

**MORAIN VALLEY COMMUNITY COLLEGE**  
**9000 West College Parkway**  
**Palos Hills, IL 60465**

Governing Board of Moraine Valley Community College, Community College District #524,  
Public Hearing on the Tax Levy, 6:30 PM, Monday, December 18, 2017, Board Room D219,  
9000 West College Parkway, Palos Hills, Illinois 60465.

**A G E N D A**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC HEARING ON THE TAX LEVY**
4. **ADJOURNMENT**

**MORAIN VALLEY COMMUNITY COLLEGE**  
**9000 West College Parkway**  
**Palos Hills, IL 60465**

Governing Board of Moraine Valley Community College, Community College District #524, Regular Meeting Immediately Following Public Hearing on the Tax Levy, 6:30 PM, Monday, December 18, 2017, Board Room D219, 9000 West College Parkway, Palos Hills, Illinois 60465.

**A G E N D A**

1. **CALL TO ORDER**
  2. **ROLL CALL**
  3. **MINUTES**
    - 1) Unapproved Minutes of November 14, 2017 Regular Meeting
    - 2) Unapproved Minutes of Closed Session, November 14, 2017
  4. **AUDIENCE PARTICIPATION**
  5. **BOARD REPORTS AND/OR REQUESTS**
    - 1) Student Trustee Report (Asfar)
  6. **REPORTS OF ADMINISTRATION**
    - 1) Presentation to Robert Fisher (retirement)
    - 2) President's Report
      - Certificates of Achievement in Financial Reporting (GFOA, ASBO)
      - Distinguished Budget Presentation Award
  7. **COMMUNICATIONS**
    - 1) Association of School Business Officers (ASBO) Awards Certificate of Excellence in Financial Reporting to MVCC
    - 2) Letter of Congratulations and Certificate for Achieving Arboretum Accreditation-Level I by The Morton Arboretum
  8. **FINANCIAL STATEMENT**
    - 1) Treasurer's Report
    - 2) Budget Summary Report
- CONSENT AGENDA (Agenda Items 9 - 12) (\*items included for action)**
9. **WARRANTS**
    - 1) \* Account Expenditure Summaries
    - 2) \* Education Fund
    - 3) \* Operation & Maintenance Fund
    - 4) \* Operation & Maintenance (Restricted)
    - 5) \* Bond & Interest Fund
    - 6) \* Auxiliary Enterprise Fund

- 7) \* Restricted Purpose Fund
  - a. \* Grants & Contracts Fund
  - b. \* Federal Fund
  - c. \* College Activity Clubs

8) \* Working Cash Fund

9) \* Tort & Audit

10. **REPORT OF PERSONNEL**

1) \* Full-Time

a. \* Renewal of Appointment

2) \* Part-Time/Supplemental/Other

3) Salary Revisions

4) \* Leave of Absence (FMLA)

5) \* Resignations/Terminations

a. \* Retirement - Administrative Professional

b. \* Retirement - Faculty

c. \* Retirement - Support Staff

6) \* Reclassifications (Promotions, Transfers, Corrections, etc.)

11. **UNFINISHED BUSINESS**

12. **NEW BUSINESS**

1) \* Affiliation Agreement with MetroSouth Medical Center (Mammography)

2) \* Affiliation Agreement with MetroSouth Medical Center (Phlebotomy)

3) \* Affiliation Agreement with The Rehabilitation Institute of Chicago (Respiratory Therapy)

4) \* Intergovernmental Agreement with Village of Brookfield for Donation of Fire Truck

5) \* Agreement with Professional Truck Driving School (PTDS) for Commercial Driving License (CDL) Training

6) \* Approval of New AAS Degree Program - Automation and Engineering Technology (AET)

7) \* Resolution Reaffirming MVCC Policy and Procedures Prohibiting Sexual Harassment

8) \* Review of Closed Session Written Minutes and Audio Tapes

9) \* April 2018 Board Meeting Date Change

10) \* Document Imaging System Software Purchase

11) \* Network Backbone Fiber Upgrade Project

12) \* Tuition Increase Recommendation

13) \* Adoption of Resolution Setting Forth Tax Levies for 2017 and Approval of Tax Certificate of Tax Levy for 2017

14) \* Property Tax Limitation Resolution

15) Resolution Abating the Tax Heretofore Levied for the year 2017 to Pay Debt Service on the Taxable General Obligation Bonds (Alternate Revenue Source), Series 2012D, and General Obligation Bonds (Alternate Revenue Source), Series 2013, of Community College District 524

13. **MISCELLANEOUS**

14. **AUDIENCE PARTICIPATION**

15. **CLOSED SESSION** - Motion to adjourn to closed session to discuss collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees pursuant to Section 2(c)(2) of the Illinois Open Meetings Act.

16. **ADJOURNMENT**

**MINUTES**

Approved Minutes of the Regular Meeting of October 10, 2017

Enclosed

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**APPROVED**

**MORAIN VALLEY COMMUNITY COLLEGE  
9000 West College Parkway  
Palos Hills, IL 60465**

The Governing Board of Moraine Valley Community College, District No. 524, Regular Meeting, was held on Tuesday, October 10, 2017, in the Board Room D219, 9000 West College Parkway, Palos Hills, Illinois 60465.

**I. CALL TO ORDER**

The meeting was called to order by Chairman John Coleman at 6:32 PM.

**II. ROLL CALL**

Present: John Coleman, Chairman; Kimberly Hastings; Joseph Murphy; Michael Murphy (arrived 6:40 PM); Sandra Wagner

Absent: Brian O'Neill; Eileen O'Sullivan; Hana Asfar, Student Trustee

**III. MINUTES**

The Board of Trustees, having reviewed the unapproved Minutes of the Special Meeting of September 16, 2017; the Public Hearing on the Budget Meeting of September 19, 2017; and the Regular Meeting of September 19, 2017, and there being no further corrections to the minutes, the minutes are approved as presented.

**IV. AUDIENCE PARTICIPATION**

None.

**V. BOARD REPORTS AND/OR REQUESTS**

None.

**VI. REPORTS OF ADMINISTRATION**

**6.1 President's Report**

- Student Recognition – Dr. Normah Salleh-Barone, Vice President, Student Development, reported that Moraine Valley has been a member of HACU (Hispanic Association of Colleges and Universities) since 2013. At that

time, the college's Hispanic population was 13%; it has grown to 23%, and the college can be considered a Hispanic-serving institution at 25%. That attainment will allow the college to take advantage of additional grants and other opportunities for all students. She introduced Elizabeth Ramirez, who is the college's second student to be sponsored to attend the student leadership track at the HACU conference. Elizabeth resides in Blue Island, pursuing a liberal arts degree with a 3.6 GPA and plans to transfer to DePaul to pursue a degree in finance with a minor in management. She serves as the vice president of the college's Alliance of Latin American Students (ALAS) club. Elizabeth's flight, hotel, and conference registration will be covered through this sponsorship opportunity.

- Audit Report – Stephanie Meuris, Internal Auditor, introduced John George and Kelly Kirkman, of RSM US, the college's auditing firm, who reviewed financial highlights from the college's audit and reported that the college was issued an unmodified, "clean" opinion with no issues and no modifications, based on its financial statements, state grant activity, schedule of enrollment data, and report for compliance for each major federal program. He mentioned the state budget impact on the college and that revenues for FY17 were received after July 1 (FY18). Ms. Kirkman spoke about the single audit process, which is required if there are federal expenditures and grants, the largest of which is financial aid. Mr. George thanked the college and staff for the assistance and participation received during the audit process. He also indicated that the plan of action that the college has in place to reduce spending shows good fiscal management and reporting and commended the college for receiving a certificate of excellence in financial reporting.

Dr. Jenkins thanked Bob Sterkowitz, Theresa O'Carroll, Controller, and Stephanie Meuris, Internal Auditor, and other staff for the work and recordkeeping that is done all year and for the yearly audit.

Dr. Jenkins recognized Senator Ed Maloney in the audience, and asked him for an update from Springfield. Senator Maloney reported that the veto session will be October 26 and possibly in November. Uniform admissions have been discussed, but it is his opinion that this will not happen fast. The Bachelor of Science in Nursing (BSN) is another topic—there will be another run at this with a focus on opportunities for students across geographic areas. He reported that the legislature is now up to 20 elected officials retiring and it is unpredictable how this will play out. Many in the legislature want to award capital; they want something to take back to their constituents. The state budget was passed over a veto, but

this does not mean that it will go smoothly from here on out. Most of the state’s colleges are still recovering from the budget issues in the state.

Dr. Jenkins reported that the college will hold a naturalization ceremony on October 13 and invited the Board members to the ceremony. The college will be hosting the League for Innovation’s Fall Board meeting October 17-19 in Chicago and at the college; the Board members have received information regarding events related to this meeting.

**VII. COMMUNICATIONS**

7.1 Letters from High School Students re Presentation of MVCC Options for High School Graduates (Alex Terrazas)

**VIII. FINANCIAL STATEMENT**

8.1 Treasurer's Report

Treasurer's Report showing an ending balance of \$154,432,258.23 will be filed for audit. (DOCUMENT A - SUPPLEMENT TO MINUTES)

8.2 Budget Report

(DOCUMENT B - SUPPLEMENT TO MINUTES)

Mr. Sterkowitz reported that the college has received \$8 million in Pell funding. Approximately half of that funding was applied to outstanding tuition bills for students; the other half was disbursed to students.

**CONSENT AGENDA (IX – XII):**

It was moved by Mrs. Wagner and seconded by Mr. Joseph Murphy to approve the following consent agenda items, excluding Agenda Item 12.7:

**IX. WARRANTS**

Mr. Sterkowitz read the warrant summaries as presented to the Board.

9.1	Account Expenditure Summaries	
9.2	Education Fund	\$7,978,060.47
9.3	Operation & Maintenance Fund	911,171.57

9.4	Operation & Maintenance Fund (Restricted)	413,189.62
9.5	Bond & Interest Fund	-0-
9.6	Auxiliary Enterprise Fund	2,071,376.43
9.7	Restricted Purpose Fund	203,616.61
9.7A	Grants & Contract Fund	492,137.18
9.7B	Federal Fund	8,911,219.02
9.7C	College Activity Clubs	13,102.03
9.8	Working Cash Fund	-0-
9.9	Tort & Audit	25,000.00

(DOCUMENT C - SUPPLEMENT TO MINUTES)

**X. REPORT OF PERSONNEL**

Chairman Coleman publicly identified the nature of the agenda items contained in the Report of Personnel.

