

**MINUTES OF REGULAR MEETING  
BOARD OF TRUSTEES  
ST. LOUIS COMMUNITY COLLEGE  
THURSDAY, APRIL 23, 2020**

The Regular Meeting of the Board of Trustees of St. Louis Community College was held on Thursday, April 23, 2020, via video conference, 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 6:08 p.m. The following members of the Board of Trustees were present: Dr. Kevin M. Martin, Chair; Ms. Pam Ross (joined at 6:12pm), Vice Chair; Dr. Craig Larson, Trustee; Dr. Doris Graham, Trustee (joined at 6:10pm); Ms. Anne Marshall, Trustee and Mr. Rodney Gee, Trustee. Trustee Libby Fitzgerald 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.

3. Citizens Desiring to Address the Board Regarding Agenda Items

Members of the public were asked to submit questions and comments to Jessica Grove, Board Secretary through email by 3pm on April 23pm. The following comments were read into the record by Dr. Martin:

My name is Colleen Phillips and I have been at STLCC since August 2016 as the Coordinator of Alumni Relations and Annual Fund.

I am writing to you this evening to urge you to keep the implementation date for Board Policy C, (C.21.11) the Parental Leave Policy of June 1<sup>st</sup>.

The Parental Leave Policy is very significant to all working and soon to be working parents in the year 2020. When I heard the Board of Trustees was reviewing a policy for paid leave, this brought great joy to our family, as I am expecting our third baby in just a few months from now.

When taking a long leave, it's important to note that this is not just hard on a department, but also the employee. Under our current leave policy, when an employee takes an extended leave to care for their new child, they must use all of their paid time off during this leave. This results in the employee returning to the office with little to no leave time

accumulated, which may hinder their ability to take time off for additional personal medical appointments.

The current policy forces parents to make the difficult decision in choosing between spending time with their newborn and their livelihood. A delay of even three months will have a negative impact on expectant families.

This new Parental Leave Policy would bring great relief to so many families who are committed to the mission of STLCC. I feel this policy is long overdue and would be great morale to the STLCC community during these hard times.

Thank you for taking my request to keep the start date of the Board Policy C, (C.21.11) the Parental Leave Policy of July 1<sup>st</sup> into consideration.

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I am writing to add my voice to others being lifted up at this time regarding the implementation date for Board Policy C, the Parental Leave Policy, July 1<sup>st</sup> to be passed at this time. I have seen a number of my female colleagues worry about this issue for years and I wanted to voice my opinion in hopes that it will be addressed. It is especially important in our current time of the world health crisis, looking at the toll on personal health, both physical and mental, the added stress and worry causes to people. I had my own children many years ago and so this does not affect me personally. However, in today's current environment, this surely would go a long way to promote healthy respect for women in our workplace.

I appreciate your consideration of this request to keep the start date of the Board Policy C, the Parental Leave Policy for June 1<sup>st</sup>.

With Sincere Appreciation,  
Stephanie Church

4. Adoption of Agenda/Revisions to Agenda  
Ms. Marshall moved and Mr. Gee seconded to adopt the agenda/revisions to the agenda. The Board unanimously adopted the agenda.
5. Recommended Approval of the February 20, 2020 Regular Meeting Minutes  
On motion by Dr. Graham and seconded by Dr. Larson, the Board unanimously approved the February 20, 2020 Regular Meeting Minutes.
6. Recommended Approval of the March 2, 2020 Special Meeting Minutes  
On motion by Ms. Marshall and seconded by Dr. Larson, the Board unanimously approved the March 2, 2020 Special Meeting Minutes
7. Recommended Approval of the March 23, 2020 Special Meeting Minutes  
On motion by Dr. Graham and seconded by Ms. Marshall, the Board unanimously approved the March 23, 2020 Special Meeting Minutes

8. Information Items

- COVID-19 Update – Dr. Jeff L. Pittman, Chancellor, provided an update on the College’s response to COVID-19.

9. Recommended Approval of Resolutions Re: May 14, 2020 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 (with Trustees Fitzgerald being absent), approved the resolution in Agenda Item #9, to schedule executive sessions of the Board on May 14, 2020 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 Approval of the Non-Certificated Employees Retirement Plan

On motion by Mr. Gee and seconded by Ms. Marshall, the Board unanimously approved the Non-Certificated Employees Retirement Plan.

11. Recommended Approval of Changing the Effective Date for Board Policy C to October 1, 2020

On motion by Dr. Larson and seconded by Ms. Marshall, the Board unanimously approved changing the effective date for Board Policy C to October 1, 2020 except Section C.21.11, the Parental Leave Policy. The effective date of Section C.21.11 will remain June 1, 2020.

12. Recommended Approval of Changing the Effective Date for Board Policies D, E, and F to December 1, 2020

On motion by Dr. Graham and seconded by Mr. Gee, the Board unanimously approved changing the effective date for Board Policies D, E, and F to December 1, 2020.

13. Board Committee Report

Ms. Ross provided the Child Care Committee report. The College will set up a meeting with Dean Mary McKay, Washington University Brown School to explore opportunities.

14. Approval of Consent Agenda Items

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

14.1 Consent Item Motion and Vote

On motion by Ms. Ross and seconded by Dr. Larson, the Board unanimously approved the consent agenda items.

14.2 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.

14.3 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.

14.4 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.

14.5 Finance

A. Financial Reports

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.

14.6 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.

14.7 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.

14.8 Ratifications

The Board, by consent, ratified the new hires, reclassifications, reorganizations, contract and bid awards that were approved on March 11, 2020, set forth in **Exhibit H** attached hereto and by this reference incorporated herein, are adopted and approved

15. Communications

15.1 Chancellor's Report

None.

15.2 Board Chair's Report

Dr. Martin thanked faculty and staff for their work during this time.

15.3 Citizens Desiring to Address the Board Regarding Other Concerns

None.

15.4 Board Member Comments

Dr. Graham expressed her appreciation that the Board was able to virtually meet through Zoom.

16. New Business

In light of state and local financial strains, the trustees discussed reducing Trustee Professional Development Travel for Fiscal Year 2021.

17. Adjournment

On motion made by Ms. Marshall and seconded by Dr. Graham, the Board adjourned the public session at 6:47 p.m.

Respectfully submitted,

Jessica Grove  
Associate for Board Relations

**MINUTES OF REGULAR MEETING  
BOARD OF TRUSTEES  
ST. LOUIS COMMUNITY COLLEGE  
THURSDAY, FEBRUARY 20, 2020**

The Regular Meeting of the Board of Trustees of St. Louis Community College was held on Thursday, February 20, 2020, 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 7:05 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; Dr. Craig Larson, Trustee; and Dr. Doris Graham, Trustee. Trustees Anne Marshall and Rodney Gee were 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

Emily Neal, STLCC NEA, shared her concerns with revisions to Board Policy Section C.

Greg Works, PEBU, share his concerns with revisions to Board Policy Section C.

Margaret Hvatum, professor, shared her concerns with the College's self-funded insurance.

Traci Carpenter shared her concerns about the health insurance benefits and revisions to Board Policy.

4. Adoption of Agenda/Revisions to Agenda

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

5. Recommended Approval of the January 16, 2020 Work Session and Regular Meeting Minutes

On motion by Dr. Graham and seconded by Ms. Ross, the Board unanimously approved the January 16, 2020 Work Session and Regular Meeting Minutes.

6. Recommended Approval of the January 29, 2020 Work Session and Regular Meeting Minutes

On motion by Dr. Graham and seconded by Ms. Fitzgerald, the Board unanimously approved the January 29, 2020 Work Session and Regular Meeting Minutes

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

- Quarterly Financial Report – Mr. Mark Swadener presented the Quarterly Financial Report

9. Recommended Approval of Resolutions Re: April 23, 2020 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 (with Trustees Ross and Marshall being absent), approved the resolution in Agenda Item #9, to schedule executive sessions of the Board on February 20, 2020 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 A

On motion by Dr. Larson and seconded by Dr. Graham, the Board unanimously approved the lodging of revised Board Policy A.

11. Recommended Lodging of Revised Board Procedure AP

On motion by Dr. Graham and seconded by Dr. Larson, the Board unanimously approved the lodging of revised Board Procedure AP.

12. Recommended Lodging of Revised Board Policy B

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

13. Recommended Lodging of Revised Board Policy C

On motion by Dr. Larson and seconded by Dr. Graham, the Board approved the lodging of revised Board Policy C with Trustee Fitzgerald voting ‘no’.



14. Recommended Lodging of Revised Board Policy D  
On motion by Ms. Ross and seconded by Dr. Graham, the Board unanimously approved the lodging of revised Board Policy D.
15. Recommended Lodging of Revised Board Policy E  
On motion by Ms. Ross and seconded by Dr. Graham, the Board unanimously approved the lodging of revised Board Policy E.
16. Recommended Lodging of Revised Board Policy F  
On motion by Ms. Ross and seconded by Ms. Fitzgerald, the Board unanimously approved the lodging of revised Board Policy F.
17. Recommended Lodging of Revised Board Policy G  
On motion by Ms. Ross and seconded by Ms. Fitzgerald, the Board unanimously approved the lodging of revised Board Policy G.
18. Recommended Lodging of Revised Board Policy H  
On motion by Ms. Fitzgerald and seconded by Ms. Ross, the Board unanimously approved the lodging of revised Board Policy H.
19. Recommended Approval to Authorize the Chancellor to approve new hires, reclassifications, reorganizations, contracts and bid awards for the period beginning February 21, 2020 and ending March 5, 2020 prior to ratification at the April 23, 2020 meeting with approval of both the Chair and Vice Chair  
On motion by Dr. Larson and seconded by Dr. Graham, the Board unanimously approved authorizing the Chancellor to approve new hires, reclassifications, reorganization, contracts and bid awards for the period beginning February 21, 2020 and ending March 5, 2020 prior to ratification at the April 23, 2020 meeting with the approval of both the Chair and Vice Chair.
20. Recommended Approval of Trustee Travel to MCCA Trustee Conference  
On motion by Dr. Larson and seconded by Dr. Graham, the Board, by a roll-call vote, unanimously (with Trustees Ross and Marshall being absent), approved Trustee travel to the MCCA conference in May.
21. Board Committee Report  
Ms. Ross provided the Child Care Committee report. The Committee is continuing to explore options to work with Family Foundations to help with the capital expenses for a child care center. There is also potential state funding through the Department of Education to expand the Florissant Valley Child Care Center to Forest Park.

## 22. Approval of Consent Agenda Items

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

### 22.1 Consent Item Motion and Vote

Dr. Martin recommended pulling the Additional Compensation recommendation for Katrina Herrera.

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

After a discussion, on motion by Dr. Larson and seconded by Ms. Fitzgerald, the Board on a 2 to 3 vote, voted not to approve the recommendation.

### 22.2 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.

### 22.3 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.

### 22.4 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.

22.5 Finance

A. Financial Reports

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.

22.6 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.

22.7 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.

22.8 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.

23. Communications

23.1 Chancellor's Report

**ACCT National Legislative Summit**

On February 9 – 12, Trustees Ross, Marshall and Graham traveled to Washington D.C. with Jessica Grove and myself to participate in the 2020 ACCT National Legislative Summit. This year's summit was well attended

and we were very pleased to get the opportunity to interface with the majority of our delegation.

The Trustees and I met with Senator Roy Blunt, Senator Josh Hawley's aide, Congresswoman Ann Wagner and Congressman Lacy Clay. During our meetings, we updated our delegation on several items, including Expanding Pell, Short-Term Training Pell, Second Chance Pell and funding for workforce development programs. We also discussed our need for additional funding to increase wrap around student services for our students in the future.

The Legislators were very engaged during our visits and are well aware of the tremendous value that St. Louis Community College brings to the region, including the preparation of a much needed highly skilled workforce.

Many thanks to all of those who attended! I believe our meetings will assist our delegation in making federal funding for our students a continued priority in the future.

### **STLCC Foundation News**

Efforts and initiatives continue to increase over time with the STLCC Foundation!

*Foundation Reception:* On January 22, the Foundation hosted a reception that invited Trustees, Foundation Directors, Leadership Team members and bargaining unit leaders. The event was well attended and many thanks to our Culinary Arts program faculty and students for the delicious desserts provided at the event.

During the reception, we provided attendees with an update on the Strategic Initiatives Campaign, which illustrated that we are currently ahead of schedule with campaign goals and timelines.

*Visits with Company Officials:* During the past week, we met with the leadership of BJC to tour the new Center for Nursing and Health Sciences, and with Foundation Staff from Centene. In both meetings, we updated those present on recent initiatives deployed at the College and discussed ways the College could develop potential training and education opportunities to meet their workforce needs.

Both meetings went very well and follow-up meetings are being planned for both BJC and Centene in the near future.

*Falling in Love in Five Courses:* On Saturday, February 15, the Foundation hosted its 12<sup>th</sup> Falling in Love in Five Courses Gala. The event was well attended, and several records were set this year.

Below are highlights of the activities of the evening:

Source	2020 Goals	2020 Preliminary	2019 Actual	% Change
Reservations	320 Individuals/ 40 Tables	315 Individuals/ 39 tables	304 individual/ 38 tables	Individuals –up 4% Tables- up 3%
Sponsorships & Reservations	\$150,000	\$173,867	\$139,675	Up-24%
Live Auction	\$35,000	\$21,500	\$32,950	Down- 34%
Fund-a-Future	\$55,000	\$129,950	\$53,995	Up- 140%
Silent Auction	\$12,000	\$10,215	\$9,775	Up- 4%
Wine Pull/Raffle	\$3,000	\$2,500	\$1,525	Up- 63%
*Ameren Special Contribution		n/a	\$50,000 (Final Year)	
Wentworth Contribution Challenge		\$100,000		
<b>Totals</b>	<b>\$255,000</b>	<b>\$438,032</b>	<b>\$287,920</b>	<b>Up- 52%</b>
<b>Expenses</b>		<b>TBD</b>	<b>\$112,560</b>	
<b>Net</b>		<b>TBD</b>	<b>\$175,360</b>	
<b>Food &amp; Beverage Charge</b>	<b>\$210</b>	<b>\$210.00</b>	<b>\$210</b>	
<b>Chef</b>	<b>Jonathon Sawyer</b>	<b>Jonathon Sawyer</b>	<b>Michael Hudman and Andy Ticer</b>	

### **STLCC Grant News**

*Grant Partnership with St. Louis University for the National Geospatial Agency:* The College is partnering with St. Louis University on their application to the National Defense Education Program for Science,

Technology, Engineering and Mathematics Education, Outreach and Workforce Initiatives Program. Specifically, STLCC will partner as a subcontractor with St. Louis University’s proposed program – Mapping Opportunity; Building a Larger and More Inclusive Geospatial Science Workforce project.

The leadership of the College recognizes the need to develop a strong STEM workforce in St. Louis, in support of the Department of Defense commitment to build a new western headquarters for the National Geospatial-Intelligence Agency in St. Louis. We are hopeful to receive good news about this application and if awarded, we look forward to partnering with SLU on this important initiative.

*Grant Partnership with Covenant House:* St. Louis Community College has submitted a project proposal in partnership with Covenant House, MO applying for \$1.1 million through the U.S. Department of Labor’s Job Corps Scholars Program. If funded, the project will provide educational and career skills instruction to Job Corps eligible at-risk youth. These are individuals between the ages of 16 to 24 with significant barriers to education and employment, such as low income, dropouts who are homeless or in foster care, lack of affordable child care, lack of transportation, and inadequate family or social support, etc.

The “Job Corps Scholars” will receive free tuition for up to a year of career technical training. They will receive intensive personal and career counseling services as well as a year of employment counseling and assistance upon completion of training. The project is designed to support two cohorts of at least forty students each who, after completing a certificate program, would secure a job, enter an apprenticeship program, join the Armed Services, or transfer to a four-year program. Forest Park and Workforce Solutions staff will partner Covenant House to specifically focus on recruiting and serving individuals who meet Job Corps eligibility. STLCC, through its credit and non-credit programs will offer several training programs that can be completed in 12 months or less:

Program	Credit Hours for Completion
Cisco Network Academy	20 credit hours
Diesel Technology	18 credit hours
Emergency Medical Technology	16 credit hours
Funeral Directing	29 credit hours
IT Help Desk / End User Support	24 credit hours

Precision Machining Technology	17 credit hours
Skilled Trades Industrial Occupations Technology	12-15 credit hours
Medical Assistant	N/A
Patient Care Technician	N/A
Automotive Technology	18 credit hours
Computer Applications	18 credit hours

Prior to completing the education/training selected, students will meet with employment counselors to assess capabilities and review job search skills and strategies including: completing job applications, preparing a résumé, writing cover letters, and preparing for interviews. They will discuss worker rights and responsibilities and specific strategies for succeeding during the first weeks on a job. The Job Corps Scholar Program partners will provide assistance such as licensing examinations and identify support services relevant to workplace success, i.e. housing, childcare, health care, work clothing, tools, financial planning, and referrals to legal services. The goal is to assist at-risk youth within targeted communities to achieve meaningful outcomes: significant increased retention, graduation, and transfer rates, or placement in jobs with good wages.

