

**MINUTES OF REGULAR MEETING
BOARD OF TRUSTEES
ST. LOUIS COMMUNITY COLLEGE
THURSDAY, OCTOBER 24, 2019**

The Regular Meeting of the Board of Trustees of St. Louis Community College was held on Thursday, October 24, 2019, at the Corporate College, 3221 McKelvey Road, Bridgeton, MO, pursuant to notice and in accordance with Section 610.020 RSMo, as amended.

1. Call to Order and Roll Call

Dr. Kevin M. Martin, Chair, called the meeting to order at 6:20 p.m. The following members of the Board of Trustees were present: Dr. Kevin M. Martin, Chair; Ms. Pam Ross, Vice Chair; Ms. Anne Marshall, Trustee; Dr. Craig Larson, Trustee; Mr. Rodney Gee, Trustee; and Dr. Doris Graham, Trustee. Ms. Libby Fitzgerald, Trustee, was absent.

Also present were Dr. Jeff Pittman, Chancellor; Ms. Kate Nash, Tueth Keeney; and Ms. Jessica Grove, Associate for Board Relations.

2. Welcome to Guests

Dr. Martin welcomed guests attending the meeting.

3. Citizens Desiring to Address the Board Regarding Agenda Items

None

4. Adoption of Agenda/Revisions to Agenda

Mr. Gee moved and Dr. Graham seconded to adopt the agenda/revisions to the agenda. The Board unanimously adopted the agenda.

5. Recommended Approval of the September 9, 2019 Special Board Meeting Minutes and the September 26, 2019 Regular Meeting Minutes

On motion by Ms. Marshall and seconded by Mr. Gee, the Board unanimously approved the September 9, 2019 Special Board Meeting Minutes and the September 26, 2019 Regular Meeting Minutes.

6. External Audit Report

Mr. Matt Wallace, KPM CPAs and Advisors presented the external audit report.

7. Recognition of Student, Staff and Trustee Accomplishments

Ms. Nez Savala, Communications Manager, read statements of congratulations for students and staff on their recent awards and accomplishments.

8. Information Items

- Strategic Plan – Mr. Dennis White provided the Strategic Plan brochure for review. On motion by Mr. Gee and seconded by Dr. Graham, the Board unanimously approved the current Strategic Plan.
- Board Policies H, I, J – Dr. Kevin M. Martin provided an update on Board Policy review and revision. Dr. Martin encouraged attendees to provide feedback on the policy revisions and additions.

9. Recommended Approval of Resolutions Re: November 21, 2019 Executive Sessions of the Board of Trustees

On motion by Ms. Ross and seconded by Ms. Marshall, the Board, by a roll-call vote, unanimously (with Ms. Fitzgerald being absent) approved the resolution in Agenda Item #9, to schedule executive sessions of the Board on November 21, 2019 for the reasons and pursuant to the provisions of Section 610.022 of the Revised Statutes of Missouri stated in the resolution, all as more fully set forth in **Exhibit A** attached hereto and by this reference incorporated herein.

10. Recommended Lodging of Revised Board Policy H

On motion by Dr. Larson and seconded by Ms. Ross, the Board unanimously approved the lodging of revised Board Policy H.

11. Recommended Lodging of Revised Board Policy I

On motion by Ms. Marshall and seconded by Dr. Graham, the Board unanimously approved the lodging of revised Board Policy I as amended.

12. Recommended Lodging of Revised Board Policy J

On motion by Dr. Larson and seconded by Ms. Ross, the Board unanimously approved the lodging of revised Board Policy J.

13. Recommended Approval of Strategic Plan

Strategic Plan was approved in #8 Information Item.

14. Recommended Approval of Amended and Restated Non-Certificated Employees Retirement Plan (NCERP) of the Community College District of St. Louis-St. Louis County, MO Plan Document

Per the addendum, #14 was deleted from the Agenda.

15. Board Committee Reports

Board Policy Committee

None.

Childcare Center Committee

Dr. Pittman provided a report on childcare at the Forest Park Campus and proposed the following recommendations:

- a. Continue to encourage and further educate students about the CCAMPIS grant that can be used for childcare near their homes via the website and student advising. Establish a marketing plan for CCAMPIS which includes a list of licensed childcare centers near each campus.
- b. Conduct a data collection methodology to determine childcare need via collecting information from students who may need childcare services or financial support for childcare through the application process or other means. Establish a data set over the course of the 2020 calendar year to determine if need for additional support or an additional center is needed
- c. Employ a part time position (or utilize existing staff, or both) to educate students about financial assistance for childcare options, including the CCAMPIS grant, and to assist in marketing and communicating about opportunities within the College to assist with childcare
- d. Create an educational drop-off childcare center at Forest Park that is adequately staffed based upon the number of children enrolled
- e. Continue to search for grants that could assist in funding the development of and/or assist with the recurring costs of a child care center at Forest Park
- f. Study the feasibility of or implement a financial/aid scholarship or voucher program that may be made available to students by the College or a third party (donor) through the STLCC foundation, as per the current strategic initiatives campaign.

Ms. Ross thanked the committee for their work.

On motion by Ms. Ross and seconded by Ms. Marshall, the Board unanimously (with Ms. Fitzgerald being absent) voted to accept all of the Chancellor's recommendations except D.

16. Approval of Consent Agenda Items

Consent items were approved by a single motion and vote unless otherwise noted below.

16.1 Consent Item Motion and Vote

On motion by Dr. Graham and seconded by Mr. Gee, the Board unanimously approved the consent agenda items.

16.2 Academic Affairs

The Board, by consent, approved the following Resolution regarding academic affairs recommendations:

RESOLVED, that the Board of Trustees hereby approves the program recommendations all as more fully set forth in **Exhibit B** attached hereto and by this reference incorporated herein; and that, where appropriate, said programs be submitted to the Coordinating Board for Higher Education.

16.3 Human Resources

The Board, by consent, approved the following Resolution regarding human resource recommendations:

RESOLVED, that the Board hereby ratifies and/or approves personnel actions for certificated, physical plant and classified staff in accordance with established policies of the District, all as more fully set forth in **Exhibit C** attached to these minutes and by this reference incorporated herein; and

FURTHER RESOLVED, that, where appropriate, the Chair of the Board of Trustees or his designee is hereby authorized and directed to execute for and on behalf of the District, the appropriate contract or amendment to contract for the affected personnel.

16.4 Bid Awards

The Board, by consent, approved the following Resolution:

RESOLVED, that the Board of Trustees hereby accepts the bids and/or ratifies the contracts set forth in **Exhibit D** attached hereto and by this reference incorporated herein, to the lowest responsible bidder for the amounts indicated thereon and all in accordance with District specifications specified in the contract numbers indicated; said funds to be paid from the funds set forth in each item of Exhibit D; and

FURTHER RESOLVED, that the appropriate officer of the Board or the District be and hereby is authorized and directed to execute an appropriate contract in each instance.

16.5 Finance

A. Financial Reports

No items this month. Financial Reports will appear on a Quarterly Basis in November, February, May and August.

Ratifications

The Board, by consent, unanimously ratified investments/daily repurchase agreements and payments for services rendered all as more fully set forth in **Exhibit E** attached hereto and by this reference incorporated herein.

Resolutions

The Board, by consent, unanimously approved a resolution of funds disbursement all as more fully set forth in Exhibit E attached hereto and by this reference incorporated herein.

16.6 Contracts/Agreements

The Board was requested to approve the acceptance or renewal of various contracts, agreements and resolutions.

The Board, by consent, approved the following Resolution regarding the acceptance or renewal of various contracts, agreements and resolutions between the District and various agencies, corporations and individuals located throughout the District:

RESOLVED, that the contracts, agreements and resolutions set forth in **Exhibit F** attached hereto and by this reference incorporated herein, are adopted and approved; and

FURTHER RESOLVED, that the appropriate Officer of the Board or the District be and hereby is authorized and directed to execute an appropriate contract in each instance.

16.7 Workforce Solutions Group

The Board, by consent, approved the following Resolution regarding the ratification of direct pay agreements and the acceptance or renewal of various contracts, agreements and resolutions between the District and various agencies, corporations and individuals located throughout the District:

RESOLVED, that the contracts, agreements and resolutions set forth in **Exhibit G** attached hereto and by this reference incorporated herein, are adopted and approved; and

FURTHER RESOLVED, that the appropriate Officer of the Board or the District be and hereby is authorized and directed to execute an appropriate contract in each instance.

16.8 External Funds

The Board, by consent, approved the following Resolution regarding the acceptance of grants, contracts and equipment donations:

RESOLVED, that the Board of Trustees does hereby accept the grants, contracts, gifts and equipment donations for the College, all as more fully set forth in **Exhibit H**, attached hereto and by this reference incorporated herein; and

FURTHER RESOLVED, that the Chancellor be and hereby is authorized and directed to express appreciation, where appropriate, for and on behalf of the District; and

FURTHER RESOLVED, that with respect to federal grants for work-study programs, the Agency involved will be billed for matching funds and for Social Security; and

FURTHER RESOLVED, that the appropriate Officer of the Board or District be and hereby is authorized and directed to execute contracts with said agencies in each instance.

17. Communications

17.1 Chancellor's Report

Featured Update on Chancellor Goals - Goal 4: Maintain a Balanced Budget

Legislative Meetings

As many of you know, Ryan McKenna and I have been meeting and continue to meet with area legislators. It is our goal to have met with all 40 legislators prior to the start of the session in January. To date, we have met with each Senator individually, and with Representatives in small groups. This strategy appears to be very effective as it allows each legislator the opportunity to learn more about the College.

During the meetings, we have followed the below agenda:

- If desired, provide a tour of the new Center for Nursing and Health Sciences (the majority of legislators have chosen this option)
- Provide them an overview of our funding request for Core, as provided in my newsletter. If approved, this approach would assist in providing the College with additional funding, and also assist with equity issues that exist with funding among the other Colleges

- Provide them with an overview of key activities occurring in the College, such as the new Jump Start Scholarship program for free and reduced lunch children
- Discuss bills or potential bills that may impact the College. For example, any potential guns on campus or Title IX legislation

In addition, I have attended several fundraisers this fall for area legislators to make them aware of the great things happening at the College. To date, we have been well received by legislators and they are incredibly supportive of the work the College is currently involved with.

The Strategic Initiatives Campaign

Work continues with the silent phase of our \$20 MM Strategic Initiatives campaign. Currently, we are almost to 50% of goal and are continuing to make asks of corporations and foundations, and are beginning to ask for volunteers to serve on the campaign cabinet. Our goal is to reach 75% of the target amount before we announce the public phase of the campaign

Potential Ballot Item for an Increased Tax Rate or Bonding Authority
 Currently, the College has the lowest tax rate among all 12 community colleges. This week, Trustees Martin and Larson met with myself, several other leadership team members, and a representative from Patron Insight to begin discussions about the development of a survey to assess potential support for an increase to our tax rate or for bonding authority to be used to improve our aging facilities. As this work progresses, Patron Insight will seek input from all Trustees regarding the survey instrument and describe how the process will work. At this time, it is estimated that the survey will be administered between Thanksgiving and Christmas.

Consideration of Goal 8: Update Administrative Procedures with New Board Policy

Although not listed in my current goals, as you know, the Trustees are currently updating Board Policy. As a result, it is recommended that the Board adopt an 8th goal that would support this work with needed changes to Administrative Procedures. While the process for updating board policy is moving relatively quickly, it will most likely take time (FY 2020 and 2021) to update Administrative Procedures to align with Board Policy as we have several constituents across the College to receive input from.

ACCT Annual Leadership Congress

On October 16 – 19, Trustees Martin, Graham, Gee and Larson attended the 2019 ACCT Annual Leadership Congress in San Francisco. The conference was excellent, and Dr. Larson and College staff presented

during a break out session regarding the significance of how our STEM programs empowers economic growth in the Region. The session was well attended, and I heard many positive comments from Trustees and administrators who attended the presentation.

Meeting with Bargaining Units

This week Trustee Martin and I met with 6 of the College's Bargaining Unit Leaders to discuss the current Strategic Plan, and to make them aware of the development of our new plan (2020 – 2023), and how they could provide input into the plan. Dr. Martin also presented an update on the work with Board Policy that is currently underway.

17.2 Board Chair's Report

Dr. Martin welcomed Robin Phillips, the new Associate Vice Chancellor for Human Resources. Dr. Martin thanked the Childcare Committee for their work over the last several months. Dr. Martin shared that he along with Trustees Larson, Gee and Graham attended the ACCT Leadership Congress in San Francisco and invited the Trustees to provide feedback. Dr. Larson emphasized how STLCC works to develop the economy. Dr. Graham thanked the Board for sending her and announced that she was voted chair of the nominating committee and appointed as a state coordinator. Dr. Graham asked for a moment of silence for Representative Elijah Cummings. Mr. Gee commented that STLCC is making good progress. He also thanked the Board and Chancellor Pittman for their support during his mom's passing.

Dr. Martin alerted the Board that there are 26 states participating in the Second Chance Pell program and Missouri is not one of those states. This is an opportunity for Missouri to advocate for this program.

Dr. Martin also thanked the Chancellor and Union leadership for meeting and opening up a dialogue.

The Board will hold a workshop at 4pm on November 21st to work on survey questions for the development of a survey to assess potential support for an increase to STLCC's tax rate or for bonding authority to be used to improve aging facilities.

17.3 Citizens Desiring to Address the Board Regarding Other Concerns

Robert Miller, Advisor, addressed the Board regarding the advising redesign and struggles with Navigate.

Natasha Winston, Advisor, addressed the Board regarding the advising redesign and workload.

Anita Zieren, Advisor, addressed the Board regarding the advising redesign and caseload.

17.4 Board Member Comments

Dr. Graham thanked attendees.

Ms. Ross recognized Dr. Martin and Kate Nash for their work on the Policy revisions.

18. New Business

None

19. Adjournment

The Board adjourned the public session at 7:18 p.m.

20. Workshop

Enrollment Goals

Regina Blackshear and Matt Huber presented the Enrollment Goals and answered questions from the Board. Dr. Martin questioned the numbers for Dual Enrollment and offered support to help remove barriers to getting students to participate. Dr. Larson agreed and encouraged leadership to work with principals and superintendents to promote the DE/DC opportunities. Dr. Martin asked Mr. Huber and Ms. Blackshear to prepare Dual Enrollment goals by school district that are more aggressive and present those goals at the November 21st board of trustees meeting.

Sustainability – Energy Consumption and Water Usage

Mr. Paul Zinck and Mr. Mark Swadener presented the report on Sustainability – Energy Consumption and Water Usage. In the future, the Board will ask for sustainability goals.

Scheduling

Dr. Carol Lupardus and Mr. Dennis White, on behalf of the committee, provided an update on Universal Scheduling. Dr. Larson encouraged the committee to seek the input from students on what type of schedules they would like. Dr. Martin restated that the Board expects centralized scheduling by the fall of 2020 and looks forward to another update at the January board meeting.

21. Adjournment

The workshop adjourned at 7:52 p.m.

Respectfully submitted,


Jessica Grove
Associate for Board Relations



Board of Trustees

Kevin M. Martin, Ed.D., Chair
Pam Ross, Vice Chair
E. Libby Fitzgerald
Rodney Gee
Doris Graham, Ph.D.
Craig H. Larson, Ed.D.
Anne Marshall

MEMORANDUM

To: Board of Trustees
From: Jeff Pittman 
Date: October 24, 2019
Subject: Board Agenda Modifications

<u>Section</u>	<u>Agenda Item</u>
10	Recommended Lodging of Revised Board Policy H (see attached)
11	Recommended Lodging of Revised Board Policy I (see attached)
12	Recommended Lodging of Revised Board Policy J (see attached)
14	Delete: Recommended Approval of Amended & Restated Non-Certificated Employees Retirement Plan (NCERP)

Consent Agenda Addendums

16.3 FURTHER RESOLVED, that, where appropriate, the **Chair of the Board of Trustees, the Chancellor of the District**, or his designee is hereby authorized and directed to execute for and on behalf of the District, the appropriate contract or amendment to contract for the affected personnel.

Additional Compensation / Classified Staff Professional Staff
Crabson, Shannon, MC, Secretary, pay rate \$37,087*

*Reflects a 12.29% increase per the Classified Office and Technical Bargaining Unit Resolution Article XXI, Section C Additional Compensation, #2: If the employee performs the full scope of duties or significant but partial additional duties of a higher range level classification, the salary increase will normally consist of an increase of up to 10 percent (10%) over their current salary but not less than the minimum or higher than the maximum of the higher range level.

16.6 Contracts and Agreements
Delete: Recommended approval of Agreement Between HR TailorMade and St. Louis Community College

H. Business and Finance

H.1 Fiscal Year

The fiscal year for the College will begin on July 1 of each year and will end on June 30 of the next succeeding calendar year.

Reviewed November 2019

H.2 Fiscal Budget

The ~~C~~hancellor will ~~each year~~ prepare, or cause to be prepared, an annual estimate of the income and revenue available for expenses to be incurred in the forthcoming fiscal year and will at the same time prepare or cause to be prepared an estimated budget for the operation of the College in the forthcoming fiscal year. The Board of Trustees shall hold a budget planning workshop by no later than April of each year. Each report shall be submitted to the Board of Trustees for consideration by no later than June 1 of each year.

The Board of Trustees shall adopt a budget at the regularly scheduled Board meeting occurring in June of each year upon approval by a majority of all of the members of the Board of Trustees. The estimated budget will be divided into those specific subdivisions deemed necessary for fiscal control. Upon such approval, all sums and budgeted personnel lines set forth in the budget will be deemed appropriated for the purposes therein set out. No expenditure will be made which is not authorized by the budget.

If the Board of Trustees fails to adopt a budget by the end of the fiscal year, it will thereafter appropriate on a monthly basis such funds as will be necessary to operate the College until a budget is adopted.

The budget may be amended after adoption only by a majority vote of all members of the Board of Trustees.

During the fiscal year, the Vice Chancellor for Finance and Administration may approve transfers of unencumbered balances or portions thereof from the expenditure authorization of one department, cost center or other classification to another, as long as it does not exceed the total approved budget.

The following guidelines shall inform the budget preparation process:

- ~~• Maintenance fees and all student fees combined should equal approximately 33 percent of the total revenue budget.~~

- The estimated budget should include salary and benefit categories that do not exceed 75 percent of the total general operating budget.
- The estimated budget should include capital fund commitments that do not exceed 8 percent of the total general operating budget.
- The estimated budget may include leasehold bond payments that do not exceed 5 percent of the total general operating budget.

~~The chancellor will file the report of estimated revenues and expenses, submit the estimated budget to the Board no later than June 1 of each year, and the Board will normally adopt a budget at the regular June Board meeting of each year.~~

~~The estimated budget will be deemed the operating budget for the forthcoming fiscal year when approved by a majority of all of the members of the Board of Trustees.~~

~~Upon such approval all sums and budgeted personnel lines set forth in the budget will be deemed appropriated for the purposes therein set out. No expenditure will be made which is not authorized by the budget.~~

~~If the Board fails to adopt a budget by the end of the fiscal year, it will thereafter appropriate on a monthly basis such funds as will be necessary to operate the College until a budget is adopted.~~

~~The budget may be amended after adoption only by a majority vote of all members of the Board.~~

Revised November 2019

H.2.1 Fiscal Stability

The College shall maintain an unrestricted undesignated general operating fund balance of eight to twelve percent (8 to 12%) percent of the total general operating budget as approved by the Board of Trustees at the regularly scheduled annual June Board meeting. This targeted fund balance may be adjusted by the Board as necessary to address unforeseen financial constraints or allocation plans.

Revised November 2019

H.2.2 Financial Exigency

It is the responsibility of the ~~chancellor~~ Chancellor and the ~~College~~ Board of Trustees to determine the necessity for a ~~C~~college-wide financial retrenchment arising from significant reduction in state funding, a significant decline in property tax revenues, and/or a significant downturn in enrollment. This determination of financial exigency and the appropriate response shall be developed through a collaborative process, with staff, faculty and administration represented, that considers appropriate reductions in expenses, changes to the budget, changes in the ~~C~~college's organization, retraining or cross-training of personnel, personnel transfer, reassignment or layoff.

Revised November 2019

H.3 Payment of Expenses

All expenses of the College will be paid using an authorized requisition process, properly approved payment documents, or an approved procurement card process. All requisitions and payment documents will be authorized by the approvers identified by management at each College location. The requisitions and payment documents will show the budget account against which the charge is being made.

Reviewed November 2019

H.4 Purchases of Less Than ~~\$~~75,000

~~Purchases of \$75,000 or less a single item or multiple items of equipment, supplies, sundries, maintenance and periodic service agreements, and non-realty leases with an aggregate dollar value of less than \$5,000 per transaction per department may be approved by the Chancellor, Vice Chancellor for Finance and Administration, purchasing agent, or as delineated in Board Policy. made by a cost center manager without competitive bidding.~~

Revised November 2019

H.4.1 Purchase of Less Than \$5,000

Purchases of a single item or multiple items of equipment, supplies, sundries, maintenance and periodic service agreements, and non-realty leases with an aggregate dollar value of less than \$5,000 per transaction per department may be made by a cost center manager without competitive bidding.

Revised November 2019

H.4.2 Purchases in Excess of \$5,000 but Less Than \$25,000

Purchases of a single item or multiple items of equipment, supplies, sundries, maintenance and periodic service agreements, and non-realty leases, as well as the award of blanket contract agreements, with an aggregate dollar value in excess of \$5,000 but less than \$25,000 per transaction per department may be made by the Colleges purchasing agent after securing at least three informal bids.

Revised November 2019

~~H.5 Purchases in Excess of \$5,000 but Less Than \$25,000~~

~~Purchases of a single item or multiple items of equipment, supplies, sundries, maintenance and periodic service agreements, and non-realty leases, as well as the award of blanket contract agreements, with an aggregate dollar value in excess of \$5,000 but less than \$25,000 per transaction per department may be made by the Colleges purchasing agent after securing at least three informal bids.~~

Deleted November 2019

~~H.5.1 Restrictions for Purchases Exceeding \$5,000 / Academic Selections~~

~~When a purchasing transaction exceeds \$5,000 and involves materials which will primarily be used in classroom instruction, academic program personnel may request that a product be specified on a “no substitute basis to the exclusion of functionally equivalent items when any of the following circumstances exist:~~

- ~~· College-wide standards are developed for item(s) which will be used by all related programs, for a specified period of time, when provisions are made for periodic review and update of said standards.~~
- ~~· A particular program is so unique as to make the development of college-wide standards unworkable, but it can nevertheless be demonstrated that certain students would derive additional benefit from the purchase of that specific item.~~
- ~~· A particular program requires that students receive training in the use of certain items as a precondition of professional licensing or certification.~~

~~A particular item has such a pervasive market penetration in the area as to present an employment or academic admissions advantage to students who have direct experience in use of that item.~~

~~In all instances cited above, Board approval will be obtained for each exemption before the initiation of the acquisition process.~~

Deleted November 2019

H.6 4.3 Purchases in Excess of \$25,000 but Less Than \$75,000

Purchases of a single item or multiple items of equipment, supplies, sundries, maintenance and periodic service agreements, and non-realty leases, as well as the award of blanket contract agreements, with an aggregate dollar value in excess of \$25,000 but less than \$75,000 per transaction per department will be informally bid by the College's purchasing agent. The informal bid process utilized by the College's purchasing agent will include public notice. Such transactions may be approved by the Chancellor, the Vice Chancellor for Finance and Administration, or the College's purchasing agent, and will be submitted for ratification at the next Board of Trustees regularly scheduled Board meeting. and thereafter presented to the Board of Trustees for its approval before execution of any contract or Purchase Order. ~~The informal bid process utilized by the College's purchasing agent will include public notice actions.~~

Revised November 2019

H.7 5 Purchases in Excess of \$75,000 / Formal Bids

Purchases of a single item or multiple items of equipment, supplies, sundries, maintenance and periodic service agreements and non-realty leases, as well as the award of blanket contract agreements with an aggregate dollar value in excess of \$75,000/formal bids per transaction per department ~~will be formally bid by the College's purchasing agent.~~ require formal bidding by the College's purchasing agent and submitted to the Board of Trustees for approval.