10.1-1 Full-Time

- Marcos Estrada - Coordinator, Student Success & Veterans, Student Success - effective 10/16/17
  - Amanda Hantson - Assistant Technical Director, Fine & Performing Arts Center - effective 10/16/17
  - Earl Powell - Applications Support Specialist, Information Technology - effective 10/16/17
  - Thomas Vail - Maintenance Mechanic III, Campus Operations – effective 10/23/17
- (DOCUMENT D - SUPPLEMENT TO MINUTES)

10.1-2 Part-Time/Supplemental/Other

(DOCUMENT E - SUPPLEMENT TO MINUTES)

10.1-3 Salary Revisions

None.

10.1-4 Leave of Absence

Michael Dengler - Event Set-Up Worker, Campus Operations - L.O.A. (FMLA) 10/11/17 – 10/31/17

Lisa Lezon Dyrda - Manager, Learning Management Systems and Online Learning, Center for Teaching and Learning - L.O.A. (FMLA) 1/8/18 – 7/9/18  
Nishia Ikezoe Heard - Coordinator, Financial Aid Process Improvement, Financial Aid - L.O.A. (FMLA) Intermittent 9/11/17 – 9/10/18  
Socratis Pimenidis – Custodian, Campus Operations - L.O.A. (FMLA) Intermittent 9/18/17 – 9/17/18  
Debbie Stoffregen - Administrative Assistant, Finance - L.O.A. (FMLA) Intermittent 10/1/17 – 9/30/18  
Christine Toso - Accounting Clerk/Cashier, Cashier’s Office - L.O.A. (FMLA) 11/28/17 – 12/19/17  
(DOCUMENT F - SUPPLEMENT TO MINUTES)

10.1-5 Resignations/Terminations

None.

10.1-6 Reclassifications (Promotions, Transfers, Corrections, etc.)

Francisco Arteaga – from Police Officer, Police Department to Police Sergeant - effective 10/16/17  
Margaret Dawczak – from Coordinator of Records & Assessment, Learning Enrichment & College Readiness to Manager of Transition and ESL – effective 10/16/17  
(DOCUMENT G - SUPPLEMENT TO MINUTES)

**XI. UNFINISHED BUSINESS**

None.

**XII. NEW BUSINESS**

Chairman Coleman publicly identified the nature of the agenda items contained in New Business.

12.1 Affiliation Agreement with Country Club Hills Fire Department (Fire Science)

It is recommended that the Board of Trustees approve the affiliation agreement with Country Club Hills Fire Department for Fire Science.  
(DOCUMENT H - SUPPLEMENT TO MINUTES)

12.2 Affiliation Agreement with Drs. Andrew and Lubomyra Kazaniwskij  
(Medical Assistant)

It is recommended that the Board of Trustees approve the affiliation agreement with Drs. Andrew and Lubomyra Kazaniwskij for Medical Assistant.  
(DOCUMENT I - SUPPLEMENT TO MINUTES)

12.3 Affiliation Agreement with Lawn Medical Center (Phlebotomy)

It is recommended that the Board of Trustees approve the affiliation agreement with Lawn Medical Center for Phlebotomy.  
(DOCUMENT J - SUPPLEMENT TO MINUTES)

12.4 Affiliation Agreement with Munster Medical Research Foundation, Inc.,  
d/b/a The Community Hospital (Mammography)

It is recommended that the Board of Trustees approve the affiliation agreement with Munster Medical Research Foundation, Inc., d/b/a The Community Hospital for Mammography.  
(DOCUMENT K - SUPPLEMENT TO MINUTES)

12.5 Educational Affiliation Agreement with Northwestern Memorial  
HealthCare (Respiratory Therapy, Phlebotomy, Sleep Technology)

It is recommended that the Board of Trustees approve the educational affiliation agreement with Northwestern Memorial HealthCare for Respiratory Therapy, Phlebotomy, and Sleep Technology.  
(DOCUMENT L - SUPPLEMENT TO MINUTES)

12.6 Admission Fee

It is recommended that the Board of Trustees approve the recommended \$25 one-time, first-credit-course admission fee for new students as proposed, effective for the spring 2018 semester.  
(DOCUMENT M - SUPPLEMENT TO MINUTES)

ROLL CALL VOTE TAKEN on Consent Agenda Items 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.7A, 9.8, 9.9, 9.9B, and 9.9C; 10.1-1, 10.1-2, 10.1-3, 10.1-4, 10.1-5, and 10.1-6; and 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6:

Yes: Hastings, M. Murphy, Wagner, J. Murphy, Coleman  
Absent: O'Neill, O'Sullivan

Student  
Advisory: Absent

Motion carried.

It was moved by Ms. Hastings and seconded by Mr. Joseph Murphy to approve the following agenda item:

12.7 Acceptance of Audit

It is recommended that the Board of Trustees accept the Audit for the fiscal year ending June 30, 2017 as presented and authorize that a copy of the Audit be filed with the State of Illinois.

(DOCUMENT N - SUPPLEMENT TO MINUTES)

ROLL CALL VOTE TAKEN on Agenda Item 12.7:

Yes: Hastings, M. Murphy, Wagner, J. Murphy, Coleman  
Absent: O'Neill, O'Sullivan

Student  
Advisory: Absent

Motion carried.

**XIII. MISCELLANEOUS**

None.

**XIV. AUDIENCE PARTICIPATION**

None.

It was moved by Mr. Joseph Murphy and seconded by Ms. Hastings to move to closed session for purposes of discussing matters regarding collective negotiating matters or deliberations concerning salary schedules for one or more classes of employees, pursuant to Sections 2(c)(2) of the Illinois Open Meetings Act.

ROLL CALL taken on the motion to move to closed session:

Yes: Hastings, M. Murphy, Wagner, J. Murphy, Coleman  
Absent: O'Neill, O'Sullivan

Student  
Advisory: Absent

Motion carried.

Chairman Coleman indicated that there would be no action following the closed session.

The Board moved to closed session at 7:16 PM, returning to open session at 8:25 PM.

Roll Call: Hastings, M. Murphy, Wagner, J. Murphy, Coleman

**XV. ADJOURNMENT**

The meeting adjourned at 8:25 PM.

**BOARD REPORTS AND/OR REQUESTS**

5.1 Student Trustee Report - Asfar

Verbal

**REPORTS OF ADMINISTRATION**

- |     |   |        |
|-----|---|--------|
| 6.1 | Presentation to Robert Fisher (retirement)  | Verbal |
| 6.2 | President's Report  | Verbal |
|     | <ul style="list-style-type: none"><li>• Certificates of Achievement in Financial Reporting (GFOA, ASBO)</li><li>• Distinguished Budget Presentation Award</li></ul> |        |

**COMMUNICATIONS**

- |   |          |
|---|----------|
| 7.1 Association of School Business Officers (ASBO) Awards Certificate of Excellence in Financial Reporting to MVCC  | Enclosed |
| 7.2 Letter of Congratulations and Certificate for Achieving Arboretum Accreditation Level-I by The Morton Arboretum | Enclosed |



ASSOCIATION OF  
SCHOOL BUSINESS OFFICIALS  
INTERNATIONAL

**FOR IMMEDIATE RELEASE**

Contact: Susan Lambert  
866.682.2729 x7067  
[slambert@asbointl.org](mailto:slambert@asbointl.org)

### **Community College Awarded for Outstanding Financial Reporting**

Reston, VA – 2017 – The Association of School Business Officials International (ASBO) is pleased to award Moraine Valley Community College the Certificate of Excellence in Financial Reporting (COE). ASBO International's COE recognizes school districts and colleges that have met the program's high standards for financial reporting and accountability. Moraine Valley Community College earned the Certificate of Excellence for its Comprehensive Annual Financial Report (CAFR) for the fiscal year ending 2017.

"The COE's mission is to promote and recognize excellence in financial reporting, specifically through an institution's CAFR," ASBO International Executive Director John Musso says. "The CAFR informs parents and other stakeholders about the financial and economic state of the college, making it an important communications tool for building trust and engagement with the community."

By participating in the COE program, school districts and colleges demonstrate their commitment to financial transparency. Applicants submit their CAFR for review by a team of professional auditors, who provide feedback to improve future documents. If the CAFR meets the requirements of the program, the document may receive the Certificate of Excellence. An educational institution's participation in the COE program can facilitate bond rating and continuing bond disclosure processes.

The COE is proudly sponsored by ASBO International Strategic Partner VALIC, a division of the American International Group, Inc. (AIG). Learn more about ASBO's COE program at [asbointl.org/COE](http://asbointl.org/COE).

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#### **About ASBO International**

Founded in 1910, the Association of School Business Officials International (ASBO) is a nonprofit organization that, through its members and affiliates, represents approximately 30,000 school business professionals worldwide. ASBO International is committed to providing programs, services, and a global network that promote the highest standards in school business. Its members support student achievement through effective resource management in various areas ranging from finance and operations to food services and transportation. Learn more at [asbointl.org](http://asbointl.org).

#### **About VALIC**

Sponsored by VALIC, the Certificate of Excellence (COE) award confirms the school business office's commitment to financial accountability and transparency. Recognition through the COE program can help strengthen a district's presentation for bond issuance statements and promotes high quality financial reporting.

For more than half a century, VALIC has served as a leading retirement plan provider for K-12 schools and school districts, healthcare, higher education, government, and other not-for-profit institutions. VALIC, the group retirement division at AIG, has more than \$89 billion of client assets as of June 30, 2017 and manages plans for 19,000 employers serving approximately 1.8 million participants. VALIC represents The Variable Annuity Life Insurance Company and its subsidiaries, VALIC Financial Advisors, Inc. and VALIC Retirement Services Company. Additional information about VALIC can be found at <http://www.valic.com>.

December 6, 2017

Dr. Sylvia Jenkins  
Moraine Valley Community College  
9000 W. College Parkway  
Palos Hills, IL 60465

Dear Dr. Jenkins:

Congratulations on achieving Arboretum Accreditation – Level I for Moraine Valley Community College.

This recognition of professional standards and capabilities is an important milestone for your organization, as well as represents the advancement of goals specific to tree-focused public gardens. As part of the Morton Register of Arboreta, you have an important role in our shared purpose to plant and conserve trees, and accreditation in this work acknowledges your commitment to and fulfillment of professional criteria.

I encourage you to participate in ArbNet, the interactive community of arboreta, to share knowledge, experience, and other resources that helps us as arboreta to carry out our collective mission for a greener, healthier, and more beautiful world.

Again, congratulations on your accreditation, and for exemplifying standards of excellence in our arboretum community.

