
From: Staton, Jennifer A
Sent: Wednesday, May 23, 2018 2:24 PM
To: [REDACTED]
Cc: Foster, James H
Subject: RE: Separation agreement
Attachments: 2018.05.15 Resignation and Settlement Agreement.pdf

Mr. Bisi-

Please see the attached document.

Jennifer Staton, MS, CSP
Risk Manager
Beaufort County School District
843-322-2355 (w) | 843-812-6405 (m)

-----Original Message-----

From: [REDACTED]
Sent: Thursday, May 17, 2018 12:03 PM
To: Foster, James H <James.Foster@beaufort.k12.sc.us>
Cc: Staton, Jennifer A <Jennifer.Staton@beaufort.k12.sc.us>
Subject: RE: Separation agreement

Mrs. Staton,

In accordance with the provisions of the Freedom of Information Act, I am requesting a copy of the separation agreement with Superintendent Jeff Moss as approved by the school board on Tuesday, May 15, 2018 as soon as it becomes public. I am also following up on Jim Foster's email to me relative to that request.

Please email me the document to this email address.

Thank you in advance.

Richard Bisi

STATE OF SOUTH CAROLINA

**SETTLEMENT AGREEMENT
AND MUTUAL RELEASE**

COUNTY OF BEAUFORT

WHEREAS, the Board of Education of the Beaufort County School District ("the Board") employed Dr. Jeffrey Moss ("Dr. Moss") in 2013 to be Superintendent of the District pursuant to a written Professional Employment Agreement (PEA);

WHEREAS, the parties are desirous of discontinuing said Professional Employment Agreement by mutual agreement, pursuant to Paragraph 11(a) of the Employment Agreement;

WHEREAS, the parties seek harmoniously and professionally to resolve any and all disputes between them regarding the discontinuation of the Employment Agreement;

WHEREAS, the Board acknowledges and appreciates Dr. Moss's past service and many contributions to the District as Superintendent but both parties now desire to terminate their contractual relationship;

THEREFORE, IT IS HEREBY AGREED, by and between the parties hereto, as follows:

1. Dr. Moss will resign his position as Superintendent as of July 31, 2018, and the Board will accept his resignation, effective upon such date: All terms and conditions of his contract will remain in force through July 31, 2018.

2. Upon his resignation and in full consideration of Dr. Moss's execution of this Settlement Agreement and General Release and his agreement to release all claims as set forth more fully in Paragraph 5 below, the Board agrees that:

a. Dr. Moss will receive a lump sum payment on August 1, 2018, which shall be in the amount of \$220,000, reflecting an amount equal to one year of his 2018-19 annual salary, together with additional payments for the balance (as of July 31, 2018) of Dr. Moss' unused annual leave at his daily rate of pay, and any unused sick leave as provided in District policy. All

applicable federal and state withholdings and deductions, and deductions for tax-deferred annuities chosen by Dr. Moss shall be taken from this lump sum;

b. The Board agrees that the District shall make a final contribution to Dr. Moss's annuity plan for the 2017-18 school year in the full amount provided in Paragraph 4(d) of the Professional Employment Agreement, by June 30, 2018.

c. The Board agrees that all written or formal reference requests about Dr. Moss made to the Board or any current member thereof will be referred to and responded to only by persons having served as Board Chair during Dr. Moss's employment.

d. Dr. Moss shall be entitled to keep the District-issued technological equipment provided in paragraph 4(c) of his PEA, without charge.

3. For and in consideration of the promises and covenants herein, the District and its Board, individually and for their administrators, and assigns, hereby release and discharge forever Dr. Moss from all claims, demands, actions, and causes of action whatsoever, known or unknown, suspected or unsuspected, under any state or federal law, statute, common law, or public policy, which they have had, now have, or hereafter may have, arising from or relating in any way to Dr. Moss's employment relationship with the District or Dr. Moss' separation from employment with the District, including, but not limited to, any claims arising under any state or federal statutory or common law. The release of claims shall apply to all claims, known or unknown, which have accrued as of the date of execution of the agreement. Notwithstanding the foregoing, nothing in this paragraph shall be construed as waiver or release of any claim by any current or former administrator who may have a claim against Dr. Moss in his individual capacity only.

