

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by and between Dr. Eric. N. Gallien ("Dr. Gallien") and Charleston County School District ("CCSD"), referred to together as the "Parties," as of the date it is signed by both parties hereto.

RECITALS

WHEREAS, The Parties entered into an Employment Agreement with a term commencing on July 1, 2023, under which CCSD engaged Dr. Gallien to serve as district superintendent; and

WHEREAS, Dr. Gallien is currently on paid administrative leave pending an external investigation of an employee complaint; and

WHEREAS, on October 5, 2023 Dr. Gallien filed a declaratory judgment action against CCSD in the Charleston County Court of Common Pleas, entitled *Dr. Eric N. Gallien, Plaintiff v. Charleston County School District, Defendant*, Case No. 2023-CP-10-04910; and

WHEREAS, CCSD has not Answered the aforesaid Complaint; and

WHEREAS, the external investigation of the employee complaint has now been completed, and while entry into this settlement does not constitute agreement by either Dr. Gallien or the CCSD to the Investigator's conclusions, the Investigator has concluded that:

- A) Dr. Gallien has not created a "hostile environment" – that is, an intolerable working environment which exists because of discrimination based upon an employee's race, sex, national origin, age, religion, disability, sexual preference, or some other status protected by state and/or federal law. Dr. Gallien has not subjected the complainant to such an environment, nor has he retaliated against the complainant because she engaged in protected conduct related to her – or some other employee's – protected status.

B) Dr. Gallien has violated a clear, published directive established by the CCSD Board.

He was placed on notice of that directive. He was directed to follow it. He intentionally failed to comply. His noncompliance improperly and significantly modified the terms and conditions of the complainant's employment to her detriment, and this noncompliance materially disrupted her work.

The CCSD contends that the referenced conduct of Dr. Gallien furnishes cause for the termination of his employment contract. Dr. Gallien contends that the directive at issue was superseded by his employment contract. These issues and others are the subjects of the pending declaratory judgment action; and

WHEREAS, the parties wish to settle the differences between them prior to the completion of the declaratory judgment action and pursuant to the provisions of Paragraph 8.f. of the Employment Agreement, providing for separation by mutual agreement of the Parties;

NOW, THEREFORE, for and in consideration of the mutual promises herein, the Parties agree as follows:

1. The Employment Agreement between the Parties shall be terminated effective immediately;
2. Dr. Gallien agrees to waive any notice requirement under the Employment Agreement;
3. The Parties agree that Dr. Gallien's separation from employment will be by mutual agreement under Paragraph 8.f. of the Employment Agreement and for "no reason" as stated in Paragraph 8.d. of the Employment Agreement;
4. CCSD will pay Dr. Gallien twelve (12) months of his current base salary on a twice-monthly basis. In addition, CCSD will pay Dr. Gallien fifty thousand dollars

(\$50,000) as non-wages, to be paid in equal installments with the twice-monthly payments provided for herein;

5. CCSD will reimburse Dr. Gallien for any and all unreimbursed expenses through September 25, 2023.
6. CCSD will reimburse attorney fees Dr. Gallien has incurred in the amount of thirty-four thousand dollars (\$34,000.00); and
7. Dr. Gallien will dismiss with prejudice the action entitled *Dr. Eric N. Gallien, Plaintiff v. Charleston County School District, Defendant*, Case No. 2023-CP-10-04910.
8. Release of All Claims. Dr. Gallien agrees to waive, release, acquit and forever discharge CCSD, its agents, employees, volunteers, Trustees, contractors, attorneys, and all others who might be liable to him, for all claims, known or unknown, arising out of contract, tort, or any state or federal laws, relating in any way to his employment by CCSD and existing as of the time of execution of this Agreement. This waiver and release expressly includes, but is not limited to, claims for damages for mental anguish, injury to reputation, financial loss, infringement of civil rights, compensatory damages, punitive damages, liquidated damages, injunctive and declaratory relief, interest, attorneys' fees, costs, and claims arising out of any federal, state or other governmental statute, regulation, or ordinance, including, without limitation: Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991 or as otherwise amended; the Americans with Disabilities Act, as amended, 42 U.S.C. 1981, as amended; the Equal Pay Act, as amended; the Occupational Safety and Health Act, as amended; the Consolidated