Sincerely,



Gerard T. Donnelly, PhD  
President and CEO



ARBORETUM ACCREDITATION PROGRAM

*Moraine Valley Community College*

LEVEL I ACCREDITATION

*Granted December 2017 and in effect through December 2022*

GERARD T. DONNELLY, PHD, ON BEHALF OF THE ARBNET ACCREDITATION PROGRAM

THE ACCREDITATION PROGRAM RECOGNIZES ARBORETA FOR ACHIEVING PROFESSIONAL STANDARDS  
TO ADVANCE THE PLANTING AND CONSERVATION OF TREES

**MORAIN VALLEY COMMUNITY COLLEGE  
COMMUNITY COLLEGE DISTRICT NO. 524  
TREASURER'S REPORT  
MONTH ENDED NOVEMBER 30, 2017**

<u>FUND</u>	<u>BEGINNING BALANCE</u>	<u>RECEIVED</u>	<u>DISBURSED</u>	<u>ENDING BALANCE</u>
EDUCATION FUND	\$49,420,957.90	\$5,664,835.18	\$6,618,923.05	\$48,466,870.03
OPERATION & MAINT FUND	5,003,572.14	231,571.03	757,674.73	4,477,468.44
OPERATION & MAINT (RESTR.)	11,894,714.80	497,439.22	927,176.84	11,464,977.18
AUXILIARY FUNDS	8,304,988.94	790,593.47	530,205.42	8,565,376.99
RESTRICTED PURPOSE FUNDS	22,705,182.38	1,108,419.79	933,815.05	22,879,787.12
BOND & INTEREST FUND	56,128,754.28	504,598.37	5,860,656.01	50,772,696.64
TRUST & AGENCY FUNDS	141,832.57	5,137.78	10,182.92	136,787.43
TOTAL	<u>\$153,600,003.01</u>	<u>\$8,802,594.84</u>	<u>\$15,638,634.02</u>	<u>\$146,763,963.83</u>

ENDING BALANCE REPRESENTED BY:

PETTY CASH & CHANGE FUNDS		\$24,300.00
HUNTINGTON BANK	CHECKING ACCT	1,036,787.43
FIRST MIDWEST BANK	CHECKING ACCT	2,701,821.39
WINTRUST MAXSAFE	MONEY MARKET	1,004,275.55
IL METROPOLITAN INVESTMENT FUND	MONEY MARKET	4,392,604.50
IL SCHOOL DIST LIQUID ASSEST FUND	MONEY MARKET	3,464,441.61
SHORT TERM INVESTMENTS	VARIOUS	73,102,003.88
LONG TERM INVESTMENTS	VARIOUS	61,037,729.47
TOTAL		<u>\$146,763,963.83</u>

**ACCOUNT EXPENDITURE SUMMARIES**

<u>AGENDA ITEM</u>	<u>FUND</u>	<u>AMOUNT</u>
9.2	EDUCATION FUND	\$6,618,923.05
9.3	OPERATION & MAINTENANCE FUND	757,674.73
9.4	OPERATION & MAINTENANCE (RESTR)	927,176.84
9.5	BOND & INTEREST FUND	5,860,656.01
9.6	AUXILIARY ENTERPRISE FUND	530,205.42
9.7	RESTRICTED PURPOSE FUND	131,857.31
9.7a	GRANTS & CONTRACTS FUND	445,034.15
9.7b	FEDERAL FUND	348,423.59
9.7c	COLLEGE ACTIVITY CLUBS	10,182.92
9.8	WORKING CASH FUND	-
9.9	TORT & AUDIT	8,500.00
	TOTAL	<u><u>\$15,638,634.02</u></u>

10.0 REPORTS OF PERSONNEL

10.1-1	Full Time	Enclosed
10.1-1(a)	Renewal of Appointment	Enclosed
10.1-2	Part Time/Supplemental/Other	Enclosed
10.1-3	Salary Revisions	None
10.1-4	Leave of Absence (LOA)	Enclosed
10.1-5	Resignations/Terminations	Enclosed
10.1-5(a)	Retirement – Administrative Professional	Enclosed
10.1-5(b)	Retirement – Faculty	Enclosed
10.1-5(c)	Retirement – Support Staff	Enclosed
10.1-6	Reclassifications (Promotions, Transfers, Corrections, Etc.)	Enclosed

S U B J E C T   R E P O R T – Full Time

Janet Bishara	Senior Applications Developer Information Technology	Effective: 1/8/18
Michele Brandow	Administrative Assistant Foundation	Effective: 1/8/18
Patricia Friend	Director of Alumni & Annual Programs Foundation	Effective: 1/22/18
Erica Hickey	Coordinator of Access & Accommodations Disability Services	Effective: 1/8/18
James Loughlin	Assistant Director Corporate, Community & Continuing Education	Effective: 1/8/18
John Petro	Accounting Systems Analyst Finance	Effective: 1/8/18
Kathleen Szeszycki	Custodian Campus Operations	Effective: 1/8/18

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R E C O M M E N D E D   A C T I O N

That the above be employed.

Contract Renewal – Administrative & Professional Staff

In accordance with the provisions of the Administrative & Professional Staff Handbook, it is recommended that the appointment of the following individual be renewed until June 30, 2018.

Josiah Fuller  
Director, Educational Talent Search  
Student Services

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RECOMMENDED ACTION

That the appointment be renewed for the above Administrative & Professional staff member.

S U B J E C T R E P O R T – Leave of Absence (LOA)

Katarzyna Blahusiak	Associate Professor, Sociology Liberal Arts	L.O.A. (FMLA) 2/12/18 – 5/18/18
Sharon Davis	Secretary II Counseling & Advising	L.O.A. (FMLA) 1/19/18 – 4/17/18
Michelle Flory	Instructor, Developmental Communications Learning Enrichment & College Readiness	L.O.A. (FMLA) 12/4/17 – 5/18/18
Lynn Harrington	Director, Human Resources Human Resources	L.O.A. (FMLA) 1/3/18 – 1/15/18
Rosetta Maston	Reprographics Clerk Marketing & Communications	L.O.A. (FMLA) 12/2/17 – 3/13/18
Amanda Mesirow	Coordinator, Code of Conduct Student Development	L.O.A. (FMLA) Intermittent 11/10/17 – 11/9/18
Leann Murphy	Secretary II Career Programs	L.O.A. (FMLA) 11/29/17 – 1/3/18
Jeanne Ostrowski	P.T. Accounts Payable Clerk Finance	L.O.A. (FMLA) Intermittent 11/20/17 – 11/19/18
Bridget Spencer	Custodian Campus Operations	L.O.A. (FMLA) Intermittent 12/2/17 – 12/1/18
Claudia Tripoli	Associate Professor, Radiologic Technology Career Programs	LO.A. (FMLA) 1/22/18 – 3/9/18
Lindsey Zerbian	Coordinator, Education Center at Blue Island Academic Development/Outreach	L.O.A. (FMLA) 2/2/18 – 4/30/18

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R E C O M M E N D E D A C T I O N

That the above leaves be granted.

SUBJECT REPORT - Resignations/Terminations

Robert Salud

Multimedia Specialist  
Information Technology

Effective: 12/1/17

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RECOMMENDED ACTION

That the above be approved as presented.

Retirement – Administrative and Professional

The following employee has submitted a notice of retirement per date listed:

Pennyann Zoeteman	Senior Applications Developer Information Technology	3/2/18
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RECOMMENDED ACTION

It is recommended that the request for retirement be approved as presented.

Retirement – Faculty

The following employee has submitted a notice of retirement per date listed:

Aaltje Riphagen	Academic Advisor Student Development	8/31/18
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RECOMMENDED ACTION

It is recommended that the request for retirement be approved as presented.

Retirement – Support Staff

The following employee has submitted a notice of retirement per date listed:

Anita King	Program Assistant Student Success	4/30/18
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RECOMMENDED ACTION

It is recommended that the request for retirement be approved as presented.

SUBJECT REPORT – Reclassifications (Promotions, Transfers, Etc.)

<u>Name</u>	<u>Present Position</u>	<u>Action Taken</u>
John Andres	Departmental Assistant Learning Enrichment & College Readiness Support Staff	Reclassified to: Coordinator of Records & Assessment Administrative & Professional Effective: 1/8/18
Christine Bennett	Foundation Support Coordinator Foundation Administrative Classified	Reclassified to: Contract Training Support Coordinator Corporate, Community & Continuing Education Effective: 12/4/17
Larry Bernier	Lead Event Set-Up Worker Campus Operations Support Staff	Reclassified to: Warehouse Worker Shipping & Receiving Effective: 1/15/18
Todd Lamberth	User Support Services Coordinator Information Technology Administrative & Professional	Reclassified to: Technical Engineer Effective: 1/8/18
Jonathon Miller	Microsoft SQL DBA & System Administrator Information Technology Administrative & Professional	Reclassified to: Oracle/MS SQL Database & System Administrator Effective: 1/8/18
Jeanne Upreti	User Support Services Coordinator Information Technology Administrative & Professional	Reclassified to: Assistant Manager of User Support Services Effective: 1/8/18
Joseph Urchak	System Administrator I Information Technology Administrative & Professional	Reclassified to: IT System Manager Effective: 1/8/18

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RECOMMENDED ACTION

That the above be approved as presented.

**NEW BUSINESS**

- \*12.1 Affiliation Agreement with MetroSouth Medical Center (Mammography) Enclosed
- \*12.2 Affiliation Agreement with MetroSouth Medical Center (Phlebotomy) Enclosed
- \*12.3 Affiliation Agreement with The Rehabilitation Institute of Chicago (Respiratory Therapy) Enclosed
- \*12.4 Intergovernmental Agreement with Village of Brookfield for Donation of Fire Truck Enclosed
- \*12.5 Agreement with Professional Truck Driving School (PTDS) for Commercial Driving License (CDL) Training Enclosed
- \*12.6 Approval of New AAS Degree Program - New Automation and Engineering Technology (AET) Enclosed
- \*12.7 Resolution Reaffirming MVCC Policy and Procedures Prohibiting Sexual Harassment Enclosed
- \*12.8 Review of Closed Session Written Minutes and Audio Tapes Enclosed
- \*12.9 April 2018 Board Meeting Date Change Enclosed
- \*12.10 Document Imaging System Software Purchase Enclosed
- \*12.11 Network Backbone Fiber Upgrade Project Enclosed
- \*12.12 Tuition Increase Recommendation Enclosed
- \*12.13 Adoption of Resolution Setting Forth Tax Levies for 2017 and Approval of Tax Certificate of Tax Levy for 2017 Enclosed
- \*12.14 Property Tax Limitation Resolution Enclosed
- 12.15 Resolution Abating the Tax Heretofore Levied for the year 2017 to Pay Debt Service on the Taxable General Obligation Bonds (Alternate Revenue Source), Series 2012D, and General Obligation Bonds (Alternate Revenue Source), Series 2013, of Community College District 524 Enclosed

**ORDINANCE NO. 2017 – 67**

**AN ORDINANCE AUTHORIZING THE DONATION OF SURPLUS PROPERTY TO  
MORAIN VALLEY COMMUNITY COLLEGE BY THE  
VILLAGE OF BROOKFIELD, ILLINOIS**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 27<sup>TH</sup> DAY OF NOVEMBER 2017**

Published in Pamphlet form by  
Authority of the Corporate Authorities  
of the Village of Brookfield, Illinois,  
this 27<sup>th</sup> day of November 2017.

