



A. The term "Claims" means any and all theories or recovery of whatsoever nature, and the facts and events giving rise thereto, which the Parties may have asserted, or could have asserted, against the other Party, recognized by the law of any jurisdiction and comprehensively includes, any and all lawsuits, including but not limited to the lawsuit styled *Suzanne Jones v. Collin College, et. al.*, Cause No. 4:21-CV-733, in the United States District Court for the Eastern District of Texas Sherman Division (the "Lawsuit"), and arbitrations, causes of action, allegations, liability, charges and judgments, complaints, obligations, demands, liabilities, claims regarding First Amendment retaliation, discrimination, harassment, equal pay, claims regarding the settlement of this matter; or claims of any kind, whether in law or in equity or under the United States Constitution, the Texas Constitution, any contract or any statute or otherwise, claims for injunctive or declaratory relief, claims known or unknown, direct or indirect, asserted or unasserted, liquidated or unliquidated, excepting claims that cannot be released under applicable law, related to the following regarding Employee's employment with College, Matkin, and/or Jenkins ("Incident"):

1. Employee's faculty contract, employment, contract nonrenewal, and separation from employment with College, including but not limited to the claims and/or allegations in the Lawsuit, occurring through the Effective Date;
2. All acts of omissions or other conduct, or the breach of any legal duty attributable to College, Matkin, and/or Jenkins, regarding Employee's employment with College, including but not limited to the claims and/or allegations in the Lawsuit, occurring through the Effective Date;
3. All allegations ever made, currently made, or that might have been made by Employee against College, Matkin, and/or Jenkins, regarding Employee's employment

with College through the Effective Date, and/or actions during the settlement negotiations of this matter, including but not limited to the claims and/or allegations in the Lawsuit; and

4. All claims of discrimination, harassment and/or retaliation regarding Employee's employment with College arising through the Effective Date, including but not limited to the claims and/or allegations in the Lawsuit, excepting claims Employee cannot lawfully waive.

B. The term "Damages" means any and all elements of relief or recovery of whatsoever nature, which Employee can or could have recovered from College, Matkin, and/or Jenkins, whether known or unknown, recognized by the law of any jurisdiction and comprehensively includes, but is not limited to, damages asserted in the Lawsuit, actual, consequential, incidental, special or punitive damages of every description, such as economic loss, property loss or personal injury; lost wages; loss of employment benefits; pecuniary losses; damage to reputation; any other item of loss or injury; statutory, treble, multiple, compensatory or punitive damages; damages resulting from a loss of employee benefits, vacation pay and/or sick pay; back pay; front pay; attorneys' fees; pre-judgment or post-judgment or other interests; equitable relief; and expenses. The term "Damages" also includes, but is not limited to, all elements of recovery or relief ever alleged, currently alleged or that might have been alleged as of the Effective Date of this Agreement and the facts and events giving rise thereto, excepting claims and damages Employee cannot lawfully waive.

C. The term "Employee" means Suzanne E. Jones, acting individually, on behalf of Employee's heirs, executors, administrators, beneficiaries and assigns, and in all capacities in

which Employee has or might have asserted claims against College in the Lawsuit or related to her employment, contract nonrenewal and separation from employment, as defined herein.

D. The term "College," unless otherwise defined herein, means the Collin County Community College District, its Board of Trustees, District President, administrators, employees, representatives, agents, predecessors, successors, assigns, insurers and claims administrators (including the Texas Political Subdivisions Joint Self-Insurance Fund), and legal representatives and all other persons, firms, or corporations in privity with it.

E. The term "Matkin" means Dr. H. Neil Matkin, and Matkin's heirs, executors, administrators, insurers, beneficiaries and assigns, and in all capacities.

F. The term "Jenkins" means Dr. Toni Jenkins, and Jenkins's heirs, executors, administrators, insurers, beneficiaries and assigns, and in all capacities.

G. The terms "Party" or "Parties" means College, Matkin, Jenkins, and Employee, as defined herein, on behalf of their past and present heirs, assigns, agents, representatives, administrators, attorneys, employees, staff, officers, directors, owners, members, partners, insurers, benefit plan fiduciaries and agents, shareholders, executors, and all of their respective successors and assigns (collectively, the "Parties").

H. The term "Effective Date" means the 8<sup>th</sup> calendar date after Employee signs this Agreement and the required seven (7) calendar day revocation period expires, unless Employee revokes it in writing.

