

STATE OF ILLINOIS
DEPARTMENT OF HUMAN RIGHTS

IN THE MATTER OF:

E.N.,

COMPLAINANT,

AND

CITY OF CHICAGO,

RESPONDENT.

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) Charge No. 1988 CN 0360
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SETTLEMENT AGREEMENT AND RELEASE

Now comes the CITY OF CHICAGO ("Respondent"), by and through its attorney, JUDSON H. MINER, Corporation Counsel of the City of Chicago, and E.N. ("Complainant"), and do herein stipulate and agree as follows:

1. In January, 1987, Complainant held the position of Records Administrator with Respondent.
2. On February 1, 1987, Complainant was discharged from the Records Administrator position.
3. It is Complainant's contention that his discharge was unlawful, and he has filed this Charge No. 1988 CN 0360 with the Illinois Department of Human Rights against the Respondent.
4. It is the position of the Respondent, on behalf of itself, and its officers, agents, representatives and employees, that all of its actions with respect to Complainant were proper.
5. The parties are desirous of and have agreed to settle those matters set forth above.
6. The settlement of this claim is not and shall not be construed as an admission of liability on the part of the City of

Chicago, or any of its officers, agents, representatives or employees. This agreement constitutes the good faith settlement of a disputed claim, and the City of Chicago specifically disclaims any liability to, or unlawful conduct against, the Complainant or any other person, on the part of itself, its officers, agents, representatives and employees. The parties have entered into this settlement agreement for the sole purpose of resolving the claim(s) referred to herein and to avoid the burden, expense, delay and uncertainties of litigation. The parties agree that the settlement of this claim 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 the City or of the legal position of the City, except in an action or proceeding to enforce the provisions of this settlement agreement.

7. In exchange for the promises made by Respondent herein, Complainant hereby releases the City of Chicago, and its officers, agents, employees and representatives, from any and all manner of actions in law or equity, which he has against the City of Chicago, its officers, agents, employees or representatives, arising out of or relating to the allegations in Charge No. 1988 CN 0360 before the Illinois Department of Human Rights.

8. Complainant represents and certifies that he has carefully read and fully understands all of the provisions and

effects of this settlement agreement, and has discussed all aspects of this settlement agreement with his attorney.

Complainant further states that he is voluntarily entering into this settlement agreement, and that neither the City, nor its agents, employees, officers or representatives made any representations concerning the terms or effects of this settlement, other than those contained herein.

9. Complainant agrees to and is satisfied with the settlement entered herein. Further, Complainant understands and agrees that such settlement is a final and total settlement of all claims he has which arise out of or are related to the allegations in Charge No. 1988 CN 0360 against the City of Chicago, and its agents, employees or representatives. Further, Complainant understands that such finality is applicable to the City of Chicago, its officers, agents, employees and representatives.

10. The City of Chicago will appoint Complainant to the position of Administrative Assistant III as a Career Service employee in the Mayor's Office of Employment and Training at an initial salary of \$40,874.40. Complainant's duties will principally involve research and completion of projects concerning the Management Information System and automation of data, including (by way of example and not limitation) developing a strategic plan for delivery of services. Such appointment shall be effective on May 2, 1988, provided that a fully-executed copy of this Settlement Agreement and Release is first delivered to the Illinois Department of Human Rights or upon the first day of the

first pay period following such delivery, if delivery is made on or after May 2, 1988. Complainant will receive continuous service credit (as defined in Section B(7) of the Regulations Governing Administration of Classification Plan and Employee Benefits of Classified Positions set forth in the Annual Appropriation Ordinance (commonly known as the Salary Resolution), as amended, a copy of which is attached hereto) for the period of his prior service as Records Administrator, and Complainant shall receive full medical, dental and eye care coverage on the same basis as if he had never been discharged from employment by Respondent. Complainant hereby expressly waives any other accumulation of rights and benefits of employment which would or could have accrued to him between the date of separation and date of his subsequent appointment under this Agreement, including, but not limited to, back pay, sick pay and vacation. The parties hereto agree that annuity benefits are governed by Ill. Rev. Stat. ch. 108-1/2, Article 8, and that this Settlement Agreement does not affect Complainant's rights thereunder.

11. Nothing in this Settlement Agreement and Release shall be construed to affect any rights of Complainant which may arise in the future, including but not limited to any claims relating to handicap discrimination or retaliation.

12. After appointment hereunder, Complainant shall receive salary increases commensurate with his prior position as Records Administrator.

13. Complainant warrants, and Benjamin Wolf states to the

best of his knowledge, that Benjamin Wolf is the only attorney who has any right to payment of attorneys' fees in connection with this matter.

14. It is agreed that Defendants shall pay costs and attorneys' fees to the Roger Baldwin Foundation of ACLU, Inc. in the amount of \$3,250.00.

15. Respondent shall pay the Complainant the sum of \$56,642.00, as damages for out-of-pocket expenditures and emotional injuries, not more than 30 days following the approval provided in paragraph 18 hereof.

16. Complainant will be permitted to take paid administrative leave on June 30 and July 1, 1988.

17. This Settlement Agreement and Release contains the entire agreement between the parties.

18. This Settlement Agreement and Release shall be null and void and of no further force or effect if this Agreement is not approved by the Department of Human Rights and Illinois Human Rights Commission, in accordance with Ill. Rev. Stat., ch. 68, paragraph 7-103. The City shall not be obligated to make payment provided under paragraphs 14 and 15 hereof until 30 days after it has received an Order from the Commission evidencing such approval.

19. The City of Chicago and its officers, representatives, agents and employees agree to make every reasonable effort to keep confidential the identity of Complainant and not to disclose this Agreement without deleting Complainant's name and other individual

identifying information, except as necessary to carry out the provisions of this Agreement. The copies of this Settlement Agreement submitted to the Department of Human Rights and the Human Rights Commission shall contain only Complainant's initials and not his full name.

IN WITNESS WHEREOF, the parties hereto have executed this document this 29th day of April, 1988.

EIN

Benjamin Wolf
Attorney for EIN

Mayor's Office of
Employment and Training

By: [Signature]

CITY OF CHICAGO

Judson H. Miner
Corporation Counsel of the
City of Chicago

By: [Signature]
Darka Papushkewych
Chief Assistant Corporation
Counsel
Labor and Personnel Division

E.N. v. City of Chicago
Charge No. 1988CN-0360

I, Rafael J. Molinary, Supervising Attorney, for The Department of Human Rights, have read these Terms of Settlement and Agreement for the above captioned charge and recommend approval of said Terms.

BY: Rafael J. Molinary Dated: 6/13/88
Rafael J. Molinary,
Supervising Attorney