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BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

RESOLUTION

APPLICATION FOR NEW PROGRAM
Kennedy King College
Washburne Culinary Institute

WHEREAS, new educational programs require approval of the Board of Trustees of the City Colleges of Chicago, the Illinois Community College Board, and the Illinois Board of Higher Education; and

WHEREAS, an application for approval of a new program at Kennedy King College has been received and has been appropriately reviewed for submission:

Associate in Applied Science (A.A.S.) Degree
Culinary Arts

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Community College District #508, County of Cook and State of Illinois, hereby approves the submission of this program for approval by the Illinois Community College Board and the Illinois Board of Higher Education.

June 7, 2001

COLLEGE REVIEW: _____ REQ. NO. _____
PRESIDENT

CENTRAL OFFICE REVIEWS & DATES SIGNED:

Purchasing Date _____	Contract Compli. _____	Legal _____	Board Office _____
Academic Aff. Date 5/24/01	Finance _____	Admin.Svcs. _____	Other _____



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ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

JUN 7 2001
COUNTY OF COOK
AND STATE OF ILLINOIS

RESOLUTION

AUTHORIZE SETTLEMENT OF LITIGATION
of
GRACE ADAMS
v.
BOARD OF TRUSTEES

WHEREAS, Grace Adams and the Illinois Department of Human Rights have commenced an action entitled Grace Adams v. Board of Trustees of Community Colleges, District No. 508. Case No. 00C5457, which is now pending and undetermined before the United States District Court for the Northern District of Illinois; and

WHEREAS, the General Counsel has recommended to the Chancellor that settlement of the lawsuit in accordance with the terms of the attached privileged and confidential recommendation is in the best interests of the District; and

WHEREAS, the Chancellor adopts the General Counsel's recommendation and recommends that the Board grant the settlement authority requested;

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 General Counsel to negotiate and enter a settlement agreement with Grace Adams in full and complete settlement of the lawsuit, inclusive of all claims and costs, including attorney fees, consistent with the General Counsel's privileged and confidential recommendations. The Board Chairman or designee is hereby authorized to execute the settlement agreement and do all things necessary to implement its terms.

June 7, 2001

SETTLEMENT AND RELEASE AGREEMENT

This Agreement is made this ___ day of June 2001, by and between THE BOARD OF TRUSTEES OF ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 508 a/k/a City Colleges of Chicago, a body politic and corporate, ("THE BOARD") and GRACE ADAMS ("ADAMS") an individual.

RECITALS

WHEREAS ADAMS is currently employed by THE BOARD as a full-time College Secretary at THE BOARD's Olive-Harvey College;

WHEREAS ADAMS applied for a position as full-time Counselor in 1999 but was not selected to fill that position:

WHEREAS ADAMS filed a charge of discrimination against THE BOARD with the United States Equal Employment Opportunity Commission ("EEOC"), which charge was docketed as Charge No. 210 A 00386 ("the Charge"), and in which she alleged that the BOARD engaged in unlawful employment practices with respect to its failure to select her for the position of full-time Counselor in 1999:

WHEREAS the EEOC dismissed the Charge and issued a right to sue notice to ADAMS;

WHEREAS ADAMS commenced an action against THE BOARD in the United States District Court for the Northern District of Illinois, Eastern Division entitled "GRACE ADAMS v. BOARD OF TRUSTEES OF ILLINOIS COMMUNITY COLLEGE DISTRICT 508 etc." and docketed as Case No. 00 C 5457 ("the lawsuit");

WHEREAS THE BOARD has appeared and filed an appearance, answer and affirmative defense to the lawsuit in which it denies the allegations that it engaged in unlawful employment practices in failing to select ADAMS for the full-time Counselor position in 1999;

WHEREAS ADAMS has retained counsel of her own choosing and has had the full benefit of his advice in the negotiation and drafting of this Confidential Settlement and Release Agreement;

WHEREAS ADAMS and the BOARD believe it is in their respective best interest to resolve fully and finally all issues existing between them and arising out of her employment by the BOARD;

NOW THEREFORE in consideration of promises and covenants hereinafter set forth, ADAMS and the BOARD agree as follows:

1. **Dismissal of the federal action.** Upon execution of this agreement by both parties, ADAMS shall immediately move to dismiss the federal lawsuit with prejudice.

