

**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, 6:00 PM, Tuesday, April 16, 2019, 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 - Regular Meeting, March 19, 2019
4. **AUDIENCE PARTICIPATION**
5. **BOARD REPORTS AND/OR REQUESTS**
  - 1) Presentation to Mason Folsom
  - 2) Oath of Office - Student Trustee - Andrew (Drew) Williams
  - 3) Student Trustee Report - Drew Williams
6. **REPORTS OF ADMINISTRATION**
  - 1) Student Recognitions
    - Women's Basketball Team
  - 2) President's Report
    - National Council for Marketing & Public Relations (NCMPR) Awards
7. **COMMUNICATIONS**
  - 1) Letter from American Association for Women in Community Colleges re Sadya Khan, Recipient of AAWCC's Under 40 Award
  - 2) Letter from Professional Certificate Approval Program (PCAP) Council re Accreditation for Coding Specialist Program (Donna Schnepf)
  - 3) Letter from the Government Finance Officers Association (GFOA) re Certificate of Achievement for Excellence in Financial Reporting for FY18 Comprehensive Annual Financial Report (CAFR)
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 (including Travel Expense Reimbursements)
  - 2) \* Education Fund
  - 3) \* Operation & Maintenance Fund

- 4) \* Operation & Maintenance Restricted Fund
- 5) \* Bond & Interest Fund
- 6) \* Auxiliary Enterprise Fund
- 7) \* Restricted Purpose Fund
- 8) \* Working Cash Fund
- 9) \* Trust and Agency Fund
- 10) \* Audit Fund
- 11) \* Liability, Protection and Settlement Fund
10. **REPORT OF PERSONNEL**
  - 1) \* Full-Time
    - a. \* Non-Renewal of Appointment - Grant Funded
  - 2) \* Part-Time/Supplemental/Other
  - 3) Salary Revisions
  - 4) Leave of Absence (LOA)
    - a. \* Sabbatical Leave - Faculty
  - 5) \* Resignations/Terminations
    - a. \* Retirement - Administrative & Professional
  - 6) \* Reclassifications (Promotions, Transfers, Corrections, etc.)
11. **UNFINISHED BUSINESS**
12. **NEW BUSINESS**
  - 1) \* Affiliation Agreement with George Skarpathiotis MD SC (Medical Assistant)
  - 2) \* Resolution for Observance of Arbor Day 2019
  - 3) \* Palos Hills Request for Use of College Property
  - 4) \* Scissor Lift Bid
  - 5) Acquisition of Property
13. **MISCELLANEOUS**
  - 1) Presentation to Daniel Casey
  - 2) Presentation to Eileen O'Sullivan
  - 3) Presentation to Sandra Wagner
14. **AUDIENCE PARTICIPATION**
15. **ADJOURNMENT**

Agenda Item 3.0  
April 16, 2019

**MINUTES**

Approved Minutes of the Regular Meeting of February 19, 2019

Enclosed

**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, February 19, 2019, 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 6:00 PM.

**II. ROLL CALL**

Present: John Coleman, Chairman; Daniel Casey; Kimberly Hastings; Joseph Murphy; Brian O'Neill; Eileen O'Sullivan; Sandra Wagner; Mason Folsom, Student Trustee

Absent:

**III. MINUTES**

The Board of Trustees, having reviewed the unapproved Minutes of the Public Hearing on the Tax Levy of December 18, 2018, and the unapproved minutes of the Regular Meeting of December 18, 2018, and there being no further corrections to the minutes, the minutes are approved as presented.

**IV. AUDIENCE PARTICIPATION**

Brendan Houlihan addressed the Board, stating that he is a financial advisor living in Palos Heights with his family and a candidate for the Board of Trustees six-year full term position in the April 2 election. He decided to pursue this position because he is a community-minded person and because this educational institution is an asset to the people in this district. Recently, the electoral board officers of Moraine Valley Community College ruled that candidates' petition papers were in proper order and that all names should remain on the April 2 ballot. He indicated that objector Craig Schmidt of Orland Hills is once again attempting to throw him and four other candidates off the ballot by challenging the decision of the electoral board in the Cook County Circuit Court on February 25. He indicated that he felt the decision of the electoral board should be upheld and he urged the Moraine Valley Community

College Board of Trustees and their attorneys to aggressively defend the decision. He stated that there are eight candidates seeking three positions for full six-year terms. The challenger is trying to remove five of those candidates. The challenge is forcing Moraine Valley Community College to spend taxpayer dollars in legal expenses and is also costing those challenged legal costs. Mr. Houlihan stated that many voters of our community are asking what is behind these challenges and his suggestion is to let the voters decide who should be trustees at Moraine Valley Community College, not Craig Schmidt.

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

### 5.1 Student Trustee Report

Mr. Folsom reported on a number of recent events, including the Faculty Scholarship Ceremony, for which students were nominated by professors for scholarships up to \$500. He reported that 24 students received scholarships. The next event was the R U Ready to Graduate event, which featured both public and private colleges in the area providing information to students about classes, applications, and, for students with an official transcript, potential on-site acceptance. Welcome Days and Spirit Week helped usher in the spring semester with some fun activities and offered an opportunity to showcase student clubs and organizations on campus. Mr. Folsom shared a list of events being held in honor of Black History Month, including “Dear Mama: Are You All Right?” Latoya Johnson-Foster, author of the book *I Got This*, discussed various themes from her book and issues that black mothers face. The live Museum and Monologues event was a two-part event with Black Student Association members dressing up in character and engaging students and, also, giving presentations in the library. He shared a short video clip of one presentation. A Moraine Area Career System high school student competition was held with students from various disciplines demonstrating their skills. To conclude his report, Mr. Folsom reported on a Second City performance, which was the annual visit of Second City to the Fine and Performing Arts Center, with the addition this year of an improv training session for interested participants.

## VI. **REPORTS OF ADMINISTRATION**

### 6.1 President’s Report

- Corporate, Community & Continuing Education – Steven Pappageorge, Executive Director for Corporate, Community & Continuing Education (CCCE), provided an update on the CDL truck driving program offered

through CCCE. He shared marketing materials and labor market information showing strong growth in demand for qualified drivers who are able to earn upwards of \$50K. He reviewed the CDL program, offered in partnership with the Professional Truck Driving School. Students can take one of two options: Basic (9 weeks) and Plus (12 weeks). The Plus program adds additional skills, road hours, and endorsements. To date, there have been 10 graduates, 10 active students and one registered who has not started yet. Tuition revenue since March 2018 is \$90K, with \$23K gross profit. Most importantly, the pass rate for the state's CDL license examination by program students is 100%. Steve reviewed some next steps with the program, including looking at payment plans that might allow more students to enroll, corporate partnerships, Class B licensing (passenger/school buses), a credit-based program (Title IV eligibility), and more endorsements or specializations for students to earn.

- Rooftop Solar Panels – Rick Hendricks, Vice President of Administrative Services, introduced Christina Zajicek, Sales Director for the Illinois Public Sector, from ForeFront Power, and Stephenie Presseller, Sustainability Manager, who provided some history. Stephenie reported that this project began with a competitive Request for Proposal (RFP) process through the South Metropolitan Higher Education Consortium (SMHEC). Consultants were hired to further review the RFPs, and ForeFront Power was selected to work with SMHEC member colleges who want to take advantage of this program. ForeFront completed successful structural evaluations of the college's buildings to determine suitability for the installation of solar panels. They will also provide renewable energy curriculum, solar array training, and a monitoring portal that will share real-time information on the solar panel activity. Ms. Zajicek indicated that ForeFront Power is one of the largest solar developers in the country and has completed more than 1,000 installations nationally. She provided an overview of ForeFront's role, which will install approximately 5,000 rooftop solar panels on buildings L, A, B, H, and T. ForeFront finances all capital costs, including permits, engineering, construction, and funding for the long-term maintenance of the solar array for the 20-year term. She explained that the project will be partially funded through a federal investment tax credit for installation and equipment costs and through the securing of Renewable Energy Credits (RECs) offered by the state of Illinois Adjustable Block solar incentive program. Construction is anticipated to begin in summer 2019, with the project coming online by October 2019. The solar proposal will offset 14.42% of the college's annual electricity consumption through a rate about half of the college's current 6-cent rate per kilowatt hour, which will escalate at a rate of 1.5% annually over the 20-year period to 4.2 cents

in year 20. Year one savings to the college are projected at \$63,000, and over the 20-year project, overall savings to the college could be approximately \$1.7 million.

