

SOUTH SUBURBAN COLLEGE



April 11, 2024

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
FINANCE COMMITTEE MEETING AGENDA
DEFILIPPO, CHAIR; TRUSTEES DALY AND ROGERS
THURSDAY, APRIL 11, 2024
6:50 PM

1. Recommendation to accept the College Insurance Committee's recommendation for the annual renewal of health and life insurance, and recommend Vista National Insurance Group, a division of Brown & Brown of Illinois, Inc. as the insurance broker of record for fiscal year 2025



BOARD OF TRUSTEES OF SOUTH SUBURBAN COLLEGE
15800 S. STATE STREET, SOUTH HOLLAND, ILLINOIS
BOARD ROOM, SUITE 2248
REGULAR BOARD MEETING AGENDA
THURSDAY, APRIL 11, 2024
7:00 PM

- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **PUBLIC PARTICIPATION**
- IV. **PRESENTATIONS/REPORTS**
 - A. Strategic Plan Progress Report 2020-2023 (R. Kawanna)
 - B. Cook County Household Hazardous Waste Facility (HHW) (P. Rush)
 - C. SSC Men's Bulldog Basketball Team (S. Ruzich/J. Pigatti)
- V. **APPROVAL OF MINUTES OF PREVIOUS MEETINGS**
 - A. Finance Committee Meeting held March 14, 2024
 - B. Regular Board Meeting held March 14, 2024
 - C. Closed Session Meeting held March 14, 2024
- VI. **NEW BUSINESS**
 - A. Oath of Office to Student Trustee Elect, Lizbeth Atenco (J. Rogers)
 - B. Monthly Financial Report (T. Hill)
 - C. Approval of the payment of bills for March, 2024 (T. Hill)
 - D. Approval to accept the College Insurance Committee's recommendation for the annual renewal of health and life insurance, and recommend Vista National Insurance Group, a division of Brown & Brown of Illinois, Inc. as the insurance broker of record for fiscal year 2025 (A. DeFilippo)
 - E. Approval of the Intergovernmental Agreement between Cook County and Community College District No. 510 for the procurement of a Household Hazardous Waste Facility (HHW) (P. Rush)
- VII. **PERSONNEL RECOMMENDATIONS**
 - A. Retirements/Resignations/Terminations
 - B. Appointments
 - C. Re-appointment of Grant-funded Employee for Fiscal Year 2025
- VIII. **CLOSED SESSION**

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

BOARD OF TRUSTEES OF SOUTH SUBURBAN COLLEGE

15800 SOUTH STATE STREET, SOUTH HOLLAND, IL 60473

BOARD ROOM, ROOM 2248

MINUTES OF THE FINANCE COMMITTEE

THURSDAY, MARCH 14, 2024

Trustee Daly called the meeting of the Finance Committee to order at 7:17 p.m.

Committee members present: Trustee Kevin L. Daly.

Committee members absent: Trustees Anthony DeFilippo and Janet Rogers.

Other Board members in attendance: Chairman Terry Wells, and Trustees Vivian Payne, Sherelene A. Harris and Anthony Williams.

Other Board members absent: Student Trustee Jamesina Collier.

Also present: College President Lynette D. Stokes; 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; and College Attorney Christopher L. Petrarca.

Agenda:

I. Recommendation to approve the recommended fee changes beginning with the Fall 2024 semester

Trustee Daly recommended the Board of Trustees approve the recommended fee changes, beginning with the Fall 2024 semester, at the regular Board of Trustees meeting.

The meeting adjourned at 7:20 p.m.

BOARD OF TRUSTEES OF SOUTH SUBURBAN COLLEGE

15800 S. STATE STREET, SOUTH HOLLAND, ILLINOIS

BOARD ROOM, SUITE 2248

REGULAR BOARD MEETING MINUTES

THURSDAY, MARCH 14, 2024

I. CALL TO ORDER & ROLL CALL:

At 7:21 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, and Trustees Kevin L. Daly, Sherelene A. Harris and Anthony Williams.

Absent: Secretary Janet Rogers, Trustee Anthony DeFilippo, and 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. Audit Committee Meeting held February 8, 2024

Trustee Williams moved and Trustee Harris seconded to approve the minutes of the Audit Committee Meeting held February 8, 2024. On roll call, Trustees Kevin L. Daly, Sherelene A. Harris, Anthony Williams and Chairman Terry Wells voted aye. Trustee Vivian Payne passed. Nays: None. Motion carried.

B. Regular Board of Trustees Meeting held February 8, 2024

Trustee Daly moved and Trustee Williams seconded to approve the minutes of the Regular Board of Trustees meeting held February 8, 2024. On roll call, Trustees Kevin L. Daly, Sherelene A. Harris, Anthony Williams and Chairman Terry Wells voted aye. Trustee Vivian Payne passed. Nays: None. Motion carried.

C. Closed Session Meeting held February 8, 2024

Trustee Williams moved and Trustee Daly seconded to approve the minutes of the Closed Session meeting held February 8, 2024. On roll call, Trustees Kevin L. Daly, Sherelene A. Harris, Anthony Williams and Chairman Terry Wells voted aye. Trustee Vivian Payne passed. Nays: None. Motion carried.

D. Special Board of Trustees Meeting held February 29, 2024

Trustee Payne moved and Trustee Williams seconded to approve the minutes of the Special Board of Trustees meeting held February 29, 2024. On roll call, Trustees Kevin L. Daly, Sherelene A. Harris, Vivian Payne, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

E. Closed Session Meeting held February 29, 2024

Trustee Payne moved and Trustee Williams seconded to approve the minutes of the Closed Session meeting held February 29, 2024. On roll call, Trustees Kevin L. Daly, Sherelene A. Harris, Vivian Payne, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

V. NEW BUSINESS

A. Monthly Financial Report

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

B. Bills Payable for February, 2024

Trustee Payne moved and Trustee Daly seconded to approve the bills payable for February 2024 in the amount of \$3,251,507.75. On roll call, Trustees Kevin L. Daly, Sherelene A. Harris, Vivian Payne, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

C. Approval of the recommended fee changes beginning with the Fall 2024 semester

Trustee Daly moved and Trustee Payne seconded to approve the recommended fee changes beginning with the Fall 2024 semester. On roll call, Trustees Kevin L. Daly, Sherelene A. Harris, Vivian Payne, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

VI. PERSONNEL RECOMMENDATIONS

A. Resignations/Retirements/Terminations

Trustee Payne moved and Trustee Williams seconded to approve the resignation of Jeneen Lewis as a full-time Financial Aid Coordinator in the Financial Aid Department, effective March 8, 2024, and grant permission to advertise to fill the vacated position, as needed. On roll call, Trustees Kevin L. Daly, Sherelene A. Harris, Vivian Payne, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

B. Appointments

Trustee Williams moved and Trustee Harris seconded to approve the appointment of Dr. Kellie C. Martin as a full-time Executive Director of Public Relations and Resource Development in the Office of the President, effective March 18, 2024, pending the successful completion of a criminal background investigation. On roll call, Trustees Kevin L. Daly, Sherelene A. Harris, Vivian Payne, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

C. Approval to Create and Advertise

Trustee Harris moved and Trustee Payne seconded to grant approval to create and advertise four (4) Academic and Career Advisor positions. On roll call, Trustees Kevin L. Daly, Sherelene A. Harris, Vivian Payne, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

VII. CLOSED SESSION

At 7:34 p.m., the Board of Trustees entered into Closed Session on a motion made by Trustee Daly and seconded by Trustee Williams 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, Sherelene A. Harris, Vivian Payne, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

The Board of Trustees resumed Open Session at 7:52 p.m. on a motion made by Trustee Payne and seconded by Trustee Daly. On roll call, Trustees Kevin L. Daly, Sherelene A. Harris, Vivian Payne, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

VIII. MISCELLANEOUS

The Board of Trustees expressed their support for the SSC Men's Bulldog Basketball team as they work to advance to the National Championship.

IX. ADJOURNMENT

At 7:54 p.m., Trustee Rogers moved and Trustee Williams seconded to adjourn the Board of Trustees meeting. On roll call, Trustees Kevin L. Daly, Anthony DeFilippo, Sherelene A. Harris, Janet Rogers, Anthony Williams and Chairman Terry Wells voted aye. Nays: None. Motion carried.

Chairperson of the Board

Secretary of the Board



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VI.A

Board Meeting Date: April 11, 2024

BOARD COMMITTEE

- Policy
- Finance
- Architectural
- Other

FUNDING

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

PROPOSAL SUMMARY

The proposal is to swear in the South Suburban College Student Trustee Elect, Lizbeth Atenco.

ESTIMATED COST OR BENEFIT

JUSTIFICATION OF ACTION

This action supports Strategic Direction 2.6; Ensure instructional programs, academic support, and student support initiatives are designed to serve a diverse student population.


MOTION

Move to swear in Lizbeth Atenco as the South Suburban College Student Trustee effective April 11, 2024.

- * 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:


 Appropriate Vice President 04/1/24
Date


 President 04/1/24
Date



SOUTH SUBURBAN COLLEGE

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

Board of Trustees

Terry R. Wells,
Chairman

Vivian Payne,
Vice-Chair

Janet M. Rogers,
Secretary

Kevin L. Daly

Anthony P. DeFilippo

Dr. Sherelene A. Harris

Anthony W. Williams

Dr. Lynette D. Stokes,
College President

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

ssc.edu

MEMO

To: Dr. Lynette D. Stokes

From: Devon Powell
Vice President of Student & Enrollment Services

Date: April 1, 2024

The Division of Student and Enrollment Services initiated the Student Trustee Election process in March. Lizbeth Atenco emerged as the winner of the election.

I am pleased to present Lizbeth Atenco (Photo Attached) for approval and swearing-in as Student Trustee from April 11, 2024, through the April 2024 Board of Trustees Meeting.

