

SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between Nikole Hannah-Jones (“Ms. Hannah-Jones”) and The University of North Carolina at Chapel Hill (“UNC-CH”), organized under the Board of Governors of The University of North Carolina, a state-supported institution of higher education and constituent institution of The University of North Carolina, acting by and through its authorized officials;

WHEREAS, Ms. Hannah-Jones applied for a tenured position at the Hussman School of Journalism and Media at UNC-CH.

WHEREAS, Ms. Hannah-Jones and UNC-CH (referred to together as the “Parties”) desire to resolve all matters arising out of or during Ms. Hannah-Jones’s application for a tenured position with the University on mutually agreeable terms, including matters that gave rise to the EEOC Charge No. 433-2021-02065 (filed by Ms. Hannah-Jones on June 14, 2021).

NOW, THEREFORE, in consideration of the mutual promises and releases contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to the following terms in this settlement agreement (the “Agreement”) in full satisfaction of all claims or potential claims which have been, or could be, asserted by Ms. Hannah-Jones against UNC-CH or any entities or individuals listed in Section III., below:

I. WARRANTIES

Each party warrants and represents to the other that (i) it has been fully informed and has full knowledge of the terms, conditions, and effects of this Agreement and requires no other information from the other to enter into this Agreement, (ii) no promise or inducement has been offered or made except as explicitly set forth herein and that this Agreement is being executed without reliance upon any statement or representation by any other party or its agents, and (iii) it has been advised to consult with legal counsel and has had sufficient opportunity to do so prior to executing this Agreement.

II. OBLIGATIONS

A. Ms. Hannah-Jones’s Obligations:

1. Ms. Hannah-Jones agrees to the terms of the releases and assurances in Section III. of this Agreement;

2. Ms. Hannah-Jones agrees, consistent with Section VII of this Agreement, to be responsible for any and all federal, state, and/or local tax liability or consequences that could arise as a result of the benefits set forth in Paragraph II.B., below.

3. Ms. Hannah-Jones agrees that she will not apply or reapply for employment with UNC-CH for a period extending through January 1, 2028, whether as a direct employee, a temporary or leased employee, independent contractor or otherwise. Ms. Hannah-Jones further acknowledges and agrees that UNC-CH has no obligation, contractual or otherwise, to hire, rehire, or employ her in the future. This provision does not restrict Ms. Hannah-Jones's right to participate, speak, or attend any University-sponsored meetings, events, or symposia, or otherwise participate in any non-employment capacity with the University.

B. UNC-CH's Obligations:

1. Settlement Payment. Following expiration of the seven (7) day revocation period set forth in Paragraph III. 6 below, UNC-CH will pay Ms. Hannah-Jones the total gross amount of \$74,999.99 which addresses all of Ms. Hannah-Jones's claims for actual, alleged, or potential damages and expenses, and attorney's fees, including \$35,000 attributable to the reimbursement of expenses.

2. Campus Initiatives. Consistent with its stated goal to promote inclusivity, accelerate investment in mental health counseling, and continue funding- programs and initiatives through the Office of the Provost, UNC-CH will be moving forward with the following in support of its strategic plan, Carolina Next: Innovations for Public Good:

a. *Inclusive search processes*. Training 20 UNC-CH faculty and staff, through UNC-CH's Office of Diversity, Equity, and Inclusion, as search and selection process advisors to play an active role in the development of positions, recruitment, screening, interviewing, references, evaluation, and integration of new employees. These search advocates will receive a stipend to serve as consultants or participants in search processes, identifying and promoting search practices that advance diversity and inclusion and limit the influence of biases.

b. *Mental health counseling*. Posting a position for an additional trauma-informed therapist within the Multicultural Health Program no later than July 31, 2022, and hiring a qualified applicant for this position.

c. *Reserved Funds in Provost's Office*. Reserving \$5,000 each fiscal year through June 30, 2025, to be available through the Provost's Office to pay reasonable expenses for meetings, events, and symposia sponsored by the Carolina Black Caucus upon review and approval by Vice Provost Leah Cox. Approval will not be unreasonably withheld.