**ORDINANCE NO. 2017 – 67**

**AN ORDINANCE AUTHORIZING THE DONATION OF SURPLUS PROPERTY TO  
MORAIN VALLEY COMMUNITY COLLEGE BY THE  
VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, the Village of Brookfield (the “Village”), a body politic and corporate, duly organized and existing as a municipal corporation of the State of Illinois, is authorized by the laws of the State of Illinois to dispose of surplus property and to enter into contracts with respect thereto;

**WHEREAS**, Moraine Valley Community College - Community College District 524 (the “College”), a body politic and corporate, duly organized and existing as a community college district of the State of Illinois, is authorized by the laws of the State of Illinois to accept donations of property and to enter into contracts with respect thereto;

**WHEREAS**, Brookfield and the College are public agencies authorized by Article VII, Section 10, of the Constitution of the State of Illinois of 1970 and by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* to contract with any other public agency of Illinois or otherwise associate among themselves, and to exercise jointly, combine or transfer any power or function in any manner not prohibited by law or by ordinance;

**WHEREAS**, pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the corporate authorities of the Village are expressly authorized to dispose of personal property in such manner as they may designate with or without advertising the sale when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the Village; and

**WHEREAS**, a majority of the Village's corporate authorities have determined that certain personal property owned by the Village is no longer necessary or useful to or in the best interests of the Village and that such property should be disposed of in the manner provided for in this ordinance;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Trustees of the Village of Brookfield as follows:

**Section 1:** The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2:** Certain personal property, which is now owned by the Village and is described on Exhibit "A" attached hereto and made a part hereof is hereby declared by the corporate authorities to be surplus personal property of the Village, and the corporate authorities hereby find that such personal property is no longer necessary or useful to the Village and that the best interests of the Village will be served by its disposal as surplus personal property.

**Section 3:** The Village President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest an Intergovernmental Agreement by and between the Village of Brookfield, Illinois, and Community College District 524 for the Donation of a Fire Engine, a copy of which is attached hereto marked as Exhibit "B" and made a part hereof. The Village Manager or his designee is authorized to execute such further documentation necessary to donate the surplus personal property as identified in Exhibit "A" of this ordinance to the College with such provisions as shall be approved by the Village Manager, the execution of such documents being conclusive evidence of such approval; and the Village Manager is

hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest, countersign and deliver such documents to the respective parties thereto, as may be necessary and proper to carry out, give effect to and consummate the transactions contemplated herein.

**Section 4:** The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated hereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Purchase Order and the disposal of the surplus property.

**Section 5:** If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

**Section 6:** All ordinances or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any resolution or ordinance or part thereof.


**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]**

**Section 7:** This ordinance shall be in full force and effect after its passage by two-thirds of all the trustees holding office, approval and publication in pamphlet form as provided by law.

**ADOPTED** this 27<sup>th</sup> day of November 2017, pursuant to a roll call vote as follows:

Ayes: Trustees Cote, Garvey, Gilhooley,  
LeClere and Ryan  
Nays: None  
Absent: Trustee Evans  
Abstain: None

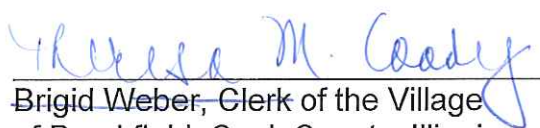
**APPROVED** by me this 27<sup>th</sup> day of November 2017,



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Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

**ATTESTED** and filed in my office,  
and published in pamphlet form  
this 27<sup>th</sup> day of November 2017.



---

~~Brigid Weber~~, Clerk of the Village  
of Brookfield, Cook County, Illinois  
Deputy Clerk  
THERESA M. COADY

**Exhibit "A"**  
**Surplus Property**

1986 Red Kovatch Fire Engine Model 1871 - WAT 4 X 2 Chassis

60,147 miles

VIN 1K9AF4282GN05800

**Exhibit "B"**  
**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE**  
**VILLAGE OF BROOKFIELD, ILLINOIS, AND COMMUNITY COLLEGE DISTRICT 524**  
**FOR THE DONATION OF A FIRE ENGINE**

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
VILLAGE OF BROOKFIELD, ILLINOIS, AND COMMUNITY COLLEGE DISTRICT 524  
FOR THE DONATION OF A FIRE ENGINE**

This Intergovernmental Agreement (the “Agreement”) is made this 27<sup>th</sup> day of November 2017, by and between the Village of Brookfield, an Illinois municipal corporation (“Brookfield”) and Moraine Valley Community College - Community College District 524, (the “College”).

WHEREAS, Brookfield and the College are public agencies authorized by Article VII, Section 10, of the Constitution of the State of Illinois of 1970 and by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* to contract with any other public agency of Illinois or otherwise associate among themselves, and to exercise jointly, combine or transfer any power or function in any manner not prohibited by law or by ordinance;

WHEREAS, Brookfield owns a 1986 Red Kovatch Fire Engine Model 1871 - WAT 4 X 2 Chassis (the “Fire Engine”) and desires to donate the Fire Engine to the College for use in the College’s Fire Science Program;

WHEREAS, the College desires to accept the donation of the Fire Engine and intends to use it in the College’s Fire Science Program; and

WHEREAS, Brookfield and the College desire to enter into this Agreement to set forth their respective responsibilities regarding the Fire Engine;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1.0 INCORPORATION AND CONSTRUCTION.**

1.1 All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this Agreement.

1.2 The headings of the paragraphs and subparagraphs of this Agreement are inserted

for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

## 2.0 DONATION.

2.1 Subject to the terms and conditions of this Agreement, Brookfield hereby conveys all rights, title, and ownership of the Fire Engine (Vehicle Identification Number 1K9AF4282GN058001) to the College for use by the College. Brookfield shall complete and provide the College with the documentation necessary for the transfer of the Fire Engine to the College. Title to the Fire Engine will vest in the College when the College accepts the delivery of the Fire Engine. Upon acceptance, the Fire Engine shall become the sole property of the College.

**2.2 The Fire Engine is not warranted by Brookfield to be fit for any purpose and the College accepts the Fire Engine in "as is" condition. Brookfield makes no warranties, express or implied, as to the condition or performance of the Fire Engine. All warranties express and implied are hereby disclaimed and waived, including, but not limited to, the implied warranties of merchantability or of fitness for a particular purpose.**

2.3 The College acknowledges that any insurance coverage, license, tags, plates or registration maintained by Brookfield on the Fire Engine shall be canceled upon delivery of the Fire Engine to, and the acceptance of the Fire Engine, by the College. The College shall take such actions as necessary to register, license and insure the Fire Engine upon delivery of the Fire Engine to, and the acceptance of the Fire Engine, by the College.

2.4 The College shall indemnify, hold harmless, and defend Brookfield or any of its officials, employees, or agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expenses of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the negligent and/or willful acts or omissions of its employees, agents and contractors related to the receipt, use or operation of the Fire Engine by the College.

## 3.0 MISCELLANEOUS PROVISIONS.

3.1 All notices or other communications required or given under the terms of this Agreement shall be in writing and shall be delivered by: (i) receipted personal delivery during regular business hours; (ii) commercial overnight courier service; (iii) certified mail, return receipt requested, properly addressed with postage prepaid; (iv) facsimile transmission during regular business hours; or (v) sent via electronic mail with any attachments in Portable Document Format (PDF) format, accompanied by a copy of the notice mailed by first-class mail, addressed to the parties as follows:

If to Brookfield: Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513  
Attn: Keith R. Sbiral, Village Manager  
[ksbiral@brookfieldil.gov](mailto:ksbiral@brookfieldil.gov)

With a copy to: Richard J. Ramello  
Storino, Ramello & Durkin  
9501 West Devon Avenue, Suite 800  
Rosemont, Illinois 60018  
[rramello@srd-law.com](mailto:rramello@srd-law.com)

If to the College: Moraine Valley Community College  
9000 W. College Pkwy.  
Palos Hills, Illinois 60465-2478  
Attn: Sylvia M. Jenkins, Ph.D., President  
[president@morainevalley.edu](mailto:president@morainevalley.edu)

With a copy to: Mr. John B. Murphey  
Rosenthal, Murphey, Coblenz & Donahue  
30 North LaSalle Street  
Suite 1624  
Chicago, Illinois 60602  
[jmurphey@rmcj.com](mailto:jmurphey@rmcj.com)

A notice shall be deemed to have been served: (i) upon the date of receipt if served by personal delivery or by commercial overnight courier service; (ii) upon the date of transmission of service by facsimile or electronic mail transmission, provided that the transmission is completed by 5:00 p.m., or if not completed by 5:00 p.m., on the next business day; or (iii) upon the second business day following deposit with the U.S. post office and served by certified mail. Any party may change the address to which service of notices shall be effected by a notice in conformity with the provisions of this Paragraph 3.1. The requirement to serve a courtesy copy of a notice shall be deemed a courtesy only, and failure to comply with the requirement shall not affect the compliance provisions of this Paragraph 3.1.

3.2 In the event of Brookfield's or the College's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, Brookfield or the College may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, Brookfield and the College agree as follows:

3.2.1 Brookfield and the College will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that they will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

3.2.2 If Brookfield or the College hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which Brookfield or the College may reasonably recruit; and Brookfield and the College will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3.2.3 In all solicitations or advertisements for employees placed by Brookfield or the College or on Brookfield's or the College's behalf, Brookfield and the College will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

3.2.4 Brookfield and the College will send to each labor organization or representative of workers with which Brookfield or the College has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of Brookfield's or the College's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with Brookfield's or the College's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, Brookfield or the College will promptly notify the Illinois Department of Human Rights; and Brookfield or the College will recruit employees from other sources when necessary to fulfill its obligations under the contract.

