



C. As further consideration for the releases herein, Ms. Miller acknowledges that the County will pay such lump sum as is necessary to fully cover Ms. Miller's continued health insurance benefits at applicable S.C. PEBA and County COBRA rates until June 30, 2020. This will include coverage for Ms. Miller and any dependent(s) covered as of her last day of work. Ms. Miller and the County agree that this sum is Two Thousand, Five Hundred Fifty-two and 00/100 Dollars (\$2,552.00). This payment will not be deducted from, but will be in addition to the Severance Payment referenced in Item One section B above. The payments made hereunder will be in addition to payment for any unused, accrued annual leave that Ms. Miller might have on balance as of December 6, 2019. The County agrees to make an advance payment of this annual leave balance to Ms. Miller on or before December 27, 2019, at Ms. Miller's request. Ms. Miller and the County agree that this sum is \$95,255.23 (939.67912 hours with an hourly rate of \$101.37). The County further agrees that it will not contest any claim for unemployment benefits that might be made or filed by Ms. Miller.

D. Except as otherwise provided herein, in addition to the Severance Payment set forth in Item One section B, above, the County will continue Ms. Miller's current salary and benefits until January 7, 2020, less deductions required by law. Ms. Miller understands that the County will not be required to provide the Severance Payment until January 7, 2020.

E. As a result of the agreed-upon lump sum annual leave payment of \$95,255.23 provided for in Item One section C above, Ms. Miller and the County agree that no additional accrual or payment of annual leave will occur.

F. Ms. Miller acknowledges that the \$221,649.40 in severance payments made hereunder are wage-based and are subject to deduction for taxes and other mandatory deductions.

## **ITEM TWO: GENERAL PROVISIONS**

A. Ms. Miller agrees that neither she, nor anyone acting on her behalf will disclose the terms of this Agreement to any person or entity except as may be required by law. This prohibition does not prevent her from disclosing the agreement to a legal, financial, or similar advisor, provided that, in making such disclosure, she agrees to notify the third party of this confidentiality clause and obtains the third party's agreement to be bound by same. Any publication/disclosure by any third party to whom Ms. Miller has disclosed any item(s) of this agreement shall be deemed disclosure by Ms. Miller.

The County agrees that it will not, except with prior written consent of Ms. Miller or as required by law or legal process, divulge or disclose any confidential, non-public document or information concerning matters of a personal nature. This provision does not purport to supplant the South Carolina Freedom of Information Act, but merely reinforces the relevant exemptions for, among other things, information of a personal nature where the public disclosure thereof would constitute an unreasonable invasion of personal privacy.

B. The County will provide neutral references to potential employers in accordance with its policies (dates of employment, position(s) held, and final rate of compensation). For the purposes of this provision, reference inquiries must be directed



to the Charleston County Clerk of Council's office. If a press release or media announcement is planned regarding Ms. Miller's separation from employment, the County will permit Ms. Miller to review and comment on such statement or release, but the County retains sole discretion as to its content.

C. Ms. Miller agrees that she will assist and cooperate with the County in connection with the defense or prosecution of any claim that may be made against or by the County, or in connection with any ongoing or future investigation, dispute, claim, or litigation of any kind involving the County, including testifying in any proceeding to the extent such claims, investigations, or proceedings relate to services performed or required to be performed by Ms. Miller, pertinent knowledge possessed by Ms. Miller, or any act or omission by Ms. Miller. Ms. Miller further agrees to perform all acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this paragraph.

D. Ms. Miller agrees that the sums referenced above in this Agreement are being paid in hand as provided above, and the \$221,649.40 Severance Payment, \$2,552.00 COBRA payment, and her final regular paycheck will be provided to Ms. Miller in the form of a paper check on January 7, 2020, subject to Ms. Miller's instructions as to pre- and post-tax distribution as permitted by applicable state and federal law. Ms. Miller also agrees that she has been properly paid and that she has received all employee benefits to which she was entitled.

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

F. Ms. Miller understands that 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 that she has had with the County, from the beginning of time to the date hereof. She agrees that this document incorporates all oral understandings and negotiations between herself and the County, and that it is the entire agreement between them, and supersedes and cancels all prior or current written and oral agreements, if any, between Ms. Miller and the County, including the Employment Contract dated May 9, 2017.

G. Ms. Miller acknowledges that she has read and fully understands this Separation and Release in Full and that she is aware that it waives claims and/or rights she may have pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §621, et seq. Further, Ms. Miller ACKNOWLEDGES THAT SHE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.

H. Ms. Miller further acknowledges that she received this Separation and Release on December 19, 2019 and that she has been given a period of at least 21 days in which to consider the terms of this Separation and Release, and that, once she has signed and returned it to the County, she will have a period of 7 days in which to revoke it should she elect to do so.

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



JENNIFER J. MILLER

By: Jennifer J. Miller

Date: 12/20/2019

WITNESS/ATTEST

1) Joseph White

2) Maria Blouin

J. ELLIOTT SUMMEY  
Chairman, Charleston County Council

By: J. Elliott Summey

Date: 12/19/19

WITNESS/ATTEST

1) Crystal Bunn

2) Wesley