

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

Governing Board of Moraine Valley Community College, Community College District #524, Special Meeting, 6:30 PM, Wednesday, May 31, 2023, Board Room D219, 9000 West College Parkway Palos Hills, IL 60465. Virtual access is provided by teleconference online via www.morainevalley.edu/BOTMay31 or by phone 1-312-535-8110 with Meeting ID 2621 494 2315, p/w: mFeayp5EY37 (63329753 from phones).

A G E N D A

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **REPORT OF PERSONNEL**
 - 1) * Appointment of College President
4. **NEW BUSINESS**
 - 1) * Legal Counsel Services
5. **AUDIENCE PARTICIPATION**
6. **ADJOURNMENT**

3.0 REPORTS OF PERSONNEL

3.1 Appointment of College President

Enclosed

SUBJECT REPORT – Appointment of College President

RECOMMENDED ACTION

It is recommended that the Board of Trustees approve the appointment of Dr. Pamela J. Haney as College President, effectively July 1, 2023.

PRESIDENT'S EMPLOYMENT AGREEMENT

July 1, 2023 – June 30, 2026

THIS AGREEMENT is made this ____ day of _____, 2023 by and between the Board of Trustees (hereinafter the "Board"), of Moraine Valley Community College District No. 524, County of Cook, State of Illinois (hereinafter the "College") and Dr. Pamela J. Haney (hereinafter the "President").

A. EMPLOYMENT

1. Term of Employment

The Board hereby employs the President as chief executive officer of the College with the title of President, for the period of three (3) years, commencing on July 1, 2023 and ending on June 30, 2026. The President hereby agrees to remain employed as the President of the College, subject to the provisions of this Agreement.

2. Authority and Responsibility

Subject to the policies and directives as established by the Board from time to time, the President's functions shall include ultimate responsibility for management, personnel, staffing, curriculum, planning, building and grounds of the College. The President agrees that she will conduct the business of her office during usual business hours, and at such other times as necessary to properly carry out the functions of her office, including evenings, Saturdays, Sundays and holidays when necessary.

3. Fiduciary Responsibility

During her employment, the President shall devote substantially all of her professional time, attention, skills and energy to the performance of her responsibilities as President of the College. The President shall perform such responsibilities professionally, in good faith and to the best of her abilities.

4. Outside Activities

The president, by prior notice to Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations for appropriate honorarium or other remuneration while on vacation or personal days. Any outside consulting work that the President wishes to perform shall be subject to the reasonable review and approval of the Board Chair.

B. SALARY

1. Annual Salary

The President will receive a salary for the period commencing with the effective date of this contract through June 30, 2024 in a pro rata bi-weekly amount that is equal to an annualized salary of Two Hundred Fifty Thousand Dollars (\$250,000), subject to applicable payroll deductions.

The President will receive an annual salary increase for the 2024 fiscal year, commencing on July 1, 2024 in the amount equal to the percent increase in the CPI-U for the 12-month period ending on the preceding December 31 plus 2.25%, with the total annual salary increase no to exceed 3.75%.

In each of the subsequent two fiscal years of this contract, the President will receive an annual salary increase in an amount equal to the percent increase in the CPI-U for 12-month period ending on the preceding December 31 plus 2.5% with the total annual salary increase for each fiscal year no to exceed 3.0%.

For purposes of this provision, the CPI-U shall be the Chicago-All Urban Consumer Price Index as adopted by the cook County Assessor's Office for PTE: "tax cap" purposes.

C. BENEFITS

1. SURS Contribution

In addition to the annual salary stated in paragraph B.1 of this Agreement, the Board will make a contribution on behalf of the President to the State Universities Retirement System (SURS) in an amount equal to the President's full statutory contribution as required by the SURS statute and regulations. The President does not have any right or claim to this amount contributed by the Board on the President's behalf except as it may become available at the time of retirement from SURS. Both parties acknowledge that the President does not have the option of choosing to receive the contributed amount directly, instead of having such contribution paid by the Board to SURS, and that such contribution is made as a condition of employment to secure the President's future services, knowledge, and experience.

2. Tax Sheltered Annuity

The Board shall annually purchase or provide on behalf of the President a qualified tax shelter annuity pursuant to Section 403(b) of the Internal Revenue Code in the amount of \$10,000.

3. Life Insurance

During each year of this Agreement, the Board shall pay the annual premiums for a policy of term life insurance in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) upon the life of the President in favor of such beneficiaries as she may designate.

4. Medical/Dental/Vision Insurance

During the entire term of this Agreement, the Board shall provide and pay 100% of the premiums for medical, hospitalization, vision and dental benefits for the President and dependent members of her family as defined by the applicable insurance policies as provided to other full-time employees.

5. Automobile

The Board will provide the President with the use of a Board-owned or leased automobile for business purposes. All maintenance costs, including gasoline, oil, insurance, and repairs for such automobile shall be paid by the Board. As a condition of her employment, the President shall be required to operate an automobile for business purposes. It is contemplated that the President shall be required to visit the program sites of the Board and to meet with constituents. The President shall pay the expenses for all gasoline and oil relating to personal use of the automobile.

6. Disability Coverage

The Board shall provide the President with a disability income policy which pays 60% of the President's current salary after 90 days of disability.

7. Professional Development and Meetings

The President may, with notice to the Board Chairman, attend appropriate professional meetings at the local, state and national levels, and the President shall report to the Board periodically with respect to these meetings. The Board shall reimburse the President for reasonable out-of-pocket expenses incurred by the President in connection with such approved activities and events.

D. LEAVES

1. Vacation

During each year of service under this Agreement, the President shall be entitled to a paid vacation of twenty-one (21) days, excluding weekends, in addition to legal holidays. Such vacation days will be accrued and may be carried over as provided by Board policy for administrative and professional personnel. The dates of such vacation shall be determined by mutual agreement between the Board Chair and the President.

Payment for any accrued and unused vacation days will be made thirty (30) days after termination of this Agreement, and thirty (30) days after separation of employment of the President and will be considered a severance payment that will occur after issuance of the President's last paycheck and after the President's last workday.

2. Sick Leave

The President shall also be given sick day benefits equivalent to those provided for administrative and professional personnel under applicable Board policy.

E. ANNUAL EVALUATION

The Board and President agree that during each year of this Agreement there shall be an evaluation of the President's performance under the Agreement. The evaluation shall consider, but not be limited to, examination of the establishment and maintenance of educational goals, administration of personnel, rapport with the Board and such other factors of appraisal as may be established by the parties. The performance of the President shall be appraised by the Board on or before March 31 of each year of this Agreement, and a written evaluation of that performance given to the President on or before April 30 of each year of this Agreement. The parties shall confer on and discuss the evaluation prior to the preparation of the formal evaluation. The president and the Board may adjust the President's s goals based on the performance evaluation and appraisal.

F. TERMINATION

1. Termination Due to Disability

The Board shall have the right to terminate the President's employment under this Agreement in the event of a "Disability", which is hereby defined as a mental or physical illness, injury or disability which (i) prevents the President from performing her essential job responsibilities as President of the College for (a) substantially all of the regular working days of any six (6) consecutive month period, or (b) the majority of the regular working days of any twelve (12) consecutive month period, or (ii) is of such a catastrophic nature that it is reasonably certain that the President will be prevented from performing her essential job responsibilities as President of the college for either of the foregoing two periods of time.

2. Mutual Agreement

The President's employment under this Agreement may be terminated at any time by written agreement of the parties.

3. Resignation of the President

The President shall have the right to terminate her employment under this Agreement upon not less than twelve (12) months' prior written notice to the Board, or such shorter notice period as the Board may accept.

4. Termination by the Board for Cause

The Board and President agree that the Board has the right to dismiss the President for cause. Notice of dismissal shall be in writing, stating the specific charges complained of. Failure to meet minimum standards of conduct and work for any of the following listed reasons, which list is not to be considered all inclusive, shall be sufficient cause for dismissal purposes:

- (a) That she has materially breached her duties and responsibilities under this agreement.
- (b) That she has violated any lawful or official direction or rule given her by the Board when such violation or failure to obey amount to insubordination or serious breach of discipline.
- (c) That she has been convicted of a criminal offense involving moral turpitude.
- (d) That she has through willful misconduct caused damage to public property or waste of public supplies.
- (e) That she has engaged in any other full-time employment outside her employment or any other employment which interferes with her duties under this Agreement.
- (f) That she has received any monies, gratuities, property or considerations outside of her salary, for her services or duties as President, except pursuant to this Agreement.
- (g) That she has campaigned for a political officer during her hours of employment.
- (h) That she has run for political office without taking a leave of absence.

Upon written request, the President may be granted a hearing before the Board with respect to any change made against her for dismissal. Within a reasonable time after such hearing, the Board will inform the President in writing of its final decision. No severance pay is due upon termination of the Agreement under this provision.

5. Termination Without Cause

The Board and President agree that the Board has the right to terminate this contract at any time without cause upon tendering in writing a notice to the President no less than 90 days (ninety days) prior to the date of termination without cause. In the even that Board so acts, both parties agree that the President shall be paid twenty (20) weeks severance at the

President's then current annual salary rate, and twenty (20) weeks of Board health insurance at Board's expense.

6. Effect of the Termination

As of the effective date of this termination of the President's employment for any reason, all rights and obligations of the parties under this Agreement shall immediately cease. This Agreement is only for the period stated and the Board and the President agree that the execution of this Agreement does not create any expectancy of continued employment beyond the date of employment specified herein, and agrees that the Board has sole power and discretion to determine whether to continue the President's employment beyond the termination date of this Agreement.

G. INDEMNIFICATION

The Board shall defend, indemnify and hold the President harmless from and against any and all claims, demands, causes of action, suit, proceedings, damages, liabilities, judgments, costs and expenses suffered, sustained or incurred by the President as the result of or arising out of the President's good faith performance of her responsibilities as President of the College and her obligations under this Agreement. Provided, however, that the foregoing right of indemnification shall not apply in the case of any claim by the Board or College alleging that the President has breached one or more of her obligations under this Agreement, unless a court of competent jurisdiction determines that such claim by the Board or the College is without merit. The President shall give prompt notice to the Board of any claim asserted or threatened against her as well as facts, occurrences or events that could result in a claim being asserted or threatened against her. The parties' rights and obligations under this provision shall survive the termination of the President's employment for any reason.

H. NOTICE

Any notice required to be given under this Agreement will be deemed sufficient if it is in writing and sent by U.S. Mail to the President at her residence or to the Chairman of the Board.

I. MISCELLANEOUS

1. This Agreement has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
2. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such headings or numbers and the text of this Agreement the text shall control.
3. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

4. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communication between the parties concerning such subject matter, whether oral or written.
5. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs, executors, and personal representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BOARD OF TRUSTEES OF MORaine VALLEY
COMMUNITY COLLEGE, COMMUNITY
COLLEGE DISTRICT NO. 524, COUNTY OF
COOK AND STATE OF ILLINOIS

By: _____
Beth McElroy Kirkwood, Chair

ATTEST:

Tiffany Robinson, Secretary

Dr. Pamela J. Haney

NEW BUSINESS

*4.1 Legal Counsel Services

Enclosed

LEGAL COUNSEL SERVICES

Action:

That the Board of Trustees appoint Odelson, Murphey, Frazier, & McGrath, LTD. as counsel for Moraine Valley Community College.

MOTION

NOW COMES _____, Trustee of Moraine Valley Community College, and hereby make a motion to appoint Odelson, Murphey, Frazier, & McGrath, LTD. as counsel for Moraine Valley Community College, District 524.



Burton S. Odelson
attyburt@omflaw.com

May 15, 2023

Via Email

Chairman Beth Kirkwood
Moraine Valley Community College
bethmkirkwood@comcast.net

Re: Proposal for Legal Services

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Dear Chairman Kirkwood:

I am pleased to submit our proposal for legal services to be provided to Moraine Valley Community College. We do not wish to interfere with your current General Counsel with whom we have a long working relationship. I do understand there is a need for separate Labor Counsel and would greatly desire consideration.

As you know, I served as Trustee and Chairman of the Board for almost 18 years. This was during Moraine's "growing" stage with its facilities, programs and student base. I also personally negotiated the teachers' contracts beginning in the early 1980s. This continued until the end of my tenure in 1996. Obviously, I have a warm place in my heart for MVCC and would love to come back and assist the college in any way the Board deems appropriate.

The firm has decades of experience in all aspects of labor, including arbitrations, contract interpretation, grievances, transitioning from union to privatizing and switching unions for different units. We have negotiated with the Fraternal Order of Police, SEIU, MAP, ICOPS, Teamsters, IAFF, Local 150, Local 399, AFSCME, and numerous educational unions on behalf of our school districts. Additionally, the firm represented Local 241 (CTA) and IFPE Local 4408 (downstate State employees), as well as formerly representing IBEW Local 134 and the Chicago Teachers Union.

The firm's achievements in the labor and employment areas of practice are significant. Recently, we have successfully negotiated police, dispatch, fire, public works, and clerical contracts in Aurora, Burnham, Deerfield, Forest View, Lyons, Northlake, Calumet Park, Countryside, Summit, Olympia Fields and for the Orland Fire Protection District. We have also successfully completed teacher and support staff negotiations in a number of school districts (i.e. Lyons School District 103, Summit School District 104, Oak Lawn Community High School District 229, Evergreen Park Community High School District 231, etc.). We have successfully handled numerous grievances, arbitrations, and unfair labor practice cases before the Illinois Educational Labor Relations Board and the Illinois Labor Relations Board, as well as labor cases

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in the Circuit and Appellate Courts. Our website, www.omfmlaw.com, has additional information concerning the firm's achievements in the employment realm.

Our attorneys have conducted staff and board training for several municipalities and school districts and regularly present at labor employment law seminars. We have also developed work rules and policies for non-union employees and contracts for department heads or independent contractors.

Aside from myself, I would have Managing Partner, Felicia Frazier, and Priscilla Centeno assist with all related labor matters. I have included our resumes as an enclosure. Additionally, Partner John Murphey, who formerly represented Moraine Valley, would assist in labor matters when needed.

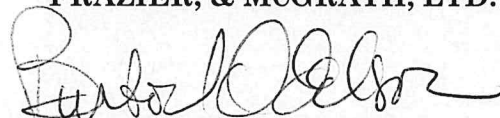
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I understand that the law firm of Robbins Schwartz has been doing labor work. Our hourly fee would not exceed theirs.

I greatly appreciate the opportunity to submit our qualifications and look forward to the opportunity of again serving Moraine Valley.

Sincerely,

**O DELSON, MURPHEY,
FRAZIER, & McGRATH, LTD.**



Burton S. Odelson
President

Enclosure



BURTON S. ODELSON

Odelson, Murphey, Frazier & McGrath, Ltd.'s founding partner, Burton Odelson, started the firm in 1972 and has since earned a reputation as a leading expert in governmental, school and election law. Burt attended Richard J. Daley College, the University of Illinois at Chicago, and received his Juris Doctorate from IIT Chicago-Kent Law School.

In addition to serving as city or village attorney for municipalities and township attorney for townships and highway districts, Burt serves as general counsel to an array of local elementary and high school districts and has served a number of labor unions in various capacities.

Burt has been counsel to hundreds of public officials, labor leaders, and candidates for local, state, and federal offices. He participated in numerous landmark cases before the United States Supreme Court, Illinois Supreme and Appellate Courts, and was one of the successful attorneys participating in the Bush/Gore recount, which was ultimately resolved by the United States Supreme Court.

As an elected official, he served as Trustee and Chairman of the Board of Trustees for Moraine Valley Community College for over 17 years, and served as Chairman of the Board of Directors of Brother Rice High School for 11 years. He also serves as a founding director and pro bono counsel for the Women's Care Center in South Bend, Indiana and LaGrange, Illinois.

Burt has been the recipient of many honors and awards. His law school, IIT Chicago-Kent, awarded him the Distinguished Service Award in 2007 and the Professional Achievement Award in 2016. He was made a member of the Brother Rice High School Hall of Fame and was awarded the Stephen Ruff Distinguished Service Award in 2016. In 2018, he received the Longevity of Service Award from the Illinois Local Government Lawyers Association for his over 4 decades of continuous representation of the Village of Orland Hills.

“From state or county government to municipalities and school districts ... representing and advising our clients at affordable rates is what we do best.”