Omnibus Budget Reconciliation Act of 1986 ("COBRA"), as amended; the Family and Medical Leave Act, as amended; the Fair Labor Standards Act, as amended, the South Carolina Payment of Wages Act, as amended; intentional or negligent infliction of emotional distress or "outrage"; interference with employment and/or contractual relations; wrongful discharge; invasion of privacy; defamation; whistleblowing; and any and all claims that could have been asserted in any lawsuit.

9. No Admission. The Parties acknowledge that the settlement as set forth in this Agreement is a compromise of doubtful and disputed claims. Neither payment nor any action taken pursuant to this Agreement shall be considered or construed as an admission or establishment of wrongdoing on the part of either Party.
10. Advice of Counsel. Each Party hereby declares and represents to the other Party that he or it relied wholly upon the judgment, belief and knowledge of its own agents and attorneys and that this Agreement is entered into without any reliance upon any statement or representation of the other Party or its representatives not contained herein. The Parties expressly acknowledge that they have carefully read and understand this Agreement and have executed it knowingly and willfully for the purposes and consideration set forth herein. The Parties specifically declare and represent that no promise, inducement or agreement not herein expressed has been made to the other Party and that the terms of this Agreement are contractual and not mere recitals.

11. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of South Carolina. Any action regarding this Agreement shall be brought in Charleston County, South Carolina.
12. Entire Agreement. This Agreement represents the sole and entire agreement between the Parties and supersedes any and all prior agreements, negotiations, and discussions between the Parties and/or their respective counsel with respect to the subject matters covered in this Agreement. The Parties specifically declare, represent and agree that the terms of this Agreement, and the words used herein, shall not be construed against either Party.
13. Counterparts, Facsimiles and Modifications. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. This Agreement may also be executed by facsimile or PDF signatures, which facsimile or PDF signatures will be deemed for all purposes as originals. No modification of this Agreement shall be valid or effective unless it is in writing and signed by all of the Parties hereto.
14. No Representation of Tax Consequences. The Parties agree that no Party has provided any tax advice related to the settlement payments. Dr. Gallien shall assume full responsibility for any and all of his tax obligations that may be imposed, due, or owing to any local, state, or federal authority, however or whenever arising, as a result of the Settlement Amount. Dr. Gallien further agrees and warrants that he shall not have a claim against any Party with respect to any tax liability that he may incur arising out of the payment of the Settlement Amount set forth herein.

15. **Employee Acknowledgements.** Dr. Gallien specifically agrees and acknowledges:
- a. That Dr. Gallien is hereby advised by CCSD to consult with an attorney prior to executing this Agreement;
 - b. that Dr. Gallien has had the opportunity to consult with an attorney of Employee's choosing. Each party is responsible for their own costs and fees resulting from an attorney reviewing this Agreement;
 - c. that in executing this Agreement, Dr. Gallien does not rely, and has not relied, upon any representation or statement not set forth herein made by CCSD, its agents, employees, volunteers, Trustees, contractors, attorneys, or any of the parties released herein with regard to the subject matter, basis or effect of this Agreement or otherwise;
 - d. that Dr. Gallien's waiver of rights under this Agreement is knowing and voluntary; and
 - e. that Dr. Gallien has read and understands the terms of this Agreement.

Dr. Eric N. Gallien

Eric N. Gallien

Date: 10/27/23

Charleston County School District

Ronaka M. McKinney
By: TAMELA M. MCKINNEY
Its: CCSD BOARD CHAIR

Date: October 27, 2023