### **Immersive Code Camp Graduation**

On Wednesday, February 19, 2020, the Workforce Solutions Group hosted a ceremony for the second graduation class of the Immersive Code Camp at the Forest Park Campus. For this class, the College partnered with the Urban League to assist with recruiting minorities into the class.

I am proud to announce that 30 out of 30 completed the program! Many thanks to Hart Nelson and team for a terrific job in making this great opportunity available to the community.

### 23.2 Board Chair's Report

Dr. Martin encouraged faculty, staff and students to provide feedback on the proposed Board Policy changes. Information about upcoming Board of Trustee meetings will be included in the Board Meeting recap email.

### 23.3 Citizens Desiring to Address the Board Regarding Other Concerns

Greg Works shared his concerns regarding health insurance premiums and the high deductible plan.

Dr. Emily Neal shared her concerns regarding the Benefits Advisory Committee.



23.4 Board Member Comments

Ms. Fitzgerald thanked Dr. Martin for his work on the revisions to Board Policy.

Dr. Larson expressed his appreciation of Dr. Martin's work on Board Policy.

Dr. Graham thanked Dr. Martin for his work on the revisions to Board Policy. Dr. Graham also thanked the Board for allowing her to travel to ACCT. She attended the Falling In Love event and thanked Jo-Ann Digma and her staff for putting together such a fantastic event.

24. New Business

On motion by Dr. Graham and seconded by Ms. Fitzgerald, the Board unanimously approved the Credit-Hour Based Fee Schedule for the 2020-2021 academic year.

On motion by Dr. Graham and seconded by Dr. Larson, the Board unanimously approved scheduling a public session meeting on March 2, 2020 at 3:45pm.

On motion by Ms. Fitzgerald and seconded by Dr. Graham, the Board unanimously approved scheduling a Workshop on March 23 at 4pm and moving the public session to 5pm.

On motion by Ms. Ross and seconded by Dr. Graham, the Board, on a roll-call vote, unanimously (with Trustees Gee and Marshall being absent) approved scheduling a closed session meeting on March 2, 2020.

25. Adjournment

On motion made by Dr. Larson and seconded by Ms. Fitzgerald, the Board adjourned the public session at 8:16 p.m.

26. Workshop

Dr. Kevin M. Martin, Chair, called the meeting to order at 8:17 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; Dr. Doris Graham, Trustee; and Dr. Craig Larson, Trustee. Trustees Anne Marshall and Rodney Gee were absent.

**FY2021 Budget**

Ms. Shari Keffer and Mr. Paul Zinck presented the draft FY2021 budget report.

Dr. Martin requested a report on the Marketing and Communications budget for the last three years.

27. Adjournment

The workshop adjourned at 8:34 p.m.

Respectfully submitted,

Jessica Grove  
Associate for Board Relations

**MINUTES OF REGULAR MEETING  
BOARD OF TRUSTEES  
ST. LOUIS COMMUNITY COLLEGE  
MONDAY, MARCH 2, 2020**

The Special Regular Meeting of the Board of Trustees of St. Louis Community College was held on Monday, March 2, 2020, 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 3:56 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; Dr. Craig Larson, Trustee; and Anne Marshall, Trustee. Trustee Dr. Doris Graham joined the meeting at 4:01pm. Trustee Rodney Gee joined the meeting at 4:03pm.

Also present were Dr. Jeff Pittman, Chancellor and Ms. Jessica Grove, Associate for Board Relations.

2. Health Insurance Benefits

Mr. Paul Zinck introduced Dereck Duncan and Rebecca Schmidt, USI Insurance Services. Mr. Duncan and Ms. Schmidt presented their medical plan recommendations and answered questions from the Board. Four options were provided.

On motion by Dr. Martin and seconded by Dr. Larson, the Board unanimously approved the Health Insurance Option 3 as presented.

The following additional insurance policies were presented to the Board: Dental, Basic Life/AD&D, Short-Term Disability, Long-Term Disability, and FMLA Administration. On motion by Dr. Martin and seconded by Dr. Larson, the Board unanimously approved the additional policies as presented.

On motion by Dr. Larson and seconded by Dr. Graham, the Board unanimously approved the inclusion of a wellness incentive (healthcare screening with blood draw by February 1, 2021).

3. Public Comments

Emily Neal, STLCC NEA, shared her concerns with the Benefits Committee.

Margaret Hvatum, professor, shared her concerns with current health insurance plan.

4. Adjournment

On motion made by Ms. Ross and seconded by Mr. Gee, the Board adjourned the public session at 5:03 p.m.

Respectfully submitted,

Jessica Grove  
Associate for Board Relations

**MINUTES OF SPECIAL MEETING  
BOARD OF TRUSTEES  
ST. LOUIS COMMUNITY COLLEGE  
MONDAY, MARCH 23, 2020**

The Special Meeting of the Board of Trustees of St. Louis Community College was held on Monday, March 23, 2020, via videoconference, 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 5:00 p.m. The following members of the Board of Trustees were present via videoconference: Dr. Kevin M. Martin, Chair; Ms. Pam Ross, Vice Chair; Dr. Craig Larson, Trustee; Rodney Gee, Trustee (joined at 5:01 p.m.); Anne Marshall, Trustee; and Dr. Doris Graham, Trustee. Ms. Libby Fitzgerald, Trustee joined the meeting via teleconference at 5:10 p.m.

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

2. Public Comments

None. (Members of the public we asked to submit questions and comments to Jessica Grove, Board Secretary through email by 3pm on March 23pm. No comments or questions were submitted.)

3. Adoption of Agenda/Revisions to Agenda

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

4. Recommended Approval of Revised Board Policy A

On motion by Dr. Larson and seconded by Mr. Gee, the Board unanimously approved the revisions to Board Policy A, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

5. Recommended Approval of Revised Board Procedure AP

On motion by Dr. Graham and seconded by Mr. Gee, the Board unanimously approved the revisions to Board Procedure AP, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

6. Recommended Approval of Revised Board Policy B

On motion by Ms. Ross and seconded by Ms. Marshall, the Board unanimously approved the revisions to Board Policy B, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

7. Recommended Approval of Revised Board Policy C

On motion by Mr. Gee and seconded by Ms. Ross, the Board unanimously approved the lodging of revised Board Policy C, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

8. Recommended Approval of Revised Board Policy D

On motion by Dr. Graham and seconded by Ms. Marshall, the Board unanimously approved the revisions to Board Policy D, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

9. Recommended Approval of Revised Board Policy E

On motion by Mr. Gee and seconded by Dr. Graham, the Board unanimously approved the revisions to Board Policy E, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

10. Recommended Approval of Revised Board Policy F

On motion by Dr. Graham and seconded by Ms. Ross, the Board unanimously approved the revisions to Board Policy F, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

11. Recommended Approval of Revised Board Policy G

On motion by Mr. Gee and seconded by Ms. Ross, the Board unanimously approved the revisions to Board Policy G, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

12. Recommended Approval of Revised Board Policy H

On motion by Dr. Graham and seconded by Dr. Larson, the Board unanimously approved the revisions to Board Policy H, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

13. Recommended Approval Amend Agenda

On motion by Ms. Marshall and seconded by Dr. Graham, the Board unanimously approved amending the order of the agenda.

14. Recommended Approval of Resolution Granting Temporary Authorization to the Chancellor to Amend Board Policies Relating to COVID-19.

On motion by Mr. Gee and seconded by Dr. Graham, the Board, on roll-call vote, unanimously (with Trustee Fitzgerald unable to vote) approved a resolution granting temporary authority to the Chancellor to amend Board Policies relating to COVID-19, all as more fully set forth in Exhibit A attached hereto and by this reference incorporated herein.

15. COVID-19 Update

Dr. Jeff Pittman, Chancellor, provided an update on the College's response to COVID-19 and asked members of the Leadership Team to share an update from their department.

Dr. Andrew Langrehr, Vice Chancellor, Academic Affairs, provided an update and answered questions from the Board.

Spring Break has been extended for students through this week and classes will begin online on March 30. Faculty are working on moving their classes online. Material and support services will also be provided online. Laptops have been provided to certain students and they continue to work to identify which students have a need.

Communication has been sent to superintendents regarding dual enrollment and dual credit. The College is discussing options for final grading and students that withdraw with the goal of ensuring students are not harmed by this circumstance.

Dr. Christine Davis, Vice Chancellor, Student Affairs, provided an update and answered questions from the Board. The majority of student services will be handled remotely, some with limited hours. Commencement has been postponed. Students are registering for Summer and Fall courses (priority registration). Dr. Davis will look into ways to track students and reach out to those that have stopped participating.

Robin Phillips, Associate Vice Chancellor, Human Resources, provided an update and answered questions from the Board. Open enrollment begins March 30 and ends April 8. The College will use an online platform and will also host online benefit meetings. For those groups unable to register online, paper packets will be provided. Essential employees have been identified and notified.

Keith Hacke, Chief Information Officer, provided an update and answered questions from the Board. Mr. Hacke expressed his appreciation to Muhamed Hadziseimovic for his assistance in setting up the video conference. Laptops have already been distributed to certain employees and more have been ordered. IT is working with Student Services on assigning laptops to students. Work is being done with software vendors to make sure the licenses can be used at home. Employees are able to access the system with over 400 remote users so far. Skype is available to all employees.

Paul Zinck, Vice Chancellor, Finance & Administration, provided an update and answered questions from the Board. The majority of employees are working from home. Most tasks can be done from home but employees will come into the office as needed. Mr. Zinck spoke with UMB and they are committing to help as needed. Facilities has limited staff on campus. The College continues to monitor the state budget and are unsure what additional stresses will be placed on the budget or how it will affect state revenues. This may result in a change to STLCC's forecasted budget.

Kedra Tolson, Executive Director, Marketing & Communications, provided an update and answered questions from the Board. There have been multiple communications with faculty, staff and students since March 4. M&C is working on messaging to students regard the extension of spring break and additional services available. They will be reworking the College's COVID-19 webpage and are building a student resource page.

Hart Nelson, Associate Vice Chancellor, Workforce Solutions Group and Incident Response Team, provided an update and answered questions from the Board. This team

was set up to handle COVID-19 cases on campus and track incidents on campus. They are currently tracking 17 people who either have flu-like symptoms or had traveled. Individuals can reach out to the College through an email address and/or an IT call center and the Team will follow up.

16. Adjournment

On motion by Dr. Graham and seconded by Ms. Marshall, the Board, on a roll-call vote, voted unanimously (with Trustee Fitzgerald unable to vote) to adjourn the public session and enter executive session. The public session was adjourned at 5:58 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 **May 14, 2020** at 5:00 p.m., 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.

April 23, 2020

Board Agenda

**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)**

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**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 30<sup>th</sup> 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 30<sup>th</sup> 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 30<sup>th</sup>, 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 1<sup>st</sup> 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**



**~~THE THIRD AMENDMENT~~**  
**~~AND~~**  
**~~RESTATEMENT~~**  
**~~OF THE~~**  
**NON-CERTIFICATED EMPLOYEES RETIREMENT PLAN**  
**OF**  
**THE ~~JUNIOR~~ COMMUNITY COLLEGE DISTRICT OF ST. LOUIS,**  
**ST. LOUIS COUNTY, MISSOURI**

**(As Amended and Restated Effective July 1, 2018)**

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

This ~~Third~~ Amendment and Restatement of the Plan, adopted this \_\_\_ day of ~~January~~April, 2019, by THE ~~JUNIOR 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 ~~Junior 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 ~~on June 19, 1989 and April 19, 1999~~; 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 The Junior College~~Community College District of St. Louis ~~—of St. Louis County, Missouri,~~ and their beneficiaries, to be known as the “NON-CERTIFICATED EMPLOYEES RETIREMENT PLAN OF THE ~~JUNIOR COLLEGE~~ JUNIOR 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 ~~Junior College~~Community College District ~~of St. Louis— St. Louis County, Missouri,~~ 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 ~~Junior College~~Community College District.

### **Section 2.6   “Compensation”**

Compensation means the compensation paid to an Employee by the ~~Junior College~~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 30<sup>th</sup> 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 30<sup>th</sup> 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 30<sup>th</sup>, 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 ~~Junior College~~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 ~~Junior College~~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 “~~Junior Community~~ College District”**

~~Junior Community~~ College District, as used in this Plan, means ~~the~~The Junior ~~College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 Junior College 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 1<sup>st</sup> 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 ~~Junior College~~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 ~~Junior College~~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 ~~Nomination~~Nominating Committee appointed by the ~~Director, Human Resources~~Associate Vice Chancellor of the ~~Junior-Community~~ College District. The members of the Nominating Committee and the slate of candidates shall represent, one each, the then existing colleges campuses and the College Center of the ~~Junior-Community~~ College District. Subsequent members shall be nominated in the same manner.
- (b) The ~~two-three~~ (23) voting members representing the Participants within any bargaining unit(s) recognized by the ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~Community College District, and any expenses not paid by the ~~Junior College~~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, consistently 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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~Community College District as a contractual obligation. The ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~Community College District and any Employee, or as a right of any Employee to be continued in the employment of the ~~Junior College~~Community College District, or as a limitation of the right of the ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 of 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 ~~Junior College~~Community College District determines that an excessive contribution was made due to a mistake of fact or law, the ~~Junior College~~Community College District may demand repayment of such excess amount at any time and the Trustee shall return such amount to the ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~Community College District requests it. Before a refund will be sought by the ~~Junior College~~Community College District on behalf of such a Participant, the Participant must agree, in writing, that any amounts refunded to the ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~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 ~~Junior College~~Community College District has caused this Third Amendment and Restatement to be executed on the day and year first above written.

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

By: \_\_\_\_\_

**President, Chairperson, Board of Trustees**

**ATTEST:**

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



## Academic Affairs – No Items

Human Resources - Board Agenda

April 2020

APPOINTMENTS/FULL-TIME ADMINISTRATIVE/PROFESSIONAL STAFF

Name	Current/New Employee	Location	Job Title	Range	Pay Rate	Comments	Effective Date
Venable, Heather	Current	CO	Sr. Program Planner/CE Coordinator	P12	59,467.00	Replacement	4/24/2020
Martin Bonner, Michelle	New	CO	Director Recruitment, Learning & Retention	A18	87,500.00	Restructuring	4/24/2020
Edgar, Sylvia	Current	CO	Director Labor & Employee Relations	A18	87,500.00	Restructuring	4/24/2020
Bolar, Jamie	Current	CO	Coordinator, TRIO Student Support	P10	53,830.00	Title Change Only	4/24/2020
Mesic, Sanela	Current	CO	Coordinator, TRIO Student Support	P10	55,869.00	Title Change Only	4/24/2020

APPOINTMENTS/FULL-TIME CLASSIFIED STAFF

Name	Current/New Employee	Location	Job Title	Range	Pay Rate	Comments	Effective Date
Williams, Jennifer	Current	FP	Housekeeper	2	13.66/Hour	Completion of Probation	3/31/2020

APPOINTMENTS/FULL-TIME INFORMATION TECHNOLOGY

Name	Current/New Employee	Location	Job Title	Range	Pay Rate	Comments	Effective Date
Richards, Reginald	New	MC	Lead IT Support Coordinator	P12	72,000.00	Replacement	3/12/2020

ADDITIONAL COMPENSATION/PROFESSIONAL STAFF

Name	Location	Job Title	Base Rate	Pay Rate	Effective Date
Mueller, Kim	MC	Learning Development Specialist/Training *	62,993.00	69,292 *	4/24-6/30/20
King, Nikki	CO	HRIS Lead *	74,460.00	81,906 *	4/24-6/30/20
Burse, Rachel	CO	Total Compensation Specialist *	57,500.00	63,250 *	4/24-6/30/20
		*Reflect 10% increase for added responsibilities			
Edgar, Sylvia	CO	Previously approved additional compensation on 3/12/20 will end on 4/23/20			

RETIREMENTS

Name	Location	Job Title	Date Notified	Comments	Effective Date
Brake, Dean	FP	Faculty - Assistant Professor	2/18/2020	Retirement	6/30/2020
Flynn, Thomas	FV	Faculty - Instructor II	4/1/2020	Retirement	6/30/2020

RESIGNATIONS

Name	Location	Job Title	Date Notified	Comments	Effective Date
Caples, Robert	CC	College Police Officer	3/17/2020	Resignation	3/17/2020
Anderson, Crystal	CC	Fiscal SVC Specialist	3/10/2020	Resignation	3/20/2020
Black, Malcolm	MC	Information & Enrollment Asst.	3/4/2020	Resignation	3/6/2020
Hobbs, Michael	FP	Computer Svc Tech II	4/2/2020	Resignation	4/13/2020
Devitt, Michael	CC	Business Analyst - Banner Student	3/9/2020	Resignation	3/14/2020
King, Cody	FP	General Maintenance Mechanic	3/28/2020	Declined Job Offer	3/28/2020
Jones, Devin	MC	Administrative Secretary	1/20/2020	Resignation	1/20/2020

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 G.

FURTHER RESOLVED, that, where appropriate, the Chair of the Board of Trustees or their 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.