Bio:

I'm a 20-year-old from Harvey, embracing my roots as a first-generation Mexican-American college student in my family. My upbringing, marked by resilience and hard work, fuels my ambition. At South Suburban College, I'm earning my associates in general studies, with my sights set on a veterinary career. My next stop is Moraine Valley Community College for their vet assistant program, and possibly Governors State University for a bachelor's. Dedicated to animal care and open to life's possibilities, I'm on a mission to turn my passion into a profession.



This action aligns with Strategic Direction 2.6; Ensure instructional programs, academic support, and student support initiatives are designed to serve a diverse student population.



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VI.B

Board Meeting Date: April 11, 2024

BOARD COMMITTEE

FUNDING

- Policy
- Finance
- Architectural
- Other

- Operating
- College Capital
- Protection, Health and Safety

- Grant Funded
- Student Life
- Special Levies

PROPOSAL SUMMARY

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

ESTIMATED COST OR BENEFIT

JUSTIFICATION OF ACTION

Please refer to the attached Investment Report and Financial Summary enclosed in your Board booklet for the period ending February 29, 2024. This action aligns with Strategic Direction 3.1; Foster fiscal stability and sustainability.

MOTION

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

Approvals:

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

[Signature]

Controller/Treasurer

4/1/24

Date

[Signature]

Appropriate Vice President

4/1/24

Date

[Signature]

President

4/1/24

Date

SOUTH SUBURBAN COLLEGE
South Holland, Illinois

To: Board of Trustees
 From: Tyhani Hill
 Date: March 31, 2024
 Subject: Financial Report For The Period Ending February 29, 2024

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

<u>Monthly Revenue</u>	<u>Year to Date Revenue</u>
\$2,445,320.04	\$23,449,323.95
<u>Monthly Expenditures</u>	<u>Year to Date Expenditures</u>
\$2,475,728.63	\$21,041,833.47

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

<u>Monthly Revenue</u>	<u>Year to Date Revenue</u>
\$4,368,700.09	\$31,187,563.70
<u>Monthly Expenditures</u>	<u>Year to Date Expenditures</u>
\$4,500,039.46	\$30,722,865.39
<u>Net Monthly Position</u>	<u>Year to Date Net Position</u>
(\$131,339.37)	\$464,698.31

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

<u>Total Investments</u>	<u>Average Rate of Return</u>	<u>Basis Point Change from Last Month</u>
\$15,663,398.77	3.84%	94

SOUTH SUBURBAN COLLEGE
South Holland, Illinois

	Revenue Educational	Revenue O&M	Monthly 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	\$2,726,183.75	\$230,863.02	\$2,957,046.77
February	\$2,148,320.04	\$297,000.00	\$2,445,320.04
March			\$0.00
April			\$0.00
May			\$0.00
June			\$0.00
YTD	\$20,679,878.20	\$2,769,445.75	\$23,449,323.95

	Expenditures Educational	Expenditures O&M	Monthly Total
July	\$2,308,152.36	\$370,989.79	\$2,679,142.15
August	\$2,786,332.68	\$393,124.60	\$3,179,457.28
September	\$2,038,681.84	\$411,023.60	\$2,449,705.44
October	\$1,778,028.35	\$377,378.32	\$2,155,406.67
November	\$1,652,939.88	\$303,266.94	\$1,956,206.82
December	\$2,218,893.44	\$448,942.68	\$2,667,836.12
January	\$3,083,791.65	\$394,558.71	\$3,478,350.36
February	\$2,107,378.35	\$368,350.28	\$2,475,728.63
March			\$0.00
April			\$0.00
May			\$0.00
June			\$0.00
YTD	\$17,974,198.55	\$3,067,634.92	\$21,041,833.47

SOUTH SUBURBAN COLLEGE
South Holland, Illinois

	Revenues All Funds	Expenditures All Funds	Monthly 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	\$3,457,203.55	\$4,037,537.08	(\$580,333.53)
February	\$4,368,700.09	\$4,500,039.46	(\$131,339.37)
March			\$0.00
April			\$0.00
May			\$0.00
June			\$0.00
YTD	\$31,187,563.70	\$30,722,865.39	\$464,698.31

	Investment Total	Average Rate of Return	Basis Point Change from Last Month
July	\$16,593,642.95	2.91%	3
August	\$15,893,721.80	2.95%	4
September	\$13,262,893.00	2.84%	(11)
October	\$12,504,572.38	2.88%	4
November	\$11,856,861.00	2.99%	11
December	\$15,616,406.23	2.82%	(17)
January	\$15,546,623.29	2.90%	8
February	\$15,663,398.77	3.84%	94
March			
April			
May			
June			

SOUTH SUBURBAN COLLEGE

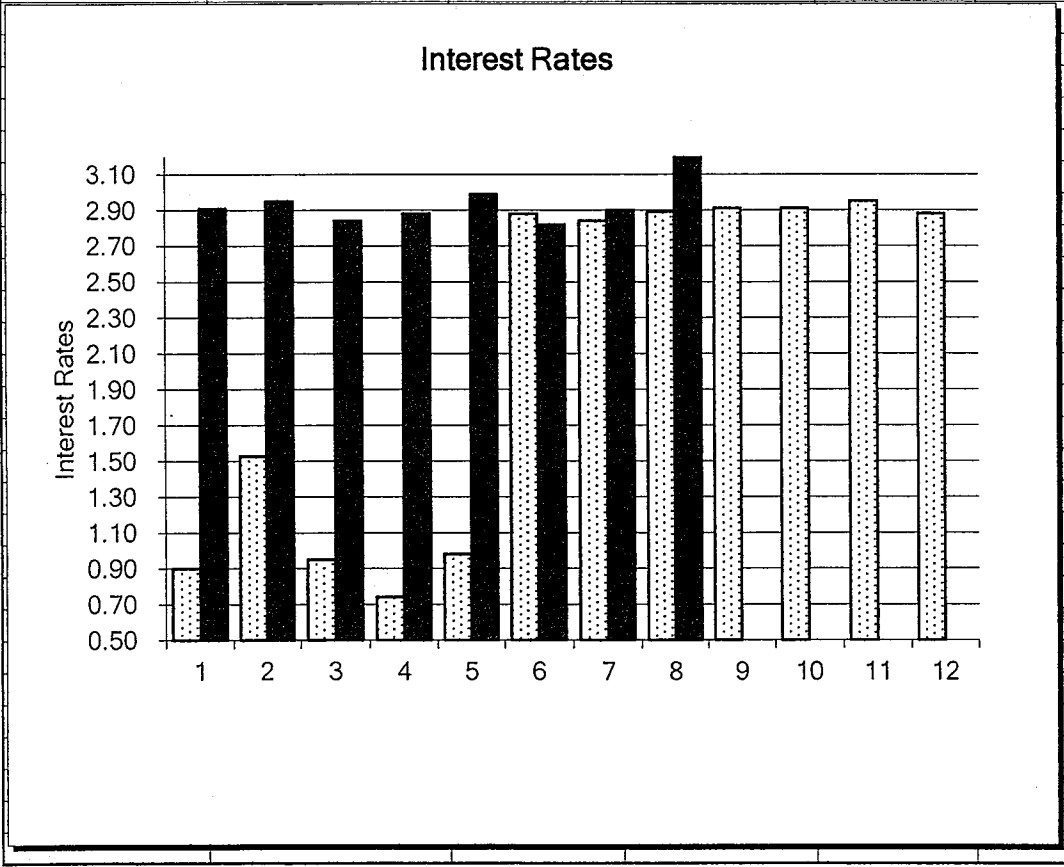
Description	Date	Fund 1	Fund 2	Fund 3	Fund 3
		Educational	Opr. & Maint.	O&M Rst(300)	PH&S(379)
53 Investment account		0.00	0.00	0.00	0.00
PMA/ISDLAF += ISDMAX		0.00	0.00	0.00	0.00
Illinois Funds		550,383.85	0.00	0.00	0.00
53 Contributory Trust		0.00	0.00	0.00	0.00
PFM Asset Management		2,373,749.30	0.00	0.00	0.00
IIIT Money Market/UMB		(0.00)	0.00	0.00	0.00
53 Financial Money Market		12,615,333.13	0.00	0.00	0.00
Totals	2/1/2024	15,539,466.28	0.00	0.00	0.00
Transactions:					
Illinois Fund MM deposit from Comptroller	02/02/2024	116,713.00			
Illinois Fund MM deposit from Comptroller	02/06/2024	89,683.50			
Illinois Fund MM deposit from Comptroller	02/09/2024	133,396.47			
Illinois Fund MM deposit from Comptroller	02/26/2024	12,742.60			
Illinois Fund MM deposit from Comptroller	02/26/2024	19,007.62			
Illinois Fund MM deposit from Comptroller	02/29/2024	(900,000.00)			
Interest on Illinois Funds MM	02/29/2024	3,463.79			
5/3 transfer from Investments to Cash	02/29/2024	(2,100,000.00)			
5/3 transfer from Cash to Investment	02/29/2024	2,696,310.00			
Interest on 53 MM	02/29/2024	35,349.39			
PFM Interest	02/29/2024	10,109.11			
Ending Balance:		15,656,241.76	0.00	0.00	0.00
53 Investment account		0.00	0.00	0.00	0.00
PMA/ISDLAF += ISDMAX		0.00	0.00	0.00	0.00
Illinois Funds		25,390.83	0.00	0.00	0.00
53 Contributory Trust		0.00	0.00	0.00	0.00
PFM Asset Management		2,383,858.41	0.00	0.00	0.00
IIIT Money Market/UMB		(0.00)	0.00	0.00	0.00
53 Financial Money Market		8,246,992.52	0.00	5,000,000.00	0.00
Totals	02/29/2024	10,656,241.76	0.00	5,000,000.00	0.00

