

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

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**PROFESSIONAL EMPLOYMENT
AGREEMENT BETWEEN THE BOARD
OF TRUSTEES FOR SCHOOL DISTRICT
FIVE OF LEXINGTON AND RICHLAND
COUNTIES AND
DR. CHRISTINA MELTON**

This Employment Agreement (hereinafter, referred to as the "Agreement" or "contract") is made and entered into this 11th day of December, 2017, by and between the Board of Trustees for the School District Five of Lexington and Richland Counties (hereinafter, referred to as the "Board") and Dr. Christina Melton (hereinafter, referred to as the "Superintendent").

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and

WHEREAS, the Board and the Superintendent believe that a written contract is necessary to describe specifically their relationship and to serve as the basis for effective communication between them as they fulfill their respective duties and responsibilities in the operation of the District schools;

NOW, THEREFORE, the Board and the Superintendent, for the consideration herein specified, agree as follows:

1. TERM

The Board, in consideration of the promises herein contained of the Superintendent, hereby employs and the Superintendent hereby accepts employment as Superintendent of the District for a term commencing July 1, 2018, and ending June 30, 2021.

2. CERTIFICATION AND RESPONSIBILITIES OF THE SUPERINTENDENT

The Superintendent will furnish throughout the life of this Contract professional credentials acceptable to the Board to act as Superintendent of the District or, alternatively, a South Carolina superintendent's credential. This is a contract for the performance of professional services by the Superintendent, who shall not be reassigned to any other position or have [his/her] duties reassigned to others without [his/her] consent.

The Superintendent shall have charge of the administration of the District under the direction of the Board. [S/he] shall be the chief executive officer of the District; shall select, organize, reorganize, and assign all personnel as best serves the District in compliance with State law and District policy; shall oversee the instructional program and business affairs of the District; shall from time to time suggest and/or promulgate as may be appropriate regulations, rules, and procedures deemed necessary for the well ordering of the District; shall have authority to accept resignations for and on behalf of the Board; and in general, shall perform all duties incident to the office of Superintendent as prescribed by Board policies.

The Superintendent shall have the right to attend all Board meetings and all Board and citizen committee meetings, serving as an ex officio member and providing administrative recommendations on each item of business considered except as otherwise provided herein. The Board may only meet in executive session without the Superintendent or [his/her] representative for the purpose of discussing the Superintendent's evaluation, compensation, Board and Superintendent relations, and/or individual Board member actions or Board member relations with other Board members.

The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters or cause such matters to

be investigated, and when requested or as is otherwise necessary, shall inform the Board of the results of such investigations. Requests for substantive information shall be made to the Superintendent and not to individual members of the District staff.

The Superintendent agrees to devote [his/her] time, skill, labor, and attention to said employment during the term of this contract, provided, however, that the Superintendent may undertake various outside professional duties and obligations including writing, lecturing, and speaking engagements subject to proper notification to the Board. In addition, the Superintendent may engage in other short-term activities of the Superintendent's choosing, including the opportunity to teach or serve as an adjunct professor or in some other capacity at the college or university level on a part-time basis, subject to approval by the Board. In addition, the Superintendent may accept appointments to foundations, boards or commissions that do not interfere with the Superintendent's performance of [his/her] duties under this contract, subject to the approval of the Board.

The Board encourages the continuing professional growth of the Superintendent through [his/her] participation, as [s/he] might decide in light of [his/her] responsibilities as Superintendent, in (a) the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations; (b) seminars and courses offered by public or private educational institutions; and (c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform [his/her] professional responsibilities for the District. In its encouragement, the Board shall permit a reasonable amount of released time for the Superintendent to attend such matters and pay or reimburse the Superintendent in accordance with District policy for the necessary fees for travel and related expenses as provided in the annual District budget for the Superintendent's office.

3. COMPENSATION

The Board shall pay the Superintendent an annual base salary of \$175,000. The annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certificated employees of the District. The Board and Superintendent may mutually agree to adjust the salary annuity of the Superintendent during the term of this contract, but in no event, shall the Superintendent's salary or annuity be reduced. Any adjustments in salary or annuity made during the life of this contract shall be in the form of an amendment and become part and parcel of this contract, but it shall not be deemed that the Board and the Superintendent have entered into a new contract or that the termination date of the existing contract has been extended. Any across-the-board compensation adjustments provided to the District's administrative employees shall be provided to the Superintendent as well.

4. VACATION AND OTHER BENEFITS

(a) The Superintendent shall be entitled to all benefits of administrative employees of the District, with the exception of sick leave and vacation leave, which are treated specifically as provisions of this contract.

(b) The Superintendent shall be entitled to a total of twenty (20) days of vacation or annual leave per year in addition to all legal and other holidays recognized by the District. Said 20 days of vacation leave shall be available to the Superintendent July 1, 2018, and each July 1 thereafter. The Superintendent may, upon written notice to the Board, carry over up to 10 vacation or annual leave days into a subsequent school year, but the Superintendent shall not be reimbursed for any unused vacation or annual leave upon the termination of the contract.

