payne seconded to accept the Monthly Financial Report as presented by Treasurer Tyhani Hill. On roll call, Trustees Kevin L. Daly, Anthony DeFilippo, Sherelene A. Harris, Vivian Payne, Janet Rogers, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

# B. Bills Payable for December, 2023

Trustee Payne moved and Trustee Rogers seconded to approve the bills payable for December, 2023 in the amount of \$4,518,449.21. On roll call, Trustees Kevin L. Daly, Anthony DeFilippo, Sherelene A. Harris, Vivian Payne, Janet Rogers, Anthony Williams and Chairman Terry Wells voted age. Nays: None. Motion carried.

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

Trustee Rogers moved and Trustee DeFilippo seconded to grant approval to release Closed Session minutes and destroy Closed Session audio recordings in accordance with the Illinois Open Meetings Act. The written minutes of July 13, 2023, June 8, 2023, February 9, 2023 and May 12, 2022 shall be released. The written minutes of December 14, 2023 and November 9, 2023 shall remain closed. The audio recordings of July 14, 2022 and May 12, 2022 are authorized to be destroyed. On roll call, Trustees Kevin L. Daly, Anthony DeFilippo, Sherelene A. Harris, Vivian Payne, Janet Rogers, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

# D. Approve the elimination of the Academic & Career Counselor positions in the College & Career Success Center

Trustee Rogers moved and Trustee Williams seconded to table the elimination of the Academic & Career Counselor positions in the College & Career Success Center. On roll call, Trustees Kevin L. Daly, Anthony DeFilippo, Sherelene A. Harris, Vivian Payne, Janet Rogers, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

### VI. PERSONNEL RECOMMENDATIONS

# A. Resignations/Retirements/Terminations

Trustee DeFilippo moved and Trustee Harris seconded to approve the resignation of Dr. Anshanette Taylor as a full-time Instructor in the Nursing Department, effective January 5, 2024, and grant permission to advertise to fill the vacated position. On roll call, Trustees Kevin L. Daly, Anthony DeFilippo, Sherelene A. Harris, Vivian Payne, Janet Rogers, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

### C. Appointments

- 1. Trustee Williams moved and Trustee Payne seconded to approve the appointment of Adilene Castillo as a full-time, grant-funded Manager of the Adult Education Department, effective January 16, 2024, pending successful completion of a criminal background investigation. On roll call, Trustees Kevin L. Daly, Anthony DeFilippo, Sherelene A. Harris, Vivian Payne, Janet Rogers, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.
- 2. Trustee DeFilippo moved and Trustee Harris seconded to approve the appointment of Luke Fikejs as a full-time, grant-funded Sustainability Coordinator in the Plant Operations Department, effective January 16, 2024. On roll call, Trustees Kevin L. Daly, Anthony DeFilippo, Sherelene A. Harris, Vivian Payne, Janet Rogers, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

3. Trustee Williams moved and Trustee DeFilippo seconded to approve the appointment of Lilli Willingham as a full-time Manager of Financial Aid in the Financial Aid Department, effective January 16, 2024, pending successful completion of a criminal background investigation. On roll call, Trustees Kevin L. Daly, Anthony DeFilippo, Sherelene A. Harris, Vivian Payne, Janet Rogers, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

# VII. CLOSED SESSION

At 7:27 p.m., the Board of Trustees entered into Close Session on a motion made by Trustee Rogers and seconded by Trustee DeFilippo to discuss 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. On roll call, Trustees Kevin L. Daly, Anthony DeFilippo, Sherelene A. Harris, Vivian Payne, Janet Rogers, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

The Board of Trustees resumed Open Session at 8:40 p.m. on a motion made by Trustee Daly and seconded by Trustee Payne. On roll call, Trustees Kevin L. Daly, Anthony DeFilippo, Sherelene A. Harris, Vivian Payne, Janet Rogers, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

# VIII. MISCELLANEOUS

There was none.

### IX. ADJOURNMENT

At 8:41 p.m., Trustee Rogers moved and Trustee Daly seconded to adjourn the Board of Trustees meeting. On roll call, Trustees Kevin L. Daly, Anthony DeFilippo, Sherelene A. Harris, Vivian Payne, Janet Rogers, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

Chairperson	of	the	Board
Secretary of	the	e Bo	ard



# SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VI.A

BOARD COMMITTEE	Board Meeting Date: February 8, 2024 FUNDING
	ge Capital Student Life ection, Health and Special Levies
	OSAL SUMMARY
Move that the Board of Trustees approve the Final	ancial Report as presented.
ESTIMATE	D COST OR BENEFIT
*	
JUSTIFIC	ATION OF ACTION
	nd Financial Summary enclosed in your Board booklet ction aligns with Strategic Direction 3.1; Foster fiscal
	MOTION
Move that the Board of Trustees approve the Fina	ancial Report as presented.
* 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	Approvals:  2/1/24 Controller Treasurer Cotil Rul Appropriate Vice President President  2/1/24 Date  2/1/2024 Date

# SOUTH SUBURBAN COLLEGE South Holland, Illinois

To: Board of Trustees

From: Tyhani Hill

Date: January 29, 2024

Subject: Financial Report For The Period Ending December 31, 2023

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:

Monthly Revenue	Year to Date Revenue
\$5,610,730.23	\$18,046,957.14
Monthly Expenditures	Year to Date Expenditures
\$2,667,836.12	\$15,087,754.48

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

Monthly Revenue	Year to Date Revenue
\$6,328,862.04	\$23,361,660.06
Monthly Expenditures	Year to Date Expenditures
\$5,342,780.04	\$22,185,288.85
Net Monthly Position	Year to Date Net Position
\$986,082.00	\$1,176,371.21

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

Total Investments	Average Rate of Return	Basis Point Change from Last Month
\$15,616,406.23	2.82%	(17)

# SOUTH SUBURBAN COLLEGE South Holland, Illinois

	Revenue	Revenue	Monthly
	Educational	O&M	Total
July	\$2,559,566.44	\$165,005.08	\$2,724,571.52
August	\$3,548,708.20	\$98,484.55	\$3,647,192.75
September	\$2,072,090.51	\$75,486.90	\$2,147,577.41
October	\$1,250,134.38	\$250,134.48	\$1,500,268.86
November	\$1,867,495.46	\$549,120.91	\$2,416,616.37
December	\$4,507,379.42	\$1,103,350.81	\$5,610,730.23
January			\$0.00
February			\$0.00
March			\$0.00
April			\$0.00
May			\$0.00
June			\$0.00
YTD	\$15,805,374.41	\$2,241,582.73	\$18,046,957.14
	<b>Expenditures</b>	Expenditures	Monthly
	Expenditures Educational	Expenditures O&M	Monthly Total
July			• • • • • • • • • • • • • • • • • • •
July August	Educational	O&M	Total
	<b>Educational</b> \$2,308,152.36	<b>O&amp;M</b> \$370,989.79	<b>Total</b> \$2,679,142.15
August	\$2,308,152.36 \$2,786,332.68	<b>O&amp;M</b> \$370,989.79 \$393,124.60	<b>Total</b> \$2,679,142.15 \$3,179,457.28
August September	\$2,308,152.36 \$2,786,332.68 \$2,038,681.84	<b>O&amp;M</b> \$370,989.79 \$393,124.60 \$411,023.60	\$2,679,142.15 \$3,179,457.28 \$2,449,705.44
August September October	\$2,308,152.36 \$2,786,332.68 \$2,038,681.84 \$1,778,028.35	<b>O&amp;M</b> \$370,989.79 \$393,124.60 \$411,023.60 \$377,378.32	\$2,679,142.15 \$3,179,457.28 \$2,449,705.44 \$2,155,406.67
August September October November	\$2,308,152.36 \$2,786,332.68 \$2,038,681.84 \$1,778,028.35 \$1,652,939.88	<b>O&amp;M</b> \$370,989.79 \$393,124.60 \$411,023.60 \$377,378.32 \$303,266.94	\$2,679,142.15 \$3,179,457.28 \$2,449,705.44 \$2,155,406.67 \$1,956,206.82
August September October November December	\$2,308,152.36 \$2,786,332.68 \$2,038,681.84 \$1,778,028.35 \$1,652,939.88	<b>O&amp;M</b> \$370,989.79 \$393,124.60 \$411,023.60 \$377,378.32 \$303,266.94	\$2,679,142.15 \$3,179,457.28 \$2,449,705.44 \$2,155,406.67 \$1,956,206.82 \$2,667,836.12 \$0.00 \$0.00
August September October November December January	\$2,308,152.36 \$2,786,332.68 \$2,038,681.84 \$1,778,028.35 \$1,652,939.88	<b>O&amp;M</b> \$370,989.79 \$393,124.60 \$411,023.60 \$377,378.32 \$303,266.94	\$2,679,142.15 \$3,179,457.28 \$2,449,705.44 \$2,155,406.67 \$1,956,206.82 \$2,667,836.12 \$0.00 \$0.00 \$0.00
August September October November December January February	\$2,308,152.36 \$2,786,332.68 \$2,038,681.84 \$1,778,028.35 \$1,652,939.88	<b>O&amp;M</b> \$370,989.79 \$393,124.60 \$411,023.60 \$377,378.32 \$303,266.94	\$2,679,142.15 \$3,179,457.28 \$2,449,705.44 \$2,155,406.67 \$1,956,206.82 \$2,667,836.12 \$0.00 \$0.00 \$0.00
August September October November December January February March	\$2,308,152.36 \$2,786,332.68 \$2,038,681.84 \$1,778,028.35 \$1,652,939.88	<b>O&amp;M</b> \$370,989.79 \$393,124.60 \$411,023.60 \$377,378.32 \$303,266.94	\$2,679,142.15 \$3,179,457.28 \$2,449,705.44 \$2,155,406.67 \$1,956,206.82 \$2,667,836.12 \$0.00 \$0.00 \$0.00
August September October November December January February March April	\$2,308,152.36 \$2,786,332.68 \$2,038,681.84 \$1,778,028.35 \$1,652,939.88	<b>O&amp;M</b> \$370,989.79 \$393,124.60 \$411,023.60 \$377,378.32 \$303,266.94	\$2,679,142.15 \$3,179,457.28 \$2,449,705.44 \$2,155,406.67 \$1,956,206.82 \$2,667,836.12 \$0.00 \$0.00 \$0.00

# SOUTH SUBURBAN COLLEGE South Holland, Illinois

	Revenues	Expenditures	Monthly
	All Funds	All Funds	Total
July	\$3,328,182.44	\$3,410,154.38	(\$81,971.94)
August	\$4,594,017.14	\$4,854,620.06	(\$260,602.92)
September	\$3,050,187.48	\$3,201,958.22	(\$151,770.74)
October	\$2,924,367.00	\$2,917,820.17	\$6,546.83
November	\$3,136,043.96	\$2,457,955.98	\$678,087.98
December	\$6,328,862.04	\$5,342,780.04	\$986,082.00
January			\$0.00
February			\$0.00
March			\$0.00
April			\$0.00
May			\$0.00
June			\$0.00
YTD	\$23,361,660.06	\$22,185,288.85	\$1,176,371.21
	Investment	Average Rate	Basis Point Change
	Total	of Return	from Last Month
July	\$16,593,642.95	2.91%	3
July August	\$16,593,642.95 \$15,893,721.80	2.91% 2.95%	3 4
			4
August	\$15,893,721.80	2.95%	
August September	\$15,893,721.80 \$13,262,893.00 \$12,504,572.38	2.95% 2.84%	4 (11)
August September October	\$15,893,721.80 \$13,262,893.00	2.95% 2.84% 2.88%	4 (11) 4 11
August September October November	\$15,893,721.80 \$13,262,893.00 \$12,504,572.38 \$11,856,861.00	2.95% 2.84% 2.88% 2.99%	4 (11) 4
August September October November December	\$15,893,721.80 \$13,262,893.00 \$12,504,572.38 \$11,856,861.00	2.95% 2.84% 2.88% 2.99%	4 (11) 4 11
August September October November December January	\$15,893,721.80 \$13,262,893.00 \$12,504,572.38 \$11,856,861.00	2.95% 2.84% 2.88% 2.99%	4 (11) 4 11
August September October November December January February March	\$15,893,721.80 \$13,262,893.00 \$12,504,572.38 \$11,856,861.00	2.95% 2.84% 2.88% 2.99%	4 (11) 4 11
August September October November December January February March April	\$15,893,721.80 \$13,262,893.00 \$12,504,572.38 \$11,856,861.00	2.95% 2.84% 2.88% 2.99%	4 (11) 4 11
August September October November December January February March	\$15,893,721.80 \$13,262,893.00 \$12,504,572.38 \$11,856,861.00	2.95% 2.84% 2.88% 2.99%	4 (11) 4 11

