



**Special Meeting of the
Board of Trustees**

Agenda

Monday, April 30, 2018

NOTICE IS HEREBY GIVEN that the Chairman of the Board of Trustees of Triton Community College District No. 504, Cook County, Illinois, has called a special meeting of the Board of Trustees to begin at 6:00 p.m. on Monday, April 30, 2018, in the Boardroom, located in Room 300, Building A, 2000 Fifth Avenue, River Grove, Illinois. The purposes of the meeting are set forth in the following agenda for the meeting.

I. CALL TO ORDER

Monday, April 30, 2018 at 6:00 p.m.
Boardroom – A-300

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. CITIZEN PARTICIPATION

V. CLOSED SESSION to consider a Human Resources matter under Sections 7.c.1. and c.11. of the Illinois Open Meetings Act

VI. RETURN TO OPEN SESSION

VII. NEW BUSINESS

A. Action Exhibit

**16086 Resignation and Retirement Agreement with the
Vice President of Student Affairs**

Approve a Resignation and Retirement Agreement with the Vice President of Student Affairs. The Agreement will include provisions for the payment of salary, unused sick leave and unused vacation benefits under the Vice President's 2017-2018 Employment Contract and the Board's Administrative Policy Manual. The Agreement will also include provisions for retirement severance payments and health and life insurance benefits.

VIII. ADJOURNMENT

Mark Stephens, Chairman
Board of Trustees
Triton Community College District No. 504
Dated: April 26, 2018

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of April 30, 2018

ACTION EXHIBIT NO. 16086

**SUBJECT: RESIGNATION AND RETIREMENT AGREEMENT WITH
THE VICE PRESIDENT OF STUDENT AFFAIRS**

RECOMMENDATION: That the Board of Trustees approve a Resignation and Retirement Agreement with the Vice President of Student Affairs. The Agreement will include provisions for the payment of salary, unused sick leave and unused vacation benefits under the Vice President's 2017-2018 Employment Contract and the Board's Administrative Policy Manual. The Agreement includes provisions for retirement severance payments and health and life insurance benefits. Once approved by the Board of Trustees, his resignation and retirement are effective at the close of business today, April 30, 2018.

RATIONALE: After a long and dedicated career at Triton College, Dr. Douglas Olson has decided to step down from his position as the Vice President of Student Affairs and retire from the institution. Dr. Olson has been an instrumental part of our campus community for several decades. The Agreement has been posted on Triton's website since it was finalized late this afternoon. Dr. Olson signed the Agreement this afternoon, and it has been posted on the Triton website.

Submitted to Board by:



(Vice President) Sean O'Brien Sullivan

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Diane Viverito
Secretary

Date

Related forms requiring signature: Yes No

The attached agreement was received by the College on Monday, April 30, 2018 at 3:26 p.m.

Dr. Olson has signed the agreement which will be considered and acted upon by the Trustees at their special meeting this evening.

RESIGNATION AND RETIREMENT AGREEMENT
(Triton College / Dr. Douglas Olson)

THIS AGREEMENT is made by, and entered into between, the Board of Trustees (the “Board”) of Community College District No. 504, Cook County, Illinois (“Triton”) and Dr. Douglas Olson, employed by the Board as Triton’s Vice President of Student Affairs.

The Board and Dr. Olson agree as follows:

1. Dr. Olson hereby resigns and retires effective at the close of the day on April 30, 2018, as Triton’s Vice President of Student Affairs and as an employee of the Board. The Board hereby accepts Dr. Olson’s resignation and retirement, which is irrevocable, except as provided in paragraph 7 below. The 2017-2018 Employment Contract between the Board and Dr. Olson (the “Employment Contract”) shall terminate as of the effective date of Dr. Olson’s resignation and retirement.

2. Dr. Olson shall be provided the following payments and benefits in accordance with the Employment Contract and the Board’s Administrative Policy Manual, revised as of April, 2016:

a. Dr. Olson shall be paid the salary at the rate specified in paragraph 2.A. of the Employment Contract due from the last payroll date of April 27, 2018, through June 30, 2018, less deductions required by law. The salary payment, in the amount of Thirty Five Thousand Seven Hundred Three and 18/100 (\$35,703.18), less deductions (the “Salary Payment”), shall be dated April 30, 2018, paid by direct deposit in a lump sum on May 11, 2018, Triton’s next regular pay date, and reported by Triton to SURS. The Board and Dr. Olson have been advised by SURS that the Salary Payment will be treated by SURS as a severance payment from which the 8% employee contribution will

not be required. If, however, SURS treats the Salary Payment as creditable earnings on which the 8% contribution is required, Triton will pay such contribution to SURS.

