

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

SETTLEMENT AGREEMENT AND
GENERAL RELEASE

EEOC Charge No. 14C-2021-00441
SCHAC Charge No. 2-21-46D,A,R,S,RET

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, Qaadir Phillips (“Mr. Phillips”) and Beaufort County School District (“the District”), hereby agree as follows:

1. The District’s records will reflect that Qaadir Phillips voluntarily resigned as an employee of Beaufort County School District, effective March 8, 2021.
2. The District agrees to refer all oral or written requests for references concerning Mr. Phillips' employment with Beaufort County School District to the Chief Administrative and Human Resources Officer, who will respond in writing with the following information:

Mr. Phillips was employed with Beaufort County School District from May 11, 2015, to March 8, 2021. He voluntarily resigned from his employment with the District, effective March 8, 2021.

3. For and in consideration of the execution of this agreement and the terms contained herein, and other good and valuable consideration, Mr. Phillips and his legal counsel, Cromer Babb Porter & Hicks, LLC, shall receive the total amount of Eighty-One Thousand Nine-Hundred Eighty-Seven Dollars (\$81,987.00), designated as settlement for all claims, including all attorney’s fees and costs. The amount shall be paid in two payments made payable as follows: \$57,390.90 via check to Cromer Babb Porter & Hicks, LLC for attorney’s fees and non-wage based damages for Qaadir Phillips; \$24,596.10 via check (less normal payroll deductions, to include social security, Medicare, federal and state withholdings) to Qaadir Phillips for wage-based damages.

4. It is understood and agreed by Mr. Phillips and his 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, or any insurer of the District, for costs, attorney's fees, or expenses by virtue of this Agreement, statute, common law, or otherwise.

5. Mr. Phillips, for himself, his heirs, executors, and assigns, does hereby REMISE, RELEASE, AND FOREVER DISCHARGE Beaufort County School District, the South Carolina School Boards Insurance Trust, and any and all of their current or former officers, directors, employees, agents, Board members, attorneys, and consultants (hereinafter the "Released Parties"), from any and all manner of action, causes of action, suits, debts, claims, judgments, and demands whatsoever in law, equity, or otherwise, which they ever had, now have, or hereafter may have, or which his heirs, executors, or administrators now have or hereafter may have, from the beginning of time until the execution of this agreement, including but not limited to, any and all claims arising out of, occurring during, or relating in any way to Mr. Phillips' employment with Beaufort County School District, or his separation from his employment with the District, including, but not limited to, any and all claims alleged in his discrimination charge, EEOC Charge No. 14C-2021-00441, SCHAC Charge No. 2-21-46D,A,R,S,RET, or allegations of discrimination on the basis of his disability, sex, race, age, or retaliation for any actions, including claims purporting to arise under the United States Constitution, Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the South Carolina Human Affairs Law, or the statutory and common law of the United States and the State of South Carolina.

6. Mr. Phillips further agrees that the Released Parties 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. Mr. Phillips agrees that, should any additional tax payment or withholding obligations apply to the payments, he will be responsible for the payment of the taxes, including any interest or penalties that may be owed. Mr. Phillips agrees to indemnify the Released Parties and hold them harmless against claims asserted at any time for taxes or withholding of any kind on the payments mentioned in Paragraph 3, above, including any penalties or interest.

7. Mr. Phillips further agrees to execute, through his attorney, the withdrawal of the aforementioned charge of discrimination, EEOC Charge No. 14C-2021-00441; SCHAC Charge No. 2-21-46D,A,R,S,RET, dismissing the same with prejudice against Released Parties.

8. Mr. Phillips covenants and agrees never to commence, aid in any way, prosecute, or permit to be commenced against the Released Parties any other proceeding based upon any claims, demands, causes of action, obligations, damages, or liabilities which are the subject of this Settlement Agreement and General Release. This paragraph shall not be construed to prevent or limit Mr. Phillips from providing truthful testimony or other evidence responsive to subpoena or court order.

9. It is further expressly agreed by Mr. Phillips herein that he shall not disclose or divulge the terms of this settlement (collectively referred to herein as “Confidential Information”) to anyone other than his spouse, attorneys and/or tax and financial advisors, or pursuant to court order or subpoena or as otherwise required by law. If Mr. Phillips discloses Confidential Information to his spouse, attorneys, or tax/financial advisors, Mr. Phillips shall advise those persons of the confidential nature of the information, and he agrees that disclosure of Confidential Information by those persons shall constitute a breach of this provision as if he had done it himself. If Mr. Phillips is otherwise asked about this charge or its status, he agrees to respond only by saying, “The matter has been resolved.”

10. This Settlement Agreement and General Release is not, and shall not be construed to be, an admission by the Released Parties or any of their administrators, officers, agents, Board members, employees, or representatives, that Mr. Phillips' claims were warranted or that any payment or compensation to Mr. Phillips was required by law or equity. Although they believe that their actions have been and continue to be completely appropriate, the Released Parties have entered into this Settlement Agreement and General Release in order to resolve the instant actions without the burden, expense, delay, and uncertainties of litigation.

11. Mr. Phillips hereby certifies that he has read the terms of this Settlement Agreement and General Release, that he has had an opportunity to discuss it with his attorney, and that he understands that it releases all of his known and unknown claims against the Released Parties. He is executing this Settlement Agreement and General Release of his own volition, and neither the Released Parties, nor their agents, representatives or attorneys, have made any representations to him concerning the terms or effects of this Settlement Agreement and General Release.

12. Mr. Phillips agrees that he has been afforded 21 days to review this Settlement Agreement and General Release before affixing his signature to the Agreement, but that he may accept this Agreement prior to the expiration of 21 days.

13. After signing this Settlement Agreement and General Release in full, Mr. Phillips 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.

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

Intending to be legally bound hereby, Mr. Phillips executes the foregoing

Settlement Agreement and General Release on the date so indicated.

Alice W. Waite

Witness

Frank J. Rodriguez

Dr. Frank Rodriguez, Superintendent

10/06/2022

Date

10/6/2022

Date

Chelsea Anderson

Witness

Qadir Phillips

Qadir Phillips

10/5/2022

Date

10/5/2022

Date

I certify that I am licensed to practice law by the Supreme Court of South Carolina, that I represented Qadir Phillips with regard to the charge captioned *Qadir Phillips v. Beaufort County School District*, that I have reviewed this document with Mr. Phillips, and that I have given him the benefit of my professional advice.



Elizabeth Bowen, Esq.

Attorney for Qadir Phillips

10/5/2022

Date