Dr. Jenkins reported that the Board has been kept apprised of the recent challenging weather events that resulted in a late opening and closure of the campus. She publicly thanked all of the faculty and staff who work hard to support students and recognized IT and Finance/Payroll for making sure work was complete for the college payroll in a shortened week, Campus Operations for being on campus and working to keep the campus cleared of snow and ice, and Clare Briner and Jessica Crotty for getting information out to staff and students. She reported that the February 8 community breakfast for strategic planning was well attended by community leaders and the discussion was very productive. She will be sending participants a thank you note and a summary of their work and what the college needs to focus on moving forward. She thanked Dr. Lehner and Dr. Khan and staff members for all the work involved in preparing for and holding the community breakfast. The college's Alumni Hall of Fame will induct four new alumni members tomorrow evening: Holly Bartecki, Dylan Lloyd, José Ángel Navejas, and Dave Shalabi. Dr. Jenkins also reported on work to update the college's Facilities Master Plan and thanked Mr. Coleman and Mr. Murphy for participating in a workshop for this project. The board will see more information in draft form next month. She indicated that the college is required to update its plan every five years, and although it is not quite five years to the next review, it was felt that at this point in the growth of the college, some priorities needed to be addressed. She mentioned two areas of attention, including a health science facility and a strategy for better serving the northeast sector of the district.

## **VII. COMMUNICATIONS**

- 7.1 Letter from American Association of Community Colleges (AACC) to Andrea Bailey re Appointment to AACC Faculty Advisory Council
- 7.2 Letter from National Council for Marketing & Public Relations (NCMPR) re Paragon Awards awarded to Moraine Valley
- 7.3 Letter of Congratulations from Waubensee President Christine Sobek re Sylvia Jenkins receiving CASE V Chief Executive Leadership Award
- 7.4 Letter to Sylvia Jenkins from Chicago Audubon Society re Receiving The Craig Stettner Award for Environmental Education
- 7.5 Congratulatory Letter to Susan Godwin from National Association of Developmental Education (NADE) as 2019 recipient of the Gladys R. Shaw Outstanding Service to Developmental Education Students Award

**VIII. FINANCIAL STATEMENT**

**FOR DECEMBER 2018:**

8.1 Treasurer's Report

Treasurer's Report showing an ending balance of \$101,099,425.56 will be filed for audit. (DOCUMENT A - SUPPLEMENT TO MINUTES)

8.2 Budget Report

(DOCUMENT B - SUPPLEMENT TO MINUTES)

**FOR JANUARY 2019:**

8.3 Treasurer's Report

Treasurer's Report showing an ending balance of \$100,852,629.23 will be filed for audit. (DOCUMENT C - SUPPLEMENT TO MINUTES)

8.4 Budget Report

(DOCUMENT D - SUPPLEMENT TO MINUTES)

**CONSENT AGENDA (IX – XII):**

It was moved by Mr. Murphy and seconded by Ms. O’Sullivan to approve the following consent agenda items:

**IX. WARRANTS**

**FOR DECEMBER 2018:**

The warrant summaries are presented to the Board.

9.1	Account Expenditure Summaries	
9.2	Education Fund	\$5,992,578.57
9.3	Operation & Maintenance Fund	1,010,536.46
9.4	Operation & Maintenance Fund (Restricted)	54,592.61
9.5	Bond & Interest Fund	-0-

9.6	Auxiliary Enterprise Fund	771,341.81
9.7	Restricted Purpose Fund	1,925,080.77
9.8	Working Cash Fund	-0-
9.9	Trust and Agency Fund	16,622.10
9.10	Audit Fund	-0-
9.11	Liability, Protection & Settlement Fund	-0-

(DOCUMENT E - SUPPLEMENT TO MINUTES)

**FOR JANUARY 2019:**

The warrant summaries are presented to the Board.

9.1	Account Expenditure Summaries	
9.2	Education Fund	\$6,268,940.16
9.3	Operation & Maintenance Fund	1,094,788.73
9.4	Operation & Maintenance Fund (Restricted)	232,243.27
9.5	Bond & Interest Fund	-0-
9.6	Auxiliary Enterprise Fund	1,021,297.86
9.7	Restricted Purpose Fund	602,503.98
9.8	Working Cash Fund	-0-
9.9	Trust and Agency Fund	4,669.48
9.10	Audit Fund	-0-
9.11	Liability, Protection & Settlement Fund	17,675.86

(DOCUMENT F - 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

Anthony Bauer – Groundskeeper, Campus Operations - effective 2/25/19

Christopher Crnkovic - Director, IT Project Management, Information Technology - effective 2/25/19

Likhit Devkota - Senior System Administrator. Infrastructure and Network Services - effective 2/25/19

Graciela Diaz - Financial Aid Assistant, Financial Aid - effective 2/25/19

Alma Gaona - Financial Aid Expeditor, Financial Aid - effective 2/25/19

Judy Healy - Budget Manager, Finance - effective 3/4/19

Jennifer Pilarczyk - Testing Specialist, Testing Services - effective 2/25/19



10.1-1(d) Contract Extension: Non-Tenure Review for Bargaining Unit Member

As a result of a FMLA taken during the Spring 2018 semester, the following individual is recommended for a six-month contract for Fall 2019 with an extension of tenure decision to be made in the Fall 2019 semester (eligible for tenure beginning Spring 2020):

Michelle Flory                      Developmental Communications  
(DOCUMENT K - SUPPLEMENT TO MINUTES)

10.1-1(e) Non-Renewal of Appointment – Administrative & Professional Staff

It is recommended that the appointment of the following individual not be renewed for FY 2020, effective June 30, 2019:

Carissa Davis                      Director of Financial Aid  
(DOCUMENT L - SUPPLEMENT TO MINUTES)

10.1-2 Part-Time/Supplemental/Other

(DOCUMENT M - SUPPLEMENT TO MINUTES)

10.1-3 Salary Revisions

None.

10.1-4 Leave of Absence (FMLA)

Beatriz Castro - Secretary II, Learning Enrichment and College Readiness –  
L.O.A. (FMLA) 3/19/19 – 5/13/19

Christina Chan - Assistant Professor, Mathematics, Developmental Education  
- L.O.A. (FMLA) Intermittent 1/18/19 – 1/17/20

Iva Erkapic - Student Success Specialist, Student Success - L.O.A. (FMLA)  
2/19/19 – 3/19/19

Kathy Georgiou - Bookstore Lead Cashier, Bookstore/College Store - L.O.A.  
(FMLA) 2/18/19 – 4/12/19

Layla Khatib - Associate Professor, Biology, Biological Sciences - L.O.A.  
(FMLA) Intermittent 1/25/19 – 1/24/20

Thomas Lyman - Maintenance Mechanic IV, Campus Operations - L.O.A.  
(FMLA) 3/25/19 – 5/17/19

Joseph McGrath – Custodian, Campus Operations - L.O.A. (FMLA) 2/20/19 – 5/14/19

Leann Murphy - Program Assistant, Corporate, Community and Continuing Education - L.O.A. (FMLA) 2/5/19 – 3/15/19

Anuradha Senthil Kumar - System Administrator, Network Operations – L.O.A. (FMLA) 2/11/19 – 5/28/19

Alicea Toso - Manager, Honors Program and Curricular Learning Communities, Liberal Arts - L.O.A. (FMLA) Intermittent 2/12/19 – 2/11/20 (DOCUMENT N - SUPPLEMENT TO MINUTES)

#### 10.1-5 Resignations/Terminations

Lou Balek - Information Security Specialist, Information Technology - effective 1/11/19

Matthew Cullen - Assistant Professor, Counseling, Counseling and Career Development Center - effective 5/17/19

Pashal Mabry - Financial Aid Expeditor, Financial Aid - effective 12/19/18 (DOCUMENT O - SUPPLEMENT TO MINUTES)

#### 10.1-5(a) Retirement - Police

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

Garry Vanderlee – Police Officer, Police Department – effective 4/30/19 (DOCUMENT P - SUPPLEMENT TO MINUTES)

#### 10.1-5(b) Retirement – Administrative Classified

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

Shirley Mancuso – P.T. Payroll Assistant, Payroll – effective 2/1/19 (DOCUMENT Q - SUPPLEMENT TO MINUTES)

#### 10.1-5(c) Retirement – Support Staff

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

Teresa Valles-Denis – Project Facilitator, Registration and Records – effective 6/14/19 (DOCUMENT R - SUPPLEMENT TO MINUTES)

10.1-5(d) Retirement - Faculty

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

Donna Schnepf – Professor, Health Information Technology, Career Programs – effective 5/17/19  
(DOCUMENT S - SUPPLEMENT TO MINUTES)

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

Mary Ann Luciano Smith – from Secretary II, Resource Development and Institutional Effectiveness to Secretary II, Fine and Performing Arts Center – effective 2/25/19  
Samantha Thirstrup – from Departmental Assistant, Center for Teaching and Learning to Secretary II - effective 2/25/19  
(DOCUMENT T - 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 DuPage Medical Group, Ltd. (Radiologic Technology, Mammography, CT)