A formal bid requires that:

- advertisements will be placed in at least two newspapers, not less than one of which is of general circulation, on at least two separate occasions during two separate weeks;
- the bid will be issued in writing; the bid will be opened and read in public at a pre-announced date, place and time.

The results of the bid process will be presented to the Board of Trustees for its approval before execution of any contract or *Purchase Order*.

Revised November 2019

H.68 Purchases in Excess of \$5,000 Involving Restricted Bid Lists

When a purchasing transaction exceeds \$5,000 and it can be demonstrated to be in the best interest of the College to restrict qualified bidders from participating in the process, the College's purchasing agent or a College officer will have a complete-detailed explanation of the need for this restriction prepared and placed on file with the records of the transaction. Examples of restricted purchases include, but are not limited to, the following:

- interface requirements with existing products;
- requirements of an external funding agency;
- requirements of a certifying agency;
- licensed or copyrighted materials such as books, periodicals, newspapers, trade journals and computer software products.

In some instances, the restriction may cause the elimination of all but one qualified bidder. If it can be documented that the goods and/or services required are available from a single source only, then the solicitation of either informal or formal bids may be waived. ~~However, Board approval is still required before execution of any contract or *Purchase Order* if the aggregate award amount is \$25,000 or greater. At the next regularly scheduled Board of Trustees Board meeting, the bid will be submitted for ratification. If the aggregate award amount is in excess of \$25,000 but less than \$75,000 of any contract or *Purchase Order*, such transactions may be approved by the Chancellor, the Vice Chancellor for Finance and Administration, or the College's purchasing agent. However, if the aggregate award amount is \$75,000 or greater, the bid must be submitted to the Board of Trustees for approval before execution of any contract or *Purchase Order*.~~

Revised November 2019

H.6.7 Minority-Owned Businesses and Women-Owned Businesses

The College will develop a program related to diversity in procurement of supplies and services. The program will be developed to encourage and increase participation of Minority-Owned Businesses (MBE) and Women-Owned Businesses (WBE) in College contracting and procurement and will include

annual goals for both MBE and WBEs. The program goals will be presented to the Board for approval annually by June of each year.

Adopted November 2019

H.79 Exempted Purchases

H.7.1 Emergency and Time-Sensitive Purchases

The Board of Trustees acknowledges that certain situations may arise when processing a request for purchase through normal channels may prove detrimental to the interests of the College. In such instances, College officers may take corrective action as required by the situation. Examples include, but are not limited to, the following:

- emergency replacement or repairs to College equipment and supplies due to systems failure, acts of nature or vandalism;
- removal of hazardous materials or situations.
- critical, mission-sensitive, and/or time-sensitive acquisitions that support technology and/or instruction.

When the total amount expended exceeds the Board approval requirement level of \$725,000, College officers will submit a complete summary of expenditures and an explanation of the procurement to the Board of Trustees for its ratification at the next regularly scheduled Board meeting.

Revised November 2019

H.7.210 Purchase and/or Lease of Instructional Materials

Bookstore administration, Instructional Resources administration, Workforce Solutions Group and Continuing Education are authorized to purchase and/or lease instructional materials for use in educational programs. Competitive bidding and Board of Trustees approval requirements will be waived when these materials are stipulated by:

- College faculty with appropriate administrative approval.
- College faculty and library employees (for inclusion in the library collections to support the Instructional Resources program).
- Coordinators, instructors or facilitators of Workforce Solutions Group or Continuing Education programs (for use in those programs).

Materials not stipulated by any of the above and purchases which utilize the service of book jobbers and subscription agencies must be purchased in compliance with College policy governing all other purchases.

Revised November 2019

H.7.3 Ratifications With and Without Prior Board Approval

When a College officer determines that following normal bid and Board of Trustees approval procedures would compromise the College's interest, the Board of Trustees must be informed of that determination and provided a rationale within twenty-four (24) hours of approval. The College's purchasing agent, Controller, or a College officer may then conduct a bid, proceed with an award and bring said award to the Board of Trustees for its ratification at the next regularly scheduled Board meeting. However, whenever possible, prior notice and permission to bid, award and bring for ratification should be obtained from the Board of Trustees in advance of the execution of contracts and/or Purchase Orders. In said cases, the Board Chair shall be given notice prior to award.

Revised November 2019

H.814 Cooperative Contracts for Purchases

Any cooperative contracts established by: (1) the state of Missouri, (2) other public agency governed by the laws of the state of Missouri, or (3) any higher education compact or consortium governed by the laws of the state of Missouri may be used by the College in lieu of competitive bidding for the purchase of equipment, supplies, sundries, non-realty leases, maintenance and periodic service agreements. Acquisitions of \$725,000 or more require prior Board approval.

Revised November 2019

H.912 Failure to Obtain Three Competitive Bids

In the event that fewer than three responses to a bid are received and the interests of the College will be served by proceeding with an award, the College's purchasing agent or a College officer may proceed with an award to the lowest qualified responding bidder, provided:

- a. the number of bidders contacted constitutes a fair representation of the potential market; and

- b. non-responsive bidders are contacted to certify they received the original bid request; and
- c. a complete explanation of why a re-bid is not recommended is placed on file; and
- d. the lowest qualified bid is less than \$25,000.

In the event the lowest qualified bid exceeds \$25,000 and a re-bid is not recommended, items a through c should be included in any recommendation presented to the Board of Trustees.

Revised November 2019

H.1013 Notification to Formal Bidders

All responding bidders on bids ~~addressed in H7~~ requiring Board of Trustees approval will be notified in writing of the College's recommendation. In addition, the College's administration will advise these bidders of the procedures to be followed in the event they wish to challenge the College's recommendation for award for any reason.

Revised November 2019

H.1114 Change Orders

Any changes to the vendor recommended for award or to the material conditions of the award or to the award amount on *Purchase Orders* or blanket contract agreements previously approved by the Board of Trustees will be resubmitted for Board approval before any formal *Change Order* notice is issued. In the event that such changes involve less than a 10 percent increase, up to a maximum of \$~~7550~~,000, in the total award amount, the Chancellor or Vice Chancellor for Finance and Administration ~~is-are~~ authorized to execute approval ~~as he/she deems appropriate~~.

Changes to orders and ~~contracts which~~contracts, which have been bid but have not previously been approved by the Board of Trustees may be executed by the purchasing agent, provided the changes do not increase the total award in excess of \$~~725~~,000.

Changes to ~~orders which have not previously been bid~~orders, which have not previously been bid, may be requested by the ordering department, provided the change does not increase the total award in excess of \$5,000.

Revised November 2019

~~H.15 Ratifications With and Without Board Approval~~

~~When a College officer determines that the Colleges interests would be compromised if normal bid and Board approval procedures were to be followed, the Board must be informed of that determination and provided a rationale. The College's purchasing agent or a College officer may then conduct a bid, proceed with an award and bring said award to the Board for its ratification. However, whenever possible, prior notice and permission to bid, award and bring for ratification should be obtained from the Board in advance of the execution of contracts and/or *Purchase Orders*.~~

Deleted November 2019

H.1246 Payments for Services Rendered

Cost Center managers may engage professional service providers, service provider fees and all related costs of \$1,000 or more per engagement and/or that have a cumulative cost of \$1,000 or more per fiscal year require the approval of a ~~college~~College officer before the execution of a contract or purchase order agreement and before the commencement of said services. Any activity which exceeds \$5,000 per engagement must have Board approval before the execution of any contract or Purchase Order agreement and commencement of said services. Any activity which causes the total annual cost of services with a single service provider to exceed \$10,000 per annum must have Board of Trustees approval before the execution of any contract or *Purchase Order* agreement and commencement of said services. Given the wide range of skills, talents and knowledge of current College employees, staff will be utilized when practical before seeking external consultant services.

A summary of all payments for services rendered will be submitted to the Board of Trustees for ratification on a semi-annual basis by January and August of each year.

Revised November 2019

H.1713 Insurance Consultants

Insurance consultants will not be involved in the selling of insurance policies to the College. Bids will not be solicited from firms ineligible by reason of such involvement.

Reviewed November 2019

H.1347.1 Insurance Broker

The College will use an insurance broker for the placement of certain insurance coverage. The broker will have the authority to represent the college in soliciting quotes for the renewals of the College insurance policies. The broker will present these quotes to the appropriate college administrator for review and the appropriate College approvals.

The insurance broker will be selected and approved in accordance with Board Policy.

Reviewed November 2019

H.1418 License and Distribution Contracts

In those instances when a vendor refuses to allow the College's *Purchase Order* or contract document to solely govern a transaction(s) and requires that the College additionally sign a contract or license agreement as a condition of supplying a product or service, the College's purchasing agent or authorized employee may, on behalf of the College, sign a contract or agreement provided:

- the terms and conditions of the vendor's contract do not surrender the sovereign rights of the College as a political subdivision of the state of Missouri; and
- the terms and conditions of the vendor's contract are reasonable, appropriate to the circumstances, and support the College's mission.

Reviewed November 2019

H.1915 Continuing Education Programs

The ~~administration-Chancellor or College officer is-are~~ authorized to contract with entities in order to conduct Continuing Education programs at off-site locations. The ~~administration-Chancellor or College officer is-are~~ also authorized to contract for services necessary to conduct those off-site Continuing Education ~~programs~~Programs, including, but not limited to, transportation, meals, facility rental, equipment fees and instructional fees.

- All Continuing Education program contracts and related expenditures will be reviewed and approved in advance by the Chancellor, or a College officer ~~-or appropriate administrator.~~

- A summary of all Continuing Education program contracts and expenditures will be submitted to the Board of Trustees for ratification on a semester-by-semester basis, semi-annual basis by January and August of each year.

If the aggregate cost of any said contract obligates the College to expend more than \$~~4075~~,000 in any one semester, a contract must be approved by the Board of Trustees before execution of said contract.

Revised November 2019

H.~~20-16~~ Fees and Fines

Each year the Board of Trustees will approve a schedule of all credit-hour based fees for the upcoming academic year. The Board of Trustees shall approve and publish the schedule by no later than April of each year, to go into effect the upcoming academic year beginning in the fall.

Annually, the Board of Trustees will also approve and publish other academic course-related fees, fees for non-credit programs, fees for other services provided by the College, and fines.

Adopted November 2019

H.~~20.1~~ Maintenance Fees

~~Students must have no outstanding debt with St. Louis Community College in order to register for credit or continuing education classes or programs or engage any new services from St. Louis Community College. Debt for maintenance fees incurred through returned checks, failed payment plans, or failed financial aid may cause the student to be dropped from class and refunded in accordance with the college's published guidelines. Exceptions may be granted in writing by the Chancellor or the Vice Chancellor of Finance and Administration.~~

- ~~1. The maintenance fees for resident* students of the St. Louis Community College District have been established by the Board at \$96 per credit hour in fall 2019.~~

~~*Resident students will be defined as set forth in Board Policy G.7.3, Residency Requirements.~~

- ~~2. Missouri Residents who are non-residents of the St. Louis Community College District – The maintenance fee has been established by the Board at \$144 per credit hour in fall 2019.~~
- ~~3. Out Of State Students – The maintenance fee has been established by the Board at \$204 per credit hour in fall 2019.~~
- ~~4. International Students – The maintenance fee has been established by the Board at \$214 per credit hour in fall 2019.~~

Deleted November 2019

H.16.1 Senior Citizen Fee Reduction -

Senior citizens who are residents of the St. Louis Community College District (those 60 years and older) may enroll in most credit and non-credit courses of the College at a fifty percent (50%) percent reduction in maintenance student activity, and technology fees. Senior citizen registration may be subject to the following conditions:

- proof of age if requested;
- a maximum limit of the number of senior citizen reduced fee enrollments in any given class;
- exclusion of reduced fees for tours and travel courses.

Reviewed November 2019

H.16.2 Senior Citizen Scholarship

Missouri residents who are at least 65 years of age, on or before the first day of the semester of registration, will be awarded a scholarship to be exempt from maintenance fees when enrolling in courses on a space-available basis with the following conditions:

- proof of age required;
- satisfy all other College entrance requirements and prerequisites;
- scholarship may be utilized only on a space-available basis following enrollment of paying students;
- courses taken utilizing this scholarship benefit will be on a non-credit basis (for audit);
- Senior Processing Fee - Credit Courses - Registration fee will be \$15 assessed to the scholarship recipient per semester and is non-refundable;

- Senior Processing Fee - Non-credit Courses - Registration fee will be \$5 per course to a maximum of \$25 per semester and is non-refundable;
- student is responsible for other fees, such as materials, etc.

Reviewed November 2019

H.16.3 Delivery Out-Of-District

—A variable fee has been established by the Board of Trustees based on unusual costs for delivering instruction out-of-district. This fee is calculated from projected costs and enrollment and is added to the applicable maintenance fee and other fees.

Reviewed November 2019

H.16.4 Dual Credit Maintenance and Service Fee Reduction Policy

Statement:

Dual credit maintenance and service fee reduction – students who are enrolled in public and private high schools in the St. Louis Community College district may enroll in dual credit courses offered by the College, and pay a credit hour maintenance fee to be determined and negotiated through dual credit course agreements with participating school districts.

Students must complete all College mandated procedures each semester in which they wish to participate in the dual credit program.

Dual Enrollment Maintenance Fee Reduction – Students qualifying for dual enrollment status may enroll in credit courses offered by the college at a fifty percent (50%) ~~percent~~ reduction in maintenance fees for which they are otherwise eligible.

~~Dual credit registration will be subject to the following conditions:~~

~~• Students must be enrolled freshmen, sophomores, juniors or seniors at the high school.~~

~~• Juniors and Seniors must have obtained a minimum, overall grade point average of 2.5 (on a 4.0 scale) and meet the same admissions requirements to individual courses as the College's on-campus students; Sophomores must have a 3.0 (on a 4.0 scale); Freshmen must have a 3.0 (on a 4.0 scale) and a 90th percentile scaled score on the ACT Entrance Exam.~~

~~Students must obtain prior written approval from their high school principal or his/her designee to participate. Furthermore, students must obtain prior written approval from their parents or guardians to participate.~~

~~Students must submit a high school transcript, the principal's or his/her designee's written approval and parental approval to the School and Community Partnerships office at the College.~~

Revised November 2019

H.20.2 College Activity Fee

~~Each student will be assessed a fee of \$6.50 per credit hour or equivalent credit hour. The \$6.50 per credit hour will be allocated:~~

- ~~• \$1 to auxiliary enterprises fund for the retirement of revenue bonds and maintenance of student centers.~~
- ~~• \$2.50 for the support of public safety, pedestrian and traffic access, emergency loans and for public transportation passes for students in credit bearing classes.~~
- ~~• \$3 for college activities—the first \$200,000 collected for college activities will be designated as general revenue to support student athletics.~~

Deleted November 2019

H.20.3 St. Louis and St. Louis County Organizations Student Fees

~~The College may apply in-district maintenance and student activity fees to institutions, businesses, industries or service organizations when all the following apply:~~

- ~~• the institution or organization has a contract with the College;~~
- ~~• the institution or organization commits, in writing, to pay St. Louis Community College fees for the student, with the student paying any balance in advance;~~
- ~~• the operating unit of the institution or organization is located within the district, or the institution or organization significantly contributes to the College through tax revenues or through other means which the College will determine on a case-by-case basis.~~

Deleted November 2019

~~H.20.4 Credit by Examination Fee~~

~~A non-refundable fee will be charged for each application for credit by examination for each course. The fee will be the resident maintenance plus the College activity fee for one semester hour assessed during the time period of the application.~~

Deleted November 2019

~~H.20.5 Transcript Fee~~

~~A fee of \$5 will be charged for each official copy of a College transcript. Transcripts sent via overnight mail incur a delivery charge.~~

Deleted November 2019

~~H.20.6 Returned Check Fee~~

~~If a bank returns a check as uncollectible, the writer of the check will make good the check and pay a \$25 fee.~~

Deleted November 2019

~~H.20.7 Student I.D. Card Fees~~

~~All credit students are required to obtain *Smart Card* photo identification and refund disbursement card. There is no issuance cost for the card. Replacement cards are \$20.~~

~~Continuing Education students who need a College identification card to access College services may obtain a conventional photo identification card that is valid for the academic term. Replacement card fees are assessed and collected by the *Smart Card* vendor.~~

Deleted November 2019

~~H.20.8 Technology Fee~~

~~Each student will be assessed a fee of \$11 per credit hour for the support of technology effective Fall 2018. This fee shall support hardware, software, staff and maintenance costs.~~

Deleted November 2019

~~H.20.9 Other Fees~~

~~Fees will be assessed for courses, credit and non-credit customized corporate offerings, programs and services offered through Continuing Education and Workforce Solutions Group.~~

~~Fees may be assessed for credit courses for exceptional expenses including but not limited to field trips, required professional testing or assessments and certifications.~~

~~Fees shall be assessed for clients of instructional laboratories such as dental clinic, automotive technology laboratory and child development center.~~

~~Consideration will be given to direct and indirect expenses and market value in determining the fees.~~

Deleted November 2019

H.20.1016.5 Vehicle Registration

Vehicle parking tags are available through the College. ~~Employees pay no fee for parking with the exception of the downtown parking garage reserved spaces.~~ The College is authorized to issue appropriate parking and traffic regulations. Violators of these regulations may receive disciplinary action, including fines and removal of vehicles.

Revised November 2019

~~H.20.11 Vehicular Fines~~

~~Fines will be imposed as in accordance with administrative procedure H.22.~~

Deleted November 2019

~~H.20.12 Dental Clinic Fees~~

~~All full-time students are eligible to receive a 50 percent reduction of dental fees in the College Dental Clinic.~~

Deleted November 2019

~~H.20.13 Pass-Through Fee~~

~~All teacher education students enrolled in EDU:210 will be assessed a \$22 fee for administration of the Missouri Educator Profile test, a required statewide assessment.~~

Deleted November 2019

H.21-16.6 Library Instructional Materials Charges

Any library borrower or borrowing library will be charged for any lost or damaged library books and instructional materials. For interlibrary loans, out-of-state libraries may be charged.

Reviewed November 2019

H.22-17 Refunds

Percentages to be refunded apply to total fees.

Reviewed November 2019

H.22-17.1 Refund of Fees (Courses of a Minimum of 15 Weeks Duration)

Length of Course	100% refund through the end of the	80% refund through the end of the	50% refund through the end of the	0% refund through the end of the
16 weeks	1st wk of session	2nd wk of session	3rd wk of session	Session
12 to 15 weeks	Week before session starts	1st wk of session	3rd wk of session	Session
9 to 11 weeks	Week before session starts	1st wk of session	2nd wk of session	Session
8 weeks	Week before session starts	4th day of session	2nd wk of session	Session
6 to 7 weeks	Week before session starts	3rd day of session	1st wk of session	Session
4 to 5 weeks	Week before session starts	2nd day of session	1st wk of session	Session
3 weeks	Week before session starts	1st day of session	3rd day of session	Session
2 weeks	Week before session starts	1st day of session	2nd day of session	Session
1 week	Week before session starts	1st day of session	None	Session

~~Time of Official Withdrawal ————— Percentage Refund
During the first week of class ————— 100%
—designated as the official drop/add period.~~

Before the end of the second week of classes. — 80%

Before the end of the third week of classes. — 50%

After the third week of classes. — None

Fees will be refunded based on the following schedule:

<u>Length of Course</u>	<u>80% refund</u>	<u>50% refund</u>	<u>through the end of the</u>	<u>through the end of the</u>
15 wk session	1st wk of session	3rd wk of session		
14 wk session	1st wk of session	3rd wk of session		
13 wk session	1st wk of session	3rd wk of session		
12 wk session	1st wk of session	3rd wk of session		
11 wk session	1st wk of session	2nd wk of session		
10 wk session	1st wk of session	2nd wk of session		
9 wk session	1st wk of session	2nd wk of session		
8 wk session	4th day of session	2nd wk of session		
7 wk session	3rd day of session	1st wk of session		
6 wk session	3rd day of session	1st wk of session		
5 wk session	2nd day of session	1st wk of session		
4 wk session	2nd day of session	1st wk of session		
3 wk session	1st day of session	3rd day of session		
2 wk session	1st day of session	2nd day of session		
1 wk session	1st day of session	None		

Revised November 2019

H.1722.2 Refund of Fees (Independent Study Courses)

Apply the preceding schedule within the contract period.

Reviewed November 2019

H.17.3 Refund for Exceptional Circumstances

A student will receive a refund prorated according to the number of full weeks remaining in the semester when acceptable evidence of the necessity to withdraw because of exceptional circumstances is presented. The Campus President and Chief Academic Officer may authorize up to a full refund under exceptional circumstances.

Adopted November 2019

H.17.4 Refund Policy Requirement, Title IV

HEA Title IV recipients who withdraw during an enrollment period for which they have been charged will be identified and refunds will be processed to comply with federal regulations.

Revised November 2019

H.1722.3 Refund of Fees (Continuing Education Non-credit Courses)

<u>Time of Official Withdrawal</u>	<u>Percentage Refund</u>
Three Business days before the First class meeting. Must be submitted in writing.	100%

Two business days before the first class meeting or after the class has begun.	None
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Some special programs and classes may require a longer deadline for withdrawal.

The deadline will be clearly printed in the course description.

Continuing Education Refund for Exceptional Circumstances

-A student may receive either a full or partial refund for exceptional circumstances. Requests for refunds must be submitted in writing within 10 business days of class start date. Supporting documentation may be required. The request for refunds under exceptional circumstances will be reviewed and, where merited, approved by the Associate Vice Chancellor of Workforce Solutions.

Reviewed November 2019

H.22.4 Refund for Exceptional Circumstances

~~A student will receive a refund prorated according to the number of full weeks remaining in the semester when acceptable evidence of the necessity to withdraw because of exceptional circumstances is presented. The campus chief~~

~~academic officer or his/her designee, may authorize up to a full refund under exceptional circumstances.~~

Deleted November 2019

~~H.22.5 Refund Policy Requirement, Title IV~~

~~HEA Title IV recipients who withdraw during an enrollment period for which they have been charged will be identified and refunds will be processed to comply with federal regulations.~~

Deleted November 2019

H.23-18 Tax Rate

The Board of Trustees will set the tax rate of the College in an amount deemed necessary within state statutes to satisfy the budgetary needs of the College. The tax rate will be set by the Board of Trustees before November 1 of each year.