(c) The Superintendent shall receive 15 days of sick leave annually. The Superintendent's sick leave may be used for personal illness, medical issues, or leave as provided

for in the Family and Medical Leave Act. The Superintendent's sick leave may be accumulated, but [s/he] shall not receive reimbursement for unused sick leave.

(d) The Superintendent shall be provided with a laptop computer and/or I-Pad, or equivalent technological equipment, for use in the performance of [his/her] duties under this contract. The Superintendent may also utilize these resources for reasonable and appropriate personal use.

(e) The District shall make an annual contribution to an annuity plan of the Superintendent's choice in the amount of 5% of the annual salary. Said contributions to be conditioned upon a satisfactory performance evaluation as determined in good faith by the Board. Said contribution shall normally be made on or before October 31, beginning in 2018, provided, however, that if the Board fails to professionally conduct and complete in good faith the Superintendent's evaluation by October 20 in any given year, the annuity payment provided for that year shall be due and paid.

5. EXPENSES

(a) The Board shall pay the Superintendent's dues to the American Association of School Administrators, the South Carolina Association of School Administrators, and other related professional group memberships, which the Superintendent identifies, and feels are necessary to maintain and improve [his/her] professional skills. Annually, the Superintendent shall provide the Board with a list of such organizations. The Board shall further pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of [his/her] duties under this contract as provided in the District budget for the Superintendent's office. The Board encourages the Superintendent's participation in appropriate community organizations and will pay expenses for such participation including membership dues and fees as provided in the District budget.

6. AUTOMOBILE REIMBURSEMENTS

The Superintendent shall be entitled to a monthly automobile allowance of ~~(\$850.00)~~ to be used toward automobile use, maintenance, and fuel expenses incurred for in-District travel. The Superintendent will be reimbursed for out-of-District travel in accord with standard operating practices and the confines of the budget for the Superintendent's Office.

7. PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in [his/her] individual capacity or in [his/her] official capacity as an agent/employee of the District, provided the claim made or the incident or occurrence giving rise to the claim or action took place while the Superintendent was acting in good faith within the scope of [his/her] employment. In no case shall an individual Board member be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

8. MEDICAL EXAMINATION

In light of the unique nature of the professional duties of the Superintendent, the District shall, at its expense, provide to the Superintendent a complete annual medical examination by a physician licensed to practice medicine in the State of South Carolina. The Superintendent shall direct the physician to advise the Board Chairperson, in writing, of the continued fitness of the Superintendent to perform [his/her] duties. The contents of the physician's report shall be kept confidential.

The first such physician's report shall be provided to the Board Chairperson on or before April 1, 2018. The receipt of an acceptable physician's report as provided herein on or before July 1, of each year thereafter, shall be a condition precedent to the Superintendent's continued employment pursuant to this contract.

9. EVALUATION

The Board and Superintendent shall meet at least once annually and may include other appropriate school officials of the District for the purpose of establishing District goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated as hereinafter provided. This goal-setting session shall be scheduled annually by agreement of the parties.

The Board shall evaluate the performance of the Superintendent at least once a year during the term of this Agreement. For this purpose, the Superintendent shall submit to the Board a recommended format for conducting the evaluation. The Board shall meet and discuss the proposed format, attempting in good faith to reach consensus with the Superintendent as to an agreeable evaluation format. The Board/Superintendent discussion concerning the evaluation process and the evaluation itself shall be conducted in executive session, unless the parties agree otherwise. Thereafter, the Board shall adopt an evaluation format and shall evaluate the Superintendent pursuant thereto.

To conclude the evaluation, the Board shall meet in executive session for the purpose of discussing the results of the evaluation and any related matters, such as the terms of the Superintendent's contract. The results of the evaluation and any conclusions drawn by the Board shall be shared with the Superintendent, both verbally, in executive session, and in the form of a written summary. The Superintendent shall have the right to respond to the results either during the executive session, or in writing, following the executive session. Any written response, along with the written summary of the results, shall be made a part of the Superintendent's personnel file. Following the Superintendent's evaluation or [his/her] written response, and at the request of either party, the Board may meet with the

Superintendent in executive session to discuss the matter further.

The annual evaluation shall normally be conducted during the fall, with the first annual evaluation scheduled for the fall of 2019. The Board, however, reserves the right to conduct an interim evaluation of the Superintendent's performance during the winter of 2018.

10. RENEWAL

If the Board does not notify the Superintendent in writing on or before February 1, 2020, and February 1 of each year under this Agreement that the Superintendent's contract will not be extended beyond the term specified in section 1. hereof, or the then-current termination date, it shall be deemed that the Board has renewed the contract for one additional year beyond the then-current termination date.