SOUTH SUBURBAN COLLEGE

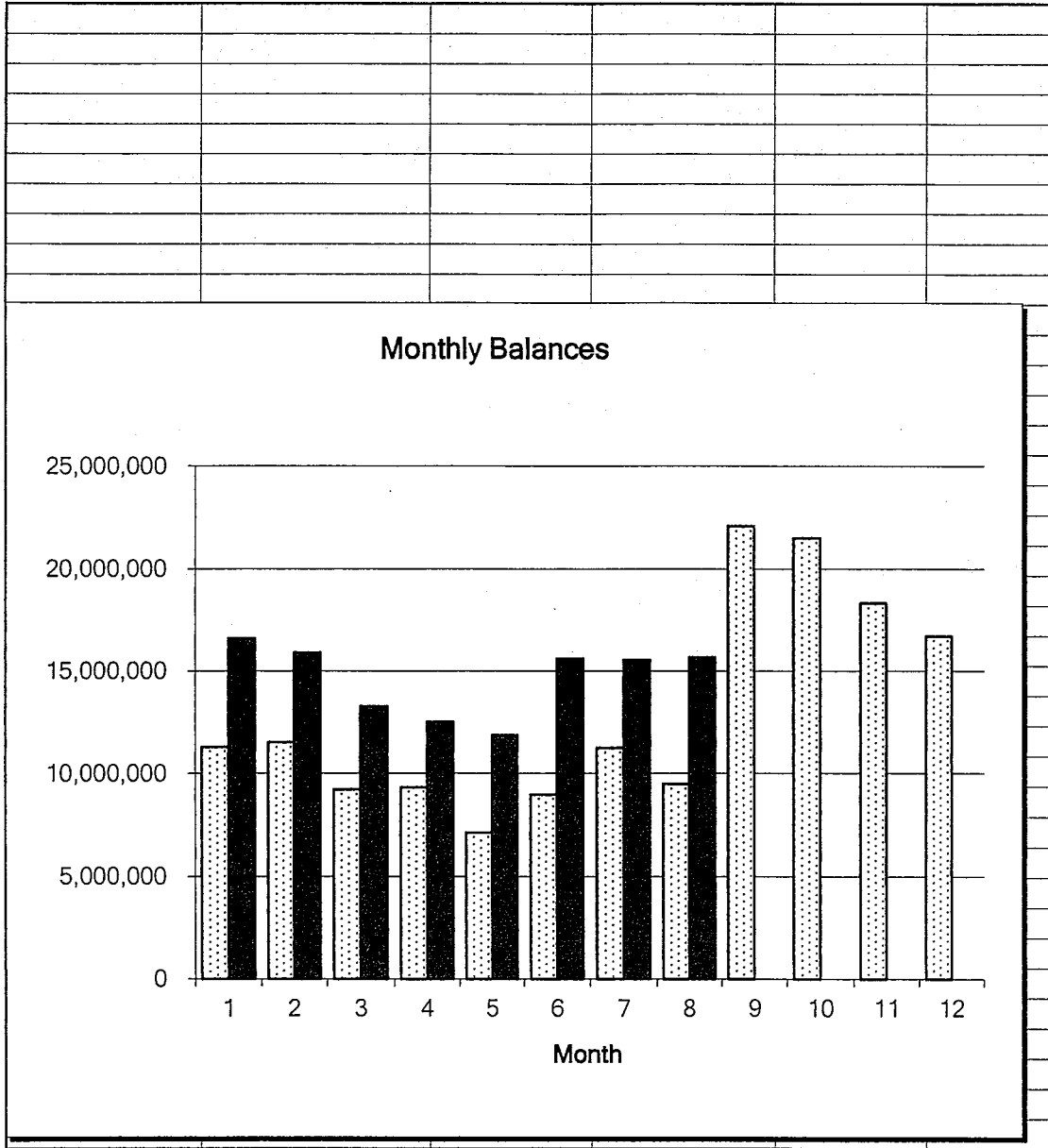
INVESTMENT SUMMARY							
Fund	Interest Rate	Amount	Purchase Date	Maturity Date	Type Code	Certificate Number / Institutions	
<i>Liquid Accounts:</i>							
ISDMAX	0.01	0.00		Open	90	ISDLAF+	
Fifth Third	4.00	13,254,149.53		Open	90.00	MB	
UAB/Illinois Funds	0.10	25,390.83		Open	50.00	IL Funds	
IIIT Money Market	3.00	2,383,858.41		Open	50.00	IIIT	
Grand Total							
Average %							
	3.84		15,663,398.77				
			(Weighted Average)				

South Suburban College

Investment Summary				
	F Y 2022 - 2023		F Y 2023 - 2024	
Month	Month End Balance	Percent Return	Month End Balance	Percent 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	15,546,623	2.90
February	9,485,256	2.89	15,663,399	3.84
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.C

Board Meeting Date: April 11, 2024

BOARD COMMITTEE

FUNDING

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

PROPOSAL SUMMARY

ESTIMATED COST OR BENEFIT

JUSTIFICATION OF ACTION

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

MOTION

Hereby authorize the Treasurer to pay the following list of bill:	
Education Fund	\$2,066,452.96
Operations & Maintenance Fund	\$371,798.69
Operations & Maintenance Fund Restricted	\$427,763.92
Auxiliary Enterprise Fund	\$274,034.56
Restricted Funds	\$514,620.90
Special Levies Fund	\$32,714.95
Flex Plan Fund	<u>\$2,143.50</u>
Total	\$3,689,529.48

Approvals:

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

	04/04/2024
Controller/Treasurer	Date
	04/04/24
Vice President of Administration	Date
	04/04/24
President	Date



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VI.D

Board Meeting Date: April 11, 2024

BOARD COMMITTEE

FUNDING

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

PROPOSAL SUMMARY

Move that the Board of Trustees approve the College Insurance Committee's recommendation for the annual renewal of health and life insurance, and recommend Vista National Insurance Group, a division of Brown & Brown of Illinois, Inc. as the insurance broker of record for fiscal year 2025.

ESTIMATED COST OR BENEFIT

JUSTIFICATION OF ACTION

The Board of Trustee must approve the Insurance Committee's recommendation to renew our employee health and life insurance plans to ensure the continued provision of insurance benefits. This action aligns with Strategic Direction 3.0; South Suburban College will ensure the financial, physical and technological resources necessary to support educational programs and promote continuous innovation and sustainability.

MOTION

Move that the Board of Trustees approve the College Insurance Committee's recommendation for the annual renewal of health and life insurance, and recommend Vista National Insurance Group, a division of Brown & Brown of Illinois, Inc. as the insurance broker of record for fiscal year 2025.

Approvals:

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

Patricia Quail

Appropriate Vice President

4/3/24
Date

Jeffrey D. Stokes

President

4/3/24
Date



SOUTH SUBURBAN COLLEGE

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

Board of Trustees

Terry R. Wells,
Chairman

Vivian Payne,
Vice-Chair

Janet M. Rogers,
Secretary

Kevin L. Daly

Anthony P. DeFilippo

Dr. Sherelene A. Harris

Anthony W. Williams

Dr. Lynette D. Stokes,
College President

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

ssc.edu

To: Dr. Lynette Stokes, South Suburban College President
From: David Anderson, Chair, Joint Insurance Committee
Date: April 3, 2024
Subject: Joint Insurance Committee recommendations; Medical, Vision, Dental, and Life Insurances

The college health insurance plan ran BETTER in the 2023-24 plan year. The target loss ratio is 76%. The college loss ratio was 87% as compared to 103% last year. Additionally, there were 5 large claims as compared to 13 last year. Claims over \$60,000 are considered large claims. The resulting final proposal from Blue Cross Blue Shield (BCBS) is a 2.5% increase. This was welcome news after 2 years of large increases. The Insurance Committee considered quotes from other carriers and also considered several plan changes to reduce premiums. The Insurance Committee always considers how plan changes may adversely affect members. After discussion and input from Vista National, the Insurance Committee voted unanimously to recommend renewing health insurance, vision insurance, dental insurance, and life insurance with BCBS without any plan changes. Additionally, the Insurance Committee voted unanimously to recommend changes to telehealth provider, flexible spending provider, and the coverage start date for new employees.

The Insurance Committee recommends the following renewals, additions and changes of the following plans effective July 1, 2024.

Recommendations:

- Retain BCBS PPO, HSA, and HMO health insurance plans. (2.5% increase)
- Retain BCBS dental. (5.6% increase)
- Retain EyeMed Vison. (No Change)
- Retain Life Insurance AD&D Plans: BCBS.
- Retain Vista National.

Recommended Changes:

- Adopt First Stop Health for telehealth services. This will replace 1800MD. Which will be dropped on 7/1/2024.
- Adopt First American Bank for flexible spending provider with a \$1000 maximum.
- Change the coverage start date for new employees to the first day of the month after board approved start date.

cc: Shannan Smith, Erica Humphrey, Peggy O'Connell, David Anderson, Jamie Welling, Ruchi Jairath, Rea Alder, Kahlil Hogan, Cindy Bierovic, Patrick Rush, Kim Pigatti



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VI.E

Board Meeting Date: April 11, 2024

BOARD COMMITTEE

- _____ Policy
- _____ Finance
- _____ Architectural
- _____ Other

FUNDING

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

PROPOSAL SUMMARY

Move that the Board of Trustees approve the Intergovernmental Agreement between Cook County and Community College District No. 510 for the Household Hazardous Waste Facility (HHW).

ESTIMATED COST OR BENEFIT

This is a \$4,168,549 project funded through ARPA and Cook County.

JUSTIFICATION OF ACTION

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

MOTION

Move that the Board of Trustees approve the Intergovernmental Agreement between Cook County and Community College District No. 510 for the Household Hazardous Waste Facility (HHW).

Approvals:

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



Appropriate Vice President

4/4/24
Date



President

4/4/24
Date

SUBRECIPIENT AGREEMENT
AMERICAN RESCUE PLAN ACT – STATE AND LOCAL FISCAL RECOVERY FUNDS
(ASSISTANCE LISTING NUMBER 21.027)

This Subrecipient Agreement (“Agreement”) is made and entered into as of the 11th day of April, 2024, by and between the County of Cook, a body politic and corporate of the State of Illinois (“County”), acting by and through its Department of Environment and Sustainability (“DES” or “Department:”), and South Suburban College (“SSC”), a 2-year public community college (“Subrecipient”) (collectively referred to as “the Parties” and individually as a “Party”) to establish an agreed upon protocol for the administration and management of the American Rescue Plan Act (“ARPA”) (Assistance Listing Number 21.027) – South Suburban Household Hazardous Waste Facility and Satellite Locations: NT005(A), subaward project described below. The County and SSC are organized and existing by virtue of the Constitution and/or laws of the State of Illinois.