## II. RELEASE.

A. COMPLETE AND GENERAL RELEASE BY EMPLOYEE. EXCEPT AS TO CLAIMS THAT CANNOT BE RELEASED UNDER APPLICABLE LAW, EMPLOYEE AS DEFINED HEREIN, ON BEHALF OF EMPLOYEE'S PAST AND PRESENT HEIRS, ASSIGNS, AGENTS, REPRESENTATIVES,

ADMINISTRATORS, AND ALL OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY RELEASES, ACQUITS, AND FOREVER DISCHARGES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COLLEGE, MATKIN, AND JENKINS, AS DEFINED HEREIN FROM ANY CLAIMS, OBLIGATIONS, DUTIES, LIABILITIES, AGREEMENTS, PROMISES, DAMAGES, PUNITIVE DAMAGES, EMPLOYEE PAY, BACK PAY, FRONT PAY, COSTS, PENALTIES, INTEREST, FEES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES), LOSSES, EXPENSES AND DEBTS OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, DIRECT OR INDIRECT, ASSERTED OR UNASSERTED, LIQUIDATED OR UNLIQUIDATED (HEREINAFTER "OBLIGATIONS"), THAT THE EMPLOYEE EVER HAD OR NOW HAS ARISING OUT OF OR RELATING TO ANY ACT, OMISSION, OR EVENT THAT WHOLLY OR PARTIALLY OCCURRED OR FAILED TO OCCUR ON OR BEFORE THE EFFECTIVE DATE, INCLUDING RELATED TO CLAIMS AND/OR OBLIGATIONS IN THE LAWSUIT, AND/OR INCLUDING WITHOUT LIMITATION, THE FOLLOWING:

1. CLAIMS AND OBLIGATIONS FOR WAGES AND BENEFITS INCLUDING, WITHOUT LIMITATION, SALARY, COMMISSIONS, HEALTH AND WELFARE BENEFITS, RELOCATION, SEPARATION PAY, SEVERANCE PAY, NOTICE PAY, BACK PAY, FRONT PAY, PAID TIME OFF, SICK LEAVE, BONUSES, OVERPAYMENT, EQUAL PAY, AND/OR COMPENSATION AND BENEFITS OF ANY KIND;
2. CLAIMS AND OBLIGATIONS FOR WRONGFUL DISCHARGE, BREACH OF CONTRACT (WHETHER EXPRESS OR IMPLIED), BREACH OF ANY IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, LIBEL, RETALIATION, SLANDER, FRAUD, PROMISSORY ESTOPPEL, EQUITABLE ESTOPPEL, INVASION OF PRIVACY AND MISREPRESENTATION, VIOLATION OF FIRST AMENDMENT RIGHTS, DEFAMATION, DAMAGE TO REPUTATION, FREE EXPRESSION AND ASSOCIATION UNDER THE 1<sup>ST</sup> AND 14<sup>TH</sup> AMENDMENT, FREE

EXPRESSION AND ASSOCIATION UNDER THE TEXAS CONSTITUTION, THE RIGHT TO DUE PROCESS UNDER THE 14<sup>TH</sup> AMENDMENT OF THE UNITED STATES CONSTITUTION, RIGHT TO DUE COURSE UNDER THE TEXAS CONSTITUTION, VIOLATION OF PUBLIC POLICY, INTERFERENCE WITH CONTRACT OR PROSPECTIVE ECONOMIC ADVANTAGE, INTENTIONAL OR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, DURESS, LOSS OF CONSORTIUM AND NEGLIGENCE;

3. CLAIMS AND OBLIGATIONS FOR REIMBURSEMENT OF EXPENSES OF ANY KIND;
4. CLAIMS AND OBLIGATIONS FOR DISCRIMINATION AND/OR HARASSMENT OF ANY KIND, INCLUDING WITHOUT LIMITATION, THOSE ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, AGE, ANCESTRY, VETERAN STATUS, GENETIC INFORMATION, PREGNANCY, DISABILITY AND/OR HANDICAP, SEXUAL ORIENTATION OR PREFERENCE, FAMILIAL STATUS, AND ANY AND ALL CLAIMS AND OBLIGATIONS UNDER ANY FEDERAL, STATE, OR LOCAL LAW STATUTE, ORDINANCE, JUDICIAL PRECEDENT, OR EXECUTIVE ORDER AS ENACTED OR AMENDED, INCLUDING BUT NOT LIMITED TO CLAIMS AND OBLIGATIONS UNDER THE FOLLOWING STATUTES: THE UNITED STATES CONSTITUTION; TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, 42 U.S.C. 2000E ET SEQ.; THE CIVIL RIGHTS ACT OF 1866, 42 U.S.C. § 1981; THE OF CIVIL RIGHTS ACT OF 1991; THE EQUAL PAY ACT, 29 U.S.C. § 206(D); THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT, 38 U.S.C. §§ 4301 ET SEQ.; THE AMERICANS WITH DISABILITIES ACT, 42 U.S.C. §§ 12101 ET SEQ.; THE GENETIC INFORMATION NON-DISCRIMINATION ACT, 42 U.S.C. §§ 2000FF ET SEQ.; THE REHABILITATION ACT, 29 U.S.C. § 794(D); THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT (WARN), 29 U.S.C. §§ 2101 ET SEQ.; THE FAIR

LABOR STANDARDS ACT, 29 U.S.C. § 203; THE, AGE DISCRIMINATION IN EMPLOYMENT ACT (ADEA), 29 U.S.C. §§ 621 ET SEQ.; THE TEXAS COMMISSION ON HUMAN RIGHTS ACT, AND ANY COMPARABLE STATE OR LOCAL STATUTES AND ANY CLAIMS AND OBLIGATIONS FOR RETALIATION UNDER ANY OF THE FOREGOING LAWS;

