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

APR 14 1999

**COUNTY OF COOK
AND STATE OF ILLINOIS**

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

RESOLUTION

**AGREEMENT BETWEEN
RONALD J. TEMPLE AND THE BOARD OF TRUSTEES**

WHEREAS, Ronald J. Temple and the City Colleges of Chicago have reached an agreement resolving various contractual matters; and

WHEREAS outside counsel recommends approval of this agreement;

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, hereby authorizes the Chairman of the Board of Trustees to execute the agreement resolving contractual matters between Ronald J. Temple and the City Colleges of Chicago.

April 14, 1999

Related Board Reports

17145, 4/14/93

20352, 12/23/97

20530, 4/30/98

**In the Matter of Dr. Ronald Temple
and the Board of Trustees of Community Colleges, District No. 508,
County of Cook, State of Illinois**

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (hereinafter "Settlement Agreement") is made and entered into by and between Dr. Ronald Temple ("Temple"), and Board of Trustees of Community Colleges, District No. 508, County of Cook, State of Illinois, on behalf of itself and all of its divisions, subsidiaries, affiliates, successors, assigns, directors, trustees, officers, attorneys, agents, and employees, past and present (hereinafter collectively referred to as "City Colleges").

WHEREAS, on or about April 14, 1993, Temple and City Colleges entered into an employment agreement whereby City Colleges appointed Temple as Chancellor of City Colleges (hereinafter "Employment Agreement"), which Employment Agreement was renewed from time to time; and,

WHEREAS, on or about December 23, 1997, the Board issued a Resolution informing Dr. Temple that the Employment Agreement was not extended; and,

WHEREAS, on March 5, 1998, the Board of Trustees issued a Resolution in which it determined to terminate and relieve Dr. Temple of his responsibilities as Chancellor of City Colleges, and on April 6, 1998, the Board of Trustees issued a Resolution that the Employment Agreement between Temple and the Board of Trustees was terminated; and,

WHEREAS, there is a dispute between Temple and City Colleges regarding his employment relationship with City Colleges, including but not limited to terms and conditions of his employment with and termination from the position of Chancellor of City Colleges; and,

WHEREAS, Temple claimed that City Colleges allegedly wrongfully terminated his

employment as Chancellor, breached the Employment Agreement, and otherwise violated certain state and federal laws; and,

WHEREAS, City Colleges denies and has denied any violation of law and any liability whatsoever to Temple arising out of his employment relationship with City Colleges and/or the subsequent termination of his employment with City Colleges; and,

WHEREAS, it is the express intention and desire of the parties to this Settlement Agreement to avoid continued litigation among them and to fully and finally compromise between them all claims, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated which were or could have been asserted prior to the date of this Settlement Agreement; and,

WHEREAS, Temple has made certain allegations which may give rise to claims under Title VII of the Civil Rights Act of 1964 ("Title VII"), as amended, 42 U.S.C. § 2000e, et seq., (1991), 42 U.S. C. §§ 1981, 1983 (Section 1981 and Section 1983, respectively), the Age Discrimination in Employment Act ("ADEA"), related federal laws, the federal and/or state constitution, and Illinois state law, including, but not limited to, the Illinois Human Rights Act ("IHRA"), 775 ILCS 5/1-101 et seq., (1995), and is willing to waive any and all claims which he may have against City Colleges, including but limited to any claims under Title VII, Section 1981, Section 1983, the ADEA, ERISA, federal and/or state constitution, and Illinois state law, including the IHRA, and/or other state common law;

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Settlement Payment. In full settlement and satisfaction of any and all past, present,

and future claims by Temple against City Colleges, City Colleges agrees to pay Temple:

a) the base salary due and owing pursuant to the terms of the Employment Agreement for the balance of the term of the Employment Agreement, up to and including June 30, 2000, payable in bi-weekly amounts of \$6,740.86 (Six thousand, seven hundred, forty dollars and 86 cents), gross, less any legal deductions required under state or federal law, per pay period; and,

b) the gross amount of \$109,958.47 (One Hundred and Nine Thousand, Nine Hundred Fifty Eight Dollars and 47 cents), less any legal deductions required under state or federal law, and City Colleges further agrees to pay \$30,041.53 (Thirty Thousand Forty One Dollars and 53 cents) as follows: \$8,679.20 to James D. Montgomery & Associates, Ltd., \$6,191.05 to Scalabrino & Arnoff, and \$15,171.28 to Watt & Sawyer, as attorneys' fees, as full and final settlement of any and all remaining claims due and owing pursuant to the terms of the Employment Agreement, including but not limited to, compensation for any additional benefits and perquisites to which Temple may have been entitled, and for settlement of any and all remaining federal or state claims which Temple may have arising out of his employment with and termination from the position as Chancellor of City Colleges, including, but not limited to, any and all claims for attorneys' fees. City Colleges will issue the payments specified herein within 30 (thirty) days of the receipt by City Colleges' counsel of the executed Settlement Agreement and General Release. It is expressly acknowledged by Temple and his attorneys that he/they will supply City Colleges with any and all forms and information necessary for City Colleges to issue to Temple and his attorneys any appropriate W-2 form or Internal Revenue Service Form 1099 and the Illinois Department of Revenue equivalents for such forms.

