

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHEROKEE)

**CONFIDENTIAL SETTLEMENT
AGREEMENT AND GENERAL
RELEASE**

WHEREAS, the Board of Trustees of Cherokee County School District (respectively, “the Board” or “the District”) previously employed Dr. Dana Fall (“Dr. Fall”) pursuant to a written Employment Agreement executed on or about July 1, 2019, and subsequently amended on (“Employment Agreement”);

WHEREAS, the parties are desirous of terminating said Employment Agreement by mutual agreement, pursuant to Paragraph 10(a) of the Employment Agreement; and

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

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

1. Dr. Fall will resign from the District effective June 30, 2024, and the Board wishes to accept his resignation. The current Board Chair, Dr. Mark Nix, will provide Dr. Fall with a letter of reference for use as Dr. Fall sees fit. Should any individual Trustee be contacted by a prospective employer of Dr. Fall for a reference, that Trustee shall refer the caller to Dr. Nix.

2. The parties agree Dr. Fall will submit his letter of resignation upon execution of this agreement which shall be effective June 30, 2024.

3. In consideration of the terms of Dr. Fall's Employment Agreement, which currently extends through June 30, 2027, and his agreement to release all claims as set forth more fully in Paragraphs 6 and 9 below, the Board agrees to:

- a. Accept Dr. Fall's voluntary resignation from employment effective June 30, 2024, or earlier as stated herein.
- b. Continue payment of Dr. Fall's base salary, auto allowance, the District's share of benefits contributions in accordance with the District's regular payroll practices, less all relevant taxes and other withholdings, through Dr. Fall's effective date of resignation of June 30, 2024. Benefits shall remain in effect and coverage provided until June 30, 2024. In the event Dr. Fall obtains full-time employment prior to June 30, 2024, he shall notify the District's Human Resources Department of the start date of the newly obtained employment. As such, the effective date of resignation shall be the earlier of the start date of the new position or June 30, 2024.
- c. In the event Dr. Fall's effective resignation date is before June 30, 2024, the District will cease payments as described in Paragraph 3(b), but will provide payments to Dr. Fall on a *pro rata* basis up to the date of resignation.

4. Except May 28 through June 11, 2024, Dr. Fall shall make himself available to the Acting or Interim Superintendent for consultation by telephone or email as needed and necessary through the effective date of his resignation.

5. Upon Dr. Fall's effective resignation, the District will pay in accordance with the District's regular payroll practices, in a lump sum, the gross amount of One Hundred Twenty Thousand Seven Hundred Fifty Dollars (\$120,750.00). The District will pay Dr. Fall said gross amount in a lump sum on or before July 15, 2024 – presuming Dr. Fall has met the conditions set forth in Paragraphs 6 and 9 herein.

6. Dr. Fall, for and in consideration of the undertakings of the Board and the District set forth in Paragraph 3, and intending to be legally bound, does hereby irrevocably and unconditionally release, acquit and discharge forever Cherokee County School District, the District Board of Trustees, its members, in both their official and individual or personal capacities, and its and their attorneys, 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 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/or 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. This Agreement shall not preclude Dr. Fall from continuing in the District's employee group benefit plan under COBRA; nor shall it preclude him from pursuing a claim, review, appeal, and/or litigation for any denials of employee group benefits.

7. 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. Fall's spouse, financial

advisors, and attorneys are exempted from this confidentiality clause so long as they agree to be bound by it.

8. Dr. Fall agrees to cooperate with the Board and District regarding any litigation arising from events occurring during his tenure as Superintendent. The Board agrees to reimburse Dr. Fall for any direct costs associated with that cooperation, such as travel to and from the District.