III. RELEASES AND ASSURANCES

Ms. Hannah-Jones hereby releases, acquits, and forever discharges the State of North Carolina, The University of North Carolina, UNC-CH, the Board of Governors of The University of North Carolina, the Board of Trustees of UNC-CH and all current and former UNC-CH trustees, current and former members of the University of North Carolina Board of Governors, and current and former officers, administrators, agents, and employees of each of these entities or Boards (in

both their official and individual capacities) and all successors of the above-named entities and individuals (collectively, the “Released Parties”) from all claims, actions, causes of action, government agency complaints, demands, rights, damages, costs, sums of money, accounts, covenants, contracts, promises, attorney fees, and all liabilities of any kind or nature whatsoever at law, in equity, or otherwise, which Ms. Hannah-Jones ever had, now has, or may have for all events and occurrences until the date of full execution of this Agreement (the “Claims”).

Ms. Hannah-Jones understands and agrees that the Claims released in Section III of this Agreement include, but are not limited to: (i) any and all Claims based on any law, statute, or constitution or based on contract or in tort or based on common law; (ii) any and all Claims based on or arising under any civil rights laws, labor laws, employment laws or any statute or regulation having applicability to conduct in the workplace, including but not limited to the North Carolina Equal Employment Practices Act, the civil rights laws of any other state or jurisdiction, the federal Age Discrimination in Employment Act (“ADEA”), Title VII of the Civil Rights Act of 1964, the Pregnancy Discrimination Act of 1978 (“Title VII”), the Lilly Ledbetter Fair Pay Act of 2009, the Equal Pay Act of 1963, the Americans with Disabilities Act of 1990 (“ADA”), the Genetic Information Nondiscrimination Act (“GINA”), the Civil Rights Act of 1991, the Worker Adjustment and Retraining Notification Act (“WARN”) and the False Claims Act; (iii) any and all Claims regarding leaves of absence, including but not limited to, any Claims under the Family and Medical Leave Act (“FMLA”); (iv) any and all claims arising under the Fair Credit Reporting Act (“FCRA”); (v) any and all claims under 42 U.S.C. section 1395y(b)(3)(A); (vi) any and all Claims for wages, benefits, severance, bonuses, commissions, reimbursement of expenses or other compensation of any kind; (vii) any and all Claims under any grievance or complaint procedure of any kind; (viii) any and all Claims based on or arising out of or related to Ms. Hannah-Jones’s recruitment by or application for employment or performance of any services in any capacity for, or any business transaction with, any or all of the Released Parties in this instance; (ix) any and all Claims for a personal recovery by Ms. Hannah-Jones in connection with, or arising from, any lawsuit or proceeding brought by any person or entity, public or private, other than Ms. Hannah-Jones (including, but not limited to, Claims brought by or on behalf of the federal or state government, any administrative agency, department or commission); and (x) any and all Claims for Ms. Hannah-Jones’s attorney’s fees, costs, or expenses. Ms. Hannah-Jones also understands and agrees that the Claims released in this paragraph of the Agreement do not include any Claims that may arise after Ms. Hannah-Jones signs this Agreement. More specifically, Ms. Hannah-Jones acknowledges with respect to the rights and Claims waived and released in this Agreement that:

1. She has read and understands this Agreement;

2. She was given at least twenty-one (21) days from the date this Agreement was initially presented to her to accept the terms of the Agreement and that any decision to sign the Agreement before the end of that period was knowingly and voluntarily made and was not induced by UNC-CH through fraud, misrepresentation, or threat to withdraw or alter the Agreement prior to the expiration of the 21-day period;

3. She was advised in writing, via this Agreement, to consult with an attorney prior to executing this Agreement, she has had sufficient time to consult with an attorney before signing the Agreement to understand the meaning and legal implications of this Agreement, and she understands the meaning and legal implications and is signing this Agreement freely and voluntarily;

4. She is releasing all the Released Parties noted in the first paragraph of Section III. of this Agreement from, among other things, any claims of age discrimination under the ADEA or OWBPA;

5. She understands that the release of age discrimination claims contained in this Agreement does not cover any rights or claims with respect to age discrimination that may arise after the date of this Agreement;

6. She understands that this subsection of the Agreement shall not become effective or enforceable until seven (7) calendar days after she has signed the Agreement and that she may revoke this subsection of the Agreement within seven (7) calendar days after signing it by delivering to the UNC-CH Office of University Counsel a notice of her decision to revoke this subsection of the Agreement; and

7. In exchange for her waiving her rights under this Agreement, she has or will receive from UNC-CH good and valuable consideration, including money, beyond that to which she would have been entitled in the absence of her agreement to waive her rights.