5. CLAIMS AND OBLIGATIONS HAVING ANYTHING TO DO WITH EMPLOYEE'S EMPLOYMENT WITH COLLEGE INCLUDING CLAIMS FOR LOST WAGES, FREE EXPRESSION AND ASSOCIATION UNDER THE 1<sup>ST</sup> AND 14<sup>TH</sup> AMENDMENT, FREE EXPRESSION AND ASSOCIATION UNDER THE TEXAS CONSTITUTION, THE RIGHT TO DUE PROCESS UNDER THE 14<sup>TH</sup> AMENDMENT OF THE UNITED STATES CONSTITUTION, RIGHT TO DUE COURSE UNDER THE TEXAS CONSTITUTION, LOSS OF EMPLOYMENT BENEFITS, PECUNIARY LOSSES, DAMAGE TO REPUTATION, AND PUNITIVE DAMAGES AGAINST MATKIN AND JENKINS;

6. CLAIMS AND OBLIGATIONS UNDER THE FAMILY AND MEDICAL LEAVE ACT, 29 U.S.C. 2601 ET SEQ. (FMLA);

7. CLAIMS AND OBLIGATIONS UNDER THE EMPLOYEE RETIREMENT AND INCOME SECURITY ACT OF 1974, 29 U.S.C. 1001 ET SEQ. (ERISA);

8. CLAIMS AND OBLIGATIONS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA);

9. CLAIMS AND OBLIGATIONS FOR VIOLATION OF WHISTLEBLOWER LAWS AND/OR RETALIATION CLAIMS AND OBLIGATIONS;

10. CLAIMS AND OBLIGATIONS UNDER ANY FEDERAL, STATE OR LOCAL STATUTE, REGULATION OR COMMON LAW;

11. CLAIMS AND OBLIGATIONS FOR DAMAGES OF ANY KIND, INCLUDING EMOTIONAL DISTRESS, PAIN AND/OR SUFFERING, COMPENSATORY AND/OR PUNITIVE DAMAGES;

12. CLAIMS FOR ANY INJUNCTIVE OR DECLARATORY RELIEF; AND

13. CLAIMS AND OBLIGATIONS FOR ATTORNEYS' FEES AND/OR COSTS.

THE PARTIES EXPRESSLY AGREE THAT THE GENERAL RELEASE COVERS NOT ONLY ANY AND ALL CLAIMS AND OBLIGATIONS THAT THE EMPLOYEE HAS EVER HAD, NOW HAS, OR MAY CLAIM TO HAVE AGAINST THE COLLEGE, INCLUDING CLAIMS AND OBLIGATIONS IN THE LAWSUIT, BUT IT ALSO COVERS ANY CLAIMS AND OBLIGATIONS FOR A MONETARY RECOVERY ASSERTED ON THE EMPLOYEE'S BEHALF BY ANY THIRD PERSON, INCLUDING, WITHOUT LIMITATION, ANY GOVERNMENT AGENCY, AND THE EMPLOYEE WAIVES ANY RIGHT TO ANY SUCH MONETARY RECOVERY. AS TO THE EMPLOYEE'S EXPRESS RELEASE OF THIRD PERSONS NOT A SIGNATORY TO THIS AGREEMENT, THE EMPLOYEE ACKNOWLEDGES AND AGREES THAT THE GENERAL RELEASE IS MADE FOR EACH OF THEIR EXPRESS BENEFIT AND USE.

THE EMPLOYEE UNDERSTANDS THAT THIS RELEASE EXTENDS TO, AND INCLUDES, ALL CLAIMS AND OBLIGATIONS WHETHER KNOWN OR UNKNOWN, THAT THE EMPLOYEE MAY HAVE ALREADY ASSERTED OR RAISED, INCLUDING CLAIMS AND OBLIGATIONS IN THE LAWSUIT, AS WELL AS CLAIMS AND OBLIGATIONS THAT HAVE NEVER BEEN ASSERTED OR RAISED. HOWEVER, THE EMPLOYEE IS NOT RELEASING ANY CLAIMS AND OBLIGATIONS OR WAIVING ANY RIGHTS THAT CANNOT BE RELEASED OR WAIVED UNDER APPLICABLE LAW.

B. RELEASE OF ADEA CLAIMS: EMPLOYEE, BY INITIALS BELOW, KNOWINGLY AND VOLUNTARILY, UNCONDITIONALLY, AND FOREVER RELEASES, ACQUITS, AND EXCEPTING CLAIMS AND RIGHTS EMPLOYEE CANNOT LAWFULLY WAIVE, DISCHARGES COLLEGE, MATKIN, AND JENKINS, AS DEFINED HEREIN, OF AND FROM ANY AND ALL CLAIMS AND FROM ANY AND ALL DAMAGES ARISING FROM CLAIMS RELATED TO EMPLOYEE'S EMPLOYMENT



WITH COLLEGE, KNOWN OR UNKNOWN UP TO AND INCLUDING THE EFFECTIVE DATE OF THIS AGREEMENT UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT ("ADEA"), EXCEPTING CLAIMS EMPLOYEE CANNOT LAWFULLY WAIVE, AS FOLLOWS: (PLEASE INITIAL)

SP EMPLOYEE ACKNOWLEDGES AND UNDERSTANDS THE, TERMS OF THIS AGREEMENT, SPECIFICALLY THAT THE TERMS INCLUDE A RELEASE OF CLAIMS OF AGE DISCRIMINATION UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, 29 U.S.C. 621 ET SEQ. (THE "ADEA").