RECITALS

WHEREAS, on March 13, 2020, the President of the United States (the “President”) issued a Proclamation, declaring a National Public Health Emergency, as a result of the Coronavirus (“COVID-19”) pandemic (the “Pandemic”); and

WHEREAS, on March 11, 2021, the President signed into law the American Rescue Plan Act, 2021, Section 9901, Coronavirus State and Local Fiscal Recovery Funds; and

WHEREAS, Section 9901 of Subtitle M of the Act established the Coronavirus State and Local Fiscal Recovery Funds Program (“SLFRF” or “Program”) aimed at providing support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, the Act authorizes the U.S. Department of Treasury (“Treasury”) to grant ARPA funds to eligible entities to address the negative health and economic impacts of the Pandemic on communities nationwide; and

WHEREAS, the County qualifies as an eligible unit of local government under the Act, and Treasury has granted \$1,000,372,385 in funds to the County (“ARPA Funds”); and

WHEREAS, the County has allocated approximately \$5,000,000.00 of the ARPA Funds for the purpose of planning, designing, and constructing a household hazardous waste (“HHW”) facility. The HHW facility will enable access for residents living in the south suburbs to safely dispose of hazardous materials and mitigate harm to the environment; and

WHEREAS, ARPA will further the mission of the County and serve the broader objective of protecting the health, safety, and welfare of the County by promoting a more sustainable environment through adherence to best practices in safety, handling, disposal, and recycling of household hazardous waste, ensuring a nexus to the negative health and economic impacts of Covid-19; and

WHEREAS, Treasury limits the obligation of ARPA funds to December 31, 2024, and expenditure of the Funds for eligible expenses to December 31, 2026, therefore the Parties recognize that time is of the essence; and

WHEREAS, the County achieves its mission through strategic collaborations and partnerships with states, local governments, community organizations, and others; and

WHEREAS, Subrecipient is an established academic anchor institution, which has extensive experience and expertise in providing education and resources to its students and the community at large; and

WHEREAS, the County desires to award this grant to Subrecipient for the design, construction, and permitting of the HHW facility, as part of the Program in Cook County as described herein; and

WHEREAS, SSC is able and willing to assist the County in the administration and management of the Program; and

WHEREAS, SSC is authorized by its governing body to enter into this Agreement with the County for the purposes described herein; and

WHEREAS, the Cook County Board of Commissioners has authorized the County, through the Department, to enter into this Agreement with Subrecipient for the purposes described herein.

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above, together with the information contained in the Exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference.

2. ELIGIBILITY FOR THE PROGRAM

Subrecipient hereby certifies that it has the authority and approval from its governing body or officials to execute this Agreement and receive Program Funds for eligible uses specified under this Agreement. SSC shall act as a subrecipient and, on behalf of the County, utilize Program Funds as described in this Agreement. Fund usage must fall into one of the following statutory categories:

To respond to the COVID-19 public health emergency or its negative economic impacts;

To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or

To make necessary investments in water, sewer, or broadband infrastructure.

3. GENERAL PROVISIONS

- 3.1. **TERM.** This Agreement shall become effective as of the date on which it is fully executed by both Parties for a period of performance beginning December 1, 2023, continuing in full force and effect, until December 31, 2026, subject to earlier termination in accordance with its terms.

- 3.2. OBLIGATIONS OF THE PARTIES. South Suburban College agrees to design and construct the HHW facility, as well as provide programming in connection with its eventual operation on behalf of the County, as described herein and in the Scope of Services (the “Services”), set forth in Exhibit A, attached hereto and incorporated herein. The County agrees to provide up to four million and six hundred fifty six thousand and five hundred ninety eight dollars and eighty one cents (\$4,656,598.81) in Program Funds to be made available to carry out the purposes of the Program. Payments will be made to the Subrecipient for eligible uses of the Program Funds, hereunder, according to the criteria for the use of such funds and the schedule specified in Exhibit A. Invoice submission for Program Funds shall be in accordance with the provisions provided in Exhibit C under monitoring and fiscal reporting. Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued on what constitutes a necessary expenditure and that the Subrecipient has reviewed the guidance established by the U.S. Department of the Treasury. Any funds expended by the Subrecipient or its subcontractor(s) in any manner that does not adhere to official federal guidance will be returned by Subrecipient to Cook County.
- 3.3. REPRESENTATIVES. Each Party to this agreement shall designate one staff representative, who shall be the primary point of contact for that Party as set forth below, or such other contact as either Party may designate by written notice to the other:

South Suburban College:

Patrick Rush
Vice President, Administration
15800 South State Street
South Holland, Illinois 60473
708-210-5721
Prush@ssc.edu

Cook County:

Kevin Schnoes
Deputy Director
Department of Environment and Sustainability
69 West Washington, Suite 1900
Chicago Illinois 60602
312-603-8214
Kevin.Schnoes@cookcountyil.gov

- 3.4. FINANCIAL MANAGEMENT AND INTERNAL CONTROLS. Subrecipient agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all eligible expenses. Subrecipient and any of the subawards issued by the Subrecipient must comply with Uniform Guidance (2 C.F.R. Part 200) and establish and maintain effective internal controls that provide reasonable assurance that Subrecipient is administering Program Funds in compliance with Federal statutes and regulations, and the terms and conditions of the Program. These internal controls must be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller

General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Subrecipient's management should consider the potential for fraud when identifying, analyzing, and responding to risks. Subrecipient's accounting system for recording expenditures must be established and maintained in accordance with generally accepted accounting principles.

- 3.5. DUPLICATION OF BENEFITS. Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) (the "Stafford Act"), as amended by Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Stafford Act. If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by Cook County to Cook County. In order to mitigate against a duplication of benefits, the subrecipient will only apply costs that meet the following general criteria in order to be allowable under Federal awards:
- Are not included as a cost or used to meet cost sharing or matching requirements of any other federally financed program in either the current or a prior period
 - Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs.
 - Are not included as contributions for any other Federal award.
- 3.6. DOCUMENTATION AND RECORDKEEPING. As required by 2 C.F.R. 200.331(a)(5), Cook County, or any duly authorized representative of Cook County, shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period but lasts as long as the records are retained by Subrecipient. The Subrecipient shall ensure the same access to documents from its subawards in accordance with 2 C.F.R. 200.331(a)(5).
- 3.7. MAINTENANCE AND INSPECTION OF RECORDS. Subrecipient and their sub awardees shall retain sufficient records including, without limitation, financial records, documents, statistical records, and all other records (collectively, "Records") pertinent to this Agreement to show compliance with the terms of this Agreement. Records shall be subject to the right of access, upon prior reasonable notice, by any duly authorized representative of the County or Treasury for the purposes of inspection, copying and auditing. The right of access also includes the County's timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to Records. The right of access is not limited to the required retention period but lasts as long as Records are retained by Subrecipient.
- 3.8. RECORD RETENTION. The Records shall be maintained by Subrecipient and any sub awardees for a period of five (5) years after the later of the following: (a) final payment is made using Program Funds; (b) completion of all close-out procedures respecting the Program, as determined by the County in its sole discretion; or (c) resolution of all litigation, claims, negotiations, audits, or other actions in relation to the Program. Record Retention under the Program is subject to the terms of the Treasury Memorandum.

3.9. CLOSE-OUT. Subrecipient's and the County's obligations under this Agreement shall not end until all Program close-out requirements are completed, as determined by the County in its sole discretion. Activities during the close-out period shall include but are not limited to making final payments, disposing of Program Funds, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over any Program Funding.

4. MONITORING AND REPORTING

4.1. Subrecipient agrees to provide the County access to all necessary data and documentation gathered for purposes of monitoring Program compliance. Subrecipient shall provide the County with information and dates, in sufficient detail, that indicate the use of the funds for the Program and the impact and outcome of the services provided as specified in this Agreement. Failure to submit proper documentation including, but not limited to, documentation verifying eligible expenses may result in termination of this Agreement and recoupment of funds provided to Subrecipient.

4.2. Subrecipient shall provide to the County reports, on a periodic basis as defined by the County. Such reports shall summarize Subrecipient's receipts and expenditures of the funds provided to Subrecipient under this Agreement as detailed in Exhibit C and specify the Program Metrics and Performance Goals outlined in Exhibit B, attached hereto and incorporated herein. In addition, Subrecipient will furnish to the County, with reasonable promptness, such interim reports or such additional information in connection with the Services, as the County may periodically request. Reporting under the Program is subject to the reporting requirements of subsection (d) of section 603 the Act and Treasury's Compliance and Reporting Guidance, set forth in Exhibit B, attached hereto and incorporated herein. Subrecipient shall ensure that any sub award agreement includes metric reporting and monitoring of the sub awardee by the Subrecipient.

