

STATE OF GEORGIA
COUNTY OF FULTON

SETTLEMENT AGREEMENT AND COVENANT NOT TO SUE

THIS SETTLEMENT AGREEMENT AND COVENANT NOT TO SUE (hereinafter this AGREEMENT) is made by and between Theodore P. Hill (hereinafter Prof. Hill) and the Board of Regents of the University System of Georgia, by and through the Georgia Institute of Technology (hereinafter Georgia Tech).

WITNESSETH

WHEREAS, Prof. Hill is employed as a Professor in the School of Mathematics at the Georgia Institute of Technology; and

WHEREAS, Prof. Hill contends that Georgia Tech has not awarded him the salary increases to which he was entitled for fiscal years 1997 and 1998; and

WHEREAS, Georgia Tech and Prof. Hill desire to resolve and settle this matter;

NOW THEREFORE, in consideration of the promises and mutual covenants, representations, agreements and releases herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1.

Georgia Tech agrees to pay to Prof. Hill the sum of \$148,756 as back wages covering the period January 1, 2002 through April 30, 2003. In addition, Georgia Tech will pay to Prof. Hill the sum of \$195,000, for which Georgia Tech will issue a Form 1099. Such payments shall be made upon expiration of the seven-day revocation period set forth in Paragraph 9 of this Agreement. Effective May 1, 2003, Prof. Hill's monthly salary rate will be adjusted to \$11,764, and this rate will apply to the remainder of calendar year 2003. Georgia Tech shall also make appropriate contributions to Prof. Hill's Teacher's Retirement System pension account for the period January 1, 2002 through December 31, 2003.

2.

Prof. Hill agrees to and does hereby retire. The effective date of such retirement shall be December 31, 2003. For the period between the end of Spring semester 2003 and December 31, 2003, Prof. Hill shall be on academic leave with full pay.

3.

Georgia Tech agrees that Prof. Hill shall be entitled to all emoluments, benefits and titles normally associated with the retirement of a Georgia Tech professor, and that Georgia

Tech shall recommend award of Emeritus Professor status to Prof. Hill provided that the Faculty Advisory Committee of the School of Mathematics of Georgia Tech so recommends. Georgia Tech agrees to respond to requests for Georgia Tech references by stating only Prof. Hill's dates of service and the fact that he retired.

4.

Georgia Tech will pay its share of the premium for Prof. Hill's health insurance, at the same level and coverage as on January 1, 2003, through and including December 31, 2003.

5.

In consideration of the terms of this Agreement, the sufficiency of which Prof. Hill acknowledges, Prof. Hill agrees to withdraw all claims raised in Hill v. Board of Regents of the University System of Georgia, Georgia Commission on Equal Opportunity Case No. A3-0012, U.S. EEOC Charge No. 11BA300078, and Prof. Hill agrees not to sue or file grievances against Georgia Tech or its agents, officials or employees in connection with Prof. Hill's employment by Georgia Tech prior to the execution of this Agreement.

6.

Prof. Hill affirms that the only consideration for his signing this AGREEMENT is as stated above and that no other promise or agreement of any kind has been made to or with him by any persons or entity whomsoever to cause him to execute this AGREEMENT, and that he fully understands the meaning and intent of this AGREEMENT, including, but not limited to, its final and binding effect.

7.

Both parties understand and acknowledge that wherever the words "agents," "officials," or "employees" are used in this AGREEMENT, it is the intent of the parties that such terms include all current and former persons holding those positions, and include such agents, officials, officers or employees in both their individual capacities and their official capacities.

8.

IT IS SPECIFICALLY UNDERSTOOD THAT THIS AGREEMENT CONSTITUTES THE FULL AND FINAL SETTLEMENT FOR MONETARY DAMAGES, INJUNCTIVE AND OTHER TYPES OF RELIEF, ARISING OUT OF MATTERS INVOLVING PROF. HILL AND HIS EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT. IN THE EVENT THAT PROF. HILL SHOULD PURSUE ANY CLAIM AGAINST GEORGIA TECH, ITS AGENTS, OFFICIALS OR EMPLOYEES ARISING FROM HIS EMPLOYMENT, PROF. HILL AGREES TO HOLD HARMLESS, INDEMNIFY AND TO REIMBURSE OR MAKE GOOD ANY LOSS OR DAMAGES OR COSTS, INCLUDING ATTORNEYS FEES (REGARDLESS OF WHETHER

LEGAL SERVICES ARE PROVIDED BY GOVERNMENTAL ATTORNEYS OR PRIVATE COUNSEL), THAT GEORGIA TECH, ITS AGENTS, OFFICIALS OR EMPLOYEES, OR ANY OTHER STATE AGENCY MAY HAVE TO PAY IF LITIGATION ARISES FROM ANY SUCH CLAIM.

9.

PROF. HILL STATES THAT HE HAS CAREFULLY READ THE WITHIN AND FOREGOING "SETTLEMENT AGREEMENT AND COVENANT NOT TO SUE," KNOWS AND UNDERSTANDS THE CONTENTS THEREOF, AND EXECUTES THIS AGREEMENT AS HIS OWN FREE ACT AND DEED. PROF. HILL FURTHER UNDERSTANDS THAT HE HAS THE RIGHT TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT. THIS AGREEMENT SHALL BECOME EFFECTIVE SEVEN (7) DAYS FOLLOWING ITS EXECUTION, UNLESS PROF. HILL NOTIFIES GEORGIA TECH IN WRITING DURING THIS SEVEN (7) DAY PERIOD OF HIS DESIRE TO REVOKE IT.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of this 2nd day of May, 2003.

BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA
BY AND THROUGH THE
GEORGIA INSTITUTE OF TECHNOLOGY

THEODORE P. HILL

By: G. Wayne Clough
G. Wayne Clough
President, Georgia Institute of Technology

Theodore P. Hill