		Fund 1	Fund 2	Fund 3	Fund 3
Description	Date	Educational	Opr. & Maint.	O&M Rst(300)	PH&S(379)
	-				
53 Investment account		0.00	0.00	0.00	0.00
PMA/I S D L A F + = ISDMAX		0.00	0.00	0.00	0.00
Illinois Funds		45,083.55	0.00	0.00	0.00
53 Contributory Trust		0.00	0.00	0.00	0.00
PFM Asset Management		2,352,105.32	0.00	0.00	0.00
IIIT Money Market/UMB		(0.00)	0.00	0.00	0.00
53 Financial Money Market		9,452,515.47	0.00	0.00	0.00
Totals	12/1/2023	11,849,704.34	0.00	0.00	0.00
Transactions:					
Illinois Fund MM deposit from Comptroller	12/04/2023	120.00			
Illinois Fund MM deposit from Comptroller	12/04/2023	11,930.00			
Illinois Fund MM deposit from Comptroller	12/04/2023	5,870.00			
Illinois Fund MM deposit from Comptroller	12/06/2023	76,688.41			
Illinois Fund MM deposit from Comptroller	12/06/2023	55,490.71			
Illinois Fund MM deposit from Comptroller	12/11/2023	546,809.00			
Illinois Fund MM deposit from Comptroller	12/11/2023	85,050.00			
Illinois Fund MM deposit from Comptroller	12/14/2023	133,396.47			
Interest on Illinois Funds MM	12/29/2023	3,137.27			
5/3 transfer from Investments to Cash	12/31/2023	(1,500,000.00)			
5/3 transfer from Cash to Investment	12/31/2023	4,300,000.00			
Interest on 53 MM	12/31/2023	30,222.86			
PFM Interest	12/31/2023	10,830.16			
Investment on 53 Investment					
IIIT Money Market/UMB					
	-				
Ending Balance:		15,609,249.22	0.00	0.00	0.00
53 Investment account		0.00	0.00	0.00	0.00
PMA/I S D L A F + = ISDMAX		0.00	0.00	0.00	0.00
Illinois Funds		963,575.41	0.00	0.00	0.00
53 Contributory Trust		0.00	0.00	0.00	0.00
PFM Asset Management		2,362,935.48	0.00	0.00	0.00
IIT Money Market/UMB		(0.00)	0.00	0.00	0.00
53 Financial Money Market		12,282,738.33	0.00	0.00	0.00
Totals	12/31/2023	15,609,249.22	0.00	0.00	0.00
	,,		0.00	0.30	0.00

1/24/2024

	INVESTMENT WORKSHEET	-			
Description	Data	Fund 4	Fund 5	Fund 6	Fund 7
Description	Date	Bond & Int.	Auxiliary	Restricted	Working Cash
53 Investment account		0.00	0.00	0.00	0.00
PMA/I S D L A F + = ISDMAX		0.00	0.00	0.00	0.00
Illinois Funds		0.00	0.00	0.00	0.00
53 Contributory Trust		0.00	0.00	0.00	0.00
PFM Asset Management		0.00	0.00	0.00	0.00
IIIT Money Market/UMB		0.00	0.00	0.00	0.00
53 Financial Money Market		0.00	0.00	0.00	0.00
Totals	12/1/2023	0.00	0.00	0.00	0.00
Transactions:					
Illinois Fund MM deposit from Comptroller	12/04/2023				
Illinois Fund MM deposit from Comptroller	12/04/2023				
Illinois Fund MM deposit from Comptroller	12/05/2023				
Illinois Fund MM deposit from Comptroller	12/06/2023				
Illinois Fund MM deposit from Comptroller	12/06/2023				
Illinois Fund MM deposit from Comptroller	12/11/2023				
Illinois Fund MM deposit from Comptroller	12/11/2023				
Illinois Fund MM deposit from Comptroller	12/14/2023				
Interest on Illinois Funds MM	12/29/2023				
5/3 transfer from Investments to Cash	12/31/2023				
5/3 transfer from Investments to Cash	12/31/2023				
Interest on Illinois Funds MM	12/31/2023				
PFM transfer from Investment	12/31/2023				
Investment on 53 Investment	1/0/1900				
IIIT Money Market/UMB	1/0/1900				
		-			
		-			
	~	0.00	0.00	0.00	0.00
53 Investment account		0.00	0.00	0.00	0.00
PMA/I S D L A F + = ISDMAX		0.00	0.00	0.00	0.00
Illinois Funds		0.00	0.00	0.00	0.00
53 Contributory Trust		0.00	0.00	0.00	0.00
PFM Asset Management		0.00	0.00	0.00	0.00
IIIT Money Market/UMB		0.00	0.00	0.00	0.00
53 Financial Money Market		0.00	0.00	0.00	0.00
Totals	12/31/2023	0.00	0.00	0.00	0.00
Totals	12/31/2023	0.00	0.00	0.00	0.00

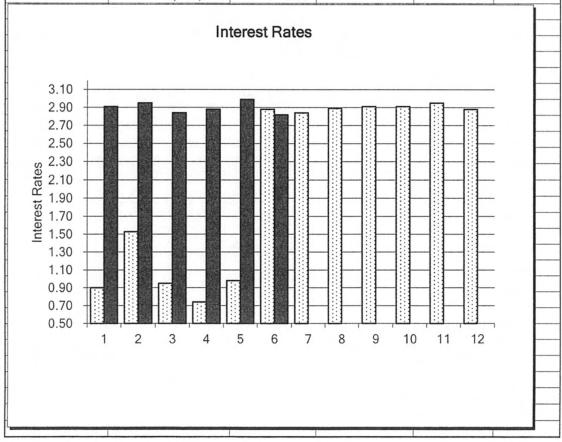
	INVESTMENT WORKSHEET	Eura 10	Eund 44	Fund 13	-
Description	Date	Fund 10 T & A	Fund 11 Audit	Fund 12 Special Levies	Total
Description	Date	TOCA	Addit	Special Levies	Total
2 Investment account		0.00	0.00	2.00	2.00
3 Investment account MA/I S D L A F + = ISDMAX		0.00	0.00	0.00	0.00
llinois Funds		0.00	0.00	0.00	45,083.55
3 Contributory Trust		0.00	0.00	0.00	0.00
PFM Asset Management		0.00	0.00	0.00	2,352,105.32
IIT Money Market/UMB		0.00	0.00	0.00	(0.00)
33 Financial Money Market		7,157.01	0.00	0.00	9,459,672.48
Totals		7,157.01	0.00	0.00	11,856,861.35
Fransactions:					
llinois Fund MM deposit from Comptroller	12/04/2023				120.00
Ilinois Fund MM deposit from Comptroller	12/04/2023	-			11,930.00
Ilinois Fund MM deposit from Comptroller	12/05/2023	1			5,870.00
Ilinois Fund MM deposit from Comptroller	12/06/2023	1			76,688.41
Ilinois Fund MM deposit from Comptroller	12/06/2023	-			55,490.71
Ilinois Fund MM deposit from Comptroller	12/11/2023				546,809.00
Ilinois Fund MM deposit from Comptroller	12/11/2023	1			85,050.00
Ilinois Fund MM deposit from Comptroller	12/14/2023	1			133,396.47
nterest on Illinois Funds MM	12/29/2023	1			3,137.27
6/3 transfer from Investments to Cash	12/31/2023				(1,500,000.00)
7/3 transfer from Investments to Cash	12/31/2023				4,300,000.00
nterest on Illinois Funds MM	12/31/2023				30,222.86
PFM transfer from Investment	12/31/2023				10,830.16
nvestment on 53 Investment	1/0/1900	1			0.00
IIT Money Market/UMB	1/0/1900				0.00
	-1-1-2-0	1			0.00
					0.00
		+			0.00
		+			0.00
					0.00
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		1			0.00
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					0.00
		1			0.00
		1			0.00
					0.00
					0.00
					0.00
		7,157.01	0.00	0.00	15,616,406.23
53 Investment account		0.00	0.00	0.00	0.00
PMA/I S D L A F + = ISDMAX		0.00	0.00	0.00	0.00
llinois Funds		0.00	0.00	0.00	963,575.41
3 Contributory Trust		0.00	0.00	0.00	0.00
PFM Asset Management		0.00	0.00	0.00	2,362,935.48
IIT Money Market/UMB		0.00	0.00	0.00	(0.00)
3 Financial Money Market	-,	7,157.01	0.00	0.00	12,289,895.34
Totals	12/31/2023	7,157.01	0.00	0.00	15,616,406.23
10003	12/01/2020	7,137.01	0.00	0.00	0.00
		-			0.00
		-	-		
		-			

	INVESTMENT SUMMARY						
	Interest		Purchase	Maturity	Type		
Fund	Rate	Amount	Date	Date	Code		Certificate Number / Institutions
Liquid Accounts:							
***************************************							
ISDMAX Fifth Third	0.01	0.00		Open	90	ISDLAF+	
Fifth Third	3.00	12,289,895.34 963,575.41 2,362,935.48		Open	90.00	MB	
UAB/Illinois Funds IIIT Money Market	0.10	963,575.41		Open Open	50.00	IL Funds	
IIII Money Market	3.00	2,362,935.48		Open	50.00	ISDLAF+ MB IL Funds IIIT	
					_		
				-			
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				-			
				-		-	
	-						
Grand Total							
Average %							
		15,616,406.23					
	2.82	(Weighted Average)					

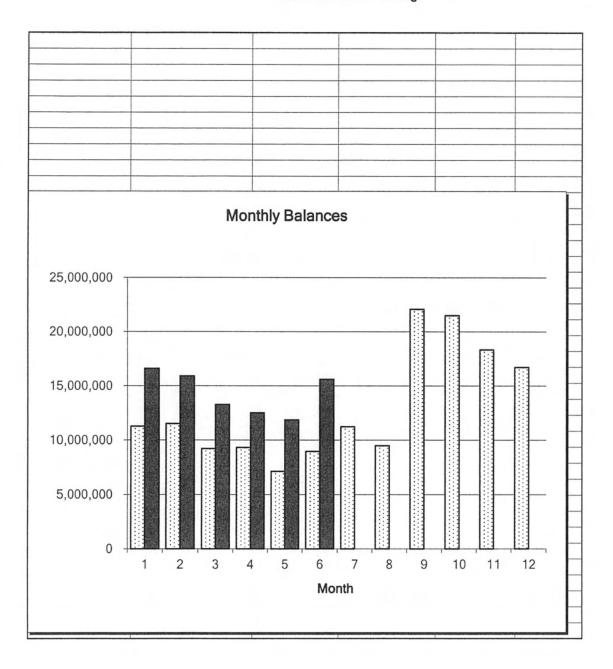
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<u>_</u>	_					
	_	Investment				Percent
-	-	Tilvestillent	D			
			Page 4	Page 6	Total	to Total
	10	U. S. Government Securities	0.00	0.00	0.00	0%
	20	Time Deposits	0.00	0.00	0.00	0%
-	30	Commercial Paner	0.00	0.00	0.00	0%
-	30	Commercial Paper	0.00	0.00	0.00	0%
	30	Commercial Paper	0.00	0.00	0.00	0%
	40	Time Deposits Commercial Paper Commercial Paper Mutual Funds	0.00	0.00	0.00	0%
	50	Illinois Funds	3,326,510.89	0.00	3,326,510.89	21%
-	60	Repurchase Agreements	0.00	0.00	0.00	0.00
_	00	Repurchase Agreements	0.00	0.00	0.00	0.00
	90	Other	12,289,895.34	0.00	12,289,895.34	79%
		Average %	2.82			
$\vdash$	-	Average 70	2.02			
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# South Suburban College

