

NORTH CAROLINA

JOHNSTON COUNTY

**RESIGNATION AND GENERAL RELEASE
AGREEMENT**

THIS RESIGNATION AND GENERAL RELEASE AGREEMENT (the "Agreement") is made and entered into effective as of the 15th day of April, 2022, by and between **THE TRUSTEES OF JOHNSTON COMMUNITY COLLEGE**, party of the first part (the "Board"), and **DAVID N. JOHNSON**, party of the second part ("Dr. Johnson"). The Board and Dr. Johnson are each a "Party" and collectively are the "Parties."

RECITALS

A. Dr. Johnson is presently employed by the Board as President of Johnston Community College ("the College") pursuant to that Contract of Employment between the Parties effective as of June 30, 2019 (the "Contract").

B. Pursuant to Article 10 of the Contract, the Parties have agreed to terminate the Contract and have further agreed that Dr. Johnson's employment as President shall terminate as provided herein.

C. The Parties have reached an agreement as to the terms and conditions of Dr. Johnson's separation from the College and have set forth such terms and conditions herein.

D. The Parties mutually desire to enter into this Agreement to reflect the resolution of any and all matters concerning the Parties' employment relationship.

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

1. **Termination of Existing Contract.** The Parties mutually agree that the Contract

between the Parties be and hereby is terminated, effective immediately.

2. **Resignation.** Dr. Johnson hereby resigns from employment as President of the College effective as of May 15, 2022 (the “Resignation Date”), and the Board accepts such resignation. Dr. Johnson will submit to the Board a formal letter of resignation consistent with this Agreement on or before April 15, 2022. Between April 15, 2022 and the Resignation Date, Dr. Johnson will continue to perform his duties as directed by the Board. Notwithstanding the foregoing, Dr. Johnson is not required to report to campus between April 15, 2022 and the Resignation Date to complete his duties. The Board will continue to provide compensation to Dr. Johnson between the effective date of this Agreement and the Resignation Date at his current rate of pay as of the effective date of this Agreement. In addition, Dr. Johnson will continue to be eligible for all benefits he is currently entitled to receive in accordance with such benefit plans and policies as they may be adopted by the College from time to time.

3. **Announcement.** Dr. Johnson has prepared a draft statement announcing his separation from the College to be distributed to the College community and news media. The Board retains final authority over the wording of the announcement; notwithstanding the foregoing, the Parties agree that the final, approved announcement that will be circulated to the public is attached as **Exhibit A.** Dr. Johnson will send the announcement from his College email account to the “JCC All Campus” listserv before 5:00 p.m. on April 15, 2022.

4. **Valuable Consideration to Dr. Johnson.** As consideration for executing this Agreement, the Board will pay to Dr. Johnson severance in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00); and vacation and bonuses which have accrued as of May 15, 2022 and which are payable in accordance with Board policy. Payment shall be made in one lump sum on the next regular pay date for employees of the College following the Resignation Date.

5. **Reasonable Cooperation.** During the transition until the next Interim or Acting President is appointed, but in no event beyond December 31, 2022, Dr. Johnson will, upon request, provide reasonable cooperation to the Board, the College and the JCC Foundation in administrative matters including, but not limited to, personnel issues, EEOC and other legal claims, audits, donors and SACS accreditation.

6. **Non disparagement.** The Parties agree not to make any defamatory, disparaging or derogatory comments about the other. The Parties agree not to provide information, issue statements or take any action that would cause embarrassment or humiliation or otherwise cause or contribute to the other being held in disrepute. The Board agrees to direct Dr. Johnson's immediate successor as President of the College, whether serving in the position on a permanent, interim or acting basis, to comply with the provisions of this Paragraph 6.

7. **Non-admission of Liability.** It is understood that the Parties, by entering into this Agreement, in no way admit any liability to any party or that it has in any way violated any state or federal law or any other law, regulation or College policy.