## RESOLUTION

**WHEREAS**, bids and change orders for material needs and/or services of St. Louis Community College (the "District") have been solicited in accordance with Board Policy and Procedures, with applicable Federal and State laws, and such bids and change orders have now been tabulated and presented to the District's Board of Trustees:

**NOW, THEREFORE, BE IT RESOLVED**, upon recommendation of the District's Chancellor, the following awards and change orders are made to bidder complying with the specifications as follows:

<b><u>Request #</u></b>	<b><u>Description</u></b>	<b><u>Successful Bidder</u></b>	<b><u>Amount</u></b>
B0003910	Single Source Purchase	Gaumard Scientific Company, Inc.	\$34,849.00
GS-35F-0016T	Cooperative Contract/ Telephone Services	Windstream Communications	\$187,468.20
B0003255	Metropolitan Ethernet Services	AT & T	-
B0003723	Media Buying & Search Engine Marketing Services	Dicom Marketing Services, Inc. & Brightedge	\$1,300,000.00
B0003517	Microcomputer Systems	CDW Government, Inc.	\$ 500,000.00
Q043003	Microcomputer Systems	Dell Marketing, LLC	\$ 400,000.00
B0003866	Vehicle Repair & Maintenance Services	Schroeder Truck Repair Clark Power Services	\$ 125,000.00
B0003916	Sole Source Purchase	Benco Dental	\$ 52,986.36
B0003929	Library Books	Midwest Library Services Emery-Pratt Company Ingram Library Services Gobi ProQuest	\$ 250,000.00
B0003941	Aviation Sheet Metal Pan-Stock Components	Bisco Industries	\$ 250,000.00
B0003964	LearningSpace System w/Apollo Manikins	CAE Healthcare, Inc.	\$ 509,842.00
B0003965	Simulator Packages	Gaumard Scientific Company, Inc.	\$ 458,000.00
B0003966	Demo Dose SimCarts	PocketNurse	\$ 143,613.58
B0003652	Executive Programs	Gartner, Inc.	\$ 176,466.67

## Agenda Item Details

Meeting	April 23, 2020 – STLCC Board of Trustees Regular Meeting
Category	16.5 Finance
Subject	Invitation for Bid- B0003910 – One (1) Pediatric Simulator
Type	Consent Agenda
Recommended Action	The Board of Trustees adopt the resolution ratifying the purchase

**Initiator:** Steve Newcomb

### **Background:**

This simulator will be used in the EMT program for classroom and laboratory instruction and will provide students with life-like clinical simulation of reactions to treatment and interventions through multiple models of human physiology. The simulator manufactured by Gaumard Scientific Company, Inc. has been selected to the exclusion of other manufacturers and/or models to allow interfacing with existing equipment.

Gaumard Scientific Company, Inc. is the sole developer and distributor of the HAL Pediatric Simulator, precluding the competitive bid process. Therefore, Board of Trustee ratification is requested for this purchase.

Gaumard Scientific Company, Inc. is neither a minority nor woman-owned business enterprise.

<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Vendor</u></b>	<b><u>Location</u></b>	<b><u>Fund Source</u></b>
\$34,849.00	HAL Pediatric Simulator	Gaumard Scientific Company, Inc.	DW	Capital

## Agenda Item Details

Meeting	April 23, 2020 – STLCC Board of Trustees Regular Meeting
Category	16.5 Finance
Subject	US General Services Administration (GSA) Cooperative Contract – GS-35F-0016T with Windstream Communications
Type	Consent Agenda
Recommended Action	The Board of Trustees adopt the resolution approving use of the contract

**Initiator:** Gene Galliani

### **Background:**

This contract will be used to provide phone circuits for telephone services district-wide. The College is allowed to access GSA pricing through the federal government’s purchasing program for technology and services. The monthly fee for these services is \$5,207.45.

Board of Trustee approval is requested for use of cooperative contract GS-35F-0016T with Windstream Communications for telephone primary rate interface (PRI) services for a period of three (3) years, in an amount estimated at \$187,468.20.

Windstream Communications is neither a minority nor woman-owned business enterprise.

<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Vendor</u></b>	<b><u>Location</u></b>	<b><u>Fund Source</u></b>
\$187,468.20	Telephone Services	Windstream Communications	DW	General

**Agenda Item Details**

Meeting April 23, 2020 – STLCC Board of Trustees Regular Meeting  
Category 16.5 Finance  
Subject Contract – B0003255 Renewal with AT & T  
Type Consent Agenda  
Recommended Action The Board of Trustees adopt the resolution ratifying the contract renewal

**Initiator:** Gene Galliani

**Background:**

Contract B0003255 with AT & T for Metropolitan Ethernet Services was approved by the Board of Trustees on August 14, 2014 for a period of three (3) years with five (5) optional, one (1) year renewals which began December 31, 2014. The services provided by this contract provide internet and intranet connectivity from the College’s data center to all locations district-wide.

This contract was inadvertently excluded from the Board Agenda for renewal. Therefore, Board of Trustee ratification is requested for the renewal of Contract B0003255 with AT&T for the period December 31, 2017 through December 30, 2020 with no increase to the award amount.

AT & T is neither a minority nor woman-owned business enterprise.

<u>Amount</u>	<u>Description</u>	<u>Vendor</u>	<u>Location</u>	<u>Fund Source</u>
-	Ethernet Services	AT & T	DW	General

## **Agenda Item Details**

Meeting	April 23, 2020 – STLCC Board of Trustees Regular Meeting
Category	16.5 Finance
Subject	Contract – B0003723 with Dicom Marketing Services, Inc. and Brightedge
Type	Consent Agenda
Recommended Action	The Board of Trustees adopt the resolution approving award funding increase

**Initiator:** Kedra Tolson

### **Background:**

Contract B0003723 with Dicom Marketing Services and Brightedge is used for media buying and search engine marketing services and was originally approved by the Board of Trustees on November 29, 2018 for a period of one (1) year with an option to renew for two (2) subsequent years. The current award balance is \$34,085.00.

Board of Trustee approval is requested for an increase to the award amount of \$1,300,000.00 to accommodate the media buys contracted for FY21.

Dicom Marketing Services and Brightedge are neither a minority nor woman-owned business enterprise.



## **Agenda Item Details**

Meeting	April 23, 2020 – STLCC Board of Trustees Regular Meeting
Category	16.5 Finance
Subject	Contract – B0003517 with CDW Government, Inc.
Type	Consent Agenda
Recommended Action	The Board of Trustees adopt the resolution approving award funding increase

**Initiator:** Keith Hacke

### **Background:**

Cooperative Contract B0003517 with CDW Government, Inc. is used to purchase complete microcomputer systems, components and related items. This contract was originally approved by the Board of Trustees on September 26, 2019 for a period of one (1) year.

The current award balance is \$3,158.34; therefore, Board of Trustee approval is requested for an increase to the award amount of \$500,000.00.

CDW Government, Inc. is neither a minority nor woman-owned business enterprise.

## **Agenda Item Details**

Meeting	April 23, 2020 – STLCC Board of Trustees Regular Meeting
Category	16.5 Finance
Subject	Contract Q043003– Dell Marketing, LLC
Type	Consent Agenda
Recommended Action	The Board of Trustees adopt the resolution approving the continued use of the cooperative contract

**Initiator:** Keith Hacke

### **Background:**

This National Association of State Procurement Officials (NASPO) Cooperative Contract with Dell Marketing, LLC is used to purchase complete microcomputer systems, components and related items and was initially approved by the Board of Trustees on January 17, 2019 for a period of one (1) year.

NASPO has renewed this contract through July 31, 2021; therefore, Board of Trustee approval is requested to continue use of this contract through July 31, 2021, with an increase to the award amount of \$400,000.00.

Dell Marketing, LLC is neither a minority nor woman-owned business enterprise.

## Agenda Item Details

Meeting	April 23, 2020 – STLCC Board of Trustees Regular Meeting
Category	16.5 Finance
Subject	Contract Award – B0003866 Vehicle Repair & Maintenance Services
Type	Consent Agenda
Recommended Action	The Board of Trustees adopt the resolution approving the award

**Initiator:** Rene Dulle

### **Background:**

This contract will primarily be used by the Workforce Solutions Group for the Environmental & Transportation Programs at the Forest Park campus for routine maintenance on instructional vehicles.

Request for Proposal - B0003866 was issued on January 10, 2020, to establish a contract for the routine maintenance of instructional vehicles. Nine (9) potential providers were invited to submit proposals; Two (2) suppliers responded and since fewer than three (3) responses were received, receipt of the proposal was verified. One (1) non-responsive vendor is an M/WBE firm. This contract award is being split between both respondents on an item-by-item basis.

Board of Trustee approval is requested for the award of a contract for vehicle repair and maintenance to Schroeder Truck Repair and Clark Power Services, in amount estimated at \$125,000.00, to be split among two (2) vendors, with no guaranteed amount to any one vendor, for a period of three (3) years, to begin May 1, 2020.

### **Responses:**

<b>Firm</b>	<b>Location</b>	<b>Base Amount</b>
Clark Power Services	Pontoon Beach, IL	\$ 1,016.00
Schroeder Truck Repair	St. Louis, MO	\$ 2,361.18

### **The following companies/organizations also received the solicitation:**

All American Transportation, St. Louis, MO  
Bissell Truck Repair, St. Louis, MO  
Bud's Trailer, St. Louis, MO  
Freightliner – Truck Center, St. Louis, MO  
McClanahan Towing, St. Louis, MO  
MFR Tire Services/ Best One, St. Louis, MO  
Rush International, St. Louis, MO

This Request for Proposal was advertised in the St. Louis American Newspaper, and the St. Louis Post-Dispatch. Also posted on St. Louis Community College website

<https://www.stlcc.edu/departments/procurement.aspx>

## Agenda Item Details

Meeting	April 23, 2020 – STLCC Board of Trustees Regular Meeting
Category	16.5 Finance
Subject	B0003916 Single Source Purchase – Benco Dental
Type	Consent Agenda
Recommended Action	The Board of Trustees adopt the resolution ratifying the purchase

**Initiator:** Kim Polk

### **Background:**

These Intraoral Wireless Cameras will be used for instructional purposes to provide accurate and instantaneous dental imaging results without a cabled tether. The intraoral camera is a highly efficient way to detect diseases and confirm oral health that enables intuitive and highly effective training for students in the Dental Hygiene Program.

Invitation for Bid – B0003916 was issued on February 6, 2020 for the purchase of 24 intraoral wireless cameras. Seven (7) vendors were invited to respond. However, only one vendor, Benco Dental, could provide the requested quantity. No known minority or woman-owned business enterprise participated in this bid process.

Board of Trustee ratification is requested for the purchase of 24 intraoral wireless cameras, from Benco Dental, in an amount estimated at \$52,986.36.

### **Responses:**

<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Vendor</u></b>	<b><u>Location</u></b>	<b><u>Fund Source</u></b>
\$52,986.36	Intraoral Wireless Camera	Benco Dental	FP	General

### **The following companies/organizations also received the solicitation:**

Tekitronics Inc., Redlands, CA  
Optimate, LLC., Fairfield, IA  
Mouthwatch, LLC, Metuchen, NJ  
Henry Schein, Melville, NY  
Logistical Resources, LLC., St. Louis, MO  
GoodDrs USA, Encino, CA  
Ramo Trading & Consulting, Inc., Mission Viejo, CA

## Agenda Item Details

Meeting	April 23, 2020 – STLCC Board of Trustees Regular Meeting
Category	16.5 Finance
Subject	Contract Award - B0003929 Library Books
Type	Consent Agenda
Recommended Action	The Board of Trustees adopt the resolution approving the award

**Initiator:** Sheila Ouellette

### **Background:**

This contract will primarily be used by the Instructional Resource Departments – District Wide, to purchase both academic and popular reading materials to support the needs of students, faculty and the community.

Invitation for Bid - B0003929 was issued on January 10, 2020, to establish a new contract for the purchase of library books; seven (7) vendors were contacted to provide quotes. All respondents meet the requirements of the bid and are being recommended for award. No known minority or woman-owned business enterprise participated in this bid process.

Therefore, Board of Trustee approval is requested for the award of a contract for the routine purchase of library books to Midwest Library Services, Emery-Pratt Company, Ingram Library Services, Gobi and ProQuest, in amount estimated at \$250,000.00, annually, to be split among five (5) vendors, with no guaranteed amount to any one bidder, for a period of three (3) years, to begin May 1, 2020.

<b><u>Discount Range</u></b>	<b><u>Items Offered</u></b>	<b><u>Vendor</u></b>	<b><u>Location</u></b>	<b><u>Fund Source</u></b>
10 – 30%	Print Books	Midwest Library Svs.	DW	General
4 – 40%	Print Books	Emery-Pratt Co.	DW	General
10 – 40%	Print Books	Ingram Library Svs.	DW	General
5 – 18%	Print Books	Gobi	DW	General
10 – 18%	Print Books	ProQuest	DW	General

### **Responses:**

<b>Vendor</b>	<b>Location</b>
*Barnes & Noble Booksellers	New York, NY
*Recorded Books	Prince Frederick, MD

\*Did not meet specifications

Newspaper advertisements were placed in the St. Louis Post-Dispatch and the St. Louis American. Also posted on St. Louis Community College website

<https://www.stlcc.edu/departments/procurement.aspx>

## Agenda Item Details

Meeting	April 23, 2020 – STLCC Board of Trustees Regular Meeting
Category	16.5 Finance
Subject	Contract Award – B0003941 – Aviation Sheet Metal Pan-stock Components
Type	Consent Agenda
Recommended Action	The Board of Trustees adopt the resolution approving the award

**Initiator:** Becky Epps

### **Background:**

This contract will be used primarily by the Aerospace Institute’s Aircraft Assembly Program offered at the Center for Workforce Innovation. This contract allows end-users to request price quotes as program needs arise, take advantage of a wide range of product selections, ensure availability of stock as needed, and take advantage of sales/promotions offered throughout the contract period.

Invitation for Bid - B0003941 was issued on January 31, 2020, to establish a contract for the purchase of aviation sheet metal pan-stock components; twelve (12) vendors were contacted to provide quotes. Four (4) bidders issued a “no bid.” The recommended bidder meets all requirements of the bid.

Therefore, Board of Trustee approval is requested for the award of a contract for the purchase of aviation sheet metal pan-stock components to Bisco Industries, in an amount estimated at \$250,000.00, for a period of three (3) years, to begin May 1, 2020.

### **Responses:**

<b>Firm</b>	<b>Location</b>	<b>Distributor Pricing</b>
Bisco Industries	St. Louis, MO	\$ .04 – 1.90 per 1,000pcs
Coastal Electronics	Westerly, RI	No Bid
Precision Prototype	St. Louis, MO	No Bid
Spencer Aircraft Supply	Puyallup, WA	No Bid
The Yard Store	Wichita, KS	No Bid

### **The following companies/organizations also received the solicitation:**

Aerosupply USA, Clearwater, FL  
Arlington Fastener, Lake Barrington, IL  
ISO-Group, Palm Bay, FL  
MIT Distributors, Inc., Roswell, GA  
Military Fasteners, Ponte Vedra, FL  
Genuine Aircraft Hardware, Paso Robles, CA  
Monroe Engineering Products, Rochester Hills, MI

Newspaper advertisements were placed in the St. Louis Post-Dispatch and the St. Louis American. Also posted on St. Louis Community College website

<https://www.stlcc.edu/departments/procurement.aspx>

## Agenda Item Details

Meeting	April 23, 2020 – STLCC Board of Trustees Regular Meeting
Category	16.5 Finance
Subject	B0003964 - Sole Source Purchase of the LearningSpace Simulation System with Apollo Manikins
Type	Consent Agenda
Recommended Action	The Board of Trustees adopt the resolution approving the sole source award.

**Initiator:** Karen Mayes

### **Background:**

This simulator system is being purchased for classroom and laboratory instruction in the Nursing Program at the Florissant Valley and Wildwood campuses and will provide students with life-like clinical simulation of reaction to treatment and interventions through multiple models of human physiology. LearningSpace is a web-based audiovisual management system that features proprietary software specifically designed for simulation and clinical skill training.

LearningSpace is the only product that includes integrated hardware and software for recording, debriefing, performance assessment and center management, and has been selected district-wide to provide consistency for students, precluding the bid process. Therefore Board of Trustee approval is requested for the purchase of the LearningSpace System and Apollo Manikins from CAE Healthcare, Inc., in an amount estimated at \$509,842.00.

CAE Healthcare, Inc. is neither a minority nor woman-owned business enterprise.

<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Vendor</u></b>	<b><u>Campus</u></b>	<b><u>Fund Source</u></b> CAE
\$236,846.00	LearningSpace w/ Apollo Manikins	Healthcare, Inc.	Florissant Valley	MO-Excels Funding
\$272,996.00	LearningSpace w/ Apollo Manikins	CAE Healthcare, Inc.	Wildwood	MO-Excels Funding

## Agenda Item Details

Meeting	April 23, 2020 – STLCC Board of Trustees Regular Meeting
Category	16.5 Finance
Subject	B0003965 – Two (2) Simulator Packages
Type	Consent Agenda
Recommended Action	The Board of Trustees adopt the resolution ratifying the purchase

**Initiator:** Steve Newcomb

### **Background:**

These simulator packages will be used in the Nursing program at the Florissant Valley and Wildwood campuses for classroom and laboratory instruction and will provide students with life-like clinical simulation of reactions to treatment and interventions through multiple models of human physiology. Each package includes a birthing, pediatric and infant simulator. Gaumard Scientific Company, Inc. is the product manufacturer and has been selected to the exclusion of other manufacturers and/or models to allow interfacing with existing equipment.