2. **Covenant not to sue.** ADAMS represents that she has not and agrees that she will not commence against the BOARD, its trustees, officers, directors, employees, agents, representatives, attorneys or affiliated or related entities any action, whether in law or equity, alleging a cause of action or claim, known or unknown, arising out of or in connection with her employment by the BOARD. In the event any action is commenced by ADAMS in violation of this covenant, ADAMS shall become liable to the BOARD in an amount equal to the consideration paid to her under this agreement plus reasonable costs and attorneys fees.

3. **Release.** ADAMS hereby forever releases, discharges and acquits the BOARD, its trustees, officers, directors, employees, agents, representatives attorneys and affiliated and related entities from any and all liability arising out of any claims or causes of action, known or unknown, arising through and including the date of this Confidential Settlement and Release Agreement and out of or in connection with ADAMS' employment by the BOARD, including any and all claims for costs and attorneys fees. The parties agree that this Release is to be

deemed a full and complete release of all claims by ADAMS through and including the date of this Confidential Settlement and Release Agreement. Without limiting the general release, ADAMS acknowledges that the Release includes any and all claims arising out or in connection with her employment whether they are based upon federal, state or local statutes, laws, ordinances or common law including specifically, without limitation, any claims arising under the Fair Labor Standards Act (29 U.S.C. §201 et seq.), the Family and Medical Leave Act (29 U.S.C. §2601 et seq.), the Equal Pay Act (P.L. 88-38), the Pregnancy Discrimination Act (42 U.S.C. §2000e(k)), the Americans with Disabilities Act (42 U.S.C. §12112 et seq.), the United States Civil Rights Acts of 1866 (42 U.S.C. §1981-1988) and 1964 (42 U.S.C. §2000e et seq.), the Age Discrimination in Employment Act (42 U.S.C. §621 et seq.), the Older Workers Benefit Protection Act (PL 101-433), the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), the City of Chicago Human Rights Ordinance, the County of Cook Human Rights Ordinance or any other employment related statute or ordinance.

4. **Neutral Reference.** In the event the BOARD, its trustees, officers, directors, employees, agents, representatives attorneys and affiliated and related entities, receive any third party requests for information regarding ADAMS' employment by the BOARD, the BOARD agrees that the only information that will be provided will be: verification of ADAMS dates of employment and last salary.

5. **ADAMS' leave of absence, vacation and termination of employment.** ADAMS will commence a leave of absence from her employment by the BOARD under the Family and Medical Leave Act effective June 18, 2001 and ending September 10, 2001. ADAMS will thereafter commence a leave of absence, which shall commence September 11, 2001 and end December 23, 2001. Thereafter, ADAMS shall commence a paid vacation, which shall

commence December 24, 2001 and end December 31, 2001, consistent with the terms and conditions of the collective bargaining agreement between the Board and Federation of College Clerical and Technical Employees, Local 1708. Simultaneously with the execution of this Confidential Release and Settlement Agreement, ADAMS shall submit her resignation from BOARD employment, which shall be effective December 31, 2001. ADAMS' resignation from BOARD employment shall be irrevocable notwithstanding any contrary provisions of the BOARD'S Rules for Management and Government of City Colleges. ADAMS' specifically waives any and all rights granted by said Rules to revoke the resignation. ADAMS' resignation shall be substantially in the form of Exhibit A, which is attached hereto and incorporated herein.

6. **Payment to ADAMS.** Within thirty (30) days of execution of this Confidential Settlement and Release Agreement by all parties, the BOARD shall pay to ADAMS the gross sum of \$20,000.00 as wages with appropriate applicable payroll deductions including deductions for contributions to the State University Retirement System.

7. **Payment to ADAMS' Attorney.** Within thirty (30) days of the execution of this Confidential Settlement and Release Agreement by all parties, the BOARD shall pay to ADAMS' attorney, Timothy Coffey, the gross sum of Ten Thousand (\$10,000.00) Dollars as and for ADAMS' attorneys' fees.