		Investmen	t Summary	
	F Y 2022 - 2023		F Y 2023 - 2024	
	Month End	Percent	Month End	Percent
Month	Balance	Return	Balance	Return
July	11,282,728	0.90	16,593,643	2.91
August	11,517,784	1.53	15,893,722	2.95
September	9,217,657	0.95	13,262,893	2.84
October	9,325,203	0.74	12,504,572	2.88
November	7,124,560	0.98	11,856,861	2.99
December	8,965,059	2.88	15,616,406	2.82
January	11,242,814	2.84		
February	9,485,256	2.89		
March	22,075,088	2.91		
April	21,490,927	2.91		
May	18,325,737	2.95		
June	16,707,052	2.88		



# South Suburban College





# SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VI.B

Board Meeting Date: February 8, 2024

BOARD COMMITTEE	<u>FUNDING</u>	
Finance x	Operating x Grant Fund College Capital x Student Lift Protection, Health and Safety	е
F	PROPOSAL SUMMARY	
ESTI	MATED COST OR BENEFIT	
JUS	TIFICATION OF ACTION	
	0; South Suburban College will ensure the financia ort educational programs and promote continuous i	
	MOTION	
Hereby authorize the Treasurer to pay the	ne following list of bill:	00 405 744 00
Education Fund Operations & Maintenance Fund		\$2,435,741.99 \$186,833.99
Restricted Funds		\$192,240.25
Special Levies Fund		\$28,396.73
Total		\$2,843,212.96
* Are funds available in the budget? Yes * Is this related to any previous Board action? No * Is this part of a large project requiring	Approvals:	01/31/2024
additional funds? (Explain) No	Controller/Treasurer	Date 1/31/24
	Vice President of Administration	Date 1/31/24
	President	Date



# SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VI.C

	Board Meeting Date	te: February 8, 2024	
BOARD COMMITTEE	<u>FUNDING</u>		
Policy Finance Architectural X Other	College Capital Stude	Funded nt Life al Levies	
F	PROPOSAL SUMMARY		
30, 2023 has been completed by Crowe, L	It Report and Professional Standards (SAS 1 LP and is included in the audit packet. Move cial Audit Report and Professional Standards 023, as presented.	e that the Board of Trustees	
ESTII	MATED COST OR BENEFIT		
JUS	STIFICATION 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		
	ne Comprehensive Annual Financial Audit Reverse, LLP, for the year ended June 30, 2023, as		
	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	Fari Hell	1/30/24	
	Controller/Treasurer Pateil Quel	Date 1/30/24	
	Appropriate Vice President	Date 1/30/24	
	President	Date	

# Office of the Treasurer



To: Board of Trustees

From: Tyhani Hill Date: January 29, 2024

Subject: Annual Comprehensive Financial Report – Fiscal Year Ended June 30, 2023

I am pleased to report that the College has successfully completed the Annual Comprehensive Financial Report (ACFR) as of June 30, 2023 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 \$6,420,736 in 2023. This represents a positive \$4,366,830 net change in the last year. The net position increased from the previous year as a result of the improved delivery of instruction and student services along with the SURS decrease in expenditures so there was less on behalf expenditures. In addition, with the drop in OPEB due to the state change in assumptions, significant drop in OPEB expense that reduced total expenditures in each functional category
- 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 \$6,668,539 (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.
- Single Audit Report– the College did have three findings on pages 9–11. All Corrective Actions plans have already been implemented.
- This is the first year the College's total net assets reflect the implementation of GASB 96 and the change in financial reporting for subscription-based information technology arrangements by governments on the financial statements.
- The College issued \$10.335 million general obligation debt during fiscal year 2023 with a long-term rating of A+ with a stable outlook

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: FY24-VI.D

Board Meeting Date: February 8, 2024

	bound mooting bato. I obradily o, 2024				
BOARD COMMITTEE	FUNDING				
	ing Grant Funded e Capital Student Life tion, Health and Special Levies				
	SAL SUMMARY				
	e year ended June 30, 2023 has been completed by Crowe, LLP pard of Trustees approve the OMB Circular A-133 Audit Report 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 presented.	Circular A-133 Audit Report for the year ended June 30, 2023, as				
* 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	Approvals:  O1/29/2024  Controller/Treasurer  Controller/Treasurer  Controller/Treasurer  Controller/Treasurer  Controller/Treasurer  Controller/Treasurer  Date  1/30/24  President  Date  Date				

# Office of the Treasurer



To: Board of Trustees

From: Tyhani Hill

**Date:** January 29, 2024

Subject: Single Audit OMB 133-Fiscal Year Ended June 30, 2023

Total Federal Grants & Contracts decreased from \$16,172,827 to \$10,175,083 which equates to a decrease of \$5,997,744. This decrease in Federal Grants & Contract is primarily as a result of completion of the Higher Education Emergency Relief Funds (HEERF) grant funds.

There were three findings and can be found in details on pages 9-11 with a formal corrective plan for each finding on pages 14-16.

# 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 2022-001. The College submitted 5 out of 25 students' Pell disbursement information to the COD (Common Origination & Disbursement) site after the 15-day submission window. The Financial Aid department has trained all of the staff to ensure that batch processes is processed on a weekly basis.

# Finding 2022-002-Controls and Noncompliance over special tests and provision

This finding is in regards to National Student Loan Data System (NSLDS). The College was unable to locate its documentation for 3 out of 25 students selected for testing to support their change in status that was reported to the NSLDS. Additionally, during their compliance testing they noted 3 out of 25 students selected for testing where the College submitted the status information to the NSLDS site after the 60-day submission window. The Financial Aid Director has implemented controls to ensure that the Financial Aid department remains in compliance.

# Finding 2022-002-Controls and Noncompliance over special tests and provision

This finding is in regards to return of funds. The College's population of students identified as being subject to the return of the funds for the Fall 2022 semester was not correct, as it included students that were flagged as requiring a return of funds that were calculated incorrectly. The Financial Aid Director has developed additional steps in the tracking process. Additionally, the financial aid department will work with the information technology department to enhance the retrieval process for the student population.

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: FY24-VI.E

BOARD COMMITTEE	Board Meeting Date <u>FUNDING</u>	e: February 8, 2024		
Policy Finance Architectural X Other	Operating Grant F College Capital Studen Protection, Health and Special Safety			
	PROPOSAL SUMMARY			
	ent of the firm of Crowe, LLP to conduct an audit of or A copy of the engagement letter is attached.	ur financial statements for		
	ESTIMATED COST OR BENEFIT			
	The proposed fee amount is \$136,000.			
	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 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			
Motion to appoint the firm of Crowe, L June 30, 2024.	LP to conduct an audit of our financial statements fo	or the fiscal year ending		
* Are funds available in the budget? NA * Is this related to any previous Board action * Is this part of a large project requiring additional funds? (Explain) No	Approvals:  Controlled Treasurer  Cotil Rul  Appropriate Vice President  President	01/29/2024  Date 1/30/24 Date 1/30/24 Date		



Crowe LLP Independent Member Crowe Global

One Mid America Plaza, Suite 600 Oakbrook Terrace, IL 60181 Tel +1 630 574 7878 Fax +1 630 574 1608 www.crowe.com

January 26, 2024

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, 2024.

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 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 over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting 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 from the date the Financial Statements are 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.

Description of Services	Fee Amount
Audit of South Suburban College financial statements for the year ending June 30, 2024	\$136,000

We will invoice you as our services are rendered. In addition, our fee assumes two Single Audit major programs for fiscal year 2024, 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.

To offset various overhead expenses associated with providing professional services that are not directly invoiced, a business services fee will be billed at 5% of total invoiced fees and expenses prior to tax. The business services fee reflects our estimate of costs including but not limited to technology, data security, administrative support, processing support, and other 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.

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
	Christine Torres
Printed Name	Printed Name
	Partner
Title	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.

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. Upon full payment by Client, Crowe grants to Client a license to use for its business purposes any deliverables, including any other Work Product incorporated in such deliverables. 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 as well as any enhancements to any of the above ("Materials"). The foregoing ownership will be without any duty of accounting.

CLIENT DATA USAGE – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement; (b) as otherwise agreed upon in writing; (c) to further improve or develop our products and services; or (d) as necessary to comply with applicable law or professional standards.

DATA AGGREGATION & BENCHMARKING –Client 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.

USE OF THIRD PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-party products and solutions used to perform the Services or generate Work Product, or components thereof. 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.

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.

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 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 <a href="www.aicpa.org/prsummary">www.aicpa.org/prsummary</a>. 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® and SOC 2® 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

cbh.com



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.

Review Number: 592839

Thank you for your cooperation.

Sincerely,

Michael Wagner Chair, National PRC

+1.919.402.4502

cc: Jeffrey Sabetta, Jennifer Allen

Firm Number: 900010014904



		ITEM:	FY24-IX.F (Ne	ew Business Continued)
		Board	Meeting Date:	February 8, 2024
BOARD COMMITTEE		<u>FUNDING</u>		
Policy Finance Architectural Other	Operating College Capit Protection, He Safety		Grant Fui Student L Special L	_ife
	PROPOSAL SU	IMMARY		
Move that the Board of Trustees approve t and Career Success Center.	he elimination of	the Academic & C	areer Counseld	or positions in the College
EST	TIMATED COST	OR BENEFIT		
This action is cost neutral.				
This action aligns with Strategic Direction processes.	STIFICATION 5.4; Improve ope		es of all internal	structures and
	MOTIO	N		
Move that the Board of Trustees approve t and Career Success Center.	he elimination of	the Academic & 0	Career Counseld	or positions in the College
* Is this related to any previous Board action? * Is this part of a large project requiring	N/A No No	Appropriate Vice		2/1/24 Date 2/1/24
		President		Date

#### BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 510, SOUTH SUBURBAN COLLEGE, COOK COUNTY, ILLINOIS

#### RESOLUTION NO.

# RESOLUTION RE: DISCONTINUANCE OF POSITION "ACADEMIC AND CAREER COUNSELOR" AND NOTICES OF HONORABLE DISMISSAL

WHEREAS, the Public Community College Act (herein "the Act") provides that the Board of Trustees is authorized to decide to decrease the number of faculty members employed by the Board or to discontinue any particular type of teaching service or program, (110 ILCS 805/3B-5); and

WHEREAS, this Board of Trustees has received the reports and recommendations from members of the administration of the College regarding the needs and conditions of the College for the next ensuing school year; and

WHEREAS, the reports and recommendations so received indicate that the needs and conditions of the College warrant and justify the elimination of the position "Academic and Career Counselor" in the College & Career Success Center for the next ensuing school year; and

WHEREAS, this Board of Trustees deems it advisable, necessary and for the best interests of the College that the position "Academic and Career Counselor" be discontinued; and

WHEREAS, as a result of the elimination of the position "Academic and Career Counselor," and in accordance with the determinations of seniority and qualifications to teach required by Section 3B-5 of the Act and Article X of the collective bargaining agreement with the South Suburban College Faculty Association (herein, "the Agreement"), certain individual

employees of the College should be honorably dismissed from employment for the next ensuing school year.

NOW, THEREFORE, Be It Resolved by the Board of Trustees of Community College
District No. 510, South Suburban College of Cook County, County of Cook, Illinois, as follows:

<u>SECTION ONE</u>. That the preambles to this Resolution are hereby incorporated by reference into this Section One as if fully set forth and stated herein *verbatim*.

SECTION TWO. That this Board of Trustees finds and determines that the needs and conditions of this Community College District warrant and justify the elimination of the position "Academic and Career Counselor" in the College & Career Success Center for the next ensuing school year, and all such positions are hereby eliminated effective as of the conclusion of the current school year.

