

EXHIBIT "A"

CAUSE NO. D-1-GN-16-001249

FOLLINS, CRAIG	X	IN THE DISTRICT COURT
PLAINTIFFS		
	X	IN AND FOR
VS.		
	X	TRAVIS COUNTY, TEXAS
KEN PAXTON,		
ATTORNEY GENERAL OF TEXAS		
	X	261 <sup>st</sup> JUDICIAL
DISTRICT		
AND		
	X	
ALAMO COMMUNITY		
COLLEGE DISTRICT,	X	
DEFENDANTS	X	
	X	
STATE OF TEXAS	X	
COUNTY OF HARRIS	X	

AFFIDAVIT IN SUPPORT OF RESPONSE  
TO MOTIONS FOR SUMMARY JUDGMENT

BEFORE ME, the undersigned authority, on this  
day appeared CRAIG FOLLINS, known to me to be the

person whose name is subscribed to this document below, who, after being duly sworn by me, did depose and state upon his oath as follows:

1. "My name is CRAIG FOLLINS. I am above the age of 21 years and I have never been convicted of a felony. I am fully qualified to make this affidavit. I have personal knowledge of the facts stated herein."
2. The Alamo Community College District, Northeast Lakeview College underwent a change in leadership upon the retirement of its founding president in March 2014. The college was not able to secure its initial accreditation during the first seven years of the college's existence. I was recruited from a successful presidency and hired by the college as the replacement for the founding president. Upon assuming my leadership duties, I perceived that some administrative and staff employees had

become lackadaisical and ineffective towards securing the college's first successful accreditation candidacy visit. I perceived this situation as one of the issues I was hired to rectify at the college. I began to set a tone of high expectations, strategic performance goals and specific accreditation related actions with metrics and accountability for the employees. I brought in multiple consultants who were accreditation experts and sent many staff to accreditation related training/conferences for their very first time. I spent over \$60,000 dollars in my initial year as president on accreditation related activities, training, actions, protocols, posters, materials, experts and travel. Their response to my sense of urgency, purpose and student-focused strategy was to accuse me of

being insulting and abusive towards them with unproven and unsubstantiated allegations.

3. Although I led the efforts to secure Northeast Lakeview College's first-ever, successful accreditation application and candidacy visit, the administration of the college, for reasons unrelated to my performance, decided to placate the complaining employees and reassigned from me from my presidential position to a position in the chancellor's office as special assistant for special projects. Having no desire to be where I was not wanted, I agreed on the reassignment and subsequent separation agreement from the college on a certain date.

4. The Alamo Community College's student newspaper, "The Ranger," and a reporter from a San Antonio newspaper made Texas Public Information Disclosure Act requests upon Alamo Community College for a release of the

complaints made against me, the communications between myself and the college dealing with the conflicts, and the agreement between myself and the college regarding my resignation.

5. Alamo Community College submitted requests to the Texas Attorney General's Office requesting determinations as to whether such documents were subject to public disclosure.
6. The Attorney General of the State of Texas produced three letter opinions regarding the requests for information. On February 24, 2016, he produced letter opinion OR16-04392 regarding materials that the Alamo Community College District claimed did not exist.
7. On March 28, 2016, he produced letter opinion OR16-06849 regarding my separation agreement with the Alamo Community College District.
8. On April 13, 2016, he produced letter opinion OR16-08233 regarding my separation agreement

and communications related to a previous request for information (e-mails).

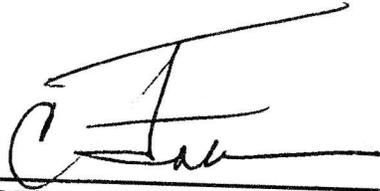
9. In July of 2016, I was made a firm offer of employment by a potential employer and given a start date.
10. Then, on August 6, 2016, the head of the Human Resources Department at the aforementioned potential employer told my legal counsel and I in a meeting at their headquarters building that I should not report for work as scheduled and that the potential employer was going to do further investigation into my experience at Alamo Community College District.
11. On Friday, August 12, 2016, my legal counsel and I met with the head of Human Resources from the aforementioned potential employer in the office of my legal counsel to discuss the

potential employer's decision and repudiation of its employment agreement with me.

12. In that meeting, as in a prior meeting on Saturday, August 6, 2016, I told the legal counsel for this potential employer and their Human Resources director that I had foregone payments under a settlement agreement with Alamo Community College to take employment with this potential employer. The amount of money that I gave up was approximately \$90,000.00.
13. I was informed in that meeting that the allegations made against me at Alamo Community College were the reason that this potential employer was repudiating its agreement with me.
14. I, Craig Follins, have suffered and will continue to suffer in the future immediate and irreparable injury, loss, or damage if the Alamo Community College District's conduct described above is not restrained and enjoined

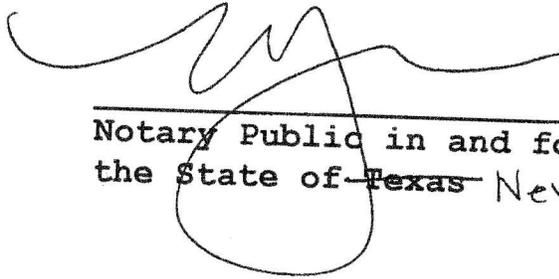
for these reasons: My reputation as a competent college administrator will be severely and negatively impacted. Once such information is released, there will be no effective means to recall the information and to "undo" the harm that will befall me. There is a likelihood that it will be extremely difficult to find and maintain gainful employment as a college administrator. I am a highly compensated and respected individual and administrator who was named a 2012 Distinguished Graduate of The Community College Leadership Program at The University of Texas @ Austin for my national contribution to community colleges and students across the country. The destruction of my reputation and thus my career will have a negative pecuniary impact upon me and my family.'

"FURTHER AFFIANT SAITH NOT."



CRAIG FOLLINS, AFFIANT

SWORN TO and subscribed to before me by CRAIG FOLLINS on this the 6 day of September, 2016.



Notary Public in and for  
the State of ~~Texas~~ Nevada

(SEAL)

My commission expires: May 11, 2019