SP EMPLOYEE RELEASES ALL CLAIMS ARISING UP TO, AND INCLUDING, THE EFFECTIVE DATE OF THIS AGREEMENT.

SP EMPLOYEE ACKNOWLEDGES RECEIPT OF VALUABLE CONSIDERATION, GREATER THAN ANYTHING EMPLOYEE CURRENTLY ENTITLED TO, IN EXCHANGE FOR EMPLOYEE'S RELEASE IN THIS AGREEMENT.

SP EMPLOYEE ACKNOWLEDGES EMPLOYEE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY CONCERNING THE MEANING AND LEGAL SIGNIFICANCE OF THIS AGREEMENT AND THAT EMPLOYEE HAS READ AND UNDERSTANDS THIS AGREEMENT AND IS KNOWINGLY AND VOLUNTARILY EXECUTING IT AFTER ADVICE OF COUNSEL.

SP EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE WAS GIVEN THIS AGREEMENT FOR EMPLOYEE'S REVIEW ON THE DATE IT WAS EMAILED, PERSONALLY DELIVERED TO, OR OTHERWISE PROVIDED TO EMPLOYEE. EMPLOYEE FURTHER ACKNOWLEDGES THAT EMPLOYEE HAS BEEN PROVIDED WITH A PERIOD OF AT LEAST TWENTY-ONE (21) DAYS WITHIN WHICH TO REVIEW AND CONSIDER THE TERMS OF THIS AGREEMENT, AND EMPLOYEE KNOWINGLY WAIVES THIS 21 DAY PERIOD.

SP EMPLOYEE UNDERSTANDS THAT EMPLOYEE WILL HAVE SEVEN (7) DAYS IN WHICH TO REVOKE THIS AGREEMENT AFTER EMPLOYEE SIGNS IT. EMPLOYEE FURTHER UNDERSTANDS THAT ANY AMOUNTS PAYABLE

UNDER THIS AGREEMENT SHALL BE PAID NO SOONER THAN THE EXPIRATION OF SEVEN (7) DAYS AFTER EMPLOYEE SIGNS THIS AGREEMENT.

SP EMPLOYEE UNDERSTANDS THAT NOTHING IN THIS AGREEMENT PROHIBITS EMPLOYEE FROM FILING A CHARGE OF DISCRIMINATION WITH THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (THE "EEOC"), NOR DOES ANYTHING IN THIS AGREEMENT PROHIBIT EMPLOYEE FROM TESTIFYING, ASSISTING, OR PARTICIPATING IN AN INVESTIGATION, HEARING, OR PROCEEDING CONDUCTED BY THE EEOC. EMPLOYEE FURTHER UNDERSTANDS THAT NOTHING IN THIS AGREEMENT AFFECTS THE RIGHTS OF THE EEOC, OR ANY OTHER STATE OR LOCAL AGENCY WITH SIMILAR RESPONSIBILITIES, TO ENFORCE THE ADEA, AND THAT NOTHING IN THIS AGREEMENT WILL BE USED TO JUSTIFY INTERFERING WITH THE PROTECTED RIGHT OF ANY EMPLOYEE TO FILE A CHARGE OR PARTICIPATE IN AN INVESTIGATION OR PROCEEDING CONDUCTED BY THE EEOC UNDER THE ADEA. HOWEVER, EMPLOYEE WAIVES THE RIGHT TO ANY MONEY, RECOVERY, RELIEF, OR ANY OTHER BENEFIT ARISING OUT OF ANY SUCH PROCEEDING.

SA EMPLOYEE UNDERSTANDS THAT NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OF CLAIMS THAT MAY ARISE AFTER THE EFFECTIVE DATE.

C. FOLLOWING COLLEGE'S SATISFACTION AND PAYMENT OF ALL FINANCIAL OBLIGATIONS UNDER THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS BEEN FULLY COMPENSATED BY COLLEGE FOR ALL SALARY, REGULAR PAY, OVERTIME PAY, BENEFITS, AND OTHER COMPENSATION, INCLUDING PAYMENT FOR ACCRUED PERSONAL TIME OFF OR SICK LEAVE DUE EMPLOYEE, AND OBLIGATIONS IN THE LAWSUIT, AND THAT EMPLOYEE HAS BEEN REIMBURSED FOR ALL OUTSTANDING EXPENSES.