5. TERMINATION

- 5.1. TERMINATION WITHOUT CAUSE. This Agreement may be terminated by either Party without cause or for convenience at any time by providing at least thirty (30) days written notice to the other Party. Subrecipient shall include a termination without cause provision in any sub award agreements.
- 5.2. COUNTY'S TERMINATION FOR CAUSE. The failure of Subrecipient to observe and perform the terms, covenants, promises, and agreements on its part to be observed and performed under this Agreement constitutes an "Event of Default" after the passage of any applicable notice and cure period. Subrecipient will have thirty (30) days from the date written notice of default is delivered or mailed to Subrecipient in which to cure the default provided, however, that if an Event of Default is not reasonably capable of being cured within thirty (30) days, Subrecipient shall have such additional time as is reasonably necessary, as determined by the County, so long as Subrecipient has commenced to cure within thirty (30) days and is proceeding diligently to effect a cure. If Subrecipient fails to cure such Event of Default within the applicable cure period, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement for cause, in whole or in part, by giving written notice to Subrecipient of such termination and specifying the effective date thereof. In the event of such termination for cause, Subrecipient shall be compensated for that portion of the Services performed which have been fully and adequately completed and accepted by the County through the effective date of termination. In such case, the County shall have the right to take whatever steps it deems necessary to complete the Program and correct Subrecipient's deficiencies and charge the cost to Subrecipient, which shall be liable for the amount of damage, if any, sustained by the County by virtue of the Subrecipient's default. Subrecipient shall include a termination for cause provision in any sub award agreements.
- 5.3. FORCE MAJEURE. In the event that either Party is unable to perform any of its obligations under this Agreement because of natural disaster, actions or decrees of governmental bodies or communications failure not the fault of the affected party (referred to as a "Force Majeure Event"), the Party which has been so affected agrees to give immediate notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, this Agreement shall be suspended immediately. If the period of nonperformance exceeds ten (10) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may terminate this Agreement immediately by giving written notice to the other Party.
- 5.4. FUNDING AVAILABILITY/NON-APPROPRIATION. Funding for this Agreement is subject to availability of funds from the United States Government and appropriation by the County. In the event that no Program Funds or insufficient Program Funds are appropriated and budgeted for payments to be made under this Agreement, then the County shall promptly notify Subrecipient of such occurrence, and this Agreement shall terminate on the earlier of the last day of the month for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted.

5.5. DELIVERY OF INFORMATION. Subrecipient shall deliver to the County copies of all completed or partially completed information, programs, software (including source code), documentation or data (collectively, the “Documents”) developed, created, or invented in connection with the Services under this Agreement within fifteen (15) days after this Agreement is terminated or completed. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. Any advanced funds not yet spent for authorized work by Subrecipient shall be promptly returned to the County within fifteen (15) days of termination.

6. NOTICES

All notices shall be delivered in writing and shall be communicated by electronic mail and, optionally, also by, U.S First Class Mail, fax, or overnight courier to the Parties hereto at the addresses set forth below or at such other address as either Party may designate by written notice to the other:

To Subrecipient:

Patrick Rush
Vice President, Administration
15800 State Street
South Holland, Illinois 60473
708-210-5721
Prush@ssc.edu

To Cook County:

Kevin Schnoes
Deputy Director
Department of Environment and Sustainability
69 West Washington, Suite 1900
Chicago Illinois 60602
312-603-8214
Kevin.Schnoes@cookcountyil.gov

Either Party may designate a different address by giving the other Party ten (10) days written notice.

7. INDEMNIFICATION

7.1. Subrecipient shall indemnify, defend, and hold harmless the County its officers, directors, agents, employees, successors and assigns (“indemnified County parties”) from and against all claims and liability due to the activities of Subrecipient or another entity over which Subrecipient exercises control, performed under this Agreement and which result from any negligent act, error, or omission; intentional tort; intellectual property infringement; or failure to pay a subcontractor; committed by Subrecipient or another entity over which Subrecipient exercises control.

- 7.2. Subrecipient shall also indemnify, defend, and hold harmless the County and indemnified County parties from and against any and all expenses, including reasonable attorneys' fees which might be incurred by the County, in litigation or otherwise resisting said claims or liabilities which might be imposed on the County as the result of such activities by Subrecipient or another entity over which Subrecipient exercises control.

8. GOVERNING LAW AND VENUES

This Agreement shall be governed by and construed under the laws of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions or proceedings.

9. SEVERABILITY

In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions which can be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.

10. COMPLIANCE WITH LAWS (Subrecipient shall ensure that the following provisions are applied to any sub awardee of the Subrecipient in any applicable sub award or contract)

10.1. COMPLIANCE WITH STATE AND LOCAL REQUIREMENTS. Subrecipient acknowledges that this Agreement is governed under Illinois law and that the Subrecipient shall comply with all applicable state and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this Agreement, including but not limited to any compliance with prevailing wage laws. Any Subrecipient that is a not-for-profit organization must be registered with the Illinois Secretary of State to transact business in Illinois.

10.2. COMPLIANCE WITH FEDERAL REQUIREMENTS. Subrecipient understands that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act. The Agreement further requires compliance with certain provisions of Title 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable provisions of Title 2 CFR Part 200 and all other applicable Federal laws, regulations, executive orders, Treasury policies, procedures, and directives, as well as state and local laws, regulations, and policies governing the funds provided under this Agreement. Note that subrecipients should refer to the Uniform Guidance for the most current information on applicable federal regulations referenced in this agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under Federal law or regulation, the more stringent requirement shall control.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 CFR 200.303, 2 CFR 200.331-333, 2 CFR Part 200, Subpart E, and 2 CFR Part 200 Subpart F.

During the performance of this Agreement, Subrecipient shall comply with all applicable federal laws and regulations including, but not limited to the following:

10.2.1. COST PRINCIPLES.

Subrecipients should follow allowable cost guidance detailed in the federal regulations in 2 CFR Part 200, Subpart E. Subrecipients are responsible for effective management and administration of funds. Subrecipients should have strong internal controls and effective financial monitoring in place in order to ensure compliance with the allowable costs. Allowable cost federal regulations which apply to ARPA include, but are not limited to:

- Program funds may be used for a “reasonably proportionate” share of the costs required for federal single audits performed in accordance with the Uniform Guidance, 2 CFR Part 200, Subpart F.
- Administrative costs - both direct and indirect - associated with program implementation are permitted. Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs as long as they are accorded consistent treatment per 2 CFR 200.403. See Uniform Guidance, 2 CFR 200.412-200.414 for additional details.
- Per 2 CFR 200.303(a), the subrecipient must establish and maintain effective internal control over the award that provides reasonable assurance that the subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- The subrecipient management policies must consider the types of fraud that can occur within the entity to provide a basis for identifying fraud risks. Types of fraud, as defined by COSO, are as follows:
 - Fraudulent financial reporting - Intentional misstatements or omissions of amounts or disclosures in financial statements to deceive financial statement users. This could include intentional alteration of accounting records, misrepresentation of transactions, or intentional misapplication of accounting principles.
 - Misappropriation of assets - Theft of an entity’s assets. This could include theft of property, embezzlement of receipts, or fraudulent payments.
 - Corruption - Bribery and other illegal act

In addition to fraud, the subrecipient must consider other forms of misconduct that can occur, such as waste and abuse. Waste is the act of using or expending resources carelessly, extravagantly, or to no purpose. Abuse involves behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary operational practice given the facts

and circumstances. This includes the misuse of authority or position for personal gain or for the benefit of another. Waste and abuse do not necessarily involve fraud or illegal acts.

10.2.2. CASH MANAGEMENT.

SLFRF payments made to Subrecipient are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). Recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the Program award.

10.2.3. AUDIT REQUIREMENTS.

Subrecipient will be subject to a single audit pursuant to 2 CFR 200.501(a) if Subrecipient expends \$750,000 or more in Federal awards during their fiscal year.

If subject to the single audit, the Subrecipient must:

- Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509, and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511(b) and (c), respectively.
- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.

10.2.4. EQUIPMENT AND REAL PROPERTY MANAGEMENT.

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

10.2.5. MANDATORY DISCLOSURES.

In accordance with 2 CFR 200.113, the non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339.

10.2.6. NON-DISCRIMINATION.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on

the basis of race, color, or national origin under programs or activities receiving federal financial assistance; (b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and (e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Projects funded with SLRFR should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government.

10.2.7. EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of the Agreement, Subrecipient will be required to comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

10.2.8. COPELAND ANTI-KICKBACK ACT.

Subrecipient shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.

10.2.9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(a) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph 10.2.9(a) of this section, the Subrecipient, its contractor(s) or any subcontractor(s) responsible therefore shall be liable for the unpaid wages. In addition, any Subrecipient, and its subcontractor(s) shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth herein.

(c) Withholding for unpaid wages and liquidated damages: The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or its subcontractor(s) under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Selected Respondent(s), contractor(s) or subcontractor(s) for unpaid wages and liquidated damages as provided herein.

(d) Subcontracts: The Subrecipients or its subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR 5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Subrecipient shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.

(e) Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.

10.2.10. DEBARMENT & SUSPENSION.

This award is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Subrecipient is required to verify that none of its subrecipients or subcontractors (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Subrecipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, throughout the period of any contract that may arise from this Agreement.

10.2.11. BYRD ANTI-LOBBYING AMENDMENT.

Subrecipient certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Subrecipients shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency. If the Agreement exceeds \$100,000, the Subrecipient must certify compliance with the Byrd Anti-Lobbying Amendment. See, **Exhibit F**, Certification Regarding Lobbying.

10.2.12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR ACTS.

Subrecipient and any subcontractors must comply with 31.U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and subcontractors pertaining to any matter resulting from a contract.

10.2.13. CONFLICTS OF INTEREST.

Subrecipient must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

10.2.14. TRANSPARENCY ACT.

Subrecipient must report Subaward and Executive Compensation Information in compliance with 2 CFR Part 170.

10.2.15.PUBLICATIONS.

Any publication produced with funds from this award must also display the following language: “This project is being supported, in whole or in part, by federal award number Assistance Listing Number (ALN – formerly known as the CFDA) 21.027 awarded to Cook County by the U.S. Department of the Treasury

10.2.16.INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

10.2.17.REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

10.2.18. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITIONS ACT.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations apply to this Agreement, where applicable.

10.2.19.DISCLAIMER.

The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the federal award or any other losses resulting in any way from the performance of the federal award or any contract, or subcontract under this award. By accepting this Agreement from the County, the Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

10.2.20.CODE OF CONDUCT 2 CFR 200.318(c)(1).

The non-Federal entity (Subrecipient) must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts or subawards. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State,

local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

10.2.21 DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141–3148).

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

10.2.22 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10.2.23 CLEAN AIR ACT (42 U.S.C. 7401–7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251–1387), AS AMENDED.

