

EXHIBIT

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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MARLAINA EASTON,

Plaintiff,

v.

COLLEGE OF LAKE COUNTY,
Dr. Jean Kartje and Board of Trustees
of the College of Lake County,

Defendants.

Case No. 07 CV 6127
Judge John W. Darrah
Courtroom 1203
Magistrate Geraldine Soat Brown
Courtroom 1812

DECLARATION OF SUSAN YASECKO

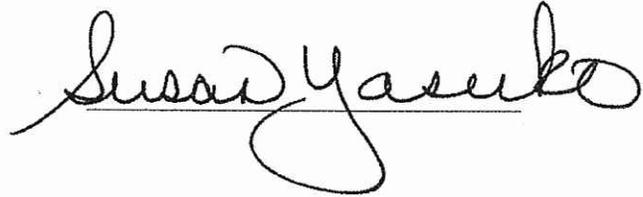
I, Susan Yasecko, under penalty of perjury, declare the following is true and correct:

1. I am Executive Director, Human Resources for College of Lake County ("College") and have held that position since June 18, 2007.
2. College is a two year community college with students from more than 50 demographically diverse communities.
3. In my capacity as Executive Director, Human Resources, I have access to the personnel files and related book and records that the College maintains in the ordinary course of its business on its faculty members. These include the records for Marlaina Easton.
4. According to the College's records, Ms. Easton returned from her medical leave to teach summer school beginning on June 5, 2007.
5. Many of the terms and conditions of the faculty's employment are governed by a union contract.
6. According to the Agreement between College of Lake County Community College

District No. 532 Lake County, Illinois and College of Lake County Staff Council Lake County Federation of Teachers Local 504, ITF-AFT/AFL-CIO for the period July 1, 2004 to June 30, 2007 ("Union Contract"), faculty were entitled to long term disability benefits in an amount equal to 60% of monthly earning up to a maximum of Five Thousand Dollars. A true and correct copy of the portion of the Union Contract addressing Long-Term Disability Income Insurance is attached as Exhibit A.

7. According to the College's records, Ms. Easton was paid \$25,792.99 while she was on medical leave. The College also paid her health insurance premiums during that period.

Dated: October ~~19~~, 2009

A handwritten signature in black ink, appearing to read "Susan Yasuko". The signature is written in a cursive style with a large loop at the end. It is positioned to the right of the date line.

AGREEMENT

BETWEEN

**COLLEGE OF LAKE COUNTY COMMUNITY
COLLEGE DISTRICT NO. 532
LAKE COUNTY, ILLINOIS**

AND THE

**COLLEGE OF LAKE COUNTY STAFF COUNCIL
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO**

JULY 1, 2004

TO

JUNE 30, 2007

ARTICLE IX. FRINGE BENEFITS

A. Medical Insurance

The Board shall provide a group major medical insurance policy for each employee.

B. Life Insurance

The Board shall provide a group term life insurance policy in an amount equal to the annual salary rounded to the nearest thousand dollars, including an equal amount of coverage for accidental death and dismemberment insurance.

C. Long-Term Disability Income Insurance

The Board shall provide a group long-term disability income insurance policy. The plan shall pay a monthly benefit which is designed to partially replace income lost during periods of total disability due to covered injury, sickness, or pregnancy, which extend beyond the qualifying period of six (6) months of disability. The scheduled amount of monthly benefit shall be an amount equal to sixty (60) percent of monthly earnings to a maximum amount of Five Thousand Dollars (\$5,000).

D. Flexible Compensation Plan

The Board shall provide a Flexible Compensation Plan. The plan shall allow participants to choose to reduce their compensation in order to purchase dependent medical insurance, dental insurance, and optional group term life insurance. The plan shall also allow participants to reduce their compensation to allocate dollars to a medical reimbursement account and a dependent care reimbursement account.

The Board shall make an annual contribution to the Flexible Compensation Plan in the amount of Eight Thousand Seven Hundred Ninety Dollars (\$8,790.00) above and beyond any other compensation, effective July 1, 2004. Effective July 1, 2005 this amount shall increase to an amount equal to the flexible compensation amount granted to individual nonunionized classified staff but in no event shall be less than Eight Thousand Eight Hundred Forty-Six Dollars (\$8,846.00). Effective July 1, 2006, this amount shall increase to the flexible compensation amount granted to individual non-unionized classified staff but in no event shall be less than Eight Thousand Eight Hundred Forty-Six Dollars (\$8,846.00).