Gaumard Scientific Company, Inc. is the sole developer and distributor of the simulator packages, precluding the competitive bid process. Therefore, Board of Trustee approval is requested for the purchase of two (2) simulator packages from Gaumard Scientific Company, Inc., in an amount estimated at \$458,000.00.

Gaumard Scientific Company, Inc. is neither a minority nor woman-owned business enterprise.

<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Vendor</u></b>	<b><u>Campus</u></b>	<b><u>Fund Source</u></b>
\$229,000.00	Simulator Package	Gaumard Scientific Company, Inc.	Florissant Valley	MO-Excels Funding
\$229,000.00	Simulator Package	Gaumard Scientific Company, Inc.	Wildwood	MO-Excels Funding



## Agenda Item Details

Meeting	April 23, 2020 – STLCC Board of Trustees Regular Meeting
Category	16.5 Finance
Subject	Bid- B0003966 – Eleven (11) Demo Dose SimCarts
Type	Consent Agenda
Recommended Action	The Board of Trustees adopt the resolution ratifying the purchase

**Initiator:** Steve Newcomb

### **Background:**

These Demo dose SimCarts will be used in the Nursing program at the Florissant Valley and Wildwood campuses for classroom and laboratory instruction and will provide faculty and students with technology for more effective simulation of medication administrative workflows, allow instruction in patient safety and best practices. PocketNurse is the sole manufacturer and distributor of this produce, precluding a competitive bid.

Board of Trustee approval is requested for the purchase of eleven (11) Demo Dose SimCarts from PocketNurse, in an amount estimated at \$143,613.58.

PocketNurse is neither a minority nor woman-owned business enterprise.

<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Vendor</u></b>	<b><u>Campus</u></b>	<b><u>Fund Source</u></b>
\$78,334.68	(6) Demo Dose SimCarts	PocketNurse	Florissant Valley	MO-Excels Funding
\$65,278.90	(5) Demo Dose SimCarts	PocketNurse	Wildwood	MO-Excels Funding

## Agenda Item Details

Meeting	April 23, 2020 – STLCC Board of Trustees Regular Meeting
Category	16.5 Finance
Subject	Bid- B0003652 – Gartner, Inc.
Type	Consent Agenda
Recommended Action	The Board of Trustees adopt the resolution approving the purchase

**Initiator:** Keith Hacke

### **Background:**

This contract will be used by Information Technology (IT) staff to assist in evaluating IT service agreements. This license agreement provides access to the Gartner Magic Quadrant solution which gives a snapshot of various IT markets to guide technology decisions. This solution also has interactive features to enable the weighting of critical capabilities to more accurately reflect the college's specific business needs.

Board of Trustee approval is requested for the sole source award of a license agreement for Executive Programs and Core IT Research for Higher Education to **GARTNER, INC.**, in an amount estimated at **\$175,466.67**, for a period of one (1) year and two (2) months to begin May 1, 2020.

Gartner, Inc. is neither a minority nor woman-owned business enterprise.

## RESOLUTION

**WHEREAS**, bids and consulting agreements for material needs and/or services of St. Louis Community College (the “District”) have been solicited in accordance with Board Policy and Procedures, with applicable Federal and State laws, and such bids and consulting agreements have now been tabulated and presented to the District’s Board of Trustees:

**NOW, THEREFORE, BE IT RESOLVED**, upon recommendation of the District’s Chancellor, the following awards and ratifications are made to the firm complying with the specifications as follows:

<b><u>Request #</u></b>	<b><u>Description</u></b>	<b><u>Recommended Firm</u></b>	<b><u>Amount</u></b>
F20 401D	Stair Tower Plumbing Work (FP)	Franklin Mechanical	\$21,566.00
F20 401H	Stair Tower Concrete/ Site Concrete Work (FP)	Vee-Jay Contracting	\$431,023.00
F20 401I	Stair Tower Structural Steel Work (FP)	Kupferer Brothers	\$363,446.00
F20 401J	Stair Tower Elevator Work (FP)	Schindler Elevator	\$120,000.00
F20 301	Renovation of 3 <sup>rd</sup> Floor For Nursing (WW)	ICS Construction Services	\$542,920.00
F20 503	Renovation for Nursing Simulation Lab (FV)	ICS Construction Services	\$297,230.00
A17-0299	Consulting Services for Cell And Radio Signal Boost (FP)	KAI Design Build	\$27,225.00 (Amend. #4)
A17-0300	Elevator Operator Services	Tarlton	\$47,265.00 (Amend. #2)
A19-0314 NPN #07	Consulting Services for Additional Project Oversight (FP)	NPN Environmental	\$60,000.00 (Amend. #1)
A19-0305 CD1 #01	Retention Pond Study (Corp)	Civil Design Incorporated	\$6,570.00
A19-0311 IMG #03	Design of Baseball and Softball Field Repairs (M)	IMEG	\$19,270.00
A19-0318 PRO #04	Environmental Services for Floor Tile Abatement (FV)	Professional Environmental	\$1,271.96

## Agenda Item Details

Meeting April 23, 2020 – STLCC Board of Trustees Regular Meeting  
Category 16.5 Finance  
Subject Bid Awards – F20 401D – Stair Tower Plumbing Work – Franklin Mechanical  
Type Consent Agenda  
Recommended Action The Board of Trustees adopt the resolution approving the bid award.

**Initiator:** Paul Zinck

### **Background:**

Plans and Specifications for construction of the stair tower/end cap after demolition of the A and B Tower sections of the East Wing were prepared by the KAI Design Build Team. The packages were delineated and bid by the College's Construction Manager, Tarlton Corporation. Additional bid award recommendations for the construction of the Stair Tower will be made at a future Board of Trustees meeting, after bid negotiation and value engineering with the recommended bidders to reduce the overall project budget.

Contractors were evaluated on bid price as well as overall capabilities, MBE/WBE participation, experience with LEED (Leadership in Energy and Environmental Design) projects, available resources to meet the project's schedule, and approach to safety, quality, and cost control.

Request for Bid was issued to provide design assist and plumbing work for the new stair tower to be constructed after demolition of the A and B Towers of the East Wing. Twelve (12) contractors were contacted to provide proposals, in addition to the Cross Rhodes planroom and being listed on Tarlton's website. Cross Rhodes made an e-mail notification to local MBE/WBE/DBE businesses. A contract for the pre-demo plumbing work was approved by the Chancellor and Board officers in December, 2019, in the amount of \$15,318.00. After negotiation with the sole bidder, a revised bid was developed that included this pre-demo work, plus the plumbing work required for the stair tower.

Franklin Mechanical was deemed to be the lowest and best responsive submittal meeting all requirements of the specification. The original response listed was submitted on the day of the bid opening; the contract amount represents the award after bid negotiation and value engineering with the recommended bidder. Therefore, Board approval is requested for the award of a contract for the work to ***Franklin Mechanical*** in the amount of **\$21,566.00**.

<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Contractor</u></b>	<b><u>Location</u></b>	<b><u>Fund Source</u></b>
\$21,566.	Stair Tower Plumbing Work	Franklin Mechanical	FP	Certificates of Participation

### **Original Response:**

<b>Contractor</b>	<b>Location</b>	<b>Base Amount</b>
Franklin Mechanical	Fenton, MO	\$86,031.00

**Agenda Item Details F 20 401D, Stair Tower Plumbing Work at Forest Park (Continued)**

**The following companies/organizations also received the solicitation:**

All Complete Plumbing LLC, St. Louis, MO  
Bieg Plumbing Company, St. Louis, MO  
Clay Piping Systems Inc., Olivette, MO  
DeLuca Plumbing LLC, St. Louis, MO  
Excel Plumbing, Caseyville, IL  
Finch Plumbing, Chesterfield, MO  
Integrated Facilities Services, Fenton, MO  
Jarrell Mechanical, Earth City, MO  
KAMS Mechanical LLC, Bridgeton, MO  
Murphy Company, St. Louis, MO  
Rock Hill Mechanical Corporation, St. Louis, MO

Cross Rhodes Planroom, MO  
Tarlton Corporation Bid Opportunities Website, 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 April 23, 2020 – STLCC Board of Trustees Regular Meeting  
Category 16.5 Finance  
Subject Bid Awards – F20 401 – Stair Tower Work  
Type Consent Agenda  
Recommended Action The Board of Trustees adopt the resolution ratifying the bid awards.

**Initiator:** Paul Zinck

### **Background:**

Plans and Specifications for construction of the stair tower/end cap after demolition of the A and B Tower sections of the East Wing were prepared by the KAI Design Build Team. The packages were delineated and bid by the College’s Construction Manager, Tarlton Corporation. Additional bid award recommendations for the construction of the Stair Tower will be made at a future Board of Trustees meeting, after bid negotiation and value engineering with the recommended bidders to reduce the overall project budget.

Contractors were evaluated on bid price as well as overall capabilities, MBE/WBE participation, experience with LEED (Leadership in Energy and Environmental Design) projects, available resources to meet the project’s schedule, and approach to safety, quality, and cost control. The recommendation will represent the contractor with the best bid, given these factors.

There are three contractors whose scope of work include work involving long lead time components. These bid award recommendations for critical components for the construction of the Stair Tower were pre-approved by the Chancellor and Board Officers in March, 2020, and represent the revised bids from the recommended bidders.

<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Contractor</u></b>	<b><u>Location</u></b>	<b><u>Fund Source</u></b>
\$371,181.00	Stair Tower Concrete Work	Vee-Jay Contracting	FP	Certificates of Participation
\$59,842.00	Site Concrete Work	Vee-Jay Contracting	FP	Certificates of Participation
\$363,446.00	Stair Tower Structural Steel	Kupferer Brothers	FP	Certificates of Participation
\$120,000.00	Stair Tower Elevator	Schindler Elevator	FP	Certificates of Participation

**Agenda Item Details F 20 401, Stair Tower Work at Forest Park (Continued)**

**Contract F20 401H Details**

Request for Bid was issued June 25, 2019 to provide drilled piers, concrete foundations, and site concrete for the new stair tower to be constructed after demolition of the A and B Towers of the East Wing. Eleven (11) contractors were contacted to provide proposals, in addition to the Cross Rhodes planroom and being listed on Tarlton’s website. Cross Rhodes made an e-mail notification to local MBE/WBE/DBE businesses. The contract for the drilled piers and foundation work was pre-approved by the Chancellor and Board officers in March, 2020, in the estimated amount of \$372,000. The site concrete bid was within the authority of the Vice Chancellor for Finance and Administration and was approved.

Vee-Jay Contracting was deemed to be the lowest and best responsive submittal meeting all requirements of the specification, under the evaluation criteria previously listed. The original responses listed were submitted on the day of the bid opening; the contract amount represents the award after bid negotiation and value engineering with the recommended bidder. Therefore, Board ratification is requested for the award of a contract for the work to *Vee-Jay Contracting* in the total amount of **\$431,023.00**.

<u>Amount</u>	<u>Description</u>	<u>Contractor</u>	<u>Location</u>	<u>Fund Source</u>
\$371,181.	Stair Tower Concrete Work	Vee-Jay Contracting	FP	Certificates of Participation
\$59,842.	Site Concrete Work	Vee-Jay Contracting	FP	Certificates of Participation

**Original Responses:**

<b>Contractor</b>	<b>Location</b>	<b>Base Amount</b>
Vee-Jay Contracting	St. Louis, MO	\$537,419.00
Musselman and Hall Contracting LLC	Fenton, MO	\$743,153.00

**The following companies/organizations also received the solicitation:**

Drilling Service Company, Bridgeton, MO  
Geopier Foundation Company - Midwest, Kansas City, MO  
Hawkins Construction and Flatwork, O’Fallon, MO  
Kadilex Construction, Inc., Wood River, IL  
Kienstra Concrete, Bridgeton, MO  
L. Keeley Construction Company, St. Louis, MO  
Phillips Concrete Services, St. Louis, MO  
Roy Gittemeier Contractors, Inc., Wentzville, MO  
Subsurface Constructors, Inc., St. Louis, MO

Cross Rhodes Planroom, MO  
Tarlton Corporation Bid Opportunities Website, St. Louis, MO

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

**Agenda Item Details F 20 401, Stair Tower Work at Forest Park (Continued)**

**Contract F20 401I Details**

Request for Bid was issued June 25, 2019 to provide structural steel and metal railings for the new stair tower to be constructed after demolition of the A and B Towers of the East Wing. Eleven (11) contractors were contacted to provide proposals, in addition to the Cross Rhodes planroom and being listed on Tarlton's website. Cross Rhodes made an e-mail notification to local MBE/WBE/DBE businesses. The contract for the structural steel work was pre-approved by the Chancellor and Board officers in March, 2020, in the estimated amount of \$365,000. The metal railing bid will be awarded at a later date.

Kupferer Brothers was deemed to be the lowest and best responsive submittal meeting all requirements of the specification, under the evaluation criteria previously listed. The original responses listed were submitted on the day of the bid opening; the contract amount represents the award after bid negotiation and value engineering with the recommended bidder. Therefore, Board ratification is requested for the award of a contract for the work to ***Kupferer Brothers Ornamental Ironworks, Inc.*** in the amount of **\$363,446.00**.

<u>Amount</u>	<u>Description</u>	<u>Contractor</u>	<u>Location</u>	<u>Fund Source</u>
\$363,446.	Stair Tower Structural Steel	Kupferer Brothers	FP	Certificates of Participation

**Original Responses:**

<b>Contractor</b>	<b>Location</b>	<b>Base Amount</b>
Kupferer Brothers	St. Louis, MO	\$939,356.00
The Gateway Company	St. Louis, MO	\$982,366.00
Imperial Ornamental	Fenton, MO	\$1,267,362.00

**The following companies/organizations also received the solicitation:**

Acme Erectors, St. Louis, MO  
Ben Hur Construction Company, St. Louis, MO  
Blattner Steel Company, Cape Girardeau, MO  
Hillsdale Fabricators, St. Louis, MO  
Linder Enterprises, Mankato, MN  
Penn Services LLC, St. Louis, MO  
Trojan Iron Works, St. Louis, MO  
Weaver Steel Construction LLC, Wentzville, MO

Cross Rhodes Planroom, MO  
Tarlton Corporation Bid Opportunities Website, St. Louis, MO

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



**Agenda Item Details F 20 401, Stair Tower Work at Forest Park (Continued)**

**Contract F20 401J Details**

Request for Bid was issued June 25, 2019 to provide elevator construction for the new stair tower to be constructed after demolition of the A and B Towers of the East Wing. Five (5) contractors were contacted to provide proposals, in addition to the Cross Rhodes planroom and being listed on Tarlton's website. Cross Rhodes made an e-mail notification to local MBE/WBE/DBE businesses. The contract for the drilled piers and foundation work was pre-approved by the Chancellor and Board officers in March, 2020, in the amount of \$120,000.

Schindler Elevator was deemed to be the lowest and best responsive submittal meeting all requirements of the specification, under the evaluation criteria previously listed. The original responses listed were submitted on the day of the bid opening; the contract amount represents the award after bid negotiation and value engineering with the recommended bidder. Therefore, Board ratification is requested for the award of a contract for the work to *Schindler Elevator* in the amount of **\$120,000.00**.

<u>Amount</u>	<u>Description</u>	<u>Contractor</u>	<u>Location</u>	<u>Fund Source</u>
\$120,000.	Stair Tower Elevator Work	Schindler Elevator	FP	Certificates of Participation

**Original Responses:**

<b>Contractor</b>	<b>Location</b>	<b>Base Amount</b>
Schindler Elevator	St. Louis, MO	\$131,000.00
Thyssen Krupp	St. Louis, MO	\$140,900.00
KONE, Inc.	Olivette, MO	\$195,600.00

**The following companies/organizations also received the solicitation:**

Midwest Elevator Company Inc., St. Louis, MO  
Otis Elevator Company, Brentwood, MO

Cross Rhodes Planroom, MO  
Tarlton Corporation Bid Opportunities Website, 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 April 23, 2020 – STLCC Board of Trustees Regular Meeting

Category 16.5 Finance

Subject Bid Award – F 20 301 – Renovation of 3<sup>rd</sup> Floor Areas for Nursing Program at Wildwood – ICS Construction Services, Ltd.

Type Consent Agenda

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

**Initiator:** Bill Hubble

### **Background:**

The MO-EXCELS program is providing funding for the expansion of the nursing program at Meramec and Florissant Valley, and the creation of a nursing program at the Wildwood campus.

This contract will renovate five (5) spaces on the third floor of the building at Wildwood to create a simulation lab, nursing skills lab, practice areas, and office space for the new nursing program at Wildwood, as well as minor work for a nursing classroom and to relocate the Anatomy and Physiology lab.

Request for Bid was issued on February 4, 2020, to renovate areas on the 3<sup>rd</sup> floor of the building at Wildwood and nineteen (19) contractors were contacted to provide proposals, in addition to plan room organizations, and sub-contractors. This project was approved by the Board at its January 16, 2020 meeting, in the estimated amount of \$700,000.00. ICS Construction Services, Ltd. 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 *ICS Construction Services, Ltd.* in the amount of **\$542,920.00**.