It is recommended that the Board of Trustees approve the affiliation agreement with DuPage Medical Group, Ltd., for Radiologic Technology, Mammography, and CT.  
(DOCUMENT U - SUPPLEMENT TO MINUTES)

12.2 Affiliation Agreement with Soumya Health, LLC (Medical Assistant)

It is recommended that the Board of Trustees approve the affiliation agreement with Soumya Health, LLC, for Medical Assistant.  
(DOCUMENT V - SUPPLEMENT TO MINUTES)

12.3 Affiliation Agreement with Victorian Inn (Basic Nurse Assistant)

It is recommended that the Board of Trustees approve the affiliation agreement with Victorian Inn for Basic Nurse Assistant.  
(DOCUMENT W - SUPPLEMENT TO MINUTES)

12.4 Amendment to Affiliation Agreement with Little Company of Mary Hospital and Health Centers (Allied Health Programs)

It is recommended that the Board of Trustees approve the amendment to affiliation agreement with Little Company of Mary Hospital and Health Centers for Allied Health Programs.  
(DOCUMENT X - SUPPLEMENT TO MINUTES)

12.5 Second Amendment to Educational Agreement with Northwestern Memorial Healthcare

It is recommended that the Board of Trustees approve the second amendment to educational agreement with Northwestern Memorial Healthcare.  
(DOCUMENT Y - SUPPLEMENT TO MINUTES)

12.6 Board Policy: #7283.5 - Human Resources - Military Service Leave of Absence

It is recommended that the Board approve the revision to Board Policy #7283.5, Human Resources: Military Service Leave of Absence, as presented.  
(DOCUMENT Z - SUPPLEMENT TO MINUTES)

12.7 Parking Lot A1 & A2 Improvements Bid

Whereas Abbey Paving & Sealcoating, Co. Inc., of Aurora, Illinois, after architectural review, submitted the lowest responsible and responsive pricing, it is recommended that the Board of Trustees award this bid and authorize the issuance of a purchase order in the amount of \$895,180.00 to Abbey Paving & Sealcoating, Co., Inc. for the Parking Lot A1 & A2 Improvements bid.  
(DOCUMENT AA - SUPPLEMENT TO MINUTES)

12.8 Building L Landscaping Upgrades Bid

Whereas Speedy Gonzalez Landscaping, Inc., of Chicago, Illinois, submitted the lowest responsible and responsive bid, it is recommended that the Board of Trustees award this bid and authorize the issuance of a purchase order in the

amount of \$383,000.00 to Speedy Gonzalez Landscaping, Inc. for the Building L Landscaping Upgrades Bid.  
(DOCUMENT BB - SUPPLEMENT TO MINUTES)

12.9 Rooftop Solar Panels

Whereas ForeFront Power submitted a proposal deemed most responsive to the Request of Proposals issued by SMHEC to provide solar power panel electrical generation to member colleges and whereas MVCC has negotiated a Power Purchase Agreement with ForeFront Power, it is recommended that the Board of Trustees approve the Power Purchase Agreement with ForeFront Power to provide, install and maintain for twenty years, 1782 kW of solar panels with the power generated to be purchased by MVCC.  
(DOCUMENT CC - 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, 9.7B, 9.7C, 9.8, and 9.9; 10.1-1, 10.1-1(a), 10.1-1(b), 10.1-1(c), 10.1-1(d), 10.1-1(e), 10.1-2, 10.1-3, 10.1-4, 10.1-5, 10.1-5(a), 10.1-5(b), 10.1-5(c), 10.1-5(d), and 10.1-6; and 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, and 12.9:

Yes: Coleman, Hastings, M. Murphy, S. Murphy, O’Sullivan, Wagner, J. Murphy  
Student  
Advisory: Yes

Motion carried.

**XIII. MISCELLANEOUS**

Ms. O’Sullivan thanked Mr. Houlihan for attending the meeting this evening and sharing his concerns. She stated that she shares those concerns, indicating that it is disheartening to find out that this is costing the college, which is funded by the taxpayers and students, so far, \$26,000, and it is not over yet. She asked if the college will be led by individual thinkers and people who want to serve their community or by people who have been pre-chosen and serving political special interests. She expressed concern that this could dissuade people from running for elected office, including people like herself who has done her best to make sure that the college has fiscal responsibility, has checks and balances, transparency, and that it offers a solid education at an affordable price. She stated that as a Board member, she volunteers her time and has tried very hard

not to spend any taxpayer money. She further added that she hoped Cook County could do something to stop this from happening.

Mr. Murphy indicated that he has had the privilege of being an elected official since 1989 for positions on the board of District 218, the park board, and for the last 18 years, serving the 26 communities in Moraine Valley Community College's district. He stated that this is his seventh election and this has never happened to him before. He expressed concern that the system enables anyone to make accusations that 50-60 percent of a person's signatures are false. He indicated that both of his daughters' signatures were challenged. He expressed his concern over the idea that people want to volunteer to serve and yet the system allows politically connected persons to make a challenge against them, to make accusations that he, as well as other candidates running for this office, fraudulently obtained signatures with no proof. He indicated that he had to hire a lawyer for thousands of dollars for a volunteer job. He indicated that it is the right of the voters to determine whether he serves another six years or not, but that some politically connected person can try to take that right away through this challenge is very wrong.

Mrs. Wagner indicated that she, too, is being challenged and felt she should also say something. She reported that she doesn't know if those challenged are on the ballot yet and they won't know until next week. She indicated that already, they have spent thousands of dollars on legal representation and as a result, they begin a campaign in debt—and this is just for community service. She stated that, hopefully, the candidates will be allowed to have a campaign so that they can continue to serve a school that they have come to be so proud of and absolutely love. She stated that it is very frustrating and disheartening that this can occur so arbitrarily.

Ms. O'Sullivan reiterated that this is a burden on the taxpayers and she would like to know what the real concern is. Five positions have been challenged so that means there might only be three people left to vote for and she asked in that case, do the people really have a vote. She again expressed concern that this has already cost the taxpayers who support this college \$26,000, and she felt that it could double or triple before this is over.

**XIV. AUDIENCE PARTICIPATION**

None.

**XV. CLOSED SESSION**

It was moved by Mr. Murphy and seconded by Ms. O’Sullivan to move to closed session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body and the purchase or lease of real property for the use of the public body, pursuant to Sections 2(c)(1) and 2(c)(5) of the Illinois Open Meetings Act.

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

Yes:	Casey, Hastings, Murphy, O’Neill, O’Sullivan, Wagner, Coleman
Absent:	None
Student	
Advisory:	Yes

Motion carried.

The Board moved to closed session at 7:30 PM, returning to open session at 8:01 PM.

Roll Call: Casey, Coleman, Hastings, Murphy, O’Neill, O’Sullivan, Wagner, Folsom

**XVI. ADJOURNMENT**

The meeting adjourned at 8:03 PM.

**BOARD REPORTS AND/OR REQUESTS**

- |     |   |        |
|-----|---|--------|
| 5.1 | Presentation to Mason Folsom                              | Verbal |
| 5.2 | Oath of Office – Student Trustee – Andrew (Drew) Williams | Verbal |
| 5.3 | Student Trustee Report - Williams                         | Verbal |

**REPORTS OF ADMINISTRATION**

- |     |  |        |
|-----|--|--------|
| 6.1 | Student Recognitions   | Verbal |
|     | <ul style="list-style-type: none"><li>• Women's Basketball Team</li></ul>  |        |
| 6.2 | President's Report   | Verbal |
|     | <ul style="list-style-type: none"><li>• National Council for Marketing &amp; Public Relations (NCMPR) Awards</li></ul> |        |

**COMMUNICATIONS**

- 7.1 Letter from American Association for Women in Community Colleges re  
Sadya Khan, Recipient of AAWCC's Under 40 Award Enclosed
- 7.2 Letter from Professional Certificate Approval Program (PCAP) Council  
re Accreditation for Coding Specialist Program (Donna Schnepf) Enclosed
- 7.3 Letter from the Government Finance Officers Association (GFOA) re  
Certificate of Achievement for Excellence in Financial Reporting for  
FY18 Comprehensive Annual Financial Report (CAFR) Enclosed



March 18, 2019

President Jenkins,

Each year AAWCC recognizes women rising stars who are making a difference for the college and community that they serve. This is an annual recognition of the youngest community college women who are movers and shakers on their college campuses. The Board of Directors of the American Association for Women in Community Colleges is honored to recognize a member of your college, Dr. Sadya Khan, as a recipient of the Under 40 award, class of 2019.

We invite you to the AAWCC Awards Breakfast Sunday, April 14 at 7:00am at the Orlando World Center Marriot, Canary 1 conference room. This event is linked to the AACC national conference. We hope you are able to attend with your awardee. If you are able to join us, please RSVP to the [AAWCC Awards Breakfast](#) site by March 31, 2019. If neither you or Sadya are able to attend, we will send you your award to you for presentation at an appropriate time or event at your campus.

