

20529

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

APR 6 - 1998

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS

COUNTY OF COOK
AND STATE OF ILLINOIS

RESOLUTION:

AUTHORIZE SETTLEMENT AGREEMENT & RELEASE
COOK COUNTY COLLEGE TEACHERS UNION
LOCAL 1600, AFT, AFL-CIO
[RICHARD LANG]

WHEREAS, the Board of Trustees of Community College District No. 508 [City Colleges] and the Cook County College Teachers Union, Local 1600, AFT, AFL-CIO [Union] engaged in negotiating a settlement involving Richard Lang, a faculty member at Wright College; and

WHEREAS, the Office of the General Counsel has reached a settlement with the Union; and

WHEREAS, the Chancellor recommends adoption of the recommended settlement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, hereby approves the settlement agreement and release, as attached, with Richard Lang.

April 6, 1998

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into by and between the Board of Trustees of Community College District #508 ("City Colleges"), Richard Lang ("Lang") and the Cook County College Teachers Union Local 1600, AFT/IFT, AFL-CIO ("Union"), collectively the "Parties as follows:

WHEREAS, Lang is a faculty member in the Wright College Social Science Department;

WHEREAS, Lang has been served notice of a disciplinary hearing at which City Colleges plans to seek Lang's discharge;

WHEREAS, Lang prefers the terms and conditions set down herein to the adversarial process entailed in a disciplinary hearing; and

WHEREAS, the Parties agree to resolve their differences amicably without the need for further disciplinary proceedings and wish to avoid further controversy, litigation, costs, legal fees and inconvenience;

NOW, THEREFORE, in consideration of the provisions, covenants and mutual promises contained herein, the Parties hereby agree as follows:

1. Lang hereby tenders his letter of retirement effective January 31, 1999.
2. Lang shall continue to teach classes and perform all other duties incumbent upon a faculty member until the end of the Spring Semester, 1998, which occurs on May 16, 1998, provided he performs such duties in a satisfactory manner in accordance with the rules and regulations of City Colleges.
3. Lang shall not teach classes during the summer term, 1998.
4. Lang shall be granted an unpaid leave of absence for the Fall Semester, 1998.
5. Lang shall be permitted to return to work on January 4, 1999, and shall remain employed until January 31, 1999. He shall not teach classes during this period, but instead shall perform administrative work as assigned by the Wright College administration. This work shall be of a professional nature and shall be work Lang is competent to perform.
6. If Lang executes this Agreement within twenty-one (21) days of receipt, does not revoke it within seven (7) days after signing it, and complies with all of its terms and conditions set forth herein, then City Colleges shall: a) cancel the disciplinary proceedings for which he has already received notice; b) permit Lang to retire on January 31, 1999 under the early retirement provisions of Article VII.J of the 1996-2000 collective bargaining agreement and receive all rights and privileges associated with faculty members retiring

under that Article; and c) provide Lang with an original signed neutral letter of reference, a copy of which is attached hereto as Exhibit A.

7. (a) In exchange for the foregoing, Lang and the Union hereby fully, finally, and unconditionally release and forever discharge City Colleges, and as direct, intended third party beneficiaries hereof, its past, present and future trustees, officers, employees, agents and assigns (collectively referred to as the "Released Parties"), from any and all claims, grievances, lawsuits, discrimination charges, demands, debts, liens, damages, costs, attorneys' fees, or rights of action of any nature whatsoever, known or unknown, liquidated or unliquidated, absolute or contingent, in law or in equity, which could have been filed with any federal, state, local or private court, agency, arbitrator or any other entity, based directly or indirectly upon Lang's employment or cessation of employment with City Colleges, and any alleged act or omission to act, whether related or unrelated to Lang's employment, by or on behalf of the Released Parties, accruing prior to the execution of this Agreement by Lang and the Union.

(b) Without limiting the foregoing terms, this General Release specifically includes and extinguishes all claims for breach of any expressed or implied contract; age discrimination, sex discrimination, race discrimination, or discrimination on any other basis; retaliation or reprisal; wrongful discharge; unjust discharge, constructive discharge; retaliatory discharge; infliction of emotional distress; any other tort; and any and all claims arising from any alleged violation by or on behalf of the Released Parties, of any collective bargaining agreement, federal, state or local constitution, statute, regulation, ordinance, order, public policy or common law, including but not limited to the Age Discrimination in Employment Act, as amended; Title VII of the Civil Rights Act of 1964 as amended, the Civil Rights Act of 1991, or any other federal, state, or local employment or anti-discrimination law, accruing prior to the execution of this Agreement by Lang and the Union.

(c) This Settlement Agreement and General Release includes and extinguishes all claims for equitable and legal relief, attorneys' fees and costs.

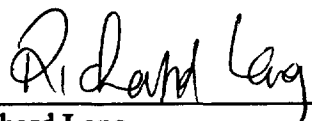
(d) Nothing in this release restricts Lang's right to enforce this Settlement Agreement and General Release and the promises set forth herein.

8. Lang and the Union agree and acknowledge that if Lang violates this Agreement in any manner, his disciplinary hearing shall be reinstated and considered timely by all parties.
9. The Board, Lang and the Union acknowledge that by entering into this Agreement, they each have received certain, tangible and valuable benefits to which they would not otherwise be entitled.
10. This Agreement is being entered into solely for the purpose of resolving all claims, and shall not be construed as an admission by any of the Parties of any liability or wrongdoing.


- 11. This Agreement and the terms hereof shall not serve as precedent for any other case involving the City Colleges or any of its officers or agents; shall apply only to the matters referred to herein; and shall not be sued, referred to, or cited in any arbitrations, administrative proceedings, or court proceedings, except as may be necessary to enforce the provisions hereof.
- 12. Lang acknowledges that he has been informed that he has the right to consult an attorney and/or his union before signing this document and that he understands that he has been given twenty-one (21) days to consider and sign this Agreement, and that he will have seven (7) days from the date he signs this Agreement to revoke it if he so desires. This Agreement shall not become effective or enforceable until this seven (7) day revocation period has expired, provided the parties have also continued to meet all of the conditions in this Agreement.
- 13. Each party agrees to pay for his/its own attorney's fees and costs.
- 14. Lang declares that he has completely read this Agreement, has had the full opportunity to investigate all matters pertaining to his claims and fully understands its terms and contents, including the rights and obligations hereunder, and freely, voluntarily and without coercion enters into this Agreement. Further, Lang agrees and acknowledges that the waiver and release of all rights or claims in this Agreement he may have under any collective bargaining agreement or local, state or federal law is knowing and voluntary.

**READ CAREFULLY. THIS DOCUMENT
CONTAINS A GENERAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

RICHARD LANG


Richard Lang

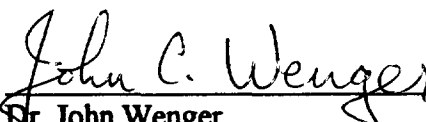
**BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT #508**


Ronald Gidwitz
Chairman of the Board of Trustees

Dated: 3-3-98 jcw

Dated: APR 6 - 1998

**COOK COUNTY COLLEGE TEACHERS
UNION, LOCAL 1600 AFL/CIO**


Dr. John Wenger
Grievance Chair


ASSISTANT BOARD SECRETARY

Dated: 3-3-98

20529

February 24, 1998

RE: Richard Lang

TO WHOM IT MAY CONCERN:

This letter verifies that Richard Lang was employed as a faculty member in the City Colleges of Chicago from September 1968 until January 31, 1999.

Sincerely,

Michelle Pitre-Young
Vice Chancellor
Human Resources

EXHIBIT A

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Richard Lang
John C. Wenger