Plans and specifications were created by the Physical Facilities/ Engineering and Design department and Christner architects.

<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Contractor</u></b>	<b><u>Location</u></b>	<b><u>Fund Source</u></b>
\$542,920.00	Renovation for Nursing Simulation Lab	ICS Construction Services	FV	MO-Excels Funding

### **Responses:**

<b>Contractor</b>	<b>Location</b>	<b>Base Amount</b>
ICS Construction Services, Ltd.	St. Louis, MO	\$542,920.00
Hof Construction	St. Louis, MO	\$559,000.00
BC Construction	Valley Park, MO	\$580,700.00
WB Construction (MBE)	St. Louis, MO	\$676,559.94

**Agenda Item Details** F 20 301, Renovation of 3<sup>rd</sup> Floor Areas for Nursing Program at Wildwood (Continued)

**The following companies/organizations also received the solicitation:**

A. Eilers Construction, Cottleville, MO  
Atlas Building Group, St. Charles, MO  
Brady Construction, St. Louis, MO  
Carrigan Construction, Wentzville, MO  
Interface Construction Corporation (MBE), St. Louis, MO  
John Kalicak Construction, St. Louis, MO  
Jackson Building Group, St. Louis, MO  
KAI Design Build (MBE), St. Louis, MO  
Kozeny-Wagner, Inc., Arnold, MO  
Lawlor Corporation, St. Louis, MO  
Raineri Construction (WBE), St. Louis, MO  
RG Ross Construction, St. Louis, MO  
Simms Building Group (MBE), St. Louis, MO  
Unified Contracting, (MBE) St. Louis, MO  
Wachter, Inc., 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 April 23, 2020 – STLCC Board of Trustees Regular Meeting  
Category 16.5 Finance  
Subject Bid Award – F 20 503 – Renovation for Nursing Simulation Lab at Florissant Valley – ICS Construction Services, Ltd.  
Type Consent Agenda  
Recommended Action The Board of Trustees adopt the resolution ratifying the bid award.

**Initiator:** Bill Hubble

### **Background:**

The MO-EXCELS program is providing funding for the expansion of the nursing program at Meramec and Florissant Valley, and the creation of a nursing program at the Wildwood campus.

This contract will create a simulation lab in an existing classroom and prep area, as well as renovate areas in the present skills lab and classroom areas to provide better use of these instructional areas.

Request for Bid was issued on January 28, 2020, to renovate areas on the 1<sup>st</sup> and 2<sup>nd</sup> floors of the Engineering building at Florissant Valley and eighteen (18) contractors were contacted to provide proposals, in addition to plan room organizations, and sub-contractors. This project was approved by the Board at its January 16, 2020 meeting, in the estimated amount of \$350,000.00. ICS Construction Services, Ltd. 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 *ICS Construction Services, Ltd.* in the amount of **\$297,230.00**.

Plans and specifications were created by the Physical Facilities/ Engineering and Design department and Christner architects.

<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Contractor</u></b>	<b><u>Location</u></b>	<b><u>Fund Source</u></b>
\$297,230.00	Renovation for Nursing Simulation Lab	ICS Construction Services	FV	MO-Excels Funding

### **Responses:**

<b>Contractor</b>	<b>Location</b>	<b>Base Amount</b>
ICS Construction Services, Ltd.	St. Louis, MO	\$297,230.00
BC Construction	Valley Park, MO	\$382,745.00

**Agenda Item Details F 20 503, Renovation for Nursing Simulation Lab at Florissant Valley  
(Continued)**

**The following companies/organizations also received the solicitation:**

A. Eilers Construction, Cottleville, MO  
Atlas Building Group, St. Charles, MO  
Brady Construction, St. Louis, MO  
Carrigan Construction, Wentzville, MO  
Interface Construction Corporation (MBE), St. Louis, MO  
John Kalicak Construction, St. Louis, MO  
Jackson Building Group, St. Louis, MO  
KAI Design Build (MBE), St. Louis, MO  
Kozeny-Wagner, Inc., Arnold, MO  
Lawlor Corporation, St. Louis, MO  
Raineri Construction (WBE), St. Louis, MO  
RG Ross Construction, St. Louis, MO  
Simms Building Group (MBE), St. Louis, MO  
Unified Contracting, (MBE) St. Louis, MO  
Wachter, Inc., St. Louis, MO  
WB Construction (MBE), 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 April 23, 2020 – STLCC Board of Trustees Regular Meeting

Category 16.5 Finance

Subject Amendment Ratification – A17-0299 Amendment #4 – Consulting Services for Cell and Radio Signal Boost at Forest Park – KAI Design Build

Type Consent Agenda

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

**Initiator:** Paul Zinck

### **Background:**

Plans and Specifications for construction of the Center for Nursing and Health Sciences were prepared by the KAI Design Build Team. After construction of the Center, existing cell phone and police radio signals were weak in some areas of the building. KAI was asked to study the issues and provide separate designs for both cell phone and radio coverage. The corrective actions are being bid through standard Procurement and Engineering and Design processes.

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 under \$75,000.

KAI is the architect of record for the Center for Nursing and Health Sciences. The recommended amount of the amendment was negotiated with KAI Design Build, based on the network of tasks required to perform the re-design, reduced by hourly fees that will not be expended from their original agreement. Therefore, Board ratification is requested for the award of an amendment to ***KAI Design Build*** in the negotiated amount of **\$27,225.00**

<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Consultant</u></b>	<b><u>Location</u></b>	<b><u>Fund Source</u></b>
\$27,225.00	Cell and Radio Signal Boost	KAI Design Build	FP	Certificates of Participation

### **Responses:**

<b>Consultant</b>	<b>Location</b>	<b>Base Amount</b>
KAI Design Build	St. Louis, MO	\$27,225.00

### **The following companies/organizations also received the solicitation:**

None

## Agenda Item Details

Meeting April 23, 2020 – STLCC Board of Trustees Regular Meeting

Category 16.5 Finance

Subject Amendment Ratification – A17-0300 Amendment #2 – Elevator Operator Services for Center for Nursing and Health Sciences at Forest Park – Tarlton

Type Consent Agenda

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

**Initiator:** Ken Kempf

### **Background:**

During construction of the Center for Nursing and Health Sciences, an operator was required for the elevator until final occupancy was awarded. Tarlton provided the operator, charging an hourly rate for the service.

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 under \$75,000.

Tarlton is the Construction Manager for the Center for Nursing and Health Sciences. The recommended amount of the amendment represents the hourly fees for providing the operator, at prevailing wage rates. The elevator contractor, KONE, was contractually responsible for providing the operator, so its contract was reduced by a like amount, making this change budget neutral. Therefore, Board ratification is requested for the award of an amendment to *Tarlton* in the amount of **\$47,265.00**

<u>Amount</u>	<u>Description</u>	<u>Consultant</u>	<u>Location</u>	<u>Fund Source</u>
\$47,265.00	Elevator Operator Charges	Tarlton	FP	Certificates of Participation

### **Responses:**

<b>Consultant</b>	<b>Location</b>	<b>Base Amount</b>
Tarlton	St. Louis, MO	\$47,265.00

### **The following companies/organizations also received the solicitation:**

None

**Agenda Item Details**

Meeting April 23, 2020 – STLCC Board of Trustees Regular Meeting  
Category 16.5 Finance  
Subject Amendment Ratification – A19-0314 NPN#07 Amendment #1 – Consulting Services for Additional Oversight at Forest Park – NPN  
Type Consent Agenda

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

**Initiator:** Ken Kempf

**Background:**

NPN Environmental Engineers were chosen to provide project oversight, air monitoring, and final clearances for the pre-demolition abatement of the A and B Tower sections of the East Wing. As additional asbestos containing materials were discovered by the abatement contractor, these materials were removed by issuance of change orders, requiring additional oversight and air monitoring on the part of this consultant.

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 under \$75,000.

The recommended amount of the amendment is based on an estimate of the hours required to provide the additional services. Final charges will be approved and verified by the College’s Engineering and Design department. Therefore, Board ratification is requested for the award of an amendment to *NPN* in the not to exceed amount of **\$60,000.00**

<u>Amount</u>	<u>Description</u>	<u>Consultant</u>	<u>Location</u>	<u>Fund Source</u>
\$60,000.00	Additional Over-Sight Service	NPN	FP	Certificates of Participation

**Responses:**

<b>Consultant</b>	<b>Location</b>	<b>Base Amount</b>
NPN	Fenton, MO	\$60,000.00

**The following companies/organizations also received the solicitation:**

None



## Agenda Item Details

Meeting April 23, 2020 – STLCC Board of Trustees Regular Meeting

Category 16.5 Finance

Subject Consulting Agreement ratification – A19-0305 CDI #01 – Retention Pond Study at Corporate College – Civil Design Incorporated

Type Consent Agenda

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

**Initiator:** John Duarte

### **Background:**

The existing retention pond at the Corporate College is leaking and in need of repair. CDI will study the existing conditions and provided recommended repairs with informal bid documents.

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 \$75,000.

Civil Design Incorporated was chosen from the College’s open-end consultant list due to their experience, availability, and past performance. Therefore, Board ratification is requested for the award of an agreement for the study and design services to *Civil Design Incorporated* in the negotiated amount of **\$6,570.00**

<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Contractor</u></b>	<b><u>Location</u></b>	<b><u>Fund Source</u></b>
\$6,570.00	Retention Pond Study	Civil Design Incorporated	Corporate	Capital/ Operating

### **Responses:**

<b>Consultant</b>	<b>Location</b>	<b>Base Amount</b>
Civil Design Incorporated (WBE)	St. Louis, MO	\$6,570.00

### **The following companies/organizations also received the solicitation:**

None

## Agenda Item Details

Meeting April 23, 2020 – STLCC Board of Trustees Regular Meeting

Category 16.5 Finance

Subject Consulting Agreement ratification – A19-0311 – Design of Baseball and Softball Field Repairs - IMEG

Type Consent Agenda

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

**Initiator:** Mike Overman

### **Background:**

The existing backstops and dugouts at the athletic fields at Meramec are in poor condition and in need of repair. IMEG will design new backstops, utilizing the preferred netting style backstop at both fields, relocate the baseball backstop to better meet NJCAA standards, design repairs to the dugouts and address erosion problems at the softball field. IMEG will provide construction documents for the repairs.

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 \$75,000.

IMEG was chosen from the College’s open-end consultant list due to their experience, availability, and past performance. Therefore, Board ratification is requested for the award of an agreement for the services to **IMEG** in the amount of **\$19,270.00**

<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Contractor</u></b>	<b><u>Location</u></b>	<b><u>Fund Source</u></b>
\$19,270.00	Design Services For Ballfields	IMEG	FV	Capital/ Operating

### **Responses:**

<b>Consultant</b>	<b>Location</b>	<b>Base Amount</b>
IMEG	St. Louis, MO	\$19,270.00

### **The following companies/organizations also received the solicitation:**

None

## Agenda Item Details

Meeting April 23, 2020 – STLCC Board of Trustees Regular Meeting

Category 16.5 Finance

Subject Consulting Agreement ratification – A19-0318 PRO #04 – Environmental Services for Floor Tile Abatement at Florissant Valley – Professional Environmental

Type Consent Agenda

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

**Initiator:** Ken Kempf

### **Background:**

The MO-EXCELS program is providing funding for the expansion of the nursing program at Meramec and Florissant Valley, and the creation of a nursing program at the Wildwood campus.

Asbestos abatement was needed in one of the areas be renovated at Florissant Valley for the nursing skills lab. Professional Environmental provided project oversight, air monitoring, and final clearances for the project.

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 \$75,000.

Professional Environmental was chosen from the College’s open-end consultant list due to their experience, availability, and past performance. Therefore, Board ratification is requested for the award of an agreement for the services to ***Professional Environmental*** in the amount of **\$1,271.96**

<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Contractor</u></b>	<b><u>Location</u></b>	<b><u>Fund Source</u></b>
\$1,271.96	Services for Tile Abatement	Professional Environmental	FV	MO-Excels Funding

### **Responses:**

<b>Consultant</b>	<b>Location</b>	<b>Base Amount</b>
Professional Environmental (MBE)	St. Louis, MO	\$1,271.96

### **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

### **Agreement between St. Louis Community College and UMB Bank**

It is recommended that the Board of Trustees approve the Organization Resolution and Agreement covering deposit accounts and related services between **St. Louis Community College** and **UMB Bank**. The agreement formalizes the manner in which the College has been operating with UMB Bank. Specifically, effective April 23, 2020 it authorizes **Paul Zinck, Vice Chancellor; Jill Houghton, Controller; Mark Swadener, Assistant Controller; and Keishauna Simms, Bursar**, to: (1) complete documents to open or maintain accounts, (2) sign for the collection of checks, (3) issue stop payment orders, wire transfers, automated clearing house (ACH) services, (4) obtain necessary electronic services (5) have access to devices that allow the College's accounts to be monitored, and (6) perform other day-to-day treasury management functions.

### **Ratification of Agreement between St. Louis Community College and BJC HealthCare**

It is recommended that the Board of Trustees ratify an agreement between **St. Louis Community College** and **BJC HealthCare** to donate personal protective equipment (PPE) and to temporarily loan eight (8) ventilators (Equipment) to the local hospital systems to use during the COVID-19 pandemic. As part of this agreement effective on April 1, 2020, BJC HealthCare has agreed to work in good faith with STLCC to return the Equipment in good working order to STLCC when the Equipment is no longer needed by BJC HealthCare.

# ORGANIZATION RESOLUTIONS AND AGREEMENT

UMB i1120001 (R 03/2018)

## Commercial Deposit Accounts and Related Services; Borrowing

**Full Legal Name of Organization:** St. Louis Community College  
 (the "**Organization**") is a Public Funds (insert type of entity) organized and existing under the laws of the State of Missouri.

**The Federal Tax Identification Number of Organization is:** 43-0786590.

The undersigned officer of the Organization certifies to UMB Bank, N. A. (the "**Bank**") as follows:

1. **Recordkeeper.** I am the Secretary or Assistant Secretary, or officer, partner, owner, principal, manager, member or other individual having lawful custody of the official records of the Organization. I am duly authorized by the official records of the Organization to provide and execute these Resolutions and Agreement to the Bank on behalf of the Organization.
2. **Resolution and Agreement.** At a meeting of the governing body of the Organization duly held on (insert date) \_\_\_\_\_, 2\_\_\_\_ and at which a quorum was present and acting throughout, or pursuant to the unanimous written consent of its members, the following Resolutions and Agreement were duly adopted and approved and are currently in full force and effect, and has not been amended or rescinded.
3. **Authorized Signers.** Each individual identified below is an officer and Authorized Signer of the Organization and is duly authorized to exercise the powers that are described either in section 4.A., and/or section 4.B., and/or section 4.C. below and granted as specified beside his/her specimen signature.

NAME	TITLE OR POSITION	SPECIMEN SIGNATURE	POWERS GRANTED (A,B AND/OR C)
Paul Zinck	Vice Chancellor	[REDACTED]	A,B
Mark Swadener	Asst. Controller	[REDACTED]	A,B
Jill Houghton	Controller	[REDACTED]	A,B
Keishauna Simms	Bursar	[REDACTED]	A,B

4. **Powers Granted.** The Organization has granted to each Authorized Signer one or more of the following powers specified in the **Powers Granted** space adjacent to the respective Authorized Signer's specimen signature above:

**A. Establishing and Maintaining Deposit Accounts.** This Authorized Signer is duly authorized and given the power by the Organization to establish and maintain with the Bank one or more checking, savings, and/or time deposit accounts denominated in the name of and owned by the Organization (each an "**Account**") as determined from time to time by this Authorized Signer. Each Account is governed by the terms and provisions of the Bank's deposit account agreement (and the documents referred to therein as "**Supplemental Disclosures**") as amended by the Bank from time to time.

Each Authorized Signer having this power to establish and maintain deposit accounts acting alone has the authority, on behalf of the Organization and in its name, to: (1) sign and deliver any application, signature card, or other document required by the Bank to establish or maintain any Account, and to close any Account; (2) sign or endorse for deposit or collection checks, drafts, acceptances, time deposit receipts, and any other orders for the payment of money by the Organization (and the Bank is hereby authorized and directed to honor the same, regardless of whether such items are payable to the order of the individual signing or countersigning the same, or

## ORGANIZATION RESOLUTIONS AND AGREEMENT

whether such items are deposited to the credit of the individual signing or countersigning the same or to the credit of any officer, employee or other Authorized Signer); (3) issue stop payment orders with respect to any item drawn on any Account; (4) obtain from the Bank such services as may be available from time to time that provide electronic, telephonic, computer or other form of information access to any Account; and (5) obtain from the Bank one or more debit cards for the purpose of making electronic fund transfers to or from any Account that permits such access. Endorsements of items made payable to the Organization also may be made by typing, writing or stamping the name of the Organization without adding the name of any individual below that signature.