Congratulations on this accomplishment by Sadya.

With regards,

Dr. Kerry Lynn Levett  
AAWCC Vice President for Professional Development

Vice President for Student Learning and Success



18345 Campus Way NE  
Bothell, WA 98011-8205  
[klevett@cascadia.edu](mailto:klevett@cascadia.edu)  
425.352.8200



233 N. Michigan Ave., 21st Fl.  
Chicago, IL 60601

phone » (312) 233-1100  
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April 2, 2019

Donna Schnepf, MHA, RHIA  
Coordinator, Coding Specialist Program  
Moraine Valley Community College  
9000 W. College Parkway  
Palos Hills, IL 60465

Dear Ms. Schnepf:

I am pleased to inform you that the Moraine Valley Community College Coding Specialist Program has been approved by the Professional Certificate Approval Program (PCAP) Council.

You are awarded a status of "Approved" for three (3) years with interim annual updates required in accordance with the PCAP manual.

Approval status is effective as of February 28, 2019 and expires on February 28, 2022.

If you have any questions or concerns in regard to your program status, please contact John Richey, MBA, RHIA, FAHIMA at [john.richey@ahima.org](mailto:john.richey@ahima.org) or 312-233-1149.

The PCAP Council commends you and your colleagues for your commitment to the development of an outstanding coding certificate program. We wish you much success in the coming years.

Sincerely,

A handwritten signature in black ink, appearing to read "James E. Davis II", written over a light blue rectangular background.

James E. Davis II, MSOM, RHIA, CCS  
2019 Chair, Professional Certificate Approval Program Council



The Professional Certificate Approval Program Council certifies that the

**CODING SPECIALIST PROGRAM AT  
MORAIN VALLEY COMMUNITY COLLEGE**

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IS APPROVED AS A COMPREHENSIVE CODING PROGRAM  
EFFECTIVE FEBRUARY 28, 2019—FEBRUARY 28, 2022

James E. Davis II, MSOM, RHIA, CCS  
2019 Chair, Professional Certificate Approval Program Council

April 2, 2019  
Date



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

March 27, 2019

Sylvia Jenkins, Ph.D.  
President  
Moraine Valley Community College  
9000 West College Parkway  
Suite L-157  
Palos Hills, IL 60465

Dear Dr. Jenkins:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended 2018 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine  
Director, Technical Services Center



GOVERNMENT FINANCE OFFICERS ASSOCIATION  
**NEWS RELEASE**

**FOR IMMEDIATE RELEASE**

03/27/2019

**For more information contact:**  
**Michele Mark Levine, Director/TSC**  
**Phone: (312) 977-9700**  
**Fax: (312) 977-4806**  
**E-mail: [mlevine@gfoa.org](mailto:mlevine@gfoa.org)**

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Moraine Valley Community College** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

*Government Finance Officers Association is a major professional association servicing the needs of over 20,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington, D.C.*

**MORAIN VALLEY COMMUNITY COLLEGE  
 COMMUNITY COLLEGE DISTRICT NO. 524  
 TREASURER'S REPORT  
 MONTH ENDED MARCH 31, 2019**

<u>FUND</u>	<u>BEGINNING BALANCE</u>	<u>RECEIVED</u>	<u>DISBURSED</u>	<u>ENDING BALANCE</u>
EDUCATION FUND	\$50,592,135.05	\$9,869,384.36	\$7,335,622.30	\$53,125,897.11
OPERATION & MAINT FUND	\$6,947,426.33	2,923,222.64	1,241,976.72	8,628,672.25
OPERATION & MAINT (RESTR.)	\$16,442,522.54	569,528.40	80,886.18	16,931,164.76
BOND & INTEREST FUND	\$2,169,657.24	2,599,138.47	0.00	4,768,795.71
AUXILIARY FUNDS	\$9,056,372.25	568,717.05	591,827.87	9,033,261.43
RESTRICTED PURPOSE FUNDS	\$6,553,539.14	1,255,031.49	1,045,192.44	6,763,378.19
WORKING CASH FUND	\$13,406,296.03	12,808.27	0.00	13,419,104.30
TRUST & AGENCY FUNDS	\$122,012.91	2,216.92	8,538.83	115,691.00
AUDIT FUND	\$134,605.55	30,007.38	0.00	164,612.93
LIAB, PROTECT & SETTLE FUND	\$1,280,143.16	166,301.28	0.00	1,446,444.44
<b>TOTAL</b>	<b>\$106,704,710.20</b>	<b>\$17,996,356.26</b>	<b>\$10,304,044.34</b>	<b>\$114,397,022.12</b>

ENDING BALANCE REPRESENTED BY:

PETTY CASH & CHANGE FUNDS		\$23,750.00
HUNTINGTON BANK	CHECKING ACCT	1,015,691.00
FIRST MIDWEST BANK	CHECKING ACCT	5,757,681.80
FIRST MIDWEST BANK	PAYROLL ACCT	500.00
FIRST MIDWEST BANK	TRUST ACCT	131,563.66
WINTRUST MAXSAFE	MONEY MARKET	1,028,505.04
IL METROPOLITAN INVESTMENT FUND	MONEY MARKET	6,475,889.14
IL SCHOOL DIST LIQUID ASSEST FUND	VARIOUS	5,694,729.96
SHORT TERM INVESTMENTS	VARIOUS	66,799,908.33
LONG TERM INVESTMENTS	VARIOUS	27,468,803.19
<b>TOTAL</b>		<b>\$114,397,022.12</b>

**ACCOUNT EXPENDITURE SUMMARIES**

<u>AGENDA ITEM</u>	<u>FUND</u>	<u>AMOUNT</u>
9.2	EDUCATION FUND	\$7,335,622.30
9.3	OPERATION & MAINTENANCE FUND	1,241,976.72
9.4	OPERATION & MAINTENANCE (RESTR) FUND	80,886.18
9.5	BOND & INTEREST FUND	-
9.6	AUXILIARY ENTERPRISE FUND	591,827.87
9.7	RESTRICTED PURPOSE FUND	1,045,192.44
9.8	WORKING CASH FUND	-
9.9	TRUST AND AGENCY FUND	8,538.83
9.10	AUDIT FUND	-
9.11	LIABILITY, PROTECTION & SETTLEMENT FUND	-
	TOTAL	<u><u>\$10,304,044.34</u></u>

10.0 REPORTS OF PERSONNEL

10.1-1	Full Time	Enclosed
10.1-1(a)	Non-Renewal of Appointment Grant Funded	Enclosed
10.1-2	Part Time/Supplemental/Other	Enclosed
10.1-3	Salary Revisions	None
10.1-4	Leave of Absence (LOA)	None
10.1-4(a)	Sabbatical Leave – Faculty	Enclosed
10.1-5	Resignations/Terminations	Enclosed
10.1-5(a)	Retirement – Administrative and Professional 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

Dean Eliacostas	Instructor, Culinary Arts Science, Business & Computer Technology	Effective: 8/12/19
Daniel Gaichas	Senior Research Analyst Institutional Research & Planning	Effective: 5/6/19
Azim Husain	Computer Operator Application & Web Service	Effective: 4/29/19
Therese Mundo	Secretary II Resource Development & Institutional Effectiveness	Effective: 4/29/19

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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.

Non-Renewal of Appointment – Grant Funded

Because grant funding is not known for the next year, it is recommended that the appointment of the following grant funded individuals not be renewed. However, their current appointment shall be continued to the end of their current grant cycle.

John Andres	Coordinator of Records & Assessment
Margaret Dawczak	Manager of Transition & ESL
Michael Gonzalez	Program Coordinator - CSSIA
Marie Harrell	Internship Manager
Erica Hickey	Coordinator of Access & Accommodations
Evera Ivy	Job Resource Specialist
Stanley Kostka	CAE Regional Resource Center Manager
Chauntai Mack	Career Connections, Youth Program Manager
Carmela Ochoa	Coordinator of HSE
Nathan Payovich	Director of Disability Services
Agata Rawdanik	Data Center Manager
Brenda Rodriguez	Career Connections, Student Success Specialist
Christian Torres	Transition Specialist
Darice Wright	Career Connections, Adult Program Manager
Lauren Zajac	Education Specialist

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RECOMMENDED ACTION

That the appointments not be renewed for the above individuals.

Sabbatical Leave – Faculty

In accordance with the Faculty Negotiated Agreement, two (2) applications for sabbatical leave were received. The applications were reviewed by the Faculty Development Committee, the appropriate Dean and the Vice President of Academic Affairs. It is recommended that the following faculty members be granted a sabbatical leave:

Dr. Jeffrey McCully, Assistant Professor, Sociology  
Spring 2020 semester with full pay

Dr. Souzan Naser, Associate Professor, Counseling  
Spring 2020 semester with full pay

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RECOMMENDED ACTION

That the above leaves be granted.

