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**ADOPTED**  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508

FEB 5 . 1998

COUNTY OF COOK  
AND STATE OF ILLINOIS

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

RESOLUTION:

AUTHORIZE SETTLEMENT AGREEMENT & RELEASE WITH  
COOK COUNTY COLLEGE TEACHERS UNION  
LOCAL 1600, AFT, AFL-CIO  
[BERNARD SHELTON]

WHEREAS, representatives of the Board of Trustees of Community College District No. 508 and the Cook County College Teachers Union, Local 1600, AFT, AFL-CIO have reached a recommended settlement involving alleged violations of the Collective Bargaining Agreement; and

WHEREAS, the Office of the General Counsel has advised the Chancellor of the settlement reached 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 attached Settlement Agreement and Release pertaining to a 1997 summer course for which BERNARD SHELTON applied but was not assigned.

February 5, 1998

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Agreement"), is entered into this \_\_\_ day of December, 1997 by and between the Board of Trustees of Community College District #508 ("City Colleges"), Mr. Bernard Shelton ("Shelton"), and the Cook County College Teachers Union, AFT, Local 1600, AFL-CIO ("Union"), collectively the "Parties", as follows:

WHEREAS, Shelton is a faculty member in the Kennedy- King College Department of Social Studies;

WHEREAS, Shelton has brought a grievance (No.:RD092697) against City Colleges alleging a violation of Article VIII.F.4.j. of the Union's collective bargaining agreement in that Shelton applied for two courses to teach over the summer of 1997, but was only assigned one of the courses;

WHEREAS, City Colleges denies that it has violated the Union's collective bargaining agreement in any way; and

WHEREAS, the Parties would like to avoid the uncertainty and expense of litigating the grievance and are desirous of amicably resolving the grievance between them;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Upon execution of this Agreement, City Colleges shall cause to be paid to Shelton an amount of money equal to the pay Shelton would have received for teaching the second course over the summer.
2. Upon execution of this Agreement, Shelton and the Union shall cause to be dismissed their grievance No.: RD092697 with prejudice and shall forever release City Colleges, its officers, agents, employees and assigns from any and all claims, causes of action and lawsuits in any way related to Shelton's grievance.
3. This Agreement sets forth all of the promises, agreements, terms, conditions, and understandings between the parties relative to the subject matter hereof, and there are no promises, agreements or undertakings, either oral or written, express or implied, between or among them except as set forth in this document. The parties acknowledge and agree that the considerations exchanged herein do not constitute, and shall not be interpreted as, an admission of fault, wrongdoing, liability or deficiency of any kind on the part of any of them.

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4. This Agreement and the terms thereof 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 used, referred to or cited in any arbitrations, administrative proceedings, or court proceedings except as may be necessary to enforce the provisions hereof.

Shelton acknowledges that he has had sufficient opportunity to seek and consider the advice of the Union with respect to this Agreement and that he has had sufficient time to consider and comprehend the terms of this Agreement, understand its provisions and enters into it voluntarily, without any duress or undue influence on the part of or on behalf of any party.

By: Bernard Shelton  
Bernard Shelton

1-14-98  
Date

Board of Trustees of Community College District #508,  
City Colleges of Chicago

By: John C. Wenger  
Its Grievance Chairman

1-13-98  
Date

By: Ruth Mcintosh  
Its General Counsel

1/16/98  
Date