The Superintendent shall remind each Board member, in writing or via electronic communication, of this automatic renewal clause no later than December 1 of each year, beginning in 2019. If during any year subsequent to 2019, the Superintendent does not so remind the Board, this automatic renewal provision shall not be applicable for that year.

11. TERMINATION

This contract shall be terminated by:

- (a) mutual agreement of the parties;
- (b) disability of the Superintendent;

In the event of disability by illness or incapacity, the Board may terminate this contract by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other leave as may be available, and has been absent from [his/her] employment, for whatever cause, for a continuous period of 90 days.

Except for any notification which may be required by law, including but

not limited to COBRA, all obligations of the District shall cease upon such termination.

If a question arises concerning the capacity of the Superintendent to return to [his/her] duties, the Board may require the Superintendent to submit to a medical examination, at District expense, to be performed by a physician selected by the Board, upon good faith consultation with the Superintendent. The physician shall submit a report to the Board as to whether the Superintendent is fully capable of performing the essential functions of [his/her] duties and responsibilities.

(c) discharge for just cause;

Discharge for just cause shall be based upon conduct which is prejudicial to the District or upon conduct which constitutes neglect of duty, incompetence, or unprofessional conduct. Notice of the specific grounds and facts supporting the discharge for just cause shall be given in writing, and the Superintendent shall be entitled to appear before the Board in executive session to discuss such cause or causes and to provide oral and written support for the Superintendent's position with respect to the discharge. If the Superintendent chooses to be accompanied by legal counsel at such meeting, [s/he] shall bear any costs therein involved. Following the meeting, the Superintendent shall be provided notice in writing of the results of the meeting.

(d) unilateral termination;

The Board may, at its option, unilaterally terminate this Agreement upon affirmative vote of four (4) members of the Board at any regular or special meeting of the Board. In the event of such termination, the

Superintendent shall not be entitled to appear before the Board, but the District shall pay to the Superintendent, conditioned upon the execution of a complete release of all claims or causes of action satisfactory to the Board, severance pay the equivalent of 12 months salary or the balance due on the contract, whichever is less. It is understood that this option should be exercised only after reasonable and good faith efforts pursuant to paragraph 11(a) of this Agreement have been concluded.

- (e) death of the Superintendent.

12. SAVINGS CLAUSE

If, during the term of this contract, it is found by a court of law 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.

13. DECLARATION BY GOVERNOR

As required by S.C. Code Ann. § 59-18-1570, this contract shall be void should the Governor of South Carolina declare that the office of Superintendent in School District Five of Lexington and Richland Counties is vacant.

14. AMENDMENT

This Agreement may be amended during its term by the mutual written consent of the Board and the Superintendent. Any such amendment shall be in writing and approved by official action of the Board and accepted in writing by the Chairperson of the Board and the Superintendent; any waiver of any term of the contract must be in writing and any breach or noncompliance with a term is not to be construed as a waiver of such term in the future.

15. PARTIAL INVALIDITY

The invalidity of one or more phrases, sentences, clauses, sections or paragraphs contained in this Agreement shall not affect the remaining portions, so long as the material purposes of this Agreement can be determined and effectuated.

16. LAW

This Agreement shall be governed, construed and enforced in accordance with the law of the State of South Carolina.

17. ADMINISTRATIVE LEAVE

At any time during the term of this Agreement if there is alleged conduct on the part of the Superintendent which is prejudicial to the District, including, but not limited to unprofessional conduct, derelict of duty, inefficiency or incompetency, and the Board deems it in the best interest of the District, the Board may so inform the Superintendent and place the Superintendent on administrative leave, during which time the Superintendent will receive [his/her] full salary and benefits as provided for in sections 3, Salary, and 4, Benefits. Such administrative leave shall continue until the Board decides otherwise.

18. SUPERINTENDENT ELECT

Effective January 1, 2018, Dr. Christina Melton, shall be designated Superintendent Elect by the Board and shall perform any such duties in [his/her] capacity requested by the Superintendent; the Superintendent Elect's salary, effective January 1, 2018, shall be \$155,000, along with any benefits currently conferred upon administrative employees of the District. In all other respects, Dr. Christina Melton's current employment agreement shall be in force until July 1, 2018, at which time the terms and conditions of this Agreement shall become effective, conditioned upon satisfactory performance by Dr. Christina Melton while Superintendent Elect, as determined in good faith by the Board on or before June 22, 2018.

IN WITNESS WHEREOF, the Board has caused this Employment Agreement to be approved in its behalf and executed by its duly authorized Chairperson, and the Superintendent

has approved and executed this Agreement effective on the date and year specified above.

Christina Melton

Superintendent/Superintendent Elect

[Signature]

Chairperson, Board of Trustees

Edward R. Dea

Witness

Patricia D. Baker

Witness

12-12-17

Dated

12/14/17

Dated