

3, 2014, subject to 25 NCAC 01J.0614(6)(c).

3. **SALARY REINSTATEMENT AND FRONT PAY.** Respondent will reinstate Petitioner's salary of NINETY THREE THOUSAND SEVEN HUNDRED EIGHTY SIX DOLLARS AND NO CENTS (\$93,786.00) effective September 4, 2014. As part of the study on the psychological classifications, a 10% reallocation increase in salary shall be effective March 1, 2015 which will increase the Petitioner's salary to ONE HUNDRED THREE THOUSAND ONE HUNDRED SIXTY FIVE DOLLARS AND NO CENTS (\$103,165). To correct Front Pay and upon approval from the N.C. Office of State Human Resources, the Petitioner's salary shall be increased to ONE HUNDRED THREE THOUSAND ONE HUNDRED SIXTY FIVE DOLLARS AND NO CENTS (\$103,165) effective May 1, 2015, which includes the 10% reallocation increase for the psychological classification.

4. **PAYMENT OF BACK PAY.** For the period from September 4, 2014 to February 28, 2015, Respondent will pay Petitioner backpay based on the difference between NINETY THREE THOUSAND SEVEN HUNDRED EIGHTY SIX DOLLARS AND NO CENTS (\$93,786.00) and the demoted salary of SEVENTY NINE THOUSAND TWO HUNDRED FOUR DOLLARS AND NO CENTS (\$79,204.00). For the period from March 1, 2015 to April 30, 2015, Respondent will pay Petitioner backpay based on the difference between ONE HUNDRED THREE THOUSAND ONE HUNDRED SIXTY FIVE DOLLARS AND NO CENTS (\$103,165) and the demoted salary of SEVENTY NINE THOUSAND TWO HUNDRED FOUR DOLLARS AND NO CENTS (\$79,204.00) The back pay will reflect any tax withholdings required by state and federal law and required employee Retirement contributions. To receive this back pay, the Petitioner and Respondent must execute a statement of back pay for submission to the N.C. Office of State Human Resources and the N.C. Office of State Budget and Management. The back pay will be paid after the N.C. Office of State Human Resources and N. C. Office of State Budget and Management have approved of the payment and it has been processed by the BEST Shared Services Section of the N.C. Office of State Controller.

5. **PAYMENT OF ATTORNEY'S FEES.** Respondent will pay Petitioner's attorney's fees in the amount of \$2500.00.

6. **PETITIONER'S VOLUNTARY DISMISSAL OF PETITION.** Execution of this Agreement shall constitute a voluntary dismissal of the Petition. Additionally, within 10 days of receiving an executed copy of this Agreement, Petitioner shall file with the OAH a voluntary dismissal of the Petition pending at the Office of Administrative Hearings, *John Monguillot v. NCDPS* (Office of Administrative Hearings File No. 14 OSP 10047).

7. **RELEASE.** In return for the consideration recited above, Petitioner does hereby release, forever discharge, and waives all claims and causes of action, including any administrative claim or claim under state or federal law, that he may have had against the Respondent and all past or present agents and employees of the Respondent, in both their official and individual capacities, as of the date of this agreement.

8. NO ADMISSION OF LIABILITY. Each party understands and agrees that this Settlement Agreement and Release represents a compromise of disputed claims and is intended merely to terminate any and all claims and avoid further litigation among the parties. Entry into this Settlement Agreement and Release is not to be construed as an admission of liability and the Respondent expressly denies it is liable to Petitioner under any theory of law for any of its actions.

9. FULL COOPERATION. The parties agree to cooperate fully to execute any and all supplementary documents necessary to effectuate this Agreement, and to take all additional actions that may be necessary to give full force and effect to the terms of this Agreement.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this settlement except as expressly set forth herein.


11. READING OF AGREEMENT. Petitioner hereby acknowledges that he has read this Agreement, has conferred with his attorney, fully understands its contents, consents to the settlement of her claims on the terms set forth herein, and does so in reliance upon his own judgment and advice of his attorneys and not in reliance on any other representations or promises of the Respondent, its representatives, or its attorneys.

12. SEVERABILITY. If any provision of this Agreement or the application of any term or provision to any person or circumstances is invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision or person or circumstances other than those as to which it is held invalid, or unenforceable, will not be affected and will continue in full force.

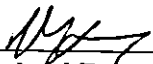
13. EFFECTIVE DATE. This Agreement is effective when fully executed by all parties.

IN WITNESS WHEREOF, this Settlement and Release Agreement is executed in duplicate originals as indicated below.

This the 27 day of ~~March~~^{April}, 2015.

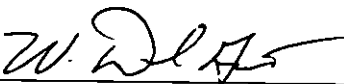


John Monguillot
Petitioner (SEAL)

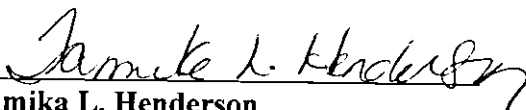


Michael Byrne
Attorney for Petitioner

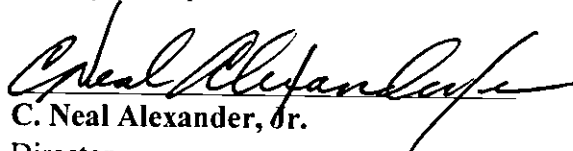
APPROVED BY:



W. David Guice
Commissioner, Adult Correction & Juvenile Justice
N. C. Department of Public Safety (SEAL)



Tamika L. Henderson
Attorney for Respondent



C. Neal Alexander, Jr.
Director
N.C. Office of State Human Resources
STATE OF NORTH CAROLINA

Acknowledgement

STATE OF NORTH CAROLINA

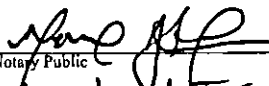
COUNTY OF WATAUGA

I certify that John Monquillot personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Settlement and Release Agreement
Name or description of attached document

I further certify that:

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC DL
type of identification
- A credible witness, _____, has sworn or affirmed to me the
name of credible witness
identity of the principal, and that he or she is not a named party to the foregoing document, and has no interest in the transaction.

Date: April 21, 2015


Notary Public
Michael J Salzano
Typed or Printed Notary Name

My commission expires: March 29, 2019

(Official Seal)