SECTION THREE. That this Board of Education finds and determines that, as a result of the elimination of the position "Academic and Career Counselor," the President of South Suburban College and her designees, if any, are hereby authorized and directed to take the following actions as required by the Act and the Agreement:

- With regard to each individual currently employed in the position "Academic and Career Counselor," determine their seniority in accordance with Section 10.1 of the Agreement and their qualifications to teach in accordance with Section 10.2 of the Agreement;
- ii. Take all necessary and appropriate steps to eliminate part-time or overload assignments in areas in which the affected faculty members are qualified to teach

- and have more seniority than other probationary faculty members or any other employees with less seniority who are presently employed, in accordance with Section 10.10 Subsection G of the Agreement;
- iii. If the elimination of such part-time or overload assignments is not sufficient to provide the affected faculty members, both those currently employed in the position "Academic and Career Counselor" and those less-senior employees in areas in which they are qualified to teach, with a normal full-time load, determine and identify all individuals whose assignments shall be reduced or whose employment shall be terminated due to layoff; and
- iv. Notify said individuals of their rights to an emergency sabbatical leave in accordance with Section 10.10 Subsection H of the Agreement, if qualified, or a leave of absence in accordance with Section 10.10 Subsection I of the Agreement, as well as the effective date of their layoff and period of recall in accordance with Section 10.11 of the Agreement and Section 3B-5 of the Act.

SECTION FIVE. That the Chairman and Secretary of this Board of Trustees are hereby authorized and directed to execute a true and correct copy of this Resolution and the President of South Suburban College is hereby authorized and directed to serve, or cause to be served, for and on behalf of this Board of Trustees, a copy of such executed Resolution, together with a Notice of this Board's decision to honorably dismiss such affected employees for the next ensuing school year by United States certified mail, return receipt requested, at their last known addresses indicated in the records of the College in the time and manner required by the Act and the

Agreement, which Notices of Honorable Dismissal shall be substantially in the form of Exhibit A, attached hereto and made a part hereof.

SECTION SIX. That this Resolution shall be in full force and effect forthwith upon its adoption.

ADOPTED: This 8th day of February, 2024, by the following roll call vote:

AYES:

NAY:

ABSTAIN:

ABSENT:

Chairman, Board of Trustees
Community College District No. 510

Community College District No. 510

#### **EXHIBIT A**

#### BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 510, SOUTH SUBURBAN COLLEGE, COOK COUNTY, ILLINOIS

#### NOTICE OF HONORABLE DISMISSAL

[DATE – NOT LATER THAN MARCH 4, 2024]

VIA U.S. MAIL, CERTIFIED, RETURN RECEIPT REQUESTED

TO: [EMPLOYEE NAME] [ADDRESS]

Dear [EMPLOYEE NAME]:

YOU ARE HEREBY NOTIFIED that the Board of Trustees of Community College District No. 510, South Suburban College of Cook County, Illinois, has decided that, in accordance with Section 3B-5 of the Illinois Public Community College Act (herein "the Act"), you shall be honorably dismissed from your employment as an employee of this College for the next ensuing school year. Therefore, you are hereby honorably dismissed from your employment effective at the close of the present 2023-2024 school year; to-wit: May 18, 2024, or such date as the school calendar may be extended.

The reasons for this action of the Board of Trustees are as follows: The needs and conditions of the College warrant and justify the elimination of the position "Academic and Career Counselor" in the College & Career Success Center for the next ensuing school year. As a result of this elimination of those positions for the next ensuing school year and in accordance with the sequence of honorable dismissals required by 3B-5 of the Act and Article X of the collective bargaining agreement with the South Suburban College Faculty Association (herein, "the Agreement"), you are one of the employees who must be honorably dismissed from your employment of this College for the next ensuing school year.

Article X, Section 10.10, of the Agreement provides that certain affected faculty members may be eligible for an emergency sabbatical (per subsection H) or a one-year leave of absence without pay (per subsection I). If you wish to request either, please contact me in writing at your earliest opportunity, but no later than fifteen (15) calendar days after the date of this letter.

As you may know, Section 3B-5 of the Act provides that, for the period of 24 months from the beginning of the school year for which a faculty member was honorably dismissed, such faculty member shall have a preferred right to reappointment to a position entailing services they are

#### EXHIBIT A

competent to render prior to the appointment of any new faculty member; provided that no non-tenured faculty member or other employee with less seniority shall be employed to render a service which a tenured faculty member is competent to render. Consequently, you should keep the School District informed if your contact information or qualifications change during this time period (i.e. through the 2025-2026 school year).

We appreciate your service to the College and wish you well in your future endeavors. Enclosed you will find a copy of the resolution adopted by the Board of Trustees which describes the reduction and elimination of positions and the honorable dismissal of affected employees.

Very truly yours,

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 510, COOK COUNTY, ILLINOIS

By: [sample not for signature]
President, South Suburban College

STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	)

#### CERTIFICATION OF RESOLUTION AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Community College District No. 510, South Suburban College of Cook County, County of Cook, Illinois (the "Board"), and that 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 copy of a resolution entitled:

#### RESOLUTION NO.

# RESOLUTION RE: DISCONTINUANCE OF POSITION "ACADEMIC AND CAREER COUNSELOR" AND NOTICES OF HONORABLE DISMISSAL

as adopted by the Board at its meeting held on the 8th day of February, 2024.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that 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 the conduct of said meeting and in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 8th day of February, 2024.

Secretary, Board of Trustees			



ITEM: FY24-VII.A.1

	Board Meeting Date:	February 8, 2024
OARD COMMITTEE	<u>FUNDING</u>	
	ge Capital Student ction, Health and Special I	Life
	OSAL SUMMARY	
Move that the Board of Trustees approve the resi Nursing Department, effective February 5, 2024,		
ESTIMATE	D COST OR BENEFIT	
N/A.		
ILIETIEIO	ATION OF ACTION	
Replacement of this position aligns with Strategic		irtures and emnowers
each student to succeed.	Direction 1.0, South Suburban College no	artures and empowers
	MOTION	
Move that the Board of Trustees approve the resi Nursing Department, effective February 5, 2024,		
	Approvals:	
Are funds available in the budget? N/A s this related to any previous Board action? No s this part of a large project requiring		
additional funds? (Explain) No	Linda Brown-Aldridge, DNP, RN	1/25/2024
	Originator	Date
	<u>K. Pígattí</u> Director of Human Resources	<u>1/25/24</u> Date
	Jaka & Williams	01/25/24
	Appropriate Vice President	Date
	Gjutter DyStokes	1/25/24
	President	Date

#### To Whom It May Concern:

I want to thank you for allowing me the opportunity to work at South Suburban College within the Nursing Department. After a conversation with Dr. Aldridge on Monday, I have determined that it is best that I resign from my position at South Suburban College. It has always been my dream to become a nurse educator. Unfortunately, I do not think South Suburban College is a good fit for me. I will miss my students. I wish the South Suburban College staff, faculty, and students well in their future endeavors. My official resignation date is February 5<sup>th</sup>.

Thanks,

Ms. Stallworth MSN, BSN, RN



ITEM: FY24-VII.A.2

		Е	Board Mee	ting Date: February 8, 2024
BOARD COMMITTEE		FUND	DING	
Policy Finance Architectural Other		e Capital ction, Health and	=	Grant Funded Student Life Special Levies
	PROPO	SAL SUMMARY		
Move that the Board of Trustees approve Relations and Resource Development in to advertise to fill the vacated position.				
ES	STIMATED	COST OR BENEF	-IT	
N/A				
J	USTIFIC <i>I</i>	ATION OF ACTIO	N	
Replacement of this position aligns with a college and improve the understanding a offered by the college.				
		MOTION		
Move that the Board of Trustees approve Relations and Resource Development in to advertise to fill the vacated position.				
			Ар	provals:
Are funds available in the budget? Is this related to any previous Board action?	N/A No			
Is this part of a large project requiring additional funds? (Explain)	No			
		K. Pigatti Director of Human	n Resource	1/30/24 s Date
		Spette De President	Stokes	

January 26, 2024

Board of Trustees South Suburban College 15800 South State Street South Holland, Illinois 60473

Dear Dr. Lynette D. Stokes,

I am writing to formally resign from my position as the Executive Director of Public Relations and Resource Development at South Suburban College. This decision has not been made lightly, but after careful consideration, I have accepted an opportunity that aligns with my career goals and provides the chance to elevate my career in public relations and organizational leadership. I am immensely grateful for the experiences and opportunities for professional growth that South Suburban College has provided me during my tenure. The decision to leave is undoubtedly a difficult one, but I believe it is a necessary step for my career development.

I have thoroughly enjoyed working with the talented and dedicated team at South Suburban College, and I am proud of the contributions we have made together. I have learned a great deal from each of my colleagues and have valued the relationships formed during my time here.

My last day will be March 15, 2024. During this time, I am more than willing to collaborate with my colleagues and team to facilitate a clear and effective transition of my responsibilities.

I want to express my deepest gratitude to everyone at South Suburban College for their support and collaboration. I am confident that the outstanding team in place will continue to achieve great success, and I wish the college continued growth and prosperity in the future. Thank you again for the opportunities and experiences. I look forward to maintaining the connections forged during my time at South Suburban College and wish the institution all the best.

Sincerely,

Zanetta Miller

Zanetta Miller



ITEM: FY24-VII.B.1

Board Meeting Date: February 8, 2024

1/23/24 Date

	board weeting bate. February 6, 2024
BOARD COMMITTEE	FUNDING
	ge Capital Student Life ction, Health and Special Levies
PROPO	DSAL SUMMARY
Move that the Board of Trustees approve the app Student Development Department, effective Febru	ointment of Sheila Swillum as a full-time Testing Technician in the uary 12, 2024.
ESTIMATE	D COST OR BENEFIT
This is a regular full-time position, classified Grade weeks per year with a beginning annual salary of \$	e VII on the Support Staff Salary Schedule; 35 hours per week, 52 \$39,749 plus benefits.
JUSTIFIC	ATION OF ACTION
This action aligns with Strategic Direction 2.7; Increservices and academic services.	rease student satisfaction and engagement across all support
	MOTION
Move that the Board of Trustees approve the app Student Development Department, effective Febru	ointment of Sheila Swillum as a full-time Testing Technician in the uary 12, 2024.
* Are funds available in the budget? Yes * Is this related to any previous Board action? No * Is this part of a large project requiring	Approvals:
additional funds? (Explain) No	Originator Date
	<u>K. Pigatti</u> 1/23/24 Director of Human Resources Date
	Appropriate Vice President Date
	Grette Di Stokes 1/23/24



# SOUTH SUBURBAN COLLEGE

# Personnel Recommendation

Position: Testing Technician	Date: 1.23.2024
Applications Received: 13 applications were received, 6 candidates	were qualified for the position.
Applicants Offered Interviews: 6	
Please list alphabetically the applicants who were interviewed for the pos Trijae Ann Danielle Anderson Phaedra Bullock* Deborah Haynes-Shegog* Javiere Reed Sheila Swillum*	sition:
*Denotes Internal Applicants  Recommend for employment: Sheila Swillum	
Beginning Date: February 12, 2024	Salary/Placement: GR VII/\$39,749.00
Originator A.D.Jones Digitally signed by A.D. Date: 2024.01.23 15:34	1 100 10 1
Dean/Vice President Devon Powell Digitally signed by Double 2024.01.24 09	
K. Pigatti Human Resources	Date_1/23/24
Lynette D. Stokes Digitally signed by Lynet Date: 2024.01.23 15:52:	te D. Stokes 05 -06'00' Date 1/23/24



ITEM: FY24-VII.B.2

	Board Meeting Date:	February 8, 2024
OARD COMMITTEE	<u>FUNDING</u>	
Finance Coll	erating Grant Full ege Capital Student L tection, Health and Special L ety	_ife
PROF	POSAL SUMMARY	
Move that the Board of Trustees approve the ap Admissions Department, effective February 12, 2		missions Assistant in the
ESTIMATI	ED COST OR BENEFIT	
This is a regular full-time position, classified Gradweeks per year with a beginning annual salary or		; 35 hours per week, 52
JUSTIFIC	CATION OF ACTION	
This action aligns with Strategic Direction 2.7; Inservices and academic services.	crease student satisfaction and engagemer	t across all support
	MOTION	
Move that the Board of Trustees approve the app Admissions Department, effective February 12, 2		ssions Assistant in the
are funds available in the budget? Yes	Approvals:	
this related to any previous Board action? No this part of a large project requiring dditional funds? (Explain) No	Originator	01/26/24 Date
	_K. Pigattiv Director of Human Resources	<u>1/30/24</u> Date
	Appropriate Vice President	<u>1/30/24</u> Date
	Gjutter DyStokes	1/30/24

