

From: **Charles L. Welch** cwelch@asusystem.edu
Subject: Fwd: Resignation
Date: August 3, 2016 at 10:40 AM
To: Jeff Hankins jhankins@asusystem.edu



Dr. Charles L. Welch
President
Arkansas State University System

Sent from my iPhone

Begin forwarded message:

From: Tim Hudson <TimHudson@astate.edu>
Date: August 2, 2016 at 9:56:37 PM CDT
To: "Charles L. Welch" <cwelch@asusystem.edu>
Cc: "Tim Hudson ([REDACTED])" <[REDACTED]>
Subject: Resignation

President Welch

Please accept this as my resignation from Arkansas State University. I wish the institution and everyone associated with A-State all success in the future.

Go Red Wolves!

Tim Hudson, PhD
Chancellor
Arkansas State University

SETTLEMENT AGREEMENT AND RELEASE

THIS AGREEMENT is made and entered into on the dates written below by and between Tim Hudson, Ph.D. (“Dr. Hudson”) and Arkansas State University (“ASU”),

WITNESSETH:

WHEREAS, certain actions were taken by Dr. Hudson during the period of his employment with ASU (“the employment”); and

WHEREAS, certain actions were taken by ASU during the period of Dr. Hudson’s employment with ASU; and

WHEREAS, Dr. Hudson denies that he has engaged in any wrongful, tortious or unlawful conduct of any kind with respect to the employment; and

WHEREAS, ASU also denies that it or any of its officers, employees, or agents, has engaged in any wrongful, tortious or unlawful conduct of any kind, and

WHEREAS, in order to avoid the costs and uncertainties of litigation, ASU and Dr. Hudson each desire to compromise and settle any and all claims, causes of action, expenses, or losses of any kind or nature, whether known or unknown, which they have sustained arising out of or related in any way to the employment and the conclusion thereof;

NOW, THEREFORE, ASU and Dr. Hudson agree to the following terms as full and final satisfaction of any and all claims, including any and all claims for principal, interest, costs and attorneys' fees, which could have been asserted by ASU, or by Dr. Hudson, in any litigation related to the employment and the conclusion of Dr. Hudson’s employment at ASU, or any other matter that arose during the term of Dr. Hudson’s employment with ASU.

1. ACTION TO BE TAKEN BY DR. HUDSON. Dr. Hudson agrees to issue an immediate letter of resignation as Chancellor and as a Professor of the College of Business

addressed to ASU System President Charles Welch, effective August 2, 2016, following the execution of this Settlement Agreement and Release by ASU and Dr. Hudson.

2. ACTION TO BE TAKEN BY ASU. ASU shall ensure that all Human Resources records reflect that Dr. Hudson resigned his position Chancellor and as a Professor of the College of Business effective August 2, 2016, and that the resignation was accepted by ASU. ASU will allow Dr. Hudson forty-five (45) calendar days from the date this agreement is executed to vacate the Chancellor's residence located at 1503 East Nettleton, Jonesboro, AR 72401. Dr. Hudson's personnel file will reflect that he is eligible for re-hire at Arkansas State University-Jonesboro in a non-administrative, non-supervisory position. However, Dr. Hudson and ASU mutually agree that he will not seek future employment with Arkansas State University. ASU agrees to provide staff to assist Dr. Hudson in the transportation of a piano, belonging to Dr. Hudson, from campus storage to the Chancellor's residence on or before August 9, 2016. Additionally, ASU will agree to provide staff to assist Dr. Hudson, at a mutually agreeable time, in the removal of personal effects attached to the walls of the Chancellor's residence during the remaining period of time Dr. Hudson is occupying the Chancellor's residence.

3. COMPLETE RELEASE and WAIVER OF CLAIMS. ASU, on behalf of itself and on behalf of all of its campuses, divisions, colleges, departments and insurers (all collectively referred to as "ASU"), hereby releases and forever discharges Dr. Hudson of and from all claims, actions, causes of action, suits, debts, sums of money (including but not limited to principal, interest, attorney's fees and costs), controversies, damages, and demands of any nature whatsoever, in law or in equity, that ASU ever had or now has against Dr. Hudson, from the beginning of time to the present, whether now accrued or hereafter accruing, whether now known or unknown, that are in any way related to, or that arise out of, or that are based upon, Dr.