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10.2.24 COMPLIANCE WITH 200.323 PROCUREMENT OF RECOVERED MATERIALS.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10.2.25 COMPLIANCE WITH § 200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

10.2.26 COMPLIANCE WITH § 200.322 DOMESTIC PREFERENCES FOR PROCUREMENTS.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

11. PROCUREMENT STANDARDS (Subrecipients shall ensure that the following provisions are applied to any sub awardee of the Subrecipient in any applicable sub award or contract)

Subrecipients are responsible for ensuring any procurement of goods or services using Program Funds is consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. Subrecipient must have documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of the federal Uniform Guidance, for the acquisition of property or services required under a federal award or subaward.

METHODS OF PROCUREMENT

When the value of the procurement for property or services under a federal award does not exceed the simplified acquisition threshold (SAT), as defined in 2 CFR 200.1, or a lower threshold established by Subrecipient, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

Informal Procurement Methods

- Micro-purchases - The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold as defined in 2 CFR 200.1.
- Small Purchases - The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

Formal Procurement Methods

When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by Subrecipient, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with 2 CFR 200.319.

The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

- Sealed Bids - A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction if the appropriate conditions are present (see 2 CFR 200.320(b)(1)(i)).
- Proposals - A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids.

Competition

The Uniform Guidance requires all procurement transactions for property or services to be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320. Non-competitive procurements are allowed only in circumstances where at least one of the following conditions is true:

- The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see 2 CFR 200.320(a)(1) for more detail).
- The item is available only from a single source.
- The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation.
- The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the Subrecipient; or
- After solicitation of a number of sources, competition is determined inadequate.

Subrecipient is required to have an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties.

12. PERSONALLY IDENTIFIABLE INFORMATION

Subrecipient and any of the Subrecipient's sub awardees must comply with 2 CFR 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information the County designates as sensitive or consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality including but not limited to compliance with the Illinois Personal Information Protection Act and other data privacy laws. See Exhibit E for additional guidelines and requirements regarding data privacy.

13. WORKERS' COMPENSATION

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

14. AMENDMENTS

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. Cook County may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

15. INSURANCE

Subrecipient shall provide and maintain, at Subrecipient's own expense, during the term of this Agreement and any time period following expiration if Subrecipient is required to return and perform any of the Services or Additional Services under this Agreement, sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

16. CONFLICT OF INTEREST

Subrecipient warrants and represents to the County that it does not have, nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Subrecipient warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that Subrecipient has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate this Agreement without liability.

17. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and cannot be modified or amended except by mutual written agreement of both Parties.

19. SEPARATE ENTITIES

It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the Parties as separate, independent, and distinct entities under Illinois or any other law. It is further understood and agreed that nothing herein is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint ventures between the Parties hereto, or as constituting the Parties as representatives of each other for any purpose.

20. NON-LIABILITY OF PUBLIC OFFICIALS

No official, employee or agent of the County shall be charged personally by the Subrecipient or by an assignee or subcontractor with any liability or expenses of defense or be held personally liable under

any term or provision of this Agreement, because of such County's execution of this Amendment or enforcement of the provisions herein.

21. INTERPRETATION

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

22. WAIVER

Whenever, under this Agreement, a Party, by a proper authority, waives another Party's performance in any respect or waives a requirement or condition of another Party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times a party may have waived the performance, requirement, or condition.

23. EXHIBITS

All Exhibits to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the Exhibits, the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Exhibit A – Scope of Work/Technical Specifications
- Exhibit B – Program Reporting Requirements
- Exhibit C – Monitoring and Fiscal Reporting
- Exhibit D – Request for Advance of Grant Funds
- Exhibit E – Data Privacy Guidelines and Requirements
- Exhibit F – Certification Regarding Lobbying

24. SIGNATURE AUTHORITY

A duly authorized agent for the Subrecipient is required to sign this Agreement on behalf of the Subrecipient. If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Cook County.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth.

South Suburban College

By: _____

Patrick Rush

Vice President, Administration

COUNTY OF COOK, ILLINOIS

By: _____

Deborah Stone, Director,

Department of Environment and Sustainability



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VII.A.1

Board Meeting Date: April 11, 2024

BOARD COMMITTEE

- Policy
- Finance
- Architectural
- Other

FUNDING

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

PROPOSAL SUMMARY

Move that the Board of Trustees approve the resignation of Avianca Taylor as a full-time Director of Financial Aid in the Financial Aid Department, effective March 18, 2024, and grant permission to advertise to fill the vacated position.

ESTIMATED COST OR BENEFIT

N/A

JUSTIFICATION OF ACTION

Replacement of this position aligns with Strategic Direction 2.7; Increase student satisfaction and engagement across all support services and academic services.

MOTION

Move that the Board of Trustees approve the resignation of Avianca Taylor as a full-time Director of Financial Aid in the Financial Aid Department, effective March 18, 2024, and grant permission to advertise to fill the vacated position.

Approvals:

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

K. Pigatti
Director of Human Resources 3/21/24
Date

[Signature]
Appropriate Vice President 3/21/24
Date

[Signature]
President 3/21/24
Date



South Suburban College
Office of the Vice President of
Student and Enrollment Services

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

To: Kim Pigatti, Director of Human Resources

From: Devon Powell, Vice President of Student and Enrollment Services

Date: March 21, 2024

Subject: Avianca Taylor

Avianca Taylor vacated the position as Director of Financial Aid on March 18, 2024. If additional information is required, please contact my office.

Devon Powell



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VII.B.1

Board Meeting Date: April 11, 2024

BOARD COMMITTEE

- Policy
Finance
Architectural
Other

FUNDING

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

PROPOSAL SUMMARY

Move that the Board of Trustees approve the appointment of Jabril Muhammad as a full-time Police Officer in the Campus Police Department, effective April 15, 2024.

ESTIMATED COST OR BENEFIT

This is a full-time position; classified Grade XI on the Support Staff Salary Schedule with a beginning annual salary of \$47,775, plus benefits. This position is partially grant-funded, utilizing COPS grant funds.

JUSTIFICATION OF ACTION

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

MOTION

Move that the Board of Trustees approve the appointment of Jabril Muhammad as a full-time Police Officer in the Campus Police Department, effective April 15, 2024.

Approvals:

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

Ramonde Williams
Originator 4/1/24 Date

Kim Pigatti
Director of Human Resources 4/1/24 Date

[Signature]
Appropriate Vice President 4/1/24 Date

[Signature]
President 4/1/24 Date



SOUTH SUBURBAN COLLEGE

PERSONNEL RECOMMENDATION

Position: Police Officer Date: 25 March 2024

Applications Received: 11 applications were received, 4 applicants did not respond to request for interview.

Applicants Offered Interviews: 7

Please list alphabetically the applicants who were interviewed for the position:

- Christian Clark
- Chiquita Jones-McKenzie
- **Katrina Kenady (Hired full-time)
- *Jabril Muhammad
- Jacques Rivera
- Jerold Rodish
- Shawn Toles

*Denotes Internal Applicants

Recommend for employment: Jabril Muhammad

Beginning Date: 15 April 2024 Salary/Placement: \$47,775.00

Originator Ramonde D. Williams Digitally signed by Ramonde D. Williams
Date: 2024.03.25 09:47:25 -05'00' Date 25 March 2024

Dean/Vice President Patrick Rush Digitally signed by Patrick Rush
Date: 2024.04.04 11:59:22 -05'00' Date 4/1/24

Human Resources Kim Plgatti Digitally signed by Kim Plgatti
Date: 2024.04.01 16:58:10 -05'00' Date 4/1/24

President Lynette D. Stokes Digitally signed by Lynette D. Stokes
Date: 2024.04.01 16:57:40 -05'00' Date 4/1/24



SOUTH SUBURBAN COLLEGE POLICE DEPARTMENT

SERVICE - HONOR - INTEGRITY - PROFESSIONALISM

(708) 596-2000, Ext. 2235 • **Tips** (708) 225-5847 sscpdtips@ssc.edu



Ramonde D. Williams
Chief of Police
rwilliams@ssc.edu

SOUTH
SUBURBAN
COLLEGE

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

October 5, 2023

Fulltime Police Eligibility Rankings

The following are the ranking results of the combined composite percentages of both the written exam and interviews scores. All ranking officers must successfully pass the background investigation to Department, Institution and State standard and, meet the physical agility requirement(s) when and if at the time it is necessary.

Board of Trustees

Terry R. Wells,
Chairman

Vivian Payne,
Vice-Chair

Janet M. Rogers,
Secretary

Kevin L. Daly

Anthony P. DeFilippo

Dr. Sherelene A. Harris

Anthony W. Williams

Dr. Lynette D. Stokes,
College President

NAME

SCORE

NAME	SCORE
Christian Clark (Declined)	87
Jerold Rodish (Disqualified)	79
Katrina Kenady (Eligible for hire) HIRED	79
Jabril Muhammad (Eligible for hire)	78.5
Jacques Rivera	66.5
Shawn Toles	64.5
Chiquita Jones-McKenzie	63.5

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

If there are any questions, please contact the Chiefs Office at
(708) 596-2000 Ext. 2235 or rwilliams@ssc.edu.



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VII.B.2

Board Meeting Date: April 11, 2024

BOARD COMMITTEE

FUNDING

- Policy, Finance, Architectural, Other, Operating, College Capital, Protection, Health and Safety, Grant Funded, Student Life, Special Levies

PROPOSAL SUMMARY

Move that the Board of Trustees approve the appointment of Sarah McAley as a full-time Academic & Career Advisor in he Student Development Department, effective May 21, 2024.

ESTIMATED COST OR BENEFIT

This is a full-time technical professional exempt (TPE) position; 40 hours per week, 52 weeks per year with a beginning annual salary of \$72,000 plus benefits.

JUSTIFICATION OF ACTION

This action aligns with Strategic Direction 2.7; Increase student satisfaction and engagement across all support services and academic services.

MOTION

Move that the Board of Trustees approve the appointment of Sarah McAley as a full-time Academic & Career Advisor in he Student Development Department, effective May 21, 2024.

Approvals:

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

Anissa Jones 4/1/24
Originator Date

K. Pigatti 4/1/24
Director of Human Resources Date

[Signature] 4/1/24
Appropriate Vice President Date

[Signature] 4/1/24
President Date



SOUTH SUBURBAN COLLEGE

PERSONNEL RECOMMENDATION

Position: Academic & Career Advisor Date: April 1, 2024

Applications Received: 19 applications were received, 7 applicants were qualified for the position.

