

STATE OF SOUTH CAROLINA) MUTUAL SEPARATION AGREEMENT AND
) GENERAL RELEASE
COUNTY OF AIKEN)

For and in consideration of the mutual promises between and among the parties to this mutual Separation Agreement and General Release, the receipt and sufficiency of which are hereby acknowledged, Dr. Ahmed Sean Alford ("Dr. Alford") and Aiken County Public School District ("the District") hereby agree as follows:

1. Dr. Alford voluntarily will request to be released from his contract and resign from his employment Aiken County Public School District, effective September 13, 2019, and the Board will accept his resignation, effective on such date. In exchange for his resignation, Dr. Alford will receive a lump sum payment in the amount of Two Hundred Twenty Two Thousand Eight Hundred Thirty Four Dollars (\$222,834), less normal payroll deductions. Consistent with his contract, and Board policy, Dr. Alford will receive pay for his unused vacation leave, up to a maximum of 45 days. Consistent with Board policy, Dr. Alford will receive pay for his unused sick leave at the rate of \$25 per day. In addition, the District will make a direct payment to the retirement system in the amount of Eighteen Thousand Two Hundred Fifty Five Dollars and one cent (\$18,255.01). Dr. Alford agrees that these payments include the payment in full of any and all money owed to him as provided for in his employment contract with the District and Board policies and procedures, including, but not limited to, pay for accumulated vacation leave and sick leave. Payment will be made eight days after the full execution of this Settlement Agreement.

2. Dr. Alford agrees that no warranties have been made by the District that there is no further taxable consequence or withholding obligation as to the payments referred to herein. Dr. Alford agrees that, should any additional tax payment or withholding obligation apply to the payments, he will be responsible for the payment of the taxes, including any interest or penalties that may be owed. Dr. Alford agrees to indemnify the District and hold it harmless against claims asserted at any time for taxes or withholding of any kind on the payments mentioned above, including any penalties or interest.

3. In response to a request for a reference for Dr. Alford, the District will release a letter from the Board Chair which states: "Attached is a copy of the Board's latest evaluation of Dr. Alford by letter dated October 30, 2018." (which will attach the October 30, 2018 letter.)

4. Dr. Alford pledges to work cooperatively and constructively with the Board, or the Acting or Interim Superintendent, and District personnel. In light of his continuing professional obligations to the District, Dr. Alford agrees to provide such information and assistance as may be needed and requested by the Board Chair or the Acting or Interim Superintendent, upon reasonable notice, regarding any litigation, personnel matters, or other matters which may have arisen during his administration. The District shall reimburse Dr. Alford for any actual expenses related to such assistance, as approved by the Board, and at a prorated per diem rate for providing assistance requested by the Board Chair or Acting or Interim Superintendent in excess of ten hours per month through June 30, 2020.

5. Dr. Alford acknowledges that his resignation and release from his contract waives any right to a hearing before the Aiken County Public School District Board of Education.

6. Dr. Alford and the Aiken County Public School District Board of Education members, individually and collectively, mutually agree not to make disparaging comments publicly about one another, or the District or Board.

7. In consideration of the promises and covenants herein, Dr. Alford, for himself, his heirs, executors, administrators, and assigns, hereby releases and discharges forever Aiken County Public 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 he has had, now has, or hereafter may have, whether known or unknown, arising from or relating in any way to his employment relationship with the District, or his 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.

8. The parties recognize that the promises and covenants contained herein are made in consideration of Dr. Alford's resignation and are in no way an admission of wrongdoing.

9. This Agreement and 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. The parties shall maintain the confidentiality of this agreement and not release a copy of the agreement except as required by law, regulation, subpoena, or court order.

11. 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.

12. Dr. Alford is hereby advised to consult with an attorney to review this Agreement and General Release.

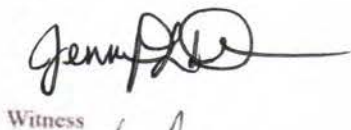
13. Dr. Alford agrees that he has been afforded 21 days to review this Agreement and General Release before affixing his signature to the Agreement, but that he may accept this Agreement prior to the expiration of 21 days.

14. After signing this Agreement and General Release in full, Dr. Alford 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.

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

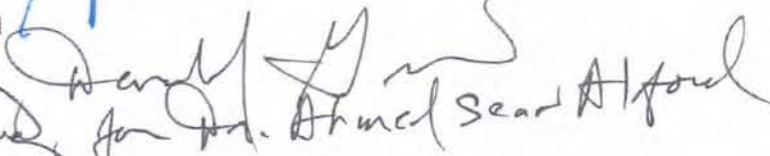
WITNESS OUR HANDS AND SIGNATURES this 6 day of September, 2019.


Witness


Witness


Keith Liner, Board Chair
Aiken County Public School District


Dr. Ahmed Sean Alford

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Witnessed by 
Attorney for Dr. Ahmed Sean Alford
9/6/2019