3.2.5 Brookfield and the College will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or Brookfield or the College, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

3.2.6 Brookfield and the College will permit access to all relevant books, records, accounts and work sites by personnel of Brookfield, the College and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance

with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

3.2.7 Brookfield and the College will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, Brookfield and the College will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify Brookfield, the College and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, Brookfield or the College will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

3.3 Brookfield and the College will not maintain or provide for their employees any segregated facilities at any of their establishments, and not permit their employees to perform their services at any location, under their control, where “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. Brookfield and the College shall (except where they have obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; and Brookfield and the College will retain such certifications in their files.

3.4 Brookfield and the College have and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

3.5 Brookfield and the College shall maintain their respective records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by Brookfield or the College shall be available for review by the other. Brookfield and the College shall cooperate with each other (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows Brookfield or the College to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by Brookfield or the College to maintain the books, records and supporting

documents required by this section or the failure by Brookfield or the College to provide full access to and copying of all relevant books and records within a time period which allows Brookfield or the College to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the party served with the Freedom of Information Act request for the recovery of any funds paid by that party under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

3.6 This Agreement, including matters incorporated herein, contains the entire understanding between the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements or understandings, oral or written, by and between the parties hereto, relating to the subject matter of this Agreement which are not fully expressed herein. The parties may modify or amend terms of this Agreement only by a written document duly approved and executed by both parties.

3.7 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

3.8 Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement. Each party warrants to the other that execution, delivery and performance of this Agreement does not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this Agreement on behalf of a party warrants to the other that such individual is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

3.9 This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

3.10 In event of a conflict between the terms or conditions of this Agreement and any term or condition found in any exhibit or attachment, the terms and conditions of this Agreement shall prevail.

3.11 The invalidity of any provision of this Agreement shall not, in any manner, affect the validity of any other provision hereof; and each and every provision of this Agreement shall be enforceable regardless of the invalidity, if any, of any other provisions hereof.

3.12 The laws of the state of Illinois shall govern this Agreement as to both interpretation and performance.

3.13 The venue for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court of Cook County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written by authorized agents for each party.

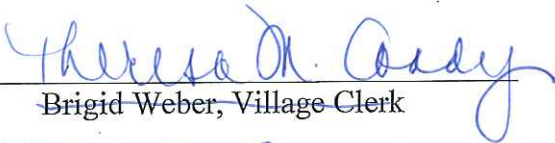
BROOKFIELD:  
Village of Brookfield,  
an Illinois municipal corporation

By:   
\_\_\_\_\_  
Kit P. Ketchmark, President

THE COLLEGE:  
Moraine Valley Community College,  
Community College District 524

By: \_\_\_\_\_  
John R. Coleman, Chairman

ATTEST:

By:   
\_\_\_\_\_  
~~Brigid Weber, Village Clerk~~

THERESA M. COADY  
DEPUTY CLERK

ATTEST:

By: \_\_\_\_\_  
Michael Murphy, Secretary

**INSTRUCTIONAL COURSE AGREEMENT FOR**  
**COMMERCIAL DRIVING LICENSE EDUCATION/PREPARATION COURSES**

Recommended Action:

It is recommended that the Board of Trustees approve the Instructional Course Agreement for commercial driving license education/preparation courses, pending documentation of insurance by Professional Truck Driving School.

**INSTRUCTIONAL COURSE AGREEMENT  
(COMMERCIAL DRIVING LICENSE EDUCATION/PREPARATION COURSES)**

This Agreement is dated \_\_\_\_\_, 2017, by and between Moraine Valley Community College (“MVCC” or the “College”) and Professional Truck Driving School (“PTDS”) with principal offices at 6246 South Archer Avenue, Summit, Illinois 60501.

**RECITALS**

A. The College, through its Corporate Community and Continuing Education Department, is interested in providing opportunities for interested individuals to train for and obtain commercial driver’s licenses with an aim toward those individuals obtaining careers as professional truck drivers.

B. The College does not have either on-campus facilities or a fleet of trucks necessary to implement its proposed CDL program. PTDS is a recognized professional truck driving school with facilities in Summit, Illinois and Bridgeview, Illinois, both within the geographic boundaries of the District.

C. The parties desire to enter into an agreement pursuant to which (i) the College will offer Basic and Plus CDL training courses; (ii) the College will provide classroom facilities for the College’s portion of the program, record keeping and marketing resources; (iii) the College will designate PTDS as the College’s sole source for the program; (iv) PTDS will provide classroom and driving-training facilities, trucks and over-the-road instructors to students; and (v) the College will compensate PTDS.

Accordingly, it is hereby agreed as follows:

**Section 1. Undertaking; Designation.** The College hereby agrees to undertake the development of a Basic and Plus (advanced) CDL program as part of the College’s curriculum.

The College hereby designates PTDS to be its sole source for providing curriculum materials, trailers, instructors and driving facilities for the behind-the-wheel aspects of the courses.

**Section 2. Undertakings of the College.** The College agrees to undertake the following in connection with the curriculum:

**2.1** The College will provide sufficient on-campus classroom space for students attending the College's portion of the course.

**2.2** The College will incorporate this program into its on-line, internet and paper curriculum, offerings and advertisings.

**2.3** The College will be responsible for collecting tuition and fees for students as well as ancillary services such as tuition refunds. The College will be responsible for any and all disputes relating to tuition payment or non-payment.

**2.4** The College will be responsible for all disputes regarding its students, tuition and related financial matters.

**2.5** The College will designate one or more professional staff members to coordinate and act as liaison to the program.

**Section 3. Undertakings of PTDS.** In connection with the curriculum, PTDS agrees as follows:

**3.1** PTDS will provide appropriate curriculum and materials for each of the CDL programs (Basic CDL – 176 hours and Plus CDL – 239 hours).

**3.2** PTDS will designate a professional staff member to coordinate and act as liaison to the College.

**3.3** PTDS will provide all instructors for the CDL classes. All instructors shall be licensed and certified as required by law.

**3.4** The classroom segment of the CDL class delivered by PTDS will be instructed at the PTDS facility.

**3.5** PTDS will be responsible for conducting all behind-the-wheel segments of the classes at one or both of its facilities.

**3.6** PTDS will be responsible for the scheduling and administration of any and all necessary drug tests, background checks, physicals, finger printings and permit fees. Test results will be shared with the College as necessary to administer the course.

**3.7** PTDS shall be responsible for maintaining all vehicles and equipment used in the CDL classes and shall be responsible for providing insurance for the activities of the students. To that end, PTDS will maintain insurance in amounts and with coverages as outlined below. In addition, for the policies defined in **3.7.1**, **3.7.2** and **3.7.3**, the College shall be named as additional insured on a primary and non-contributory basis. A certificate of insurance with a copy of the actual additional insured endorsement shall be provided to the College upon execution of this Agreement and annually prior to insurance renewal.

**3.7.1** Commercial General Liability: \$1,000,000 each occurrence.

**3.7.2** Commercial Automobile Coverage: \$1,000,000 each occurrence.

**3.7.3** Umbrella: \$4,000,000 each occurrence.

**3.7.4** Workers Compensation: Statutory benefits / \$1,000,000 employer's liability limit. A waiver of subrogation shall be provided to the College.

**3.8** PTDS will allow the College to place a logo/promotional message on the sides and back of each PTDS trailer used to deliver the course.

**Section 4. Frequency of Course Offerings.**

Each course will be offered on a monthly basis. Changes in schedule are subject to agreement by both parties.

**Section 5. Payments and Refunds.**

**5.1** The College will pay PTDS the following sums for each student who enrolls in the curriculum as follows:

**5.1.1** Basic CDL: \$3,100.00 (which includes \$445.00 for drug/physical testing and permit fees). The per student \$445.00 drug/physical testing and permit fees shall be paid within 10 business days of class start. The balance, \$2,655.00, shall be paid within 30 days of class start.

**5.1.2** Plus CDL: \$3,400.00 (which includes \$545.00 for drug/physical testing, permit and background/fingerprinting fees). The per student \$545.00 drug/physical testing, permit and background/fingerprinting fees shall be paid within 10 business days of class start. The balance, \$2,855.00, shall be paid within 30 days of class start.

**5.2** The College and PTDS agree to the student refund policy as follows:

**5.2.1** Drug/physical testing, permit and background/fingerprinting fees: Such fees associated with each program (Basic \$445.00 and Plus \$545.00) are non-refundable to the student. The College will pay PTDS such fees whether or not a student passes or fails the drug, physical and/or background check. The student shall be responsible for such fees whether or not he/she passes or fails the drug, physical and/or background check.

**5.2.2** Tuition refunds: Within 5 business days of the first day of class, a student may request a tuition refund for any reason. Should a student request a refund, the College will pay PTDS the amounts as follows:

**5.2.2.1** Basic CDL: \$740.00. Calculation: \$445.00 drug/physical testing and permit fees PLUS 1/9th of \$2,655.00 (\$3,100.00 tuition less \$445.00 fees).

**5.2.2.2** Plus CDL: \$782.92. Calculation: \$545.00 drug/physical testing and permit and background/fingerprinting fees PLUS 1/12th of \$2,855.00 (3,400.00 tuition less \$545.00 fees).

**Section 6. Term of Agreement.**

**6.1** This Agreement will run for an initial term of one (1) year beginning on February 1, 2018 and ending January 31, 2019. During the course of the year, the parties will periodically meet and confer for purposes of course administration and a determination as to whether to extend this Agreement for additional years.

**6.2** Notwithstanding the above, either party may terminate this Agreement at that parties' discretion upon thirty (30) days' written notice to the other party.

**Section 7. Notices.**

**7.1** Notices shall be in writing and delivered to the other party by way of a commercial courier service such as Fed Ex or UPS.

**7.2** Notices shall be delivered as follows:

IF TO THE COLLEGE:

Moraine Valley Community College  
9000 College Parkway  
Palos Hills, Illinois 60465  
Attention: Steve Pappageorge

WITH A COPY TO:

John B. Murphey  
Rosenthal, Murphey, Coblenz & Donahue  
30 N. LaSalle Street, Suite 1624  
Chicago, Illinois 60602

IF TO PTDS:

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

WITH A COPY TO:

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

**Section 8. Complete Agreement; Amendment.**

**8.1** This represents the complete Agreement between the parties.

**8.2** This Agreement may be amended only in writing.

PROFESSIONAL TRUCK DRIVING  
SCHOOL

MORAIN VALLEY COMMUNITY  
COLLEGE

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**APPROVAL OF NEW DEGREE PROGRAM:**

**AUTOMATION AND ENGINEERING TECHNOLOGY (AET) AAS DEGREE**

(See attached information.)