S U B J E C T R E P O R T - Resignations/Terminations

Ross Brenza	Police Officer Police Department	Effective: 4/26/19
Vance Curtner	Community Service Officer Police Department	Effective: 4/7/19
Rhyan Gillard	Registration Representative Registration and Records	Effective: 3/14/19
Karen Lukes	P.T. Accounting Clerk/Cashier Cashier's Office	Effective: 4/24/19
Suzanne Maurovich	P.T. Departmental Assistant Learning Enrichment and College Readiness	Effective: 6/30/19
Kurt McMillian	Groundskeeper Campus Operations	Effective: 4/12/19
Catalina Nava-Esparza	Coordinator, Education Center at Blue Island Academic Outreach	Effective: 3/20/19
Zipporah Robinson	Art Studio Technician Liberal Arts	Effective: 4/19/19

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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:

Frederick Brennan	Director of Campus Operations Campus Operations	4/30/20
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RECOMMENDED ACTION

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

S U B J E C T   R E P O R T – Reclassifications (Promotions, Transfers, Etc.)

<u>Name</u>	<u>Present Position</u>	<u>Action Taken</u>
Marie Martino	Assistant Professor, Librarian Learning Resource Center	Pursuant to the terms of the Negotiated Agreement, promoted to Associate Professor Effective: Academic Year 2019-2020
Daniel Matthews	Instructor, Librarian Learning Resource Center	Pursuant to the terms of the Negotiated Agreement, promoted to Assistant Professor Effective: Academic Year 2019-2020
Deborah Morley	Instructor, Health Information Technology Career Programs	Pursuant to the terms of the Negotiated Agreement, promoted to Assistant Professor Effective: Academic Year 2019-2020

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RECOMMENDED ACTION

That the above be approved as presented.

**RESOLUTION OF**  
**OBSERVANCE OF ARBOR DAY**  
**APRIL 26, 2019**

(See attached resolution)

Recommended Action:

It is recommended that the Board of Trustees approve the attached resolution observing Arbor Day 2019.

**RESOLUTION OF OBSERVANCE OF ARBOR DAY**

**Whereas**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**Whereas**, this holiday, called Arbor Day, was first observed with the planting of more than one million trees in Nebraska; and

**Whereas**, Arbor Day is now observed throughout the nation and the world; and

**Whereas**, trees reduce the erosion of our topsoil caused by wind and water, lower heating and cooling costs, protect us from harsh, cold winter winds and hot summer sun, clean the air we breathe, produce oxygen while reducing ozone, and provide habitat for wildlife; and

**Whereas**, Moraine Valley Community College continues to make a strong effort to beautify its campus and thereby enhance the community; and

**Whereas**, trees are a renewable resource, giving us paper, wood products for our homes, fuel for fires, and many other biodegradable products; and

**Whereas**, trees in our community increase property values, enhance the economic vitality of the business areas, beautify our community; and

**Whereas**, trees are in the very roots of our history and are a source of joy and spiritual renewal; and

**Whereas**, Moraine Valley Community College has received the Palos Hills Beautification Award in 2005, 2007, 2009, 2011, 2012, 2013 , 2014, 2015, 2016, 2017, and 2018;

**Whereas**, Moraine Valley Community College was designated on January 21, 2010 as a Tree Campus USA by the National Arbor Day Foundation and has, therefore, joined other selected communities in the United States by demonstrating vigorous accomplishments in urban forestry; and

**Now**, therefore, be it Resolved that the Board of Trustees of Moraine Valley Community College declares that April 26<sup>th</sup>, 2019, shall be observed as Arbor Day on campus and urges all students, faculty, and staff to support efforts to improve and protect trees and woodlands and to support Moraine Valley's urban forestry program, and the Board urges all citizens to lift their hearts and promote the well being of present and future generations.

Dated this 16<sup>th</sup> day of April, 2019

ATTEST:

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

\_\_\_\_\_  
Chairman, Board of Trustees

**PALOS HILLS REQUEST FOR USE OF COLLEGE PROPERTY**

The Palos Hills Friendship Festival has been held at the college many years. The City has requested use of the area known as the “triangle” (located at 107<sup>th</sup> Street and 86<sup>th</sup> Avenue), the area adjacent to 86<sup>th</sup> Avenue, for their festival (July 11-14, 2019) and fireworks display (July 14). The City will honor the Intergovernmental Agreement, will provide proof of insurance naming the college as an additional insured, and will maintain full security at the event. See attached letter.

Recommended Action:

It is recommended that the Board of Trustees authorize the City of Palos Hills to use college property as specified above for their annual Palos Hills Friendship Festival 2019 to be held July 11-14, 2019.



## COMMUNITY RESOURCE & RECREATION DEPARTMENT

8455 W. 103rd Street, Palos Hills, IL 60465 (708) 430-4500 Fax (708) 430-8376 [www.paloshillsweb.org](http://www.paloshillsweb.org)

March 21, 2019

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

Dear President Jenkins,

On behalf of Mayor Bennett and the Palos Hills City Council we once again request permission to hold the Palos Hills Friendship Festival July 11– 14 on the grounds of the Moraine Valley Community College at the “triangle” property. Our spectacular fireworks display will be held on Sunday, July 14, at the same location with your permission.

The Friendship Festival provides the community a way to connect family and friends over the summer for great food, entertainment and fun. We value the support we receive from Moraine Valley.

As in the past, we will honor the Intergovernmental Agreement of Palos Friendship Festival 2018 and will provide you within 90 days of the start of the fest the requested proof of insurance certificate naming the College as an additional insured. We will also maintain full security at this event.

If you have any questions or concerns regarding this letter please contact me at the Resource & Recreation Department at 708-430-4500 or the Mayor’s office at 708-598-3400. We would like to start planning the very best in entertainment for Friendship Festival 2019, so we anxiously await your reply.

Once again, thank you for past support.

All my best,

Kristin Violante  
Commissioner of Community Resources and Recreation

CC: Rick Hendricks

DATE: April 5, 2019

TO: Theresa O'Carroll  
Vice President of Financial and Business Service and College Treasurer

FROM: Jane M Bentley  
Director of Purchasing

RE: **Scissor Lift Bid**

The bid was duly advertised in a local newspaper as prescribed by law. The bid was also advertised on the college's web site. The bids were opened on Wednesday, March 27, 2019 at 11:00 AM in Room L187. Three (3) bids were received. The results of the bid are delineated on the attached sheet. The pricing for this bid was not via State contract or consortium contracts. Funding for this project will come from the Perkins Grant and the college Academic Affairs division.

The current scissor lift equipment in room T608, Automotive Program, are aged and in need of frequent repair which causes concern for safety and operation. Additionally, they no longer have the lifting capacity needed for today's vehicles used for training in the program. As part of this bid, two (2) new scissor lifts would be purchased, delivered and installed as well as other current equipment being relocated in the auto shop to accommodate these new lifts. The old lifts will be removed and hauled away.

**RECOMMENDED ACTION:** Whereas Tri-State Technologies, of New Lenox, Illinois is the lowest responsible and responsive bidder, it is recommended that the Board of Trustees award this bid and authorize the issuance of a purchase order in the amount of **\$78,676.36 to Tri-State Technologies** for the Scissor Lift Bid.

**ACQUISITION OF PROPERTY**

**Recommended Action:**

It is recommended that the Board of Trustees approve the attached resolution authorizing the acquisition of the real estate property identified as the Kuecher property, Palos Hills, IL.

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

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE ACQUISITION OF  
CERTAIN REAL PROPERTY  
(KUECHER PROPERTY/10900 SOUTH 85<sup>TH</sup> AVENUE, PALOS HILLS, ILLINOIS)**

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

**WHEREAS**, Section 3-36 of the Illinois Community College Act authorizes the Board of Trustees; and

**WHEREAS**, the Owner of the real property described on **Exhibit 1** attached hereto and made a part hereof (the “Subject Property”) has offered to sell the Subject Property to the College; and

**WHEREAS**, the Subject Property is located generally at 10900 South 85<sup>th</sup> Avenue, Palos Hills, Illinois; and

**WHEREAS**, the Board of Trustees hereby determines that acquiring the Subject Property is reasonable and consistent with the Board’s long term planning goals;

**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: Acquisition Approved.** The Board of Trustees hereby approves of the acquisition of the Subject Property substantially in accordance with the Purchase and Sale

Agreement attached hereto as **Exhibit 2** and made a part hereof.

**SECTION 2: Authorization; Attorney Approval.** The President of the College is hereby authorized and directed to execute the Purchase and Sale Agreement upon approval from the College attorney as to final form.

**SECTION 3: Effective Date.** That this Resolution shall be in full force and effect immediately upon its passage.

PASSED this \_\_\_\_\_ day of April, 2019.