Applicants Offered Interviews: 7

Please list alphabetically the applicants who were interviewed for the position:

- *Baker, LaKeshia
- Brown, Michelle
- Hernandez, Anastasia
- *Hinkle, Samuel
- *McAley, Sarah
- *Payne, Shari
- *Williams, Shaunta

*Denotes Internal Applicants

Recommend for employment: Sarah McAley

Beginning Date: May 21, 2024 Salary/Placement: \$72,000

Originator Anissa Jones Digitally signed by Anissa Jones
Date: 2024.04.05 10:21:01 -05'00' Date 4/5/24

Dean/Vice President Devon Powell Digitally signed by Devon Powell
Date: 2024.04.04 16:57:01 -05'00' Date 4/4/24

Human Resources Kim Plgatti Digitally signed by Kim Plgatti
Date: 2024.04.02 14:38:01 -05'00' Date 4/2/24

President Lynette D. Stokes Digitally signed by Lynette D. Stokes
Date: 2024.04.02 14:37:45 -05'00' Date 4/2/24



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VII.B.3

Board Meeting Date: April 11, 2024

BOARD COMMITTEE

FUNDING

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

PROPOSAL SUMMARY

Move that the Board of Trustees approve the appointment of Samuel Hinkle as a full-time Academic & Career Advisor in he Student Development Department, effective May 21, 2024.

ESTIMATED COST OR BENEFIT

This is a full-time technical professional exempt (TPE) position; 40 hours per week, 52 weeks per year with a beginning annual salary of \$68,000 plus benefits.

JUSTIFICATION OF ACTION

This action aligns with Strategic Direction 2.7; Increase student satisfaction and engagement across all support services and academic services.

MOTION

Move that the Board of Trustees approve the appointment of Samuel Hinkle as a full-time Academic & Career Advisor in he Student Development Department, effective May 21, 2024.

Approvals:

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

Anissa Jones 4/1/24
Originator Date

K. Pigatti 4/1/24
Director of Human Resources Date

[Signature] 4/1/24
Appropriate Vice President Date

[Signature] 4/1/24
President Date



SOUTH SUBURBAN COLLEGE

PERSONNEL RECOMMENDATION

Position: Academic & Career Advisor Date: April 1, 2024

Applications Received: 19 applications were received, 7 applicants were qualified for the position.

Applicants Offered Interviews: 7

Please list alphabetically the applicants who were interviewed for the position:

- *Baker, LaKeshia
- Brown, Michelle
- Hernandez, Anastasia
- *Hinkle, Samuel
- *McAley, Sarah
- *Payne, Shari
- *Williams, Shaunta

*Denotes Internal Applicants

Recommend for employment: Samuel Hinkle

Beginning Date: May 21, 2024 Salary/Placement: \$68,000

Originator Anissa Jones Digitally signed by Anissa Jones
Date: 2024.04.05 10:26:02 -05'00' Date 4/5/24

Dean/Vice President Devon Powell Digitally signed by Devon Powell
Date: 2024.04.04 16:57:16 -05'00' Date 4/4/24

Human Resources Kim Plgatti Digitally signed by Kim Plgatti
Date: 2024.04.02 14:38:01 -05'00' Date 4/2/24

President Lynette D. Stokes Digitally signed by Lynette D. Stokes
Date: 2024.04.02 14:37:45 -05'00' Date 4/2/24



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VII.B.4

Board Meeting Date: April 11, 2024

BOARD COMMITTEE

- Policy
- Finance
- Architectural
- Other

FUNDING

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

PROPOSAL SUMMARY

Move that the Board of Trustees approve the appointment of Shaunta Williams as a full-time Academic & Career Advisor in he Student Development Department, effective May 28, 2024.

ESTIMATED COST OR BENEFIT

This is a full-time technical professional exempt (TPE) position; 40 hours per week, 52 weeks per year with a beginning annual salary of \$65,000 plus benefits

JUSTIFICATION OF ACTION

This action aligns with Strategic Direction 2.7; Increase student satisfaction and engagement across all support services and academic services.

MOTION

Move that the Board of Trustees approve the appointment of Shaunta Williams as a full-time Academic & Career Advisor in he Student Development Department, effective May 28, 2024.

Approvals:

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

<u>Anissa Jones</u>	<u>4/1/24</u>
Originator	Date
<u>K. Pigatti</u>	<u>4/1/24</u>
Director of Human Resources	Date
<u>[Signature]</u>	<u>4/1/24</u>
Appropriate Vice President	Date
<u>[Signature]</u>	<u>4/1/24</u>
President	Date



SOUTH SUBURBAN COLLEGE

PERSONNEL RECOMMENDATION

Position: Academic & Career Advisor Date: April 1, 2024

Applications Received: 19 applications were received, 7 applicants were qualified for the position.

Applicants Offered Interviews: 7

Please list alphabetically the applicants who were interviewed for the position:

- *Baker, LaKeshia
- Brown, Michelle
- Hernandez, Anastasia
- *Hinkle, Samuel
- *McAley, Sarah
- *Payne, Shari
- *Williams, Shaunta

*Denotes Internal Applicants

Recommend for employment: Shaunta Williams

Beginning Date: May 28, 2024 Salary/Placement: \$65,000

Originator Anissa Jones Digitally signed by Anissa Jones
Date: 2024.04.05 10:25:08 -05'00' Date 4/5/24

Dean/Vice President Devon Powell Digitally signed by Devon Powell
Date: 2024.04.04 16:56:31 -05'00' Date 4/4/24

Human Resources Kim Plgatti Digitally signed by Kim Plgatti
Date: 2024.04.02 14:38:01 -05'00' Date 4/2/24

President Lynette D. Stokes Digitally signed by Lynette D. Stokes
Date: 2024.04.02 14:37:45 -05'00' Date 4/2/24



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VII.B.5

Board Meeting Date: April 11, 2024

BOARD COMMITTEE

FUNDING

Policy Finance Architectural Other Operating College Capital Protection, Health and Safety Grant Funded Student Life Special Levies

PROPOSAL SUMMARY

Move that the Board of Trustees approve the appointment of Michelle Brown as a full-time Academic & Career Advisor in he Student Development Department, effective May 28, 2024, pending successful completion of a criminal background investigation.

ESTIMATED COST OR BENEFIT

This is a full-time technical professional exempt (TPE) position; 40 hours per week, 52 weeks per year with a beginning annual salary of \$65,000 plus benefits.

JUSTIFICATION OF ACTION

This action aligns with Strategic Direction 2.7; Increase student satisfaction and engagement across all support services and academic services.

MOTION

Move that the Board of Trustees approve the appointment of Michelle Brown as a full-time Academic & Career Advisor in he Student Development Department, effective May 28, 2024, pending successful completion of a criminal background investigation.

Approvals:

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

Anissa Jones 4/1/24
Originator Date
K. Pigatti 4/1/24
Director of Human Resources Date
Appropriate Vice President 4/1/24
Date
President 4/1/24
Date



SOUTH SUBURBAN COLLEGE

PERSONNEL RECOMMENDATION

Position: Academic & Career Advisor Date: April 1, 2024

Applications Received: 19 applications were received, 7 applicants were qualified for the position.

Applicants Offered Interviews: 7

Please list alphabetically the applicants who were interviewed for the position:

- *Baker, LaKeshia
- Brown, Michelle
- Hernandez, Anastasia
- *Hinkle, Samuel
- *McAley, Sarah
- *Payne, Shari
- *Williams, Shaunta

*Denotes Internal Applicants

Recommend for employment: Michelle Brown

Beginning Date: May 28, 2024 Salary/Placement: \$65,000

Originator Anissa Jones Digitally signed by Anissa Jones
Date: 2024.04.05 10:22:00 -05'00' Date 4/5/24

Dean/Vice President Devon Powell Digitally signed by Devon Powell
Date: 2024.04.04 16:57:34 -05'00' Date 4/4/24

Human Resources Kim Plgatti Digitally signed by Kim Plgatti
Date: 2024.04.02 14:38:01 -05'00' Date 4/2/24

President Lynette D. Stokes Digitally signed by Lynette D. Stokes
Date: 2024.04.02 14:37:45 -05'00' Date 4/2/24



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VII.B.6

Board Meeting Date: April 11, 2024

BOARD COMMITTEE

Policy
 Finance
 Architectural
 Other

FUNDING

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

PROPOSAL SUMMARY

Move that the Board of Trustees approve the appointment of Philsheena Bankston as a full-time Financial Aid Coordinator in the Financial Aid Department, effective April 15, 2024, and grant permission to advertise to fill the vacated position, as needed.

ESTIMATED COST OR BENEFIT

This is a full-time position; classified Grade XI on the Support Staff Salary Schedule with a beginning annual salary of \$47,775, plus benefits.

JUSTIFICATION OF ACTION

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

MOTION

Move that the Board of Trustees approve the appointment of Philsheena Bankston as a full-time Financial Aid Coordinator in the Financial Aid Department, effective April 15, 2024, and grant permission to advertise to fill the vacated position, as needed.

Approvals:

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

Kim Pigatti
 Director of Human Resources

4/3/24
 Date

[Signature]
 Appropriate Vice President

4/3/24
 Date

[Signature]
 President

4/1/24
 Date



SOUTH SUBURBAN COLLEGE

PERSONNEL RECOMMENDATION

Position: Financial Aid Coordinator Date: 04/02/24

Applications Received: 5 applications were received, 2 applicants were qualified for the position.