**Recommended Action:**

It is recommended that the Board of Trustees approve the new AAS degree program in Automation and Engineering Technology (AET), effective fall 2018.

# MEMO

DATE: December 2017

TO: Moraine Valley Board of Trustees

FROM: Dr. Pamela Haney, Vice President of Academic Affairs

RE: **New Automation and Engineering Technology AAS Program Approval**

The Moraine Valley Curriculum Development Group and the Curriculum Review Team have both approved the creation of the Automation and Engineering Technology (AET) AAS degree effective fall 2018.

This program is a 60 credit-hour degree program combines critical facets of advanced manufacturing and industrial automation including design, robotics, process control, maintenance, networking and industrial cybersecurity into a single degree program. A central focus of the program is to develop students who are able to understand, work and excel in this new, connected manufacturing environment associated with Industry 4.0 and the Industrial Internet of Things. Students will be able to focus in a specialty track of their choice such as CAD Automation, Electrical Automation, IT Automation, Mechanical Automation, or Mechatronics. This program uniquely addresses the complex real-world intricacies and inter-connectedness of automation by combining courses from other disciplines including IT and networking, CAD and mechanical design, and electronics and process control. Additionally, many of the courses will be offered virtually which is a course format not available at any other two-year colleges.

Specific studies from the Midwest identify a dangerous issue; a large percentage of skilled professionals in manufacturing, process control, healthcare and other highly automated industries are currently nearing retirement. These individuals possess a deep knowledge of the systems, processes, and vulnerabilities associated with our nation's critical infrastructure. These workers also serve as the first line of defense in protecting this infrastructure. The Manufacturing Institute and Deloitte concluded that "22% of skilled manufacturing workers (2.7 million employees) are retiring over the next decade. Industry growth means companies will need to add another 700,000 skilled employees, yielding a total of 3.4 million workers. Due to a variety of factors, the industry is projected to fall 2 million workers short of its needs" (Melanson, 2017).

As a response to this workplace shortage, the AET program was developed as part of an NSA-funded grant project: Cybersecurity Action Plan (CNAP) Investment in Expansion of CAE-C Education Programs. This grant is in partnership with Moraine Valley, the Center for Systems Security and Information Assurance (CSSIA), and the National Centers of Academic Excellence in Cybersecurity (CAE-C).

**RECOMMENDED ACTION:** Approval of the new Automation and Engineering Technology AAS program for submission to the Illinois Community College Board for new program approval effective fall 2018.

**AUTOMATION AND ENGINEERING TECHNOLOGY (AET) AAS DEGREE – 60 credit hours**  
**Proposed Effective Date – August 15, 2018**

This program prepares students for a career in the production automation, robotics, and industrial networking. This program provides in-depth knowledge and practical experience in production automation, robotics, and the Industrial Internet of Things (IIoT). Students will be working with state-of-the-art equipment including industrial robotics systems and automation controllers. Students focus their studies in five high-demand tracks: CAD Automation, Electrical Automation, IT Automation, Mechanical Automation, and Mechatronics.

**General Education Requirements –15 credit hours as follows\*:**

COM-101	Composition I	3
COM-103	Speech Fundamentals	3
BUS-120 or MTH-120 or MTH-133	Business Mathematics or General Education Mathematics or Math for Industry or higher math	3 3 2
___-___	Select 3 credit hours from Physical or Life Sciences BIO, CHM, EAS, GEL, NAT, PHS, or PHY	3
___-___	Select 3 credit hours from Behavioral Sciences, Humanities, Fine Arts, or Languages ANT, ECO, GEO, HIS, PSC, PSY, SOC, SSC, ARB, ART, FRE, HUM, LIT, MUS, PHI, SPA, THE	3-4

**Required Career Courses – 32-34 credit hours as follows\*:**

ELT-101	Electricity and Electronics	3
ELT-201	Industrial Controls	3
IMM-101	Mechanical Systems I	3
IMM-120	Fluid Power I: Basic Circuits	3
LAN-111	IT Essentials – A+	3
LAN-112	Managing IT – A+	3
MDT-101	Introduction to Drafting	3
MDT-145	Introduction to CAD	3
MDT-201	Manufacturing and Design	3
AET-101	Orientation to AET Careers	1
AET-110	Robotics I	3
AET-210	Automation Capstone	1-3

**Select 12-13 credit hours minimum from the following elective courses\*:**

ELT-102	Digital Logic/Solid State Devices	3
ELT-202	Advanced Industrial Controls	3
ELT-211	Introduction to PLCs	3
ELT-222	Advanced PLCs	3
IMM-107	Mechanical Systems II	3
IMM-220	Fluid Power II: Intermediate System	3
IST-109	Prints for Industry	3
LAN-121	Network Essentials	3
LAN-122	Network Services	4
LAN-153	IT Security Essentials – Security+	3
MDT-110	Mechanical Detailing	3
MDT-125	Introduction to Additive Manufacturing	2
MDT-115	Applied GD&T	2
MDT-205	Machine Elements	2
MDT-213	Plant Engineering Graphics	2
MDT-285	Intro to 3D Parametric Modeling	3
WLD-111	Basic Arc/Gas Welding I	3

\*Note: Credit hours must total at least 60 for graduation.

### Suggested Elective Schedules

- CAD Automation Track
- Electrical Automation (ELE) Track
- IT Automation Track
- Mechanical Automation (MEC) Track
- Mechatronics (MET) Track

Elective Courses		Credit Hours	CAD Track	ELE Track	IT Track	MEC Track	MET Track
ELT-102	Digital Logic/Solid State Devices	3		•			
ELT-202	Advanced Industrial Controls	3		•			•
ELT-211	Introduction to PLCs	3		•	•		•
ELT-222	Advanced PLCs	3		•			•
IMM-107	Mechanical Systems II	3				•	
IMM-220	Fluid Power II	3				•	
IST-109	Prints for Industry	3				•	
LAN-121	Network Essentials	3			•		
LAN-122	Network Services	4			•		
LAN-153	IT Security Essentials – Security+	3			•		
MDT-110	Mechanical Detailing	3	•				•
MDT-125	Introduction to Additive Manufacturing	2					
MDT-115	Applied GD&T	2	•				
MDT-205	Machine Elements	2	•				
MDT-213	Plant Engineering Graphics	2	•	•			
MDT-285	Intro to 3D Parametric Modeling	3	•				•
WLD-111	Basic Arc/Gas Welding I	3				•	
<b>Totals</b>			12	14	13	12	15

## Suggested Schedule

### Semester 1

ELT-101	Electricity and Electronics	3
LAN-111	IT Essentials – A+	3
MDT-145	Introduction to CAD	3
IMM-120	Fluid Power I	3
AET-101	Orientation to Automation and Engineering Tech	1
AET-110	Robotics I	3
<b>Semester hours</b>		<b>16</b>

### Semester 2

ELT-201	Industrial Controls	3
IMM-101	Mechanical Systems I	3
LAN-112	Managing IT – A+	3
MDT-101	Introduction to Drafting	3
MDT-201	Manufacturing and Design	3
<b>Semester hours</b>		<b>15</b>

## Electrical Automation Track

### Semester 3

ELT-102	Digital Logic/Solid State Devices	3
ELT-211	Introduction to PLCs	3
MDT-213	Plant Engineering Graphics	2
COM-101	Composition I	3
BUS-120 or MTH-120 or MTH-133	Business Mathematics or General Education Mathematics or Math for Industry or higher math	3 3 2
___-___	Select 3 credit hours from BIO, CHM, EAS, GEL, NAT, PHS, PHY	3
<b>Semester hours</b>		<b>16-17</b>

### Semester 4

ELT-202	Advanced Industrial Controls	3
ELT-222	Advanced PLCs	3
AET-210	Automation Capstone	1-3
COM-103	Speech Fundamentals	3
___-___	Select 3 credit hours from Behavioral Sciences, Humanities, Fine Arts, or Languages ANT, ARB, ART, ECO, FRE, GEO, HIS, HUM, LIT, MUS, PHI, PSC, PSY, SOC, SPA, SSC, THE	3
<b>Semester hours</b>		<b>13-15</b>

## IT Automation Track

### Semester 3

LAN-121	Network Essentials	3
LAN-122	Network Services	4
COM-101	Composition I	3
BUS-120 or MTH-120 or MTH-133	Business Mathematics or General Education Mathematics or Math for Industry or higher math	3 3 2
___-___	Select 3 credit hours from BIO, CHM, EAS, GEL, NAT, PHS, PHY	3
<b>Semester hours</b>		<b>15-16</b>

**Semester 4**

ELT-211	Introduction to PLCs	3
LAN-153	IT Security Essentials – Security+	3
AET-210	Automation Capstone	1-3
COM-103	Speech Fundamentals	3
___-___	Select 3 credit hours from Behavioral Sciences, Humanities, Fine Arts, or Languages ANT, ARB, ART, ECO, FRE, GEO, HIS, HUM, LIT, MUS, PHI, PSC, PSY, SOC, SPA, SSC, THE	3

**Semester hours 13-15****Mechanical Automation Track****Semester 3**

IMM-107	Mechanical Systems II	3
IST-109	Prints for Industry	3
COM-101	Composition I	3
BUS-120 or MTH-120 or MTH-133	Business Mathematics or General Education Mathematics or Math for Industry or higher math	3 3 2
___-___	Select 3 credit hours from BIO, CHM, EAS, GEL, NAT, PHS, PHY	3

**Semester hours 14-15****Semester 4**

IMM-220	Fluid Power II	3
WLD-111	Basic Arc/Gas Welding I	3
AET-210	Automation Capstone	1-3
COM-103	Speech Fundamentals	3
___-___	Select 3 credit hours from Behavioral Sciences, Humanities, Fine Arts, or Languages ANT, ARB, ART, ECO, FRE, GEO, HIS, HUM, LIT, MUS, PHI, PSC, PSY, SOC, SPA, SSC, THE	3

**Semester hours 13-15****Mechatronics Track****Semester 3**

ELT-202	Advanced Industrial Controls	3
MDT-110	Mechanical Detailing	3
MDT-285	Intro to 3D Parametric Modeling	3
COM-101	Composition I	3
BUS-120 or MTH-120 or MTH-133	Business Mathematics or General Education Mathematics or Math for Industry or higher math	3 3 2

**Semester hours 14-15****Semester 4**

ELT-211	Introduction to PLCs	3
ELT-222	Advanced PLCs	3
AET-210	Automation Capstone	1-3
COM-103	Speech Fundamentals	3
	Select 3 credit hours from BIO, CHM, EAS, GEL, NAT, PHS, PHY	3
	Select 3 credit hours from Behavioral Sciences, Humanities, Fine Arts, or Languages ANT, ARB, ART, ECO, FRE, GEO, HIS, HUM, LIT, MUS, PHI, PSC, PSY, SOC, SPA, SSC, THE	3

**Semester hours 16-18**

**RESOLUTION**

**(A RESOLUTION REAFFIRMING THE POLICY AND PROCEDURES  
OF MORAIN VALLEY COMMUNITY COLLEGE  
PROHIBITING SEXUAL HARASSMENT)**

Background

On November 16, 2017, Governor Rauner signed Public Act 100-0554 into law. This new law amends Section 70-5 of the Illinois State Officials and Employee Ethics Act (the "Ethics Act"), 5 ILCS 430/1 et seq., to require local governmental entities to adopt a sexual harassment policy by ordinance or resolution on or before January 15, 2018.

