



STATE OF ARKANSAS
**Department of Finance
and Administration**

OFFICE OF THE DIRECTOR
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April 8, 2019

Mr. Alan McClain, Commissioner
Arkansas Rehabilitation Services
525 West Capitol Avenue
Little Rock, Arkansas 72201

*Re: Settlement of Brian Davidson v. Arkansas Career Training Institute
Charge No. 493-2019-00376 (Equal Employment Opportunity Commission)*

Commissioner McClain:

I am in receipt of your March 7, 2019 letter request to settle the above-referenced charge filed by Brian Davidson with the Equal Employment Opportunity Commission (EEOC). Pursuant to the proposed settlement, Arkansas Rehabilitation Services has agreed to pay a total of \$10,000 to Mr. Davidson as non-wage compensatory damages and to provide a neutral job reference to prospective employers.

Arkansas Code Annotated § 19-4-1614(c) (Repl. 2016) provides as follows:

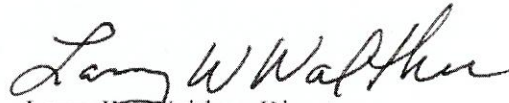
(c) When notified that a state employee has filed suit or is in any other manner claiming redress under the provisions of [Title VII of the federal Civil Rights Act of 1964, as amended, or the federal Civil Rights Act of 1866, or the federal Civil Rights Act of 1871, or the Fourteenth Amendment to the United States Constitution], the Chief Fiscal Officer of the State may investigate the circumstances surrounding the claim. If, based on the evidence and facts found during the investigation, the Chief Fiscal Officer of the State determines or has reason to believe that the court would sustain the employee's claim and find for the employee and in so doing award wages or salaries in addition to those paid or due for the employee's personal service rendered, then the Chief Fiscal Officer of the State shall, with the advice of the Legislative Council or the Joint Budget Committee, authorize payment of the additional wages or salaries as provided in subsection (a) of this section.

Based upon my review of your settlement agreement as required under Ark. Code, Ann. § 19-4-1614(c), your agency has my consent to request approval from the Legislative Council or the Joint Budget Committee your proposed settlement with the above-referenced party.

Commissioner Alan McClain
RE: Settlement of EEOC Matter
April 8, 2019
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Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Larry W. Walther". The signature is written in black ink and is positioned above the printed name and title.

Larry W. Walther, Director
Arkansas Department of Finance
and Administration

STATE OF ARKANSAS



Asa Hutchinson
Governor

Department of Career Education
Arkansas Rehabilitation Services

Charisse Childers, Ph.D.
Director

Alan McClain, Commissioner

March 7, 2019

Mr. Larry Walther, Director
Arkansas Dept. of Finance & Administration
P.O. Box 2485
Little Rock, AR 72203

Re: Settlement of *Brian Davidson v. Arkansas Career Training Institute*
Charge No. 493-2019-00376 (Equal Employment Opportunity Commission)

Dear Mr. Walther:

Enclosed for your review is a copy of the Settlement Agreement and Release signed by the parties in the above-referenced matter. Claimant Brian Davidson was an Administrative Specialist I at Arkansas Career Training Institute (ACTI) in Hot Springs. He was terminated on or about November 28, 2018, during his new-hire probationary period. He filed a charge of discrimination naming ACTI, a program within the Rehabilitation Services Division of the Arkansas Department of Career Education, on December 7, 2018. The charge alleged retaliation and sex discrimination under Title VII of the Civil Rights Act of 1964.

Pursuant to the enclosed settlement, Arkansas Rehabilitation Services agrees to pay a total of \$10,000 to Mr. Davidson as non-wage compensatory damages, and to provide a neutral job reference to prospective employers. In exchange, Mr. Davidson agrees to release ACTI, Arkansas Rehabilitation Services, the Arkansas Department of Career Education, and their officials and employees from any and all claims associated with Mr. Davidson's employment or discharge.

The Attorney General's Office has been informed of the settlement, under which no State entity admits liability. The settlement will take effect when the EEOC's Mediation Settlement Agreement, referred to in the enclosed document, is signed by the parties as well as a representative of the EEOC. The EEOC advised that the enclosed Settlement Agreement and Release should be executed first.

If you have any questions or require further information, please contact me at (501) 682-2223. Otherwise, I look forward to receiving authority to issue the \$10,000 payment and finalizing the settlement. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Alan McClain".