IV. NO ADMISSION OF LIABILITY

Each party understands and agrees that this Agreement is a compromise settlement of disputed claims and is intended merely to terminate any and all claims and to avoid further proceedings. As such, this Agreement is not to be construed as an admission of any liability on the part of any of the Released Parties. The Released Parties deny and continue to deny any and all liability. Likewise, this Agreement shall not constitute a precedent for the resolution of any other claim, dispute, or lawsuit. As stated above, the payments described herein are in consideration of the above release and to avoid further dispute.

V. CONSENT TO DISCLOSURE

The parties agree and acknowledge that either Party, and the Released Parties, may disclose the Agreement and/or its terms.

VI. MS. HANNAH-JONES'S UNDERSTANDING OF THE AGREEMENT

Ms. Hannah-Jones warrants and agrees that no promise, other than the promises in this Agreement, has been made to Ms. Hannah-Jones. Ms. Hannah-Jones warrants and agrees that, in signing this Agreement, Ms. Hannah-Jones is not relying upon any statement or representation made by or on behalf of the Released Parties and each or any of them concerning the merits or

value of any Claims or concerning any other thing or matter. Ms. Hannah-Jones warrants and agrees that Ms. Hannah-Jones is relying solely upon Ms. Hannah-Jones's own judgment and that before signing this Agreement, Ms. Hannah-Jones has read it.

VII. ENTIRE AGREEMENT

All Parties agree that this Agreement contains the entire agreement between the Parties with regard to the matters set forth herein, that there are no understandings or agreements, verbal or otherwise, not otherwise clearly expressed herein, and that this Agreement fully supersedes any and all prior discussions, agreements and understandings between the Parties pertaining to the subject matter thereof. This Agreement shall be binding upon and inure to the benefit of the Parties and their agents, officers, employees, successors, assigns, heirs, executors, and administrators.

VIII. TAX MATTERS

Consistent with law and University policy, Ms. Hannah-Jones agrees that she will be solely responsible for any tax payments that are due on the amount she receives under this Agreement. In the event that any agency of the United States or other taxing authority should determine that the sum paid as stated in this Agreement was subject to withholding of taxes, Ms. Hannah-Jones agrees to indemnify and hold the Released Parties harmless for any amount of taxes or penalties that may be found to be due and owing.

IX. GOVERNING LAW AND FORUM SELECTION

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Orange County, North Carolina, where all matters relating to the validity, construction, interpretation, and enforcement shall be determined.

X. SEVERABILITY

If any of the provisions of this Agreement is determined to be invalid or unenforceable, that provision so determined shall be severable from the other provisions of the Agreement, and the Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been included herein.

XI. EFFECTIVE DATE

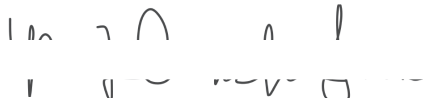
The Effective Date of this Agreement shall be the date on which it has been signed by all Parties. If one party signs the Agreement before the others, the Effective Date shall be the date on which it is signed by the last party.

XII. SIGNATURES AND EXECUTION

The Parties agree that this Agreement may be executed in two or more counterparts, each of which, as well as any electronic copy or photocopy, shall be deemed an original and all of which

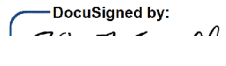
shall constitute one and the same instrument. The Parties also agree that electronic or photocopy signatures shall be treated as original signatures.

By signing this Agreement, Ms. Hannah-Jones agrees to be legally bound by all the terms and conditions set out herein.


Nikole Hannah-Jones

6/27/2022

Date


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Vice Chancellor for Finance & Operations
The University of North Carolina at Chapel Hill

7/2/2022 | 8:30 AM EDT

Date