

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

**RESIGNATION AND RELEASE IN FULL**

**I. RESIGNATION**

**WHEREAS:** KAY CROSS (hereinafter "Ms. Cross) has tendered her resignation from her position as Director of Human Resources for the City of Charleston with her last day in the office to be Friday, December 20, 2024; and

**WHEREAS:** The City has accepted her resignation; and


**WHEREAS:** Ms. Cross and the City wish to formally resolve all matters as between them;

**NOW, THEREFORE:** the parties agree as follows.

**II. RELEASES FROM MS. CROSS**

KAY CROSS ("Ms. Cross"), in return for the consideration described in Section III, hereunder, paid to her by the City of Charleston ("the City"), as full settlement of all her claims, does hereby release, acquit, discharge, and covenant not to sue the City or its present, past, and/or future Council Members, Mayors, officials, employees, agents, representatives, attorneys, insurers, successors and assigns from and/or with regard to all actions, charges, suits, damages, claims, or demands, in law or in equity, known or unknown, which she might have arising out of her employment with or separation from employment with the City from the beginning of time to the date of her execution of this document. This release includes, but is not limited to, any charge or claim arising under Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e et seq.); 42 U.S.C. §§ 1981, 1981a, 1983, 1985, 1986, and 1988; the Age Discrimination

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in Employment Act (ADEA), as amended (29 U.S.C. §621 et seq.); Americans with Disabilities Act of 1990 (ADA), as amended (42 U.S.C. § 12101 et seq.); the South Carolina Human Affairs Law (S.C. Code Ann. § 1-13-10 et seq.); The South Carolina Payment of Wages Act (S.C. Code Ann. § 41-10-10 et seq.); the Family and Medical Leave Act (29 U.S.C. §2601 et seq.); the Fair Labor Standards Act (FLSA) (29 U.S.C. §201, et. seq.); the Constitution, statutes, regulations, and Executive Orders of the United States and/or the State of South Carolina; the common law, including contractual claims and intentional and unintentional tort claims, and extends to claims for attorney fees relating to all claims. This release shall be binding upon Ms. Cross's heirs and assigns.

### **III. CONSIDERATION**

As consideration for the Releases set forth in Section II, above, the City will pay to Ms. Cross the following:

**A. SALARY CONTINUATION :** Although Ms. Cross's last day in the office will be December 20, 2024, the City will continue to pay her full salary including any automatic cost of living increases applicable to all employees, and including all employer share of retirement contributions through February 9, 2025. Ms. Cross acknowledges that all mandatory withholdings and taxes will be deducted from such pay as will regular deductions for health insurance premiums, and that she will receive the net amount after such deductions.

**B. BENEFIT CONTINUATION:** During the salary continuation period, Ms. Cross will continue to have participation and eligibility for participation in the City's group health plan or any other employee benefit plan or program for which she would otherwise be eligible. Based

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on her final pay date of February 9, 2025, and in accordance with the formal terms of the written group health plan document, Ms. Cross's current level of coverage in that plan will continue in effect until midnight, February 28, 2025, and shall end at that time. In accordance with the terms of the City's retiree health plan, Ms. Cross may elect to continue coverage under that program at her own expense and subject to the current terms and conditions of the plan applicable to all retirees.

C. As further consideration, the City will pay to Ms. Cross a single lump sum payment of Forty Thousand and no/100 (\$40,000) Dollars. This payment shall be made on the date which is eight days after the commencement of the seven-day revocation period discussed in Section IV, below. This lump sum payment shall be deposited directly by the City into Ms. Cross's §401(k) and/or §457 account(s) in such respective amounts as shall be directed by Ms. Cross.

D. The consideration outlined in Section III A-C shall be in addition to payment in full for her accrued annual leave as provided under regular City policy. In accordance with that policy, the amounts payable for annual leave shall not be paid until the end of her final salary pay period. It is expressly agreed that her leave balance will continue to accrue during the salary continuation period. Based on current accrued balance and accrual rates, the amount owed to Ms. Cross upon payout will be Thirty-three Thousand, Thirty-nine and 30/100 (\$33,039.30) Dollars. This payment will be treated as wages and Ms. Cross will receive the net amount after mandatory withholdings.

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#### **IV. RELEASE OF AGE CLAIMS**

Ms. Cross understands that this document includes a release and waiver of any claim she has or may have under the Age Discrimination in Employment Act (ADEA). In accordance with that Act, Ms. Cross understands that she has a period of twenty-one days from the receipt of this release in which to review and consider its terms and conditions. She understands that she has the right to waive all or any part of that twenty-one day period, but that she is not required to do so. She confirms that her agreement to these terms and this release is knowing and voluntary. She also understands that she will have a revocation period of seven days from the date of full execution of this document by the parties. This revocation period is afforded to her by law and this agreement shall not become effective or enforceable until the seven-day revocation period has expired.

**Ms. Cross has been advised to consult with an attorney or government agency prior to executing this agreement.**

#### **V. GENERAL PROVISIONS**

Ms. Cross acknowledges she has read and fully understands the terms of this Release and Resignation.

Ms. Cross agrees the consideration given hereunder is not, and is not intended to be construed as, an admission of liability on the part of the City or any person, and this agreement will in no way be considered as evidence or an admission of any wrongdoing by the City, or any person acting on its behalf.

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Ms. Cross understands this is a complete and final release and that no other money or other consideration is to be paid to her or anyone on account of any dealings she has had with the City, from the beginning of time to the date hereof. She agrees this document incorporates all oral understandings and negotiations between herself and the City, and that it is the entire agreement between them.

Ms. Cross agrees that this Release has been executed and delivered in the State of South Carolina, and the laws of such state shall govern its validity, interpretation, performance and enforcement. If a court of competent jurisdiction declares any provision of this Release to be illegal or invalid, the validity of the remaining provisions shall not be affected thereby, and the illegal or invalid provision shall be deemed not to be a part of this Release.

Ms. Cross and the City agree that an electronic copy of this document, including any signature hereto is considered and will be treated as an original for all purposes.

IN WITNESS WHEREOF, the undersigned have initialed each of the preceding pages and have executed this Resignation and Release in Full on the date shown below.

JKL  
KAY CROSS

CITY OF CHARLESTON

By: [Signature]  
Its: Mayor

DATE: 12-9-24

DATE: 12/9/24

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[Signature]