D. THE EMPLOYEE REPRESENTS THE EMPLOYEE HAS NOT FILED OR CAUSED TO BE FILED ANY CHARGES, CLAIMS, ARBITRATIONS, OR LAWSUITS AGAINST THE COLLEGE OR THAT RELATE TO EMPLOYEE'S EMPLOYMENT WITH COLLEGE, EXCEPT THE LAWSUIT. EMPLOYEE AGREES TO DISMISS THE LAWSUIT WITH PREJUDICE WITHIN THREE (3) DAYS OF PAYMENT BY COLLEGE AS PROVIDED IN V.B.1., HEREIN. THE EMPLOYEE FURTHER AGREES THAT EMPLOYEE WILL NOT IN THE FUTURE FILE OR CAUSE TO BE FILED ANY CHARGES, CLAIMS, ADMINISTRATIVE CLAIMS WITH AGENCIES OR MEMBERSHIP ORGANIZATIONS OUTSIDE OF THE COLLEGE, ARBITRATIONS, OR LAWSUITS AGAINST THE COLLEGE, MATKIN, AND JENKINS, FOR ANYTHING RELATED TO EMPLOYEE'S EMPLOYMENT WITH COLLEGE TO THE EFFECTIVE DATE, OR THE RELEASED CLAIMS AND OBLIGATIONS, INCLUDING CLAIMS AND OBLIGATIONS IN THE LAWSUIT. THE EMPLOYEE UNDERSTANDS THAT THIS COVENANT NOT TO SUE IS AN AFFIRMATIVE PROMISE BY THE EMPLOYEE THAT IS IN ADDITION TO THE GENERAL RELEASE OF CLAIMS AND OBLIGATIONS ABOVE. HOWEVER, NOTHING IN THIS AGREEMENT AFFECTS EMPLOYEE'S RIGHT TO CHALLENGE THE VALIDITY OF THIS AGREEMENT UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT. IF THE EMPLOYEE BREACHES THIS AGREEMENT BY SUING COLLEGE, MATKIN, AND/OR JENKINS, IN VIOLATION OF THIS COVENANT NOT TO SUE, THE EMPLOYEE UNDERSTANDS THE EMPLOYEE HAS SUCH REMEDIES AS ARE AVAILABLE UNDER STATE AND/OR FEDERAL LAWS AND REGULATIONS AND AS PROVIDED IN THIS AGREEMENT.

III. COVENANT NOT TO SUE. SUBJECT TO THE PERFORMANCE OF THIS AGREEMENT, EMPLOYEE AGREES AND COVENANTS NOT TO SUE OR PROSECUTE COLLEGE, MATKIN AND/OR JENKINS, ON ANY CLAIMS, OR FOR ANY DAMAGES, COMING WITHIN THE RELEASE STATED

ABOVE, INCLUDING CLAIMS OR DAMAGES IN THE LAWSUIT, EXCEPTING CLAIMS AND RIGHTS EMPLOYEE CANNOT LAWFULLY WAIVE.

IV. WARRANTIES.

A. The consideration described in Section V. of this Agreement is consideration for the Parties' execution of this Agreement. The consideration under this Agreement is not something to which the Parties are indisputably entitled, and is agreed to by or on behalf of the Parties in full satisfaction of all claims and damages allegedly accruing to the parties. In this regard, each Party verifies, confirms, represents, warrants, acknowledges and agrees that such Party:

1. Is authorized to sign this Agreement.
2. Is the sole owner of the all claims, causes of action, and damages that might arise from such claims and causes of action the subject of this Agreement and has not sold, conveyed, or otherwise transferred the same;
3. Has had the opportunity to consult with counsel prior to executing this Agreement and has so consulted;
4. Has freely and willingly executed this Agreement and expressly disclaims and waives reliance on any act, promise, undertaking or representation made by any other Party, save and except for the express agreements and representations contained in this Agreement;
5. Waives any right to additional information regarding the matters governed and effected by this Agreement;
6. Was not in a significantly disparate bargaining position with any other Party;
7. Has carefully read this Agreement and that it fully understands this Agreement;
8. Has had ample opportunity to retain its own separate, independent legal counsel of its own choice;
9. Has either (1) been fully advised by its own separate legal counsel of the meaning, terms and legal consequences of this Agreement or (2) chosen to not be advised by legal counsel and has voluntarily waived such legal counsel and freely, expressly and voluntarily waives any right to claim its failure to obtain the advice of legal counsel as the basis

for setting aside or challenging the validity or enforceability of this Agreement; and

10. UNDERSTANDS THAT BY SIGNING THIS AGREEMENT IT PERMANENTLY SURRENDERS RIGHTS OR CLAIMS HE, SHE OR IT WOULD OTHERWISE HAVE.

11. Each party represents that it is the sole owner of any and all claims or causes of action that party has against the other.

12. Has not assigned, transferred, or otherwise conveyed any interest in any claim or cause of action against the other party,

13. THE PARTIES HEREBY SPECIFICALLY DISCLAIM RELIANCE ON ANY STATEMENTS, REPRESENTATIONS, OR PROMISES MADE BY ANY OF THE PARTIES PRIOR TO THE EXECUTION OF THIS AGREEMENT.