Revised November 2019

H.24-19 Investment of Funds

Scope

This policy applies to the investment of all operating funds of St. Louis Community College. Longer-term funds, including investments of employees' retirement funds and proceeds from certain bond issues, are covered by a separate policy.

1. Pooling of Funds

Except for cash in certain restricted and special funds, St. Louis Community College will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

2. External Management of Funds

Investment through external programs, facilities and professionals operating in a manner consistent with this policy will constitute compliance.

I. Suitable and Authorized Investments

1. Investment types

In accordance with and subject to restrictions imposed by current statutes, the following list represents the entire range of investments that St. Louis Community College will consider and which shall be authorized for the investments of funds by St. Louis Community College.

- a. United States Treasury Securities. St. Louis Community College may invest in obligations of the United States Government for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- b. United States Agency Securities. St. Louis Community College may invest in obligations issued or guaranteed by any agency of the United States Government.
- c. Repurchase Agreements. St. Louis Community College may invest in contractual agreements between St. Louis Community College and commercial banks or primary government securities dealers. The purchaser in a repurchase agreement (repo) enters into a contractual agreement to purchase U.S. Treasury and government agency securities while simultaneously agreeing to resell the securities at predetermined dates and prices.
- d. Collateralized Public Deposits (Certificates of Deposit). Instruments issued by financial institutions which state that specified sums have been deposited for specified periods of time and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities as dictated by state statute.
- e. Bankers' acceptances. Time drafts drawn on and accepted by a commercial bank,
otherwise known as bankers' acceptances. St. Louis Community College may invest in
bankers' acceptances issued by domestic commercial banks possessing the highest
rating issued by Moody's Investor Services, Inc. or Standard and Poor's Corporation.
- f. Commercial paper. St. Louis Community College may invest in Commercial
paper
issued by domestic corporations, which has received the highest rating issued
by

Moody's Investor Services, Inc. or Standard and Poor's Corporation. Eligible paper is further limited to issuing corporations that have total commercial paper program size in excess of five hundred million dollars (\$500,000,000).

Reviewed November 2019

H.25-20 College Liability Insurance

The College will maintain coverage against liability of the College and its employees as allowed by law. Such coverage may be maintained through insurance or participation in the state public entity risk management fund.

To the extent of the covered risks and coverage limits, the College will defend and indemnify employees against liability for acts and omissions within the course and scope of their duties. The College will not defend or indemnify employees against their criminal or intentional wrongful acts or any liability for any acts or omissions that occur outside the course and scope of their duties.

The College reserves the right, in circumstances, which the Board of Trustees deems appropriate, and following a majority vote of the whole thereof, to determine whether to defend and/or indemnify an employee in a proceeding brought against the employee alleging a loss not within the covered risks, resulting from an employee's act or omission that occurs within the course and scope of the employee's duties.

Reviewed November 2019

H.26-21 Product Endorsement

Any entity other than the College may not use the College's name, logo or trademark in any printed material or other media for endorsement of its products or company. Exceptions must be authorized by the ~~chancellor~~Chancellor, or ~~his/her designee.~~

Revised November 2019

H.27-22 Debt Collection ~~through Offset of Taxpayer Refund~~

H.21.1 Taxpayer Refund

The ~~college~~ College will participate through the Missouri Department of Revenue Debt Offset program to receive money that has been withheld from taxpayers who owe debts over \$25 to the College. The Controller's office will be responsible for administering collection procedures.

Revised November 2019

H.22.2 Third Party Collection

The College may contract with third-party collection agencies for those debts that have not been resolved through direct contact with the debtor. Debts that are not successfully collected by one collection agency may be reassigned to another agency.

Adopted November 2019

H.2722.1 Hearing

Debtors with a dispute regarding unpaid balances may request a hearing. ~~Please reference Administrative Procedure H.20.1 for hearing procedures.~~ Using the outlined process in the Administrative Procedures.

Revised November 2019

H.23 Surplus Property

When any unit of the College no longer needs an asset of the College, the Chancellor shall be authorized to solicit bids or sold to the general public. If the sale value of the asset is estimated to be greater than \$10,000 or more, or if it is real property, the Chancellor shall submit a recommendation to the Board of Trustees for action.

When any College property asset with an initial acquisition cost of greater than \$5,000 has reached its useful life expectancy and is no longer of any value to the College, the Chancellor shall submit a recommendation to the Board of Trustees to approve the disposal and write off of these assets from the College's inventory.

Adopted November 2019

I. Facilities, Construction, and Services

I.1 Expenditures Under \$15,000

Expenditures for facilities-related services and/or materials under \$15,000 may be made by the Manager of Engineering and Design, or ~~his/her~~their designee, without advertising or bidding.

Revised November 2019

I.2 Contracts in Excess of \$15,000 but Less Than \$2515,000

Facilities projects involving the expenditure of more than \$15,000 but less than \$~~15~~25,000 for external services to be performed and/or materials or equipment to be furnished or installed may be made directly by the Manager of Engineering and Design, or ~~his/her~~their designee, without public letting and without advertisement after three informal bids have been requested. ~~The Board of Trustees hereby authorizes the manager of Engineering and Design, or his/her designee, to act in accordance with this and the previous section.~~

Revised November 2019

I.3 Contracts in Excess of \$25,000 but Less Than \$75,000

Facilities projects involving the expenditure of more than \$25,000 but less than \$75,000 for external services to be performed and/or materials or equipment to be furnished or installed may be made directly by Chancellor or Vice Chancellor for Finance and Administration, without public letting and without advertisement after three informal bids have been requested.

Adopted November 2019

I.34 Contracts in Excess of \$175,000

I.3.1 Public Bidding / Final Acceptance

All contracts for facilities construction exceeding the amount of \$175,000 will be awarded by the Board of Trustees after public lettings. The Board of Trustees will always reserve the right to reject any or all bids. The bid which the ~~chancellor~~Chancellor, or ~~his/her~~their designee, in the exercise of ~~his/her~~their discretion, considers best under the circumstances may be recommended to the Board of Trustees.

Revised November 2019

I.3.2 Advertisements

The necessary specifications and drawings will be prepared for all such work, and bids will be solicited by advertisement. Advertisements will be run in a newspaper of general circulation in the city and county of St. Louis for at least two successive weeks, with such period of time between the publication of the final advertisement and the opening of bids as specified.

Reviewed November 2019

I.3.3 Contract Forms

All facilities contracts will be prepared and executed in accordance with the forms adopted by the Board of Trustees. The Board of Trustees hereby authorizes and directs the ~~chancellor~~ Chancellor of the College, or ~~his/her~~ their designee, to execute facilities contracts and other documents following appropriate Board of Trustees action where required. Facilities contracts will include provisions to comply with College insurance requirements and all applicable laws.

Revised November 2019

I.3.4 Approval

Every contract made for the construction or improvement of any building will be written stating the consideration upon which it is made. Contracts in excess of \$475,000 will be approved by a majority of the whole Board of Trustees. Contracts under \$475,000 and within the Board-approved budget may be approved and executed by the ~~chancellor~~ Chancellor, or ~~his/her~~ their designee.

Revised November 2019

I.3.5 Bid Deposit for Contracts Over \$475,000

No bid for a contract exceeding \$475,000 will be considered unless accompanied by a certified check, or a bid bond prepared on a form acceptable to the College. Such check or bid bond will be in such amount as may be required in the bid specifications submitted, based upon the cost of the work as estimated in such specifications, and in no event shall be less than 5 percent of the amount of the bid.

Revised November 2019

I.3.6 Bids, Final

All bids will be deemed final, conclusive and unalterable, and no bid will be subject to correction or amendment for any error or miscalculation. No bid may be withdrawn before the close of the next regular meeting of the Board of Trustees after the opening of bids; and violation of this provision, or a failure or refusal upon the part of such bidder to comply with the award made to it, will forfeit to the College the bidder's deposit and render it liable to the College for all damages caused by reason of such breach of obligation, unless waived by the Board of Trustees.

Reviewed November 2019

I.3.7 Bids, How Deposited and Opened

All bids will be sealed and deposited by the bidders, in the designated locked box located in the Engineering and Design Office of the College Center of St. Louis Community College. The box containing such bids will be opened at the appointed hour and the bids read aloud. No bid(s) may be submitted after the appointed deadline. A list of bidders and the amounts of their several bids will be made. The bids will then be tabulated and submitted to the Board of Trustees at its next regularly scheduled Board of Trustees meeting for action thereon.

Revised November 2019

I.3.8 Performance Payment Bonds

Contracts exceeding \$275,000 will be accompanied by a performance and payment bond conditioned on the faithful performance of such contract, executed by the bidder and by a solvent surety company approved by the College. The amount of such bond will be at least equal to 100 percent of the contract price as security for the faithful performance of the project.

Revised November 2019

1.3.9 Minority-Owned Businesses and Women-Owned Businesses

The College will develop a program related to diversity in procurement of professional services and contracting. The program will be developed to encourage and increase participation of Minority-Owned Businesses (MBE) and Women-Owned Businesses (WBE) in College contracting and procurement and will include annual goals for both MBE and WBEs. The program goals will be presented to the Board for approval annually by June of each year.

Adopted November 2019

I.4 Maintenance and/or Repair (M&R) Projects

I.4.1 Expenditures for M&R Projects Under \$15,000

~~Policies for M&R projects under \$15,000 will be the same as the policies stated in sections I.1 and I.2 above.~~

Expenditures for M&R projects under \$15,000 may be made by the Manager of Engineering and Design, or their designee, without advertising or bidding.

Revised November 2019

1.4.2 Expenditures for M&R Projects Over \$15,000 but Less Than \$25,000

~~M&R projects involving the expenditure of more than \$15,000 but less than \$25,000 for external services to be performed and/or materials or equipment to be furnished or installed may be made directly by the Manager of Engineering and Design, or their designee, without public letting and without advertisement after three informal bids have been requested. M&R projects in this category and within the Board-approved budget may be authorized by the chancellor, or his/her designee, after informal bidding without public advertisement or public letting. Three informal bids will be requested before contract award. M&R projects will comply with College insurance requirements. Extra work for M&R projects will be governed by change order policies under section I.6 below.~~

Revised November 2019

1.4.3 Expenditures for M&R Projects over \$175,000

Every contract made for M&R projects shall be written stating the consideration upon which it is made. M&R contracts in excess of \$175,000 will be approved by a majority of the whole Board of Trustees.

Revised November 2019

I.5 Emergency Repairs

The Chancellor, or ~~his/her designee,~~ Vice Chancellor for Finance and Administration may contract for emergency repairs without prior Board of Trustees approval in the following circumstances:

- when College property has been damaged through fire, vandalism, windstorm, hail, earthquake, or other force *majeure*; or
- when College property has failed or broken down; and, as a result -the safety of persons using the facility is in immediate jeopardy; or
- the facilities cannot be used for educational purposes and such use is immediately necessary to carry out the educational program.

The ~~C~~hancellor, or ~~his/her designee~~ Vice Chancellor for Finance and Administration, may contract, after requesting at least three informal bids, for emergency repairs in an amount not to exceed \$1~~500~~,000. Emergency repair contracts estimated to exceed \$~~275~~,000 will be secured by an appropriate performance/payment bond. Any such contract will be submitted for ratification or approval at the next regularly scheduled Board meeting of the Board of Trustees. In an emergency, the ~~C~~hancellor or Vice Chancellor for Finance and Administration ~~his/her designee~~ may, if necessary, enter into a time and material contract on a “not to exceed” basis to continue operation of a facility or to avoid additional damages to College property.

Revised November 2019

I.6 Change Orders

I.6.1 Change Order Conditions/Limits

All contracts will contain provisions in the general conditions for determining the charges or credits for changes in the work and for extra costs to the project. When a project requires a change order that is within the scope of the work, the change order may be issued according to the following conditions/limits:

- Any change order with an amount under ~~\$12,500~~ five percent of the original contract amount may be authorized by the ~~M~~anager ~~of~~, Engineering and Design.
- Any change order with an amount between ~~\$12,500~~ five and ten percent of the original contract amount and ~~\$15,000~~ may be authorized by the ~~C~~hancellor or Vice Chancellor for Finance and Administration, ~~or his/her designee~~.
- Any change order with an amount over ~~\$15,000~~ 10 percent of the original contract amount will require the approval of the Board of Trustees.

“Scope of work” will mean work performed in accordance with bid plans and specifications and including work necessary for the contractor to perform in order to comply with the intent of the contract.

Revised November 2019

I.6.2 Change Orders Outside the Scope of Contract

Any change orders for work not within the scope of the contract, as scope of work is defined above, will be approved by the Board of Trustees before the authorization of said work; provided, however, that if the additional work is ~~\$75,000~~12,500 or less, the ~~C~~hancellor or Vice Chancellor for Finance and Administration, ~~or his/her designee~~, may, if ~~he/she~~they deems such change order to be of an emergency nature, authorize said work to be performed.

Revised November 2019

I.7 Maintenance / Service Agreements

Maintenance and/or service agreements may be authorized by the College to assist in the routine maintenance and repair of College facilities. Such agreements will be issued on an annual or periodic basis for continuous service, maintenance, and/or care of facilities, systems, equipment, and/or grounds. Maintenance/service agreements may include any combination of labor, equipment and materials. Types of services may include custodial care, alarm monitoring, planned maintenance, inspection, calibration, adjustment, testing, routine repairs, replacement parts, materials, and other miscellaneous services. The normal bidding procedures shall be the same as for M-&-R Projects (Paragraph I-4) except maintenance/service agreements may be bid or negotiated with the original equipment manufacturer if required to maintain the integrity of the equipment.

Periodic maintenance/service agreements for the care of College facilities may be executed by the ~~M~~anager of Engineering and Design for up to ~~\$12,500~~25,000 or by the ~~C~~hancellor or Vice Chancellor for Finance and Administration, ~~or his/her designee~~, in amounts up to ~~\$275,000~~275,000. Maintenance and repair agreements over ~~\$275,000~~275,000 will be submitted to the Board of Trustees for its review and /approval before issuance. Final terms and conditions for all maintenance/service agreements will be in written form and signed by both the College and vendor.

Revised November 2019

I.8 Selection of Architectural and Engineering (A/E) Services for Physical Facilities Projects

The ~~administration~~ College will publicly announce all requirements for architectural and engineering services, and negotiate contracts for A/E services on the basis of demonstrated competence and qualifications for the type of professional services required and at fair and reasonable prices. This requirement applies to all A/E contracts over \$~~50~~75,000. These A/E contracts will be submitted to the Board of Trustees for approval and signed by the ~~C~~hancellor, or ~~his/her~~their designee. A/E contracts for less than \$~~50~~75,000 must be submitted to the Board of Trustees for ratification after execution of the contract by the ~~e~~Chancellor or Vice Chancellor for Finance and Administration, or ~~his/her~~their designee at the next regularly scheduled Board of Trustees meeting.; ~~as recommended by the director of Physical Facilities, or his/her designee.~~

Revised November 2019

~~I.9 College Police and Security Personnel~~

~~a. Reporting Crimes and Emergencies~~

~~Any student, employee or visitor who witnesses a criminal act, suspected criminal act or any other emergency occurring at any College location should, as soon as possible after such event, contact the College Police, campus chief student affairs officer, campus chief academic officer or any other official of the College who has significant responsibility for student and College activities. All reports concerning such activities will be investigated thoroughly and promptly, and timely reports regarding the occurrence of crimes at any College location will be disseminated to members of the College community in accordance with applicable laws.~~

~~b. Security and Access to College Facilities~~

~~The College, in considering security and access to College facilities, has attempted to balance the need for convenience and accessibility with that of adequate security. To that end, most College facilities should generally be accessible to all students, employees and visitors during normal business hours. After normal business hours, access to College facilities may be restricted to students, employees and selected visitors, each of whom may be required to display proper identification upon request.~~

~~c. College Police and Security Personnel~~

~~Upon certification by the director of the Missouri Department of Public Safety, College police officers who have completed the requirements recognized by the Peace Officers Standard and Training Commission set forth in Chapter 590 of the *Revised Statutes of Missouri*, 1986, as amended, will be empowered with the same authority to maintain order, preserve peace and make arrests as is now held by peace officers. College police officers will work closely and establish~~

~~regular communication with municipal, county and state police agencies. College police officers have the power and authority to detain by arrest as provided for and in accordance with State Statute Section 178.862 and Chapter 590.~~

~~The Board of Trustees of the College has the power and authority to employ College police officers who may carry firearms at any time, provided the College police officers have received adequate training and obtained certification by the director of the Missouri Department of Public Safety that the officers are eligible to be employed as peace officers. The Board of Trustees of the College also has the power and authority to employ security personnel who may carry firearms while on duty, provided they are properly licensed.~~

~~d. College Police Department Manual~~

~~All College police officers and police department personnel are required to follow the guidelines and procedures delineated in the police department manual located in each college police department. By this reference, the guidelines and procedures set forth in the police department manual are incorporated into this Board Policy as if fully set forth herein. Violation of the guidelines and procedures delineated in the police department manual is grounds for disciplinary action, up to and including termination of employment.~~

Deleted March 2020

I.910 Use of College Premises

The Board of Trustees authorizes the use of St. Louis Community College facilities for the open discussion of public issues, for meetings of community organizations and for civic, social or educational purposes, so long as such use does not interfere with the educational program of the College. The use of facilities must be approved by the ~~chancellor~~Chancellor, or appropriate College officer, the vice Vice chancellorChancellor for Finance and Administration, or the campus Campus President and Cchief academic Academic officerOfficer, or his/her designee.

The College may charge user fees for the use of College facilities, and users must sign a facilities rental and indemnification agreement before using College facilities.

College property may not be used for commercial activities except when those activities are integrally related to College-sponsored programs and approved by a College officer.

Revised November 2019

I.104 Food Service Facilities

The College's food service facilities are provided for students, employees and approved activities. The hospitality studies facility may be used for serving groups of students, employees or guests when the activity is related to the mission of the College.

On special occasions, alcoholic beverages and food may be served on College property by appropriately licensed caterers, College employees or students, provided:

the occasion is a Foundation fundraiser, a College awards or retirement dinner, or a reception approved by a College officer; ~~or~~ ~~the occasion is a special event approved by the Board;~~ and no alcoholic beverage is served or consumed by or to any person under the age of 21.

Revised November 2019

I.112 Use of College Employees in Lieu of Contractors

The College may use its employees to alter, maintain and repair buildings, equipment or grounds without the letting of contracts.

Reviewed November 2019

I.123 Building Dedication Plaques

An appropriately worded and designed dedication plaque may be placed at the main entrance to the building (interior or exterior). The following information should be included on the plaque:

- A. Building Name (Includes name of main campus if dedicating a center.)
- B. Chancellor's Name and Title
- C. Campus President and Chief Academic Officer Name and Title
- D. ~~Governing~~ Board of Trustees Members' Names and Positions (Chair/Vice Chair/Trustee)
- E. Architect Name
- F. Contractor Name
- G. Year of Occupancy
- H. Option to include a graphic of either the campus logo or other theme/symbol/shape that is used in the building signage
- I. College Name

The plaque size should be determined by the building team in response to the location, materials, visibility and other signage on the project or campus.

Names and titles should be as they are at the time of building occupancy. In the case of an interim or temporary position holder at the time of occupancy, the name of that position should revert to the individual holding the full-time or permanent position at the time design or construction began.

Revised November 2019

J. INFORMATION TECHNOLOGY

J.1. IT ~~Policies, Standards and, Guidelines, and Procedures~~

The authority for writing Information Technology (IT) ~~policies, standards and, guidelines, and procedures~~ will reside with the Chief Information Officer (CIO), with input from IT ~~Directors~~directors, ~~Associate~~associate ~~Directors~~directors and ~~Managers~~managers, as necessary.

St. Louis Community College IT takes reasonable and prudent measures to comply with applicable federal, state and local laws with regards to securing information ~~resource~~systems. It is imperative that IT ~~policies, standards, and guidelines, and procedures~~ be followed to protect the College's information ~~resource~~systems. ~~Information Technology policies and procedures are enforceable in accordance with Board Policy and Administrative Procedures, and Joint and Bargaining Unit Resolutions with respect to student, faculty, and staff disciplinary procedures (BP C.2, E.2.3, F.11, F.12, G.17, and AP D.17). Users of College information resources found to be in violation of these policies will be subject to disciplinary action, up to and including dismissal from the College or termination of employment.~~

Revised November 2019

J.2 Information Security

St. Louis Community College relies on data and information technology to fulfill its mission. The protection of these information ~~resources~~systems is imperative to the College fulfilling its mission.

The College shall maintain an information security program that seeks to reasonably and appropriately protect the confidentiality, integrity, and availability of College information ~~resource~~systems. The information security program shall implement safeguards to protect data and technology that take into consideration the laws and regulations that apply, as well as the value the College derives from this data with respect to the College's mission and strategic priorities.

Any system that stores, transmits, or processes College data shall be secured in a reasonable and appropriate manner consistent with ~~policies, standards, guidelines, and procedures approved by IT and the STLCC Leadership Team.~~Board Policies, Administrative Procedures, or IT standards and guidelines.

Revised November 2019

J.3 Responsible Use of Information and Technology

Users must use information ~~resources~~ systems in accordance with:

1. Applicable local, state, ~~and~~ federal, and international laws and regulations legislation.
2. ~~STLCC's~~ The College's mission, ~~values, and ethics.~~ vision, and values.
3. IT Security measures, including the responsibilities to:
 - a. Protect access to systems and data by ensuring it is restricted based on the needs of job function.
 - b. Protect systems and data from unauthorized modification.
 - c. Prevent the unauthorized disclosure of data.
 - d. Protect system and data availability and accessibility for authorized users.
 - e. Collect personal information for specified, explicit, and legitimate purposes.

Revised November 2019

J.3.1 Prohibited Activities

~~While not exhaustive, the~~ The following activities are prohibited:

1. Sharing an individual's digital identity (user ID and password, or other authenticator).
2. Disrupting the intended purpose of an information ~~resource system~~ to others.
3. Violating copyright or patent protections, as well as licensing or other third-party agreements.
4. Gaining unauthorized access to systems or data, or invading the privacy of another individual or entity.
5. Using College information resources systems for personal gain, or promoting political campaigns or issues.
6. Collecting personal information without an explicit, specific, and legitimate purpose.
- 5.7. Other activities that compromise the confidentiality, integrity, or availability of an information system.

Revised November 2019

J.3.2 Incidental Personal Use

Information ~~resources~~ systems are provided for the furtherance of the College mission. Brief, incidental use of ~~STLCC the College's~~ telephones, computers, and other technology to attend to personal matters is permissible provided it does not interfere with an individual's work, departmental business, or educational use.

Revised November 2019

J.3.3 Privacy and Monitoring

All College owned information systems ~~resources~~ are subject to review. Information ~~resources~~ systems are monitored for reasons that include, but are not limited to, security, performance, backup, and trouble-shooting. The College reserves the right to monitor any information ~~resources~~ systems, for any legitimate business reason.

Revised November 2019

J.4 Identity and Access Management

Designated users are granted rights to access specific ~~STLCC-College~~ information ~~resources~~ systems. To manage risk and ensure the accuracy of College information, the ~~institution-College~~ maintains processes to properly identify users of its information systems. Three principles establish protection and trust:

1. Identification: Ensuring electronic credentials are granted to the proper individual.
2. Authentication: Verifying the validity of these credentials at the time of access.
3. Authorization: Ensuring the individual has been granted the authority to perform the requested actions.