8. **Releases and Covenants Not to Sue by Dr. Johnson.** In consideration of the rights and obligations created by this Agreement, the sufficiency of which is acknowledged, Dr. Johnson, personally, jointly or severally, and for all persons or entities that could or might act on Dr. Johnson's behalf, fully and forever releases and discharges the Board, its past, present, and future members, officers, employees, administrators, agents, and insurers (collectively, "Releasees") of and from any and all actions, causes of action, claims, demands, liabilities, damages, compensation, costs and expenses, including attorney's fees (collectively "Claims"), which Dr. Johnson may now have arising from any acts or omissions from the beginning of time to the date of this Agreement, whether or not Dr. Johnson presently knows of such acts or omissions, and covenants never to institute a lawsuit or

any legal proceedings of any kind related to such Claims. This general release includes within its scope all legal and equitable claims. These releases do not release rights and obligations created by this Agreement.

9. **Releases and Covenants Not to Sue by the Board.** In consideration of the rights and obligations created by this Agreement, the sufficiency of which is acknowledged, the Board, personally, jointly or severally, and for all persons or entities that could or might act on the Board's behalf, fully and forever releases and discharges Dr. Johnson, his agents and insurers (collectively, "Releasees") of and from any and all actions, causes of action, claims, demands, liabilities, damages, compensation, costs and expenses, including attorney's fees (collectively "Claims"), which the Board may now have arising from any acts or omissions from the beginning of time to the date of this Agreement, whether or not the Board personally presently knows of such acts or omissions, and covenants never to institute a lawsuit or any legal proceedings of any kind related to such Claims. This general release includes within its scope all legal and equitable claims. These releases do not release any of the rights and obligations created by this Agreement.

10. **Dispute Resolution.** All (without limitation or exclusion) claims and disputes between the Parties shall be resolved by binding arbitration under the Revised Uniform Arbitration Act (N.C. Gen. Stat. § 569.1 *et seq.*). Venue is exclusively in Johnston County. Each Party shall submit a list of three AOC certified mediators or arbitrators to the Senior Resident Superior Court Judge for Judicial District 11-B who shall select one to serve as the arbitrator of the Parties' dispute. Appointment by the Court is an administrative act not requiring a formal lawsuit. It shall be handled through "Communications with the Court" under the Local Rules for Judicial District 11-B. The arbitrator's award shall be binding. In his discretion, the arbitrator may tax against the losing Party and in favor of the Party substantially prevailing all or part of the costs of the

arbitration, arbitrator's fees, the prevailing party's attorney's fees pursuant to N.C. Gen. Stat. §6-21.2 and/or N.C. Gen. Stat. §6-21.6, interest, and costs.

11. **Severability**. If any provision of this Agreement, or portion thereof, shall be held to be invalid or otherwise unenforceable, then such provision (or portion thereof) shall be deemed automatically amended by the Parties to the minimum extent necessary to render it valid and enforceable. If the provision (or portion thereof), even as amended, would nevertheless be void as a matter of law, it shall be deemed stricken from the Agreement. In either event, the provisions of this Agreement shall be independent of and separable from each other, and no provision shall be rendered invalid, void or unenforceable by virtue of the fact that any other provisions (or portions thereof) are invalid, void or unenforceable, either in whole or in part.

12. **Modification**. This Agreement shall not be modified except in a writing signed by or on behalf of the Parties.

13. **Counterparts/Execution**. Multiple copies of this Agreement may be executed by the Parties, each of which shall be deemed to be an original, but all of which shall be deemed to be but one and the same agreement. Facsimile signatures upon this instrument shall have the same legal and binding effect as original signatures.

14. **Time is of the Essence**. Time is of the essence under this Agreement.

15. **Applicable Law**. This Contract shall be governed by and enforced in accordance with law of the State of North Carolina.

16. **Binding Effect**. This Agreement shall be binding in all respects upon, and shall inure to the benefit of, the heirs, successors and assigns of the Parties.

