



CALHOUN
COMMUNITY
COLLEGE

**VOLUNTARY SEPARATION AGREEMENT
BETWEEN TERRI BRYSON AND CALHOUN COMMUNITY COLLEGE**

This Voluntary Separation Agreement (hereinafter the "Agreement") is made effective upon the signature and approval of the Chancellor, by and between Calhoun Community College ("Employer") and Terri Bryson, 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 Dean of Institutional Advancement; and, Employer placed Employee on paid administrative leave in June 2016;

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

MUTUAL UNDERTAKINGS AND COVENANTS OF THE PARTIES

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

1. Employment Status: For and in consideration of the covenants herein contained, Employee agrees that she will remain on administrative leave with pay and benefits through December 30, 2016, and resign effective December 31, 2016. Neither the agreement to remain on paid administrative leave nor any other terms of this Agreement are to be construed as evidence or an admission of any alleged wrongdoing or liability by any Party. Employer and Employee expressly deny any such wrongdoing or liability.

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2. Release of Claims: For and in consideration of the covenants set forth herein, Employee on behalf of herself and her heirs, administrators, executors, assigns, predecessors, successors, attorneys, accountants, insurance companies, agents, representatives, affiliated companies, officers and directors, separately and severally, does hereby forever release, discharge and acquit Employer (defined as and which includes Calhoun Community College, President James S. Klauber, the Alabama Community College System, Chancellor Mark A. Heinrich, Board of Trustees of the Alabama Community College System, and all employees, attorneys, accountants, agents, representatives of same, 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 (as defined above) 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 in any form (whether claims of sex discrimination, sexual harassment, retaliation under Title VII (42 U.S.C.A. 2000e etc.), 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, or under any relevant state statutes or municipal ordinances); (2) disputed wages or other amounts owed by Employer; (3) wrongful discharge; (4) breach of any alleged contract; (5) claims based on any tort, such as invasion of privacy, defamation, fraud, infliction of emotional distress and claims related or pertaining to claims under the Health Insurance Portability and Accountability Act of 1996.

3. Employer Obligations: The Employer acknowledges and agrees that for valuable consideration it will perform and/or execute the following actions:



- A. The Employer will continue to pay Employee's salary and benefits and maintain Employee on paid administrative leave through December 30, 2016; the continuation of salary and benefits during the leave period shall be subject to standard state and federal income tax withholdings and insurance premiums by the Employer. Employer will pay any accrued leave in accordance with College policy and law.
 - B. The Employer accepts Employee's voluntary resignation notice effective December 31, 2016, with a last day of employment on December 30, 2016, as provided in Section 4(F).
 - C. The College administration agrees to refrain from making any disparaging or negative comments about the Employee in public. The College administration will not make any official comments to the media related to Employee other than "Terri Bryson has elected to resign" and/or "no comment." This paragraph does not preclude the College from responding to open records requests, state or federal authority inquiries, court orders, or statements from the Employee.
 - D. The Employer will provide dates of employment and will not make disparaging or negative comments about the Employee to potential employers if and when contacted with an inquiry about Employee's employment with Employer.
 - E. Assuming the Employee is still employed with the College as contemplated in the Agreement, Employer will mail a letter to Employee, on or about December 23, 2016, confirming that she is an employee of the College as of the date of the letter.
4. Employee's Obligations: The Employee acknowledges and agrees that for valuable consideration she agrees to the following:
- F. Employee resigns her employment at Calhoun Community College to be effective December 31, 2016, with a last day of employment on December 30, 2016. Employee

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will receive all benefits that resigning employees are entitled under ACCS and Employer policies. Employee agrees to pay federal and state taxes, if any, that she is required by law to pay with respect to any monies received under this agreement.

- G. Employee agrees to expressly waive and release any rights that she may have under the Alabama Students First Act.
- H. Employee acknowledges and agrees that she is voluntarily waiving and releasing all claims, past and present, in this Agreement as set forth more fully in Section 2.
- I. Employee agrees that she will not file any charges, claims, complaints, lawsuits, or actions against the Employer or other parties described in Section 2 for any acts or omissions through the date she signs this Agreement, with the exception of her right to file an EEOC charge, which cannot be waived by law. However, Employer expressly waives her right to collect any compensation as a result of any such EEOC charge that she might make.
- J. Employee may attend community-wide sporting, political, academic, social, or like events hosted on the College's campus which events are available to the general public, but otherwise Employee must obtain express permission of the President to be on campus.
- K. The Parties shall be permitted to have discussion with the Calhoun Foundation, or provide written statements if desired, to address and wrap up any outstanding issues related to Foundation business that are within the knowledge of the Parties during the Administrative Leave period provided in this Agreement.
- L. Employee agrees that neither she nor her counsel will make any statements to the media other than "no comment" and/or "Terri Bryson has elected to resign." Employee agrees that she and her counsel will not make any disparaging or negative comments about

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Calhoun Community College or its employees, the President of Calhoun Community College, the Alabama Community College System, or its Chancellor, to any third party whatsoever, including the media, and she agrees that she will not orchestrate or otherwise suggest that others make such comments. She further agrees that no tapes or audio recordings of Calhoun-affiliated individuals will be published or disseminated to any party unless mandated by law or court order.

M. Employee agrees to resign, withdraw, or otherwise remove herself from any position, class, committee, board, or other activity where she acts as a representative of Calhoun Community College or was placed in the activity due to her affiliation with the College.

5. Breach and Litigation Costs

If any dispute should arise under the terms of this Agreement which results in litigation, the losing party shall be responsible for all the reasonable costs and expenses of the prevailing party, including but not limited to expert witness and attorney's fees. A judgment by any court finding the breach of any Party of any term of this Agreement does not void the entire Agreement, but allows for any and all common law and statutory remedies and damages allowed by law. The breach of any provision of this Agreement by the Employee requires the immediate and mandatory forfeiture of the Administrative Leave Period Payments from the first day of payment until the last, in addition to the payment of any attorney's fees by Employer.

6. Miscellaneous Provisions

N. This Agreement is contingent and conditioned upon the consent and signature of the Chancellor of the Alabama Community College System.

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A handwritten signature in black ink, appearing to be a stylized 'B' or 'P' followed by a flourish.

O. 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.


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

Q. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.



TERRI BRYSON

STATE OF ALABAMA)
LIMESTONE COUNTY)

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

GIVEN under my hand and seal this 15th day of July, 2016.

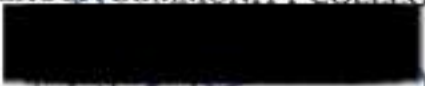
[SEAL]


Notary Public

My commission expires on: July 31, 2019

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CALHOUN COMMUNITY COLLEGE


By: 
James S. Klauber, PhD
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 Voluntary Separation Agreement, that he, as such officer, executed the same voluntarily for and as the President of said college.

GIVEN under my hand and official seal this the 18 day of July, 2016.

[SEAL]


Notary Public
My commission expires on:

ACCEPTED AND APPROVED BY
THE ALABAMA COMMUNITY COLLEGE SYSTEM

BY: 
Mark A. Heinrich, PhD
ITS: Chancellor
DATE: July 19, 2016

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