St. Louis Community College is dedicated to preventing unauthorized access, maintaining accuracy and ensuring the appropriate use of the information the College collects ~~in all formats: on paper, electronically, and verbally.~~

Revised November 2019

**MINUTES OF REGULAR MEETING
BOARD OF TRUSTEES
ST. LOUIS COMMUNITY COLLEGE
MONDAY, SEPTEMBER 9, 2019**

The Special Meeting of the Board of Trustees of St. Louis Community College was held on Monday, September 9, 2019, at the Corporate College, 3221 McKelvey Rd., Bridgeton, MO, pursuant to notice and in accordance with Section 610.020 RSMo, as amended.

1. Call to Order/Roll Call

Dr. Kevin M. Martin, Chair, called the meeting to order at 6:04 p.m. The following members of the Board of Trustees were present: Dr. Kevin M. Martin, Chair; Ms. Pam Ross, Vice Chair; Mr. Rodney Gee, Trustee; and Dr. Doris Graham, Trustee. Trustees Ms. Libby Fitzgerald, Dr. Craig Larson and Ms. Anne Marshall were absent.

Also present were Dr. Jeff Pittman, Chancellor; Kate Nash, Legal Counsel; and Ms. Jessica Grove, Associate for Board Relations.

2. Biennial Reaffirmation of Policy on Financial Disclosure Required by the State of Missouri

On motion by Mr. Gee and seconded by Ms. Ross, the Board unanimously (with Trustees Fitzgerald, Larson and Marshall being absent) reaffirmed the Policy on Financial Disclosure all as more fully set forth in **Exhibit A** attached hereto and by this reference incorporated herein.

Chair Martin noted the College will provide printed copies of just the agenda portion for public session, not the supporting documents. This change will begin at the September 26th public session.

3. ADJOURNMENT

On motion made by Dr. Graham and seconded by Mr. Gee, the Board, voted to adjourn the meeting at 6:08 p.m.

Respectfully submitted,

Jessica Grove
Associate for Board Relations

**MINUTES OF REGULAR MEETING
BOARD OF TRUSTEES
ST. LOUIS COMMUNITY COLLEGE
THURSDAY, SEPTEMBER 26, 2019**

The Regular Meeting of the Board of Trustees of St. Louis Community College was held on Thursday, September 26, 2019, at the Corporate College, 3221 McKelvey Road, Bridgeton, MO, pursuant to notice and in accordance with Section 610.020 RSMo, as amended.

1. Call to Order and Roll Call

Dr. Kevin M. Martin, Chair, called the meeting to order at 6:14 p.m. The following members of the Board of Trustees were present: Dr. Kevin M. Martin, Chair; Ms. Pam Ross, Vice Chair; Ms. Libby Fitzgerald, Trustee; Ms. Anne Marshall, Trustee; Dr. Craig Larson, Trustee; Mr. Rodney Gee, Trustee; and Dr. Doris Graham, Trustee.

Also present were Dr. Jeff Pittman, Chancellor; Ms. Kate Nash, Tueth Keeney; and Ms. Jessica Grove, Associate for Board Relations.

2. Public Hearing for Setting the Tax Rate

On motion by Dr. Larson and seconded by Mr. Gee, Dr. Martin recessed the regular meeting, and a Public Hearing was held in accordance with Section 67.110, Revised Statutes of Missouri (2005), which requires each political subdivision to hold a public hearing, after appropriate public notice prior to fixing its property tax rates for the fiscal year. Mr. Paul Zinck, Vice Chancellor for Finance and Administration, made a presentation on the tax rate. Following the presentation, Dr. Martin asked if there were any citizens who wished to be heard concerning the proposed tax rate. Hearing none, Dr. Martin asked for a motion to adjourn the hearing. On motion by Dr. Larson and seconded by Ms. Fitzgerald, the Board voted unanimously to adjourn the public hearing and the regular Board meeting was reconvened.

3. Approval of Resolution Setting the Tax Rate for 2019

On motion by Ms. Marshall and seconded by Ms. Ross, the Board unanimously adopted a Resolution to set the tax rate for the district for the tax year 2019 at 19.86 cents per one hundred dollars assessed valuation, for the General Fund of the College in the form attached hereto and by this reference incorporated herein in Exhibit A.

4. Welcome to Guests

Dr. Martin welcomed guests attending the meeting.

5. Citizens Desiring to Address the Board Regarding Agenda Items
None
6. Adoption of Agenda/Revisions to Agenda
Mr. Gee moved and Ms. Fitzgerald seconded to adopt the agenda. The Board unanimously adopted the agenda.
7. Recommended Approval of the August 15, 2019 Regular Board Meeting Minutes and the August 23, 2019 Special Meeting Minutes
On motion by Dr. Larson and seconded by Dr. Graham, the Board unanimously approved the August 15, 2019 Regular Board Meeting Minutes and the August 23, 2019 Special Meeting Minutes.
8. Recognition of Student, Staff and Trustee Accomplishments
Ms. Nez Savala, Communications Manager, read statements of congratulations for students and staff on their recent awards and accomplishments.
9. Information Items
 - Economic Impact Study
Dr. Jeff Pittman presented on the Economic Value of St. Louis Community College.
10. Recommended Approval of Resolutions Re: October 24, 2019 Executive Sessions of the Board of Trustees
On motion by Dr. Larson and seconded by Dr. Graham, the Board, by a roll-call vote, unanimously approved the resolution in Agenda Item #10, to schedule executive sessions of the Board on October 24, 2019 for the reasons and pursuant to the provisions of Section 610.022 of the Revised Statutes of Missouri stated in the resolution, all as more fully set forth in **Exhibit A** attached hereto and by this reference incorporated herein.
11. Recommended Approval of Trustee Travel to MCCA Annual Conference - November 6-8 in Kansas City
On motion by Mr. Gee and seconded by Ms. Fitzgerald, the Board unanimously approved Trustee Travel to MCCA Annual Conference.
12. Recommended Approval of Voting Delegate/Alternate for the Association of Community College Trustees Leadership Congress
On motion by Ms. Marshall and seconded by Ms. Fitzgerald, the Board voted unanimously to approve appointing Dr. Graham as the voting delegate and Dr. Larson as the alternate for the Association of Community College Trustees Leadership Congress.

13. Recommended Approval of Scheduling a Public Session Meeting for March 23, 2020 at 4pm for Board Policy Approval

On motion by Ms. Ross and seconded by Ms. Fitzgerald, the Board unanimously to approve scheduling a Public Session Meeting for March 23, 2020 for Board Policy Approval.

14. Board Committee Reports

Board Policy Committee

Dr. Martin presented the Board Policy Committee Report. Dr. Martin reminded attendees of the new Board email address: board@stlcc.edu. He outlined the schedule for the lodging, review and approval of the updating board policies:

- Sections H, I & J – Lodged at the October meeting
Approval at the November meeting
Effective date of January 1, 2020
- Sections A-G - Lodged at the February meeting
Approval at the March meeting
Effective date of June 1, 2020

Dr. Martin said the committee is considering adding two sections – one for Students and then separating the Administrative and Professional Staff section. He emphasized that AP will need to align with Board Policy.

Childcare Center Committee

Dr. Pittman provided an update. There are several planning activities for the proposed Child Care Center at Forest Park at this time:

- Trustees have been visiting area school districts that operate Child Care Centers to observe and learn how they are managed
- An internal team within the College is meeting to develop a proposed business model plan similar to the Child Care Center at Flo Valley
- The Chancellor has met with Jeff Bonner, CEO, Saint Louis Zoo, and his staff and Michael McMillian, Urban League CEO with his staff to discuss potential partnerships. Tomorrow, representatives from the Urban League will tour a section of the PE building adjacent to the softball field that College staff are considering that may be converted into Child Care Space. The Zoo is interested in partnering with the College for a specific number of seats and the Urban League Head Start program is preparing its 5 year federal grant request and is interested in opening a center at Forest Park.

Ms. Ross requested further information on the Urban League Head Start program.

15. Approval of Consent Agenda Items

Consent items were approved by a single motion and vote unless otherwise noted below.

15.1 Consent Item Motion and Vote

Dr. Martin recommended pulling Bid 0003850 and Bid 0003841.

On motion by Ms. Fitzgerald and seconded by Mr. Gee, the Board unanimously approved the consent agenda items.

After a discussion, on motion by Ms. Ross and seconded by Ms. Marshall, the Board unanimously (with Dr. Martin abstaining) approved Bid 0003850 and Bid 0003841.

15.2 Academic Affairs

The Board, by consent, approved the following Resolution regarding academic affairs recommendations:

RESOLVED, that the Board of Trustees hereby approves the program recommendations all as more fully set forth in **Exhibit B** attached hereto and by this reference incorporated herein; and that, where appropriate, said programs be submitted to the Coordinating Board for Higher Education.

15.3 Human Resources

The Board, by consent, approved the following Resolution regarding human resource recommendations:

RESOLVED, that the Board hereby ratifies and/or approves personnel actions for certificated, physical plant and classified staff in accordance with established policies of the District, all as more fully set forth in **Exhibit C** attached to these minutes and by this reference incorporated herein; and

FURTHER RESOLVED, that, where appropriate, the Chancellor of the District or his designee is hereby authorized and directed to execute for and on behalf of the District, the appropriate contract or amendment to contract for the affected personnel.

15.4 Bid Awards

The Board, by consent, approved the following Resolution:

RESOLVED, that the Board of Trustees hereby accepts the bids and/or ratifies the contracts set forth in **Exhibit D** attached hereto and by this reference incorporated herein, to the lowest responsible bidder for the amounts indicated thereon and all in accordance with District specifications specified in the contract numbers indicated;

said funds to be paid from the funds set forth in each item of Exhibit D; and

FURTHER RESOLVED, that the appropriate officer of the Board or the District be and hereby is authorized and directed to execute an appropriate contract in each instance.

15.5 Finance

A. Financial Reports

No items this month. Financial Reports will appear on a Quarterly Basis in November, February, May and August.

Ratifications

The Board, by consent, unanimously ratified investments/daily repurchase agreements and payments for services rendered all as more fully set forth in **Exhibit F** attached hereto and by this reference incorporated herein.

Resolutions

The Board, by consent, unanimously approved a resolution of funds disbursement all as more fully set forth in Exhibit F attached hereto and by this reference incorporated herein.

15.6 Contracts/Agreements

The Board was requested to approve the acceptance or renewal of various contracts, agreements and resolutions.

The Board, by consent, approved the following Resolution regarding the acceptance or renewal of various contracts, agreements and resolutions between the District and various agencies, corporations and individuals located throughout the District:

RESOLVED, that the contracts, agreements and resolutions set forth in **Exhibit G** attached hereto and by this reference incorporated herein, are adopted and approved; and

FURTHER RESOLVED, that the appropriate Officer of the Board or the District be and hereby is authorized and directed to execute an appropriate contract in each instance.

15.7 Workforce Solutions Group

The Board, by consent, approved the following Resolution regarding the ratification of direct pay agreements and the acceptance or renewal of various contracts, agreements and resolutions between the District and various agencies, corporations and individuals located throughout the District:

RESOLVED, that the contracts, agreements and resolutions set forth in **Exhibit H** attached hereto and by this reference incorporated herein, are adopted and approved; and

FURTHER RESOLVED, that the appropriate Officer of the Board or the District be and hereby is authorized and directed to execute an appropriate contract in each instance.

15.8 External Funds

The Board, by consent, approved the following Resolution regarding the acceptance of grants, contracts and equipment donations:

RESOLVED, that the Board of Trustees does hereby accept the grants, contracts, gifts and equipment donations for the College, all as more fully set forth in **Exhibit I**, attached hereto and by this reference incorporated herein; and

FURTHER RESOLVED, that the Chancellor be and hereby is authorized and directed to express appreciation, where appropriate, for and on behalf of the District; and

FURTHER RESOLVED, that with respect to federal grants for work-study programs, the Agency involved will be billed for matching funds and for Social Security; and

FURTHER RESOLVED, that the appropriate Officer of the Board or District be and hereby is authorized and directed to execute contracts with said agencies in each instance.

16. Communications

16.1 Chancellor's Report **Legislative Updates**

29 out of 40 Delegate have been schedule to meet with myself and Ryan McKenna. We are providing a tour to the Senators individually at the new Center for Nursing and Health Sciences and are meeting with the Representatives in small groups at different campuses.

The College is working with MCCA and requesting \$30MM in equity funding for all 12 Colleges

New Dual Credit Jump Start Scholarship Program

Staff are receiving very positive feedback on the new dual credit Jump Start Scholarship Programs from several school districts. I have been informed that two school districts are now considering moving all of their dual credit students to STLCC!

We will continue to promote this opportunity for high school students and have two promotional days planned at area high schools.

16.2 Board Chair's Report

Dr. Martin shared that he will be joining Dr. Larson, Dr. Graham, Mr. Gee and Dr. Pittman in San Francisco for the ACCT Leadership Congress. Dr. Pittman and Dr. Larson will be presenting during the conference. He thanked JoAnn Digman, the Foundation staff and all the attendees for their support of the Tee for Tuition tournament. He reported that the first quarterly Board video Board Matters has been released. Dr. Martin thanked Kate Nash, the Board Policy Committee and the administration for their work on Board Policy.

Dr. Pittman introduced the Director of Online Education, Renita Luck.

16.3 Citizens Desiring to Address the Board Regarding Other Concerns

None

16.4 Board Member Comments

Dr. Graham expressed appreciation for the earlier meeting time. She attended the Salute to Excellence Dinner and said it was a great event. Dr. Graham also shared a personal story about early childhood education.

Dr. Larson encouraged STLCC faculty and staff to attend the MCCA Annual Conference in Kansas City. He also shared that the conference will be in St. Louis in 2020.

Ms. Ross shared details about her visits to other childcare facilities in the St. Louis area and how many of the staff members were educated at STLCC. Ms. Ross stressed the importance of early childhood education.

Ms. Marshall thanked Dr. Martin for appointing her to the Board Policy and Childcare Committees.

17. New Business

None

18. Adjournment

On motion made by Dr. Larson and seconded by Mr. Gee, the Board, voted unanimously to adjourn the public session at 7:12 p.m.

19. Workshop

Kelli Burns, Executive Director, Institutional Research, provided a report on enrollment and space utilization.

Trustees questioned how many high school students that participated in dual enrollment or dual credit, continue with STLCC.

Dr. Martin requested enrollment goals for the next 1, 3 and 5 years in the following categories:

- Campus
- Age Range
- Entry Status (Student type)
- High School
- District
- Online

20. Adjournment

The workshop adjourned at 7:52 p.m.

Respectfully submitted,

Jessica Grove
Associate for Board Relations

The Board is requested to approve the following resolution:

RESOLVED, that the Board of Trustees, pursuant to Section 610.021, RSMo, hold a closed meeting, record and vote on **November 21, 2019** at 5:00 p.m., at the Corporate College, 3221 McKelvey Rd, St. Louis, MO, 63044 for the following reasons:

- 1) to discuss legal actions, causes of action or litigation involving St. Louis Community College and to hold any confidential or privileged communications with the attorney for the College (Section 610.021(1), RSMo); and
- 2) to discuss the lease, purchase or sale of real estate (Section 610.021(2), RSMo); and
- 3) to discuss action upon any personnel matters relating to the hiring, firing, disciplining or promotion of personnel, (Section 610.021(3), RSMo); and
- 4) to discuss preparation, including discussions or work product, on behalf of St. Louis Community College or its representatives for negotiations with employee groups (Section 610.021(9), RSMo); and
- 5) to discuss individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, (Section 610.021(13), RSMo); and
- 6) to discuss records which are protected from disclosure by law (Section 610.021(14), RSMo).

FURTHER RESOLVED, that notice of the closed meeting be given in accordance with Section 610.020, RSMo.

October 24, 2019

Board Agenda

HOLD: Board Policy H

HOLD: Board Policy I

HOLD: Board Policy J

**THE
NON-CERTIFICATED EMPLOYEES RETIREMENT PLAN
OF
THE COMMUNITY COLLEGE DISTRICT OF ST. LOUIS-
ST. LOUIS COUNTY, MISSOURI**

(As Amended and Restated effective July 1, 2018)

TABLE OF CONTENTS

ARTICLE I. RETIREMENT PLAN FOR “NON-CERTIFICATED” EMPLOYEES2

Section 1.1 Establishment of Retirement Plan.....2

Section 1.2 Creation of Retirement Fund2

Section 1.3 Qualification with Internal Revenue Service2

ARTICLE II. DEFINITIONS.....3

Section 2.1 “Accumulated Contributions”3

Section 2.2 “Actuarial Equivalent”3

Section 2.3 “Average Annual Compensation”3

Section 2.4 “Beneficiary”3

Section 2.5 “Board of Trustees”3

Section 2.6 “Compensation”3

Section 2.7 “Credited Interest”4

Section 2.8 “Credited Service”4

Section 2.9 “Effective Date”5

Section 2.10 “Employee”5

Section 2.11 “IRC”5

Section 2.12 “Community College District”5

Section 2.13 “Membership Service”5

Section 2.14 “Participant”5

Section 2.15 “Plan”6

Section 2.16 “Plan Year”6

Section 2.17 “Prior Service”6

Section 2.18 “Retirement”6

Section 2.19 “Retirement Benefits”6

Section 2.20	“Retirement Committee”	6
Section 2.21	“Retirement Date”.....	6
Section 2.22	“Retirement Fund”	6
Section 2.23	“Trustee”	7
ARTICLE III. ELIGIBILITY AND PARTICIPATION		8
Section 3.1	Eligibility	8
Section 3.2	Termination of Participant	8
Section 3.3	Membership Records and Designation of Beneficiary	8
ARTICLE IV. CONTRIBUTIONS.....		9
Section 4.1	Contributions by Community College District.....	9
Section 4.2	Contributions by Participants.....	9
Section 4.3	Voluntary Contributions by Vested Participants	9
ARTICLE V. REQUIREMENTS FOR RETIREMENT BENEFITS		10
Section 5.1	Normal Retirement Benefits	10
Section 5.2	Early Retirement Benefits.....	10
Section 5.3	Deferred Vested Benefits.....	10
Section 5.4	Return of Accumulated Contributions If Not Vested	11
Section 5.5	Death Benefits.....	11
Section 5.6	Benefits Of Disabled Participants.....	11
Section 5.7	General Conditions	12
ARTICLE VI. AMOUNT OF RETIREMENT BENEFITS		13
Section 6.1	Normal Retirement Benefits Computation	13
Section 6.2	Early Retirement Benefits.....	13
Section 6.3	Cost of Living Increases	13
Section 6.4	Cost of Living Reductions	13

Section 6.5	Limitations on Benefits.....	14
Section 6.6	Monthly Benefit Increase for Current Participant Receiving Retirement Income.....	14
ARTICLE VII. OPTIONAL FORMS OF RETIREMENT BENEFIT PAYMENT		16
Section 7.1	Distribution Options.....	16
Section 7.2	Level Income Option	17
Section 7.3	Pension Benefit – Cash Settlement Option.....	17
Section 7.4	General Conditions for Election of Options	17
Section 7.5	Required Minimum Distributions.....	18
Section 7.6	Direct Rollover of Eligible Rollover Distributions.....	18
Section 7.7	Distribution Of Benefits By Direct Deposit	19
ARTICLE VIII. ADMINISTRATION OF THE PLAN		20
Section 8.1	Appointment of Retirement Committee.....	20
Section 8.2	Retirement Committee Powers	21
Section 8.3	Rules and Decisions	21
Section 8.4	Remuneration And Expenses.....	21
ARTICLE IX. MANAGEMENT, INVESTMENT, AND USE OF RETIREMENT FUND		23
Section 9.1	Trust Agreement	23
Section 9.2	Reliance by Trustee.....	23
Section 9.3	Benefits Payable Only From Fund.....	23
Section 9.4	Annual Accounting	23
Section 9.5	Fund Investments	23
Section 9.6	Removal of Trustee.....	24
Section 9.7	Resignation of Trustee	24
Section 9.8	Non-Diversion of Retirement Fund	24
Section 9.9	Custodian of Records and Accounts.....	24

ARTICLE X. TERMINATION OF EMPLOYMENT, RE-EMPLOYMENT AND LEAVES OF ABSENCE	25
Section 10.1 Termination of Employment and Subsequent Re-employment.....	25
Section 10.2 Retirement and Subsequent Re-employment.....	26
Section 10.3 Leaves of Absence	26
Section 10.4 Military Service	26
ARTICLE XI. AMENDMENT OR TERMINATION OF PLAN.....	28
Section 11.1 Amendment of Plan	28
Section 11.2 Termination of Plan or Discontinuance of Contributions – Allocation of Assets of Retirement Fund	28
ARTICLE XII. MISCELLANEOUS PROVISIONS	30
Section 12.1 Non-Guarantee of Employment.....	30
Section 12.2 Rights to Retirement Fund Assets.....	30
Section 12.3 Non-Alienation of Benefits.....	30
Section 12.4 Disclaimer of Liability	30
Section 12.5 Facility of Payment.....	30
Section 12.6 Notice of Address	31
Section 12.7 Lump Sum Payment of Small Benefits.....	31
Section 12.8 Merger of Plan	31
Section 12.9 Return of Mistaken Contributions	32
ARTICLE XIII. ELIGIBILITY FOR PARTICIPATION IN PUBLIC SCHOOL RETIREMENT PLAN OF MISSOURI	33
Section 13.1 Effect of Coverage in State Teachers Plan	33
Section 13.2 Adjustments to Benefits.....	33
Section 13.3 Transfer of Benefits to State Teachers Plan.....	33
Section 13.4 Benefit Adjustment Due to Change in Employment Status.....	34

**THE
NON-CERTIFICATED EMPLOYEES RETIREMENT PLAN
OF
THE COMMUNITY COLLEGE DISTRICT OF ST. LOUIS-
ST. LOUIS COUNTY, MISSOURI
(As Amended and Restated effective July 1, 2018)**

This Amendment and Restatement of the Plan, adopted this ___ day of April, 2019, by **THE COMMUNITY COLLEGE DISTRICT OF ST. LOUIS,- ST. LOUIS COUNTY, MISSOURI**, a body corporate and subdivision of the City of St. Louis, (hereinafter sometimes called “The Community College District”), pursuant to action of its Board of Trustees taken of even date herewith.

WITNESSETH:

WHEREAS, the Board of Trustees previously adopted the Plan on July 1, 1969;

WHEREAS, the Board of Trustees formerly restated the Plan; and

WHEREAS, the Board of Trustees desires to further amend and restate the Plan and incorporate all prior amendments into the restated Plan document.

NOW THEREFORE, the Board of Trustees hereby amends and restates the Plan as follows effective July 1, 2018:

ARTICLE I.
Retirement Plan For “Non-Certificated” Employees

Section 1.1 Establishment of Retirement Plan

A retirement Plan is hereby established for the exclusive benefit of the non-certificated employees of The Community College District of St. Louis –St. Louis County, Missouri, and their beneficiaries, to be known as the “NON-CERTIFICATED EMPLOYEES RETIREMENT PLAN OF THE COMMUNITY COLLEGE DISTRICT OF ST. LOUIS – ST. LOUIS COUNTY, MISSOURI”, (sometimes hereinafter referred to as the “Non-Certificated Employees Retirement Plan,” or as the “Plan”), the purpose of which is to facilitate the retirement of such qualified employees in an orderly and equitable manner. All terms in the masculine shall be deemed to include the feminine, and terms in the singular shall be deemed to include the plural, and vice versa, wherever the context so admits or requires.