President

Date



# Personnel Recommendation

Position: Admissions Assistant	Date: 01/26/2024
Applications Received: 49 applications were received,	4 candidates were qualified for the position.
Applicants Offered Interviews: 4	
Please list alphabetically the applicants who were interv Sonae Bishop Latrice Gogins Javiere Reed *Gloria Ruiz	viewed for the position:
*Denotes Internal Applicants	
Recommend for employment: Gloria Ruiz	
Beginning Date: 02/12/2024	Salary/Placement: \$39,749.00
Originator	Date 01/26/24
Dean/Vice President	Date01/26/24
Human ResourcesK. Pigatti	Date1/30/24
President Spette Ny Hokes	Date 1/30/24



ITEM: FY24-VII.B.3

	Board Meeting Date: February 8, 2024
OARD COMMITTEE	<u>FUNDING</u>
Policy         x         Operate           Finance         College           Architectural         Protect           Other         Safety	e Capital Student Life tion, Health and Special Levies
PROF	POSAL SUMMARY
	intment of Latrice Jones as a full-time Manager of Registration 8 t, effective February 12, 2024, pending successful completion of
ESTIMATED	COST OR BENEFIT
This is a full-time, technical professional exempt (T beginning annual salary of \$44,075 plus benefits, the pending FY25 compensation increase may at t	PE) position; 40 hours per week, 52 weeks per year with a Upon successful completion of a six-month probationary period, hat time be applied.
JUSTIFICA	TION OF ACTION
This action aligns with Strategic Direction 2.7; Increservices and academic services.	ease student satisfaction and engagement across all support
	MOTION
	intment of Latrice Jones as a full-time Manager of Registration ent, effective February 12, 2024, pending successful completion
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	Approvals:    Line   Li
	Nim Pigatti Director of Human Resources 1/30/24
	Appropriate Vice President Date
	Fresident Date



# Personnel Recommendation

Position: Manager of Registration & Records	Date: 01/26/2024
Applications Received: 7 applications were received, 3 qualified for the posi-	ition.
Applicants Offered Interviews: 3	
Please list alphabetically the applicants who were interviewed for the position:	
Latrice Jones April Palmer Jaleisha Reed	
Denotes Internal Applicants	
Recommend for employment: Latrice Jones	
Beginning Date: 2/12/2024 Salary/Place	ement: <u>\$44,075.00</u>
Originator — Toxial Whitted	Date 01/26/2024
Dean/Vice President Devon Powell Digitally signed by Devon Powell Date: 2024.01.30 10:51:17 -06'00'	Date 01/30/2024
K. Pigatti Human Resources	Date_1/30/24
President Lynette D. Stokes Digitally signed by Lynette D. Stokes Date: 2024.01.26 15:48:38 -06'00'	Date_1/26/24



ITEM: FY24-VII.C.1

	Board Meeting Date:	February 8, 2024
BOARD COMMITTEE	FUNDING	
Finance Col	erating Grant Fur lege Capital Student L tection, Health and Special L	ife
PRO	POSAL SUMMARY	
Move that the Board of Trustees grant tenure Haynes (Nursing), Lucus Gunby (Barbering).		ademic year: Dr. Ginah
ESTIMAT	ED COST OR BENEFIT	
Based upon the continuing placement on the Fa	culty Salary Schedule.	
JUSTIF	ICATION OF ACTION	
Association Agreement and are being recomme (Barbering). This action will assist in providing a prepared student body. This action aligns with Sempowers each student to succeed.  Move that the Board of Trustees grant tenure to	credit courses and associate degree progran Strategic Direction 1.0; South Suburban Colle  MOTION	ns for an academically ege nurtures and
Lucus Gunby (Barbering).		
* 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	Jaka & Williams Originator	<u>1-29-24</u> Date
	<u>K. Pígattí</u> Director of Human Resources	<u>1/30/24</u> Date
	Jaska & Williams	01-29-24
	Appropriate Vice President	Date
	Grette De Stokes  President	<u>1/30/24</u> Date



# South Suburban College

# Dean of Nursing

#### MEMORANDUM

TO:

Dr. Tasha Williams, Vice President of Academic Services

FROM:

Dr. Linda Brown-Aldridge, DNP, RN

Date:

January 24, 2024

SUBJECT:

Tenure Recommendation for Ginah Haynes, DNP, RN

The Tenure Committee, Naomi West, Christine Calhoun, 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. G. Haynes. During this discussion, the committee reviewed students, faculty, and administrator's evaluations. Below is a summary of Dr. Haynes's teaching effectiveness, outreach to students, and contributions to the nursing department and college, and professional development.

#### Teaching Effectiveness:

Dr. Haynes was observed in the classroom, clinical, and laboratory setting. She has taught theory in multiple levels of the Medical-Surgical and Fundamental of Nursing courses in the associate degree in nursing curriculum. She has taught both the theory didactic and clinical sections in Fundamentals and Medical Surgical 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 provides remediation for 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. Haynes 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 and virtually for extra support. Dr. Haynes works to establish a professional rapport with the students to assist in their professional development. Part of her tenure activities included becoming the faculty liaison and sponsor for the National

"Our Mission is to Serve our Students and the Community through lifelong learning."

Student Nurses Association chapter. She chaperoned a trip for the group to Springfield, IL to participate in the state-wide Student Nurses Political Action Day in April 2023.

### Contributions to the Department of Nursing and the College

Dr. Haynes has attended the required faculty meeting and has participated in meetings related to the ACEN accreditation process. She contributes to the meeting discussions, volunteers to assist and shares creative ideas. She aids the new faculty and adjunct faculty with getting acclimated in the nursing department.

In addition, she has taken on the faculty leadership for the National Student Nurses Association for the department. She participated on committees for the Nursing Department's Curriculum and the college-wide Student Disciplinary Committees.

#### Professional Development

Dr. Haynes regularly reads professional nursing journals, attended virtual conferences, and completed numerous online nursing education seminars using Nurse Tim and ATI academy and other resources. She attended and assisted with the ACEN initial accreditation activities. Dr. Haynes is also completing classes for her Acute Care Nurse Practitioner certification.

The committee concurs that Dr. Haynes continues to use teaching strategies that are conducive to student learning and engagement. Our nursing students' performance on standardized specialty examinations mean scores were higher than the national mean scores. Dr. Haynes' teaching effectiveness contributed to the success of our graduates on the NCLEX-RN examination over the past three years. In addition, students have evaluated Dr. Haynes very favorably and feel she challenges them to excel in their educational pursuit.

We are pleased with her progress and development as a faculty in nursing education and agree that she is an asset to the nursing department. Therefore, without hesitation, we recommend tenure for Dr. Ginah Haynes.

Dean of Nursing Linda Brown-Aldridge

rown Celdudce, DNP. RN

Tenure committee faculty Naomi West

Tenure committee faculty Christine Calhoun

"Our Mission is to Serve our Students and the Community through lifelong learning."



"Our Mission is to Serve our Students and the Community through lifelong learning."

#### INTEROFFICE MEMORANDUM

To: Vice President Tasha Williams

From: Anna M. Helwig Ph.D. Date: January 25, 2024

Subject: Tenure Recommendation-Lucas Gunby

The tenure evaluation committee for Mr. Lucas Gunby (consisting of Anna Helwig, Christine Calhoun, Rich Evans) recommends Mr. Gunby to 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 process for Lucas.

Over the course of three years, the tenure evaluation committee members have reviewed student evaluations, self-evaluation and course syllabi and instructional materials. Committee members made classroom visits, submitted written evaluations and discussed their observations with Mr. Gunby. He readily incorporates their suggestions each year. The tenure evaluation committee also reviewed his teaching portfolio on an annual basis. He has successfully completed all aspects of the evaluation process as outlined in the contract but even more has demonstrated year after year an unwavering commitment to the students and college community.

It is our recommendation that Mr. Lucas Gunby be granted tenure beginning with the 2024-2025 academic year.

Anna M. Helwig-Dean

anna M. Helug

Rich Evans

Christine Calhoun

c.c. Tenure Evaluation Committee Members
Lucas Gunby
Jamie Welling



ITEM: FY24-VII.D.1

	Board Meeting Date:	February 8, 2024
BOARD COMMITTEE	FUNDING	
Other Safety		ife
Move that the Board of Trustees reappoint the followant of Antoinett Lane (Social & Behavioral Sciences) la Childhood Education), Todd Reed (Art & Design).	owing non-tenured faculty for the 202	24/2025 academic year: amantha Murray (Early
ESTIMATED CO	OST OR BENEFIT	
Based upon the continuing placement on the Faculty S	Salary Schedule.	
JUSTIFICATION	ON OF ACTION	
The following faculty members have been evaluated in Association Agreement and are being recommended f Sciences) Ian Sharping (Legal Studies), Dr. Saman Instructor/Program Coordinator), Todd Reed (Art 8 and associate degree programs for an academically p Direction 1.0; South Suburban College nurtures and elegant contents of the program of the suburban College nurtures and elegant contents of the suburban College nurtures a	for reappointment: Antoinett Lane (Southa Murray (Early Childhood Educa & Design). This action will assist in progrepared student body. This action align	ocial & Behavioral tion oviding credit courses
MO	TION	
Move that the Board of Trustees reappoint the followin Antoinett Lane (Social & Behavioral Sciences) lan Childhood Education), Todd Reed (Art & Design).		
* 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	Approvals:  Jaha & Williams  Originator  K. Pigatti  Director of Human Resources  Jaha & Williams	1-29-24 Date 1/30/24 Date
	Appropriate Vice President	Date

Fresident 1/30/24



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#### INTEROFFICE MEMORANDUM

Vice President Tasha Williams

From: Anna M.Helwig Ph.D. Date: January 24, 2024

Subject: Tenure Process Recommendation-Antoinett Lane

The tenure evaluation committee for Antoinett Lane (consisting of Anna Helwig, Suha Mohammed, 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 second 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 studentcentered 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 2024-2025 academic year.

anna M. Helug

Anna M. Helwig-Dean

Lakesha Lakesha Jefferson Suha Mohammed
Suha Mohammed

Tenure Evaluation Committee Members C.C. Antoinett Lane Jamie Welling



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#### INTEROFFICE MEMORANDUM

To: Vice President Tasha Williams

From: Anna M.Helwig Ph.D. Date: January 24, 2024

Subject: Tenure Process Recommendation-lan Sharping

The tenure evaluation committee for Ian Sharping (consisting of Anna Helwig, Becky Walters, 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 second 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 his 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. He has made considerable contributions to the college outside of his department serving as an advisor for the Nursing ACEN accreditation process, contributed to the NCRA reapproval process for the Court reporting program and taken on a leadership role in the Faculty Development committee.

It is our recommendation that Ian Sharping be rehired for the 2024-2025 academic year.

anna M. Helug

Anna M. Helwig-Dean

LaTherese Cooke

Becky Walters

lamie Welling

c.c. Tenure Evaluation Committee Members lan Sharping

Jamie Welling



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#### INTEROFFICE MEMORANDUM

To: Vice President Tasha Williams

From: Anna M.Helwig Ph.D. Date: January 24, 2024

Subject: Tenure Process Recommendation-Samantha Murray

The tenure evaluation committee for Dr. Samantha Murray (consisting of Anna Helwig, Keith Collett, Jennifer Kraft, Becky Walters) recommends Dr. Murray 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 Samantha.

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 Dr. Murray. The tenure evaluation committee also reviewed her teaching portfolio. She has successfully completed all aspects of the evaluation process as outlined in the contract as well as the New Faculty Orientation program. She has demonstrated a focus on student-centered teaching and a commitment to the Early Childhood program and contributing to the overall college community.