8. **ADAMS acknowledgement that her eligibility for SURS retirement benefits is not part of the consideration for settlement agreement.** ADAMS acknowledges consents and agrees that the BOARD, its trustees, officers, directors, employees, agents, representatives attorneys and affiliated and related entities, have made no representation to her with respect to her current or future eligibility for retirement or pension benefits under the State University Retirement System (SURS). ADAMS further acknowledges, consents and agrees that her

current or future eligibility for retirement or pension benefits from SURS is a determination made or to be made exclusively by SURS. No current or future determination of ADAMS' retirement eligibility by SURS or any other person or agency forms any part of the consideration given by the BOARD or ADAMS for this Confidential Settlement and Release Agreement. ADAMS acknowledges that this Confidential Settlement and Release Agreement is not contingent on her current or future eligibility for retirement or pension benefits from SURS.

9. **ADAMS reservation of rights with respect to pension/retirement claims against SURS.** The Release set forth in paragraph 3 above notwithstanding, ADAMS reserves all claims against the State University Retirement System with respect to any claims by her for retirement benefits. The BOARD represents that SURS is not an affiliated or related entity within the meaning of paragraph 3 but is a separate public agency created by the State of Illinois.

10. **ADAMS' use of accrued sick leave.** ADAMS acknowledges consents and agrees that she currently has an accrued sick leave bank. ADAMS shall use her accrued sick leave during the period of September 11 to December 23, 2001 until the leave is either exhausted or December 23, 2001 whichever occurs first. If ADAMS exhausts her accrued sick leave before December 23, 2001, she shall be placed on an unpaid leave through December 23, 2001. If there is any unused sick leave remaining in ADAMS' bank after December 31, 2001, said bank shall be distributed in accordance with the BOARD'S rules and policies. ADAMS' acknowledges, consents and agrees that she has reviewed SURS policies and consulted with SURS representatives with respect to service credit and accrued sick leave on termination of employment.

11. **Non-admission.** The parties agree that this Confidential Settlement and Release Agreement is entered for the purpose of amicably resolving vigorously disputed claims and

defenses with respect to the terms and conditions of ADAMS' employment. The parties further agree and that the making of this Confidential Settlement and Release Agreement or the payment of money to ADAMS shall not be construed as an admission by the BOARD of any fact or legal conclusion alleged by ADAMS.

12. **Confidentiality.** The terms and conditions of this Confidential Settlement and Release Agreement are confidential. The terms and conditions of this Settlement Agreement shall not be disclosed to any third parties except:

- (a) as required by law;
- (b) to ADAMS' immediate family;
- (c) to ADAMS' attorneys, accountants or tax-preparers; or,
- (d) to enforce the terms of the Confidential Settlement and Release Agreement.

13. **Governing Law.** This Confidential Settlement and Release Agreement shall be construed in accordance with the laws of the State of Illinois.

14. **Complete Agreement.** THE BOARD and ADAMS agree that this Confidential Settlement and Release Agreement represents their entire agreement and that there are no other written or verbal agreements between them with respect to the same subject matter.

WHEREFORE, in consideration of all of the foregoing, the parties have set their hands and seals this ____ day of June 2001.

BOARD OF TRUSTEES, ILLINOIS
COMMUNITY COLLEGE DISTRICT
NO. 508,

BY: _____

James Tyree
Board Chairman

Grace Adams

June ____, 2001

**EXHIBIT A
Confidential Settlement and Release Agreement between
- GRACE ADAMS
and
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508**

June 15, 2001

Board of Trustees, Illinois Community Colleges District No. 508
226 West Jackson Boulevard, 14th Floor
Chicago, IL 60606

RE: NOTICE OF RESIGNATION

I, Grace Adams, hereby tender my resignation from employment by the Board of Trustees of Illinois Community College District No. 508, its trustees, officers, directors, employees, agents, representatives attorneys and affiliated and related entities. My resignation shall be effective December 31, 2001. I am voluntarily waiving any right to revoke this resignation as provided in the Board of Trustees, Rules for Management and Government of the City Colleges of Chicago.

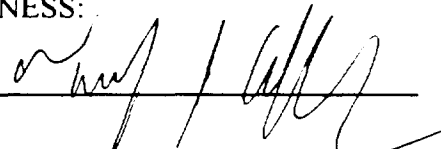
Sincerely,

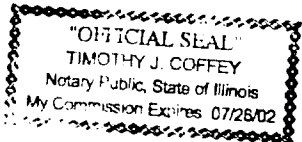

Grace M. Adams

SSN: _____

Address: _____

WITNESS:





cc: Lawrence Cox
Maritza Marerro