2. Release. In exchange for and in consideration of the settlement provided for herein,

Temple, on behalf of himself, and his attorneys, agents, administrators, survivors, executors, heirs and representatives, agrees to and hereby does irrevocably release, acquit and forever discharge City Colleges, and its past or present trustees, employees, agents, and assigns, from any and all claims or other obligations that Temple ever had or may have whether in law, equity or otherwise, under any theory, action or cause of action under law, statute, regulation, ordinance, or executive order including, but not limited to, any claim under Title VII, Section 1981, Section 1983, the ADEA, federal laws, federal and/or state constitution, and Illinois state law, including, but not limited to, the IHRA, or any other state statute or common law, pertaining to any actual or alleged matter or matters arising out of actual or alleged events, conduct, acts and/or omissions occurring on or before the date of this Settlement Agreement, arising out of or in connection with his employment relationship with City Colleges, the termination of his employment from City Colleges, and any alleged conduct following his termination from employment by City Colleges. Further, Temple agrees that the foregoing Release is made by him voluntarily, knowingly and without coercion.

3. Age release. With specific reference to any claims of age discrimination that Temple has or may have stated in any forum as allegedly violating the Illinois Human Rights Act ("IHRA") and/or the Age Discrimination In Employment Act ("ADEA"), and in conformity with Older Workers Benefit Protection ACT ("OWBPA"), effective October 16, 1990, Temple warrants that he has consulted with his attorney prior to executing this agreement, and that this agreement represents Temple's knowing and voluntary waiver and release of any claims that might arise under the IHRA, ADEA or OWBPA through and including the date that this agreement is executed. This waiver and release does not apply to any claims or rights under the ADEA that may arise after the Execution Date of this Settlement Agreement. Temple further acknowledges that the consideration he is

receiving by virtue of this Settlement Agreement as specified in paragraph 1, above, is a discretionary payment which neither City Colleges nor its agents are under any legal obligation to make. Temple acknowledges that this agreement has been under negotiation for at least three months, and that he has had at least 21 days within which to consider this Settlement Agreement.

4. Cooperation. Temple agrees that he will cooperate with City Colleges in any matter arising out of circumstances which occurred during his tenure and for which he exercised responsibility as Chancellor of City Colleges, by providing his counsel, advice, and where necessary, his testimony, in connection with litigation.

5. Non-Disparagement. Temple agrees that he will not make any statements disparaging City Colleges, nor its Board of Trustees, nor any member of its Board of Trustees.

6. Non-Admission. The parties agree and acknowledge that the considerations exchanged in this Settlement Agreement do not and shall not constitute or operate as an acknowledgment or admission of liability or wrongdoing of any kind whatsoever by City Colleges, or any of its respective past or present attorneys, officers, agents, or employees. Further, the parties agree that the settlement of these claims shall have no precedential value of any type whatsoever, shall apply only to the matters referred to herein, and neither this Settlement Agreement, nor any of the terms hereof, shall be offered or received as evidence in any court or administrative action or proceeding as an indication of wrongdoing by City Colleges.

7. Acknowledgment. Temple acknowledges that he has read and understands each and every provision contained in this Settlement Agreement and General Release and is satisfied with its terms and substance. Temple also acknowledges that he is aware of his right to consult with an attorney before signing this agreement if he chooses to do so, and that he has done so. Temple

further states that he has signed this Settlement Agreement knowingly and voluntarily. Further, Temple understands and agrees that this Settlement Agreement is a final and total settlement of all claims he has now or may have in the future arising either directly or indirectly out of his employment relationship with City Colleges, and any other incidents which were or could have been the basis of litigation, including claims for attorneys' fees, expenses and costs which Temple may have incurred in connection with this matter, and that such finality is applicable to City Colleges, and to its respective trustees, representatives, attorneys, officers, agents, and employees. Temple further states that he has voluntarily entered into this Settlement Agreement and General Release and that none of City Colleges trustees, representatives, attorneys, officers, agents, or employees have made any representations concerning the terms or effects of this Settlement Agreement, other than those terms contained herein.

8. Representation. Temple and his attorneys, Watt & Sawyer, represent and warrant that James D. Montgomery & Associates, Ltd., Scalambrino & Arnoff, and Watt & Sawyer, are the only attorneys who have any claims for fees and costs with regard to this matter and the events giving rise to this matter.

9. Costs. Each party will bear its/his own costs and attorneys' fees, except as specifically provided in paragraph 1 b, above.

10. Severability. Should any portion of this Settlement Agreement be held invalid by operation of law, the remaining portion shall be given full force and effect and shall not be affected thereby.

11. Applicable Law. The performance and interpretation of this Settlement Agreement shall be controlled by the laws of the State of Illinois.

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12. Effective Date. The effective date of this Settlement Agreement and General Release shall be seven days from the date Temple executes this agreement.

13. Entire Agreement. This Settlement Agreement contains the entire agreement of the parties.

IN WITNESS WHEREOF, each of the parties hereto, individually and/or by his/its duly authorized representatives, has signed this Settlement Agreement on the date(s) listed below.

DR. RONALD TEMPLE

By: Ronald J. Temple

Date: Feb. 20, 1999

And By:

Gordon W. Watt
One of his Attorneys

Watt & Sawyer
53 West Jackson Blvd., Suite 1120
Chicago, Illinois 60604

CITY COLLEGES OF CHICAGO

By:

Ronald Gidwitz
Ronald Gidwitz
Chairman of the Board of Trustees

APR 14 1999

By:

Terry E. Newman
Terry E. Newman
Secretary of the Board

APPROVED AS TO LEGAL FORM

Regina P. [Signature]
GENERAL COUNSEL