The Authorized Signer also is duly authorized and given the power by the Organization to appoint and duly authorize one or more officers and/or employees of the Organization solely to issue and sign checks and drafts drawn on the Account on behalf of the Organization (each a "**Check Signer**"). The Bank is hereby requested, authorized and directed to honor checks, drafts or other orders for the payment of money drawn in the Organization's name when bearing or purporting to bear the facsimile signature of this Authorized Signer or of an individual identified as a Check Signer on the Organization's signature card for an Account, and the Bank also is entitled to honor all such checks, drafts or other orders, regardless of by whom or by what means the facsimile signature thereon may have been affixed, if such facsimile signature resembles the facsimile specimen(s) duly certified to or filed with the Bank by this Authorized Signer.

**B. Additional Banking Services.** As used in these Resolutions and Agreement, the term "**Additional Banking Services**" includes, *but is not limited to*: (a) wire transfer of funds services; (b) automated clearing house (ACH) services; (c) lockbox or remote deposit services; (d) obtaining one or more access devices issued by the Bank as a means of accessing the Account(s) including, but not limited to, any card, PIN, code, program or Additional Banking Service that will allow such access for the purpose of obtaining information or to initiate electronic funds transfers to or from an Account, and to request the Bank to issue such access devices to other representatives of the Organization whether or not such other representative is identified in section 3 above; (e) cash or vault services; (f) the purchase or sale of foreign currencies on behalf of the Organization; (g) the investment of funds from the Account(s) into such investments as the Authorized Signer deems appropriate, regardless of whether such investments are offered by the Bank or its affiliates, and whether or not the investments are FDIC-insured; and (h) such other Additional Banking Service(s) as the Bank may offer and the Authorized Signer may request from time to time.

This Authorized Signer is duly authorized and given the power (i) to engage in Additional Banking Services on behalf of the Organization and in its name, to enter into, sign, modify, amend or terminate agreements with the Bank (which may include master agreements) for Additional Banking Services in connection with any Account(s), and (ii) to take any actions or enter into any other agreements and provide whatever instructions or documents relating to any Additional Banking Service as the Bank may require, upon such terms and conditions as this Authorized Signer deems appropriate, and to approve the security procedures and other terms and conditions that become part of such agreement.

This Authorized Signer also is duly authorized and given the power to approve, execute, deliver, amend or cancel one or more service requests (each a "**Service Request**") specifying one or more Additional Banking Services requested by the Organization, authorizing one or more individuals as security administrators for the Organization with respect to an Additional Banking Service, each of such security administrators being authorized on behalf of the Organization to grant, modify and delete identification codes, authorization or access levels for any individual as service representative for the Organization who can access Account(s) and the functions that any such service representative may perform using such Additional Banking Service, to remove such security administrators as this Authorized Signer deems appropriate; and to name or remove one or more service representatives who are authorized to: (1) initiate, confirm, amend, and cancel payment orders or fund transfers (including automated clearing house transfers) as specified in the Service Request, whether or not the individual named in such Service Request is an Authorized Signer identified in section 3 above; and (2) issue or amend instructions related to any Additional Banking Service.

**C. Borrowing Authority.** Any NA (**NA**) of these Authorized Signers (*insert required number in print and numeral*) is/are duly authorized and given the power by the Organization to: (i) borrow sums of money from the Bank from time to time on behalf of and in the name of the Organization in such amounts, for such periods of time, and upon such terms as this/these Authorized Signer(s) may deem advisable; (ii) execute on

## ORGANIZATION RESOLUTIONS AND AGREEMENT

behalf of the Organization any guaranty of the obligations of other persons or entities to the Bank; and to execute for and on behalf of the Organization promissory notes, bonds, debentures, other evidences of indebtedness, loan agreements, line of credit agreements, letter of credit agreements, or other similar agreements or guaranties in such form and text as this Authorized Signer may determine; (iii) pledge, hypothecate, mortgage or in any manner encumber or create a lien upon any property of the Organization; (iv) deliver such documents and property to the Bank, whether real or personal, tangible or intangible and including, but not limited to, shares of stock, bonds, debentures, promissory notes, accounts receivable, or other property, upon such terms and conditions as this Authorized Signer may deem advisable to secure payment of sums of money borrowed by the Organization from the Bank or to secure any such guaranty of the obligations of any third party executed on behalf of the Organization; and (v) amend or modify any of the authorities and documents described in clauses (i) through (iv).

This Authorized Signer having borrowing authority, acting alone, also may delegate to any other representative of the Organization the power to borrow money on behalf of the Organization from time to time under any loan agreement, line of credit agreement, letter of credit agreement or other agreement previously approved in accordance with this authorization, even if the individual to whom such authority to borrow money is delegated is not named in these Resolutions and Agreement.

5. **Changes to Authorized Signer(s).** The Organization agrees that the undersigned individual executing these Resolutions and Agreement on behalf of the Organization, or any individual designated in writing by the undersigned to the Bank, is authorized to certify the names and signatures of those individuals authorized to act on behalf of the Organization under the foregoing Resolutions and Agreement and, from time to time hereafter, to certify any change in the identity of said Authorized Signer(s) and/or Check Signer(s) or to add or delete any Authorized Signer and/or Check Signer, and the undersigned or such designee of the undersigned shall immediately report, furnish and certify such changes to the Bank and submit to the Bank a new signature card, incumbency certificate or other document on behalf of the Organization reflecting such changes as the Bank may require in order to make such change(s) effective.
6. **Bank's Right to Rely on These Resolutions and Agreement.** The undersigned further certifies that the foregoing Resolutions and Agreement are in conformity with the governing documents of the Organization, and the Bank is authorized to rely on and to continue to honor the instructions of and authorizations given by any Authorized Signer(s) identified herein or as subsequently certified to the Bank as described above until the Bank shall have been notified in writing by the undersigned or his/her designee of any amendment or revocation of such instruction or authorization and the Bank shall have had a reasonable period of time to act on such notification. The Organization agrees and acknowledges that neither the Federal Electronic Fund Transfer Act (15 U.S.C. Section 1693 and following) nor Regulation E (12 C.F.R. Part 205) are applicable to any debit card or other access device issued by the Bank to the Organization in connection with any Additional Banking Service. The Organization hereby indemnifies and holds the Bank harmless against any loss, cost, damage, or expense suffered or incurred by the Bank arising out of or in any way related to the Bank's reliance in good faith on the terms and provisions of these Resolutions and Agreement.
7. **Incumbency Certificate.** The undersigned "Recordkeeper" for the Organization certifies that each individual identified in section 3 above as an Authorized Signer is an employee or officer of the Organization and currently holds the office/title specified beside his/her name, and that the specimen signature adjacent thereto is the valid signature of such individual.

### **Guidelines for executing the following signature boxes for Organizations that are U.S. legal entities:**

- **Corporation:** The undersigned **Recordkeeper** described in Section 1 above and executing these Resolutions and Agreement below in the **Recordkeeper** box should be the corporate secretary or assistant secretary of the corporation. The **Additional Officer** may be the Chairperson, President, Chief Executive Officer, Treasurer, Chief Financial Officer, or a Board member, and must execute these Resolutions and Agreement in the **Additional Officer** box.
- **Partnership, Limited Liability Partnership, Limited Liability Company, or Sole Proprietor:** All general partners, all members (if a limited liability company), or the sole proprietor must sign below, unless the Organization's governing documents specify that a manager, managing general partner, or other individual may so act. ***In any event, a second officer of the general partner or***



# ORGANIZATION RESOLUTIONS AND AGREEMENT

member (if a limited liability company) **must sign in the Additional Officer box**. Sole proprietorships or single member limited liability companies do not require a second signature.

- **Governmental Entity:** The Treasurer must sign these Resolutions and Agreement below in the **Recordkeeper** box, unless the Organization's charter specifies otherwise. The entity's Chairperson, Vice Chairperson, or equivalent officer, or in-house Legal Counsel must sign in the **Additional Officer** box.

## SIGNATURE REQUIRED

### RECORDKEEPER

Name: \_\_\_\_\_  
(Type or print)

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

Title: \_\_\_\_\_

In witness whereof, I have signed my name to these Resolutions and Agreement as the Recordkeeper described in Section 1 above and, if appropriate and required, applied the seal of the Organization as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## SIGNATURE REQUIRED

### ADDITIONAL OFFICER

Name: **Paul Zinck**  
(Type or print)

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

Title: **Vice Chancellor**

(Affix seal here if required by Organization's governing documents.)

### **Additional Signatures of Members, Partners or Other Required Individuals**

Each of the undersigned individuals, being a member, general partner, or other person required under the governing documents of the Organization to approve the foregoing Resolutions and Agreement, hereby consents to the adoption thereof.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

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*Title*

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*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

## *Academic Affairs*

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 X** 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.

### **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.

<b>Participant</b>	<b>Program</b>	<b>Effective Date</b>
UMSL-Center for Behavioral Health	Behavioral Health Support	12/10/19
Bayonne Physical Therapy	Physical Therapist Assistant	01/29/20
Archway Memorial Chapel	Funeral Services	01/23/20
Gateway to Hope	Community Health Worker	12/10/19
Health Works!	Health Sciences Division	01/31/20
Indy Pediatric Occupational Therapy	Occupational Therapy Assistant	02/14/20
Chestnut Health Systems	Human Services	01/19/20
Physician Groups, LC – BJC Network	Medical Assistant	11/05/19
Fairview Heights Medical Group, SC BJC Illinois Network	Medical Assistant	11/05/19

Sunset Healthcare/Reliant Pro Rehab, LLC	Occupational Therapy Assistant	01/06/20
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## ***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 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.

### **Ratification of Direct Pay Agreements**

<b><u>Funding Source</u></b>	<b><u>Title of Program and/or Purpose</u></b>	<b><u>Campus</u></b>	<b><u>Date</u></b>	<b><u>Amount</u></b>
BJC Healthcare Missouri Baptist Medical Center	Provide a Patient Care Technician (PCT) training program.  <b>Manager: Hart Nelson</b>	Workforce Solutions Group	April 6, 2020 through June 5, 2020	\$44,800
Engineered Lubricants	Provide “Creating a Great Culture at Work (or Wherever You Are)” training.  <b>Manager: Hart Nelson</b>	Workforce Solutions Group	February 18, 2020 through June 15, 2020	\$3,450
Floorlayer’s Joint Apprenticeship Training Program, Carpet, Linoleum, Hardwood and Resilient Tile Layers Local Union 1310 Training Fund	Provide training and instructional services support in the technical training area.  <b>Manager: Hart Nelson</b>	Workforce Solutions Group	July 1, 2019 through June 30, 2020	<i>Employer</i> \$46,800 <i>DESE</i> \$45,000 <i>STLCC</i> \$2,080
KSDK	Provide leadership development training.  <b>Manager: Hart Nelson</b>	Workforce Solutions Group	February 13, 2020 through June 30, 2020	\$3,000

## ***Workforce Solutions Group***

<b><u>Funding Source</u></b>	<b><u>Title of Program and/or Purpose</u></b>	<b><u>Campus</u></b>	<b><u>Date</u></b>	<b><u>Amount</u></b>
Mechanical Contractors Association of Eastern Missouri	Provide Excel 2016 for Business training. <b>Manager: Hart Nelson</b>	Workforce Solutions Group	February 27, 2020 through December 31, 2020	\$4,050
St. Louis Children's Hospital	Provide a Patient Care Technician (PCT) training program. <b>Manager: Hart Nelson</b>	Workforce Solutions Group	May 11, 2020 through July 17, 2020	\$32,000

### **Contracts and/or Agreements:**

#### **Agreement between St. Louis Community College and the Missouri Dental Association**

It is recommended that the Board of Trustees ratify a License Agreement between St. Louis Community College and the Missouri Dental Association to provide non-credit Expanded Functions Dental Assistants Curriculum training for both dental assistants and hygienists commencing on January 1, 2020.

During the Feb 20, 2020 Board of Trustees Meeting, the Board authorized the Chancellor to approve new hires, reclassifications, reorganization, contracts & bid awards beginning Feb 21 and ending Mar 5, 2020 prior to ratification at the April 23, 2020 meeting with approval of the Chair and Vice Chair.

*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 A** 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 Automotive Vehicle Inspection and Light Maintenance Certificate of Specialization degree program submitted by the District Curriculum Committee**

Program: Automotive Vehicle Inspection and Light Maintenance  
Certificate of Specialization

Effective: Fall 2020 pending CBHE approval

**Impact Statement**

This program is being created to meet current industry standards and to align with the Automotive Service Excellence (ASE) accreditation task list.

<b>Automotive Vehicle Inspection and Light Maintenance</b>		
<b>Courses</b>		<b>Credits</b>
AUT 101	Automotive Fundamentals and Service Information	3
AUT 103	Automotive Vehicle Inspection and Light Maintenance	3
AUT 105	Automotive Maintenance and Service	3
AUT 107	Automotive Steering and Suspension Service	3
<b>Program total credits</b>		<b>12</b>

**◆The college recommends that the Board of Trustees approve the revision of the Automotive Service Certificate of Specialization degree program submitted by the District Curriculum Committee**

Program: Automotive Service  
Certificate of Specialization

Effective: Spring 2021 pending BOT approval

**Impact Statement**

This program is being updated to meet current industry standards and to align with the Automotive Service Excellence (ASE) accreditation task list.

<b>Current Program</b>			<b>Revised Program</b>		
<b>Courses</b>		<b>Credits</b>	<b>Courses</b>		<b>Credits</b>
AUT 150	Automotive Fuel Systems	3	AUT 101	Automotive Fundamentals and Service Information	3
AUT 151	Automotive Engine Operation	3	AUT 110	Automotive Electrical Principles	3
AUT 156	Automotive Electricity	3	AUT 112	Automotive Brake Systems Service and Diagnosis	3
AUT 168	Automotive Vehicle Inspection	3	AUT 114	Automotive Engine Repair and Diagnosis	3
AUT 169	Automotive Braking Systems	3	AUT 116	Automotive Powertrain Controls	3
Select one of the following electives:		3			
ENG 101	College Composition I (MOTR ENGL 100)				
MTH 124	Technical Mathematics I				
COM 101	Oral Communication I (MOTR COMM 100)				
<b>Program total</b>		<b>18 credits</b>	<b>Program total</b>		<b>15 credits</b>

**◆The college recommends that the Board of Trustees approve the revision of the Biotechnology Associate in Applied Science degree program submitted by the District Curriculum Committee**

Program: Biotechnology  
Associate in Applied Science

Effective: Fall 2020 pending BOT approval

**Impact Statement**

This program is being revised to keep the Biotechnology program current with industry needs, as well as to benefit students by offering additional skills that will improve their eligibility for employment in a biological research laboratory.

Current Program			Revised Program		
Courses		Credits	Courses		Credits
ENG 101	College Composition I (MOTR ENGL 100)	3	ENG 101	College Composition I (MOTR ENGL 100)	3
MTH 160	Precalculus Algebra (MOTR MATH 130)	4	MTH 160	Precalculus Algebra (MOTR MATH 130)	4
COM 101	Oral Communication I (MOTR COMM 100)	3	XXX xxx	Social & Behavioral Sciences: Civics Requirement	3
CHM 105	General Chemistry I (MOTR CHEM 150L)	5	CHM 105	General Chemistry I (MOTR CHEM 150L)	5
XXX xxx	Missouri State Requirement	3	BIO 140	Principles of Biology I (MOTR BIOL 150L)	5
XXX xxx	Social Science Elective	3	BIO 157	Good Laboratory Practices, Compliance, and Bioinformatic Principles	3
XXX xxx	Physical Education Activity	2	BIO 104	Basic Laboratory Methods for Biotechnology	3
BIO 104	Basic Laboratory Methods for Biotechnology	3	BIO 152	Quantitative Methods in Biotechnology	2
BIO 140	Principles of Biology I (MOTR BIOL 150L)	4	BIO 228	Research and Presentation Skills for the Life Sciences	2
BIO 152	Quantitative Methods in Biotechnology	2	BIO 218	Microbiology for Biotechnology	4
BIO 218	Microbiology for Biotechnology	4	BIO 219	Biotechnology I	5
BIO 219	Biotechnology I	5	BIO 220	Biotechnology II	5
BIO 220	Biotechnology II	5	BIO 221	Workplace Learning: Biotechnology	3
BIO 221	Workplace Learning: Biotechnology	3	BIO 226	Advanced Topics in Biotechnology (three sections required)	3



BIO 225	Genetics	5		BIO 226	Advanced Topics in Biotechnology (three sections required)	3
BIO 226	Advanced Topics in Biotechnology (two sections required)	3		BIO 226	Advanced Topics in Biotechnology (three sections required)	3
BIO 226	Advanced Topics in Biotechnology (two sections required)	3		CHM 106	General Chemistry II	5
CHM 106	General Chemistry II	5				
GE 101	Technical Computer Applications	3				
PHL 109	Bio-Medical Ethics	3				
<b>Program total</b>		<b>71 credits</b>		<b>Program total</b>		<b>61 credits</b>

**◆The college recommends that the Board of Trustees approve the Engineering Technology Associate in Applied Science degree program submitted by the District Curriculum Committee**

Program:       Engineering Technology  
                   Associate in Applied Science

Effective:      Fall 2020 pending CBHE approval

**Impact Statement**

The Engineering Technology AAS will replace the Computer Integrated Manufacturing and Electrical/electronic Engineering Technology programs. This will result in a single AAS for the stackable certificates in the Engineering and Technology department to pursue.

