



CALHOUN
COMMUNITY
COLLEGE

**SETTLEMENT AGREEMENT BETWEEN
CALHOUN COMMUNITY COLLEGE AND TAD MONTGOMERY**

This Settlement Agreement (hereinafter the "Agreement") is made effective the 20th day of November, 2015, by and between Calhoun Community College ("Employer") and Tad Montgomery, an adult individual ("Employee"). Employer and Employee shall hereinafter sometimes be referred to as the "Parties".

WHEREAS, Employee has most recently been employed by Employer as Assistant Dean for Technology and Workforce Development, and,

WHEREAS, Employer placed Employee on paid administrative leave and proposed termination by letter dated August 18, 2015; the Employee requested a hearing; and the Employer scheduled a hearing;

WHEREAS, before the hearing occurred, and in accordance with Alabama Code § 16-24C-6(h)(1), the Parties desired to enter into a negotiated resolution;

WHEREAS, the Parties agree that this Agreement is the result of that negotiated resolution permitted by Alabama's Students First Act of 2011;

WHEREAS, this Agreement is a compromise and settlement of disputed claims, and that this settlement is done to avoid further disputes or controversies about any of the matters covered by this Agreement without admitting any liability, wrongdoing, negligence or malfeasance of

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any description whatsoever in order to mutually and fully resolve the aforementioned employment dispute and proceedings and all disputes between them on the terms and conditions set forth below.

MUTUAL UNDERTAKINGS AND COVENANTS OF THE PARTIES

NOW, THEREFORE in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. **Employer Obligations**

The Employer acknowledges and agrees that for valuable consideration it will perform the following actions:

- A. Employer withdraws the recommendation of termination and the notice of proposed termination which was issued to Employee on or about August 18, 2015. Prior to any public disclosure by College administration of these specific documents, the College agrees to notate on these documents that the College has withdrawn the documents.
- B. Employer agrees to inform the hearing officer of the settlement and cancel the termination proceedings against the Employee.
- C. Employer hereby informs Employee that his paid administrative leave period ends on November 30, 2015.
- D. Employer hereby places Employee on unpaid administrative leave from December 1, 2015 to December 20, 2015, and the Employer will permit accrued leave to be taken by Employee from December 21-31, 2015, to the extent the College's standard holiday leave does not cover the time, as discussed in Section 2(L).

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- E. Employer accepts Employee's resignation as Assistant Dean for Technology and Workforce Development as of December 31, 2015, which is offered in Section 2(M) below.
- F. Employer further agrees to employ Employee as a full-time Instructor in the Advanced Manufacturing, Machine Tool Technology, or Industrial Maintenance department on the D salary schedule at Rank III, Step 26, beginning January 1, 2016. This continued employment will remain at-will and subject to state and federal laws, the Alabama Community College System policies and procedures, and Employer's policies and procedures.
- G. Employer will return access to Employee's College email account within a reasonable time of the final execution of these documents, so that Employee can communicate for the purpose of preparing to teach in January 2016.

2. Employee's Obligations

The Employee acknowledges and agrees that for valuable consideration he will perform the following:

- H. Employee agrees and accepts the Employer's withdrawal of the recommendation of termination and the notice of proposed termination, and the Employee agrees to the cancellation of the termination proceeding against the Employee.
- I. Employee states that, if this proposed termination had gone to a hearing, his defense would have been that any actions taken were pursuant to the directive of his immediate supervisor.

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- J. The Employee expressly waives and releases any and all rights that he has under Alabama's Students First Act and any other causes of action for any acts or omissions by the Employer from the beginning of time through the effective date of this Agreement.
- K. Employee understands, acknowledges, and accepts that his paid administrative leave period ends on November 30, 2015.
- L. Without admitting fault or wrongdoing, Employee accepts the unpaid administrative leave period imposed against him from December 1, 2015 to December 20, 2015, and Employee has requested and been granted paid accrued leave to be taken by Employee from December 21-31, 2015, to the extent the College's standard holiday leave does not cover the time, as discussed in Section I(D).
- M. Without admitting fault or wrongdoing, Employee voluntarily resigns his position as Assistant Dean for Technology and Workforce Development with a last day on December 31, 2015.
- N. Without admitting fault or wrongdoing, Employee accepts the full-time Instructor position in the Advanced Manufacturing, Machine Tool Technology or Industrial Maintenance department on the D salary schedule at Rank III, Step 26, which is to begin on January 1, 2016 (following the unpaid administrative leave and accrued leave period described in Section 2(L)). Employee understands, acknowledges, and accepts that this continued employment is at-will and subject to state and federal laws, as well as the Employer's and Alabama Community College System's policies and procedures.
- O. Employee further agrees to sign a new Letter of Appointment and Job Description for the full-time Instructor position set forth herein, at any time upon request by the Employer.