Hudson's employment with ASU, the ending of Dr. Hudson's employment with ASU, or any other matter that arose during the term of Dr. Hudson's employment with ASU. ASU acknowledges and confirms that it is its intent to fully, completely, and finally resolve and eliminate any liability that was, or could be, asserted against, or imposed on, Dr. Hudson based upon, or arising out of, Dr. Hudson's employment with ASU, the ending of Dr. Hudson's employment with ASU, or any other matter that arose during the term of Dr. Hudson's employment with ASU. Accordingly, ASU hereby knowingly waives, abandons and relinquishes any claim against Dr. Hudson that is based upon, or that arises out of, Dr. Hudson's employment with ASU, the ending of Dr. Hudson's employment with ASU, or any other matter that arose during the term of Dr. Hudson's employment with ASU.

Dr. Hudson, on behalf of himself, and all of his agents, representatives, predecessors, successors, assigns, estate, and potential heirs, hereby releases and forever discharges ASU, its campuses, Board of Trustees, officers, employees, or agents and all of its divisions, colleges, departments and insurers (all collectively referred to as "ASU"), of and from all claims, actions, causes of action, suits, debts, sums of money (including but not limited to principal, interest, attorney's fees and costs), controversies, damages, and demands of any nature whatsoever, in law or in equity, that Dr. Hudson ever had, now has, or which any of his predecessors, successors, estate, potential heirs or assigns have, shall have, or may have, against ASU, or any of them, from the beginning of time to the present, whether now accrued or hereafter accruing, whether now known or unknown, that are in any way related to, or that arise out of, or that are based upon, Dr. Hudson's employment with ASU, the ending of Dr. Hudson's employment with ASU, or any other matter that arose during the term of Dr. Hudson's employment with ASU. Dr. Hudson acknowledges and confirms that it is his intent to fully, completely, and finally resolve

and eliminate any liability that was, or could be, asserted against, or imposed on ASU based upon, or arising out of, Dr. Hudson's employment with ASU, the ending of Dr. Hudson's employment with ASU, or any other matter that arose during the term of Dr. Hudson's employment with ASU. Accordingly, Dr. Hudson hereby knowingly waives, abandons and relinquishes any claim against the ASU that is based upon, or that arises out of, Dr. Hudson's employment with ASU, the ending of Dr. Hudson's employment with ASU, or any other matter that arose during the term of Dr. Hudson's employment with ASU.

4. WARRANTY OF AUTHORITY. Each person who executes this Settlement Agreement (a) represents and warrants that he or she has the actual authority to do so and to bind the party on whose behalf the person signs.

5. ENTIRE AGREEMENT. This Agreement contains the entire agreement between ASU and Dr. Hudson. ASU and Dr. Hudson have not relied upon any promise of statement, oral or written, that is not set forth in this Agreement.

6. MODIFICATION. ASU and Dr. Hudson agree that this Agreement may not be modified, amended, or altered except by a written agreement executed by ASU and Dr. Hudson.

7. VOLUNTARY AGREEMENT. ASU and Dr. Hudson acknowledge that each has read this Agreement, that each has had the opportunity to consult with legal counsel of their choosing concerning the advisability, meaning and effect of this Agreement, and that each has signed this Agreement voluntarily and without duress.

8. NO RESCISSION FOR MISTAKE. ASU and Dr. Hudson acknowledge that each has had the opportunity to investigate the facts and law relating to Dr. Hudson's employment with ASU, the ending of Dr. Hudson's employment with ASU, or any other matter that arose during the term of Dr. Hudson's employment with ASU and additionally waived and released

claims to the extent each deems necessary and appropriate. ASU and Dr. Hudson assume the risk of any mistake of fact or law and agree that any mistake of fact or law shall not be grounds for rescission or modification of any part of this Agreement.

9. NO ADMISSION OF LIABILITY. ASU and Dr. Hudson acknowledge that this Agreement is a compromise of disputed claims and is not, and shall not be construed as, an admission of liability or wrongdoing on the part of either ASU or Dr. Hudson. Both parties agree that the Agreement is not admissible in any court or administrative body except as necessary to enforce its terms or as otherwise required by law.

10. CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the substantive law of the State of Arkansas.

11. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon ASU and Dr. Hudson and each of their respective predecessors, successors and assigns and all of their affiliates, estates or heirs.

12. EFFECTIVE DATE. This Agreement shall become effective immediately upon the signature of the parties.

13. COUNTERPARTS. This Agreement may be executed in counterparts and the counterparts taken together, will have binding effect.

ARKANSAS STATE UNIVERSITY

By: 

Title: ASU System President

Date: 08/02/2016

TIM HUDSON, Ph.D.

By: 

Title: Chancellor, ASU

Date: 8/2/16