

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

SETTLEMENT AGREEMENT AND
GENERAL RELEASE

For and in consideration of the mutual promises between and among the parties to this Settlement Agreement and General Release, the receipt and sufficiency of which are hereby acknowledged, Elizabeth A. O’Nan (“Ms. O’Nan”) and Beaufort County School District (“the District”), hereby agree as follows:

1. Ms. O’Nan voluntarily will resign as an employee of Beaufort County School District, effective May 6, 2019. In exchange for her resignation, the District agrees to pay Ms. O’Nan severance pay in an amount equivalent to the continuation of her salary through June 30, 2019, or Twelve Thousand Two Hundred Sixty One Dollars and Three Cents (\$12,261.03), less normal payroll deductions. For and in consideration of the execution of this agreement and the terms contained herein, and other good and valuable consideration, Ms. O’Nan and her legal counsel shall also receive a check made payable to the law offices of CoffeyKubec, LLP, and Elizabeth O’Nan, in the amount of Thirty Five Thousand Dollars (\$35,000), to be designated as compensatory damages, attorney’s fees and costs, for settlement of a disputed claim. These payments will be delivered eight days after the full execution of this settlement agreement to the law offices of CoffeyKubec, LLP. Ms. O’Nan will be paid for any unused vacation days. Ms. O’Nan waives any right she has to a hearing before the Beaufort County School District Board of Education and/or its designated hearing officer.

2. The District agrees to refer all oral or written requests for references concerning Ms. O’Nan’s employment with the District to the Chief Administrative and Human Resources Officer, who will respond in writing with the following information:

Ms. O’Nan was employed in Beaufort County School District from December 17, 2002 through May 6, 2019. She voluntarily resigned from her employment with the District, effective May 6,

2019.

3. In consideration of the promises and covenants herein, Ms. O’Nan, for herself, her 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, 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 she has had, now has, or hereafter may have, arising from or relating in any way to her employment relationship with the District, or her 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.

4. In consideration of the promises and covenants herein, the District hereby releases and discharges forever Ms. O’Nan and each of her heirs, executors, administrators, and assigns, or any of them, 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 it has had, now has, or hereafter may have, arising from or relating in any way to her employment relationship with the District.

5. It is understood and agreed by Ms. O’Nan and her counsel that they shall be personally and solely responsible for deducting all taxes or withholding of any kind required by law from the sums set forth above, and that they are entitled to no further payment from the District, for costs, attorney’s fees, or expenses by virtue of this Agreement, statute, common law, or otherwise.

6. Ms. O’Nan further agrees that the District and their agents or employees have not made any warranty or representation regarding taxable consequences or withholding obligations as to the payments referred to herein. Ms. O’Nan agrees that, should any additional

tax payment or withholding obligations apply to the payments, she will be responsible for the payment of the taxes, including any interest or penalties that may be owed. Ms. O’Nan agrees to indemnify the District and hold it harmless against claims asserted at any time for taxes or withholding of any kind on the payments mentioned in Paragraph 1, above, including any penalties or interest.

7. The parties recognize that the promises and covenants contained herein are made in consideration of Ms. O’Nan’s resignation and are in no way an admission of wrongdoing. This Settlement Agreement and General Release is not, and shall not be construed to be, an admission by the District or any of its administrators, officers, agents, employees, or representatives, that Ms. O’Nan’s claims were warranted or that any payment or compensation to Ms. O’Nan was required by law or equity.

8. This Settlement Agreement and General Release contains the entire agreement between the parties and may only be modified by way of a formal written document executed in the same manner as this Agreement.

9. The parties shall maintain the confidentiality of this agreement and not release a copy of the agreement except as required by law, regulation, subpoena, or court order.

10. Ms. O’Nan will maintain her rights as a parent in the District’s schools and will comply with all procedures applicable to parents while on school property.

11. 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.

12. Ms. O’Nan is hereby advised to consult with an attorney to review this Settlement Agreement and General Release.


13. Ms. O’Nan agrees that she has been afforded 21 days to review this Settlement Agreement and General Release before affixing her signature to the Agreement, but

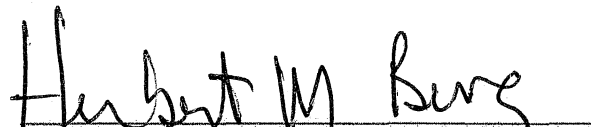
that she may accept this Agreement prior to the expiration of 21 days.


14. After signing this Settlement Agreement and General Release in full, Ms. O’Nan 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 hereto.

15. Ms. O’Nan acknowledges that the execution of this Agreement is her voluntary act done with full understanding of the terms contained herein and after opportunity to consult with any advisor of her choosing.

WITNESS OUR HANDS AND SIGNATURES this 6TH day of May, 2019.


Witness


Dr. Herbert Berg, Interim Superintendent
Beaufort County School District


Witness


Elizabeth A. O’Nan