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ADOPTED  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508

NOV 5 - 1998

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

**AUTHORIZE SABBATICAL REPAYMENT AGREEMENT  
AUDREY TROTTER**

**WHEREAS**, Audrey P. Trotter ("Trotter") was employed as an administrator at City Colleges in August, 1997; and

**WHEREAS**, Trotter applied for and was granted a Professional Advancement Leave ("PAL"), effective August 5, 1997 through August 6, 1998, pursuant to Board Rule 3.8.11.b;

**WHEREAS**, under the terms and conditions of the PAL and Board Rule 3.8.11, City Colleges agreed to pay Trotter one half (1/2) her salary for the period of the leave in exchange for Trotter's agreement to return to the services of City Colleges for a period of one year at the conclusion of her leave;

**WHEREAS**, Trotter further agreed that if she failed to return to the services of City Colleges at the end of her leave, she would refund City Colleges all sums of money paid to her during her leave, said sum amounting to \$25,985.08;

**WHEREAS**, Trotter has chosen to resign from City Colleges, rather than return to service after her leave; and,

**WHEREAS**, Trotter has agreed to honor her repayment obligation rather than submit herself to legal proceedings by City Colleges to collect all sums of money paid and due; and

**WHEREAS** the Chancellor recommends acceptance of the terms of repayment of sums due to City Colleges;

**NOW THEREFORE**, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, hereby approves the execution of a settlement agreement incorporating the above settlement negotiated between Trotter and City Colleges concerning the repayment of sabbatical salary.

November 5, 1998

U:\BDREPORT\1998\NOV.98\ATROTTER.BRP

**DRAFT**

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into this \_\_\_ day of November, 1998 by and between the Board of Trustees of Community College District No.508 (Board) and Audrey P. Trotter ("Trotter") as follows:

WHEREAS, Trotter was employed as an administrator at City Colleges in August, 1997;

WHEREAS, Trotter applied for and was granted a Professional Advancement Leave ("PAL"), effective August 5, 1997 through August 6, 1997, pursuant to Board Rule 3.8.11.b;

WHEREAS, under the terms and conditions of the PAL and Board Rule 3.8.11, City Colleges agreed to pay Trotter one half (1/2) her salary for the period of the leave in exchange for Trotter's agreement to return to the services of City Colleges for a period of one year at the conclusion of her leave;

WHEREAS, Trotter further agreed that if she failed to return to the services of City Colleges at the end of her leave, she would refund City Colleges all sums of money paid to her during her leave, said sum amounting to \$25,985.08;

WHEREAS, Trotter has chosen to resign from City Colleges, rather than return to service after her leave; and,

WHEREAS, Trotter has agreed to honor her repayment obligation rather than submit herself to legal proceedings by City Colleges to collect all sums of money paid and due;

NOW THEREFORE, based on the mutual covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, Trotter and the Board agree as follows:

1. Upon execution of this Agreement, the Board agrees not to require Trotter to make a lump-sum payment and to allow Trotter a repayment grace period of five (5) months after her graduation date of May, 1999.
2. Upon execution of this Agreement, Trotter agrees to repay the entire \$25,985.08 in monthly increments of \$361.00 to be paid on the 15th of each month over a six (6) year period commencing at the end of the grace period on October 15, 1999. Trotter's last payment shall be received on October 15, 2005.
3. Trotter hereby releases and holds harmless the Board, its agents, employees and assigns, from any and all claims, grievable events, causes of action and lawsuits in any way related to or arising from her obligations concerning her PAL and the repayment of any sums of money in connection therewith.
4. Trotter and the Board agree that nothing in this Agreement shall be construed as

an admission of liability and the Board specifically denies any wrongdoing.

5. Trotter does hereby authorize irrevocably, any attorney of any court of record to appear for her in such court to enter her appearance, to waive the issuance of process and service thereof, to waive trial by jury and confess judgement in favor of the Board, its successors or assigns, and against Trotter for the sums of money which may be in default by virtue of the terms of this Agreement, together with the costs of such proceedings and reasonable attorney's fees for entering up such judgement, and for such purposes to agree that no writ of error or appeal shall be prosecuted on such judgement, nor any bill in equity filed to interfere in any manner with the operation of such judgement, and to release all errors that may intervene on entering up such judgements, and consent that a writ of execution may issue immediately upon such judgement, and Trotter hereby confirms all that said attorney may lawfully do by virtue hereof.

6. By this Agreement, Trotter also agrees to continue to cooperate with City Colleges in resolving the present and any other matter related to her tenure of employment with City Colleges.

7. Trotter finally agrees that this Agreement shall be enforced in accordance with the laws of the State of Illinois and hereby submits herself to the personal jurisdiction of the courts of the State of Illinois for purposes of any proceedings brought by the Board to enforce this Agreement or to recover and collect all sums of money paid to Trotter under the PAL.

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

**DRAFT**

BY: \_\_\_\_\_  
Audrey P. Trotter

\_\_\_\_\_  
Date

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

**DRAFT**

BY: \_\_\_\_\_  
Its General Counsel

\_\_\_\_\_  
Date