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

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

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

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

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

**PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into effective as of \_\_\_\_\_, 2019 (the “Effective Date”), by and between Standard Bank and Trust Company, as Trustee under Trust Agreement dated May 7, 1980, known as Trust No. 2291 (“Seller”), and Board of Trustees of Community College District No. 524 (Moraine Valley Community College), a body politic, operating pursuant to the provisions of the Illinois Community College Act (“Purchaser”).

**WITNESSETH:**

WHEREAS, subject to the terms and conditions of this Agreement, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of Seller’s right, title and interest in and to the Property (as hereinafter defined).

**AGREEMENT:**

NOW, THEREFORE, for and in consideration of the Purchase Price (as hereinafter defined) and the mutual promises, representations, warranties, agreements, covenants and conditions set forth below and other good and valuable consideration, the parties hereto agree as follows:

**ARTICLE I**

**GENERAL**

1.1 **Agreement to Sell and Purchase.** Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase and accept from Seller, for the Purchase Price (hereinafter defined) and upon and subject to the terms and conditions hereinafter set forth, all of the following described property (collectively, the “Property”):

- (a) That certain real estate owned by Seller legally described on Exhibit A (the “Land”);
- (b) The building and all other improvements and fixtures situated on the Land (collectively, the “Improvements”);
- (c) All of the rights and appurtenances pertaining to the Land and the Improvements, including all right, title and interest of Seller in and to the adjacent streets, easements and rights-of-way;
- (d) All leases pertaining to the land. Said leases are identified on Exhibit B;
- (e) All other rights, privileges and appurtenances owned by Seller to the extent related to the property described above.

1.2 **Purchase Price.** The purchase price (the “Purchase Price”) to be paid for the Property shall be ONE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,400,000.00), payable in cash or immediately available wire transferred funds (as hereinafter defined), subject to the prorations set forth herein.

1.3 **Preliminary and Final Closing.** There shall be two (2) closings in connection with the sale of the land:

- (a) A preliminary closing which shall occur on or before \_\_\_\_\_, 2019. At the preliminary closing, Purchaser shall pay the sum of ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,250,000.00), subject to usual and customary prorations.
- (b) A final closing, which shall take place five (5) years after the Effective Date.
- (c) There shall be no earnest money required in connection with this transaction.

## ARTICLE II

### TITLE COMMITMENT AND SURVEY; REVIEW AND INSPECTION BY PURCHASER

#### 2.1 Title Commitment and Survey.

(a) Within five (5) days after the Effective Date, Seller shall order a commitment for an Owner's Policy of Title Insurance (the "Commitment") issued by the Chicago Title Insurance Company (the "Title Company"). Seller's order of the Commitment shall include a request for copies of all documents listed on Schedule B thereof (collectively, the "Underlying Title Documents"). Promptly following receipt of the Commitment, Seller shall deliver a copy thereof together with the Underlying Title Documents provided by the Title Company to Purchaser. Seller, at Seller's expense will order a new survey of the property (the "Survey") within three (3) business days of the Effective date of the Agreement.

(b) No later than the earlier of (the "Title Review Period") (i) the expiration of the Inspection Period, or (ii) ten (10) days after receipt of the Title Commitment and updated survey, Purchaser shall give Seller written notice of any objections to the condition of title or survey matters as set forth in the Commitment and the Survey. In the event Purchaser gives a written notice to Seller of objections to title or survey matters ("Title/Survey Objections") within the Title Review Period ("Purchaser's Title Objection Notice"). Seller will have ten (10) business days after receipt of Purchaser's Title Objection Notice (the "Seller Response Period") to notify Purchaser as to what Title/Survey Objections Seller will agree to cure. Seller shall have no obligation to cure any Title/Survey Objections. Unless Seller notifies Purchaser of Seller's agreement to cure the Title/Survey Objections, Seller shall be deemed to have elected not to cure any such Title/Survey Objections and such Title/Survey Objections and all other title and survey matters not objected to shall be deemed "Permitted Exceptions" (as defined below). If Seller elects or is deemed to have elected not to cure any or all of the Title/Survey Objections, then Purchaser shall have the right to either (x) accept title in its current condition subject to any and all title and survey matters except for those title and survey matters which Seller elects to cure and except for Required Liens which Seller must cure and/or discharge, without any adjustment in the Purchase Price, in which event Purchaser's Title/Survey Objections shall be deemed to have been waived for all purposes, or (y) terminate this Agreement by written notice to Seller with five (5) business days after the Seller Response Period, in which event the Earnest Money shall be returned to Purchaser and this Agreement shall terminate, and the parties shall be released from any liability hereunder except for those matters which expressly survive. Any items or exceptions to title or survey matters that are accepted or waived by Purchaser or deemed to have been accepted or waived by Purchaser are hereinafter referred to as the "Permitted Exceptions". If at any time prior to the Closing, Purchaser becomes aware of a title defect or survey matter that was not disclosed in the Commitment or Survey, and which would otherwise qualify for an objection notice, Purchaser shall have the right to object to the same by delivering to Seller written notice of such additional title defect or survey matter and the same procedures set forth in this Section 2.1 shall be applicable to such additional items. Notwithstanding anything to the contrary in this Section 2.1, on or before the Closing, Seller shall discharge or cause the Title Company to insure over (1) liens securing a mortgage, deed of trust or trust deed encumbering the

Property caused by Seller or its agents and affiliates; (2) judgment liens against any or all of Seller or its agents and affiliates; and (3) any mechanics liens that are based upon a written agreement of Seller or its agents and affiliates.

## 2.2 Review and Inspection by Purchaser.

(a) Within ten (10) days after the Effective Date, Seller shall deliver or make available to Purchaser the documents and information described on Schedule 1 attached hereto to the extent in Seller's possession or control, it being understood that Seller may not have many of the referenced items (the "Due Diligence Deliveries"). Purchaser shall have the right, upon not less than 24 hours prior e-mail notice to Seller's Attorney during the sixty (60) day period from the Effective Date through 6:00 P.M. CST on May \_\_, 2019 (the "Inspection Period") to enter on and inspect the Property, the Due Diligence Deliveries and all other documents in the possession or control of Seller, its agents, employees and representatives relating to the Property at such place or places as such books, records and documents are maintained, and to conduct such tests and studies (including, without limitation, soil, environmental and other physical condition tests, appraisals, and economic feasibility studies) as Purchaser may deem necessary or appropriate in order to determine if the Property is in satisfactory condition and is suitable for Purchaser's purposes. Notwithstanding the foregoing, no Phase II inspections or other invasive tests may be conducted without Seller's prior written consent which shall not be unreasonably withheld. Purchaser shall indemnify and hold Seller harmless from any and all costs, claims, actions, damages and suits, including reasonable attorneys' fees and litigation expenses, which may be incurred by Seller due to the acts and omissions of Purchaser, its officers, directors, members, managers, agents, employees and contractors while conducting its inspections.

(b) If Purchaser is not satisfied with the results of its inspections, tests and studies of the Property, or its review of the Due Diligence Deliveries, or any other aspect of the Property for any reason whatsoever or for no reason, Purchaser shall have the right to terminate this Agreement by delivering to Seller written notice of its election to terminate this Agreement under this Section 2.2 (the "Notice to Terminate") not later than two (2) business days following the expiration of the Inspection Period. If this Agreement is so terminated, the Earnest Money and all accrued interest thereon shall be returned to Purchaser immediately thereafter and neither party shall have any further liability or obligation to the other except for the indemnification set forth in this Section 2.2.

## ARTICLE III

### REPRESENTATIONS, WARRANTIES, COVENANTS, AND AGREEMENTS

3.1 **Representations and Warranties of Seller.** To induce Purchaser to enter into this Agreement and to consummate the sale and purchase of the Property in accordance herewith, Seller represents and warrants to Purchaser, as of the Effective Date and as of the Closing Date in all material respects, except where specific reference is made to another date or dates, in which case the other date or dates will apply, that:

(a) Seller is validly existing in the State of Illinois and has the full right, power, and authority to sell and convey the Property as provided in this Agreement and to carry out Seller's obligations hereunder, without the joinder of any other person or entity, and all requisite action necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder has been or by the Closing will have been taken.

- (b) Seller is not a “foreign person” as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated thereunder.
- (c) Seller is not a party to any, and, to Seller’s knowledge, there is presently no pending or threatened, litigation, arbitration or administrative proceeding (i) with any present or former tenant of the Property, (ii) with any person or entity concerning any aspect of the Property or having or claiming any interest in the Property, or (iii) which affects or questions Seller’s title to the Property or Seller’s ability to perform its obligations under this Agreement.
- (d) To Seller’s knowledge, Seller has not received any written notice of alleged violation of any law or legal requirements from any governmental authority or other third party with respect to the Property. There are no pending and, to Seller’s knowledge, no threatened condemnation or eminent domain suits or actions with affecting the Property.
- (e) Except for those contracts listed on Exhibit C attached hereto (the “Service Contracts”), there are no equipment leases or employment, maintenance, service supply or similar contracts or agreements relating to the Property, written or oral, affecting the Property entered into by Seller which would be binding on Purchaser or which would run with the Land.
- (f) As of the Effective Date, the Property is fully occupied by the Seller. The Property is subject to no leases, occupancy agreements, licenses or other agreements, written or oral, other than the leases identified in this Agreement.
- (g) No person or entity shall have an option, right of first refusal or first offer or similar right with respect to the Property.