b. For the months of May and June, 2018, Triton will reimburse Dr. Olson's actual automobile expenses at the rate specified in paragraph 4 of the Employment Contract and the actual cell phone expenses at the rate specified in paragraph 5 of the Employment Contract. Reimbursement shall be made within fifteen days of Triton's receipt of adequate documentation of expenses from Dr. Olson. These reimbursements are in settlement of Dr. Olson's Contract and do not constitute continued employment beyond April 30, 2018.

c. Dr. Olson shall be paid for unused sick leave not allocated for service credit with the State Universities Retirement System ("SURS") in the amount of Eighteen Thousand Three Hundred Fifty Two and 13/100 (\$18,352.13) Dollars, less deductions required by law, and for unused vacation in the amount of Fifty Nine Thousand Five Hundred Five and No/100 (\$59,505.00) Dollars, less deductions required by law. These payments shall be made to Dr. Olson by direct deposit, no later than May 11, 2018. The payment for unused sick leave recognizes Dr. Olson's status as on Presidential Appointment beginning from February 7, 2018, through April 30, 2018.

d. Triton shall report 180 days of unused and uncompensated sick leave days to SURS in accordance with the Illinois Pension Code and SURS' requirements. Triton shall also report 56 days of unused vacation days to SURS in accordance with the Illinois Pension Code and SURS' requirements.

The Board will promptly and in good faith meet the reporting requirements to SURS set forth in a. through d. above, and its other reporting requirements to SURS, so as to facilitate

Dr. Olson's receipt of pension benefits from SURS; provided, however, the Board bears no responsibility for Dr. Olson's receipt of any particular amount or type of pension benefits as such are solely determined by SURS at Dr. Olson's sole risk. Except for delay attributable to SURS or Dr. Olson, Triton shall meet its reporting obligations to SURS by no later than May 15, 2018.

3. Dr. Olson shall be provided the following severance benefits, in consideration of the waivers, releases and promises contained in paragraph 7 below:

a. Payment of Eighty Five Thousand and No/100 (\$85,000.00) Dollars, less deductions required by law. This payment shall be made by direct deposit to Dr. Olson no later than May 11, 2018. A paystub shall be provided to Dr. Olson no later than May 15, 2018.

b. Payment of Dr. Olson's attorney's fees to Deane Brown of the law firm of Hughes Socol Piers Resnick Dym, Ltd., in the amount of Fifteen Thousand and No/100 (\$15,000.00) Dollars. This payment shall be made by check payable to Hughes Socol Piers Resnick Dym, Ltd., and shall be sent via overnight delivery service to the attention of Deane Brown, Hughes Socol Piers Resnick Dym, Ltd., 70 W. Madison Street, Suite 4000, Chicago, IL 60602, no later than May 15, 2018.

c. Continued participation in Triton's health insurance program as generally provided to other Triton vice presidents from time-to-time with the Board paying the full premium cost for single coverage in the PPO plan through April 30, 2021. Immediately thereafter, Dr. Olson's COBRA rights shall begin to run and any contributions shall be at his expense for the entire premium cost; provided, however, if Dr. Olson elects to

discontinue participation in the Board's health insurance program before April 30, 2021, his COBRA rights shall begin at such earlier time.

d. If Dr. Olson elects the portable benefit of the Board's life insurance coverage provided for under Section XII.K.1 of the Board's Administrative Policy Manual, the Board shall pay the premiums for such insurance up to a maximum amount of Six Hundred and No/100 (\$600.00) Dollars per year for continuation of such insurance through April 30, 2020. Thereafter, premiums shall be paid by Dr. Olson should he elect to continue such coverage. All of the foregoing is subject to Dr. Olson meeting the requirements of the insurer for continuation.

4. At the time of approval of this agreement by the Board, Triton shall make the statement attached as Exhibit 1, which shall also be used as a media release regarding Dr. Olson's service to, and retirement from, Triton.

5. Within three (3) days of the effective date of this Agreement, the Board will provide Dr. Olson with an original version of the reference letter attached as Exhibit 2, on Triton letterhead and signed by Triton's President. Dr. Olson will refer any prospective employers who are seeking basic factual employment information to Triton's Human Resources Department which shall provide no more than such information unless otherwise agreed between Dr. Olson and the Associate Vice-President of Human Resources. Dr. Olson may request Board members and individual employees of Triton to provide personal letters of recommendation and/or oral references; provided, however, any such recommendations and/or references shall be made only on a personal basis and not on Triton's letterhead or through Triton's e-mail system, nor shall they bind the Board, constitute an admission by the Board, or be deemed authorized by the Board.

6. Dr. Olson, the Board, including its individual members, Triton's President and Triton's executive administration recognize that, unless otherwise required by law or in defense of a legal matter, engagement in conduct, not otherwise privileged, which disparages the others is not in their respective best interests and that each may be subject to liability for defamation or other claims of a similar nature for disparaging communications which are made after the effective date of this Agreement.