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- P. Employee agrees to do whatever is necessary to be fully prepared to teach in January 2016.
- Q. Employee agrees that he will not retaliate in any way against any employee at Calhoun Community College who he believes or perceives may have reported or made allegations against him.
- R. For and in consideration of the covenants set forth herein, Employee on behalf of himself and his heirs, administrators, executors, assigns, separately and severally, does hereby forever release, discharge and acquit Employer and the Alabama Community College System, and its Chancellor, presidents, deans, administrators, employees, board members, representatives, attorneys, and agents (the "Released Parties"), separately and severally, of and from, each and every claim, complaint, contract, right, demand, action, counterclaim, liability or cause of action that Employee has, has had or may have had against Employer or the Alabama Community College System on account of or as a result of any matter occurring from the beginning of time up to and including the effective date of this Agreement. Said claims include, but are not limited to: (1) employment discrimination (including claims of sex discrimination and/or sexual harassment) and retaliation under Title VII (42 U.S.C.A. 2000e etc.) and under 42 U.S.C.A. section 1981 and section 1983, age discrimination under the Age Discrimination in Employment Act (29 U.S.C.A. sections 621-634) as amended, under any relevant state statutes or municipal ordinances; (2) disputed wages; (3) wrongful discharge and/or breach of any alleged employment contract; and (4) claims based on any tort, such as invasion of privacy, defamation, fraud, infliction of emotional distress and

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claims related or pertaining to claims under the Health Insurance Portability and Accountability Act of 1996, and (5) any employment claims whatsoever, including Students First Act claims.

- S. Employee agrees that he will not file any charges, claims, complaints, lawsuits, or actions against the Released Parties described in Section K for any acts or omissions through the date he signs this Agreement, with the exception of his right to file an EEOC charge, which cannot be waived by law. However, Employee expressly waives his right to collect any compensation as a result of any such EEOC charge that he might make.
- T. The Employee agrees that he will not instigate, participate, orchestrate or otherwise be a party to the promotion or initiation of claims by other employees against the Employer.
- U. The Employee agrees to abide by all Employer's and Alabama Community College System's policies and procedures, and state and federal laws during his continued employment.
- V. The Employee understands and acknowledges that Students First Act documents, including this Agreement, are public documents that will be disclosed by the Employer under a valid Open Records Law request.

3. Miscellaneous Provisions

W. Neither party admits any liability, wrongdoing, negligence or malfeasance of any description whatsoever. This Agreement is not intended to place blame or fault on any party and is solely intended to show the result of a compromise and settlement of disputed claims.

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X. This Agreement constitutes the final, complete, sole, and exclusive agreement between the Parties, and all prior agreements, contracts, representations, negotiations, statements, explanations, assurances, and promises (whether oral or written) are merged into it.

Y. No other promises, agreements, or explanations of any kind have been made to the Employee by any persons or entities whatsoever (other than his advocate or attorney) to cause him to agree to and sign this Agreement.

Z. Employee understands that he had the right to and consulted an advocate or attorney of his choice regarding this Agreement, and he acknowledges that its terms and meanings have been fully explained to him by the advocate or attorney of his choice.

AA. By executing this Agreement below, Employee expressly acknowledges and agrees that he has carefully read and fully understands and agrees to the meaning and intent of this Agreement, including its final and binding effect, and that he knows and understands its contents and signs it of his own free will without duress, coercion, or undue influence.

BB. No provision in this Agreement shall be interpreted for or against any party because that party or that party's representative drafted the provision.

CC. Each of the parties hereto agrees to execute any and all instruments and perform all functions reasonably necessary in order to cause this Agreement to be consummated and become effective as soon as possible.

DD. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scanned copies of the Agreement with signatures will be deemed an original.

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EE. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date first written above.

EMPLOYEE:

[Redacted signature]

Tad Montgomery

STATE OF ALABAMA)
LIMESTONE COUNTY)

I, Mary Gilbert Reese, a Notary Public in and for said County in said State, hereby certify that Tad Montgomery, whose name is signed to the foregoing Settlement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this 12th day of November, 2015.


[Redacted signature]

Notary Public

My commission expires on: 9-4-18

[SEAL]

CALHOUN COMMUNITY COLLEGE/EMPLOYER:

By: 

James S. Klauber, Ph.D.

Its: President

STATE OF ALABAMA)
LIMESTONE COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James S. Klauber, as President of Calhoun Community College, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the Settlement Agreement, that he, as such officer, executed the same voluntarily for and as the act of said college.

GIVEN under my hand and official seal this the 13th day of November, 2015.

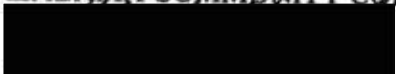


[SEAL]

Notary Public

My commission expires on: 02-28-2016

ACCEPTED AND APPROVED BY
THE ALABAMA COMMUNITY COLLEGE SYSTEM

BY: 
Mark A. Heinrich, PhD

ITS: Chancellor

DATE: November 20, 2015

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