

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF CHARLESTON            )     SETTLEMENT AGREEMENT AND  
  )     MUTUAL GENERAL RELEASE

For and in consideration of the mutual promises between and among the parties to this Settlement Agreement and Mutual General Release, the receipt and sufficiency of which are hereby acknowledged, Dr. Gerrita Postlewait ("Dr. Postlewait") and the Board of Trustees of Charleston County School District (the "Board" or "District"), hereby mutually agree as follows:

1. Dr. Postlewait is resigning from her position as Superintendent with the District, effective January 2, 2022, and will continue as a consultant with the District from January 3, 2022, through June 30, 2022, where she will continue to receive her current salary and benefits through June 30, 2022. (The continuation of her benefits through June 30, 2022, shall include continuation of her current health insurance coverage through June 30, 2022; payment of her existing disability insurance premium through June 30, 2022; payment of her existing term life insurance premium through June 30, 2022; payment of her monthly automobile allowance of \$1,000 through June 30, 2022; and payment to an annuity of her choosing on or before June 30, 2022, in an amount equal to 14 % of her annual salary, which amounts to thirty three thousand eight hundred seventy nine dollars and fourteen cents (\$33,879.14) (based on her 2021-22 school year annual salary). While serving as a consultant through June 30, 2022, the District will continue to allow Dr. Postlewait to use the current District cellular telephone, laptop and/or iPad in connection with her duties and responsibilities. The Board will accept Dr. Postlewait's resignation from her employment with the District, effective June 30, 2022. While serving as a consultant through June 30, 2022, Dr. Postlewait will remain available to provide consulting services at the Board's direction and will conscientiously provide information and assistance relating to District operations of which she has knowledge or background information as may be necessary.

2. After her resignation on June 30, 2022, and in consideration for the promises herein, Dr. Postlewait will receive on or before July 15, 2022, payment of a lump sum in

an amount equal to 12 months of her annual salary, (based on her current 2021-22 school year annual salary), which amounts to two hundred forty one thousand nine hundred ninety three dollars and eighty six cents (\$241,993.86), less normal payroll deductions; and payment for 45 days of unused vacation leave, (based on her current 2021-22 school year annual salary), which amounts to forty five thousand three hundred seventy three dollars and eighty six cents (\$45,373.86), less normal payroll deductions. The District will also make a payment to an annuity of her choosing on or before July 15, 2022, for the 2022-23 school year, in an amount equal to 14 % of her annual salary, which amounts to thirty three thousand eight hundred eight hundred seventy nine dollars and fourteen cents (\$33,879.14) (based on her current 2021-22 school year annual salary). Dr. Postlewait agrees that the above-referenced payments constitute the payment in full of any and all money owed to her as provided for in her employment contract with the District and Board policies and procedure.

3. The District agrees to reimburse Dr. Postlewait on or before January 15, 2022, the amount of \$2,500 for payment of her attorney's fees in connection with this matter.

4. Dr. Postlewait acknowledges that her resignation and release from her contract waives any right to a hearing before the Charleston County School District Board of Trustees.

5. In consideration of the promises and covenants herein, Dr. Postlewait, for herself, her heirs, executors, administrators, and assigns, hereby releases and discharges forever Charleston County School District and each of its administrators, trustees, employees, agents, servants, successors, and assigns, or any of them, from all claims, demands, actions, and causes of action whatsoever, known or unknown, suspected or unsuspected, under any State or federal law, statute, common law, or public policy, which she has had, now has, or hereafter may have, from the beginning of time until the execution of this agreement, including but not limited to, any and all claims arising out of, occurring during, or relating in any way to her employment with the

District, her employment contract, or her separation from employment with the District, including, but not limited to, any claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, or the Age Discrimination in Employment Act.

6. The parties agree that Dr. Postlewait can release the statement attached as Exhibit A by email to District stakeholders on December 29, 2021.

7. Dr. Postlewait and the Charleston County School District Board of Trustees members, individually and collectively, mutually agree not to make disparaging comments about one another or the District.

8. The parties recognize that the promises and covenants contained herein are made in consideration of Dr. Postlewait's and the Board's agreement to release her from her contract and are in no way an admission of wrongdoing.

9. This Settlement Agreement and Mutual General Release contains the entire agreement between the parties and may only be modified by way of a formal written document executed in the same manner as this Agreement.

10. If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal under either federal or State law, the remainder of the Agreement not affected by such ruling shall remain in force.

11. Dr. Postlewait is hereby advised to consult with an attorney to review this Settlement Agreement and Mutual General Release.

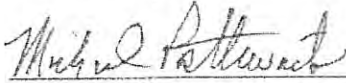
12. Dr. Postlewait agrees that she has been afforded 21 days to review this Settlement Agreement and Mutual General Release before affixing her signature to the Agreement, but that she may accept this Agreement prior to the expiration of 21 days.


13. After signing this Settlement Agreement and Mutual General Release in full, Dr. Postlewait shall have the right to revoke this Agreement so long as such revocation is in writing and received by the District no later than the close of business on the seventh day after the

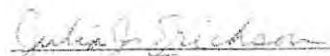
date hereto.

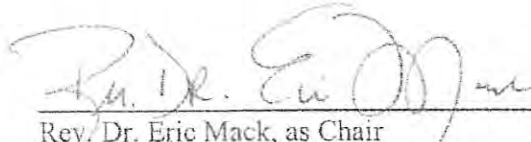
14. Dr. Postlewait acknowledges that the execution of this Agreement is her voluntary act done with full understanding of the terms contained herein and after opportunity to consult with any advisor of her choosing.


WITNESS OUR HANDS AND SIGNATURES this 10<sup>th</sup> day of January, 2022.

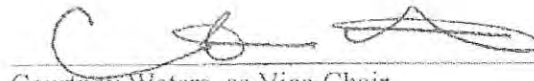
  
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Witness

  
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Dr. Gerrita Postlewait

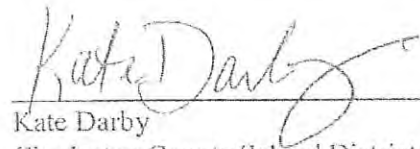
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Rev. Dr. Eric Mack, as Chair  
Charleston County School District Board of Trustees

  
\_\_\_\_\_  
Witness C.W.


  
\_\_\_\_\_  
Courtney Waters, as Vice-Chair  
Charleston County School District Board of Trustees


  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Kate Darby  
Charleston County School District Board of Trustees


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Witness

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Cindy Bohn Coats  
Charleston County School District Board of Trustees

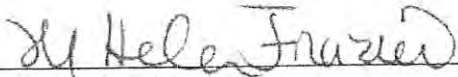
  
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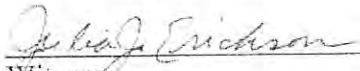
  
\_\_\_\_\_  
Joyce Green  
Charleston County School District Board of Trustees


  
Witness

  
Erica Cokley  
Charleston County School District Board of Trustees

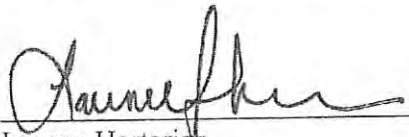
  
Witness

  
Dr. Helen Frazier  
Charleston County School District Board of Trustees

  
Witness

  
Dr. Kristen French  
Charleston County School District Board of Trustees

  
Witness

  
Lauren Herterich  
Charleston County School District Board of Trustees