<b>Engineering Technology</b>		
<b>Courses</b>		<b>Credits</b>
ENG 101	College Composition I (MOTR ENGL 100)	3
MTH 140	Intermediate Algebra	3
BIO 109 <i>OR</i>	Human Biology (MOTR LIFS 100)	3
PSI 101	Physical Science (MOTR PHYS 110)	
COM 101 <i>OR</i>	Oral Communication I (MOTR COMM 100)	3
COM 107 <i>OR</i>	Public Speaking (MOTR COMM 110)	
COM 201	Interpersonal Communication (MOTR COMM 120)	
XXX xxx	Social & Behavioral Sciences: Civics Requirement	3
GE 131	Engineering Technology Orientation	1
GE 101	Technical Computer Applications	3
GE 135	Blueprint Reading for Engineering Technicians	2
EE 134	Electric Circuits	6
GE 240	Product Design and Fabrication	4
Elective Hours	Elective hours are to be taken from CE, EE, EGR, ESC, GE, ME, QC prefixes or IT 101, IT 201 based around the desired Engineering Technician specialization	29
	<b>Program total credits</b>	<b>60</b>

**◆The college recommends that the Board of Trustees approve the revision of the General STEM Transfer Studies Associate in Science degree program submitted by the District Curriculum Committee**

Program: General STEM Transfer Studies  
Associate in Science

Effective: Fall 2020 pending CBHE approval

**Impact Statement**

This general transfer studies degree is designed for students who plan to transfer to a four-year college or university and major in one of the traditional STEM areas of science, technology, engineering, or math.

<b>General STEM Transfer Studies</b>		
<b>Courses</b>		<b>Credits</b>
MTH 210	Analytic Geometry and Calculus I	5
ENG 101 <i>OR</i>	College Composition I (MOTR ENGL 100)	3
ENG 102 <i>OR</i>	College Composition II (MOTR ENGL 200)	
ENG 103	Report Writing (MOTR ENGL 110)	
Natural Science	Students must complete seven (7) credit hours.	7
XXX xxx	Social & Behavioral Sciences: Civics Requirement	3
Electives	Electives in science, technology, engineering, and math are recommended to fulfill requirements of a 4-yr program. Elective credits within the General STEM AS degree allow the student to begin working toward an academic major by selecting courses within in a STEM discipline or to explore various STEM subjects at an introductory level. Students should consult their transfer institution and/or work with an advisor for best course options.	42
<b>Program total credits</b>		<b>60</b>

**◆The college recommends that the Board of Trustees approve the revision of the IT Help Desk/End User Support Certificate of Proficiency degree program submitted by the District Curriculum Committee**

Program: IT Help Desk/End User Support  
Certificate of Proficiency

Effective: Fall 2020 pending CBHE approval

**Impact Statement**

This program is being updated to meet the needs of industry partners who have provided feedback on current industry standards and workforce needs.

<b>Current Program</b>			<b>Revised Program</b>		
<b>Courses</b>		<b>Credits</b>	<b>Courses</b>		<b>Credits</b>
IT 102	Desktop Software Support - CompTIA A+ Core 2 (Software)	3	IT 102	Desktop Software Support - CompTIA A+ Core 2 (Software)	3
IT 103	Help Desk Principles	3	IT 103	Help Desk Principles	3
IS 130	Hardware Support - CompTIA A+ Core 1 (Hardware)	3	IS 130	Hardware Support - CompTIA A+ Core 1 (Hardware)	3
IS 151	Computer Applications in Business	4	IS 151	Computer Applications in Business	4
IT 101	Cisco Networking Academy I: Introduction to Networks	5	IS 237	Fundamentals of Information Assurance/Security - CompTIA Security+	3
IS 237	Fundamentals of Information Assurance/Security - CompTIA Security+	3	IS 229 <i>OR</i>	Unix/Linux I	3
IS 291 <i>OR</i>	Workplace Learning: Information Systems	3	IS 291	Workplace Learning: Information Systems	
IS 229	Unix/Linux I		IT 101	Cisco Networking Academy I: Introduction to Networks	5
<b>Program total</b>		<b>24 credits</b>	<b>Program total</b>		<b>24 credits</b>

**◆The college recommends that the Board of Trustees approve the revision of the Software Developer Associate in Applied Science degree program submitted by the District Curriculum Committee**

Program: Software Developer  
Associate in Applied Science

Effective: Fall 2020 pending BOT approval

**Impact Statement**

This program is being updated to meet the revised Association for Computing Machinery guidelines and the needs of industry partners who have provided feedback on current industry standards and workforce needs.

Current Program			Revised Program		
Courses		Credits	Courses		Credits
ENG 101	College Composition I (MOTR ENGL 100)	3	ENG 101	College Composition I (MOTR ENGL 100)	3
ENG 102 <i>OR</i>	College Composition II (MOTR ENGL 200)	3	ENG 103 <i>OR</i>	Report Writing (MOTR ENGL 110)	3
ENG 103	Report Writing (MOTR ENGL 110)		ENG 102	College Composition II (MOTR ENGL 200)	
MTH 160	Precalculus Algebra (MOTR MATH 130)	4	Mathematics Requirement: Choose One		3-4
XXX xxx	Natural Science/Math Elective	3	MTH 180	Introductory Statistics (MOTR MATH 110)	
XXX xxx	Social & Behavioral Sciences: Civics Requirement	3	MTH 160	Precalculus Algebra (MOTR MATH 130)	
XXX xxx	Social Science Elective	3	XXX xxx	Social & Behavioral Sciences: Civics Requirement	3
XXX xxx	Physical Education Activity	2	COM 103 <i>OR</i>	Small Group Communication (MOTR COMM 125)	3
IS 112	Software and Hardware Architecture	3	COM 112 <i>OR</i>	Argumentation and Debate (MOTR COMM 220)	
IS 139	Web Publishing	3	COM 201 <i>OR</i>	Interpersonal Communication (MOTR COMM 120)	
IS 225	Database Management	4	PSY 200 <i>OR</i>	General Psychology (MOTR PSYC 100)	
IS 229	Unix/Linux I	3	PHL 102	Introduction to Logic (MOTR PHIL 101)	
IS 241	Systems Analysis and Design	3	IS Elective: Choose One		1
IS 237	Fundamentals of Information Assurance/Security - CompTIA Security+	3	IS 101	Keyboarding	
IS 153 <i>OR</i>	C# Programming I	4	IS 123	Introduction to Windows	
IS 187	Java Programming I		IS 136	Internet Fundamentals	

<b>Select one of the following options:</b>		8	IS 165	Computer Applications- Microsoft Project	
<i>C# Language</i>					
IS 253 <i>AND</i>	C# Programming II		IS 120	Introduction to Excel	1
IS 283	and C# Programming III		IS 112	Software and Hardware Architecture	3
<i>Java Language</i>			IS 139	Web Publishing	3
IS 287 <i>AND</i>	Java Programming II		IS 153 <i>OR</i>	C# Programming I	4
IS 288	and Java Programming III		IS 187 <i>OR</i>	Java Programming I	
<b>Select one of the following focus areas:</b>		12	IS 167	C++ Programming I	
<i>Language</i>			IS 225	Database Management	4
IS 290 <i>OR</i>	C# Frameworks: .NET Web App Framework		IS 229	Unix/Linux I	3
IS 294	Java Frameworks: Struts and Hibernate		IS 237	Fundamentals of Information Assurance/Security - CompTIA Security+	3
Select 9 credit hours of approved IS electives			IS 280	Python	3
<i>Web</i>			IS 241	Systems Analysis and Design	3
IS 141	Graphics for the Web		<b>Select one of the following options:</b>		8
IS 265	Web Scripting Technologies		<i>C# Language</i>		
IS 142	Web Development I		IS 253 <i>AND</i>	C# Programming II	
Select 3 credit hours of approved IS electives			IS 283	C# Programming III	
<i>Database</i>			<i>Java Language</i>		
IS 240	SQL and Database Development		IS 287 <i>AND</i>	Java Programming II	
IS 257	Big Data Analytics		IS 288	Java Programming III	
IS 268 <i>OR</i>	SQL Server Programming		<i>C++ and Analytics</i>		
IS 273 <i>OR</i>	Course IS 273 Not Found		IS 267	C++ Programming II	
IS 276	Oracle Programming		IS 257 <i>AND</i>	Big Data Analytics	
Select 3 credit hours of approved IS electives			IS 165	Computer Applications- Microsoft Project	
			<b>Select one of the following focus areas:</b>		9
			<i>Language</i>		
			IS 290 <i>OR</i>	C# Frameworks: .NET Web App Framework	
			IS 294 <i>OR</i>	Java Frameworks: Struts and Hibernate	
			IS 296	Java Frameworks: Spring	

			IS 265	Web Scripting Technologies	
			<i>Select 3 credit hours of approved IS electives</i>		
			IS 285	Excel for Data Analytics	
			IS 165	Computer Applications- Microsoft Project	
			IS 291	Workplace Learning: Information Systems	
			IS 294	Java Frameworks: Struts and Hibernate	
			IS 296	Java Frameworks: Spring	
			IT 121	Secure E-Commerce	
			<b>Web</b>		
			IS 141	Graphics for the Web	
			IS 265	Web Scripting Technologies	
			<i>Select one of the following:</i>		
			IS 142	Web Development I	
			IS 290	C# Frameworks: .NET Web App Framework	
			IS 291	Workplace Learning: Information Systems	
			IT 121	Secure E-Commerce	
			<b>Database</b>		
			IS 240	SQL and Database Development	
			IS 257	Big Data Analytics	
			<i>Select one of the following:</i>		
			IS 285	Excel for Data Analytics	
			IS 268	SQL Server Programming	
			IS 276	Oracle Programming	
			IS 291	Workplace Learning: Information Systems	
			IT 121	Secure E-Commerce	
			IS 165	Computer Applications- Microsoft Project	
<b>Program total</b>			<b>64 credits</b>	<b>Program total</b>	<b>60-61 credits</b>

## HUMAN RESOURCES AGENDA SUMMARY

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IT APPOINTMENTS	2
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PROBATIONARY TO NON-PROBATIONARY / CLASSIFIED STAFF	1
RESIGNATIONS/ADMINISTRATIVE/PROFESSIONAL STAFF	4
RESIGNATIONS/CLASSIFIED STAFF	3

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 B.

FURTHER RESOLVED, that, where appropriate, the Chair of the Board of Trustees or their 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**

<b>NAME</b>	<b>CURRENT/NEW EMPLOYEE</b>	<b>LOC</b>	<b>TITLE</b>	<b>RANGE</b>	<b>PAY RATE</b>	<b>COMMENTS</b>	<b>EFFECTIVE DATE</b>
Bemin, Sharmell	Current Employee	FP	Project Associate II	PU-8	\$43,000.00	Replacement	03/12/2020
Pope, Kamille	New Employee	CO	Donor Relations & Major Gifts Coord	PU-10	\$54,000.00	Replacement	03/30/2020
Berry, Alicia	Current Employee	FV	Child & Family Development Spec II	PU-8	\$40,619.00	Reclassification	04/01/2020
Simms, Keishauna	Current Employee	CO	Temporary-Bursar	P-10	\$49,143.00	Replacement-Temp	04/01/2020

**APPOINTMENTS / CLASSIFIED STAFF**

<b>NAME</b>	<b>CURRENT/NEW EMPLOYEE</b>	<b>LOC</b>	<b>TITLE</b>	<b>RANGE</b>	<b>PAY RATE</b>	<b>COMMENTS</b>	<b>EFFECTIVE DATE</b>
King, Roscoe	Current Employee	WW	Housekeeper	N/A	\$13.66/HR	Transfer Only	03/12/2020
McCullough, LaMarril	Current Employee	MC	Housekeeper	N/A	\$17.50/HR	Transfer Only	03/12/2020
Watson, Terry	Current Employee	SC	Housekeeper	N/A	\$17.50/HR	Transfer Only	03/12/2020
Williams, Deborah	Current Employee	MC	Housekeeper	N/A	\$13.66/HR	Transfer Only	03/12/2020
Fowler, Cheryl	Current Employee	CO	Compensation Representative	C-6	\$37,500.00	Replacement	03/12/2020
Baker, Patrick	New Employee	FP	Educational Assistant II	CU-6	\$40,830.00	Replacement	03/16/2020
McClelland, Samantha	New Employee	FV	Secretary	CU-4	\$32,386.00	Replacement	03/16/2020
Bush, Tiffany	New Employee	FP	Admin Ast, Campus VP-Student Affairs	C-7	\$39,700.00	Replacement	03/24/2020
King, Cody	New Employee	FP	General Maintenance Mechanic	N/A	\$29.47/HR	Replacement	04/06/2020

**IT APPOINTMENTS**

<b>NAME</b>	<b>CURRENT/NEW EMPLOYEE</b>	<b>LOC</b>	<b>TITLE</b>	<b>RANGE</b>	<b>PAY RATE</b>	<b>COMMENTS</b>	<b>EFFECTIV EDATE</b>
Laurent, Anthony	New Employee	MC	DW-Support Technician I	CU-6	\$37,087.00	Replacement	03/02/2020
Jackson, Paul	New Employee	FP	Media Specialist	CU-7	\$39,805.00	Replacement	03/09/2020

## ADDITIONAL COMPENSATION / PROFESSIONAL STAFF

NAME	LOC	TITLE	BASE RATE	PAY RATE	EFFECTIVE DATE
Edgar, Sylvia	CO	Staff Attorney	\$84,048.00	\$92,453.00*	03/01/2020***
Herrera, Katrina	CO	Banner Processing System Specialist	\$56,795	\$62,475.00*	02/24/2020-06/30/2020***
Meaders-Booth, Jacqueline	FP	Manager, Career & Employee Services	\$62,743.00	\$69,017.00*	03/01/2020-06/30/2020***
King, Nikki	CO	HRIS Lead	\$74,460.00	\$78,183.00**	03/25/2020-5/31/2020

\*Reflects a 10% increase

\*\*Reflects a 5% increase

\*\*\* Or until position is filled

## PROBATIONARY TO NON-PROBATIONARY STATUS/FULL-TIME CLASSIFIED STAFF

NAME	LOCATION	TITLE	PAY RATE	COMMENTS	EFFECTIVE DATE
Carroll, Scott	FV	General Maintenance Mechanic	\$32.42	Completion of probationary period.	01/09/2020

## RESIGNATIONS/ADMINISTRATIVE/PROFESSIONAL STAFF

NAME	LOCATION	TITLE	RESIGNATION DATE	EFFECTIVE DATE
Vlahos, Alexandria	CO	Sr Program Planner/CE Coordinator	01/31/2020	02/21/2020
Young-Bates, Lysa	CO	Marketing & Communications Manager, WSG	02/02/2020	03/13/2020
Pitts, Kimberly	CO	Manager, Compensation & Benefits	02/24/2020	03/25/2020
Gee, LaVerne	CO	Human Resources Specialist II	03/04/2020	04/02/2020

## RESIGNATIONS/CLASSIFIED STAFF

NAME	LOCATION	TITLE	RESIGNATION DATE	EFFECTIVE DATE
McKinney, Arionna	MC	Student Services Assistant II	01/21/2020	01/28/2020
Stewart, Gregory	FP	Stationary Engineer	03/01/2020	03/13/2020
Rivers, Daphne	FP	Secretary	03/03/2020	03/20/2020

**RESOLUTION**

**WHEREAS**, bids and change orders for material needs and/or services of St. Louis Community College (the “District”) have been solicited in accordance with Board Policy and Procedures, with applicable Federal and State laws, and such bids and change orders have now been tabulated and presented to the District’s Board of Trustees:

**NOW, THEREFORE, BE IT RESOLVED**, upon recommendation of the District’s Chancellor, the following awards and change orders are made to bidder complying with the specifications as follows:

**Approval(s)**

<b><u>Request #</u></b>	<b><u>Description</u></b>	<b><u>Successful Bidder</u></b>	<b><u>Amount</u></b>
Q043003	Microcomputer Equipment – Contract Renewal	Dell Marketing LP	\$1,500,000.00
B0003957	Learning Management System	Blackboard, Inc.	\$1,490,560.87

**Ratification(s)**

<b><u>Request #</u></b>	<b><u>Description</u></b>	<b><u>Successful Bidder</u></b>	<b><u>Amount</u></b>
B0003920	Sole Source Purchase	Geneva Scientific, LLC	\$ 38,675.00
B0003936	Educational & Institutional Cooperative Purchase	VWR	\$ 69,208.77
B0003910	Single Source Purchase	Gaumard Scientific Company, Inc.	\$34,849.00

**Agenda Item Details**

Meeting March 12, 2020 – STLCC Board of Trustees Regular Meeting  
Category 16.5 Finance  
Subject Contract Renewal – Q043003 – Dell Marketing, LP  
Type Consent Agenda  
Recommended Action The Board of Trustees adopt the resolution approving contract renewal

**Initiator:** Michael Hudspeth

**Background:**

This National Association of State Procurement Officers (NASPO) Cooperative Contract - Q043003 is used District – Wide for the purchase of microcomputer equipment, printers, file servers and related 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. Dell equipment is one of the college’s standards for computer equipment. Dell is neither a minority-owned nor woman-owned business enterprise.

