

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

For good and valuable consideration, Debra Mays Jackson ("Plaintiff") hereby fully and finally releases her claims against Mississippi Institutions of Higher Learning ("IHL") and the Board of Trustees for State Institutions of Higher Learning (the "IHL Board") (collectively "Defendants"), pursuant to the terms of this Full and Final Release (this "Release").

WHEREAS, Plaintiff was previously employed at Jackson State University and applied for but was not selected for the position of President of Jackson State University; and

WHEREAS, Plaintiff filed a Complaint in the United States District Court for the Southern District of Mississippi, Northern Division (the "Lawsuit"), captioned *Debra Mays Jackson v. Tom Duff, et al.*, Case No. 3:23-cv-3095-KHJ-MTP, asserting that the IHL Board should have hired her for the position of President on multiple occasions; and

WHEREAS, Defendants deny liability as to all claims asserted against it in the Lawsuit, and/or asserted against Defendants in any Charge(s) to the Equal Employment Opportunity Commission ("EEOC"); and

WHEREAS, Plaintiff desires to fully and finally resolve and release all claims to date that she may have against Defendants and to dismiss the Lawsuit with prejudice.

NOW, THEREFORE, in exchange for the promises and consideration set forth below, the sufficiency of which is hereby acknowledged, Plaintiff agrees, warrants, and represents as follows:

1. **Payment to Plaintiff.** In consideration of the promises, releases, and covenants not to sue set forth in this Release, Plaintiff agrees to accept the total sum of Three Hundred Thirty Thousand and No/100 Cents (\$330,000.00). After receipt by the Defendants of a W-9 for the payee, the Settlement Payment shall be made by a single payor to be designated by the Defendants, and shall be made payable to Debra Mays Jackson, and her attorney, Lisa M. Ross.

The payment referenced in this paragraph is hereafter referred to as the "Settlement Payment." Except as otherwise stated in this Agreement, Plaintiff acknowledges the Settlement Payment is provided in exchange for her release of any and all claims asserted in the Lawsuit and which could have been asserted and that may relate to her former employment with Jackson State University, including any claims for costs and fees incurred by her, and for all provisions for which consideration may be due under the terms of this Agreement. Plaintiff further acknowledges that Defendants have made no representations concerning whether the amounts included in the Settlement Payment made pursuant to this Agreement are subject to taxation. Plaintiff will assume any and all responsibilities for her tax obligations in connection with the Settlement Payment, and shall fully indemnify, defend and hold Defendants from any and all such obligations, including any fees and costs which may be incurred by Defendants if claims for such obligations are made upon it.

2. **No Pre-Existing Obligation.** Plaintiff agrees that payment of the Settlement

Payment is not required by the practices, policies, and/or procedures of Defendants and that she is not otherwise entitled to receive the Settlement Payment by virtue of her employment with Jackson State University. Plaintiff's receipt of the Settlement Payment described herein is based solely on her acceptance of the terms and conditions of this Agreement.

3. Release and Waiver of Plaintiff's Claims against Defendant. Except as otherwise provided in this Release, Plaintiff forever settles, releases, compromises, reaches accord and satisfaction, waives, remises, discharges, and acquits the Individual Defendants, Mississippi Institutions of Higher Learning, Jackson State University, the Board of Trustees of State Institutions of Higher Learning, and each and every one of their predecessors, successors, estates, owners, parent entities (both direct and indirect), subsidiaries, affiliates, assigns, directors, trustees, officers, shareholders, employees, agents, insurers, and attorneys, both current and former (collectively, the "Released Entities"), on each and every claim or potential claim, which exists as of the date of this Agreement, whether known or unknown, arising out of or relating to Plaintiff's employment with Jackson State University and her applications for the position of President of Jackson State University to which she was not selected, whether under federal or state law, and including, but not limited to, claims for the following:

(a) Alleged violations of the following laws: the U.S. Constitution and the Mississippi Constitution; the Age Discrimination in Employment Act; Section 1981 of the Civil Rights Act of 1866; Title VII of the Civil Rights Act; the Americans with Disabilities Act; the Federal Family and Medical Leave Act; the Worker Adjustment and Retraining Notification Act; the National Labor Relations Act; the Labor Management Relations Act; the Fair Credit Reporting Act; the Employee Retirement Income Security Act of 1974; the Genetic Information Nondiscrimination Act of 2008; the Fair Labor Standards Act; the Health Insurance Portability and Accountability Act; the Occupational and Safety Health Act; the Equal Pay Act; the Uniformed Services Employment and Re-employment Act; Executive Orders 11246 and 11141; the False Claims Act (including the qui tam provision thereof); the Consolidated Omnibus Budget Reconciliation Act of 1986; the Rehabilitation Act of 1973; the Electronic Communications Privacy Act of 1986 (including the Stored Communications Act);

(b) Any and all state statutory or common law claims, such as wrongful discharge, violation of public policy, defamation, slander, negligence, infliction of emotional distress, any intentional torts, outrageous conduct, interference with or breach of contract, fraud, misrepresentation, invasion of privacy, and retaliation, including retaliation and other common law claims, including actions for "bad faith" and any claims for wrongful discharge under any judicially recognized exceptions to the at-will employment doctrine, including as articulated in *McArn v. Allied Bruce-Terminix Co.*, 626 So. 2d 603 (Miss. 1993) and its progeny;

(c) Any and all claims for any of the following: money damages, including actual, compensatory, liquidated or punitive damages, equitable relief such as reinstatement or injunctive relief, front or back pay, wages, benefits, sick pay, vacation pay, liquidated damages, costs, interest, expenses, attorneys' fees, or any other remedies;

(d) Plaintiff also agrees and affirms that as of the date of this Agreement, she has not filed any charge of discrimination, claim, demand or lawsuit which is pending ("Pending Claim") against Defendants or any of the Released Entities other than the Lawsuit and the EEOC Charge of Discrimination that preceded it, and if such Pending Claim has been filed, she shall take all steps to withdraw and/or dismiss with prejudice the Pending Claim within five (5) days after she executes this Agreement; and

(e) Plaintiff will have the sole responsibility to satisfy any lien or claim asserted against the settlement proceeds or arising from the settlement, including any potential lien by Medicare and/or Medicaid (CMS/DSS/HRA).

4. **Medicare.** If the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Plaintiff under this settlement, Plaintiff agrees to indemnify, defend, and hold Defendant and all Released Entities harmless from any action by CMS relating to medical expenses of Plaintiff. Plaintiff agrees to reasonably cooperate with Defendants upon request with respect to any claim that the CMS may make and for which Plaintiff is required to indemnify Defendants under this paragraph. Further, Plaintiff agrees to waive any and all future actions against Defendants for any private cause of action for damages pursuant to 42 U.S.C. § 1395(b)(3)(A).

5. **Dismissal with Prejudice of Lawsuit.** Plaintiff agrees to execute with the Court all documents proper or necessary to withdraw and otherwise terminate the pending Lawsuit, in full, with prejudice. Plaintiff further agrees all such documents may be submitted to the Court upon confirmation of receipt by Plaintiff, of the Settlement Payment described in paragraph 1. Plaintiff agrees that full and proper execution of all documents necessary to effectuate dismissal of the Lawsuit with prejudice, as well as actual dismissal of the Lawsuit itself, is a material condition of Defendants' agreement to make the Settlement Payment. If the Court refuses or fails to dismiss the Lawsuit with prejudice, any such agreement shall be null and void and the Payment and other consideration set forth in paragraph 1 must be returned and/or reimbursed to Defendants. The parties shall submit an Agreed Order of Dismissal with Prejudice, or file a stipulation of dismissal with prejudice, by October 16, 2026.