Section 1.2 Creation of Retirement Fund

Coincident with the establishment of the Plan, a Retirement Fund shall be created to be composed of contributions of the Community College District contributions of the Participants in the Plan, and investment earning thereon. The Retirement Fund shall be used exclusively to accumulate funds for distribution to Participants or their beneficiaries or designated contingent annuitants of the benefits provided in this Plan.

Section 1.3 Qualification with Internal Revenue Service

This Plan, and the pension trust executed pursuant hereto, is expressly intended to qualify under Sections 401 and 501, respectively, of the Internal Revenue Code of 1986, as amended (sometimes hereafter referred to as “IRC”).

ARTICLE II.
Definitions

Section 2.1 “Accumulated Contributions”

Accumulated Contributions, when used with respect to an individual Participant as of any specified date, means the sum of all unrefunded contributions made by the Participant under the Plan, plus any previously Credited Interest on such contributions.

Section 2.2 “Actuarial Equivalent”

Actuarial Equivalent means a benefit of equivalent value computed on the following basis:

Mortality: For all purposes under the Plan, mortality is based on the combined healthy table of the Society of Actuaries’ RP 2000 Mortality Table Report with no collar adjustment, projected to 2020 using Scale AA and blended 50% male and 50% female.

Interest: For purposes of determining a cash settlement option under Section 7.3, the interest rate shall be the FTSE USBIG Credit Index AAA/AA 10+ year (High-Grade Bond Index for the month of April preceding the year of the payment (as published by the U.S. Treasury), minus one and nine tenths percent (1.90%), with a minimum interest of four and one half percent (4.50%). For all other purposes under the Plan, the interest rate shall be seven percent (7.00%).

Section 2.3 “Average Annual Compensation”

Average Annual Compensation means the Average Annual Compensation paid to an employee during any four (4) calendar years of Credited Service which yield the highest average only taking into account the last ten (10) calendar years of the employee’s Credited Service. Any base salary upon which voluntary contributions under Section 4.3 are based shall be deemed to be compensation paid to an employee for purposes of calculating Average Annual Compensation.

Section 2.4 “Beneficiary”

Beneficiary means a spouse, a dependent parent, or a dependent child who is designated by a Participant to receive certain benefits or Accumulated Contributions payable according to the Plan on or after a Participant’s death. In event the Beneficiary predeceases the Participant any death benefits shall be paid to the Participant’s estate.

Section 2.5 “Board of Trustees”

Board of Trustees means the Board of Trustees of the Community College District.

Section 2.6 “Compensation”

Compensation means the compensation paid to an Employee by the Community College District for personal services rendered during a calendar year, including overtime pay, shift

differential pay, any sums that a Participant has authorized to be paid to an insurance company for the purchase of an annuity for the benefit of said Participant under the Provisions of IRC Section 403(b), and any and all other forms of direct remuneration which are required to be reported by an employer for Federal Income Tax purposes, exclusive of reimbursed expenses and all other unusual compensation. Compensation during a calendar year in excess of the amount specified in IRC Section 401(a)(17) or such larger amounts indexed pursuant to IRC Section 415(d) shall be disregarded for all purposes of this Plan.

Section 2.7 “Credited Interest”

Credited Interest means an amount credited annually as of the end of a Plan Year upon a Participant’s Accumulated Contributions as of June 30th of the preceding Plan Year. For Plan Years ending prior to June 30, 2001, the rate of Credited Interest shall be determined according to the provisions of this Section 2.7 as previously in effect. The rate of Credited Interest for each Plan Year ending on or after June 30, 2001 shall be equal to one-twelfth of the sum of the monthly average yields on one-year Treasury Constant Maturity securities during the twelve (12) months ending on April 30th preceding the end of the Plan Year. Such yields shall be taken from statistical data published by or otherwise available from the Federal Reserve System Board of Governors. The rate of Credited Interest shall be rounded to the nearest one-tenth of one percent. Partial interest shall not be credited on the contributions of employees who become participants during a Plan Year. No interest shall be credited for the Plan Year during which a Participant terminates employment unless the Participant terminates employment on June 30th, in which case interest shall be credited for the Plan Year. However, if a Participant is vested and elects to leave his/her Accumulated Contributions in the Retirement Fund and receive a deferred vested benefit under Section 5.3, interest shall be credited on the Accumulated Contributions until the date of retirement.

Section 2.8 “Credited Service”

Credited Service means the period of continuous employment as an Employee prior to the effective date of this Plan (July 1, 1969) and the continuous employment after July 1, 1969 as an Employee contributing to the Plan, except as otherwise provided in Sections 10.1, 10.3, and 10.4. A full-time Participant serving the full year of his or her term of employment (whether under a thirty-six (36) week contract or a fifty-two (52) week contract) shall receive a year of Credited Service. Any Participant who works a partial year (whether based on a 36 week contract or a 52 week contract) shall receive proportional credit computed to the nearest tenth of a year. Not more than one year of Credited Service shall be credited to a Participant for services during a Plan Year. Credited Service shall be computed based on the period of continuous employment as a full-time employee, except as otherwise provided in Sections 10.1, 10.3, and 10.4. Participants will be granted additional months of Credited Service equal to the unused accumulated sick leave days on the employee’s last day of employment divided by twenty-one (21), according to the following table:

<u>Days of Unused Accumulated Sick Leave</u>	<u>Months of Credited Service</u>
0-10	0

11-31	1
32-52	2
53-73	3
74-94	4
95-115	5
116-136	6
137-157	7
158-178	8
Over 178	9

Section 2.9 “Effective Date”

The Effective Date of the Plan was originally July 1, 1969. Effective Date of the Third Amendment and Restatement is July 1, 2018.

Section 2.10 “Employee”

Employee means a non-certificated employee of the Community College District who is customarily employed on a full-time basis calling for at least thirty-two (32) hours of service per week and at least nine (9) months service in any one (1) calendar year, except that it shall not include any such employee who contemporaneously by such employment receives credit or benefit from or under any other retirement Plan or system (except Social Security). In addition, the term “Employee” shall not include person who are defined as “part-time continuing employees” in the Community College District’s Administrative Policy Manual. Should there be any doubt as to the application of this definition, the determination of who shall constitute an Employee shall be made by the Retirement Committee using uniform rules consistently applied with respect to all persons similarly situated. A leased employee as defined in IRC Section 414(n) shall not be included as an Employee under this Plan.

Section 2.11 “IRC”

IRC means the Internal Revenue Code of 1986, as amended.

Section 2.12 “Community College District”

Community College District, as used in this Plan, means The Community College District of St. Louis – St. Louis County, Missouri.

Section 2.13 “Membership Service”

Except as otherwise provided in Sections 13.2 and 13.4, Membership Service means the years of Credited Service of an Employee commencing on or after November 1, 1965.

Section 2.14 “Participant”

Participant means any Employee or former Employee of the Community College District who is or was covered under the Plan in accordance with Article III.

Section 2.15 “Plan”

Plan means the Non-Certificated Employees Retirement Plan of the Community College District of St. Louis – St. Louis County, Missouri, as set forth herein and as hereafter amended from time to time.

Section 2.16 “Plan Year”

Plan Year means a twelve (12) month period during which the Plan is operative, beginning each year with the twelve (12) months commencing on July 1.

Section 2.17 “Prior Service”

Prior Service means the years of Credited Service of an Employee commencing and ending before October 31, 1965.

Section 2.18 “Retirement”

Retirement means the termination of employment after an Employee has fulfilled all requirements for Retirement Benefits of a type set forth herein. Retirement shall be considered as commencing on the first day of a month immediately following an Employee’s last day of employment or last day of an authorized leave of absence, if later.

Section 2.19 “Retirement Benefits”

Retirement Benefits means the monthly amount which is payable to a Participant who is entitled to receive benefits under the Plan.

Section 2.20 “Retirement Committee”

Retirement Committee, sometimes referred to as “Committee,” means the persons appointed or elected to administer the Plan, as pursuant to the terms of Section 8.1.

Section 2.21 “Retirement Date”

Retirement Date means the first day of the month coincident with or next following a Participant’s satisfaction of the requirements for Retirement according to the Plan and his/her termination of employment.

Section 2.22 “Retirement Fund”

Retirement Fund means the total fund derived from the appropriations of the Community College District, from contributions made by Participants of the Plan, and any income derived therefrom, to be used exclusively for the payment of benefits of eligible Participants, and of their beneficiaries, and designated contingent annuitants.

Section 2.23 “Trustee”

Trustee means the Trustee selected by the Board of Trustees and with which a Trust Agreement has been executed pursuant to the Plan, and any successor Trustee.

ARTICLE III.
Eligibility and Participation

Section 3.1 **Eligibility**

Any Employee shall commence participation with the first day of the biweekly payroll period which begins after he/she has been employed by the Community College District for thirteen (13) complete biweekly payroll periods. All eligible Employees shall participate in the Plan as a condition of their employment. A Participant shall contribute to the Plan commencing with his/her first full payroll period coincident with or next following the date he/she becomes a Participant.

Section 3.2 **Termination of Participant**

Each Participant shall remain in the Plan until the earlier of his/her death, Retirement, or termination of employment; provided, however, that if the basis of his/her employment is changed so that he/she is no longer an Employee, as defined in Section 2.10, he/she will be considered to have a termination of employment as of the date of such change, and any benefits to which he/she may be entitled shall be determined under Section 5.3 or 5.4, whichever is applicable.

Section 3.3 **Membership Records and Designation of Beneficiary**

All Employees, prior to their participation in the Plan, shall complete a participation form to be furnished by the Retirement Committee, upon which the Employee shall indicate all required information. In addition, all Employees shall designate a person or persons to receive the benefits payable in the event of the death of the Participant. Such person or persons shall be the Beneficiary of the Participant. The Participant may from time to time change the Beneficiary by written notice to the Retirement Committee, and upon receipt by the Retirement Committee of such change, the rights of all previously designated beneficiaries to receive any benefit under the Plan shall cease. In the event any Participant dies without having designated a Beneficiary or in the event any Participant dies but is the survivor of the designated Beneficiary, then and in either event, the benefits payable by the Plan shall be paid to the estate of the deceased Participant.

**ARTICLE IV.
Contributions**

Section 4.1 Contributions by Community College District

The Board of Trustees shall appropriate annually such funds as will be equivalent to the contributions of the Participants. Administrative costs of the Plan shall be provided from the Retirement Fund as herein provided.

Section 4.2 Contributions by Participants

Effective with his/her first payroll period coincident with or next following his/her initial date of participation, and then with succeeding payroll periods, a Participant shall contribute the following amounts to the Retirement Fund by automatic payroll deductions from his/her Compensation:

Four percent (4%) of Compensation paid to the Participant during any calendar year. Such deductions shall be credited to the Participant's individual contribution account in the Retirement Fund.

No contributions shall be deducted after Credited Service ceases, and no contributions shall be required of any Participant during the time such Participant is receiving benefits under the Plan. The Community College District may, by resolution adopted by the Board of Trustees, make, on behalf of Employees, the contributions required of Employees pursuant to this Section 4.2 so that such contributions constitute pick-up contributions under IRC Section 414(h)(2).

Section 4.3 Voluntary Contributions by Vested Participants

Notwithstanding any provision to the contrary, any vested Participant, determined pursuant to Section 5.3, who did not receive Compensation from the Community College District due to absence from work caused by sickness or injury pursuant to the College's leave of absence policy for a period of at least twenty (20) consecutive employment days shall be permitted to contribute to the Plan in an amount equal to eight percent (8%) of his/her base salary for such period of absence. Such Participant shall be entitled to purchase such Credited Service only upon reinstatement of active employment after such period of absence. Such purchase shall be made through payroll deductions within six (6) months of reinstatement. The maximum amount of Credited Service to be purchased in accordance with this Section 4.3 during any Plan Year is the equivalent of one (1) year. The maximum amount of Credited Service that may be purchased in accordance with this Section 4.3 during a Participant's period of membership in the Plan is equivalent of two (2) years.

The calculation of Average Annual Compensation under Section 2.3 shall include the base salary upon which the voluntary contributions under this Section 4.3 are based.

ARTICLE V.
Requirements for Retirement Benefits

Section 5.1 Normal Retirement Benefits

A Participant's normal Retirement Date shall be the first day of the month coincident with or next following the later of the attainment of age sixty (60) or completion of five (5) years of Credited Service, and his/her actual Retirement. A Participant may continue in employment following his/her normal Retirement Date. Payment of normal Retirement Benefits shall commence on the first day of the month coincident with or next following the Participant's normal Retirement Date, and shall terminate with the last benefit paid prior to the Participant's death.

Section 5.2 Early Retirement Benefits

A Participant's early Retirement Date shall be the first date of the month coincident with or next following his/her election for early Retirement under the following options:

- (a) Attainment of age fifty-five (55) and the completion of at least five (5) years of Credited Service; or
- (b) Completion of at least twenty-five (25) years of Credited Service at any age prior to attainment of age sixty (60).

Payment of early Retirement Benefits shall commence on the first day of the month coincident with or next following the Participant's early Retirement Date and shall terminate with the last benefit payment paid prior to the date of Participant's death. This Section applies only to Participants who retire from active employment with the Community College District. Early commencement of deferred vested benefits for terminated vested employees is governed by Section 5.3 of the Plan.

Section 5.3 Deferred Vested Benefits

If a Participant has completed at least five (5) years of Credited Service and terminates employment, unless he/she has elected an early Retirement, he/she may withdraw his/her Accumulated Contributions from the Retirement Fund or he/she may leave his/her Accumulated Contributions in the Retirement Fund and be eligible to receive deferred vested benefits. Such Participant may elect to withdraw his/her Accumulated Contributions at any time prior to the last day of the Plan Year following the third anniversary of the date of his/her termination of employment. After such date, such Participant is only entitled to receive deferred vested benefits. Deferred vested benefits shall commence no later than the first day of the month following the later of (I) the Participant's attainment of age sixty (60); or (II) the Participant's date of termination of employment; or no sooner, and in an Actuarially Equivalent amount, than the first day of the month following his/her attainment of age fifty-five (55).

Section 5.4 Return of Accumulated Contributions If Not Vested

If a Participant terminates employment prior to his/her normal Retirement Date or eligibility for early Retirement and has not completed at least five (5) years of Credited Service, he/she shall be entitled to a refund of his/her Accumulated Contributions upon submission of an application to the Retirement Committee upon termination or as soon as administratively practicable.

Section 5.5 Death Benefits

If a Participant dies prior to Retirement, a death benefit equal to the Participant's Accumulated Contributions shall be payable in a lump sum to the Participant's designated Beneficiary. Should a Participant die after Retirement but before benefits had been paid at least equal to his/her Accumulated Contributions at Retirement, the difference between the benefits paid to the time of death and the Accumulated Contributions at Retirement will be paid to the Participant's designated Beneficiary. If any amount is payable to any minor it shall be paid to his/her appointed guardian, and if there is no guardian, to a parent of such minor, and if there is no parent, to such relative or such other person including a custodian under the applicable uniform transfers to minors law.

Section 5.6 Benefits Of Disabled Participants

- A. A Participant shall be considered a disabled Participant if he/she becomes eligible for and receives:
 - (1) Disability benefits under the St. Louis Community College long term disability insurance Plan; or
 - (2) Social Security disability benefits.

A Participant will only be considered a disabled Participant under the Plan if he/she meets these requirements prior to termination of employment and after completing at least ten (10) years of Credited Service, but before age 60 and before receiving any retirement benefit under the Plan.

- B. The Retirement Committee shall require proof that the Participant has met the requirements of Section 5.6.A. Such proof shall consist of written documentation that the Participant is receiving a disability benefit under Sections 5.6.A or 5.6.A(2) above.
- C. A Participant shall continue to accrue Credited Interest, Credited Service, and Membership Service while he/she is a disabled Participant.
- D. If a Participant no longer meets the requirements of Section 5.6.A at any time prior to his/her Retirement Date and the Participant does not return to work as an employee of the Community College District within thirty (30) days after failure to meet such requirements, the Participant shall be considered to have terminated employment as of the date he/she failed to meet such requirements. The accrual

of Credited Service and Membership Service shall cease and the Participant shall be entitled solely to the benefits provided under Section 5.3.

- E. A disabled Participant will be eligible to retire when the requirements of Section 5.1 (normal retirement benefits) or Section 5.2 (early retirement benefits) of the Plan have been met. The amount of such retirement benefit shall be determined in accordance with the appropriate provisions under Section 6.1 (for normal retirement benefits) or 6.2 (for early retirement benefits), including the additional service credits granted under Section 5.6.C. Average Annual Compensation shall be determined assuming the Participant continued to receive compensation while he/she was a disabled Participant at a rate equal to the greater of:
- (1) The rate in effect when he/she became a disabled Participant; and
 - (2) The compensation received during the last calendar year immediately preceding the date he/she became a disabled Participant.
- F. Upon the death of a disabled Participant, death benefits shall be paid only as provided in Section 5.5 of the Plan.

Section 5.7 General Conditions

A Participant shall not be entitled to receive Retirement Benefits simultaneously under more than one of the foregoing provisions of this article.

ARTICLE VI.
Amount of Retirement Benefits

Section 6.1 Normal Retirement Benefits Computation

A Participant who retires or terminates employment, and meets the requirements for normal Retirement shall receive a monthly Retirement Benefit equal to one-twelfth of the sum of the following items:

- (a) For each year of Membership Service 1.55 percent of his/her Average Annual Compensation; and
- (b) For each year of Prior Service, 0.775 percent of his/her Average Annual Compensation.

Section 6.2 Early Retirement Benefits

A Participant who meets the requirements for early Retirement shall receive a monthly early Retirement Benefit which shall be determined in the same manner as a normal Retirement Benefit, based on the Participant's Prior Service, Membership Service and Average Annual Compensation to the date of early Retirement, but shall be the Actuarial Equivalent of the Participant's normal Retirement Benefit to reflect the Participant's younger age at Retirement and the early commencement of Retirement Benefit payments.

Section 6.3 Cost of Living Increases

This annual adjustment is based on the United States Department of Labor Consumer Price Index (CPI) for the preceding year. If the Board of Trustees determines that the cost of living, as measured by generally accepted standards, increases by four percent (4%) or more in the preceding Plan Year, the Board of Trustees shall increase the Retirement Benefits which retired Participants or their Beneficiaries are receiving by four percent (4%) of the amount which each retired Participant received at the time of his/her Retirement. The increase provided for in this Section 6.3 shall be effective January 1 following such Plan Year; however, it shall not become effective with respect to the Retirement Benefits of any Participant or Beneficiary until the fourth January 1 following the Participant's Retirement. The total of the increases granted in a retired Participant's or Beneficiary's Retirement Benefits may not exceed thirty-six percent (36%). If the cost of living increases less than four percent (4%) in such Plan Year, the Board of Trustees may determine the percentage of increase to be made in Retirement Benefits, but at no time may an increase exceed four percent (4%) a year. If the cost of living decreases in a Plan Year, there will be no cost of living increase in Retirement Benefits for retired Participants or Beneficiaries as of the first day of January following such Plan Year. The use of the CPI is the basis of COLA increases.

Section 6.4 Cost of Living Reductions

The Board of Trustees may reduce the amounts which have been granted as increases to a retired Participant's or Beneficiary's Retirement Benefits under Section 6.3 if the cost of living, as determined by the Board of Trustees and as measured consistent with Section 6.3, is less than

the cost of living was at the time of the first increase in the Retired Participant's or Beneficiary's Retirement Benefits, except that the reduction shall not exceed the amount of increases which have been made to the Retirement Benefits after July 1, 1987.

Section 6.5 Limitations on Benefits

For purposes of IRC Section 415 and the regulations thereunder, the limitation year shall be the Plan Year. The limitations of IRC Section 415 and regulations thereunder are hereby incorporated by reference.

Section 6.6 Monthly Benefit Increase for Current Participant Receiving Retirement Income

- A. Any Participant, who is receiving a monthly Retirement Benefit as of June 1, 1997, will receive an increase in his/her monthly Retirement Benefit payable on and after July 1, 1997, as indicated:
 - (1) A Participant whose original monthly Retirement Benefit, not including any cost of living adjustments under Section 6.3 or 6.4, was \$400 or less will receive an increase of \$20.00 per month in the current monthly Retirement Benefit.
 - (2) A Participant whose original monthly Retirement Benefit, not including any cost of living adjustments under Section 6.3 or 6.4, was over \$400 will receive an increase in the current monthly Retirement Benefit equal to an additional five percent (5%) of his/her original monthly Retirement Benefit.
- B. Any Participant, who is receiving a monthly Retirement Benefit as of June 1, 1998, will receive an increase of 3.45% based on his/her original monthly Retirement Benefit. This increase will commence with the Participant's July 1998 monthly Retirement Benefit.
- C. Any Participant, who is receiving a monthly retirement benefit as of May 1, 1999, will receive an increase of 1.67% based on his/her original monthly retirement benefit. This increase will commence with the Participant's June 1999 monthly retirement benefit.
- D. Any Participant who is receiving a monthly retirement benefit as of June 1, 2000 will receive an increase of 1.64% based on his/her original monthly retirement benefit. This increase will commence with the Participant's July 2000 monthly retirement benefit.
- E. Any Participant who is receiving a monthly retirement benefit as of June 1, 2001 will receive an increase of 2.4% based on his/her original monthly retirement benefit. This will commence with the Participant's July 1, 2001 monthly retirement benefit.

The increase applied to his/her current monthly benefit will not be subject to future cost of living adjustments under Sections 6.3 or 6.4. The existing benefit shall be adjusted by adding the additional benefits set forth in this Section 6.6 to the current monthly benefit, and shall be payable in the same form of payment as the benefit currently payable to the Participants. Participants receiving minimum distribution payments under Section 7.4 shall not be entitled to the increase provided by this Section 6.6.

ARTICLE VII.
Optional Forms of Retirement Benefit Payment

Section 7.1 Distribution Options

A Participant may elect to have the Actuarial Equivalent of his/her Retirement Benefits paid to him/her during his/her lifetime at a reduced amount with benefits to be continued to be paid after his/her death to his/her designated Beneficiary under one of the following options:

Option 1. Upon the Participant's death, reduced Retirement Benefits shall be continued throughout the life of the Participant's spouse or designated Beneficiary and as the Participant shall have nominated in his/her election of the option.

Option 2. Upon the Participant's death, one-half of the reduced Retirement Benefits shall be continued throughout the life of the Participant's spouse or designated Beneficiary and as the Participant shall have nominated in his/her election of the option.

Option 3. Upon the Participant's death, the reduced Retirement Benefits shall be continued throughout the life of the Participant's spouse or designated Beneficiary and as the Participant shall have nominated in his/her election of the option; and provided further that if the person so nominated dies after payment of the Retirement Benefits commences but before the death of the retired Participant, the Retirement Benefits will be increased to the amount the retired Participant would be receiving had he/she not elected an option.