Therefore, Board of Trustee approval is requested to continue the use of NASPO Cooperative Contract – Q043003 with Dell Marketing, LP for a period of one (1) year and four (4) months, to begin April 1, 2020, in an amount estimated at \$1,500,000.00.

<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Vendor</u></b>	<b><u>Location</u></b>	<b><u>Fund Source</u></b>
\$1,500,000.00	Microcomputer Equipment	Dell Marketing, LP	District-Wide	General & Capital

This contract was competitively bid by the National Association of State Procurement Officers and thereafter awarded on a cooperative basis.

**Agenda Item Details**

Meeting	March 12, 2020 – STLCC Board of Trustees Regular Meeting
Category	16.5 Finance
Subject	Contract Renewal – B0003957 – Blackboard, Inc.
Type	Consent Agenda
Recommended Action	The Board of Trustees adopt the resolution approving contract renewal

**Initiator:** Renita Luck

**Background:**

This award is for a web-based instructional platform used district wide for administration, documentation, tracking, reporting and delivery of educational courses, training programs and/or learning and development programs. The annual license fee includes access to maintenance and technical support for Blackboard Learning Core and the Learn Expansion Package which includes: Course Delivery, Content Management, Community Engagement and Mobile Solutions. Additionally, Blackboard is integrated with Ellucian Banner, automating many functions for faculty and students. Blackboard was adopted by the college in 2002. Blackboard is neither a minority-owned nor woman-owned business enterprise.

Board of Trustee approval is requested for the renewal of the annual license agreement for the learning management system with Blackboard, Inc, in an amount estimated at \$1,490,560.87 for a period of two (2) years and three (3) months with two (2) optional, one (1) year renewals, to begin, March 27, 2020.

**Fund Source**

General Operating

<b><u>Item Description</u></b>	<b><u>FY2021</u></b>	<b><u>FY2022</u></b>	<b>Optional Years</b>		<b><u>Total</u></b>
			<b><u>FY2023</u></b>	<b><u>FY2024</u></b>	
License Fees	\$ 432,533.87	\$ 343,150.00	\$ 352,575.00	\$ 362,282.00	\$ 1,490,540.87

**Agenda Item Details**

Meeting March 12, 2020 – STLCC Board of Trustees Regular Meeting  
Category 16.5 Finance  
Subject Sole Source Purchase – B0003920 – Geneva Scientific, LLC  
Type Consent Agenda  
Recommended Action The Board of Trustees adopt the resolution ratifying the purchase

**Initiator:** Elizabeth Boedeker

**Background:**

This purchase is for a Dual-Chamber Incubator, used for instructional purposes to maximize research and to provide uniform environmental conditions for tissue culture work and genetic experiments for use by the Life Sciences Department at the Bridge Park Campus. Geneva Scientific, LLC, is the sole manufacturer of the Dual-Chamber incubator, precluding the competitive bid process. Geneva Scientific, LLC is neither a minority-owned nor woman-owned business enterprise.

Therefore, Board of Trustee ratification is requested for the sole source award for the purchase of a Dual-Chamber Incubator from Geneva Scientific, LLC, in an amount estimated at \$37,245.00.

<u>Amount</u>	<u>Description</u>	<u>Vendor</u>	<u>Location</u>	<u>Fund Source</u>
\$37,245.00	Dual-Chamber	Geneva Scientific, LLC	Bridge Park	Capital

**Agenda Item Details**

Meeting March 12, 2020 – STLCC Board of Trustees Regular Meeting  
Category 16.5 Finance  
Subject Educational and Institutional (E&I) Cooperative Purchase – B0003936 – VWR  
Type Consent Agenda  
Recommended Action The Board of Trustees adopt the resolution ratifying the purchase

**Initiator:** Virginia Naumann

**Background:**

This purchase is for an autoclave to be used by the Biological Sciences Department at the Florissant Valley Campus, for classroom instruction to provide students with essential technical experience. The Educational and Institutional Cooperative contract will be used for this purchase. VWR is neither a minority-owned nor woman-owned business enterprise.

Board of Trustee ratification is requested for the use of the E&I Cooperative Contract CNR-01459 for the purchase of an autoclave from VWR, in an amount estimated at \$69,208.77.

<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Vendor</u></b>	<b><u>Location</u></b>	<b><u>Fund Source</u></b>
\$69,208.77	Autoclave	VWR	FV	Capital

**Agenda Item Details**

Meeting March 12, 2020 – STLCC Board of Trustees Regular Meeting  
Category 16.5 Finance  
Subject Invitation for Bid- B0003910 – One (1) Pediatric Simulator  
Type Consent Agenda  
Recommended Action The Board of Trustees adopt the resolution ratifying the purchase

**Initiator:** Steve Newcomb

**Background:**

This simulator will be used in the EMT program for classroom and laboratory instruction and will provide students with life-like clinical simulation of reactions to treatment and interventions through multiple models of human physiology. The simulator manufactured by Gaumard Scientific Company, Inc. has been selected to the exclusion of other manufacturers and/or models to allow interfacing with existing equipment. Gaumard Scientific Company, Inc. is neither a minority-owned nor woman-owned business enterprise.

Gaumard Scientific Company, Inc. is the sole developer and distributor of the HAL Pediatric Simulator, precluding the competitive bid process. Therefore, Board of Trustee ratification is requested for the purchase of a HAL Pediatric Simulator from Gaumard Scientific Company, Inc. in an amount estimated at \$34,849.00.

<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Vendor</u></b>	<b><u>Location</u></b>	<b><u>Fund Source</u></b>
\$34,849.00	HAL Pediatric Simulator	Gaumard Scientific Company, Inc.	DW	Capital



## RESOLUTION

**WHEREAS**, bids and consulting agreements for material needs and/or services of St. Louis Community College (the “District”) have been solicited in accordance with Board Policy and Procedures, with applicable Federal and State laws, and such bids and consulting agreements have now been tabulated and presented to the District’s Board of Trustees:

**NOW, THEREFORE, BE IT RESOLVED**, upon recommendation of the District’s Chancellor, the following awards and ratifications are made to the firm complying with the specifications as follows:

<b><u>Request #</u></b>	<b><u>Description</u></b>	<b><u>Recommended Firm</u></b>	<b><u>Amount</u></b>
F 20 406	Classroom Renovation in L-024 (FP)	ICS Construction Services	\$170,500.00
F20 401H	Stair Tower Concrete Work (FP)	VeeJay Concrete	\$372,000.00 (Est.)
F20 401I	Stair Tower Structural Steel Work (FP)	Kupferer Brothers	\$365,000.00 (Est.)
F20 401J	Stair Tower Elevator Work (FP)	Schindler Elevators	\$120,000.00

## Agenda Item Details

Meeting March 12, 2020 – STLCC Board of Trustees Meeting

Category 16.5 Finance

Subject Bid Award – F 20 406 – Classroom Renovation in L-024

Type Consent Agenda

Recommended Action The Board of Trustees adopt the resolution approving issuance of the contract.

**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. Completion of this project will increase the usable instructional space on campus.

Request for Bid was issued on January 29, 2020, to renovate the L-024 area at Forest Park and seventeen (17) contractors were contacted to provide proposals, in addition to plan room organizations, and sub-contractors. ICS Construction Services Ltd was deemed to be the lowest and best responsive submittal meeting all requirements of the specification. Therefore, Board approval is requested for the award of a contract for the work to *ICS Construction Services Ltd* in the amount of **\$170,500.00**.

Plans and Specifications were prepared by the College's Physical Facilities/ Engineering and Design department and Oculus architects.

<u>Amount</u>	<u>Description</u>	<u>Contractor</u>	<u>Location</u>	<u>Fund Source</u>
\$170,500.	Classroom Renovation in L-024	ICS Construction Services Ltd	FP	Operating/ Capital

### **Responses:**

<b>Contractor</b>	<b>Location</b>	<b>Base Amount</b>
ICS Construction Services, Ltd.	St. Louis, MO	\$170,500.00
A Eilers Construction	Cottleville, MO	\$198,236.36
John Kalicak Construction	St. Louis, MO	\$207,826.00
WB Construction (MBE)	St. Louis, MO	\$211,443.00
Brady Construction	St. Louis, MO	\$225,249.00
Hankins Construction	St. Louis, MO	\$230,500.00
Raineri Construction (WBE)	St. Louis, MO	\$231,864.00
Jackson Building Group	St. Louis, MO	\$252,000.00

**Agenda Item Details F 20 406, Classroom Renovation in L-024 at Forest Park (Continued)**

**The following companies/organizations also received the solicitation:**

Aalco Wrecking, St. Louis, MO  
Atlas Building Group, St. Charles, MO  
Byrne Electric, St. Louis, MO  
Carrigan Construction, Wentzville, MO  
Interface Construction, St. Louis, MO (MBE)  
KAI Design Build, St. Louis, MO (MBE)  
Kozeny Wagner, Inc., Arnold, MO  
RG Ross Construction, St. Louis, MO  
Simms Building Group, St. Louis, MO (MBE)  
Unified Contracting, St. Louis, MO  
Wachter, Inc., Arnold, 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 March 12, 2020 – STLCC Board of Trustees  
Category 16.5 Finance  
Subject Bid Awards – F20 401 – Stair Tower Work  
Type Consent Agenda  
Recommended Action The Board of Trustees adopt the resolution pre-approving the bid awards.

**Initiator:** Paul Zinck

### **Background:**

Plans and Specifications for construction of the stair tower/end cap after demolition of the A and B Tower sections of the East Wing were prepared by the KAI Design Build Team. The packages were delineated and bid by the College’s Construction Manager, Tarlton Corporation. Complete bid award recommendations for the construction of the Stair Tower will be made at a future Board of Trustees meeting, after bid negotiation and value engineering with the recommended bidders to reduce the overall project budget.

Contractors were evaluated on bid price as well as overall capabilities, MBE/WBE participation, experience with LEED (Leadership in Energy and Environmental Design) projects, available resources to meet the project’s schedule, and approach to safety, quality, and cost control. The recommendation will represent the contractor with the best bid, given these factors.

There are three contractors whose scope of work include work involving long lead time components. Therefore, it is requested that the Board delegate authority to the Vice Chancellor for Finance and Administration to approve the final award of the contract and present the details to the Board at its next regularly scheduled meeting.

<b><u>Amount</u></b>	<b><u>Description</u></b>	<b><u>Contractor</u></b>	<b><u>Location</u></b>	<b><u>Fund Source</u></b>
\$372,000.00 (Estimated)	Stair Tower Concrete Work	VeeJay Concrete	FP	Certificates of Participation
\$365,000.00 (Estimated)	Stair Tower Structural Steel	Kupferer Brothers	FP	Certificates of Participation
\$120,000.00	Stair Tower Elevator	Schindler Elevator	FP	Certificates of Participation

## Request for Approval/Disposal of Surplus Property

Board approval is requested to dispose of surplus property by recycling per contract as listed on the following pages. This property has been declared excess and posted internally for redistribution.

<b>PDF#</b>	<b>Description</b>	<b>Property Tag</b>	<b>Location</b>	<b>Condition</b>	<b>Purchased Date</b>	<b>Original Cost</b>	<b>Book Value</b>
	Powerlite 7300 XGA Multimedia Projector	007835	WSG	Poor	5/12/2000	\$ 5,608.57	\$ -
	Ricoh Smart Board 8855	015091	FP	Poor	8/13/2012	\$ 6,835.00	\$ -
	Cushman Turf Truckster	015034	FP	Poor	6/28/2010	\$25,747.00	\$ 9,154.36

## **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 F 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**

<b><u>Funding Source</u></b>	<b><u>Title of Program and/or Purpose</u></b>	<b><u>Campus</u></b>	<b><u>Date</u></b>	<b><u>Amount</u></b>
Alpha Packaging	Training sessions in leadership development. <b>Manager: Hart Nelson</b>	Workforce Solutions Group	January 17, 2020 through June 15, 2020	\$450
Henkel Corporation	Training in Introduction to Computers. <b>Manager: Hart Nelson</b>	Workforce Solutions Group	January 27, 2020 through June 15, 2020	\$2,400
Kemco Aerospace Manufacturing	Provide "Peer-to-Leader" training. <b>Manager: Hart Nelson</b>	Workforce Solutions Group	February 19, 2020 through June 15, 2020	\$2,650
Ladue School District	Provide "Creating a Great Culture at Work (or Wherever You Are)" training. <b>Manager: Hart Nelson</b>	Workforce Solutions Group	January 30, 2020 through February 18, 2020	\$1,500

# Workforce Solutions Group

## **Contracts and/or Agreements:**

### **Agreement between St. Louis Community College and GKN Aerospace St. Louis, LLC**

It is recommended that the Board of Trustees approve the total funded amount of \$60,000 for the 2019-2020 fiscal year for a Customized Training agreement between St. Louis Community College Workforce Solutions Group and GKN Aerospace St. Louis, LLC

### **Agreement between St. Louis Community College and Kemco Aerospace Manufacturing**

It is recommended that the Board of Trustees approve the total funded amount of \$60,000 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 South River Yoga**

It is recommended that the Board of Trustees ratify a Memorandum of Agreement between St. Louis Community College and South River Yoga for the proposed expenditure of \$13,440 for Continuing Education classes for the time period of October 28, 2019 through December 31, 2020.

## **Continuing Education Contracts**

It is requested that the Board of Trustees ratify the following summary of Continuing Education (CE) program contracts and expenditures for services necessary to conduct CE programs including but not limited to instructional fees, facility rentals, equipment fees, transportation, gratuities and meals. Organizations/vendors and associated expenses from **July 2019-December 2019 are listed below.** Fees for these services were paid through funding provided by STLCC Continuing Education student fees.

### Continuing Education Personal Development Contract Expenses

<i>Contract</i>	<i>Amount</i>
Abra-Kid-Abra	\$1,350.00
Adiva Dance Center	\$180.00
Almas Del Ritmo Dance Company LLC	\$625.00
Are We There Yet LLC	\$12,149.00
Big Bend Yoga Center Inc	\$1,365.00
Challenger Learning Center	\$1,150.00
City of Ellisville	\$5,420.00
City of Eureka	\$23,620.50

## **Workforce Solutions Group**

CODA Center of Developing Artists I	\$202.50
Craft Central	\$4,087.00
Culinary Arts House	\$1,920.00
Daniels, Theresa A.	\$1,080.00
Denise K Motta	\$480.00
Eagle Springs Golf Course	\$375.00
EarthWays Center	\$573.00
Fit Flavor LLC	\$375.00
Gateway Harmonica Club	\$650.00
Intentionally Fit LLC	\$300.00
Inventors Association of St. Louis	\$774.00
Isabees LLC	\$150.00
Jones, Jennifer	\$495.00
Kirkwood Recreation Dept.	\$2,363.60
Lindbergh School District	\$3,340.00
Mad Science of St. Louis	\$3,300.00
Manley, Richard A.	\$1,700.00
Martial Arts Center	\$191.50
Masterpeace Studios	\$1,344.00
Missouri Botanical Garden	\$363.00
Motta, Denise K.	\$300.00
Nitro Joe Science	\$1,560.50
Nottingham Community Education Cent	\$835.00
Painted Zebra	\$675.00
Perennial	\$1,975.00
Premier Martial Arts	\$255.00
Ramgolf	\$3,100.00
Renegade STL	\$2,520.00
Rockwood R-VI School Dist.	\$1,966.00



## **Workforce Solutions Group**

Shark Fitness Training	\$22,116.00
St Louis County Parks and Recreation	\$2,646.00
St Louis Publishers Association	\$100.00
St Louis Transportation LLC	\$948.25
St. Louis Fite Club	\$225.00
Stites, David Mitchell.	\$1,125.00
SUP St Louis LLC	\$320.00
The Handy People	\$456.00
The Rack House Kitchen Wine Whiskey	\$420.00
Vetta Sports Concord	\$3,408.00
Viva Brasil	\$560.00
WELLIFE LLC	\$4,210.00
WEST END DIVING	\$440.00
Xtreme Krav Maga and Fitness	\$880.00
Z Total Body	\$720.00
<hr/>	
<i>TOTAL</i>	<i>\$121,683.85</i>

### Continuing Education Professional Development Contract Expenses

DL Consulting, LLC	\$8,500.00
Dot Gray Inc	\$438.75
Inventors Association of St. Louis	\$720.00
Keith A. Willis, Sr Consultants, LLC	\$189.00
LSW Strat Mgmt Consulting, LLC	\$630.00
NABCEP	\$1,000.00
Quality Group Inc	\$7,936.00
Teaching Small Business	\$504.00
<i>TOTAL</i>	<i>\$19,917.75</i>

## *Institutional Development*

### **Acceptance of External Funds**

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 G**; 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.

<b><u>AGENCY</u></b>	<b><u>AMOUNT</u></b>	<b><u>PURPOSE</u></b>	<b><u>FUND</u></b>
<b>The Missouri Department of Natural Resources</b>	\$ 49,578.08	St. Louis Community College will receive funds through the Missouri Department of Natural Resources' Waste Management Program to perform deconstruction training for demolition contractors and perform data collection and reporting.	Restricted

**Project Period:** February 10, 2020 through January 30, 2021.

**Project Contact:** Rene Dulles