It is our recommendation that Dr. Samantha Murray be rehired for the 2024-2025 academic year.

Anna M. Helwig-Dean

anna M. Helug

\_

Jennifer Kraft

Keith Collett

Secky Walters

c.c. Tenure Evaluation Committee Members Samantha Murray

Jamie Welling



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#### INTEROFFICE MEMORANDUM

To: Vice President Tasha Williams

From: Anna M. Helwig Ph.D. Date: January 24, 2024

Subject: Tenure Process Recommendation-Todd Reed

The tenure evaluation committee for Mr. Todd Reed (consisting of Anna Helwig, Godwin Chou, Eric Tucker, Pam Planera) recommends Mr. Reed 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 Todd.

The tenure evaluation committee members have reviewed student evaluations, self-evaluation, course syllabi and instructional materials. Committee members made classroom visitations, submitted written evaluations and discussed their observations with Mr. Reed. The tenure evaluation committee also reviewed his teaching portfolio. He has successfully completed all aspects of the evaluation process as outlined in the contract as well as the New Faculty Orientation program. He has demonstrated a focus on student-centered teaching and a commitment to his department and overall college community.

It is our recommendation that Mr. Todd Reed be rehired for the 2024-2025 academic year.

Anna M. Helwig-Dean

anna M. Heling

Godwin Chou

Pamela Planera

Eric Tucker

Pam Planera

c.c. Tenure Evaluation Committee Members Todd Reed

Jamie Welling



ITEM: FY24-VII.E.1

	Board Meeting Date:	February 8, 2024
BOARD COMMITTEE	<u>FUNDING</u>	
	ge Capital Student L ction, Health and Special L	ife
PROPO	DSAL SUMMARY	
Move that the Board of Trustees approve the nor College, at the completion of the Spring, 2024 sen		I Instructor in the Barber
ESTIMATE	D COST OR BENEFIT	
N/A.		
JUSTIFIC	ATION OF ACTION	
Zachary Morris has been evaluated in accordance Agreement. This action will assist in providing crec prepared student body. This action aligns with Straempowers each student to succeed.	dit courses and associate degree program	s for an academically
	MOTION	
Move that the Board of Trustees approve the nor College, at the completion of the Spring, 2024 sem		Instructor in the Barber
* 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:	
	Tasha S. Williams Originator	1-26-24 Date
	K. Pigatti  Director of Human Resources	_1/26/24_ Date
	Tasha S. Williams Appropriate Vice President	<u>1-26-</u> 24 Date
	Spetter De Stokes	1/26/24

President

Date



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#### INTEROFFICE MEMORANDUM

To: Vice President Tasha Williams

From: Anna M.Helwig Ph.D. Date: January 24, 2024

Subject: Tenure Process Recommendation-Zachary Morris

The tenure evaluation committee for Mr. Zachary Morris (consisting of Anna Helwig, James Simpson, Kim Marks, Ona Johnson) does not recommend Mr. Morris to 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.

Upon review, Mr. Morris did not meet the expectations outlined by the tenure process. His tenure portfolio did not include all of the necessary components, was not clearly organized and was submitted beyond the deadline. While he demonstrated a strong rapport with the students, he failed to meet the remainder of his faculty responsibilities. He only completed 25% of the New Faculty Orientation program and demonstrated unprofessional conduct on multiple occasions.

The committee, for these reasons, is not able to recommend to rehire Mr. Morris beyond the current academic year.

anna M. Helug

Anna M. Helwig-Dean

ames Simpson

Kim Marks

Ona Johnson

Johnson

c.c. Tenure Evaluation Committee Members
Zachary Morris
Jamie Welling



ITEM: FY24-VII.F.1

Board Meeting Date: February 8, 2024

BOARD COMMITTEE	<u>FUNDING</u>	
Policy x	Operating Grant Funded College Capital Student Life Protection, Health and Special Levies Safety	
	ROPOSAL SUMMARY	
Move that the Board of Trustees reappoint	e attached list of Administrators for fiscal year 2025.	
ESTIMATED COST OR BENEFIT		
N/A		
JUS	TIFICATION OF ACTION	
	eappointments of Administrators. The list of Administrators for fiscal a Strategic Direction 2.5; Provide improved student experiences across	
	MOTION	
Move that the Board of Trustees reappoint	ne attached list of Administrators for fiscal year 2025.	
* 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	Approvals:	
	President Date 1/30/24	

#### **Administrative Staff**

Name Position

Matthew Beasland Executive Director of Extension Services & Workforce

Development

Linda Brown Aldridge Dean of Nursing

Christina Gutierrez Director of Student Activities

Anna Helwig Dean of Liberal Arts & Sciences

Tyhani Hill Treasurer/Controller Megan Hughes Dean of Allied Health

Anissa Jones Dean of Student Development

Tiffane Jones Executive Director of Enrollment Management
James Martin Executive Director of Information Technology

Lisa Miller Director of Teaching, Learning and Distance Education

Justin Papp Director of Physical Plant

Devon Powell Vice President of Student & Enrollment Services

Kevin Riordan Director of Institutional Research
Patrick Rush Vice President of Administration

Steve Ruzich Athletic Director

Lisa Santoro Director of Information Technology

Avianca Taylor Director of Financial Aid

Tenial Whitted Director of Registration & Records

Ramonde Williams Chief of Police

Tasha Williams Vice President of Academic Services

January 2024



# ADMINISTRATOR AGREEMENT VICE-PRESIDENT/TREASURER

THIS AGREEMENT, made this 1<sup>st</sup> day of July, 2024, by and between the BOARD OF SOUTH SUBURBAN COLLEGE DISTRTICT NO. 510, COOK COUNTY, ILLINOIS (hereinafter the "BOARD" or the "COLLEGE"), and <u>«First Name Last Name»</u> (hereinafter "ADMINISTRATOR"), has been approved by an action taken at the meeting of the BOARD held MONTH XX, 2024.

#### WITNESSETH:

WHEREAS, the BOARD desires to contract for retaining the services of ADMINISTRATOR, in the position of <u>«Title»</u>, 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:

- TERM OF AGREEMENT The term of this Agreement is from July 1, 2024 to June 30, 2025, 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
  contract will be renewed from year to year after its expiration on June 30, 2025.
- 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;
  - 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 <a href="mailto:sexSalary">sexSalary</a> effective July 1, 2024. In consideration of the above said annual base salary, it is expected that ADMINISTRATOR will be on the premises of the COLLEGE¹ 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 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

<sup>&</sup>lt;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.

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, ADMINISTATOR'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 in two-hour increments, and in no event may ADMINISTRATOR take less than a two-hour increment 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 in two-hour increments, and in no event may ADMINISTRATOR take less than a two-hour increment of 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 in two-hour increments, and in no event may ADMINISTRATOR take less than a two-hour increment 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 <u>\$Flexible Benefit</u> dollars ((\$Flexible Benefit Dollars) per year of payment of medical, dental, vision and life insurance premiums. Any amount in excess of <u>\$Flexible Benefit</u> dollars shall be paid by ADMINISTRATOR. If ADMINISTRATOR does not use the entire <u>\$Flexible Benefit</u> 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. 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 1st 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 five (5) 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 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

Mr. Christopher L. Petrarca cc:

Petrarca, Gleason, Boyle & Izzo, LLC 1415 West 22<sup>nd</sup> Street - Suite 200

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, 2024, by and between the BOARD OF SOUTH SUBURBAN COLLEGE DISTRTICT NO. 510, COOK COUNTY, ILLINOIS (hereinafter the "BOARD" or the "COLLEGE"), and <u>«First Name Last Name»</u> (hereinafter "ADMINISTRATOR"), has been approved by an action taken at the meeting of the BOARD held MONTH XX, 2024.

#### WITNESSETH:

WHEREAS, the BOARD desires to contract for retaining the services of ADMINISTRATOR, in the position of <u>«Title»</u>, 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:

- TERM OF AGREEMENT The term of this Agreement is from July 1, 2024 to June 30, 2025, 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, 2025.
- 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;
  - 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;
  - 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 <a href="mailto:sexSalary">sexSalary</a> effective July 1, 2024. In consideration of the above said annual base salary, it is expected that ADMINISTRATOR will be on the premises of the COLLEGE¹ 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 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

<sup>&</sup>lt;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.

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, ADMINISTATOR'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 in two-hour increments, and in no event may ADMINISTRATOR take less than a two-hour increment 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 in two-hour increments, and in no event may ADMINISTRATOR take less than a two-hour increment of 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 in two-hour increments, and in no event may ADMINISTRATOR take less than a two-hour increment 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 ((\$Flexible Benefit Dollars) 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 five (5) 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 1st for retirement at the conclusion of the academic year OR by July 15th 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. Christopher L. Petrarca Petrarca, Gleason, Boyle & Izzo, LLC 1415 West 22<sup>nd</sup> Street – Suite 200 Oak Brook, Illinois 60523 If to ADMINISTRATOR:

«First\_Name» «Last\_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: FY24-VII.G.1

Board Meeting Date: February 8, 2024

BOARD COMMITTEE	FUNDING	
Finance Architectural	Operating Grant Funded College Capital Student Life Protection, Health and Special Levies Cafety	
P	ROPOSAL SUMMARY	
Move that the Board of Trustees reappoint year 2025.	he attached list of Technical Professional Exempt (TPE) staff for	fiscal
ESTIN	ATED COST OR BENEFIT	
N/A		
	IFICATION OF ACTION	
Each year the Board of Trustees considers rather TPE staff for fiscal year 2025 is attached. The experiences across all areas of the college.	eappointments of Technical Professional Exempt (TPE) staff. The list action aligns with Strategic Direction 2.5; Provide improved stude	st of ent
	MOTION	
Move that the Board of Trustees reappoint year 2025.	he attached list of Technical Professional Exempt (TPE) staff for	fiscal
* Are funds available in the budget? Yes	Approvals:	
* Is this related to any previous Board action? No * Is this part of a large project requiring additional funds? (Explain) No		
	President 1/30/24 Date	

#### Technical-Professional-Exempt Staff

Name

Position

Jamie Ackley

Manager of Instructional Design

Peggy Bette

Manager of Business & Accounting

Donna Bradford

C3 Database and Program Compliance Coordinator

Odell Braziel

Manager of Information Technology

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

Leslie Glenn

Manager of Salon

Corrie Gray

Executive Assistant to the Vice-President of Student & Enrollment

Services

Kevin Hickey

Manager of Maintenance & Engineering

Alisia Hill

Manager/Instructor Basic Nurse Assistant Program

Valerie Jackson

Human Resources Generalist

Joseph Marjan

Manager of Physical Plant Night Operations

Donna Martin

Manager of Network Systems

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

George Pettit

Manager of Communication Services

Corrie Phillips

Manager of Public Relations and Resource Development

John Pigatti

Manager of Athletic Recruitment, Retention & Transfer

Williams Radtke

Manager of Academic Assistance Center

Robert Reynolds

Manager of Microcomputer Analysts, Help Desk & Telecommunications

Raymond Vogel

Manager of Physical Plant Day Operations

Danielle Whitted

Manager of Student Programming

\* Lilli Willingham

Manager of Financial Aid

Iason Wroda

Manager of Internal Controls & Compliance

January 2024

<sup>\*</sup>Upon Completion of Probationary Period



# TECHNICAL/PROFESSIONAL/EXEMPT AGREEMENT

THIS AGREEMENT, made this 1<sup>st</sup> day of July 2024, by and between the BOARD OF SOUTH SUBURBAN COLLEGE DISTRICT NO. 510, COOK COUNTY, ILLINOIS (hereinafter the "BOARD" or the "COLLEGE"), and <u>«First Name Last Name»</u> (hereinafter the "TPE"), has been approved by an action taken at the meeting of the BOARD held on MONTH XX, 2024.

#### WITNESSETH:

WHEREAS, the BOARD agrees to retain the services of the TPE, in the position of <u>«Title»</u>, 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, 2024 to June 30, 2025, 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, 2025.
- 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.
- 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;
  - 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 \$«Salary» effective July 1, 2024. In consideration of the above said annual base salary, it is expected that TPE will be on the premises of the COLLEGE¹ 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 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

<sup>&</sup>lt;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.