Option 4. Upon the Participant's death, one-half ($\frac{1}{2}$) of the reduced Retirement Benefits shall be continued throughout the life of the Participant's spouse or designated Beneficiary and as the Participant shall have nominated in his/her election of the option; and provided further that if the person so nominated dies after payment of the Retirement Benefits commences but before the death of retired Participant, the Retirement benefits will be increased to the amount the Retired Participant would be receiving had he/she not elected an option.

The election of an option may be made only in the application for Retirement and such application must be filed prior to the date on which the Retirement of the Participant is to be effective. An election to receive such Retirement Benefits in accordance with this Section 7.1 shall become inoperative in the event:

- (a) The Participant dies before Retirement, except that if the Participant dies after attaining age sixty (60) and before Retirement, his/her spouse, if named as his/her Beneficiary may elect to receive any survivorship payments under Option 1 or payment of his/her Accumulated Contributions, or
- (b) The Participant's designated Beneficiary predeceases the Participant while the Participant is still employed and another contingent annuitant has not been designated.

Section 7.2 Level Income Option

A Participant who retires prior to age 62 and is eligible for a retirement benefit under the Plan may elect to receive a retirement benefit under this Section. The retirement benefit under this Section shall be the actuarial equivalent of the retirement benefit payable for his/her lifetime under Section 5.1 or Section 5.2 of the Plan.

This option provides a member with a larger monthly retirement benefit under the Plan until Social Security eligibility age sixty-two (62) years. When Social Security eligibility is attained the monthly benefit payable to the retiree under this Section is reduced. Benefits payable for the month after the Participant attains age sixty-two (62) shall decrease by the estimated monthly primary Social Security benefit. The estimated monthly primary Social Security benefit shall be the estimated benefit payable at age sixty-two (62) which the Participant obtained from the Social Security Administration within ninety (90) days of his/her Retirement Date. Participants who elect to receive the Level Income Option are entitled to receive the Cost of Living Allowance under Section 6.3.

This option is not available to a Participant if the monthly retirement benefit payable after age sixty-two (62) would be less than \$15.00.

Section 7.3 Pension Benefit – Cash Settlement Option

- A. In lieu of receiving either normal Retirement Benefits or early Retirement Benefits under the normal form, a Participant may elect to receive a single sum cash payment in lieu of all other benefits under the Plan. Such single sum cash payment shall be an amount equal to the Actuarial Equivalent of the Retirement Benefit in the normal form as of his/her Retirement Date.

In lieu of the single sum cash payment described above, a Participant may elect to receive fifty percent (50%) of his/her Retirement Benefit as a monthly benefit payable under one of the options provided in Section 7.1 with the other fifty percent (50%) of the Retirement Benefit payable as a single sum cash payment. Such single sum cash payment shall be an amount equal to the Actuarial Equivalent of fifty percent (50%) of the Retirement Benefit that would be payable in the normal form as of his/her Retirement Date.

- A. The election of the cash settlement option may be made only in the application for Retirement Benefits and such application must be filed prior to the date on which the Retirement of the Participant is to be effective. The cash settlement option is not available to a Participant who terminated employment prior to becoming eligible for a normal Retirement Benefit or an early Retirement Benefit.

Section 7.4 General Conditions for Election of Options

In no event may any optional form of benefit payment provided in this Plan be elected which would provide payments for a period greater than the joint life and last survivor expectancy of the Participant and his/her designated contingent annuitant, or result in the payment of benefits to a contingent annuitant other than the Participant's spouse having a present

value at the commencement of monthly benefits in excess of fifty percent (50%) of the then present value of the normal Retirement Benefits to which the Participant is entitled.

Section 7.5 Required Minimum Distributions

- A. Notwithstanding any other provision of this Plan to the contrary, distribution of a Participant's accrued benefit shall satisfy the provisions of this Section 7.5.
- B. Prior to a Participant's Retirement Date, distributions under this Section 7.5 shall be made in the form of a life annuity. Optional forms of payment provided under Sections 7.1 and 7.2 shall be available only at the time of Retirement.
- C. Payment of benefits to Participants whose distribution began prior to May 15, 1999, shall be governed by the terms of the prior Plan. Effective May 15, 1999, a Participant who has (1) attained age seventy and one-half (70½) and (2) completed five (5) years of Credited Service and (3) has not commenced benefit distribution from the Plan shall have the option to elect to commence benefit distribution as of the 1st day of April in the calendar year following the later of (1) the calendar year in which the Participant attained age seventy and one-half (70½) or (2) the calendar year in which the Participant completed five (5) years of Credited Service.

The initial amount payable shall be the benefit determined under Section 6.1 as of the first day of January preceding the date of the first payment. The amount payable to a Participant under this paragraph shall be re-determined annually as of the first day of each calendar year. The benefit shall be determined under Section 6.1 based on the Membership Service, Prior Service, and Average Annual Compensation as of the date of determination. The benefit so calculated shall then be reduced by the actuarial equivalent of the benefit payments received under this Section 7.5 during the prior calendar year. However, the amount payable shall not be less than the benefit the Participant was receiving immediately prior to such recalculation.

- D. If a Participant dies after commencing payments under this Section 7.5 but prior to retirement, the death benefit specified in Section 5.5 shall be payable.
- E. Participants who elect not to commence distribution as provided in Section 7.4(C) shall continue to be eligible to receive benefits in accordance with Section 6.1. Payment of the monthly retirement benefit shall commence on the first day of the month following the date of the Participant's retirement.

Section 7.6 Direct Rollover of Eligible Rollover Distributions

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Retirement Committee, to have any portion of an eligible rollover distribution paid directly to an eligible retirement Plan specified by the distributee in a direct rollover.

- A. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution

does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under IRC Section 401(a)(9) and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

- B. An eligible retirement plan is an individual retirement account described in IRC Section 408(a), an individual retirement annuity described in IRC Section 408(b), an annuity plan described in IRC Section 403(a), or a qualified trust described in IRC Section 401(a), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.
- C. A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in IRC Section 414(p), are distributed with regard to the interest of the spouse or former spouse.
- D. A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

Section 7.7 Distribution Of Benefits By Direct Deposit

Effective for all Participants commencing distribution of benefits on or after June 1, 1999, the payment of monthly benefits shall be made by direct deposit to a permissible financial institution designated by the Participant. Monthly benefit payments to those Participants who are in pay status on July 1, 1999, shall be made by direct deposit to the financial institution designated by the Participant no later than October 1, 1999.

Participants who wish to receive monthly benefit payments by other than direct deposit must make written application to the Retirement Committee seeking exemption from the requirements of this Section 7.7. The application must describe the hardship which the Participant would incur if his/her monthly retirement benefit payments were paid through direct deposit.

The Retirement Committee shall review any such application and make a determination on the exemption application within thirty (30) days of receipt. The Retirement Committee shall have the discretion to request additional information from the Participant as to the existence of hardship. During the pendency of a request for additional information, the thirty (30) day limit described above shall be stayed.

ARTICLE VIII.
Administration of the Plan

Section 8.1 Appointment of Retirement Committee

The Plan shall be administered by a Retirement Committee consisting of two (2) voting members appointed by the Board of Trustees of the Community College District, who may but need not be members of such Board of Trustees, one (1) voting member who is elected from among the non-unit Participants, one (1) voting member who is elected by the group of Participants within the office and technical bargaining unit, one (1) voting member who is elected by the group of Participants in the public safety bargaining unit and one (1) voting member who is elected by the group of Participants within the physical plant bargaining unit. The Controller and the Associate Vice Chancellor, Human Resources shall be ex officio members without power to vote.

The members of the Retirement Committee who are appointed by the Board of Trustees of the Community College District shall serve at its pleasure.

Each member elected by the non-unit Participants, physical plant bargaining unit Participants, public safety bargaining unit Participants and office and technical bargaining unit Participants shall serve a term of three (3) years. Elected members may serve for multiple terms, at the discretion of the group represented. In the event a member elected by one of the groups described in this paragraph is unable to complete his or her term on the Retirement Committee, the groups which elected such member shall elect a replacement member to serve the remainder of the departing member's term.

The members of the Retirement Committee shall be elected as follows:

- (a) The voting member representing the non-unit Participants shall be elected from a slate of candidates chosen by a Nominating Committee appointed by the Associate Vice Chancellor of the Community College District. The members of the Nominating Committee and the slate of candidates shall represent, one each, the then existing college campuses and the College Center of the Community College District. Subsequent members shall be nominated in the same manner.
- (b) The three (3) voting members representing the Participants within any bargaining unit(s) recognized by the Community College District shall be nominated and elected in such manner as the Participants within any such bargaining unit(s) shall determine.

The Retirement Committee shall select its own Chairperson, Vice Chairperson, and Secretary, and shall delegate to them their respective duties, except that the Secretary shall make a record of all meetings. The Secretary may, but need not be, a member of the Retirement Committee. The Chairperson shall have a vote on all matters. In the event the Chairperson or Vice Chairperson resigns from their elected office for any reason, the Retirement Committee shall elect another member of the Committee to serve in the applicable office. The Retirement

Committee will hold an annual election each August for offices of Chairperson and Vice Chairperson.

Section 8.2 Retirement Committee Powers

The Retirement Committee shall have all such powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the power to construe and interpret the Plan, to decide all questions of eligibility, and to determine the amount, manner, and time of payment of any benefits hereunder. The Retirement Committee shall have the power to delegate authority to calculate and refund Accumulated Contributions of Participants in accordance with the Plan.

A majority of voting members of the Retirement Committee at the time in office shall constitute a quorum for the transaction of business. A member of the Retirement Committee who is a Participant shall not vote, however, on any matter relating specifically to himself/herself; any such matter shall be decided by the majority of the remaining members of the Retirement Committee at the time in office or present at a duly constituted Retirement Committee meeting.

The Retirement Committee shall meet from time to time as necessary. Upon concurrence in writing of a majority of the members at the time in office, action of the Retirement Committee may be taken otherwise than at a meeting.

When making a determination or calculation, the Retirement Committee shall be entitled to rely upon information furnished by the Community College District or the actuary retained to advise concerning the Plan and the Retirement Fund.

The Retirement Committee may adopt such rules and actuarial tables as it deems advisable, and may employ such agents, attorneys, accountants, actuaries, Plan coordinator or clerical assistants as it deems necessary.

Section 8.3 Rules and Decisions

All rules and decisions of the Retirement Committee shall be uniformly and consistently applied to all Employees in similar circumstances. No action taken by the Retirement Committee or by any member thereof under the authority of this Plan shall discriminate in favor of Participants who are officers, members of the Board of Trustees of the Community College District, persons whose duties consist of supervising the work of other employees, or highly compensated employees.

Any rule or decision, which is not inconsistent with the provisions of the Plan, shall be conclusive and binding upon all person affected by it.

Section 8.4 Remuneration And Expenses

No remuneration shall be paid from the Plan to any Retirement Committee member as such. However, the reasonable expenses (including the fees and expenses of persons employed by it in accordance with Section 8.2) of a Retirement Committee member incurred in the

performance of a Retirement Committee function may be reimbursed by the Community College District, and any expenses not paid by the Community College District shall be paid by the Trustee out of the principal or income of the Trust Fund.

ARTICLE IX.
Management, Investment, and Use of Retirement Fund

Section 9.1 Trust Agreement

The Board of Trustees shall execute a Trust Agreement with a corporation possessing Trustee powers. The Trust Agreement shall authorize, consistent with this section and any other applicable provisions of the Plan, the Retirement Committee to establish such general restrictions with respect to investment policy as it may determine advisable for the administration of the Trust Fund, and to advise the Board of Trustees concerning the removal of the Trustee and appointment of its successor at any time, subject to the terms of the Agreement. The Trustee in its relation to this Plan shall be entitled to all the rights, powers, privileges, and immunities conferred upon it, and shall be charged with all duties and obligations imposed upon it, by or under the Trust Agreement. All reasonable expenses incurred by the Trustee in the administration of the Trust, as well as a reasonable Trustee's fee, shall be paid from the Fund in accordance with the Trust Agreement and upon approval by the Retirement Committee. The Trustee shall exercise all the rights granted to it under the provisions of the Trust Agreement subject, where so conditioned, upon instructions from the Retirement Committee or Board of Trustees.

Section 9.2 Reliance by Trustee

The Trustee shall be fully protected when acting under the direction of the President of the Board of Trustees or under the direction of the Retirement Committee, evidenced in writing and believed by it to be genuine. The issuance of any written instructions by the Retirement Committee shall constitute conclusive evidence to the Trustee of the existence of all requisite conditions precedent to the giving of such instructions. The Trustee may act on the opinion of counsel, either its own counsel or the Board of Trustees' counsel. The Trustee, if authorized to pay benefits by the Trust Agreement, shall not be required to determine the mailing address of any Participant or Beneficiary, or their identity, but may rely upon the Retirement Committee's certificate for that purpose.

Section 9.3 Benefits Payable Only From Fund

The benefits which shall be payable in accordance with the provisions of the Plan shall be paid solely from the Fund, and each Participant or retired Participant or other person who shall claim the right to any payment under the Plan shall be entitled to look only to the Fund for such payment. No liability for the payment of benefits under this Plan shall be imposed upon the Retirement Committee or Board of Trustees.

Section 9.4 Annual Accounting

The Trustee shall render an accounting to the Board of Trustees at least once every year.

Section 9.5 Fund Investments

The Trustee shall be authorized and empowered to invest any funds in the Fund to the extent and in a manner it deems in the best interest of this Trust, subject to such general

restrictions with respect to investment policy as may be determined by the Retirement Committee.

Section 9.6 Removal of Trustee

The Board of Trustees may remove the Trustee upon ninety (90) days' written notice, and in case of such removal, the Board of Trustees shall appoint a successor Trustee. The successor Trustee shall qualify by executing an instrument accepting the appointment. Any successor Trustee shall have the same powers and duties as those conferred upon the Trustee named in the previous Trust Agreement.

Section 9.7 Resignation of Trustee

The Trustee may resign this Trust at any time by giving ninety (90) days' written notice to the Retirement Committee. Upon such resignation becoming effective, the Trustee shall render to the Retirement Committee an account of its administration of this Trust during the period following that covered by its last approved annual accounting, and shall perform all acts necessary to transfer the assets of the Trust to its successor.

Section 9.8 Non-Diversion of Retirement Fund

No part of the corpus or income of the Retirement Fund or of any trust maintained pursuant to the Plan or any funds contributed thereto shall be used or diverted, by any means, to any purpose other than to benefit Participants, retired Participants, or their beneficiaries or annuitants.

Section 9.9 Custodian of Records and Accounts

The Retirement Committee shall select a custodian of the records and accounts of the Plan and Fund, subject to the control and direction of the Retirement Committee. The records and accounts shall be subject to the inspection of the Retirement Committee or any of its members at all times.

ARTICLE X.

Termination of Employment, Re-employment and Leaves of Absence

Section 10.1 Termination of Employment and Subsequent Re-employment

Any Participant who shall return to employment with the Community College District as an eligible Employee under this Plan shall be governed by the provisions of this Section 10.1:

- (a) Any former Participant who did not receive a cash withdrawal of his/her Accumulated Contributions shall, upon re-employment as an eligible Employee have the Credited Service attributed to his/her prior period(s) of employment reinstated and included in the calculation of retirement benefits.
- (b) Unless he/she meets the requirements of subsection (c), a Participant who received a cash withdrawal of his/her Accumulated Contributions shall, upon re-employment as an eligible Employee, be considered a new Employee for all purposes of the Plan, including eligibility for participation, and his/her prior period(s) of employment shall not be counted as Credited Service toward the accrual of additional retirement benefits.
- (c) Any Participant who elects to withdraw his/her Accumulated Contributions may reinstate his/her prior Credited Service upon re-employment by meeting the following conditions:
 - (i) The Participant completes two (2) years of Credited Service with the Community College District after the date of his/her re-employment before Retirement;
 - (ii) The Participant completes the reinstatement application form provided by the Retirement Committee within ninety (90) days after the completion of two (2) years of Credited Service; and
 - (iii) The Participant repays in a single sum, within three years of the application date, the amount he/she previously received from this Plan as a withdrawal of his/her Accumulated Contributions, plus interest (at the rate credited by this Plan to Participant contributions) compounded from the date of withdrawal to the final payment date.
- (d) The continuity of employment of any Participant who shall return to employment with the Community College District within thirty (30) days after a call to return to work following an involuntary termination, requested by the Board of Trustees, because of personnel reduction, lack of work, or other events beyond the Community College District's control shall not be deemed to have been broken, provided such call to return to work is made within one (1) year of such involuntary termination. Such

Participant shall receive Credited Service for his/her previous periods of employment which would otherwise have been counted as Credited Service and which would otherwise not have been waived or forfeited in accordance with the Plan, but shall not receive Credited Service for any periods during which he/she was not contributing to the Plan as an Employee.

Section 10.2 Retirement and Subsequent Re-employment

If any Participant is re-employed by the Community College District after Retirement, or after eligibility to receive vested deferred benefits, payment of the benefits for which he/she may already be eligible because of prior participation shall be discontinued while so employed.

Except for the benefits for which he/she is already eligible, such a Participant who is re-employed shall participate in the Plan as though he/she had never previously participated.

Section 10.3 Leaves of Absence

A Participant who is granted a leave of absence by the Community College District for reasons of health, military service, maternity, study, or other justifiable causes as approved by the Board of Trustees shall not be deemed to have broken the continuity of his/her service with the Community College District, but he/she shall not receive Credited Service for any leaves of absence during which he/she was not contributing to the Plan.

A Participant who is not receiving any Compensation from the Community College District, including but not limited to, salary or wages, long-term disability payments, reimbursed expenses, vacation pay, or sick or other paid leave, shall not be permitted or required to contribute to the Plan. A Participant who is receiving workers' compensation benefits only shall not be permitted or required to contribute to the Plan. Notwithstanding the preceding, a Participant who is receiving Compensation from the Community College District in the form of sick pay or vacation pay while receiving workers' compensation benefits will be required to contribute to the Plan.

In all instances, the leaves of absence granted shall uniformly apply to all Participants under similar circumstances, for purposes of this Plan. During the recognized leave of absence, the Participant's Accumulated Contributions shall remain in the Retirement Fund.

Section 10.4 Military Service

A Participant who performs military service included under the uniformed services employment and re-employment rights act shall not be deemed to have broken the continuity of his/her service with the Community College District due to such military service.

Upon re-employment following a period of military service, a Participant shall immediately recommence participation in the Plan and make the contributions required under Section 4.2. In addition, the Participant shall be allowed to make up all missed contributions and thereby receive Credited Service for the period of military service. Such missed contributions may be made up in one lump sum payment or by automatic payroll deductions from his/her

compensation. The total missed contributions shall be determined as four percent (4%) of the compensation paid to the Participant during the twelve (12) months immediately preceding the period of military service, times the years and months of military service. Such contributions shall be made up over a period not greater than the lesser of five (5) years or three times the length of the period of military service. If a Participant declines to make such contributions, no Credited Service shall be granted for the period of military service. The Community College District shall make contributions equal to the amount contributed by any Participant under this Section 10.4.

ARTICLE XI.
Amendment or Termination of Plan

Section 11.1 Amendment of Plan

The Board of Trustees reserves the right to make from time to time an amendment or amendments to this Plan which do not cause any part of the funds of the Retirement Fund to be used for, or diverted to, any purpose other than the exclusive benefit of Employees included in the Plan, except that:

- (a) no amendment shall be made which would, without written consent of the Trustee, increase the duties or liabilities of the Trustee; and
- (b) no amendment shall adversely affect the computation of the amount of any Participant's Retirement Benefits based on his/her Credited Service prior to the date of amendment unless the amendment is necessary or appropriate in order to enable the Plan or Trust to qualify or retain its qualified status under IRC Sections 401 and 501.

Any such amendment to the Plan shall be accomplished through written action of the Board of Trustees.

Should the actuary retained by the Retirement Committee determine that the Community College District's contributions are more than sufficient or are not sufficient for a period of three consecutive years to fund the benefits contained herein on an actuarially sound basis, the Board of Trustees reserves the right to amend the Plan to increase or modify or to equitably reduce future benefits to such extent that the Plan's benefits would still then or would then be funded on an actuarially sound basis.

Although it is expected that the Community College District will continue the Plan as a permanent retirement program for the benefit of its Employees, the making of contributions and the continuance of the Plan is not assumed by the Community College District as a contractual obligation. The Community College District reserves the right at any time, by action of the Board of Trustees communicated in writing to the Trustee of the Fund, to discontinue its contributions or to terminate the Plan.

Section 11.2 Termination of Plan or Discontinuance of Contributions – Allocation of Assets of Retirement Fund

In the event the Plan shall, at any time, be partially or totally terminated or there shall be a complete discontinuance of contributions by the Community College District, assets of the Retirement Fund shall be allocated, after providing for necessary expenses and subject to the provisions below, so that each of the following provisions shall be given full effect in the order set forth; further, if in so giving effect to any provisions, the assets remaining in the Retirement Fund are insufficient to carry out such provisions in full, the assets available therefore shall be applied in the same proportions as the allocation which would be made if the property were sufficient to carry out the provision in full:

- First: to provide each unretired Participant the amount of his/her Accumulated Contributions to the date of termination, and each retired Participant or Contingent Annuitant or Beneficiary who is receiving payments the amount of the actuarial reserve as of the date of termination for such future Retirement Benefit payments as are based on the Participant's own Accumulated Contributions;
- Second: to provide the portion of the Retirement Benefits thereafter to be paid to each retired Participant and each Contingent Annuitant or Beneficiary of a retired or deceased Participant which is not provided by the allocation under First above;
- Third: to provide the portion of the Retirement Benefits accrued on account of each Participant who has reached his/her normal Retirement Date and who has not yet retired, which is not provided by the allocation under First above;
- Fourth: to provide the portion of the Retirement Benefits not provided by the allocation under First above, which is vested in Participants who have terminated employment or which would be vested, in accordance with Section 5.3, in each Participant who has not reached his/her normal Retirement Date if he/she had a termination of employment;
- Fifth: to provide the portion of the Retirement Benefits accrued on account of each Participant who is not included in Second, Third, and Fourth above, which is not provided by the allocation under First above; and
- Sixth: to return to the Community College District any balance which shall remain in the Trust Fund after all liabilities under the Plan with respect to Participants, retired Participants, Contingent Annuitants and Beneficiaries have been fully satisfied as herein before provided.

The value of the Retirement Benefit and the amount of actuarial reserve required to provide the benefits of each Participant, retired Participant, Contingent Annuitant and Beneficiary shall be determined by a qualified actuary.

The allocations provided for the groups of Participants above may be accomplished, as determined by the Board of Trustees, either by:

- (a) Continuance of the Plan or establishment of a new retirement plan or plans; or
- (b) Purchase of annuity contracts from an insurance company; or
- (c) Any other allocation of assets for such group or groups which is in the interest of the Community College District, the respective Participants, and the Retirement Fund.

ARTICLE XII.
Miscellaneous Provisions

Section 12.1 Non-Guarantee of Employment

Nothing contained in this Plan shall be construed as a contract of employment between the Community College District and any Employee, or as a right of any Employee to be continued in the employment of the Community College District, or as a limitation of the right of the Community College District to discharge any of its Employees.