6. **Confidentiality of Agreement.** Plaintiff agrees to keep confidential the terms and conditions of this Agreement and communications regarding the terms and conditions of this Agreement, and shall not further discuss the terms of settlement, or this Agreement, except that Plaintiff may disclose the terms and conditions of this Agreement as reasonably required by law, to the Internal Revenue Service, to her counsel in the Lawsuit, financial advisors with a need to know, or to immediate family members ("Authorized Persons"). Further, Plaintiff understands the Settlement Payments provided to her under Paragraph 1 of this Agreement are expressly conditioned upon her keeping the terms and conditions of this Agreement and any related communications entirely confidential except as provided in this paragraph.

7. **Agreement Not to Apply for Employment.** Plaintiff agrees she will not seek or re-apply for employment with Jackson State University or any other IHL institution in the future. Plaintiff acknowledges that if she does seek or re-apply for employment with Jackson State University or any other IHL institution, those institutions are not obligated to consider the application or any inquiries regarding employment. Plaintiff also hereby waives any claim or cause of action related to the failure or refusal by Jackson State University or any other IHL institution to consider her application or any inquiries regarding re-employment.

8. **Complete Agreement and Modifications.** This Release constitutes the entire agreement between the Plaintiff and the Released Entities with regard to the subject matter of this Release and, except as otherwise stated in this Agreement, supersedes all prior and contemporaneous representations, contracts or agreements of any nature between Plaintiff and Defendants. Any modification of any provision of this Agreement shall not be valid unless in writing and executed by the Parties. Plaintiff further agrees that the only representations made to her in order to obtain her consent to this Release are stated herein and that she is signing this Release voluntarily and without coercion, intimidation, or threat of retaliation.

9. **Knowing Waiver and Period for Review.** Plaintiff acknowledges that she has been given twenty-one (21) days to review and consider this agreement before signing, although she may accept and return the signed agreement within those twenty-one (21) days. Plaintiff represents she has read this Release, discussed it with her attorney or had an ample opportunity to do so, and understands each of the terms of this Release. Plaintiff further understands she has entered into and executed this Release voluntarily and willingly. This agreement will not be effective for a period of seven (7) days following the execution of the agreement by Plaintiff.

10. **No Admission of Liability.** This Release is not to be construed as an admission of liability on the part of any Party, that a violation of any federal, state, or local law or common law duty, or any wrongdoing whatsoever has been committed by any Party or by any of the Release Entities or individuals, nor does it constitute any factual or legal precedent or finding whatsoever and may not be used as evidence in any subsequent proceeding of any kind except in an action seeking to enforce its terms or alleging a breach of this Agreement.

11. **Severability.** If any provision of this Release shall be held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Release shall not be impaired thereby.

12. **Successors and Assigns.** Except as otherwise provided herein, this Release shall bind and inure to the benefit of and be enforceable by Plaintiff, Defendants, each of the Party's respective successors and assigns, and the Released Entities.

13. **Attorneys' Fees and Costs.** Plaintiff shall bear her own costs and attorneys' fees in this action. Defendants will not seek attorneys' fees or costs from Plaintiff.

14. Applicable Law and Venue. Mississippi law shall govern the validity, effect, and interpretation of this Release. Venue for any claims that arise out of an alleged breach of any provision of this Release shall only be in a state or federal court in the State of Mississippi. The Parties hereby consent to the personal jurisdiction of such Court and agree that no other court or tribunal shall have any jurisdiction over the Parties or any claims that arise out of this Agreement.

Agreed, on this the 10 day of September, 2026.



DEBRA MAYS JACKSON

STATE OF Mississippi
COUNTY OF Stennis

THIS DAY personally appeared before me, the undersigned authority within and for the State and County aforesaid, DEBRA MAYS JACKSON, who acknowledged that she signed, executed, and delivered the above and foregoing Full and Final Release on the day and year therein mentioned as and for her own voluntary act and deed.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 10th day of September
2026.



Vanessa Ann Howell
NOTARY PUBLIC