

20365

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
[SONIA JEAN POWELL]

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508
JAN 8 1998
COUNTY OF COOK
AND STATE OF ILLINOIS

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 an adjustment in load for classes allegedly taught by SONIA JEAN POWELL at Chicago City-Wide College in the 1980s; 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 General Release pertaining to a 15-hour load adjustment for SONIA JEAN POWELL.

January 8, 1998

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE is entered into this ___ day of December, 1997, by and between the Board of Trustees of Community College District #508 ("City Colleges"), Ms. Sonia Jean Powell ("Powell"), and the Cook County College Teachers Union, AFT, Local 1600, AFL-CIO ("Union"), collectively referred to as "the Parties", as follows:

WHEREAS, Powell is employed as a faculty member at Olive-Harvey College and claims to have taught for City-Wide College in the 1980's;

WHEREAS, The Union has filed a grievance (No. OH 050296), with City Colleges seeking to recover compensation Powell claims is due her for courses she claims she taught at City-Wide College in the 1980's;

WHEREAS, City Colleges has denied that it owes Powell compensation for any courses she may have taught in the 1980's;

WHEREAS, The Parties wish to avoid the uncertainty and expense of grieving Powell's grievance and desire to amicably resolve their differences; and,

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

1. Upon execution of this Agreement, City Colleges shall adjust Powell's load to reflect that she is variable-load heavy fifteen (15) semester hours. Her variable-load heavy is to be resolved as follows: over the next five semesters, in increments of three hours per semester, Powell shall go light.

2. Upon execution of this Agreement, Powell and the Union shall withdraw their grievance and shall forever release and hold harmless City Colleges, their agents, employees and assigns, from any and all claims, causes of action and lawsuits related to and arising from the claims raised by their grievance, including, but not limited to, any claims for compensation related to courses taught by Powell at City-Wide College .

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.

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.

5. Powell acknowledges that she has had sufficient opportunity to consult her attorney and to seek and consider counsel's advice as well as the advice of the Union with respect to this Agreement and that she 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement, as of the dates stated below.

By: *S. J. Powell*
Ms. Sonia Jean Powell

1-8-98
Date

Cook County College Teachers Union, AFT, Local 1600, AFL-CIO

By: *John C. Wenger*
Grievance Chairman
CCCTU

1-8-98
Date

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

By: *Patricia A. Buck*
CHAIRMAN OF THE BOARD

JAN 8 - 1998
Date

Patricia A. Buck
ASSISTANT BOARD SECRETARY
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