Section 12.2 Rights to Retirement Fund Assets

No Employee shall have any right to, or interest in, any part of the Retirement Fund's assets upon termination of his/her employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable to such Employee out of the assets in the Retirement Fund or of his/her personal Accumulated Contributions. All payments of benefits as provided for in this Plan shall be made solely out of the assets in the Retirement Fund.

Section 12.3 Non-Alienation of Benefits

Except with respect to any indebtedness owing to the Community College District, benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse or former spouse or any other relative of the Employee and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder shall be void. The Retirement Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits hereunder.

Section 12.4 Disclaimer of Liability

Neither the Community College District nor any member of the Board of Trustees or of the Retirement Committee shall guarantee the Retirement Fund in any manner against loss or depreciation; nor shall they be liable for any act or failure to act which is made in good faith pursuant to the provisions of the Plan. The Community College District shall not be responsible for any act of the Retirement Committee or of any agent, Trustee, or insurance carrier holding, managing, or investing the Retirement Fund. The members of the Retirement Committee shall not be responsible for any act or failure to act of the Board of Trustees, or any agent, employee, or official of the Community College District or any agent, Trustee, or insurance carrier holding, managing, or investing the Retirement Fund.

Section 12.5 Facility of Payment

If the Retirement Committee in good faith believes that (a) a person entitled to receive any payment under the Plan is physically or mentally incompetent to receive such payment and to give a valid release therefore, and (b) another person or an institution is then maintaining or

has custody of such person, and no guardian, committee, or other representative of the estate of such person has been duly appointed by a court of competent jurisdiction, the payment may be made, to such other person or institution referred to in (b) above, and the release of such other person or institution shall be a valid and complete discharge for the payment.

Section 12.6 Notice of Address

Each person entitled to benefits under the Plan shall file with the Retirement Committee, in writing, his/her post office address and each change of post office address. Any communication, statement, or notice addressed to such person at his/her latest post office address as filed with the Retirement Committee will be binding upon such person for all purposes of the Plan, and neither the Retirement Committee nor the Community College District shall be obliged to search for or to ascertain the whereabouts of any such person. The Retirement Committee, by certified or registered mail addressed to the last known address of record with the Community College District, shall notify any Participant or Beneficiary that he/she is entitled to a distribution under the Plan. Such notice shall quote the provisions of this Section 12.6. If the Participant or Beneficiary fails to claim his/her benefits or make his/her whereabouts known in writing to the Retirement Committee within three (3) years of the date of mailing the notice, or before termination or discontinuation of this Plan, whichever should first occur, the Retirement Committee shall treat the Participant's or Beneficiary's unclaimed benefits as forfeited.

If the Participant or Beneficiary who has incurred a forfeiture of benefits under the provisions of the first paragraph of this Section 12.6 makes a claim at any time for such forfeited benefits, the Retirement Committee shall restore the Participant's or Beneficiary's forfeited benefits to the same dollar amount as the dollar amount of the benefits forfeited, unadjusted for any gains or losses occurring subsequent to the date of forfeiture. The Retirement Committee shall make the restoration during the Plan Year in which the Participant or Beneficiary makes the claim first from the amount, if any, of the Fund's net income or gain for the Plan Year and then from the amount, or additional amount, the Community College District shall contribute to enable the Retirement Committee to make the required restoration. The Retirement Committee shall direct the Trustee to distribute the Participant's or Beneficiary's restored benefits to him/her not later than sixty (60) days after the close of the Plan Year in which the Retirement Committee restores benefits.

Section 12.7 Lump Sum Payment of Small Benefits

The Retirement Committee may, in its absolute discretion in each case, order the payment in a lump sum which is the actuarial equivalent of any benefits which are less than Fifty Dollars (\$50.00) monthly.

Section 12.8 Merger of Plan

The Plan shall not be merged or consolidated with, or its assets or liabilities transferred to, any other Plan, unless the benefit to which each Participant would be entitled if the Plan terminated immediately following such merger, consolidation or transfer is equal to or greater than the benefit to which each Participant would have been entitled if the Plan had terminated immediately prior to such merger, consolidation or transfer.

Section 12.9 Return of Mistaken Contributions

Notwithstanding any other provision in the Plan, in the event the Community College District determines that an excessive contribution was made due to a mistake of fact or law, the Community College District may demand repayment of such excess amount at any time and the Trustee shall return such amount to the Community College District within sixty (60) days after such demand.

ARTICLE XIII.

Eligibility for Participation in Public School Retirement Plan of Missouri

Section 13.1 Effect of Coverage in State Teachers Plan

Any Participant who:

- (a) Has a valid teaching certificate;
- (b) Is required to be covered by the Public School Retirement Plan of Missouri (hereinafter the “State Teachers Plan”) under Missouri law; and
- (c) Mistakenly participated in the Plan as determined by the Community College District

Shall be entitled to request that the Retirement Committee seek a refund in an amount, equal to the sum of his/her Accumulated Contributions and the interest credited on such contributions, made and accrued during the year such contributions and interest are refunded and made and accrued during the three Plan Years immediately preceding the Plan Year in which the refund occurs. The Trustee shall make such refund within sixty (60) days after the Community College District requests it. Before a refund will be sought by the Community College District on behalf of such a Participant, the Participant must agree, in writing, that any amounts refunded to the Community College District pursuant to this Section 13.1 shall be applied to purchase prior service credit for the Participant under the State Teachers Plan. No further contributions shall be made to the Plan for or on behalf of such Participant.

Section 13.2 Adjustments to Benefits

A Participant’s Accumulated Contributions shall be reduced by the amount refunded on his/her behalf pursuant to Section 13.1; however, interest shall continue to be credited to such Accumulated Contributions, as adjusted pursuant to this Section 13.2, under Section 2.7. Thereafter, a Participant shall not accrue additional Membership Service. Furthermore, a Participant’s Membership Service shall be reduced by the number of years and partial years to which the Accumulated Contributions, refunded under Section 13.1, are attributable. Such a Participant’s Credited Service shall be reduced by the same number of years his/her Membership Service is reduced; however, he/she shall continue to accrue Credited Service for service with the Community College District. Such Credited Service shall not be Membership Service or Prior Service for purposes of computing benefits under Section 6.1.

Section 13.3 Transfer of Benefits to State Teachers Plan

Any amounts returned to the Community College District by the Trustee on behalf of an individual described in Section 13.1 shall be transmitted to the State Teachers Plan and applied to purchase prior service credit on behalf of such individual. The Community College District shall have sole discretion to determine whether prior service credit shall be purchased on behalf of such individual. In no event shall any amounts be distributed to any individual.

Section 13.4 Benefit Adjustment Due to Change in Employment Status

Any Participant who becomes a Participant in the State Teachers Plan by virtue of Missouri law shall no longer participate in this Plan. No additional contributions shall be made by the College on his or her behalf to the Plan. Such Participant shall be entitled to make a one-time election to request a refund of his/her Accumulated Contribution to the Plan attributable to Participant contributions made prior to January 1, 1988. Such election must be made within thirty (30) days of termination of participation in the Plan. If the Participant makes such election, the Participant shall forfeit all Credited Service and Membership Service attributable to employment prior to January 1, 1988.

Any Accumulated Contributions remaining in the Plan after the election described in the preceding paragraph shall continue to be credited with interest in accordance with Section 2.7. Such Participant shall receive Credited Service under the Plan only for the purpose of becoming vested in the Plan. This Credited Service shall not be treated as Membership Service for purposes of computing benefits under Section 6.1.

IN WITNESS WHEREOF, The Community College District has caused this Third Amendment and Restatement to be executed on the day and year first above written.

**THE COMMUNITY COLLEGE
DISTRICT
OF ST. LOUIS - ST. LOUIS COUNTY,
MISSOURI**

By: _____
Chairperson, Board of Trustees

ATTEST:

Secretary, Board of Trustees

Academic Affairs

Recommended approval of the following resolution:

RESOLVED, that the Board of Trustees hereby approves the program recommendations all as more fully set forth in Tab G attached hereto and by this reference incorporated herein; and that, where appropriate, said programs be submitted to the Coordinating Board for Higher Education.

◆The college recommends that the Board of Trustees approve the revision of the Computer Aided Design (CAD) Certificate of Specialization program submitted by the District Curriculum Committee.

Program: Computer Aided Design
Certificate of Specialization

Effective: Spring 2020 pending BOT approval

Impact Statement

This program is being revised to address current industry needs and to remove outdated courses.

Current Program			Revised Program		
Courses		Credits	Courses		Credits
EGR 100	Engineering Drawing	3	GE 101	Technical Computer Applications	3
<i>Select one of the following:</i>		3	EGR 100	Engineering Drawing	3
GE 101	Technical Computer Applications		EGR 133	Introduction to AutoCAD I	2
GE 121	Principles of Engineering		GE 135	Blueprint Reading for Engineering Technicians	2
ESC 100	Engineering Computer Applications and Design		EGR 141	Introduction to AutoCAD II	2
CAD Sequence:			ME 230 OR	Introduction to 3-D Solid Modeling for Design	4
<i>Select at least one course in each of the following areas for a total of at least 9 credit hours:</i>		9	EGR 230	Introduction to Revit	
2-D CAD					
3-D CAD					
CAD Applications					
Technical Elective:					
Select course(s) from Engineering and Technology department (prefixes: BE, CE, EE, EGR, ESC, GE, ME, QC).		3			
2-D CAD					
EGR 104	Electronic Drafting				
EGR 133	Introduction to AutoCAD I				
EGR 141	Introduction to AutoCAD II				

EGR 258	CAD Portfolio Preparation & Review				
3-D CAD					
EGR 147	Introduction to Engineering Design				
EGR 145	Computer Solids Modeling				
ME 230	Introduction to 3-D Solid Modeling for Design				
EGR 148	Solid Modeling with Unigraphics				
EGR 256	Solid Modeling with CATIA				
CAD Applications					
ME 230	Introduction to 3-D Solid Modeling for Design				
GE 122	Engineering Design and Development				
Program total			18 credits	Program total	
				16 credits	

◆The college recommends that the Board of Trustees approve the revision of the Behavioral Health Support Associate in Applied Science program submitted by the District Curriculum Committee.

Program: Behavioral Health Support
Associate in Applied Science

Effective: Spring 2020 pending BOT approval

Impact Statement

This program is being revised to adjust the catalog description and program entry criteria.

Current Program			Revised Program		
Courses		Credits	Courses		Credits
ENG 101	College Composition I	3	ENG 101	College Composition I	3
ENG 103	Report Writing	3	ENG 103	Report Writing	3
COM 201	Interpersonal Communication	3	COM 201	Interpersonal Communication	3
MTH 108	Elementary Applied Mathematics (or higher)	3	MTH 108	Elementary Applied Mathematics (or higher)	3
PSY 200	General Psychology	3	PSY 200	General Psychology	3
PSC 101	Introduction to American Politics (or other designated Civics course)	3	PSC 101	Introduction to American Politics (or other designated Civics course)	3
IS 116	Computer Literacy	3	IS 116	Computer Literacy	3
PSY 205	Human Growth and Development	3	PSY 205	Human Growth and Development	3
PSY 208	Abnormal Psychology	3	PSY 208	Abnormal Psychology	3
SOC 211	Substance Use, Abuse, and Dependence	3	SOC 211	Substance Use, Abuse, and Dependence	3
PRD 128	Mental Health First Aid	1	PRD 128	Mental Health First Aid	1

BHS 101	Introduction to Behavioral Health Support	3		BHS 101	Introduction to Behavioral Health Support	3	
BHS 102	Legal and Ethical Issues in Behavioral Health Support	3		BHS 102	Legal and Ethical Issues in Behavioral Health Support	3	
BHS 103	Systems of Care	3		BHS 103	Systems of Care	3	
BHS 104	Clinical Encounters I: Interviewing and Assessment	3		BHS 104	Clinical Encounters I: Interviewing and Assessment	3	
BHS 105	Integrated Health	3		BHS 105	Integrated Health	3	
BHS 201	Clinical Encounters II: Crisis and Interventions	3		BHS 201	Clinical Encounters II: Crisis and Interventions	3	
BHS 203	Evidence Based Treatment	4		BHS 203	Evidence Based Treatment	4	
BHS 202	Behavioral Health Support Practicum I	4		BHS 202	Behavioral Health Support Practicum I	4	
BHS 204	Behavioral Health Support Practicum II	4		BHS 204	Behavioral Health Support Practicum II	4	
Program total			61 credits	Program total			61 credits

◆The college recommends that the Board of Trustees approve the revision of the Biomedical Electronics Technology Certificate of Proficiency program submitted by the District Curriculum Committee.

Program: Biomedical Electronics Technology
Certificate of Proficiency

Effective: Fall 2020 pending BOT approval

Impact Statement

This program is being revised to address current industry needs.

Current Program			Revised Program		
Courses		Credits	Courses		Credits
EE 130	Electric Circuits I	4	MTH 140	Intermediate Algebra (or higher excluding MTH 161 and MTH 180)	3
EE 131	Electric Circuits II	4	EE 134	Electric Circuits	6
EE 132	Electronic Devices	5	EE 132	Electronic Devices	5
BE 153	Workplace Learning: Biomedical Electronics Technology	4	BE 153	Workplace Learning: Biomedical Electronics Technology	4-6
BE 254	Biomedical Applications	5	BE 254	Biomedical Applications	5
Life Science Requirement			IT 101	Cisco Networking Academy I: Introduction to Networks	5
Select at least one of the following (Human Biology is preferred):		3-4			
BIO 109	Human Biology				
BIO 111	Introductory Biology I				
BIO 207	Anatomy and Physiology I				
Program total			Program total		
25-26 credits			28-30 credits		

HUMAN RESOURCES AGENDA SUMMARY

APPOINTMENTS / FULL-TIME ADMINISTRATIVE/PROFESSIONAL STAFF	2
APPOINTMENTS / CLASSIFIED STAFF	5
REQUEST FOR ADDITIONAL COMPENSATION / PROFESSIONAL	2
REQUEST FOR ADDITIONAL COMPENSATION / CLASSIFIED	1
REQUEST FOR UNPAID LEAVE OF ABSENCE	2
IT APPOINTMENTS	2
RETIREMENTS / CLASSIFIED STAFF	3
RESIGNATIONS/ADMINISTRATIVE/PROFESSIONAL STAFF	3
REVISIONS TO PREVIOUSLY APPROVED ITEMS	1

Recommended approval of the following resolution:

RESOLVED, that the Board hereby ratifies and/or approves personnel actions for certificated, physical plant and classified staff in accordance with established policies of the District, all as more fully set forth in Tab H.

FURTHER RESOLVED, that, where appropriate, the Chancellor of the District or his designee is hereby authorized and directed to execute for and on behalf of the District, the appropriate contract or amendment to contract for the affected personnel.

APPOINTMENTS / FULL-TIME ADMINISTRATIVE/PROFESSIONAL STAFF

NAME	CURRENT/NEW EMPLOYEE	LOC	TITLE	RANGE	PAY RATE	COMMENTS	EFFECTIVE EDATE
Wheeler, Melissa	New Employee	MC	Assessment Specialist	PU-7	\$37,658/YR	Replacement	10/28/2019
Davis, Christine	New Employee	FP	Vice Chancellor-Student Affairs	A-28	\$165,000/YR	Replacement	01/06/2020

APPOINTMENTS / CLASSIFIED STAFF

NAME	CURRENT/NEW EMPLOYEE	LOC	TITLE	RANGE	PAY RATE	COMMENTS	EFFECTIVE DATE
Soejima, Yukiyo	New Employee	FV	Student Activities Assistant I	CU-3	\$14.25/HR	Replacement	10/30/2019
Tornetto, Mark	Current Employee	FV	Lead Stationary Engineer	OE-11	\$36.04/HR	Position Change	10/25/2019
Foxx, Mark	Current Employee	MC	Lead Stationary Engineer	OE-11	\$36.04/HR	Position Change	10/25/2019
Shaw, Joseph	Current Employee	MC	Lead Housekeeper	OE-2	\$18.38/HR	Position Change	10/25/2019
Braun, Stephen	Current Employee	MC	Physics Technician	CU-6	\$18.62/HR	Replacement	10/28/2019

ADDITIONAL COMPENSATION / PROFESSIONAL STAFF

NAME	LOC	TITLE	BASE RATE	PAY RATE	EFFECTIVE DATE
Wottrich, Ellen	WW	Coordinator, Dual Credit/Enrollment Partnerships	\$51,000	\$56,100*	08/19/2019-Until filled
Malone, Erika	FV	Admissions Coordinator	\$51,148	\$56,268.80*	09/16/2019-10/11/2019

*Reflects a 10% increase

ADDITIONAL COMPENSATION / PROFESSIONAL STAFF

NAME	LOC	TITLE	BASE RATE	PAY RATE	EFFECTIVE DATE
Crabson, Shannon	MC	Secretary	\$33,028	\$37,087*	8/19/2019-11/19/2019

*Reflects a 12.29% increase

REQUESTS FOR UNPAID LEAVE OF ABSENCE / ADMINISTRATIVE STAFF

NAME	LOC	TITLE	COMMENTS	EFFECTIVE DATE
Houghton, Jill	CO	Controller	Medical Leave	10/01/2019-12/31/2019

REQUESTS FOR UNPAID LEAVE OF ABSENCE / CLASSIFIED STAFF

NAME	LOC	TITLE	COMMENTS	EFFECTIVE DATE
Diecker, Kimberly	MC	Administrative Secretary II	Medical Leave	09/2/2019-11/01/2019

IT APPOINTMENTS

NAME	LOCATION	TITLE	RANGE	PAY RATE	EFFECTIVE DATE
Barger, David	CO	End User Technology Specialist	CU-9	\$21.95/HR	09/30/2019
Kreitler, Cassondra	MC	End User Technology Specialist	CU-9	\$21.95/HR	09/30/2019

RETIREMENTS / CLASSIFIED STAFF

NAME	LOCATION	TITLE	EFFECTIVE DATE
Bedrosian, Melissa	MC	College Police Officer	09/13/2019
Gardner, Robert	FP	General Maintenance Mechanic	09/30/2019
Dillard, Michael	FP	Groundskeeper	09/30/2019

RESIGNATIONS/ADMINISTRATIVE/PROFESSIONAL STAFF

NAME	LOCATION	TITLE	RESIGNATION DATE	EFFECTIVE DATE
Garner, Wendi	FP	Project Associate II	09/16/2019	09/30/2019
Saitz, Jennifer	FV	Child & Family Development Specialist	09/11/2019	09/27/2019
Smith, Andrew	MC	Project Associate II/Trio Advisor	08/29/2019	09/13/2019

REVISIONS TO PREVIOUSLY – APPROVED ITEMS

Board of Trustees approval of Jessica Fox on September 26, 2019, page 1:
revised salary from \$32,386 to \$35,137.

RESOLUTION

Recommended Board approval of the following Resolution:

RESOLVED, that the Board of Trustees hereby accepts the bids and/or ratifies the contracts set forth in Tab I attached hereto and by this reference incorporated herein, to the lowest responsible bidder for the amounts indicated thereon and all in accordance with District specifications specified in the contract numbers indicated; said funds to be paid from the funds set forth in each item of Tab I; and

FURTHER RESOLVED, that the appropriate officer of the Board or the District be and hereby is authorized and directed to execute an appropriate contract in each instance.

<u>Request #</u>	<u>Description</u>	<u>Successful Bidder</u>	<u>Amount</u>
B0003572	Mail Presort - Additional Funding Change Order	St. Louis Presort	\$ 25,000.00
B0003607	Promotional Products - Additional Funding Change Order	AD Creations, ID Plus Marketing Solutions, Halo Branded Solutions, Franklin Graphics, et. al.	\$ 500,000.00
Q043003	Microcomputer Equipment – Additional Funding Change Order	Dell Marketing LP	\$1,300,000.00
B0003881	Purchase of Public Safety Vehicles	Dave Mungenast Motorsports	\$ 68,592.00
B0003883	Sole Source Purchase	PrismRBS	\$ 161,391.50
C0141003	MRO - Additional Funding Change Order	Grainger	\$ 25,000.00
B0003889	Sole Source Purchase of Software Licensing, Support and Maintenance	Micro Focus	\$ 46,382.00

Agenda Item Details

Meeting	October 24, 2019 – STLCC Board of Trustees Regular Meeting
Category	16.5 Finance
Subject	Additional Funding Change Order – B0003572 – St. Louis Presort
Type	Consent Agenda
Recommended Action	The Board of Trustees adopt the resolution approving the additional funding

Initiator: Justin Rudick

Background:

This contract B0003572 is used for District – Wide daily pick up and processing of metered mail and delivery to U.S. Post Office at reduced Postal Service rates. This service also provides back-up metering service when the College’s meters are inoperable. The initial award was approved by the Board of Trustees on February 27, 2017, for one year, with options to renew for a second and third year at an estimated award amount of \$25,000.00.

All renewal options have been exercised; the current award balance is \$4,971.00. Additional funds are required to pay for services during the remaining contract term which expires on February 28, 2020; therefore, Board of Trustee approval is requested for an increase to the award amount estimated at \$15,000.00.

Responses:

Vendor	Location	Base Amount
St. Louis Presort, Advance Mailing	St. Louis, MO	\$25,000.00
Eazy Business Mailers, Inc. (<i>Out of Business</i>)	St. Louis, MO	\$17,400.00

The following companies/organizations also received the solicitation:

Advance Mailing, St. Louis, MO

Newspaper advertisements were placed in the St. Louis American and St. Louis Post Dispatch.

Agenda Item Details

Meeting	October 24, 2019 – STLCC Board of Trustees Regular Meeting
Category	16.5 Finance
Subject	Additional Funding Change Order – B0003607 – Promotional Products
Type	Consent Agenda
Recommended Action	The Board of Trustees adopt the resolution approving the additional funding

Initiator: District Wide – Student Activities, Enrollment Services, Community Relations

Background:

This contract B0003607 is used District – Wide with the primary users being Community Relations, Student Activities and Enrollment Services, to make purchases for brand marketing and promotional merchandise ranging from stickers and pencils to apparel and awards. The contract was awarded to (13) thirteen vendors and was approved by the Board of Trustees on February 27, 2017, for a period of three (3) full years, which began March 1, 2017, for an estimated award amount of \$300,000.00.

The contract is scheduled to expire on February 28, 2020; however, we would like to continue use of this contract, the current contract balance is \$24,291.92, therefore, Board of Trustee approval is requested for an increase to the contract amount estimated at \$125,000.00.

Responses:

Firm	Location	Base Amount
AD Creations	St. Louis, MO	\$ 9,197.96
ID Plus Marketing Solutions	Merrillville, IN	\$ 9,725.55
Halo Branded Solutions	St. Louis, MO	\$10,559.98
Franklin Graphics	St. Louis, MO	\$12,871.96
Trinity Marketing Now	Waterloo, IL	\$11,820.26
M.M.R., Inc.	St. Peters, MO	\$11,766.66
Blue Sky Market Group	Northbrook, IL	\$11,234.50
AMC Promotional Products	Orlando, FL	\$14,769.26
World of Promotions	Evanston, IL	\$12,452.60
Casual Tees	Ellisville, MO	\$15,356.11
Office Essentials	St. Louis, MO	\$18,653.38
Arch Engraving (Engraving Services)	Fenton, MO	\$ 6,898.67

The following companies/organizations also received the solicitation:

Route 66 Fenton, MO
Office Depot Boca Raton, FL

Newspaper advertisements were placed in the St. Louis American and St. Louis Post Dispatch.