Alan McClain
Commissioner, Arkansas Rehabilitation Services

enclosure

cc via email: Paul Louthian, DF&A Deputy Director

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, a Charge of Discrimination has been filed with the Little Rock Field Office of the Equal Employment Opportunity Commission, styled *Brian Davidson v. Arkansas Career Training Institute*, 493-2019-00376 (hereinafter referred to as the “Charge”), and

WHEREAS, the Respondents (named in the charge as Arkansas Career Training Institute but including the Rehabilitation Services Division of the Arkansas Department of Career Education, and the Arkansas Department of Career Education—collectively referred to as “Respondents”) deny that they, or any officer, employee, or agent, have engaged in any wrongful, tortious or unlawful conduct of any kind, and

WHEREAS, the Claimant in this Charge, Brian Davidson, and the Respondents desire to compromise and settle the Charge to avoid the costs and uncertainties of continued investigation and litigation;

NOW, THEREFORE, the Claimant and the Respondents agree to the following terms as full and final satisfaction of any and all claims, including any and all claims for costs and attorneys’ fees, which were raised by Claimant in the Charge or could have been raised by Claimant in the Charge.

1. ACTION TO BE TAKEN BY RESPONDENTS. The Respondents will (1) issue a check for \$10,000.00 payable to the Claimant as non-wage compensatory damages, within 14 days of execution of the Mediation Settlement Agreement by a representative of the EEOC; (2) mail this check to Claimant at the home address indicated in the Mediation Settlement Agreement; and (3) answer any reference requests from prospective employers by giving Claimant a neutral reference containing job title and the dates of his employment with Arkansas Rehabilitation Services.

2. ACTION TO BE TAKEN BY CLAIMANT. The Claimant will (1) provide the following name and number to prospective employers: DeCarlia Smith, 501-296-1657; and (2) abide by all terms and conditions in this Settlement Agreement and Release and in the separately executed Mediation Settlement Agreement.

3. COMPLETE RELEASE AND WAIVER. The Claimant waives, releases, relinquishes and forever discharges the Respondents from all claims, liens, or causes of action, known or unknown, arising in any way out of his employment with Arkansas Rehabilitation Services and the termination of that employment, including but not limited to claims for damages, attorneys' fees, costs, or recovery of any type against the Respondents and any officers, officials, employees and agents of any Respondent, in their official and individual capacities.

4. ENTIRE AGREEMENT. Taken together with the Mediation Settlement Agreement, this Settlement Agreement and Release contains the entire agreement between the parties. The Claimant and Respondents have not relied upon any promise or statement, oral or written, that is not set forth in this Settlement Agreement and Release or the Mediation Settlement Agreement.

5. MODIFICATION. The Claimant and Respondents agree that this Settlement Agreement and Release may not be modified, amended, or altered except by a written agreement executed by all parties.

6. VOLUNTARY AGREEMENT. The Claimant and Respondents acknowledge that each has read this Settlement Agreement and Release, that each has had the opportunity to consult with legal counsel of their choosing concerning the advisability, meaning, and effect of this Settlement Agreement and Release, and that each has signed this Settlement Agreement and Release voluntarily and without duress.

7. NO RESCISSION FOR MISTAKE. Claimant and Respondents acknowledge that each has had the opportunity to investigate the facts and law relating to the claims raised in the Action and any additionally waived and released claims to the extent each deems necessary and appropriate. The Claimant and Respondents 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 Settlement Agreement and Release.

8. ACKNOWLEDGEMENT. Claimant and Respondents acknowledge that this document was agreed upon by both sides, and that its terms will not be construed against either side as the drafter.

9. NO ADMISSION OF LIABILITY. Claimant and Respondents acknowledge that this Settlement Agreement and Release is a compromise and is not an admission of liability or wrongdoing on the part of the Respondents, or on the part of any officer, employee or official of any Respondent. Claimant agrees that the Settlement Agreement and Release 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 Settlement Agreement and Release shall be governed by and construed in accordance with the substantive law of the State of Arkansas.

11. SUCCESSORS AND ASSIGNS. This Settlement Agreement and Release shall be binding upon the Claimant and Respondents and each of their respective heirs, descendants, successors and assigns.


12. EFFECTIVE DATE. This Settlement Agreement and Release shall not become effective until it has been executed by Claimant and Respondents. And the Mediation Settlement

Agreement shall not become effective until it has been executed by Claimant, Respondent, and the EEOC representative.

13. EXECUTION. The persons executing this Settlement Agreement and Release assert that they are authorized to do so by the party or parties on whose behalf they purport to act.

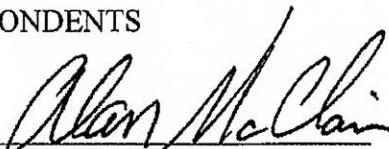
14. COUNTERPARTS. This Settlement Agreement and Release may be executed in counterparts, and the counterparts taken together will have binding effect.

CLAIMANT

By: 
Brian Davidson

Date: 3/7/19

RESPONDENTS

By: 
Alan McClain
Commissioner, Arkansas
Rehabilitation Services

Date: 3/6/19