The college has had fully compliant, proactive sexual harassment policies and procedures for many years. The attached resolution documents compliance and commits the college to the policies embodied in existing Board policy and administrative procedures.

Recommended Action:

It is recommended that the Board of Trustees approve the attached resolution reaffirming the policy and procedures of Moraine Valley Community College prohibiting sexual harassment.

**MORaine VALLEY COMMUNITY COLLEGE  
COMMUNITY COLLEGE DISTRICT NO. 524  
COOK COUNTY, ILLINOIS**

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**RESOLUTION**

**A RESOLUTION REAFFIRMING THE POLICY AND PROCEDURES  
OF MORaine VALLEY COMMUNITY COLLEGE  
PROHIBITING SEXUAL HARASSMENT**

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**R E C I T A L S**

A. For many years, the Board of Trustees of Moraine Valley Community College has had in place both a policy prohibiting sexual harassment and administrative procedures implementing these Board policies.

B. The Illinois General Assembly has recently enacted Public Act 100-0554. This new law requires local governments such as community colleges to adopt resolutions (i) prohibiting sexual harassment, (ii) detailing how an individual may report sexual harassment, (ii) prohibiting retaliation and advising of the various legal protections available to individuals who believe they have been retaliated against, and (iv) advising as to the consequences of engaging in sexual harassment and filing a false report of sexual harassment.

C. It is the purpose of this Resolution to conform to Public Act 100-0554, thereby reaffirming the Board's previously adopted policies and the College's administrative procedures addressing sexual harassment.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MORAIN VALLEY COMMUNITY COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 524, COUNTY OF COOK AND STATE OF ILLINOIS, as follows:**

**SECTION 1: Finding.** The Board of Trustees hereby finds that Board of Trustees’ Policy No. 7242 and the Administration’s administrative procedures document, “Sexual Harassment Prohibition/ Policy and Procedures,” together fully comply with the requirements of Public Act 100-0554.

**SECTION 2: Reaffirmation of Commitment.** The Board of Trustees hereby reaffirms the commitment of the College to both prohibit and promptly address all forms of illegal harassment, both in the employment setting and throughout the educational setting.

**SECTION 3: Posting.** The Administration is hereby directed to appropriately post this Resolution on the College’s web site.

**SECTION 4: Effective Date.** That this Resolution shall be in full force and effect from and after its passage and approval by the Board of Trustees.

PASSED this 18<sup>th</sup> day of December, 2017.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

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

**REVIEW OF CLOSED SESSION WRITTEN MINUTES AND AUDIO TAPES**

Public Act 85-1355 requires that public bodies meet and review, at least on a semi-annual basis, written minutes of all closed session meetings to determine whether the need for confidentiality still exists.

Public Act 93-0523 became law in January, 2004, and requires that public bodies also keep a verbatim record of all closed session meetings in the form of an audio or video recording. The verbatim recording is to be kept confidential for a minimum of 18 months and may be destroyed after the public body approves the written minutes of that closed session and approves the destruction of the recording.

It has been at least 18 months since the adjournment of several recorded closed session meetings; the Board has previously determined that the written minutes of these meetings can be released.

Recommended Action:

It is recommended that the written minutes of the closed sessions held on May 16, 2017, and October 10, 2017 not be released.

It is recommended that the written minutes of the closed session held on June 6, 2017, be released.

Additionally, it is recommended that the audio tapes of October 13, 2015 and April 20, 2016 closed session meetings be destroyed.

Item 12.8:

Written Minutes:

- Recommend that the written minutes of the following closed session meeting be released:

June 6, 2017

- Recommend that the written minutes of the following closed session meeting not be released:

May 16, 2017

October 10, 2017

Audio Tapes:

- Recommend that the audio tapes of the following closed session meetings be destroyed (at least 18 months has passed since the closed session meeting was adjourned; the content has previously been approved; and the Board has voted to release the written minutes of these meetings):

October 13, 2015

April 20, 2016

**APRIL 2018 BOARD MEETING DATE CHANGE**

**Recommended Action:**

It is recommended that the Board of Trustees change the date of the April 2018 Board meeting from Tuesday, April 17, 2018, to Monday, April 16, 2017.

TO: Dr. Sylvia Jenkins, President  
FROM: Kamlesh Sanghvi, Chief Information Officer, Information Technology  
DATE: December 5, 2017  
RE: **Document Imaging System Software Purchase**

Each year, the college receives and handles thousands of paper records and documents. In certain departments, such as Financial Aid, Records & Registration, and Counseling & Advising, the volume of paper records and documents is creating problems with staff being able to process daily transaction in a timely and efficient manner. To assist with efficiency of these transactions and as part of continuous improvement, an electronic method of scanning, indexing and storing these documents was being sought and evaluated. In July 2016, Requests for Proposal (RFPs) were solicited for the purchase of a new document imaging software that will integrate with the college's Colleague system. Proposals were sought from companies with software designed to manage the electronic storage and indexing of documents, as well as create electronic forms and procedural workflows. Thirteen (13) firms submitted a response to the RFP.

Upon receipt of the proposals, the Document Imaging Review Team, which consists of key staff members from various departments' campus wide, began the task of reviewing and evaluating the proposals. The review team narrowed the proposals to three (3) finalists which appeared to meet the college's needs as documented in the RFP: Hyland Software, Inc., of West Lake, Ohio, Lexmark, of Lenexa, Kansas, and Softdocs, Inc., of Columbia, South Carolina. These three (3) firms were asked to perform product demonstrations to further assist the team in understanding each application's capabilities and the college's requirements. Upon completion of these demonstrations, the team further narrowed the selection down to two (2) firms, Hyland and Lexmark.

Because of the vast scope of this project, a critical position opening for this project for Applications Support Specialist, and a need for cross departmental support, the college temporarily suspended the final evaluation and selection process. In the interim, The Document Imaging Review Team continued their evaluations and contacted several colleges that had implemented a document imaging solution to further understand the necessary requirements, the departments that would need to be involved and the decisions that would need to be made by college staff. During this time frame, Lexmark, one of the two (2) finalists that the college was evaluating, was acquired by Hyland. This left the college to further evaluate the sole finalist, Hyland and their software solution, OnBase.

After extensive review of the proposal, needs assessment, product demonstration and reference verifications, the Team is recommending OnBase by Hyland as the college's choice of document imaging software. Since 1991, Hyland has expertise in government, higher education and financial services industries. OnBase is a single enterprise solution software that can be tailored to the college's needs for record and document imaging management. Current pricing for this purchase request is lower than the initial RFP submission from Hyland and will be based upon consortium pricing via The Cooperative Purchasing Network, TCPN, Contract #150404.

**RECOMMENDED ACTION:** It is recommended that the Board of Trustees approve and authorize Hylands's proposal for the purchase of the OnBase Document Imaging System software spread across a term of five (5) years. The cost breakdown of their proposal is as follows:

Software:	\$116,070.00
Maintenance:	\$ 28,553.00
Installation:	\$ 68,000.00

**Total for software, maintenance and installation per TCP Contract: \$212,623.00**

TO: Robert Sterkowitz, Vice President Financial and Business Services  
and College Treasurer

FROM: Sue Gray, Director of Infrastructure and Network Services  
Jane Bentley, Director of Purchasing

DATE: December 7, 2017

RE: **Network Backbone Fiber Upgrade Project**

The college's fiber infrastructure was installed more than twenty years ago. Over time, some of the fiber has failed and some of the fiber no longer meets the technological needs of the college. This fiber infrastructure is the backbone of the college's network base, providing access to applications such as Colleague, email, Canvas, and the internet. As technology changes, so do the requirements of the fiber infrastructure. As a result, the Information Technology Department has researched the requirements for a necessary upgrade to the college's network fiber in order to support the technological increase in demand.

In an effort to provide a foundation that will support the college for many years, the Information Technology Department is recommending the installation of single mode fiber in areas where the fiber has either failed or no longer meets the need. Furthermore, the single mode fiber is expected to meet the technological needs of the college's infrastructure well into the future. Moraine Valley has standardized on the Ortronics line of fiber cabling and associated parts. Pricing from four (4) vendors was sought for this upgrade project. Working with these vendors, upon review of their proposals, it has been determined that Applied Communications Group, of Schaumburg, Illinois has submitted the best cost solution for this cabling, parts and professional installation.

**RECOMMENDED ACTION:** Whereas Applied Communications Group, of Schaumburg, Illinois provided the lowest responsible and responsive quotation for this project, it is recommended that the Board of Trustees approve and authorize the issuance of Purchase order in the amount of \$ **37,730.00** to **Applied Communications Group** for the Network Backbone Fiber Upgrade Project.

**TUITION INCREASE**

At the Board of Trustees September 16, 2017, Board Retreat, an in-depth discussion was held to consider a three-year proposal to increase tuition.

**Recommended Action:**

It is recommended that the Board of Trustees approve a \$3 per credit hour increase in tuition, effective for the fall 2018 semester; a \$3 per credit hour increase in tuition, effective for the fall 2019 semester; and a \$3 per credit hour increase in tuition, effective for the fall 2020 semester.

**ADOPTION OF RESOLUTION SETTING FORTH TAX LEVIES FOR 2017 AND**  
**APPROVAL OF CERTIFICATE OF TAX LEVY FOR 2017**

This resolution sets forth the levy recommended at the November 14, 2017 Board meeting. The Certificate of Tax Levy is a part of this resolution. See attached resolution.

**Recommended Action:**

It is recommended that the Board of Trustees adopt the Resolution Setting Forth Tax Levies for 2017 and approve the Certificate of Tax Levy for 2017.