**3.2 Operations Pending Preliminary and Final Closing.** From the Effective Date through the Preliminary Closing Date, Seller agrees that Seller will manage, operate, repair and maintain the Property in substantially the same manner as it operated the Property prior to the Effective Date, exercising the same degree of care in such matters as Seller has previously exercised. From the Preliminary Closing Date through the Final Closing Date, Seller shall not enter into any new contracts without the written consent of purchaser nor shall Seller grant or otherwise create or consent to the creation of any easement, restriction, lien, assessment or encumbrance with respect to the Property, except to the extent required by law or any governmental entity, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, delayed or conditioned. Promptly after Seller obtains actual knowledge, Seller shall notify Purchaser in writing (a “Correction Notice”) of any material inaccuracy of any of Seller’s representations and warranties set forth in Section 3.1. If Purchaser receives any Correction Notice after the expiration of the Inspection Period, Purchaser shall have a period of ten (10) days after receipt of such Correction Notice during which, in Purchaser’s sole discretion, Purchaser may terminate this Agreement by written notice to Seller, whereupon all Earnest Money and accrued interest thereon shall promptly be returned to Purchaser, and the parties shall be released from any liability hereunder except for those matters which expressly survive.

**3.3 Purchaser’s Reliance on Investigations.** Purchaser acknowledges that Purchaser will have independently and personally inspected the Property and that Purchaser has entered into this Agreement based upon its ability to make such examination and inspection. As a material part of the consideration for this Agreement, the Property is to be sold to and accepted by Purchaser at Closing in its current condition, “**AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY,**

**EXPRESS OR IMPLIED**” (other than the representations and warranties expressly set forth by Seller in this Agreement and in any deed or assignment delivered at Closing), and specifically (without limiting the generality of the foregoing), without any warranty of (i) the nature or quality of the construction, structural design or engineering of the Improvements, (ii) the quality of the labor and materials included in the Improvements, (iii) the soil conditions existing at the Property for any particular purpose or developmental potential, (iv) the presence or absence of any hazardous substances or matter in or on the Property, (v) compliance of the Property with any applicable laws, regulations or other governmental requirements, or (vi) the accuracy of any information provided by Seller to Purchaser, other than the representations and warranties expressly set forth in this Agreement. Purchaser acknowledges that Purchaser has entered into this Agreement with the intention of making and relying upon its own investigation of the Property, including, without limitation, the physical, environmental, economic use, compliance, and legal condition of the Property and that, other than the representations and warranties expressly made by Seller herein, Purchaser is not now relying, and will not later rely, upon any representations and warranties made by Seller or anyone acting or claiming to act, by, through or under or on Seller’s behalf concerning the Property. The provisions of this Paragraph 3.3 shall survive indefinitely any Closing or termination of this Agreement and shall not be merged into the deed or any other Closing documents.

**3.4 Representations and Warranties of Purchaser.** To induce Seller to enter into this Agreement and to consummate the sale and purchase of the Property in accordance herewith, Purchaser represents and warrants to Seller, as of the Effective Date and as of the Closing Date, except where specific reference is made to another date or dates, in which case the other date or dates will apply, that:

- (a) Purchaser is validly existing in the State of Illinois and has the full right, power, and authority to purchase the Property as provided in this Agreement and to carry out Purchaser’s obligations hereunder, without the joinder of any other person or entity, and all requisite action necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder has been or by the Closing will have been taken.
- (b) Purchaser is not a party to any, and, to Purchaser’s knowledge, there is presently no pending or threatened, litigation, arbitration or administrative proceeding with any person or entity concerning any aspect of this Agreement or which would impair or otherwise limit Purchaser’s ability to perform its obligations under this Agreement and to consummate the transactions contemplated hereby.
- (c) Neither Purchaser nor any person controlling Purchaser (i) is included on any Government List (as hereinafter defined); (ii) has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 133224 (September 23, 2001) or in any enabling or implementing legislation or other Presidential Executive Orders in respect thereof; (iii) has been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any offense under the criminal laws against terrorists, the criminal laws against money laundering, the Bank Secrecy Act, as amended, the Money Laundering Control Act of 1986, as amended, or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorists (USA PATRIOT ACT) Act of 2001, Public Law 107-56 (October 26, 2001), as amended; or (iv) to Purchaser’s knowledge, is currently under investigation by any governmental authority for alleged criminal activity. For purposes of this Agreement, the term “Government List” means (1) the Specialty Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control, United States Department of the Treasury (“OFAC”), (2) the Denied Persons List and the Entity List maintained by the United States Department of Commerce, (3) the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (4) any other

list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the lists, laws, rules and regulations maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation, (5) any other similar list maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to any Executive Order of the President of the United States of America, and (6) any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, as all such Government Lists may be updated from time to time.

## ARTICLE IV

### PRELIMINARY AND FINAL CLOSINGS

4.1 **Preliminary Closing Date.** The Preliminary Closing Date (the "Preliminary Closing") shall take place on \_\_\_\_\_, 2019 or at such earlier date as Purchaser and Seller may agree to in writing.

4.2 **Seller's Obligations at Preliminary Closing.** On or prior to 1:00 P.M. CST on the Preliminary Closing Date (or by such earlier date as specifically stated herein), Seller shall deliver or cause to be delivered to Purchaser and the Title Company the following items:

- (a) Trustee's Deed, in a form reasonably acceptable to Purchaser, executed by Seller, conveying to Purchaser good and indefeasible fee simple title to the Land and Improvements, subject only to the Permitted Exceptions. This Deed shall be held by Purchaser's attorney as Escrowee;
- (b) Bill of Sale and Assignment, in a form reasonably acceptable to Seller and Purchaser, executed by Seller, assigning to Purchaser the Intangible Property and Personal Property to the extent assignable and at no cost to Seller;
- (c) Assignment of All Leases identified on Exhibit B;
- (d) Payoff Letters for all mortgages and other encumbrances appearing of record;
- (e) Affidavit of Non-Foreign Status, in a form reasonably acceptable to Purchaser, executed by Seller;
- (f) A closing statement, executed by Seller, in a form mutually acceptable to Seller and Purchaser; and
- (g) Such other closing related documents as the Title Company may reasonably request to effectuate the transactions contemplated hereunder.

4.3 **Purchaser's Obligations at Preliminary Closing.** On or prior to 1:00 P.M. CST on the Closing Date, Purchaser shall deliver or cause to be delivered to the Title Company the following items:

- (a) The Purchase Price, subject to the prorations set forth herein, in cash or immediately available wire transferred funds;
- (b) Executed counterparts of the instruments described in Section 4.2(b) and Section 4.2(d) above; and

- (c) A Lease between Purchaser and Mrs. Kathleen Kuecher at nominal rent which would allow Mrs. Kuecher to live in the residence on the land through the date of Final Closing. If Kathleen Kuecher predeceases Final Closing, her Estate may retain the residence for six (6) months following her death. This Lease will survive in the event the College prepays and moves to Final Closing.
- (d) Such other closing related documents as the Title Company may reasonably request to effectuate the transactions contemplated hereunder.

4.4 **Closing Costs.** Seller shall pay: (A) the cost of obtaining the Commitment (and Underlying Title Documents) and the owner's policy premium charged by the Title Company (including the cost of extended coverage and any endorsements insuring over any non-permitted title exceptions); (B) all costs associated with the recording of the deed and any releases which are required to be recorded by Seller pursuant to this Agreement; (C) one-half (1/2) of all escrow or closing agent charges. Purchaser shall pay: (X) the cost of any lender title insurance policies and the cost of all affirmative endorsements for the owner's policy and the lender's policy (excepting the cost of any endorsements insuring over any non-permitted title exceptions); (Y) one-half (1/2) of all Escrow or closing agent charges; and (Z) all costs associated with the recording of any encumbrances Purchaser places on the Property at the Closing. The cost of any state, county, and/or municipal transfer tax shall be paid by the party designated as responsible in the applicable ordinance. Each party shall be responsible for compensating their respective counsel and/or advisors. The obligations of the parties to pay the foregoing costs and expenses shall survive the termination of this Agreement.