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.

- 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 in two-hour increments, and in no event may TPE take less than a two-hour increment 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 in two-hour increments, and in no event may TPE take less than a two-hour increment of 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 4th.
- 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 in two-hour increments, and in no event may TPE take less than a two-hour increment 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 (\$Flexible Benefit Dollars) 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 five (5) 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

Lynette D. Stokes, Ed.D., President

SOUTH SUBURBAN COLLEGE DISTRICT #510

15800 South State Street

South Holland, Illinois 60473

cc:

Mr. Christopher L. Petrarca

Petrarca, Gleason, Boyle & Izzo, LLC

1415 West 22<sup>nd</sup> Street - Suite 200

Oak Brook, Illinois 60523

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:	

Dr. Lynette Stokes, President

Date:	Date:	



### SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VII.H.1

Board Meeting Date: February 8, 2024

BOARD COMMITTEE	FUNDING
Policy Finance Architectural Other	Operatingx Grant Funded College Capital Student Life Protection, Health and Special Levies Safety
	PROPOSAL SUMMARY
Move that the Board of Trustees reappoin	the attached list of Grant-funded staff for fiscal year 2025.
ES	MATED COST OR BENEFIT
N/A	
JL	TIFICATION OF ACTION
	reappointments of Grant-funded staff. The list of Grant-funded staff for ns with Strategic Direction 2.5; Provide improved student experiences
	MOTION
Move that the Board of Trustees reappoin	the attached list of Grant-funded staff for fiscal year 2025.
* Are funds available in the budget? Yes * Is this related to any previous Board action? N * Is this part of a large project requiring additional funds? (Explain) No	Approvals:
	President Date

### **Grant Staff**

	<u>Name</u>	Position	Hours
	Lakesha Baker	Early College Programs Coordinator	40
	Anita Barnett-Clemons	Project Manager of WEI	40
	Destinee Carter	Student Success Advisor/MHEAC	40
***	Adilene Castillo	Manager of Adult Education	40
**	Kenneth Cohn	Director of Workforce Development	40
*	Shawnell Conyers	ABE/ASE/ESL Assessment Secretary	40
***	Luke Fikejs	Sustainability Coordinator	40
	Rebecca Garcia	Highway Construction Careers Training Program Manager	40
	Alexandra Glumac	Program Director of Multicultural Wellness Center	40
	Tangela Griffin	Student Success Advisor (PATH)	40
	Maria Diana Gutierrez	Manager of ESL	40
	Deborah Haynes-Shegog	Highway Construction Careers Training Program Assistant	40
	Marrion Jackson	WEI Grant Assistant	40
	Joseph Jeter	Business Service Representative	40
*	Camille Johnson	Lead ABE/ASE Instructor	30
*	Mary McCaskey-Thompson	Adult Education Secretary	40
	Ashley McCray	Project Coordinator, PATH/WEI	40
	Glady Middleton	Business Service Representative	40
	Jillane Newsom	Student Success Advisor(WEI)	40
	Maria Pittman	Youth Career Coach	40
*	Venese Regan	ELA Paraprofessional	25
	Frank Roberts	Dislocated Career Coach	40
	David Stephens	Literacy Grant Manager	40
**	Raylynn Stokes	Director of Adult Education	40
	Joanna Tassin	Sustainability Program Specialist	40
	Dawn Foster-Taylor	Transitions Advisor Adult Education	40
*	Mary Viehweg	ELA Instructor/Coordinator	30
	Bridgett Walters	Workforce Partnership Coordinator	40
	Brianna Wells	Manager of Workforce Development	40

January 2024

<sup>\*10-</sup>month salary \*\*Grant-Funded Administrator \*\*\*Upon Completion of Probationary Period



## GRANT-FUNDED EMPLOYEES AGREEMENT

THIS AGREEMENT, made this 1<sup>st</sup> day of July, 2024, by and between the BOARD OF SOUTH SUBURBAN COLLEGE DISTRICT NO. 510, COOK COUNTY, ILLINOIS (hereinafter the "BOARD" or the "COLLEGE"), and <u>«First Name Last Name»</u> (hereinafter "GRANT-FUNDED EMPLOYEE"), has been approved by an action taken at the meeting of the BOARD held MONTH XX, 2024.

#### WITNESSETH:

WHEREAS, the BOARD desires to contract for retaining the services of the GRANT-FUNDED EMPLOYEE, in the position of <u>«Title»</u>, 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, 2024 to June 30, 2025, 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, 2025.
- 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 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 GRANT-FUNDED EMPLOYEE shall be responsible for the following:
  - **a.** Aiding the assigned supervisor, or any other supervisor as may be assigned;
  - 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 <u>\$«Salary»</u> effective July 1, 2024. 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 COLLEGE¹ during normal working hours and devote at least <u>«Hours»</u> 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

<sup>&</sup>lt;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 in two-hour increments, and in no event may GRANT-FUNDED EMPLOYEE take less than a two-hour increment 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 in two-hour increments, and in no event may GRANT-FUNDED EMPLOYEE take less than a two-hour increment of 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 in two-hour increments, and in no event may GRANT-FUNDED EMPLOYEE take less than a two-hour increment 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 <u>\$Flexible Benefit</u> dollars (\$Flexible Benefit Dollars) per year for payment of medical, dental, vision and life insurance premiums. Any amount in excess of <u>\$Flexible Benefit</u> dollars shall be paid by GRANT-FUNDED EMPLOYEE. If GRANT-FUNDED EMPLOYEE does not use the entire <u>\$Flexible Benefit</u> 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. Upon separation, due to lack of grant funds, termination, or resignation, no unused accrued vacation days nor flex benefit dollars will be paid out to GRANT-FUNDED EMPLOYEE. GRANT-FUNDED EMPLOYEE is encouraged to use any unused accrued vacation days prior to the last day worked.

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. Christopher L. Petrarca

Petrarca, Gleason, Boyle & Izzo, LLC 1415 West 22<sup>nd</sup> Street – Suite 200

Oak Brook, Illinois 60523

If to GRANT-FUNDED EMPLOYEE: «First\_Name» «Last\_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:



# SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VII.I.1

Board Meeting Date: February 8, 2024

BOARD COMMITTEE	FUNDING			
Finance Architectural	perating Grant Funded ollege Capital Student Life rotection, Health and Special Levies afety			
F	OPOSAL SUMMARY			
	al to change the job title of Associate Vice President of Accreditation & tor of Accreditation & Institutional Effectiveness, and to approve the ion Services and Workforce Development.			
ESTIMATED COST OR BENEFIT				
	ha Williams, will receive a \$10,000 annual pay increase to provide ension Services and Workforce Development.			
JUSTIFICATION OF ACTION				
This action aligns with Strategic Direction 1. succeed.	South Suburban College nurtures and empowers each student to			
MOTION				
Move that the Board of Trustees grant approval to change the job title of Associate Vice President of Accreditation & Institutional Effectiveness to Executive Director of Accreditation & Institutional Effectiveness, and to approve the proposed restructure of the Division of Extension Services and Workforce Development.				
* 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	Approvals:			
	<u>K. Pigatti</u> <u>2/1/24</u> Director of Human Resources Date			
	Fresident Date			

# SOUTH SUBURBAN COLLEGE South Holland, Illinois

### JOB DESCRIPTION

JOB TITLE: Executive Director of Accreditation & Institutional Effectiveness

**Division:** President's Office **SUPERVISOR:** President **DATE:** January 18, 2024

### JOB SUMMARY:

Under the general direction of the President and Executive Leadership team, provide leadership in the design, development, coordination, implementation and evaluation of institutional effectiveness, including responsibility for institutional assessment, institutional research, accreditation processes and institutional strategic planning.

### **RESPONSIBILITIES AND DUTIES:**

- Direct activities associated with Institutional effectiveness, including institutional assessment and planning.
- 2. Leads the HLC accreditation processes at the institution. This person will serve as the college's HLC Accreditation Liaison Officer.
- 3. Provides leadership and direction to the Deans and Program Coordinators with their program accreditations and approvals.
- 4. Lead processes related to the development and maintenance of the Institutional Strategic Plan, in conjunction with the Executive Leadership team.
- 5. Lead processes related to Institutional Research, and provides direct supervision to the Director of Institutional Research, in support of college strategies and activities.
- With processes related to assessment of student learning, assists the Chief Academic Officer and Outcomes Assessment Committee, task forces, and other groups established to support assessment including co-curricular assessment.
- 7. Lead processes related to institutional outcomes assessment.
- 8. Develop and lead continuous quality improvement processes across the institution.
- 9. Identify both institutional and environmental strengths, challenges, trends and opportunities for innovation and growth.
- 10. Ensure that all activities are conducted within the established guidelines of the FERPA (Family, Educational Rights & Privacy Act).

- Provides administrative oversight for financial management within the department, including budget reporting and data analysis for institutional research.
- 12. Other Duties as assigned.

### **MINIMUM QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

## **EDUCATION and/or EXPERIENCE:**

- Master's Degree from a regionally accredited institution.
- Minimum of 5 years direct work experience with HLC and programmatic accreditations.
- 3-5 years of direct experience in professional management in a corporate, government, or academic setting.
- Demonstrated leadership, planning, project management, and supervisory skills.
- Knowledge in different software packages including Microsoft Office
- Financial management skills including budget reporting and data analysis experience.
- Strong organizational and interpersonal skills and the ability to develop staff members.
- Ability to communicate effectively, verbally and in writing.
- Ability to establish and maintain effective working relationships with all levels of college staff, college departments, as well as units external to the organization.
- Proven Ability to work with stakeholders including students, funders, state agencies, faculty, staff, businesses, and industry.
- Must successfully pass a criminal background check.

## **Preferred Qualifications:**

- Doctorate Degree preferred from a regionally accredited institution.
- 5+ years of experience in higher education, community college experience preferred.



# SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VII.J.1

Board Meeting Date: February 8, 2024

	Dodid Meeting Date. 1 ebidary 0, 2024
BOARD COMMITTEE	FUNDING
Policy	Operating Grant Funded College Capital Student Life Protection, Health and Special Levies Safety
	PROPOSAL SUMMARY
Move that the Board of Trustees approve	e the College President's contract, effective July 1, 2024-June 30, 2027.
ES	STIMATED COST OR BENEFIT
The length of the Collge President's cont increases: Year One: 3% Year Two: 3% Year Three: 3%	tract is July 1, 2024-June 30, 2027, with the following annual salary
JI	USTIFICATION OF ACTION
	n 3.0; South Suburban College will ensure the financial, physical, and pport educational programs and promote continuous innovation and
	MOTION
Move that the Board of Trustees approve	e the College President's contract, effective July 1, 2024-June 30, 2027.
Are funds available in the budget? Yes	Approvals:
Is this related to any previous Board action? No string additional funds? (Explain) No	lo
	Tunk Della
	President Date

# PRESIDENT'S EMPLOYMENT CONTRACT DR. LYNETTE D. STOKES

THIS AGREEMENT, entered into by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 510, COUNTY OF COOK AND STATE OF ILLINOIS ("SOUTH SUBURBAN COLLEGE" and/or "Board"), an Illinois Community College and DR.LYNETTED.STOKES, (hereinafter referred to as "Stokes").

#### WITNESSET H:

**WHEREAS**, the Board desires to employ Stokes as President of South Suburban College, and Stokes desires to be employed by the Board in such capacity;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, it is agreed by and between the Board and Stokes as follows:

#### TERM OF AGREEMENT

The term of this Agreement is from July 1, 2024 to June 30, 2027, both dates inclusive, unless sooner terminated as provided herein.

#### 2. AUTHORITY AND ACCOUNTABILITY OF THE PRESIDENT

During the term of the Agreement, Stokes is to serve as President and Chief Executive officer of South Suburban College, and will perform such other additional duties as may be assigned to her from time to time by the Board. Such duties shall be of a nature consistent with the duties of President of a Community College, as specified by Illinois law, rules, regulations and accepted State practices.