B. By entering into this Agreement, the Parties acknowledge that:

14. Each of the Parties denies any liability;

15. The Parties do not admit to any unlawful or tortious conduct or any other wrongdoing in connection with the subject matter of this Agreement;

16. The Parties have entered into this Agreement willingly for the sole purpose of avoiding further cost and expense associated with the instant matter; and

17. The Parties agree that neither this Agreement nor any action or acts taken in connection with this Agreement nor pursuant to it, will constitute an admission or any evidence of unlawful or tortious or improper acts at any time by the Parties against one another.

**V. AGREEMENTS AND CONSIDERATION AGREED TO BY THE PARTIES.**

**A. Upon execution of this Agreement, Employee agrees as follows:**

1. Employee agrees to dismiss the Lawsuit with prejudice within three (3) days of payment by College as provided in V.B.1., herein, such dismissal to occur no later than November 25, 2022.

2. Employee agrees Employee's legal counsel will receive a single lump sum payment from College through its insurer of one hundred forty-five thousand dollars (\$145,000.00) within fourteen (14) days of the Effective Date, for which a Form 1099 will be issued. Employee will receive no other lump sum or monetary amount excepted as provided herein.

3. Employee will accept reinstatement with College as a faculty instructor, subject to the following agreements:
  - a. Employee will be reinstated on a single two (2) year contract effective between January 1, 2023-February 1, 2025 (“Employment Contract”);
  - b. Employee agrees to teach 2-3 classes per term;
  - c. Employee will have no committee assignments; may not run for or attend any Faculty Council meetings; Employee may attend meetings for Employee’s assigned discipline and/or department; for iCollin and any conferences approved for Employee in accordance with College policies; and Employee may attend All College Day;
  - d. Employee will receive a salary of one hundred fifteen thousand dollars (\$115,000.00), during each full calendar year of the term of the Employment Contract and paid monthly over a 12-month period, and therefore, for the avoidance of any confusion, the exact amount of compensation Employee may receive under the Employment Contract is a total of \$230,000, and nothing else;
  - e. Employee may serve as an adjunct instructor for other institutions during her employment with College with the understanding any adjunct positions may not conflict with her teaching duties with College, as outlined herein or in the College’s Board policies;
  - f. Employee will teach online classes only;
  - g. Employee will be assigned to the iCollin campus in the Education and Childhood Development Department;
  - h. Employee will not receive a renewal and/or extension of the Employment Contract noted above and, Employee will not be eligible for rehire with College following February 1, 2025, or an earlier date of resignation as provided herein;
  - i. Upon execution of this Agreement, Employee will submit a letter of resignation, attached hereto as Exhibit “A,” on the Effective Date effective February 1 , 2025 (“Resignation Date”) and such resignation is final and irrevocable upon submission;
  - j. Employee must comply with all applicable College Board policies and procedures in the performance of Employee's duties;
  - k. Employee will not have an office on College property and may office from home; and
  - l. Employee will receive a letter of recommendation from Dr. Abe Johnson. Employee agrees to direct all other employment

verification requests in writing to the College's Chief Human Resources Officer so that a neutral reference may be provided.

- m. This reinstatement is subject to Collin College's Board Policies, Collin College's Core Values, rules, procedures, regulations and all applicable state and federal laws and regulations. Employee agrees to comply with Collin College's Board Policies, Collin College's Core Values, rules, procedures, regulations, all applicable state and federal laws and regulations, and administrative directives.
  - n. The College has not adopted any policy, rule, regulations, law, or practice providing for tenure at the College. This reinstatement of Employee does not grant or create any contractual obligation of continued employment, a property interest, claim or other guaranteed entitlement beyond February 1, 2025.
4. **EXCEPTING CLAIMS AND RIGHTS EMPLOYEE CANNOT LAWFULLY WAIVE, EMPLOYEE AGREES TO THE FULL RELEASE AND WAIVER OF CLAIMS AND DAMAGES CONTAINED HEREIN, INCLUDING CLAIMS AND DAMAGES IN THE LAWSUIT, AS CONSIDERATION FOR EMPLOYEE'S AGREEMENT.**
5. If, at any time from the Execution Date through the Resignation Date, Employee (at Employee's sole discretion) desires to resign Employee's employment prior to the Resignation Date, College shall accept such early resignation with no further action required. If Employee chooses to resign prior to the Resignation Date, Employee will provide sufficient notice of at least thirty (30) business days to the College to avoid a disruption of Employee's classes. If such early resignation occurs, within thirty (30) business days from the date of early resignation, College will buyout the remainder of the Employment Contract and pay Employee a lump sum amount equal to the salary amount remaining under the term of the Employment Contract, after which time the College's obligation to pay Employee shall cease as of the effective date of such early resignation and payment by College.
6. Employee agrees Employee's execution of this Agreement constitutes the withdrawal of, and agreement not to refile, any and all pending or past public information requests, grievances, appeals and/or complaints with and/or against College, whether internal and/or with a third party, professional or membership organizations, governmental agency, or otherwise, with prejudice as of the Effective Date of this Agreement. In this regard, Employee agrees Employee will not file any public information requests and/or complaints in the future for information regarding the asserted Claims or Damages, as defined herein.

