

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“**Agreement**”) is made by and between Houston Community College (“**HCC**”) and Renee Byas (“**Ms. Byas**”). HCC and Ms. Byas are collectively referred to as the “**Parties**” and individually as “**Party**.”

RECITALS

- A. From 2008-2014, Ms. Byas served as General Counsel for HCC. During 2013 and part of 2014, Ms. Byas also was promoted to Acting Chancellor for HCC.
- B. While Ms. Byas was employed by HCC, disputes arose between HCC and Ms. Byas.
- C. On September 25, 2014, HCC filed a Petition for Declaratory Judgment in the 55th Judicial District Court of Harris County, Texas, which was assigned the cause number 2014-55319 (“the Lawsuit”).
- D. On October 27, 2014, Ms. Byas filed an Answer, Affirmative Defenses, and Counterclaims against HCC in the Lawsuit, alleging Breach of Contract, violation of Section 554.002 of the Texas Government Code, and seeking her own declaratory judgment.
- E. The Parties amended their pleadings in the Lawsuit from time to time.
- F. On July 31, 2015, the Parties and their respective counsel attended a mediation to determine whether an out-of-court resolution could be reached with respect to the Lawsuit. During mediation, the Parties reached an agreement to settle all disputes and issues between them, subject to the approval of HCC’s Board of Trustees. HCC’s Board of Trustees has approved the terms of the Parties’ settlement, as reflected in this Agreement.
- G. It is the Parties’ desire to memorialize their settlement with this Agreement, which is intended to settle the claims and disputes presently between them.
- H. The Parties acknowledge and recognize that this Agreement in no way constitutes an admission of liability of any sort, and is solely for the purpose of compromising and settling disputed claims and avoiding litigation in the Lawsuit.

TERMS AND CONDITIONS

In consideration of the matters discussed in the recitals, the mutual promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meanings given to them below.

1.1 "Released Claims" means and includes all claims and disputes that were asserted or could have been asserted by any Party in the Lawsuit, as well as all claims and disputes arising out of or related to Ms. Byas's employment at HCC, including, without limitation, any previously or presently existing assertion, allegation, claim, demand, right, debt, request for indemnification, request for payment, request for reimbursement, cause of action, liability, loss, damage (including, without limitation, incidental, consequential or punitive damages), deficiency, remedy, judgment, lien, penalty, cost, expense, attorney fee, interest, right to indemnification, right to reinstatement, suit and proceeding of every kind, at law or in equity, arising out of or relating to any common law and/or any statute (including but not limited to Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991, the Texas Commission on Human Rights Act, the Texas Labor Code, the Texas Pay Day Law, retaliation and other claims under Chapter 451 of the Texas Labor Code, the Texas Workers' Compensation Act, the Texas Whistleblower Act, the Age Discrimination in Employment Act; the Older Workers' Benefit Protection Act, the Fair Labor Standards Act, the Rehabilitation Act, the False Claims Act, the Family and Medical Leave Act, the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the Employee Retirement Income Security Act ("ERISA"); the Occupational Health & Safety Act, the Americans with Disabilities Act, the United States Constitution (including all amendments), the Texas Constitution, the Texas Health & Safety Code, 42 U.S.C. Section 1981, 42 U.S.C. Section 1983, and 42 U.S.C. Section 1985) regardless of whether any of the foregoing are asserted or unasserted, now known or hereinafter discovered, matured or unmatured, or accrued, contingent or potential, and regardless of whether any of the foregoing have resulted now or could result in the future in the commencement of a lawsuit, the filing of a claim, or a legal proceeding of whatsoever kind, and regardless of whether any of the foregoing have resulted now or could result in the future in a final and appealable order, ruling or judgment. Notwithstanding the foregoing, however, Released Claims does not include obligations expressly created by this Agreement.

1.2 "HCC Released Parties" means HCC, its employees, trustees, and individual colleges, and each of their respective insurers, agents, employees, attorneys, successors, heirs, and assigns.

1.3 "Byas Released Parties" means Ms. Byas, and her insurers, agents, employees, attorneys, successors, heirs, and assigns.

1.4 “Released Party” means any of the HCC Released Parties and any of the Byas Released Parties, respectively.

1.5 “Governmental Authority” means any court, tribunal, arbitrator, authority, agency, commission, counsel, official or other instrumentality of the United States, any foreign country, or any domestic or foreign state, county, city, school district or other political subdivision, or any similar governing entity.