Applicants Offered Interviews: 2

Please list alphabetically the applicants who were interviewed for the position:

*Philsheena Bankston

*Alexus Gee

*Denotes Internal Applicants

Recommend for employment: Philsheena Bankston

Beginning Date: April 15, 2024 Salary/Placement: \$47,775

Originator Devon Powell Digitally signed by Devon Powell
Date: 2024.04.02 17:13:54 -05'00' Date April 2, 2024

Dean/Vice President Devon Powell Digitally signed by Devon Powell
Date: 2024.04.02 17:13:24 -05'00' Date April 2, 2024

Human Resources K. Pigatti Date April 3, 2024

President Lynette D. Stokes Digitally signed by Lynette D. Stokes
Date: 2024.04.03 09:13:27 -05'00' Date April 3, 2024



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VII.B.7

Board Meeting Date: April 11, 2024

BOARD COMMITTEE

FUNDING

- Policy (x), Finance, Architectural, Other, Operating, College Capital, Protection, Health and Safety, Grant Funded, Student Life, Special Levies

PROPOSAL SUMMARY

Move that the Board of Trustees approve the appointment of Dr. J. D. Chavez as a full-time Executive Director of Accreditation & Institutional Effectiveness effective May 6, 2024.

ESTIMATED COST OR BENEFIT

This is a full-time Administrator position; 40 hours per week, 52 weeks per year, with a beginning annual salary of \$90,000 plus benefits.

JUSTIFICATION OF ACTION

This action aligns with Strategic Direction 5.2; Improve institutional effectiveness in all areas of the college.

MOTION

Move that the Board of Trustees approve the appointment of Dr. J. D. Chavez as a full-time Executive Director of Accreditation & Institutional Effectiveness effective May 6, 2024.

Approvals:

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

K. Pigatti
Director of Human Resources

4/4/24
Date

[Signature]
President

4/4/24
Date



SOUTH SUBURBAN COLLEGE

PERSONNEL RECOMMENDATION

Position: Executive Director of Accreditation & Institutional Effectiveness Date: 4/4/24

Applications Received: 22 applications received, 4 applicants were qualified for the position.

Applicants Offered Interviews: 4

Please list alphabetically the applicants who were interviewed for the position:

- *Chavez, J.D.
- *Riordan, Kevin
- Thomas, Barbara
- *Walters, Becky

*Denotes Internal Applicants

Recommend for employment: Dr. J.D. Chavez

Beginning Date: May 6, 2024 Salary/Placement: \$90,000 plus benefits

Originator Lynette D. Stokes Digitally signed by Lynette D. Stokes
Date: 2024.04.04 16:51:23 -05'00' Date 4/4/24

Dean/Vice President Lynette D. Stokes Digitally signed by Lynette D. Stokes
Date: 2024.04.04 16:51:39 -05'00' Date 4/4/24

Human Resources Kim Plgatti Digitally signed by Kim Plgatti
Date: 2024.04.04 12:23:18 -05'00' Date 4/4/24

President Lynette D. Stokes Digitally signed by Lynette D. Stokes
Date: 2024.04.04 16:51:46 -05'00' Date 4/4/24



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VII.B.8

Board Meeting Date: April 11, 2024

BOARD COMMITTEE

FUNDING

- Policy (x), Finance, Architectural, Other, Operating, College Capital, Protection, Health and Safety, Grant Funded, Student Life, Special Levies

PROPOSAL SUMMARY

Move that the Board of Trustees approve the appointment of Charlotte Guyton-Rutledge as Director of Human Resources in the Human Resources Department, effective April 29, 2024, pending successful completion of a criminal background investigation.

ESTIMATED COST OR BENEFIT

This is a full-time Administrator position; 40 hours per week, 52 weeks per year, with a beginning annual salary of \$100,000 plus benefits.

JUSTIFICATION OF ACTION

This action aligns with Strategic Direction 5.4; Improve operational efficiencies of all internal structures and processes.

MOTION

Move that the Board of Trustees approve the appointment of Charlotte Guyton-Rutledge as Director of Human Resources in the Human Resources Department, effective April 29, 2024, pending successful completion of a criminal background investigation.

Approvals:

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

K. Pigatti, Director of Human Resources, 4/4/24 Date

[Signature], Appropriate Vice President, 4/4/24 Date

[Signature], President, 4/4/24 Date



SOUTH SUBURBAN COLLEGE

PERSONNEL RECOMMENDATION

Position: Director of Human Resources Date: 4/4/24

Applications Received: 9 applications received, 4 applicants were qualified for the position.

Applicants Offered Interviews: 4

Please list alphabetically the applicants who were interviewed for the position:

- Guyton-Rutledge, Charlotte
- Hannah-White, LeToy
- *Mattox, Linda
- Serna, Michelle

*Denotes Internal Applicants

Recommend for employment: Charlotte Guyton-Rutledge

Beginning Date: April 29, 2024 Salary/Placement: \$100,000 plus benefits

Originator Patrick Rush Digitally signed by Patrick Rush
Date: 2024.04.04 15:10:07 -05'00' Date 4/4/24

Dean/Vice President Patrick Rush Digitally signed by Patrick Rush
Date: 2024.04.04 15:08:01 -05'00' Date 4/4/24

Human Resources Kim Plgatti Digitally signed by Kim Plgatti
Date: 2024.04.04 15:12:24 -05'00' Date 4/4/24

President Lynette D. Stokes Digitally signed by Lynette D. Stokes
Date: 2024.04.04 15:17:01 -05'00' Date 4/4/24



SOUTH SUBURBAN COLLEGE BOARD AGENDA REQUEST

ITEM: FY24-VII.C.1

Board Meeting Date: April 11, 2024

BOARD COMMITTEE

- Policy
- Finance
- Architectural
- Other

FUNDING

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

PROPOSAL SUMMARY

Move that the Board of Trustees approve the reappointment of Anthony Kyte as a full-time, grant-funded Adult Career Coach in the Workforce Development Department for Fiscal Year 2025.

ESTIMATED COST OR BENEFIT

Mr. Kyte will be reappointed for fiscal year 2025 with an annual salary of \$40,000 plus benefits. The salary for this position is grant-funded, and continued employment will be contingent upon receipt of grant funds.

JUSTIFICATION OF ACTION

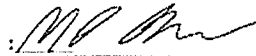
This action aligns with Strategic Direction 4.0; South Suburban College will enrich the community, enhance the quality of life for its residents, and strengthen and expand external partnerships.

MOTION

Move that the Board of Trustees approve the reappointment of Anthony Kyte as a full-time, grant-funded Adult Career Coach in the Workforce Development Department for Fiscal Year 2025.

Approvals:

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



Originator

3/22/24

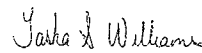
Date

K. Pigatti

Director of Human Resources

3/22/24

Date



Appropriate Vice President

3/22/24

Date



President

3/22/24

Date



GRANT-FUNDED EMPLOYEES AGREEMENT

THIS AGREEMENT, made this 1st 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 «First Name Last Name» (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 «Title», and GRANT-FUNDED EMPLOYEE desires to offer such services to the BOARD;

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

1. **TERM OF AGREEMENT** – Continued employment of GRANT-FUNDED EMPLOYEE is dependent upon continued receipt of grant funds. In the event that grant funds are fully expended or otherwise become unavailable during the term of this Agreement, GRANT-FUNDED EMPLOYEE’S agreement shall immediately terminate. The term of this Agreement is from July 1, 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;
 - b. Performing all assigned job functions, as well as any additional or other functions necessary for the position of the GRANT-FUNDED EMPLOYEE;
 - c. Meeting regularly with teachers, department chairs and other administrators, or any other individuals with whom it is necessary to develop program goals in order to meet grant or program mandates and to evaluate grant or program success;
 - d. Attending meetings of the BOARD as needed; and,
 - e. Completing other responsibilities as required or assigned by the BOARD or the assigned supervisor.
5. **COMPENSATION** – The GRANT-FUNDED EMPLOYEE’S annual salary is \$«Salary» effective July 1, 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 «Hours» hours per week of time, skill, labor and attention to the tasks assigned or those tasks that may become necessary in the course of GRANT-FUNDED EMPLOYEE’S duties during the term of this 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.

¹ 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 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 15th 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 15th 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 4th.
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 **\$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 GRANT-FUNDED EMPLOYEE. If GRANT-

FUNDED EMPLOYEE does not use the entire \$Flexible Benefit dollars the remaining balance will be paid to GRANT-FUNDED EMPLOYEE by direct payment no later than June 30 of the agreement year.

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

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

14. **TUITION WAIVERS** – GRANT-FUNDED EMPLOYEE is eligible for waivers of all tuition for only classes offered at the COLLEGE. Waivers of tuition for COLLEGE classes are available only to GRANT-FUNDED EMPLOYEE, GRANT-FUNDED EMPLOYEE'S spouse and the GRANT-FUNDED EMPLOYEE'S unemancipated children under the age of 26.

15. **TUITION REIMBURSEMENT** – Upon completion of one (1) year of employment with the COLLEGE, GRANT-FUNDED EMPLOYEE will be entitled to up to a One Thousand Five Hundred Dollars (\$1,500.00)

per year reimbursement for undergraduate and graduate classes, to the extent allowed and funded by the grant funding source. In order to be eligible for reimbursement, these courses must be job related and have been approved by the GRANT-FUNDED EMPLOYEE'S immediate supervisor and the COLLEGE President. Reimbursement will be limited to classes where a grade of "C" or better is earned. Reimbursement will not be provided for courses that are repeated. GRANT-FUNDED EMPLOYEE shall submit a copy of the paid tuition bill and a transcript showing the final grade within ninety (90) days of the end of the course in order to receive reimbursement. If GRANT-FUNDED EMPLOYEE resigns from the COLLEGE within one (1) year of the reimbursement, the amount of tuition reimbursement will be deducted from the employee's last paycheck.

16. **STATE UNIVERSITIES RETIREMENT SYSTEM** – GRANT-FUNDED EMPLOYEE may be eligible for SURS retirement benefits, if GRANT-FUNDED EMPLOYEE meets the minimum requirements established by the State Universities Retirement System ("SURS"). As set forth in the Agreement between the BOARD and the South Suburban College Support Staff Association, notice shall be provided at least three (3) months in advance of the retirement date. Upon retirement, the BOARD shall pay up to fifty-six (56) days of accumulated vacation days.
17. **SEPARATION** – Continued employment of GRANT-FUNDED EMPLOYEE is dependent upon continued receipt of grant funds. 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 22nd 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: _____