17. **Integration**. This Agreement constitutes the entire agreement of the Parties and a complete merger of prior negotiations, understandings, and agreements.

THE TRUSTEES OF JOHNSTON
COMMUNITY COLLEGE

By: Lyn Toney Austin (SEAL)
Lyn Toney Austin, Chair

ATTEST:

Henry Daniels
Acting Secretary to the Board

NORTH CAROLINA

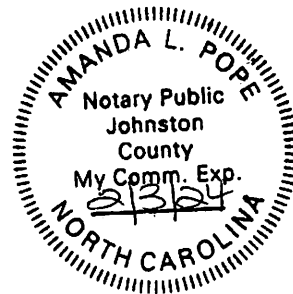
JOHNSTON COUNTY

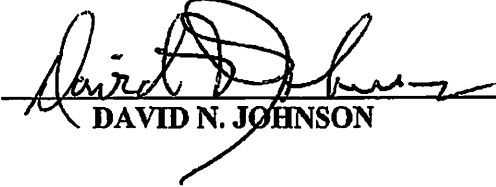
I, Amanda L. Pope, a Notary Public of the County and State aforesaid, certify that Henry Daniels, personally came before me this day and acknowledged that he is Acting Secretary to **THE TRUSTEES OF JOHNSTON COMMUNITY COLLEGE**, a body corporate, that by authority duly given and as the act of The Trustees of Johnston Community College, the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal and attested by him acting as Acting Secretary to the Board for the purposes hereof.

Witness my hand and official seal, this 15th day of April, 2022.

Amanda L. Pope
Notary Public

My Commission Expires: 2/3/24





DAVID N. JOHNSON (SEAL)

NORTH CAROLINA

JOHNSTON COUNTY

I, Sandra R. Millard a Notary Public, in and for the State and County aforesaid, do hereby certify that **DAVID N. JOHNSON** personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this 15 day of April, 2022.



Notary Public

My Commission Expires:

9/2/23

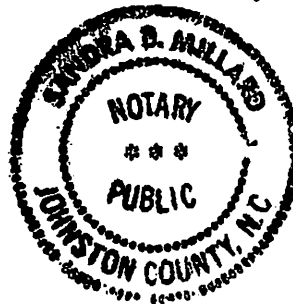


EXHIBIT A

(Subject line) New Opportunities Ahead

Dear Colleagues:

After serving as JCC's president for the last 13 years, it is with mixed emotions that I announce I will be stepping down from my position May 15, 2022. While I am excited to pursue new opportunities ahead, I am able to look back with satisfaction on the work we have done together to chart a pathway to success for the thousands of students who have benefited from JCC's educational programs.

TOGETHER, we implemented the One College model, our institutional commitment and philosophy for student success.

TOGETHER, we renovated and completed new campus facilities, including the Health Building, Learning Resource Building, and Student Success Center.

TOGETHER, we have added new program offerings, including Supply Chain Management, LPN, Digital Media, Cybersecurity, and Entrepreneurship.

TOGETHER, JCC was selected as the winner of the 2018 Bellwether Award, in recognition of our outstanding and innovative programs and practices that are leading community colleges into the future.

TOGETHER, we have increased the JCC Foundation's endowment to an amount over \$10 million.

TOGETHER, we have implemented programs to enhance belonging at JCC and a renewed spirit of diversity and inclusion within our community.

TOGETHER, we are in the process of building a state-of-the-art Engineering building.

And TOGETHER, we weathered the uncertainties and difficulties—often in both our personal and professional lives—brought on by the COVID-19 pandemic. I am grateful that TOGETHER we have maneuvered through the last 2+ years with fortitude and resilience. JCC is stronger now than ever before.

This good work we have done together has made a difference in so many lives across Johnston County. With hope and certainty, I look forward to the future of JCC and its continued impact on the students it serves. It has been my honor to lead JCC.

Sincerely,

David N. Johnson