The Board will provide Stokes with office space, equipment and such administrative, educational and clerical faculty and staff as may be required to develop and maintain a community college program within the District. Stokes will make such recommendations to the Board concerning programs, personnel appointments, expenditures and faculty, staff and student regulations which, in her best professional judgment, are necessary or desirable for the maintenance of the College program.

The Chairman of the Board shall be the individual to whom the President reports informally between Board meetings. Final approval of the Board is required prior to the commencement of programs, the appointment of permanent full-time personnel and the payment of financial obligations, adoption of regulations and the implementation of other matters of policy. Stokes will make regular reports to the Board of the status of the College program and submit her recommendations for its improvement. Stokes will provide the Board and its members with such information as they may reasonably request from time to time.

#### BOARD AUTHORITY

The Board may adopt rules and regulations from time to time, and, to the extent that such rules and regulations are not inconsistent with the provisions of this Agreement, Stokes will abide by them.

#### 4. SERVICES OF THE PRESIDENT

Stokes will devote her entire time, attention and energies to her employment during the term of this Agreement, and will not engage in any other business activity, whether for compensation or otherwise. Notwithstanding the provisions of the preceding sentence, however, Stokes may, subject to the giving of prior notice to the Board, on her vacation days, engage in such extra-curricular consulting (including accreditation services) activities, teaching, lecturing, public speaking and professional writing, for compensation or not, that are reasonably related to Stokes' employment as President. Further, subject to prior approval of the Board, Stokes may become a member of the Boards of Directors of corporations, provided such activities or memberships shall not interfere with her responsibilities or conflict with the policies or objectives of the Board. The Board shall not unreasonably withhold consent for any such outside memberships or consulting work by the President which do not interfere with her obligations to the College.

#### ABSENCE NOTICE

During the term of this Agreement, Stokes shall give reasonable notice to the Chairman of the Board if she is to be absent from her duties for in excess of two (2) days.

#### ANNUAL VACATION

The President shall be entitled to five (5) weeks, i.e., twenty-five (25) working days, annual vacation in addition to College holidays and close-down periods. The President shall be entitled to receive payments annually on the 1st pay period in July for any unused vacation days beyond twenty (20) days, based upon the cash per diem value (annual base salary/250).

#### 7. COMPENSATION AND BENEFITS

In full compensation for her services, the Board will, during the term of this Agreement:

a. Pay to Stokes for each such year, an annual base salary of :TWO HUNDRED SEVENTEEN THOUSAND ONE HUNDRED NINETY-FIVE AND 00/100 DOLLARS

(\$217,195.00) for the first year (July 1, 2024 – June 30, 2025), TWO HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED AND ELEVEN AND 00/100 DOLLARS (\$223,711.00) for the second year (July 1, 2025 – June 30, 2026) and TWO HUNDRED THIRTY THOUSAND FOUR HUNDRED TWENTY TWO AND 00/100 DOLLARS (\$230,422.00) for the third year (July 1, 2026 – June 30, 2027). Said annual base salary shall be in the sum reported by the Board to the Federal and State governments for income tax purposes as taxable compensation, and shall be paid to the President in regular payroll installments and with the appropriate deductions made therefrom as required and permitted by law.

- b. The Board shall pay Stokes' required employee State University Retirement System (SURS) contributions on all compensation provided for in paragraphs 7(a), 7(f) and 8 herein under such Act. Said contributions shall be deemed employer contributions pursuant to a non-contributory plan as contemplated by Section 414 (h) of the Internal Revenue Code of 1954 as amended.
- c. Stokes shall also be entitled to all benefits provided by the Board for other administrators employed by the Board, including, but not limited to, all health, vision and life insurance programs. Accordingly, Stokes shall be entitled to the South Suburban College Incentive Plan as provided for in Section 13.6 of the 2020-2024 South Suburban College Faculty Association Agreement and any successor agreements.
- d. The Board shall provide for the President an annual professional medical examination.
- e. The Board shall pay on behalf of the President the annual premiums on a whole life insurance policy in an amount equal to TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00) which policy shall insure the life of the President. The ownership of said policy shall be vested in the President or a trust to be named by the President and upon the termination of this Agreement, the President may continue to pay the premiums of said policy and have the exclusive ownership thereof.
- f. In addition to the above, the Board shall provide a sum of FORTY FIVE THOUSAND AND 00/100 DOLLARS (\$45,000.00) to be used by Stokes, in any manner, including those delineated, but not limited to, the following:
  - (i) payment of the premiums for a long-term disability insurance policy for the President to compensate her for a sum not less than sixty percent (60%) of the President's base salary under this Agreement. Such policy shall insure the President for her occupation in performing the services of this Agreement, and shall not require offsets. The ownership of said policy shall be vested in the President or trust to be named by the President, and upon the termination of this Agreement,

- the President may continue to pay the premiums for said policy and have exclusive ownership thereof.
- (ii) the purchase of an annuity pursuant to a statutory plan of annuity as permitted under Section 403 (b) of the Internal Revenue Code of 1954 as amended. The premium for such annuity shall not exceed the difference between the sum of THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00) and the total of the other Board expenditures provided for in this Paragraph f.
- (iii) educational, civic and governmental expenses.
- (iv) distribution thereof in any other manner, in such residual amounts not to exceed THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00) including distribution thereof as additional salary compensation, and shall be taxable for Federal and State purposes, and reported as such. Such payment shall also be reported to SURS as creditable compensation.

#### AUTOMOBILE

The Board shall provide to the President the authority to expend approximately TWENTY ONE THOUSAND AND 00/100 DOLLARS (\$21,000.00) of College funds annually, as and for the purchase or lease of a motor vehicle, and for the full maintenance of said vehicle, including, but not limited to, the costs for gasoline, oil, repairs, licensing, stickers, insurance and such other incidental expenses for keeping the automobile in a safe and usable condition, said vehicle to be used for business and personal use during the term of this contract. The Board may provide, in its discretion, a gasoline credit card for use by the President. The automobile shall remain the sole and exclusive property of the College during the term of the lease. The President shall have the option to purchase this automobile at the end of the term of the lease.

Upon the termination of any automobile lease agreement, at the discretion of the President, she may choose to forgo a new leased vehicle and to purchase her own vehicle. In that case, the Board shall pay to the President the sum of ONE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$1,750.00) per month as reimbursement for, including but not limited to, the costs of maintenance, depreciation, repairs, licensing, stickers, insurance and such other incidental expenses for keeping the vehicle in a safe and usable condition for her use in conjunction with her duties as President.

#### EVALUATION

Prior to January 31 of each year, the Board will meet with Stokes and evaluate her performance with reference to the duties and responsibilities of her position as set forth in the official position description which is a part of the South Suburban College Board of Trustees Policy Manual..

#### 10. TERMINATION

This Agreement may be terminated in any of the following ways:

- A. By Stokes' delivery of written notice to the Board at least (90) days prior to the effective date specified in said notice.
- B. By the Board, as follows:
  - 1. Death of Stokes;
  - 2. Serious disability of a nature which, even with reasonable accommodation, renders Stokes physically or mentally incompetent to perform her obligations pursuant to this Agreement for a period in excess of three (3) months;
  - 3. Any act, omission of duty, or conduct of Stokes of a serious nature which brings substantial discredit or injury to the reputation of the College, the Board, or the President;
  - 4. Any willful or serious failure by Stokes to comply with the rules and policies established by the Board;
  - 5. Any breach of the terms of the Agreement by Stokes, which the Board, in the exercise of prudent judgment, and for good and just cause shown, considers to be material and sufficient for termination. Good and just cause shall mean any conduct, act, or failure to act by Stokes which is detrimental to the Board.
  - 6. For failure to perform her duties and responsibilities at a level acceptable to the Board.
  - 7. Expiration of the term of this Agreement.

If the Board seeks to terminate Stokes for cause, it shall first provide Stokes with full notice of the reasons for her termination and an opportunity to respond to those reasons at a hearing. Such hearing shall be before the Board or, if the Board so determines, before a committee of the Board. If the hearing is conducted by the committee, the committee will report the findings to the full Board. The full Board will then accept, reject, or amend the committee's recommendation as to whether just cause exists to terminate this Agreement. If the full Board then determines to terminate this Agreement, the Board shall specify the effective date of the termination.

On the effective termination date of this Agreement, Stokes will surrender to the Board the possession of her office and any automobile and other equipment owned by the Board. Stokes will not be entitled to office services after such termination date.

- C. By the Board without cause:
  - The parties acknowledge that the Board retains the sole and unlimited discretion to change the Administration at the College. If the Board chooses to terminate this Agreement without cause, it will take all reasonable steps to safeguard the professional reputation of the President. The Board's right of termination under this Subparagraph may be exercised without any obligation to provide Stokes with a pretermination or post-termination hearing, and Stokes expressly waives any right she may possess to such a hearing.
- D. In the event of termination, Stokes shall be entitled to compensation as follows:
  - 1. If, pursuant to Paragraph 10A, Stokes elects to terminate the Agreement, she shall receive the compensation provided for in this Agreement until the effective date of the termination, as well as compensation for any accrued vacation days.
  - 2. If, pursuant to Paragraph 108, Stokes is terminated for cause, her compensation shall cease upon termination.
  - 3. If, pursuant to Paragraph 10C, the Board terminates Stokes without cause, the Board shall pay Strokes 20 weeks of compensation as severance.
    - (i) The severance payments provided in this subparagraph are in lieu of all other claims and rights which Stokes has or may have under this Agreement, under existing laws, or under any Board policies, including those pertaining to administrative tenure as set forth in the Administrative Policy Manual relating to the termination of Agreements.

#### 11. MISCELLANEOUS

- A. This Agreement is for the personal services of Stokes and may not be assigned, in whole or in part, by either party, without the prior written approval of the other party.
- B. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

- C. No amendment to this Agreement is effective unless it is set forth in writing, signed by both parties, and attached hereto..
- D. This Agreement is to be construed in accordance with the laws of the State of Illinois.
- E. Section headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.
- F. This Agreement shall be binding upon and inure to the benefit of Stokes, her successors, assigns, heirs, executors, and personal representatives, and shall be binding upon, and inure to the benefit of the Board, its successors and assigns.
- G. Both parties have had the opportunity to seek the advice of counsel. The Board has relied upon the advice and representation of counsel selected by it respecting the legal liabilities of the parties, if any. Stokes has relied upon the advice and representation of counsel selected by her.
- H. If any section, provision, paragraph phrase, clause or word contained herein is held to be void, invalid or contrary to law by a court of competent jurisdiction, it shall be deemed removed herefrom, and the remainder of this Agreement shall continue to have its intended full force and effect.

#### 12. PROFESSIONAL LIABILITY

The Board agrees to defend, hold harmless, and indemnify the President from any and all demands, claims, suits, actions and legal proceedings brought against her to the extent required by law.

The Board of Trustees shall not, however, be required to pay any legal fees and costs of any legal proceedings in the event the Board and the President have adverse interests in such litigation.

#### 13. NOTICES

All notices required or permitted to be sent hereunder are to be in writing, and shall be considered provided when delivered in person or when the same shall be deposited in the United States Mail and sent by registered or certified mail, with return receipt requested, and proper postage affixed thereto, as follows:

#### A. NOTICES TO THE BOARD:

Chairman of the Board Board of Trustees of Community College District No. 510 (South Suburban College) 15800 South State Street South Holland, Illinois 60473

#### B. NOTICES TO STOKES:

Dr. Lynette D. Stokes 16861 School Street South Holland, Illinois 60473

The addresses set forth herein may be changed by the parties from time to time by sending written notice of such changes to the other party.

#### 14. BINDING EFFECT

This Agreement shall be binding upon the parties and upon their heirs, executors, administrators and successors.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the dates set forth below.

PRESIDENT	BOARD OF TRUSTEES OF COMMUNITY DISTRICT NO. 510, COUNTY OF COOK AND STATE OF ILLINOIS (SOUTH SUBURBAN COLLEGE)
DR. LYNETTE D. STOKES	BY: TERRY WELLS CHAIRMAN OF THE BOARD
Date:	ATTEST:
	JANET ROGERS SECRETARY OF THE BOARD
	Date: