



COLLEGE OF DuPAGE

Regular Board of Trustees Meeting

June 22, 2017





**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 502
COUNTIES OF DuPAGE, COOK AND WILL, STATE OF ILLINOIS**

**REGULAR BOARD MEETING
5:45 P.M. ~ STUDENT SERVICES CENTER, SSC 2200**

**SPECIAL BOARD MEETING: PUBLIC HEARING OF FY18 BUDGET
6:45 P.M. ~ STUDENT SERVICES CENTER, SSC 2200**

5:45 P.M. REGULAR BOARD MEETING: CLOSED SESSION (to conclude by 6:45 p.m.)

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL
2. CLOSED SESSION
3. RETURN TO OPEN SESSION

6:45 P.M. SPECIAL BOARD MEETING: PUBLIC HEARING OF FY18 BUDGET

1. CALL TO ORDER / ROLL CALL
2. FY18 Budget
 - Dr. Brian Caputo, Vice President Administration & Treasurer
3. PUBLIC COMMENT
4. ADJOURN

7:00 P.M. REGULAR BOARD MEETING (continued upon conclusion of Public Hearing)

1. CALL TO ORDER / ROLL CALL
2. PUBLIC COMMENT
3. REPORTS
 - a. Chairman's Report
 - b. Student Trustee's Report
 - c. President's Report
 - Student Competition Update
 - Enrollment Update
 - ICCB Recognition Update
 - Noel-Levitz Student Satisfaction Report
4. INFORMATION
 - a. Personnel Items
 - b. Financial Statements
 - c. Gifts & Grants Reports
 - d. Change Orders
 - e. Monthly Construction Update
 - f. College of DuPage Employee Discount for Non-Credit Continuing Education Courses
 - g. Board Policies Regarding Travel: 1st Reading
 - Board Policy 5-195: Trustee Conferences
 - Board Policy 5-200: Trustee Travel

- Board Policy 10-190: Reimbursement for Employee Business Travel Expenses
- Board Policy 20-105: Group Travel

h. Board Policy 5-180: Legal Counsel – 1st Reading

i. Board Committee Charters – 1st Reading

- Academic Committee
- Audit Committee
- Auxiliary & Outreach Committee
- Budget Committee
- Construction & Facilities Committee
- Governance Policy Committee

5. CONSENT AGENDA

- 2017 Pavement Sealing and Repairs Project
- Counseling & Advising Renovation
- ICCB RAMP Document
- Radio and Digital Advertising Annual Purchase
- Computer and Equipment Purchases for the FY18 IT Replacement Plan
- Cybersecurity Specialist Certificate Program
- Resolution: Local Government Travel Expense Control Act
- Illinois Prevailing Wage Act
- Interim Memorandum of Understanding with College of DuPage Foundation
- Paper Bid Rejection
- Approval of President Rondeau’s Business Expense Budget
- Approval of President Rondeau’s Reimbursable Expenses
- Minutes of the May 7, 2017 Board Retreat
- Minutes of the May 18, 2017 Regular Board Meeting
- Personnel Action Items
- Financial Reports
- Approval for Vice Chairman Napolitano to attend ACCT Leadership Conference

6. ADOPTION: FY 2018 BUDGET

7. ADDENDUM TO THE CURRENT AT&T IPFLEX AGREEMENT FOR THE ADDITION OF ADVANCED 911 SERVICES

8. ICCRMC Insurance Renewal for FY2018

9. CLOSED SESSION (if needed)

10. FY2018 (July 1, 2017 – June 30, 2018) Compensation for President Rondeau

11. APPROVAL: Final Settlement Agreement Pertaining to Matters Involving Former Employees Thomas Glaser and Lynn Sapyta

12. TRUSTEE DISCUSSION

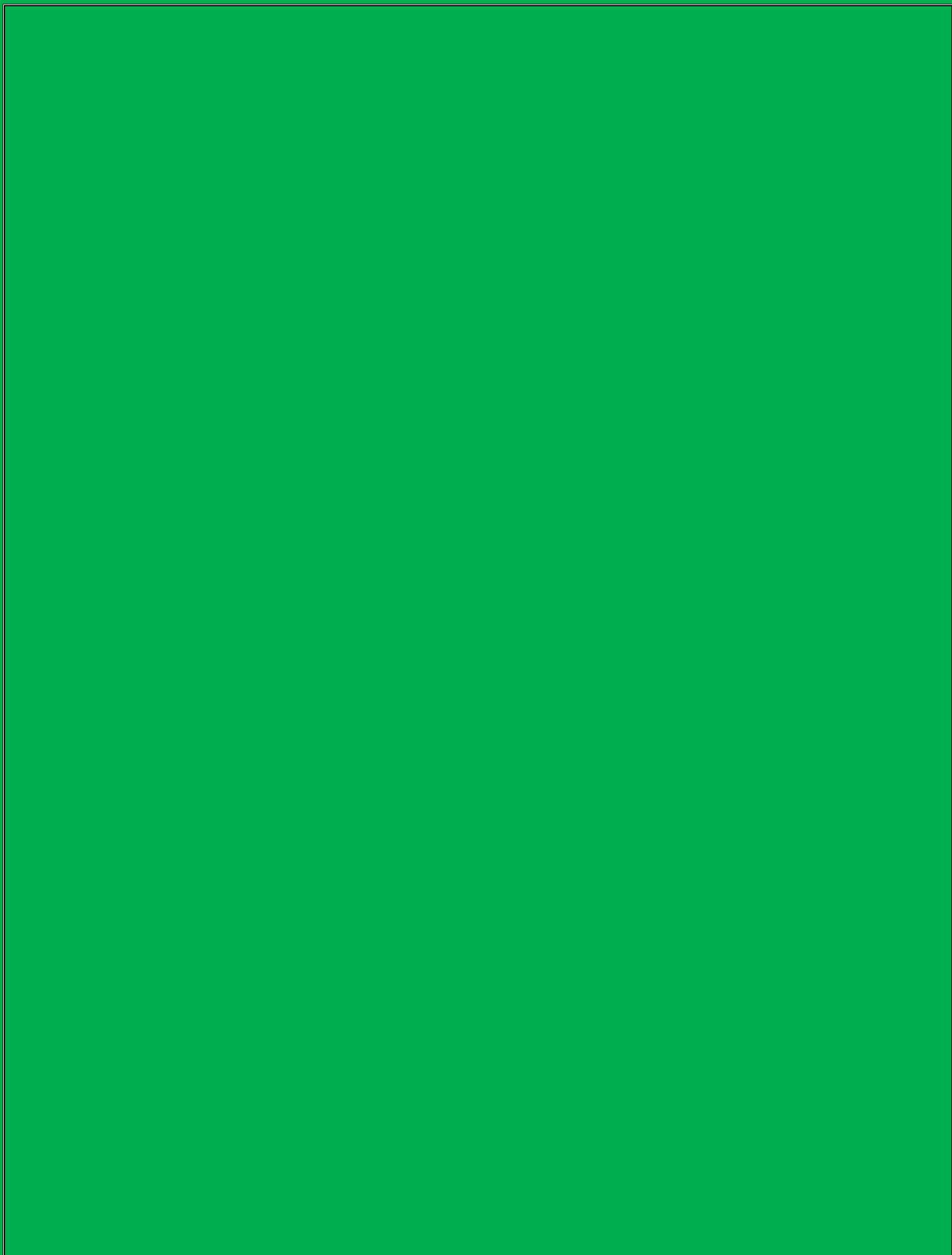
- Committee Charters

13. Calendar Dates / Campus Events

- Thursday, July 20, 2017: Regular Board Meeting @ 7:00 p.m. – SSC-2200

14. ADJOURN

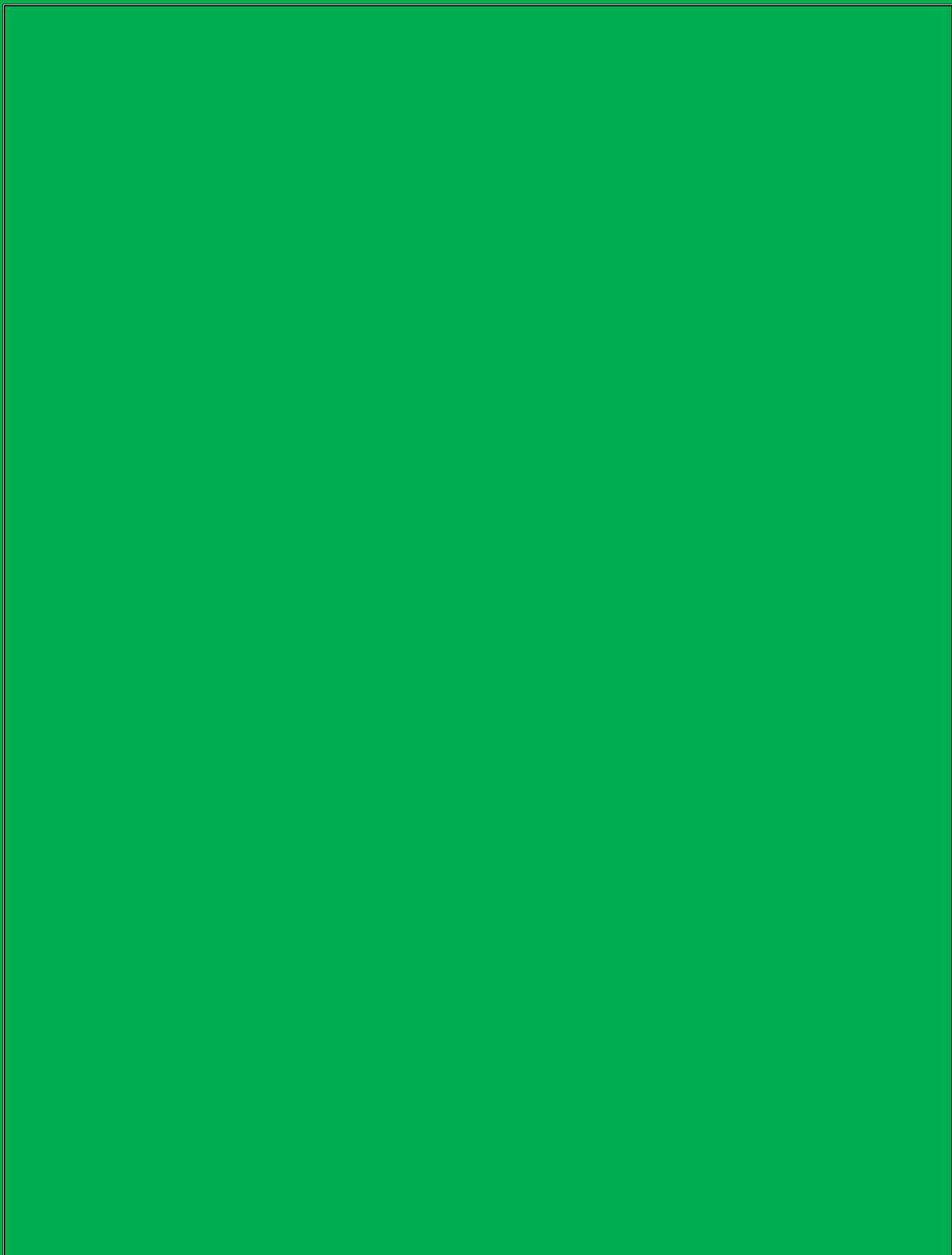
<p><u>FUTURE MEETINGS</u> <u>7:00 p.m. – Regular Board Meeting – SSC-2200</u> <u>Thursday, July 20, 2017</u></p>



INFORMATION

- a. Personnel Items
- b. Financial Statements
- c. Gifts & Grants Report
- d. Construction Change Orders
- e. Monthly Construction Update
- f. College of DuPage Employee Discount for Non-Credit Continuing Education Courses
- g. Board Policies Regarding Travel: 1st Reading
 - Board Policy 5-105: Trustee Conferences
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 - Board Policy 10-190: Reimbursement for Employee Business Travel Expenses
 - Board Policy 20-105: Group Travel
- h. Board Policy 5-180: Legal Counsel – 1st Reading
- i. Board Committee Charters: 1st Reading
 - Academic Committee

- **Audit Committee**
- **Auxiliary & Outreach Committee**
- **Budget Committee**
- **Construction & Facilities Committee**
- **Governance Policy Committee**



**COLLEGE OF DuPAGE
REGULAR BOARD MEETING**

BOARD APPROVAL

1. **SUBJECT**

Approval of final settlement agreement pertaining to matters involving former employees Thomas Glaser and Lynn Sapyta.

2. **REASON FOR CONSIDERATION**

Section 3-30 of the Illinois Public Community College Act permits the Board of Trustees to exercise powers “that may be requisite or proper for the maintenance, operation and development of any college or colleges under the jurisdiction of the board.” 110 ILCS 805/3-30.

3. **BACKGROUND INFORMATION**

In December 2015, former employees Thomas Glaser and Lynn Sapyta filed a lawsuit against the College of DuPage and alleged various claims pertaining to the termination of their employment. To resolve these matters, the parties (through counsel) have engaged in settlement discussions and have reached agreement on the terms and conditions set forth in the attached document and attachment. This settlement agreement is subject to approval by the Board of Trustees.

4. **RECOMMENDATION**

That the Board of Trustees approve the attached settlement agreement, authorize the Chairman and/or President to execute the agreement on behalf of the College, and authorize College personnel to take actions necessary to discharge the College’s obligations under the attached agreement.

Staff Contacts: John Kness, General Counsel

BOARD APPROVAL

SIGNATURE PAGE

Settlement Agreement pertaining to matters involving Thomas Glaser and Lynn Sapyta

ITEM(S) ON REQUEST:

That the Board of Trustees approve the attached settlement agreement, authorize the Chairman and/or President to execute the agreement on behalf of the College, and authorize College personnel to take actions necessary to discharge the College's obligations under the attached agreement.

Board Chairman

Date

Board Secretary

Date

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement and Mutual Release of Claims (“Agreement”) is made and entered into by and between THOMAS GLASER and LYNN SAPYTA (individually and collectively, “Employees”) and COLLEGE OF DUPAGE (the “College”), a community college and local public entity. Employees and the College are collectively referred to as the “Parties.”

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. General Release by Employees and the College. Employees, by the execution of this Agreement, and in consideration of the promises made in this Agreement, expressly waive and release any and all claims and causes of actions which Employees alleged in the lawsuit *Glaser et al. v. College of DuPage et al.*, No. 15-CV-10765 (N.D. Ill.) (the “Litigation”). Employees further agree to expressly waive and release any and all potential claims and causes of action which Employees could allege or assert against the College, including its past and present members of the Board of Trustees, interim President, and any other officers, directors, managers, members, shareholders, employees, affiliates, subsidiaries, and agents (collectively, “Released Parties”), as of the Execution Date (defined below), arising from or related to the employment and/or termination of employment, including but not limited to any and all such claims of:

a) unlawful discrimination or retaliation on the basis of age, race, color, sex, national origin, ancestry, disability, religion, sexual orientation, marital status, parental status, veteran status, entitlement to benefits, or any other protected status under any applicable local, state or federal law; or

b) violations of the Age Discrimination in Employment Act (“ADEA”), the Older Workers’ Benefit Protection Act, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Family and Medical Leave Act, the Employee Retirement Income Security Act of 1974, the Genetic Information Nondiscrimination Act, the Occupational Health and Safety Act, any federal or state health care program, or any other local, state or federal law, regulation or ordinance; or

c) violations of any of the College’s personnel policies or handbooks, or any implied or express covenant of good faith and fair dealing, or any contract between Employees and the College and/or any Released Party; or

d) any tort or violations of any existing public policy or common law, including claims which relate to, involve or could be predicated on personal injury, battery, invasion of privacy, retaliatory or wrongful discharge, negligent hiring, negligent retention, negligent supervision, defamation, intentional or negligent infliction of emotional distress and/or mental anguish, intentional interference with contract, negligence, detrimental reliance, loss of consortium, promissory estoppel, or any other claims arising under local, state or federal laws, constitutions, regulations, ordinances or executive orders; or

e) any obligations, under any legal theory or principle, to pay Employees any damages, to reimburse any of Employees' litigation costs or expenses (including attorneys' fees), or to pay to Employees any wages, bonuses, commissions, expenses, reimbursements, disability or other benefits, compensatory damages, punitive damages and/or interest.

(f) each of the Released Parties, and each of the Released Parties' successors and/or assignees, waives and releases any and all potential suits, claims, and/or causes of action, both known and unknown, in law or in equity, which each of the Released Parties, and each of the Released Parties' successors and/or assignees now has, ever had or could now allege or assert against Employees including but not limited to any and all potential claims and/or causes of action against Employees which, in any way, arise from or relate to each of the Employees' employment and/or termination of employment with the College.

Employees, and the College shall not institute or file any complaint or other litigation against the other, in any state or federal court, on the basis of any claim described in this paragraph 1.

This Release constitutes a release of all claims, known or unknown, that may be lawfully waived; but expressly excludes: (i) the enforcement this Agreement in the event of breach by either of the Parties; (ii) claims that cannot be waived as a matter of law, including but not limited to, the right to challenge the ADEA waiver, to file an administrative charge with a governmental agency or participate in an investigation or proceeding conducted by an administrative agency, to report possible violations of federal law or regulation to any governmental agency or to make other disclosures that are protected under federal law or regulation. Employees are waiving their right to any monetary recovery in connection with such a charge or investigation. However, Employees do not waive their right to any whistleblower awards.

2. Non-Disparagement. Each of the Employees, or any others acting on their behalf, either directly or indirectly, shall not: (i) disparage any Released Party concerning the facts or claims at issue in the Litigation; or (ii) disparage the College, its business, or its business reputation.