4.5 **Prorations.** The following items of revenue and expense shall be adjusted and apportioned as of the Preliminary Closing Date, with Purchaser being treated as the owner of the Property on the Preliminary Closing Date:

- (a) Real estate and other ad valorem taxes, assessments, personal property or use taxes and sewer charges, if applicable.
- (b) Utilities, including water, sewer, electric, and gas, based upon the last reading of meters prior to the Preliminary Closing shall be prorated. Seller shall endeavor to obtain meter readings on the day before the Preliminary Closing Date, and if such readings are obtained, there shall be no proration of such items. Seller shall pay at Preliminary Closing the bills therefor for the period to the day preceding the Preliminary Closing, and Purchaser shall pay the bills therefor for the period subsequent thereto. If the utility company will not issue separate bills, Purchaser will receive a credit against the Purchase Price for Seller's portion and will pay the entire bill prior to delinquency after Preliminary Closing. If Seller has paid any utilities no more than 30 days in advance in the ordinary course of business, then Purchaser shall be charged its portion of such payment at Closing.
- (c) Other items which are customarily prorated in a purchase and sale transaction of the type contemplated hereunder shall be prorated as of the Preliminary Closing Date.

4.6 **Purchaser Closing Conditions.** Notwithstanding anything to the contrary in this Agreement or otherwise, Purchaser's obligation to consummate the transactions contemplated by this Agreement shall be subject to satisfaction of the following conditions (collectively, the "Purchaser Closing Conditions"); provided, however, that Purchaser shall have the unilateral right to waive any of the Closing Condition, in whole or in part, by written notice to Seller:

- (a) The Title Company is prepared to issue an owner's title insurance policy, subject only to the Permitted Exceptions, in the amount of the Purchase Price.

If one or more of the Closing Conditions has not been satisfied by the Closing Date, then Purchaser may, in its sole discretion, terminate this Agreement, in which event all Earnest Money (and all interest earned thereon) shall be paid to Purchaser, and this Agreement shall be deemed to be null, void, terminated and of no further force or effect, except as expressly provided herein to the contrary.

## ARTICLE V

### PURCHASER'S OBLIGATIONS BETWEEN PRELIMINARY CLOSING DATE AND FINAL CLOSING DATE; RIGHT TO PREPAY

5.1 During the period of time between Preliminary Closing and Final Closing, Purchaser shall have the following obligations:

- (a) Purchaser shall be responsible for all property taxes and related charges arising from the date of Preliminary Closing;
- (b) Purchaser shall be responsible for all insurance and property maintenance obligations;
- (c) Purchaser will indemnify, defend and hold harmless Seller and its Trust Beneficiaries from any and all claims arising out of Purchaser's occupation of the land.

5.2 Purchaser shall have the right to prepay the balance of the Purchase Price at any time upon sixty (60) days' notice.

## ARTICLE VI

### FINAL CLOSING

6.1 Final Closing shall take place on or before \_\_\_\_\_, 2024 or earlier as provided in this Agreement.

6.2 At Final Closing, the parties shall execute all documents and allocate usual and customary prorations necessary and appropriate to cause the Deed to the land to transfer to Purchaser and for title insurance to issue in accordance with the terms of this Agreement.

## ARTICLE VII

### CASUALTY OR CONDEMNATION PRIOR TO THE PRELIMINARY CLOSING

7.1 **Preliminary Closing Casualty; Condemnation.** If, prior to the Preliminary Closing Date, (a) all or any portion of the Property shall be materially damaged by one or more incidents of fire and/or other casualty, or (b) all or any material portion of the Property shall be taken or threatened by, or made subject to, condemnation, eminent domain or other governmental acquisition proceedings, then Purchaser may elect to terminate this Agreement by written notice to Seller given within 5 days after Purchaser learns of the damage or taking, in which event the Earnest Money (and all interest earned thereon) shall be paid to Purchaser, and the Purchase Agreement shall be deemed to be null, void, terminated and of no further force or effect, except as otherwise expressly provided therein. If the Preliminary Closing Date is within the aforesaid

5-day period, then Preliminary Closing shall be extended to the next business day following the end of said 5-day period. If no such election is made, and in any event if there is no material damage or taking is not material, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any interest taken by eminent domain or condemnation, shall be effected with no further adjustment except as contemplated in this paragraph. Seller shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller in and to any awards that have been or that may thereafter be made for any taking. To the extent that any damage to any Property due to casualty exceeds the deductible under Seller's insurance, Seller shall promptly negotiate a settlement with respect to such Property (the "Settlement") with its adjuster (and the Preliminary Closing shall be delayed until the date five (5) days after the Settlement is agreed upon) and Seller shall credit Purchaser at Preliminary Closing with the amount of the Settlement and an amount equal to Seller's deductible, without duplication. For purposes of this paragraph, the phrases "material damage" and "materially damaged" means damage reasonably expected to exceed ten percent (10%) of the Purchase Price to repair.

## ARTICLE VIII

### DEFAULTS

8.1 **Default by Seller.** In the event Seller shall default in any material respect in the performance of its obligations under this Agreement, and such default is not cured within five (5) business days after receipt of written notice of said default from Purchaser, Purchaser may, without limitation as to other remedies, pursue specific performance of this Agreement against Seller. In the event a Court of competent jurisdiction grants Purchaser specific performance, then Seller shall be responsible for paying Purchaser's costs and attorney's fees in connection with obtaining such order or judgment. This Section shall survive the expiration or termination of this Agreement.

8.2 **Default by Purchaser.** In the event Purchaser shall default in any material respect in the performance of its obligations under this Agreement, and such default is not cured within thirty (30) calendar days after receipt of written notice of said default from Seller, Seller may, as its sole and exclusive remedy, terminate this Agreement by delivering written notice to Purchaser, in which event Seller shall be entitled to the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) as liquidated damages. Such damages shall not relieve Seller of its obligation to convey title to the Subject to Purchaser. This Section shall survive the expiration or termination of this Agreement.

## ARTICLE IX

### MISCELLANEOUS

9.1 **Notices.** Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and may be delivered by facsimile transmission, by electronic mail, by a reputable overnight courier, or by personal delivery. If given by personal delivery, the notice shall be deemed to have been given when delivered to and received by the party to whom it is addressed. If given by facsimile transmission or by electronic mail, the notice shall be deemed to have been given on the date of delivery if sent prior to 6:00 P.M. CST, and if after, then on the next business day. If given by overnight courier, the notice shall be deemed to have been given on the next business day following deposit with the overnight courier. Such notices shall be given to the parties hereto at the following addresses, facsimile numbers, or email addresses, as applicable:

If to Seller, to:

with a copy to:

If to Purchaser, to: Moraine Valley Community College  
ATTN: College President  
9000 West College Parkway  
Palos Hills, Illinois 60465-2478

With a copy to: John B. Murphey, Attorney  
Rosenthal, Murphey, Coblenz & Donahue  
30 North La Salle Street, Suite 1624  
Chicago, Illinois 60602  
Facsimile: 1.312/541-9191  
Email: jmurphey@rmcj.com

Any party hereto may, at any time by giving written notice to the other party hereto, designate any other address, facsimile number, or email address in substitution of the foregoing to which such notice shall be given.

9.2 **Entire Agreement.** This Agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

9.3 **Modification.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except as provided herein or by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

9.4 **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

9.5 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

9.6 **Time of Essence.** Time is of the essence of this Agreement and of each covenant and agreement that is to be performed at a particular time or within a particular period of time.

9.7 **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

9.8 **Attorneys' Fees.** Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

9.9 **Counterparts.** This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed an original and all such counterparts shall together constitute one and the same agreement. Execution copies of this Agreement may be delivered by facsimile or

email, and the parties hereto agree to accept and be bound by facsimile signatures or scanned signatures transmitted via email hereto, which signatures shall be considered as original signatures with the transmitted Agreement having the binding effect as an original signature on an original document.

9.10 **Recordation.** This Agreement or a Memorandum hereof shall be recorded in the Office of the Cook County Recorder of Deeds at Purchaser's expense.

9.11 **Business Days.** If any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Illinois for observance thereof.

9.12 **Construction.** The parties acknowledge that each party and its counsel have received and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement to be effective as of the Effective Date.

**SELLER:**

**Standard Bank and Trust Company, as Trustee under Trust Agreement dated May 7, 1980 known as Trust No. 2291**

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

Name: \_\_\_\_\_

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

**PURCHASER:**

**Board of Trustees of Community College District No. 524  
(Moraine Valley Community College)**

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

Name: \_\_\_\_\_

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

SCHEDULE 1

DUE DILIGENCE DELIVERIES

- 1.) Any AS-Built Plans for the land in possession of Seller.
- 2.) Copies of all Leases.
- 3.) Copies of all Service Contracts which would survive Preliminary Closing.
- 4.) List of items of Personal Property which will be conveyed to Purchaser at Preliminary Closing.

EXHIBIT A  
LEGAL DESCRIPTION