7. Except for a breach of this Agreement and except as stated herein, Dr. Olson waives, releases, and promises not to file or assert in any forum, any grievance or claim for damage, loss, or injury of any kind against the Board arising out of his employment and/or resignation and retirement from employment with the Board which may exist as of the effective date of this Agreement and further promises not to seek re-employment with Triton in the future unless invited to do so by the Board. This waiver and promise includes, but is not limited to, any and all claims arising under the Illinois Public Community College Act, Title VII of the Civil Rights Act of 1964, as amended (as amended by the Civil Rights Act of 1991), 42 U.S.C. §§2000e *et seq.* and 42 U.S.C. §1981a; 42 U.S.C. §1981; the Age Discrimination in Employment Act, 29 U.S. §621 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; the Family and Medical Leave Act, 29 U.S.C. §2601 *et seq.*; the Illinois Human Rights Act; the Constitutions of the United States and the State of Illinois; any federal, state or local statute, regulation or ordinance; any and all claims under common law, including any claim for breach of contract; and any and all claims for attorneys' fees and costs incurred by Dr. Olson in relation to such claims. Dr. Olson shall indemnify, defend and hold harmless the Board from any such claims for attorney's fees asserted against the Board by someone or firm other than himself. As used in this paragraph with regard to Dr. Olson's waivers, releases and promises

set forth above, the term "Board" includes Triton, the Board and its members, employees and agents in their official and individual capacities.

Except for a breach of this Agreement and except as stated herein, the Board waives, releases, and promises not to file or assert in any forum, any grievance or claim for damage, loss, or injury of any kind against Dr. Olson arising out of his employment and/or resignation and retirement from employment with the Board which may exist as of the effective date of this Agreement.

8. Dr. Olson represents that he has read this Agreement, consulted counsel of his choice and was offered at least twenty one (21) days to consider and comprehend the terms and provisions of this Agreement. Dr. Olson further represents that he understands the terms and provisions contained in this Agreement and enters into it voluntarily without any duress or undue influence on the part of, or on behalf of, the Board or anyone else.

9. The considerations exchanged in this Agreement do not constitute, and shall not be interpreted as, an admission of fault, wrongdoing, liability or deficiency of any kind on the part of either the Board or Dr. Olson.

10. This Agreement sets forth all of the promises, agreements, terms, conditions and understandings between the Board and Dr. Olson relative to the subject matter of this Agreement, and there are no promises, agreements or undertakings, either oral or written, express or implied, between Dr. Olson and the Board, except as set forth in this Agreement. Except as expressly provided in this Agreement, no other payments or benefits of any kind shall be due from the Board to Dr. Olson.

11. This Agreement shall become effective and be deemed dated as of the date the last of the parties signs as set forth below, which shall be no later than April 30, 2018.

Dr. Olson may, however, revoke this Agreement by providing written notice of revocation to Triton's President within seven (7) days of the effective date.

12. This Agreement be governed by Illinois law without regard to conflicts of laws principles, and any action to enforce this Agreement must be brought and heard within Cook County, Illinois.

13. This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. Signed signature pages may be transmitted electronically in pdf format or by facsimile, and any such signature shall have the same legal effect as an original.

BOARD OF TRUSTEES,
COMMUNITY COLLEGE DISTRICT
NO. 504, COOK COUNTY, ILLINOIS
(TRITON COLLEGE)

DR. DOUGLAS OLSON

By: _____
Chairman

Attest:

Secretary

Dated: _____

Dated: _____

[signature page to Resignation and Retirement Agreement between
Triton College and Dr. Douglas Olson]

EXHIBIT 1

After a long and dedicated career at Triton College, Dr. Douglas Olson has decided to step down from his position as the Vice President of Student Affairs and retire from the institution. Dr. Olson has been an instrumental part of our campus community for several decades and will always remain passionate about student success and Triton College.

EXHIBIT 2

To Whom It May Concern:

I have worked with Dr. Olson for over twenty years in a number of capacities. Dr. Olson has had a long and progressively responsible career at Triton College with extensive experience in higher education and practical leadership. During his tenure at Triton, he has served in executive level roles as the Vice President of Student Affairs; and as the Vice President of Academic & Student Affairs. While serving in those roles, he also served as a member of the President's Cabinet.

Dr. Olson's history in higher education has given him significant knowledge and experience in essential areas, especially student affairs. As a part of his duties he has experience with academic affairs, strategic planning, assessment, institutional effectiveness, policy development, budgeting, resource management, capital development planning, and organizational strategy. Throughout his tenure at the college, Dr. Olson has had many accomplishments that have shaped the institution over the years, particularly in the areas contributing to the success of our students.

Dr. Olson's career path, professional development experiences, and educational background have enabled him to contribute to Triton's mission, vision, and strategic plan objectives. As a member of our campus community, his work with business, and educational leaders as well as district communities has proven effective in engaging our stakeholders and supporting student success.

Mary-Rita Moore
President
Triton College