

STATE OF SOUTH CAROLINA)
)
COUNTY OF MARLBORO) **CONFIDENTIAL SETTLEMENT**
AGREEMENT AND MUTUAL RELEASE

WHEREAS, the Board of Trustees of Marlboro County School District (respectively, “the Board” or “the District”) previously employed Dr. Gregory McCord (“Dr. McCord”) pursuant to a written Employment Agreement initially executed on or about June 14, 2018, first amended on September 10, 2019, and second amended on September 13, 2021 (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. McCord:

1. Dr. McCord hereby voluntarily resigns as Superintendent of the District, effectively ending his contractual obligations, except otherwise provided herein. Should the need arise, Dr. McCord agrees to make himself available to answer questions District administration may have from time to time, until the effective date outlined below in Paragraph 2, to ensure continuity of services. When and if Dr. McCord secures other employment with PEBA benefits, Dr. McCord agrees to adjust the effective date in accordance with Paragraph 3.
2. In consideration of the terms of Dr. McCord’s Employment Agreement, which currently extends through June 30, 2023, and his agreement to release all claims as set forth more fully in Paragraph 4 below, the Board agrees that Dr. McCord shall receive all

compensation and benefits outlined in his Employment Agreement through October 15, 2022. Dr. McCord shall also remain on the District's group health insurance through October 15, 2022, and will be responsible for paying his portion of his health care premiums, which will be deducted from his paycheck as normally scheduled through payroll. Dr. McCord shall continue to receive all other fringe benefits outlined in his employment contract, including dental insurance, until October 15, 2022.

3. Nothing in this Agreement shall prohibit Dr. McCord from seeking or securing full-time employment from another employer prior to October 15, 2022. If Dr. McCord commences full-time employment before October 15, 2022, he shall notify the District's Director of Human Resources in writing to amend the effective date of his District resignation to reflect a date no later than the start date of his new position.

4. Dr. McCord shall be paid the remaining balance of his base salary during the next payroll cycle as a lump sum upon commencing full-time employment. McCord shall not receive any additional benefits, including, but not limited to, health insurance, retirement contributions, dental benefits, etc., upon commencing full-time employment.

5. Dr. McCord shall be paid for accumulated vacation days he has earned as of October 15, 2021. This lump sum payment shall be paid with his last normal payroll check on/about October 15, 2022 or upon McCord commencing full time employment, whichever is earlier. This payment shall be paid in the same fashion and form as any other employee who separates employment from the District.

6. The District agrees to refer all inquiries from Dr. McCord's prospective employers to the District's Director of Human Resources, who will respond to any employment

inquiries in writing by indicating: the dates of McCord' s employment, the positions held, and that he voluntarily resigned from employment with the District.

7. Nothing in this Agreement shall prohibit McCord from obtaining personal references from District employees or individual School Board Members; however, he understands and agrees that the District shall not be held liable for any references he receives other than the reference set forth in Paragraph 6 of this Agreement

8. Dr. McCord, 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 Marlboro County School District, the District Board of Trustees, its members, in both their official and individual or personal capacities, and its and their agents, attorneys, 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 he 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 his employment relationship with the Board or the District and his separation from employment with the District.

9. For and in consideration of Dr. McCord's willingness to compromise any dispute he 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. McCord 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. McCord during, arising from, or relating in any way to his employment relationship with the Board and his separation from the District.

10. 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. McCord's spouse, financial advisors, and attorneys are exempted from this confidentiality clause so long as they agree to be bound by it.

11. Dr. McCord understands and agrees that:

a. He has up to 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, although he may choose to execute the Agreement before the expiration of the twenty-one (21) day period;

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

c. He has seven (7) calendar days after he has signed this Agreement during which time he may revoke this Agreement. If Dr. McCord wishes to revoke this Agreement, he 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. McCord revoke this Agreement, he will not be entitled to any of the benefits described above;

12. Dr. McCord 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.

13. 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.

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

15. 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.

16. In accordance with the negotiated terms of this resolution, the District agrees to pay \$5,000 attorney fees to the Law Office of Montrio Belson, 511 Saluda Street, PO Box 566, Rock Hill, SC 29731, within fiver (5) days of the execution of this agreement.

17. The District agrees it is not required to submit a report to the South Carolina Department of Education pursuant to S.C. State Board of Education Regulation R43-58.1

18. 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 October 13, 2021, the Effective Date.

 10-13-21
Gregory McCord, Ed.D Date


Marlboro County School District:

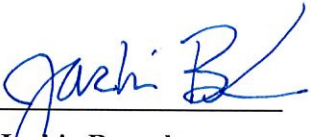
 10-13-21
Larry McNeil, Board Chair Date

 10-13-21
Danny Driggers Date


 10/13/21
Michael Coachman, Vice Chair Date

Janice Bright Date

 10/13/21
Kathy Manville, Secretary Date

 10/13/2021
Jackie Branch Date

 10/13/21
Reginald Gaymon Date

 10/13/2021
David Flowers Date

Rev. James Smith Date