Each of the Released Parties, or any others acting on their behalf, directly or indirectly, shall not disparage either of the Employees concerning the facts or claims at issue in the Litigation or otherwise disparage either of the Employees' personal or professional reputations. The College shall instruct the Board of Trustees and other senior leaders not to disparage the Employees or their personal or professional reputations. Nothing in this paragraph shall be construed to prevent any of the Parties from providing truthful testimony-written or oral- in any federal and/or state court, administrative hearing and/or other legal proceeding or otherwise to take action in good faith to support and defend itself in any other legal proceeding.

3. Neutral Reference. Any requests for references shall be directed to Linda Sands-Vanker, Vice President of Human Resources, at 630-942-2621, and/or her successor at the phone number then assigned to the Vice President of Human Resources, who will respond with a confirmation of employment of Employees, their dates of employment, and their job title. In addition, within five days of the execution of this Agreement, the College agrees to provide the Employees with copies of their written performance evaluations ("Administrator Performance

Evaluation”) on College stationary for all of the years of their employment that are currently maintained in the Employees' personnel files.

4. Not Medicare Eligible. Employees represent and warrant that they are not Medicare eligible, that they are not a Medicare beneficiary, and are not within thirty months of becoming Medicare eligible; that Employees are not 65 years of age or older; are not suffering from end stage renal failure or amyotrophic lateral sclerosis; are not receiving Social Security benefits for twenty-four months or longer; and/or have not applied for Social Security benefits, and/or have not been denied Social Security disability benefits and are appealing the denial. Employees affirm, covenant and warrant that they have made no claims for illness or injury against, nor are they aware of any facts supporting any claim against, the released party under which the released party could be liable for medical expenses incurred by Employees before or after the execution of this Agreement. Because Employees are not a Medicare recipient as of the date of this release, Employees are aware of no medical expenses which Medicare has paid and for which the released party is or could be liable now or in the future. Employees agree and affirm that, to the best of their knowledge, no liens of any governmental entities, including those for Medicare conditional payments, exist.

Each Party has been advised by counsel before signing this Agreement and has relied upon advice of such counsel with respect to all aspects of this Agreement, including but not limited to the Parties' respective obligations (if any) to reimburse Medicare for conditional payments related to the accident(s), injury(ies), or illness(es) giving rise to this settlement. It is understood and agreed that no mistake of law or mistake of fact made by any Party, including but not limited to any mistake with respect to any obligation to reimburse Medicare for conditional payments, shall constitute a basis for rescission or reformation or render any portion of this Agreement void or voidable.

5. Waiver and Release is Knowing and Voluntary. Employees agree that:

- a) Employees are entering into this Agreement knowingly and voluntarily; and
- b) Employees have been advised by this Agreement to consult an attorney before signing this Agreement, and have in fact so consulted with their respective attorneys before signing this Agreement.

6. Successors. The covenants, terms and conditions which are contained in this Agreement bind and inure to the benefit of the Employees and Released Parties, and each of their respective successors in interest, heirs and/or assigns.

7. Entire Agreement. This Agreement constitutes the entire contract and settlement arrangement between the College and Employees concerning the College's employment of each of the Employees, and the termination of Employees' employment relationship with the College.

8. No Admission of Liability. This Agreement does not and shall not constitute an admission of liability by anyone and liability is expressly denied by each of the Released Parties and each of the Employees.

9. Amendments. No amendment of this Agreement will be valid or enforceable unless the amendment is reduced to writing and signed by both the College and Employees.
10. Governing Law. This Agreement will be enforced, construed, interpreted and governed, in all respects, by and under the law of the State of Illinois.
11. Enforcement. The invalidity or unenforceability of any particular provision of this Agreement will not invalidate the remaining provisions of this Agreement and, in that event, this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted and deleted.
12. No Waiver of Terms. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any such term, covenant, or condition, nor shall any such failure be deemed a waiver or relinquishment of any right under the terms, covenants, or conditions hereof.
13. Counterparts. This Agreement may be executed in individual counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.
14. Dismissal of Claims with Prejudice. Employees agree to dismiss the lawsuit *Glaser et al. v. College of DuPage et al.*, No. 15-CV-1587 (N.D. Ill.), against the College of DuPage with prejudice within seven days of execution of this agreement.

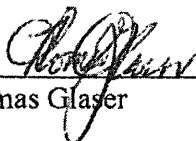
[Signature on following page]

Employees acknowledge that they have read, fully understand, and are voluntarily accepting the terms of this Agreement.

College of DuPage:

Employees:

By: _____
John Kness
General Counsel

By:  _____
Thomas Glaser

Date Signed: _____

Date Signed: 6/30/2017

Board Approval certification:

By: _____
Deanne M. Mazzochi
Chair, Board of Trustees

By: _____
Lynn Sapyta

Date Signed: _____

Date Signed: _____