Agenda Item Details

Meeting	October 24, 2019 – STLCC Board of Trustees Regular Meeting
Category	16.5 Finance
Subject	Additional Funding Change Order – Q043003 – Microcomputer Equipment
Type	Consent Agenda
Recommended Action	The Board of Trustees adopt the resolution approving the additional funding

Initiator: Michael Hudspeth

Background:

This Cooperative Contract - Q043003 is used District – Wide for the purchase of microcomputer equipment, printers, file servers and related equipment. Dell equipment is one of the college’s standards for computer equipment. Information Technology (IT) has developed standards for the college’s desktop and laptop computers to maintain consistency which allows them to better support the college’s technology requirements. The cooperative contract was approved for use by the Board of Trustees on January 17, 2019 for a period of one (1) year, for an estimated award amount of \$1,500,000.00.

The current contract balance is \$237,716.99, however IT anticipates additional expenditures of \$1,300,000.00; therefore, Board of Trustee approval is requested for an increase to the contract amount estimated at \$1,300,000.00.

Responses:

This contract was competitively bid by the University of Missouri System’s Procurement Department and thereafter awarded on a cooperative basis.

Agenda Item Details

Meeting October 24, 2019 – STLCC Board of Trustees Regular Meeting
Category 16.5 Finance
Subject Bid Award – B0003881 – Purchase of Public Safety Vehicles
Type Consent Agenda
Recommended Action The Board of Trustees adopt the resolution approving the lowest acceptable and/or most responsive bid meeting STLCC’s requirements.

Initiator: Alfred Adkins

Background:

This purchase is for public safety vehicles is for use at the four (4) campuses for routine patrol operations. These all electric vehicles will allow campus police to operate more efficiently and economically. These vehicles have zero emissions and much lower operating costs than gas powered cars and trucks.

Board approval is requested to award the purchase of four (4) GEM vehicles from Dave Mungenast MotorSports, in an amount estimated at \$68,592.00.

<u>Amount</u>	<u>Description</u>	<u>Vendor</u>	<u>Location</u>	<u>Fund Source</u>
\$68,592.00	GEM Vehicle	Dave Mungenast Motorsports	FP, FV, MC, WW	General

Responses:

Vendors	Location	Base Amount
Stahlman Powersports	Rolla, MO	\$71,000.00
M&M GC	Lee Summit, MO	\$71,240.00

Newspaper advertisements were placed in the St. Louis American and St. Louis Post Dispatch.

Agenda Item Details

Meeting October 24, 2019 – STLCC Board of Trustees Regular Meeting
Category 16.5 Finance
Subject B0003883 - Sole Source Purchase of Upgrade to (POS) Point of Sale System – PrismRBS
Type Consent Agenda
Recommended Action The Board of Trustees adopt the resolution approving the sole source award.

Initiator: Justin Rudick

Background:

The college’s bookstores use the WinPrism POS system, which was approved by the Board of Trustees at the April 26, 2016 meeting. The purchase of this system was necessary to bring the college into compliance with PCI (Payment Card Industry) standards.

The initial award was made to Nebraska Book Company; however, Nebraska Book Company and RATEX Business Solutions have since merged their respective technology businesses into PrismRBS. PrismRBS is the developer and sole provider of the WinPrism POS system, precluding a competitive bid; therefore Board of Trustee approval is requested to award an upgrade to the WinPrism POS system on a sole source basis to PrismRBS, in an amount estimated at \$103,993.50 with annual maintenance costs estimated at \$57,398.00.

<u>Amount</u>	<u>Description</u>	<u>Vendor</u>	<u>Location</u>	<u>Fund Source</u>
\$161,391.50	Upgrade to POS	PrismRBS	Lincoln, NE	Auxiliary

Agenda Item Details

Meeting	October 24, 2019 – STLCC Board of Trustees Regular Meeting
Category	16.5 Finance
Subject	Additional Funding Change Order – C0141003 – Grainger
Type	Consent Agenda
Recommended Action	The Board of Trustees adopt the resolution approving the additional funding

Initiator: District Wide – Physical Facilities

Background:

This contract C0141003 is used for District – Wide purchases of maintenance, repair and operations (MRO) supplies and equipment to maintain the College’s facilities. Usage of this contract supplements the current hardware contract and broadens our access to a wide range of industrial supplies. The initial award was approved by the Board of Trustees on April 28, 2016, for a period of three (3) years and eight (8) months, in an amount estimated at \$180,000.00, which began May 1, 2016.

The current award balance is \$48.41. Additional funds are needed to purchase supplies and equipment to maintain the College’s facilities during the remaining contract term which expires on December 31, 2019; therefore, Board of Trustee approval is requested for an increase to the award amount estimated at \$25,000.00.

Agenda Item Details

Meeting October 24, 2019 – STLCC Board of Trustees Regular Meeting
Category 16.5 Finance
Subject B0003889 - Sole Source Purchase of Micro Focus License,
Support and Maintenance
Type Consent Agenda
Recommended Action The Board of Trustees adopt the resolution ratifying the sole
source award.

Initiator: Keith Hacke

Background:

Micro Focus is the Banner COBOL compiler and has been utilized by the college since 2011. During disaster recovery this software was placed on additional servers and now requires a true-up of the licenses. Micro Focus is the sole developer of this software precluding competitive bid.

Board of Trustee ratification is requested for the purchase license, support and maintenance for Micro Focus, in an amount estimated at \$46,382.00 for the period of two (2) years which began April 3, 2018.

<u>Amount</u>	<u>Description</u>	<u>Vendor</u>	<u>Location</u>	<u>Fund Source</u>
\$46,382.00	Upgrade to POS	Micro Focus	Santa Clara, CA	General

RESOLUTION

Recommended Board approval of the following Resolution:

RESOLVED, that the Board of Trustees hereby accepts the bids and/or ratifies the contracts set forth in Tab I attached hereto and by this reference incorporated herein, to the lowest responsible bidder for the amounts indicated thereon and all in accordance with District specifications specified in the contract numbers indicated; said funds to be paid from the funds set forth in each item of Tab I; and

FURTHER RESOLVED, that the appropriate officer of the Board or the District be and hereby is authorized and directed to execute an appropriate contract in each instance.

<u>Request #</u>	<u>Description</u>	<u>Recommended Firm</u>	<u>Amount</u>
F20 404	New Flooring in Theater, Student Center, and Tower Bridges (FP)	Stephens Floor Covering	\$24,195.00
F20 602	Flooring Replacement in Continuing Ed Building (M)	Stephens Floor Covering	\$ 20,995.00
A19-0304 CHR #04	Design of New Mother's Room (WW)	Christner	\$ 6,500.00
A19-0315 OCU #02	Design of Classroom Space Lower Level Library	Oculus	\$ 36,939.00

Agenda Item Details

Meeting October 24, 2019 – STLCC Board of Trustees Regular Meeting
Category 16.5 Finance
Subject Bid Award – F 20 404 – New Flooring in Theater, Student Center, and Tower Bridges at Forest Park – Stephens Floor Covering
Type Consent Agenda

Recommended Action The Board of Trustees adopt the resolution ratifying the bid award.

Initiator: Julie Fickas

Background:

The existing flooring in the bridges connecting D and E Tower, and the entry vestibules of the Student Center and Theater buildings is worn and in need of replacement. This contract will provide new vinyl composition tile for the bridges, and new walk off mats with imbedded College logo in D Tower, Theater and Student Center entry areas.

Request for Bid was issued on September 24, 2019, to replace flooring in the Student Center, Theater, and Tower connecting bridges at Forest Park and six (6) contractors were contacted to provide proposals, in addition to plan room organizations. This project was approved by the Board at its September 26, 2019 meeting, with the final bid award subject to Board ratification. Stephens Floor Covering was deemed to be the lowest and best responsive submittal meeting all requirements of the specification. Therefore, Board ratification is requested for the award of a contract for the work to ***Stephens Floor Covering*** in the amount of **\$24,195.00**.

Plans and specifications were created by the Engineering and Design department.

<u>Amount</u>	<u>Description</u>	<u>Contractor</u>	<u>Location</u>	<u>Fund Source</u>
\$24,195.00	New Flooring in Theater, at Student Center, Tower Bridges	Stephens Floor Covering	FP	Operating/ Capital

The following companies/ organizations also received the solicitation:

- Carr Flooring (MBE), St. Louis, MO
- Richardet Flooring, Perryville, MO
- Country Side Flooring America, O’Fallon, MO
- CI Select, St. Louis, MO
- Tony Prince Carpet Company, St. Louis, MO

- E-Plan, Columbia, MO
- MOKAN Construction Contractor Assistance Center, St. Louis, MO
- The Builder’s Association, Jefferson City, MO
- Mid-States Minority Supplier Development Council, St. Louis, MO

Newspaper advertisements were placed in the St. Louis Countian, St. Louis Daily Record, and the St. Louis American.

Agenda Item Details

Meeting October 24, 2019 – STLCC Board of Trustees Regular Meeting
 Category 16.5 Finance
 Subject Bid Award – F 20 602 – Flooring Replacement in Continuing Education Building at Meramec – Stephens Floor Covering
 Type Consent Agenda

Recommended Action The Board of Trustees adopt the resolution ratifying the bid award.

Initiator: Dennis Dill

Background:

The existing flooring in the first and second floors of the Continuing Education building at Meramec, which houses Continuing Education and Marketing and Communications staff, is worn and in need of replacement. This contract will provide carpet in the offices and public areas, and new vinyl composition tile for the kitchenette and other service areas.

Request for Bid was issued on August 23, 2019, to replace flooring in the Continuing Education building at Meramec and six (6) contractors were contacted to provide proposals, in addition to plan room organizations. This project was approved by the Board at its September 26, 2019 meeting, with the final bid award subject to Board ratification. Stephens Floor Covering was deemed to be the lowest and best responsive submittal meeting all requirements of the specification. Therefore, Board ratification is requested for the award of a contract for the work to ***Stephens Floor Covering*** in the amount of **\$20,995.00**.

Plans and specifications were created by the Engineering and Design department.

<u>Amount</u>	<u>Description</u>	<u>Contractor</u>	<u>Location</u>	<u>Fund Source</u>
\$20,995.00	Flooring Replacement in Continuing Education Building	Stephens Floor Covering	M	Operating/ Capital

The following companies/ organizations also received the solicitation:

- Carr Flooring (MBE), St. Louis, MO
 - Richardet Flooring, Perryville, MO
 - Country Side Flooring America, O’Fallon, MO
 - CI Select, St. Louis, MO
 - Tony Prince Carpet Company, St. Louis, MO
 - E-Plan, Columbia, MO
 - MOKAN Construction Contractor Assistance Center, St. Louis, MO
 - The Builder’s Association, Jefferson City, MO
 - Mid-States Minority Supplier Development Council, St. Louis, MO
- Newspaper advertisements were placed in the St. Louis Countian, St. Louis Daily Record, and the St. Louis American.

Agenda Item Details

Meeting October 24, 2019 – STLCC Board of Trustees Regular Meeting

Category 16.5 Finance

Subject Consulting Agreement ratification – A19-0304 CHR #04 – Design of New Mother’s Room at Wildwood – Christner, Inc.

Type Consent Agenda

Recommended Action The Board of Trustees adopt the resolution ratifying the issuance of the consulting agreement.

Initiator: Carol Lupardus

Background:

The campus president requested design services to renovate a portion of the staff lounge to create a private area for nursing mothers.

College Board Policy I.8 – Selection of Architectural and Engineering (A/E) Services for Physical Facilities Projects requires that architectural and engineering consultants be selected on the basis of demonstrated competence and qualifications for the type of professional services required, and at fair and reasonable prices. This policy further requires Board ratification of consulting agreements less than \$50,000.

Christner was chosen from the College’s open end consultant list due to their availability and familiarity with the campus, as they are the design team for the Mo-Excels Nursing Program Expansion, which includes the Wildwood campus. Therefore, Board ratification is requested for the award of an agreement for the consulting agreement to **Christner** in the amount of **\$6,500.00**

<u>Amount</u>	<u>Description</u>	<u>Contractor</u>	<u>Location</u>	<u>Fund Source</u>
\$6,500.00	Design of Nursing Renovations	Christner	M	Grant/ Capital/ Operating

Responses:

Consultant	Location	Base Amount
Christner	St. Louis, MO	\$6,500.00

The following companies/organizations also received the solicitation:

None

Agenda Item Details

Meeting October 24, 2019 – STLCC Board of Trustees Regular Meeting
Category 16.5 Finance
Subject Consulting Agreement ratification – A19-0315 OCU #02 – Design of Classroom Space
Library Lower Level– Oculus

Type Consent Agenda

Recommended Action The Board of Trustees adopt the resolution ratifying the issuance of the
consulting agreement.

Initiator: Julie Fickas

Background:

The L-024 area located in the lower level of the library at Forest Park will be renovated to create three classrooms and space for the College Bound program. Oculus will perform limited programming services, and produce construction documents to perform the renovation.

College Board Policy I.8 – Selection of Architectural and Engineering (A/E) Services for Physical Facilities Projects requires that architectural and engineering consultants be selected on the basis of demonstrated competence and qualifications for the type of professional services required, and at fair and reasonable prices. This policy further requires Board ratification of consulting agreements less than \$50,000.

Oculus was chosen from the College’s open end consultant list due to their experience, availability, and familiarity with this academic area on the campus. Therefore, Board ratification is requested for the award of an agreement for the design to **Oculus** in the amount of **\$36,939.00**

<u>Amount</u>	<u>Description</u>	<u>Contractor</u>	<u>Location</u>	<u>Fund Source</u>
\$36,939.00	Design of Classroom Space in Library Lower Level	Oculus	FP	Operating/ Capital

Responses:

<u>Consultant</u>	<u>Location</u>	<u>Base Amount</u>
Oculus	St. Louis, MO	\$36,939.00

The following companies/organizations also received the solicitation:

None

No Items this Month
Financial Reports will appear on a
Quarterly Basis,
in November, February, May and
August

Contracts and Agreements

Recommended Board approval of the following Resolution regarding the acceptance or renewal of various contracts, agreements and resolutions between the District and various agencies, corporations and individuals located throughout the District:

RESOLVED, that the contracts, agreements and resolutions set forth in Tab K attached hereto and by this reference incorporated herein, are adopted and approved; and

FURTHER RESOLVED, that the appropriate Officer of the Board or the District be and hereby is authorized and directed to execute an appropriate contract in each instance.

Agreement Between Sam Bush and St. Louis Community College

Board approval is requested for an agreement between **Sam Bush** and **St. Louis Community College** for a Guest Artist Residency performance and workshops at STLCC-Meramec on October 8, 2019 at a cost of **\$7,500 to include honorarium and all expenses.**

Agreement Between LDR AdmServices, LLC and St. Louis Community College

Board approval is requested for an agreement with **LDR AdmServices, LLC** to provide consulting services for the Human Resources department to collect data and performance results for the department, review processes and procedures, and provide recommendations for improvements at an estimated cost of **approximately \$18,000 plus expenses.**

Agreement Between HR TailorMade and St. Louis Community College

Board approval is requested for an agreement with **HR TailorMade** to provide consulting services to conduct a compensation study on College salary and market salary comparison to ensure equity and competitiveness for both recruiting and retention purposes; audit salary placement processes within the Human Resources (HR) department; provide talent sourcing/recruiting; and to provide consultative services to support the HR department for five months for **\$30,750.**

Academic Affairs

Contracts and Agreements

Clinical Agreements

The college recommends that the following clinical agreements be ratified and/or approved by the Board of Trustees to provide clinical experiences for students enrolled in these programs.

Participant	Program	Effective Date
Frensenius Medical Care	Dietetic Technology	09/06/19
CareStl Health	Community Health Worker	09/09/19
Our Lady's Inn	Behavioral Health Support	09/09/19
Barnes Jewish Hospital	Patient Care Technician	08/26/19
Embrace Our World Orthodontics	Dental Assisting	09/23/19
Delmar Gardens at Meramec Valley	Occupational Therapy Assistant	09/25/19

Memorandum of Understanding between St. Louis Community College and Ferguson/Florissant School District

The college recommends that the Board of Trustees approve a Memorandum of Understanding between St. Louis Community College (STLCC) and Ferguson/Florissant School District to offer dual credit and dual enrollment opportunities for high school students.

Memorandum of Understanding between St. Louis Community College and Riverview Gardens School District

The college recommends that the Board of Trustees approve a Memorandum of Understanding between St. Louis Community College (STLCC) and Riverview Gardens School District to offer dual credit and dual enrollment opportunities for high school students.

Workforce Solutions Group

Recommended Board approval of the following Resolution regarding the ratification of direct pay agreements and the acceptance or renewal of various contracts, agreements and resolutions between the District and various agencies, corporations and individuals located throughout the District:

RESOLVED, that the contracts, agreements and resolutions set forth in **Tab L** attached hereto and by this reference incorporated herein, are adopted and approved; and

FURTHER RESOLVED, that the appropriate Officer of the Board or the District be and hereby is authorized and directed to execute an appropriate contract in each instance.

Ratification of Direct Pay Agreements

<u>Funding Source</u>	<u>Title of Program and/or Purpose</u>	<u>Campus</u>	<u>Date</u>	<u>Amount</u>
Metropolitan St. Louis Sewer District	CDL-A training cohorts for up to six (6) students. Manager: Hart Nelson	Workforce Solutions Group	July 1, 2019 through June 30, 2020	\$12,344
Refresco North America	Leadership development training courses. Manager: Hart Nelson	Workforce Solutions Group	August 29, 2019 through June 30, 2020	\$2,900

Contracts and/or Agreements:

Agreement between St. Louis Community College and Roeslein and Associates

It is recommended that the Board of Trustees ratify a Customized Training agreement between St. Louis Community College Workforce Solutions Group and Roeslein and Associates for the 2019-2020 fiscal year.

Agreement between St. Louis Community College and Alpha Packaging

It is recommended that the Board of Trustees approve the funded amount of \$46,000 for the 2019-2020 fiscal year for a Customized Training agreement between St. Louis Community College Workforce Solutions Group and Alpha Packaging.

Workforce Solutions Group

Agreement between St. Louis Community College and Automation Service

It is recommended that the Board of Trustees approve the funded amount of \$17,250 for the 2019-2020 fiscal year for a Customized Training agreement between St. Louis Community College Workforce Solutions Group and Automation Service.

Agreement between St. Louis Community College and Commercial Electronics, Inc.

It is recommended that the Board of Trustees approve the funded amount of \$17,250 for the 2019-2020 fiscal year for a Customized Training agreement between St. Louis Community College Workforce Solutions Group and Commercial Electronics, Inc.

Agreement between St. Louis Community College and Deutsche Precision, LLC

It is recommended that the Board of Trustees approve the funded amount of \$40,250 for the 2019-2020 fiscal year for a Customized Training agreement between St. Louis Community College Workforce Solutions Group and Deutsche Precision, LLC.

Agreement between St. Louis Community College and Engineered Lubricants

It is recommended that the Board of Trustees approve the funded amount of \$17,250 for the 2019-2020 fiscal year for a Customized Training agreement between St. Louis Community College Workforce Solutions Group and Engineered Lubricants.

Agreement between St. Louis Community College and Essex Industries, Inc.

It is recommended that the Board of Trustees approve the funded amount of \$34,500 for the 2019-2020 fiscal year for a Customized Training agreement between St. Louis Community College Workforce Solutions Group and Essex Industries, Inc.

Agreement between St. Louis Community College and Hussmann Corporation

It is recommended that the Board of Trustees approve the funded amount of \$51,750 for the 2019-2020 fiscal year for a Customized Training agreement between St. Louis Community College Workforce Solutions Group and Hussmann Corporation.

Agreement between St. Louis Community College and Huvepharma, Inc.

It is recommended that the Board of Trustees approve the funded amount of \$28,750 for the 2019-2020 fiscal year for a Customized Training agreement between St. Louis Community College Workforce Solutions Group and Huvepharma, Inc.

Agreement between St. Louis Community College and Kemco Aerospace Manufacturing

It is recommended that the Board of Trustees approve the funded amount of \$34,500 for the 2019-2020 fiscal year for a Customized Training agreement between St. Louis Community College Workforce Solutions Group and Kemco Aerospace Manufacturing.

Agreement between St. Louis Community College and Nova Marketing Services

It is recommended that the Board of Trustees approve the funded amount of \$34,500 for the 2019-2020 fiscal year for a Customized Training agreement between St. Louis Community College Workforce Solutions Group and Nova Marketing Services.

Agreement between St. Louis Community College and Presence From Innovation, LLC

It is recommended that the Board of Trustees approve the funded amount of \$23,000 for the 2019-2020 fiscal year for a Customized Training agreement between St. Louis Community College Workforce Solutions Group and Presence From Innovation, LLC.

Workforce Solutions Group

Agreement between St. Louis Community College and Procter & Gamble Manufacturing Company

It is recommended that the Board of Trustees approve the funded amount of \$86,250 for the 2019-2020 fiscal year for a Customized Training agreement between St. Louis Community College Workforce Solutions Group and Procter & Gamble Manufacturing Company.

Agreement between St. Louis Community College and Refresco North America

It is recommended that the Board of Trustees approve the funded amount of \$40,250 for the 2019-2020 fiscal year for a Customized Training agreement between St. Louis Community College Workforce Solutions Group and Refresco North America.

Agreement between St. Louis Community College and The Gund Company

It is recommended that the Board of Trustees approve the funded amount of \$34,500 for the 2019-2020 fiscal year for a Customized Training agreement between St. Louis Community College Workforce Solutions Group and The Gund Company.

Institutional Development

Acceptance of External Funds

<u>AGENCY</u>	<u>AMOUNT</u>	<u>PURPOSE</u>	<u>FUND</u>
Midwest Institute for International Intercultural Education	\$ 10,000	Funds support curriculum development and co-curricular activities focused on global studies through the International Colloquium Experiences project. The project will be led by a diverse interdisciplinary team of seven faculty and one administrator and will focus on Africa, India and the Middle East, and Southeast and East Asia. Project Period: 9/1/2019-8/31/2023 Contact: Debra Harper-LeBlanc	Restricted
Missouri Department of Conservation	\$ 10,000	Tree Resource Improvement and Maintenance grant to assist with removal of fourteen invasive and/or damaged trees and support the replanting of noninvasive and young trees on the Meramec Campus. Project Period: 10/1/2019-5/1/2020 Project Director: Carrie Coyne	Restricted

Recommended approval the following Resolution regarding the acceptance of grants, contracts and equipment donations:

RESOLVED, that the Board of Trustees does hereby accept the grants, contracts, gifts and equipment donations for the College, all as more fully set forth in **Tab M**; and

FURTHER RESOLVED, that the Chancellor be and hereby is authorized and directed to express appreciation, where appropriate, for and on behalf of the District; and

FURTHER RESOLVED, that with respect to federal grants for work-study programs, the Agency involved will be billed for matching funds and for Social Security; and

FURTHER RESOLVED, that the appropriate Officer of the Board or District be and hereby is authorized and directed to execute contracts with said agencies in each instance.