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

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

RESOLUTION:

JAN 8 1998

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

**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 JAMESETTA THOMPSON's request for early retirement in lieu of previous Board action; 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 JAMESETTA THOMPSON.

January 8, 1998

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement"), is entered into this 23rd day of December, 1997, by and between the Board of Trustees of Community College District #508 ("City Colleges"), Ms. Jamesetta Thompson ("Thompson"), and the Cook County College Teachers Union, AFT, Local 1600, AFL-CIO ("Union"), collectively referred to as "the Parties", as follows:

WHEREAS, Thompson was employed as a Full Time Training Specialist, LPN in the Dawson Technical Institute Practical Nursing Program of the City Colleges for over twenty years;

WHEREAS, Thompson was terminated from her employment on November 6, 1997, because City Colleges determined that Thompson posed a threat to the safety of patients under her care and it was determined that Thompson lacked the instructional quality needed by the students in the nursing program at Dawson, claims which Thompson denies;

WHEREAS, the Union has filed a grievance with City Colleges challenging Thompson's termination and seeking her reinstatement;

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

WHEREAS, Thompson and the Union have proposed that the Board rescind Thompson's termination and reinstate Thompson to her position in order to allow Thompson the option of taking early retirement after utilizing her 27.5 vacation days, effective December 18, 1997;

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 rescind Thompson's termination and shall reinstate Thompson to her position retroactively to November 6, 1997, in order to allow Thompson to take early retirement after utilizing her 27.5 vacation days. By signing this agreement, Thompson indicates her desire to retire effective December 18, 1997.
2. City Colleges further agrees to reimburse Thompson the sum of \$4,250.20 which Thompson agrees shall be used to purchase one more year of retirement benefits pursuant to the policies and practices of The State Universities Retirement System of Illinois ("SURS"). Thompson understands and agrees that withholding tax, union dues and other standard deductions may be taken from this lump sum payment.
3. Upon execution of this Agreement, Thompson 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 Thompson's termination from employment on November 6, 1997, her subsequent reinstatement, and her early retirement from City Colleges on December 18, 1997 including, but not limited to, any and all claims for compensation and vacation days and any and all claims arising under the **Employee Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991 and all other applicable state and federal laws or regulations.**

4. 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.

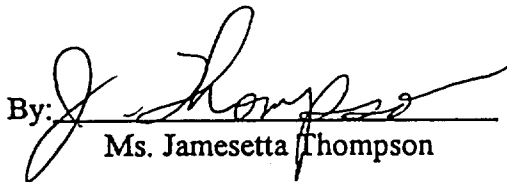
5. This Agreement and the terms thereof shall not serve as precedent for any other case involving the City Colleges, or any of its officers or agents; shall apply only to the matters referred to herein; and shall not be used, referred to or cited in any arbitrations, administrative proceedings, or court proceedings except as may be necessary to enforce the provisions hereof.

6. In the event any part of this Agreement is determined to be legally void by a court of competent jurisdiction, the remaining portions shall be given full force and effect.

20368

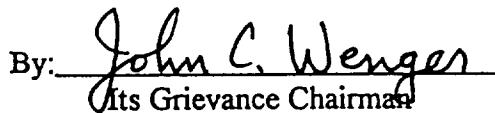
7. Thompson and the Union acknowledge that she has had sufficient opportunity to consult an attorney and to seek and consider counsel's advice with respect to this Agreement, and that they have had sufficient time to consider and comprehend the terms of this Agreement, understand its provisions and enter 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: 
Ms. Jamesetta Thompson

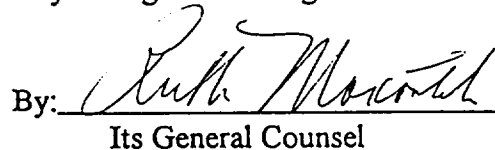
12-23-97
Date

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

By: 
Its Grievance Chairman

12-23-97
Date

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

By: 
Its General Counsel

12/23/97
Date

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I, Jamesetta Thompson, hereby
apply for early retirement under the
provisions of Article VII. I. of the
Union - Board Agreement.

12-23-97

J Thompson