Employee may provide a final statement to the Foundation for Individual Rights and Expression (“FIRE”) concerning Employee’s return to College and the Lawsuit stating, “I am happy to be back at Collin College and I am thankful to FIRE for helping me.” Employee will not provide any individual interviews, podcasts, or social media posts regarding Employee’s return to College, the Lawsuit, or the allegations in the lawsuit styled Joseph Michael Phillips v. Collin College, et. al., No. 4:22-cv-184-ALM, in the United States District Court for the Eastern District of Texas Sherman Division (“Phillips Lawsuit”). Employee will agree to the joint statement attached hereto as Exhibit “B,” which Employee may share publicly regarding Employee’s return to College. Employee may share the joint statement on social media. The College may also share the joint statement in its sole discretion.

7. Employee will have no direct or indirect involvement in the Phillips Lawsuit, other than as required by subpoena or other court-ordered process.
8. Employee will seek independent counsel regarding any potential / perceived conflicts within by 5:00 p.m. on October 21, 2022, and such independent counsel 's recommendation not to proceed with these terms due to conflicts.

**B. Upon execution of this Agreement, College agrees as follows:**

1. College through its insurer will pay Employee's legal counsel a single lump sum payment in the amount of one hundred forty-five thousand dollars (\$145,000.00) within fourteen (14) days of the Effective Date, for which a Form 1099 will be issued.
2. College will reinstate Employee as an instructor, subject to the following agreements outlined in Section V.A.3. above, and College will assign Employee at least two, but no more than three classes per term.
3. **EXCEPTING CLAIMS AND RIGHTS EMPLOYEE CANNOT LAWFULLY WAIVE, EMPLOYEE AGREES TO THE FULL RELEASE AND WAIVER OF CLAIMS AND DAMAGES CONTAINED HEREIN, INCLUDING CLAIMS AND DAMAGES IN THE LAWSUIT, AS CONSIDERATION FOR EMPLOYEE’S AGREEMENT.**
4. If, at any time from the Execution Date through the Resignation Date, Employee (at Employee’s sole discretion) desires to resign Employee's employment prior to the Resignation Date, College shall accept such early resignation as provided in Section V.A.5 above.



5. College will agree to a joint statement attached hereto as Exhibit "B," which Employee may share publicly regarding Employee's return to College. Employee may share the joint statement on social media. The College may share the joint statement in its sole discretion.
6. College agrees all employment verification or reference requests received by the College's Chief Human Resources Officer will only include: 1) Employee's dates of employment; 2) job title; and, if requested, 3) verification of salary. As with all employees, College will not respond to inquiries regarding whether Employee is eligible for rehire.
7. Dr. Abe Johnson will provide a letter of recommendation attached hereto as Exhibit "C."
8. At Plaintiff's request and with her authorization, Matkin or a designee at Collin College will provide outplacement assistance for Employee in the form of outreach or calls placed to institutions where Employee may seek alternative full-time employment, provided those contacts or positions exist, disclaiming any guarantee of future placement.

## VI. MISCELLANEOUS PROVISIONS.

A. Acknowledgment of Release of All Claims. Employee and College understand and expressly agree that, excepting claims and rights Employee cannot lawfully waive, this Agreement extends to all of Employee's Claims, as defined herein through the Effective Date and that all such claims are hereby expressly settled or waived. Employee intends for this release of College to be construed as broadly as possible. Each Party acknowledges and represents that they are knowledgeable in the business matters that are the subject of this Agreement.

B. Costs and Attorneys' Fees. Each Party shall bear their own costs and attorneys' fees in connection with the instant matter, except as provided above. Each Party agrees that it was represented by legal counsel or that it voluntarily chose not to seek legal counsel.

C. Modification. This Agreement cannot be altered, amended or modified in any respect, except by a writing duly executed by the party against whom the alteration, amendment or modification is charged. All prior agreements, understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect. The Parties agree that each

Party has relied on its own judgment in executing this Agreement and that it has not relied on the statements and representations of the other Party.

D. Construction of Terms. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

E. Severability. The provisions of this Agreement are severable. If a court of competent jurisdiction rules that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity and enforceability of other provisions of this Agreement.

F. Revocation. For a period of seven (7) days following the execution of this Agreement, beginning on the next calendar day following its execution (the "Revocation Period"), Employee may revoke this Agreement. Notice of Revocation shall be made in writing to the College's legal counsel, Mr. Abernathy or Mr. Crawford, prior to the expiration of the Revocation Period. If Employee does not revoke within the Revocation Period, this Agreement will become effective, and Employee will have forever waived Employee's rights and abilities to revoke. In the event of revocation, the Release contained in this Agreement shall be null and void, and all consideration offered by College shall be immediately rescinded.

G. Remedies for Breach. In the event of breach of this Agreement by Employee, Collin College may terminate the Employment Contract prior to February 1, 2025, with no further payments or buyout of the Employment Contract made to Employee. Notwithstanding, in the event of a breach of this Agreement, the Parties shall have all other remedies available at law or

in equity. This Agreement shall be interpreted under the laws of the State of Texas. Venue, in the event of suit, shall be in the court of appropriate jurisdiction in Collin County, Texas.