9. In further consideration of the payments and benefits provided to Dr. Fall in this Agreement, Dr. Fall hereby irrevocably and unconditionally waives, releases, and discharges the District and the Board from any and all Claims, whether known or unknown, from the beginning of time through the date of Fall's execution of this Agreement, arising under the Age Discrimination in Employment Act (ADEA), as amended, and its implementing regulations. By signing this Agreement, Dr. Fall hereby acknowledges and confirms that:

- a. Dr. Fall has read this Agreement in its entirety and understands all of its terms;
- b. by this Agreement, Dr. Fall has been advised in writing to consult with an attorney, and has consulted with such counsel to the extent Dr. Fall has deemed necessary before signing this Agreement;
- c. Dr. Fall knowingly, freely, and voluntarily agrees to all of the terms and conditions set out in this Agreement including, without limitation, the waiver, release, and covenants contained in it;
- d. Dr. Fall is executing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which Dr. Fall is otherwise entitled;

- e. Dr. Fall was given at least twenty-one (21) days to consider the terms of this Agreement and consult with an attorney of Dr. Fall's choice, although Dr. Fall may sign it sooner if desired and changes to this Agreement, whether material or immaterial, do not restart the running of the 21 day period;
- f. Dr. Fall understands that he has seven (7) days from the date of signing this Agreement to revoke the release in this paragraph by delivering notice of revocation to the District's counsel J. Alexander Sherard, Esq. at White & Story, LLC by email/overnight delivery at asherard@sodacitylaw.com or 3614 Landmark Dr., Suite EF, Columbia, SC 29204 before 5:00 p.m. at the end of the seven-day period; and
- g. Dr. Fall understands that the release in this paragraph does not apply to rights and claims that may arise after the date on which Dr. Fall signs this Agreement.

10. Dr. Fall agrees he will not make any negative or disparaging statements or remarks concerning the District or the Board members 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, Dr. Fall will be required to pay a stipulated remedy in the amount of Twenty Thousand Dollars (\$20,000) to the District. All parties acknowledge this remedy is not a penalty, but an inducement to enter into this Agreement. The parties also agree that the non-breaching party is entitled to recover reasonable attorney's fees and court costs.

11. 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.

12. Dr. Fall acknowledges and agrees 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. Fall acknowledges and agrees that this Agreement supersedes any prior written or oral agreements or understandings between the parties hereto.

13. The parties agree that if any provision of this Agreement, other than the general release set forth in Paragraphs 6 and 9 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.

14. The parties agree that a facsimile or electronic signature on this Agreement shall be as effective as an original signature and that this Agreement may be signed in separate counterparts.

[Signature Block on Following Page]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed the foregoing Settlement Agreement and Mutual Release as of March 27, 2024, the Agreement's Effective Date.

SUPERINTENDENT

**CHEROKEE COUNTY SCHOOL
DISTRICT BOARD OF TRUSTEES**


Dr. Dana Fall (Mar 29, 2024 09:27 EDT)


Dr. Mark Nix (Mar 29, 2024 11:32 EDT)

Dr. Dana Fall

**Dr. Mark Nix
Board Chair**

Date: Mar 29, 2024

Date: Mar 29, 2024

Dr. Dana Fall
E-signed 2024-03-29 09:27AM EDT
falldana@hotmail.com

Dr. Mark Nix
E-signed 2024-03-29 11:32AM EDT
mark.nix@cherokee1.org



Approved By:

Approved By:


RW Belcher (Mar 28, 2024 16:52 EDT)


J. Alexander Sherard (Mar 28, 2024 16:30 EDT)

**Reginald Belcher, Esq.
Counsel to Dr. Fall**

**J. Alexander Sherard, Esq.
Counsel to Cherokee County School District**

Date: Mar 28, 2024

Date: Mar 28, 2024

RW Belcher
E-signed 2024-03-28 04:52PM EDT
rbelcher@turnerpadget.com

J. Alexander Sherard
E-signed 2024-03-28 04:30PM EDT
asherard@sodacitylaw.com
White & Story



03.28.24_FINAL_S&R_Fall_CCSD

Final Audit Report

2024-03-29

Created:	2024-03-28
By:	J. Alexander Sherard (asherard@sodacitylaw.com)
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-  Document created by J. Alexander Sherard (asherard@sodacitylaw.com)
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Signature Date: 2024-03-29 - 1:27:33 PM GMT - Time Source: server- IP address: 68.186.157.219
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 Document e-signed by Dr. Mark Nix (mark.nix@cherokee1.org)

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 Agreement completed.

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