2. Payment. The total consideration to be paid pursuant to this Agreement is \$850,000 (\$700,000 of which shall be paid by HCC’s insurance carrier). Within fifteen (15) days following the full and complete execution and delivery of this Agreement, HCC will pay or cause to be paid to Ms. Byas the sum of Five Hundred Thousand U.S. Dollars (\$500,000) and her counsel the sum of Three Hundred Fifty Thousand Dollars (\$350,000). The settlement proceeds shall be paid as follows: (a) one check made payable to Renee Byas in the amount of \$150,000 (the “W-2 Settlement Payment”); and (b) a wire transfer to Rusty Hardin & Associates, LLP, IOLTA account in the amount of Seven Hundred Thousand U.S. Dollars (\$700,000), for legal fees, expenses, alleged damages permitted under Tex. Govt. Code § 554.003, and reimbursement of fees and expenses incurred by Ms. Byas for withdrawals made from her retirement account during the pendency of the Lawsuit (the “1099 Settlement Payment”). Before such payments can be made, Rusty Hardin & Associates, LLP must provide HCC’s counsel with the firm’s Form W-9, and Ms. Byas must provide HCC with her Form W-9 and completed Medicare Form.

3. Taxes. Ms. Byas understands and agrees that HCC is not providing any tax or legal advice and that it makes no representation regarding any tax obligations or consequences, if any, related to this Agreement. Ms. Byas agrees that she shall be exclusively responsible for the payment of any federal and state taxes that may be due from her as the result of the consideration paid to her under this Agreement, except that the Parties agree that the W-2 Settlement Payment shall be reported on a Form W-2 and subject to standard federal income tax withholding by HCC. HCC or its counsel will issue a 1099 to Rusty Hardin & Associates, LLP, for the 1099 Settlement Payment described above.

Ms. Byas agrees to fully indemnify and hold harmless HCC from allocation of any taxes, interest, and penalties related to the payments described in this Agreement, except any payroll taxes and deductions that may be required of HCC by state and federal taxing authorities with respect to the W-2 Settlement Payment.

4. The \$850,000 aggregate payment described above represents the entire sum of money to be paid under any provision of this Agreement.

5. Release of Byas Released Parties. HCC, on behalf of itself and any other person or entity acting by, through, and under HCC, hereby releases, waives, acquits, and forever discharges each of the Byas Released Parties from any and all Released Claims.

6. Release of HCC. Ms. Byas, on behalf of herself and any other person acting by, through, and under Ms. Byas, hereby releases, waives, acquits, and forever discharges each of the HCC Released Parties from any and all Released Claims.

7. Dismissal of Lawsuit. Within five (5) business days after the payment set forth in Section 2 above, the Parties will file an Agreed Motion to dismiss the Lawsuit with prejudice in the 55th Judicial District Court of Harris County, Texas, and will cooperate with each other with respect to any additional steps reasonably deemed necessary to effectuate such dismissal.

8. Covenant Not to Sue. The Parties covenant and agree that, except as may be compelled by legal process, they will not raise or in any way pursue any Released Claim in any forum of any kind, including without limitation, the federal, state or local courts, any arbitral forum, or federal, state or local agencies or offices of any kind, be they administrative, regulatory, judicial, quasi-judicial, arbitral or otherwise. The Parties further agree that, except as compelled by legal process, they will not aid, assist, abet or in any way encourage any third party in any way to pursue any Released Claim.

9. Acknowledgements. In executing this Agreement, each of the Parties acknowledges, represents, warrants, and confirms to each other Party: that it/she has carefully read and does understand the effects of this Agreement; that it/she has the authority to enter into this Agreement; that it/she has received valid and sufficient consideration under this Agreement; that in executing this Agreement, it/she has conducted its/her own investigation and evaluation of the matters covered by this Agreement, has relied solely upon the advice of its/her own counsel and expressly disclaims reliance on any representation, understanding or agreement not set forth herein; that no promise or agreement which is not herein expressed has been made to it/her in connection with this Agreement; that it/she has not sold, assigned or transferred any claims it may have against any or all of the other Released Parties with respect to the matters released by this Agreement; that this Agreement is executed as a free and voluntary act, without any duress, coercion, or undue influence exerted by or on behalf of any person or entity; and the Parties each expressly disclaim the existence of any fiduciary duty owed by either Party to the other with respect to the negotiation and execution of this Agreement. The terms of this Agreement are contractual and not merely recitals, and the agreements herein contained and the consideration transferred is to compromise the referenced Released Claims and to avoid further expense and distraction of litigation.

10. No Admission of Liability. This Agreement is a compromise of disputed claims. The Parties acknowledge and agree: (1) that neither the giving nor acceptance of the consideration herein shall in any manner or fashion be construed or used as an admission of liability of wrongdoing; and (2) that the giving and acceptance of the consideration herein is for the sole and exclusive purpose of compromising and settling the disputes discussed herein and avoiding litigation.