BURTON S. ODELSON
FOUNDING PARTNER



FELICIA L. FRAZIER

Managing Partner at Odelson, Murphey, Frazier & McGrath, Ltd., Felicia Frazier provides experienced counsel in the areas of school, municipal, and labor law. A graduate of Illinois State University with a degree in Psychology, she earned her Juris Doctorate from John Marshall Law School. Felicia is a member of the Illinois Council of School Attorneys and is admitted to practice in the United States District Court for the Northern District of Illinois.

Prior to coming to the firm, Felicia served as an Assistant State's Attorney with the Cook County State's Attorney's Office. As a trial attorney, she prosecuted hundreds of cases in both bench and jury trials. In addition, she provided domestic battery training for Area 4 Police Headquarters personnel.

Felicia presently serves as general counsel to numerous school districts, as well as village attorney for multiple municipalities. Felicia's school law experience includes hearings before the Illinois Educational Labor Relations Board, teacher dismissal hearings, and labor contract negotiations, including arbitrations. Her public sector experience includes personnel issues, labor and employment matters, and contract negotiations. She represents employers in state and local labor board hearings, as well as grievance and arbitration hearings.

Felicia has served as a speaker at school and municipal conferences on topics including employee discipline, discharge, pension related issues, and social media. She has also conducted training programs for a variety of employers on labor and employment law issues.

In 2018, Felicia was named as one of Crain's Chicago's Notable Women Lawyers and was 1 of 4 recipients of the Women's Bar Association of Illinois Top Women Lawyers in Leadership Awards.

Along with her husband and 2 children, Felicia volunteers at homeless shelters and food pantries.

"A proven record of performance from landmark precedent-setting cases to excellence in client representation – experience counts."

FELICIA L. FRAZIER
MANAGING PARTNER



PRISCILLA E. CENTENO

Priscilla Enis Centeno is a bilingual associate attorney with Odelson, Murphey, Frazier & McGrath, Ltd. Her primary focus is school law.

Priscilla received her Bachelor of Arts degree from Connecticut College in 2015 with a double major in Government and Sociology. Upon graduating, she moved back to her hometown, Chicago, and obtained a Masters in Teaching from Dominican University in 2017, while simultaneously working at Chicago Public Schools as an 8th Grade English Language Arts teacher. Within these experiences, Priscilla's passion for equity and justice grew.

Less than a year after achieving her masters, Priscilla began law school at DePaul University where she ultimately earned her Juris Doctorate from DePaul University College of Law. While in law school, she worked as an educator and eventually transitioned into a full-time law clerk position at a law firm that primarily focused on civil defense litigation.

Priscilla is a member of the Chicago Bar Association, the Hispanic Lawyers Association of Illinois, The Illinois State Bar Association, and Women's Bar Association of Illinois.



JOHN B. MURPHEY

John B. Murphey, Partner, graduated cum laude from Loyola University of Chicago School of Law in 1976. He serves as counsel to many local government units throughout Illinois and is a nationally recognized expert on civil rights law. John has successfully litigated complex zoning matters for private and public clients. He is admitted to practice in the United States District Court for the Northern District of Illinois, the Seventh Circuit Court of Appeals and the United States Supreme Court.

Focusing his practice on cases involving civil rights defense for local governments, John represents public clients in all phases of litigation in state and federal courts. He advises local cities and villages on matters involving zoning and serves as special labor counsel to many municipalities.

John serves as regular and special counsel to dozens of Illinois local governments. He has argued numerous cases before the Seventh Circuit Court of Appeals and the Illinois Supreme Court on issues including first amendment, fair housing, due process, employment discrimination and zoning. He

represents both plaintiffs and defendants in Section 1983 litigation.

John frequently presents at conferences and workshops on topics affecting municipalities, including a zoning workshop organized by the Intergovernmental Risk Management Agency in 2020. He presents annually at Chicago-Kent's Section 1983 Civil Rights Litigation Conference.

John is a two-time winner of the Litigation Award and a Lifetime Achievement Award from the Illinois Local Government Lawyers Association. He has been selected to Super Lawyers from 2005-2012 and 2014-2020 and is one of Super Lawyers Top Rated lawyers in the State, Local and Municipal category. He has been named to Best Lawyers in America.

John has been an elected official, serving for 12 years as a member of his local school board, the last four as President.