4. The Board agrees to defend, hold harmless, and indemnify Dr. Moss from any and all demands, claims, suits, actions, and legal proceedings brought against him in his official capacity as an agent/employee of the District, based on the understanding that Dr. Moss is aware

of no such demands, claims, suits, actions, or legal proceedings currently pending and provided that the incident or occurrence giving rise to the claim or action took place between July 1, 2013 and July 31, 2018, and that Dr. Moss was acting in good faith and within the scope of his employment. In no case, however, shall an individual Board member be considered personally responsible for defending, indemnifying, or holding harmless Dr. Moss against such demands, claims, suits, actions, and legal proceedings.

5. Dr. Moss for himself, his heirs, executors, administrators, and assigns, hereby releases and discharges forever the District and each of its administrators, trustees, employees agents, servants, successors and assigns, or any of them, so long as they were acting in good faith and within the scope of their respective duties, from all claims, demands, actions, and causes of action whatsoever, known or unknown, suspected or unsuspected, under any state or federal law, statute, common law, or public policy, which he has had, or now has, arising from or relating in any way to his employment relationship with the District or his separation from employment with the District, including, but not limited to, any claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, or the Age Discrimination in Employment Act. The release of claims shall apply only to all claims, known or unknown, which have accrued as of the date of execution of the Agreement.

6. Dr. Moss further agrees to continue to provide any such information and assistance related to matters that arose during his tenure as Superintendent if so requested by the Board. In such case, the District will reimburse Dr. Moss for any reasonable expenses and fees related to Dr. Moss providing such assistance.

7. The parties recognize that the promises and covenants contained herein are made in consideration of the mutually agreed separation of Dr. Moss's employment and are in no way an admission of wrongdoing by either party.

8. The parties recognize, acknowledge, and agree that this Agreement constitutes the entire agreement and understanding between the Board and Dr. Moss concerning the separation of his employment, and any obligations, monetary or otherwise, owed to him arising out of his employment with the District. The parties acknowledge and agree that this Agreement supersedes any and all prior written or oral agreements or understandings between the parties hereto.

9. If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal under either Federal or State law, the remainder of the Agreement not affected by such ruling shall remain in force.

10. Any disputes concerning the terms of this Agreement or any other matters related to Dr. Moss's separation from the District shall be referred to in writing to the opposing party. Should such matters fail to be resolved amicably, the issues will be subject to mediation as a precondition to any litigation. Should litigation occur, the matter will be heard initially in State Court in Beaufort County.

11. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of South Carolina, without regard to any principles governing conflicts of laws or canons of construction interpreting written agreements against the draftsman.

12. In accordance with the Older Workers Benefit Protection Act of 1990, Dr. Moss understands and agrees that he has been afforded twenty-one (21) calendar days from his receipt of this Agreement to review and to discuss the promises and covenants set forth herein with an attorney of his own choosing regarding whether or not he wishes to execute it, but he may choose to execute the Agreement before the expiration of the twenty-one (21) day period.

13. Dr. Moss acknowledges that the execution of the Agreement is his voluntary act done with full understanding of the terms contained herein and after opportunity to consult with any advisor of his choosing.

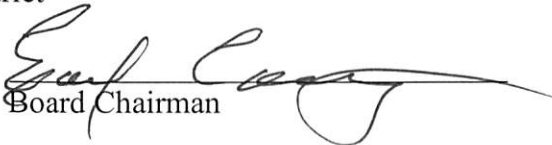
14. After signing this Agreement, Dr. Moss shall have the right to revoke this Agreement so long as such revocation is in writing and received by the District no later than the close of business on the seventh day after the date of execution. Should the Agreement be revoked, Dr. Moss will not be entitled to any of the benefits described above, and his PEA with the Board shall remain in full force and effect.

15. The parties agree that a facsimile signature on this Agreement shall be as effective as an original signature, and that this Agreement may be signed in separate counterparts.

16. By motion approved at its meeting on May 15, 2018, the Board authorized the execution of this Settlement Agreement and Mutual Release by the Board Chair in consultation with the District's legal counsel on behalf of the Board and the District.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed the foregoing Settlement Agreement and Mutual Release as of the dates respectively set forth below.

Board of Education of the Beaufort County School District

By: 
Board Chairman

Date: 5-15-18


Dr. Jeffrey Moss

Date: 5-15-18