

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

**CONFIDENTIAL SETTLEMENT
AGREEMENT AND MUTUAL RELEASE**

WHEREAS, the Board of Trustees of School District Five of Lexington and Richland Counties (respectively, “the Board” or “the District”) previously employed Dr. Christina Melton (“Dr. Melton”) pursuant to a written Employment Agreement initially executed on or about December 11, 2017, first amended on September 23, 2019, and second amended on October 7, 2020 (collectively referred to herein as the “Employment Agreement”);

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

WHEREAS, the parties seek to resolve any and all disputes between them regarding termination of the Employment Agreement in this Confidential Settlement Agreement and Mutual Release (“Agreement”);

IT IS HEREBY MUTUALLY AGREED by and between the Board and Dr. Melton as follows:

1. Dr. Melton will resign from the District effective June 30, 2021, and the Board wishes to accept Dr. Melton’s resignation.
2. The parties agree that Dr. Melton will represent the District at graduation on Saturday, June 19, 2021, but will thereafter take her earned, accumulated, and unused vacation leave for the balance of the month of June 2021 and not report to work.
3. In consideration of the terms of Dr. Melton’s Employment Agreement, which currently extends through June 30, 2023, and her agreement to release all claims as set forth more fully in Paragraph 4 below, the Board agrees to pay Dr. Melton the lump sum, gross amount of Two Hundred Twenty-Six Thousand Three Hundred Sixty-Eight Dollars (\$226,368), this amount equaling to approximately one year of Dr. Melton’s total compensation. The District will pay said amount in

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addition to Dr. Melton's earned salary and vacation leave time through June 30, 2021. The District will pay Dr. Melton said amount in a lump sum on or before July 15, 2021 – presuming that Dr. Melton has met the conditions set forth in paragraph 7, herein below.

4. Dr. Melton, for and in consideration of the undertakings of the Board and the District set forth in Paragraph 2, and intending to be legally bound, does hereby irrevocably and unconditionally release, acquit and discharge forever School District Five of Lexington and Richland Counties, the District Board of Trustees, its members, in both their official and individual or personal capacities, and its and their agents, servants, successors and assigns, from any and all claims, demands, actions and causes of action whatsoever, in law or equity, known or unknown, from the beginning of time to the date hereof, including attorney's fees and costs incurred, which she has had or claims to have had, now has or claims to have, or hereafter may have or claim to have, particularly, but without limitation, any claims for breach of contract and personal injuries arising from or relating in any way to her employment relationship with the Board or the District and her separation from employment with the District. This Agreement shall not preclude Dr. Melton from continuing in the District's employee group benefit plan under COBRA; nor shall it preclude her from pursuing a claim, review, appeal, and/or litigation for any denials of employee group benefits.

5. For and in consideration of Dr. Melton's willingness to compromise any dispute she has with the District regarding termination of the Employment Agreement, the Board, its members in both their official and individual or personal capacities and the District hereby irrevocably and unconditionally releases, acquits and discharges forever Dr. Melton from any and all claims, demands, actions, and causes of action whatsoever, in law or equity, known or unknown from the beginning of time to the date hereof, including attorney's fees and costs incurred, which they have had or claim to have had, now have or claim to have, or hereinafter may have or claim to have, related to any actions by Dr. Melton during, arising from, or relating in any way to her employment relationship with the Board and her separation from the District.

6. The parties agree to keep this Agreement and the terms thereof confidential, while acknowledging that the Agreement is subject to disclosure pursuant to any request made pursuant to the South Carolina Freedom of Information Act. If either party, including any individual Trustee, is asked about this Agreement and/or its terms, the party shall respond that the Agreement speaks for itself and that she/he has no further comment. Dr. Melton's spouse, financial advisors, and attorneys are exempted from this confidentiality clause so long as they agree to be bound by it.

7. Dr. Melton understands and agrees that:

a. She has up to twenty-one (21) calendar days from her receipt of this Agreement to review and to discuss the promises and covenants set forth herein with an attorney of her own choosing regarding whether or not she wishes to execute it, although she may choose to execute the Agreement before the expiration of the twenty-one (21) day period;

b. She has the right to consult with an attorney of her own choosing so that she is fully aware of her rights and obligations under this Agreement;

c. She has seven (7) calendar days after she has signed this Agreement during which time she may revoke this Agreement. If Dr. Melton wishes to revoke this Agreement, she may do so by delivering a written notice of revocation to White & Story, LLC, at P.O. Box 7036, Columbia, SC 29202, for receipt within the seven-day revocation period;

d. Should Dr. Melton revoke this Agreement, she will not be entitled to any of the benefits described above;

8. Dr. Melton and each member of the Board agree they will not make any negative or disparaging statements or remarks concerning each other to any third person, entity or organization, whether by way of direct conversation, written or electronic communication and/or posts/messages on social media. The parties agree that if there is a corroborated breach of this provision, the breaching party will be required to pay a stipulated remedy in the amount of Twenty Thousand Dollars (\$20,000) to the non-breaching party. All parties acknowledge this remedy is not a

penalty, but an inducement for the parties to enter into this Agreement. The parties also agree that the non-breaching party is entitled to recover reasonable attorney's fees.

9. The parties agree that Dr. Melton can release the statement attached as **Exhibit A** by email to District stakeholders on Monday, ~~June 21~~^{June 14}, 2021. CW

10. 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.

11. Dr. Melton acknowledges and agrees that this Agreement constitutes the entire agreement and understanding between the Board and her concerning the separation of her employment and any obligations, monetary or otherwise, owed to her arising out of her employment with the District. Dr. Melton acknowledges and agrees that this Agreement supersedes any prior written or oral agreements or understandings between the parties hereto.


12. The parties agree that if any provision of this Agreement, other than the general release set forth in Paragraphs 4 and 5 above, or the application thereof to any person, place or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

13. 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.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed the foregoing Settlement Agreement and Mutual Release as of June 14, 2021, the Effective Date.

<u>Christina Melton</u>	<u>6/15/21</u>
Christina Melton, Ph.D. Ed.D	Date

SCHOOL DISTRICT FIVE OF LEXINGTON
AND RICHLAND COUNTIES:


Jan Hammond, Board Chair

6/14/21
Date


Matt Hogan Date


Ken Loveless, Vice Chair

6/14/2021
Date


Catherine Huddle Date


Rebecca Blackburn Hines

6/14/21
Date

Ed White Date


Nikki Gardner, Secretary

6/14/21
Date

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This message is a bittersweet message to write because of my love for our district. This is home. We are family.

I am a strong believer in seasons of life, including career. My season as superintendent is drawing to an end on June 30, 2021. As I prepare for this new chapter in my life, I thank the Board of Trustees for the privilege to lead School District Five. I thank our families, our community, and especially our students. I am grateful to the staff of School District Five. I am convinced the brightest, most talented, capable and caring professionals are concentrated here in our district... "know thy impact" is not a mantra, it is a mission at work daily in all operations across our district. I could list the #PrideIn5 accolades we have achieved, the historic precedents we have set, the records our students have made and the records our students have broken. I could list the extensive accomplishments our staff have been recognized for and how we have been innovative and forerunners in ratings, competitions, and recognitions. Instead of the extrinsic, it is the intrinsic I am most proud of. We have rallied in times of crisis. We have shared strength during weakness and we have seen the unprecedented. We have been a voice for our children, our community and our profession. We have been tested and have proven to be resilient and student-centered. I leave this chapter knowing the people in place will continue exemplary work focusing upon our most important resource... our children.

With a grateful heart and in service.