11. Attorneys' Fees and Costs. Except to the extent provided in this Agreement, the Parties shall bear their own attorneys' fees, expenses and costs arising

from the matters being negotiated and settled herein, and from the preparation and execution of this Agreement; provided, however, that the prevailing party in any litigation to enforce the terms of this Agreement, shall be entitled to recover its legal fees and costs.

12. Nondisparagement. The Parties agree not to disparage each other personally or professionally about the matters and issues made the basis of the Lawsuit. For the avoidance of doubt, the Parties understand and agree that HCC cannot be held responsible for the speech of any person other than an HCC employee communicating on behalf of HCC. However, if any HCC Board member or other HCC representative who is not an employee of HCC disparages Ms. Byas, then Ms. Byas may respond to such disparaging comments without violating this Agreement.

13. Return of Documents. Ms. Byas agrees that, within thirty (30) days of executing this Agreement, she shall return to HCC all HCC-related documents (including but not limited to documents in electronic form) that came into her possession, custody or control during her employment at HCC. To the extent such documents are merely copies of documents that HCC still maintains in its files, Ms. Byas can comply with this paragraph by destroying her copy(ies) and certifying compliance in writing to HCC within the same thirty (30) day time frame. The obligations set forth in this Paragraph 13 are in addition to, and not in place of, the Parties' obligations under the Court's April 28, 2015 Confidentiality Order.

14. Re-Application. In light of her previous claims for reinstatement, Ms. Byas expressly waives any and all employment, re-employment, and/or reinstatement rights or opportunities with HCC and agrees that she will not in the future apply for employment at HCC. HCC agrees that Ms. Byas's final Personnel Action Form will reflect that Ms. Byas resigned on August 22, 2014, and is "rehire eligible."

15. Letter of Reference: Upon execution of this Settlement Agreement, HCC will provide Ms. Byas with a basic letter of reference in the form attached as Ex. "A" hereto.

16. Age Discrimination Release. Ms. Byas understands that she has seven (7) days after signing this Agreement to revoke her release as to any claims arising under the Age Discrimination in Employment Act; the Older Workers' Benefit Protection Act, or any age discrimination claims arising under the Texas Commission on Human Rights Act or the Texas Labor Code, only, and for no other claims. For all other claims and potential claims, the releases conveyed in this Agreement shall be binding and effective immediately on the date of signature by Ms. Byas. If Ms. Byas intends to revoke the release as to any claims arising under the Age Discrimination in Employment Act, the Older Workers' Benefit Protection Act, or any age discrimination claims arising under the Texas Commission on Human Rights Act or the Texas Labor Code, she must provide HCC's counsel of record (in the Lawsuit) with written notice within seven (7) days after signing the Agreement. If Ms. Byas provides such notice, HCC shall then have the unilateral right to rescind this Agreement, in HCC's sole discretion, within seven (7) days of receipt of the notice described in the previous sentence.

17. Complete Agreement. This Agreement contains the complete agreement between the Parties regarding the final resolution of all matters discussed herein.

18. Amendments, Modifications and Assignments. This Agreement may not be amended, modified, or assigned except by written agreement of all the Parties.

19. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to the principles of conflict of laws.

20. Rules of Construction. This Agreement has been negotiated and drafted by all of the Parties and their representatives. No rule of construction shall apply to this Agreement construing its provisions in favor of or against any Party.

21. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one instrument. Signatures sent by facsimile or scanned and sent by email are acceptable and will be deemed an original.


22. Waiver. The Parties expressly waive the benefits of any statutory provision or common law rule that provides, in sum or substance, that a release does not extend to claims that the Party does not know or expect to exist in the Party's favor at the time of executing the release, which if known by the Party, would have materially affected its settlement with the other Party.

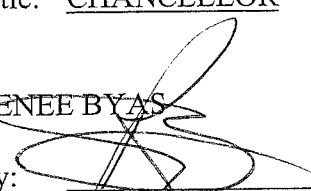
23. No Waiver. The failure of any of the Parties at any time to enforce any provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

24. Incorporation of Recitals. The Parties acknowledge, stipulate and agree that the Recitals set forth above are, as to each of them, accurate, true and correct and are incorporated herein by reference.

EXECUTED and AGREED by the Parties on August 12, 2015:

HOUSTON COMMUNITY COLLEGE

By: 
Name: DR. CESAR MALDONADO
Title: CHANCELLOR


RENEE BYAS
By: _____
Name: RENEE BYAS

Ex. A

To Whom It May Concern:

I write regarding Renee Byas, former general counsel of Houston Community College System ("HCC"). She served as HCC's general counsel from 2008 through 2014. From 2013 through May 2014, Ms. Byas was promoted to and assumed the role of acting chancellor of the institution.

During her tenure while I served as Chancellor Ms. Byas was dedicated to HCC, and I observed that she always had HCC's best interests in mind.

Regards,

Cesar Maldonado