**MORAIN VALLEY COMMUNITY COLLEGE  
COMMUNITY COLLEGE DISTRICT NO. 524  
COOK COUNTY, ILLINOIS**

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**RESOLUTION SETTING FORTH TAX LEVIES FOR 2017**

**“BE IT RESOLVED BY THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 524, COUNTY OF COOK AND STATE OF ILLINOIS, AS FOLLOWS:**

**SECTION 1:** That the sum of Twenty One Million Seven Hundred Ninety-Eight Thousand Seventy-Five Dollars (\$21,798,075) be levied as a tax for Educational purposes; and the sum of Seven Million Six Hundred Ninety-Six Thousand Sixty-Seven Dollars (\$7,696,067) be levied as a tax for Operations and Maintenance purposes; and the sum of Four Hundred Fifty-Nine Thousand Two Hundred Sixty-Eight Dollars (\$459,268) be levied as a special tax for the purposes of Local Government and Governmental Employees Tort Immunity Act; and the sum of Eighty-One Thousand Dollars (\$81,000) be levied as a special tax for Financial Audit purposes; and the sum of One Million Dollars (\$1,000,000) be levied as a special tax for Protection Health and Safety purposes on the equalized assessed value of the taxable property of Community College District 524, County of Cook and State of Illinois, for the year 2017 to be collected in the year 2018; and that the levy for the year 2017 be allocated 50% for Fiscal Year 2018 and 50% for Fiscal Year 2019.

**SECTION 2:** That the Secretary of the Board of Trustees of Community College District 524, County of Cook and State of Illinois, is hereby authorized and directed to file a Certificate of Levy in substantially the form that is attached hereto with the County Clerk of Cook County, Illinois, on or before the last Tuesday of December 2017.

**SECTION 3:** That this resolution shall be in full force and effect from and after its passage, approval and filing, as provided by law.

**SECTION 4:** That the Chairperson is authorized to execute the attached Certificate of Compliance with the Truth in Taxation Act.

PASSED this 18th day of December, 2017.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Chairperson, Board of Trustees

ATTEST:

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

**CERTIFICATE OF TAX LEVY**

Community College District No 524 County Cook

Community College District Name Moraine Valley District 524 and State of Illinois hereby certify that we require:

the sum of \$ 21,798,075 to be levied as a tax for educational purposes (110 ILCS 805/3-1), and

the sum of \$ 7,696,067 to be levied as a tax for operations and maintenance purposes (110 ILCS 805/3-1,

the sum of \$ \_\_\_\_\_ to be levied as an additional tax for educational and operations and maintenance purposes (110 ILCS 805/3-14.3), and

the sum of \$ 459,268 to be levied as a special tax for the purposes of Local Government and Governmental Employees Tort Immunity Act, (745 ICLS 10/9-107), and

the sum of \$ \_\_\_\_\_ to be levied as a special tax for Social Security and Medicare insurance purposes, (40 ILCS 5/21-110 AND 5/21-110.1), and

the sum of \$ 81,000 to be levied as a special tax for financial audit purposes (50 ILCS 310/9), and

the sum of \$ 1,000,000 to be levied as a special tax for protection, health and safety purposes (110 ILCS 805/3-20.3.01.

the sum of \$ - to be levied as a special tax for (specify) \_\_\_\_\_ purposes, on the taxable property of our community college district for the year 2017.

Signed this 18<sup>th</sup> day of December, 2017 \_\_\_\_\_  
MVCC Chairperson of the Board

\_\_\_\_\_  
MVCC Secretary of the Board

When any community college district is authorized to issue bonds, the community college board shall file in the office of the county clerk in which any part of the community college district is situated a certified copy of the resolution providing for their issuance and levying a tax to pay them. The county clerk shall each year during the life of a bond issue extend the tax for bonds and interest set forth in the certified copy of the resolution. Therefore, to avoid a possible duplication of tax levies, the community College Board should not include in its' annual tax levy a levy for bonds and interest.

Number of bond issues of said community college district, which have not been paid in full six.

This certificate of tax levy shall be filed with the county clerk of each county in which any part of the community college district is located on or before the last Tuesday in December.

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**DETACH AND RETURN TO COMMUNITY COLLEGE DISTRICT**

This is to certify that the Certificate of Tax Levy for Community College District No. 524 County of Cook and State of Illinois on the equalized assessed value of all taxable property of said community college district for the year 2017, was filed in the office of the County Clerk of this county on \_\_\_\_\_ 2017.

In addition to an extension of taxes authorized by levies made by the board of said community college district, an additional extension(s) will be made, as authorized by the resolution on file with this office, to provide funds to retire bonds and pay interest thereon. The total amount, as approved in the original resolution(s), for said purpose for the year 2017 is

\$ \_\_\_\_\_.

\_\_\_\_\_  
Date County Clerk and County

**COOK COUNTY TRUTH IN TAXATION LAW**

**CERTIFICATE OF COMPLIANCE**

I, John R. Coleman, hereby certify that I am the presiding officer of Community College District No. 524, Moraine Valley Community College, and as such presiding officer I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of the Illinois Property Tax Code - Truth in Taxation Law, 35 ILCS 200/18-55, et seq. (2002).

This certificate applies to the 2017 tax levy.

\_\_\_\_\_  
John R. Coleman, Chairman  
Board of Trustees

December 18, 2017  
Date

**PROPERTY TAX LIMITATION RESOLUTION**

(See attached resolution)

Recommended Action:

It is recommended that the Board adopt the Property Tax Limitation Resolution as presented.

Property Tax Limitation Resolution

**BE IT RESOLVED** that the following funds not be limited by the Tax Limitation Act and that levies be no less than the following amounts:

Life Safety               \$ 1,000,000

**Auditing**                       **81,000**

Liability Ins. and Tort   459,268

Funds to be limited if necessary:

Education                 21,798,075

not below 21,400,000

Building                 7,696,067

not below 7,525,000

Adopted this 18<sup>th</sup> day of December 2017

Chairman  
Board of Trustees

**RESOLUTION ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2017  
TO PAY DEBT SERVICE ON THE TAXABLE GENERAL OBLIGATION BONDS  
(ALTERNATE REVENUE SOURCE), SERIES 2012D, AND GENERAL OBLIGATION  
BONDS (ALTERNATE REVENUE SOURCE), SERIES 2013, OF COMMUNITY  
COLLEGE DISTRICT 524**

(See attached resolution)

Recommended Action:

It is recommended that the Board adopt the resolution as presented.

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 524, County of Cook and State of Illinois, held at the Building D, Room D219, 9000 West College Parkway, Palos Hills, Illinois, in said Community College District at 6:30 o'clock P.M., on the 18<sup>th</sup> day of December, 2017.

\* \* \*

The meeting was called to order by the Chairman and upon the roll being called, John R. Coleman, the Chair, and the following Trustees were physically present at said location: \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ (non-voting student member).

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

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

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

The Chair announced that the next item of business before the Board of Trustees was the consideration of a resolution abating the tax heretofore levied for the year 2017 to pay debt service on the Taxable General Obligation Bonds (Alternate Revenue Source), Series 2012D, and General Obligation Bonds (Alternate Revenue Source), Series 2013, of the District.

Whereupon Member John Coleman presented and the Secretary read by title a resolution as follows, copies of which were made available to all in attendance at said meeting who requested a copy:

RESOLUTION abating the tax heretofore levied for the year 2017 to pay debt service on Taxable General Obligation Bonds (Alternate Revenue Source), Series 2012D, and General Obligation Bonds (Alternate Revenue Source), Series 2013, of Community College District No. 524, County of Cook and State of Illinois.

\* \* \*

WHEREAS, the Board of Trustees (the “*Board*”) of Community College District No. 524, County of Cook and State of Illinois (the “*District*”), by resolution adopted on the 19th day of September, 2012, as amended by notifications of sale (the “*Resolution*”), did provide for the issue of \$5,400,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2012D, and \$28,290,000 General Obligation Bonds (Alternate Revenue Source), Series 2013 (together, the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

Whereas the District hereby determines that the Pledged Revenues (as defined in the Resolution) are or will be available to pay the principal of and interest on the Bonds when due in that bond year (December 1 and June 1), so as to enable the abatement of the Pledged Taxes (as defined in the Resolution) levied for the same; and

WHEREAS, it is necessary and in the best interests of the District that the tax heretofore levied for the year 2017 to pay principal and interest on the Bonds be abated:

NOW, THEREFORE, Be It and It is Hereby Resolved by the Board of Trustees of Community College District No. 524, County of Cook and State of Illinois, as follows:

*Section 1. Incorporation of Preambles.* The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

*Section 2. Abatement of Tax.* The tax heretofore levied for the year 2017 in the Resolution is hereby abated in its entirety.

*Section 3. Filing of Resolution.* Forthwith upon the adoption of this Resolution, the Secretary of the Board shall file a certified copy hereof with the County Clerk of the County of Cook, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

*Section 4. Effective Date.* This Resolution shall be in full force and effect forthwith upon its adoption.

Adopted December 18, 2017.

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Chair, Board of Trustees

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Secretary, Board of Trustees

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

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

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

NAY: \_\_\_\_\_

Whereupon the Chair declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Trustees of Community College District No. 524, County of Cook and State of Illinois, which was done.

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

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK         )

**CERTIFICATION OF RESOLUTION AND MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees (the “*Board*”) of Community College District No. 524, County of Cook and State of Illinois (the “*District*”), and as such official I am the keeper of the records and files of the District and the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 18th day of December, 2017, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION abating the tax heretofore levied for the year 2017 to pay debt service on Taxable General Obligation Bonds (Alternate Revenue Source), Series 2012D, and General Obligation Bonds (Alternate Revenue Source), Series 2013, of Community College District No. 524, County of Cook and State of Illinois.

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature, this 18th day of December, 2017.

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Secretary, Board of Trustees

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION abating the tax heretofore levied for the year 2017 to pay debt service on Taxable General Obligation Bonds (Alternate Revenue Source), Series 2012D, and General Obligation Bonds (Alternate Revenue Source), Series 2013, of Community College District No. 524, County of Cook and State of Illinois.

duly adopted by the Board of Trustees of the Community College District No. 524, County of Cook and State of Illinois, on the 18th day of December, 2017, and that the same has been deposited in the official files and records of my office.

I do further certify that the tax heretofore levied for the year 2017 for the payment of Taxable General Obligation Bonds (Alternate Revenue Source), Series 2012D, and General Obligation Bonds (Alternate Revenue Source), Series 2013, as described in said resolution will be abated in its entirety as provided in said resolution.

IN WITNESS WHERETO, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
County Clerk

(SEAL)