H. Notice. Any consent, notice, demand, or other communication (including any payment hereunder) required or permitted hereby must be in writing to be effective and shall be deemed to have been received upon the earlier to occur of (a) actual receipt; (b) if personally delivered, upon receipt; (c) if sent next day delivery by a recognized overnight delivery or courier service, one (1) business day after deposit with such carrier; (d) if sent by facsimile, upon transmission with confirmation of delivery; or (e) if sent by registered or certified mail, three (3) business days after deposit in the mail addressed to the applicable Party at the address for such Party set forth below or at such other address as such Party may designate by like notice:

College: Collin County Community College  
Attn: District President  
3452 Spur 399  
McKinney, Texas 75069

Matkin: Dr. H. Neil Matkin  
3452 Spur 399  
McKinney, Texas 75069

Jenkins: Dr. Toni Jenkins  
3452 Spur 399  
McKinney, Texas 75069

Employee: Suzanne Jones  
2700 Loftsmoor Lane  
Plano, Texas 75025

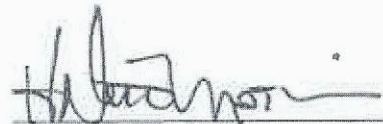
Any Party may change its address for the service of notice by giving notice of such change to the other Party five (5) business days prior to the effective date of such change.

I. Acknowledgments. The Parties further acknowledge that they have carefully read this Agreement, that they have consulted with their attorneys prior to executing this Agreement, that they have had an opportunity for review of it by their attorneys, that they fully understand its

final and binding effect, that the only promises made to them to sign this Agreement are those stated above and that they are signing this Agreement voluntarily. The Parties also acknowledge that signatures obtained via e-mail, scan, or facsimile are sufficient to execute this Agreement. The Parties agree that an electronic signature is the legally binding equivalent to a handwritten signature, and has the same validity and meaning as a handwritten signature.

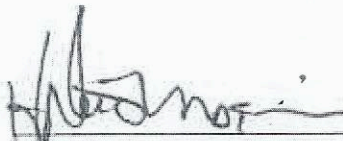
  
SUZANNE E. JONES

Date: 11-3-22

  
For COLLIN COUNTY COMMUNITY  
COLLEGE DISTRICT

Date: 11/1/2022

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DR. H. NEIL MATKIN

Date: 11/1/2022

Toni P. Jenkins  
**DR. TONI JENKINS**

Date: November 1, 2022

# **Settlement Agreement and Release**

## **Exhibit "A"**

January \_\_, 2025

Re: Resignation Letter of Dr. Suzanne E. Jones

Dear Dr. Matkin:

I started working at Collin College full-time since 2012. I have enjoyed working with my colleagues in the Education Department and other faculty and staff at Collin College. I hereby submit my irrevocable resignation from employment effective February 1, 2025.

Sincerely,

Dr. Suzanne E. Jones

# **Settlement Agreement and Release**

## **Exhibit "B"**



**Suzanne Jones v. Collin College – Draft 10-31-22**

A negotiated settlement has been reached in the lawsuit brought by Dr. Suzanne Jones against Collin College, with the agreement of all parties in the case. As part of that agreement, Dr. Jones will teach exclusively as part of iCollin, Collin's virtual campus, until February 1, 2025.

Collin College is committed to its vision of creating a brighter future for its students and communities. Dr. Jones has always thought highly of the College and knows it does amazing work in the county. She is very happy to return and be part of its culture of excellence.

Collin College recognizes that Dr. Jones is a great teacher and during her time at the college demonstrated good performance through high evaluations and was respected by her students and many of her colleagues. Dr. Jones is excited about her return to the classroom and is grateful to the administration for the opportunity to teach bright minds at the college.

# **Settlement Agreement and Release**

## **Exhibit "C"**

January \_\_, 2025

Re: Reference Letter for Dr. Suzanne Jones

Dear Sir or Madam:

Dr. Suzanne E. Jones was employed by Collin College first as an adjunct instructor from 2000 until 2011, and then on a full-time basis from 2012 until 2021, and again from January 2023 to February 1, 2025. Dr. Jones is engaged professionally and stays current in her discipline by attending professional development presentations and lectures.

At Collin College, Dr. Jones taught a variety of courses in the college's Education Department, teaching courses in the discipline of Education (EDUC), as well as Integrated Reading/Writing (INRW). From 2015 to 2018 she served as the discipline lead for INRW and conducted workshops for the College. Dr. Jones has received positive classroom evaluations and student evaluations of instruction.

Her service at the College was also extensive. She was an elected member of our Faculty Council, a recipient of the Faculty Fellows Innovation Grant, and was selected for an Engaged Faculty scholarship to be awarded to a student in her name.

Dr. Jones is an excellent faculty member who is known for being particularly engaging with her students to achieve success in the classroom. The College wishes Dr. Jones the best in her future endeavors, and I recommend her for this position.

Sincerely,

Abe Johnson, Ed.D.

Senior Vice President – Campus Operations