

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) FIRST AMENDMENT TO THE
) EMPLOYMENT AGREEMENT BETWEEN
) THE BOARD OF TRUSTEES OF
) CHARLESTON COUNTY SCHOOL
) DISTRICT AND DR. GERRITA
) POSTLEWAIT

The Board of Trustees of Charleston County School District has entered into an employment contract with Dr. Gerrita Postlewait whereby the said Dr. Postlewait was employed to serve Charleston County School District as Superintendent. The said contract of employment is still in effect. It now appears that the Board of Trustees and Dr. Postlewait are desirous of amending the said contract in the following particulars:

(1) Paragraph 1 (Term) of the contract shall be amended so as to extend the term of employment through June 30, 2024. Accordingly, paragraph 1 of the contract as amended shall provide:

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 9, 2015, and ending June 30, 2024. This term can be extended further by mutual agreement of the parties. As required by S.C. Code Ann. § 59-18-1580(B)(4), this contract shall be void should the State Superintendent of Education, with the approval of the South Carolina State Board of Education, declare a state of emergency in the District and assume management of the District.

(2) Paragraph 4(f) (Vacation and Other Benefits) of the current contract shall be amended so as to clarify that the fourteen percent annual annuity will continue to be contingent on the receipt of a satisfactory evaluation during the school year immediately prior to the annual contribution, as determined in good faith by the Board. Accordingly, paragraph 4(f), as amended, shall provide:

In January 2021, and during each January thereafter the contract is in effect, the District shall make an annual contribution to an annuity of the Superintendent's choice or

to the South Carolina Public Employees Deferred Compensation Plan in an amount equivalent to fourteen percent (14%) of the Superintendent's then annual salary, as provided for in Section 3 (compensation), contingent upon receipt of a satisfactory evaluation during the school year immediately prior to the annual contribution, as determined in good faith by the Board.

(3) Paragraph 10(e) (unilateral termination) of the contract shall be amended so as to provide for a payment of 12 months of her then current base salary to exercise the unilateral termination clause. Accordingly, Paragraph 10(e), as amended, shall provide:

The Board may, at its option, unilaterally terminate this agreement upon an affirmative vote of six (6) members of the Board at any regular or special called meeting of the Board. In the event of such termination, the Superintendent shall not be entitled to appear before the Board; however, the District shall pay to the Superintendent, upon the execution of a complete release satisfactory to the Board of any and all claims that the Superintendent may have against the District, the Board, and/or any individual Board member in her official or individual capacity, severance pay in an amount equivalent to twelve months of her then-current base salary or the balance due under this contract, whichever amount is less. The parties agree that this option should be exercised only after reasonable efforts pursuant to Paragraph 10(a) of the contract have been concluded.

IN WITNESS WHEREOF, the Board has caused this First Amendment to be approved on the District's behalf and the Superintendent has approved this amendment this 20 day of July, 2020.

SUPERINTENDENT

Gerrita Postlewait
Dr. Gerrita Postlewait

BOARD OF TRUSTEES, CHARLESTON
COUNTY SCHOOL DISTRICT

Rev. Dr. Eric Mack
Rev. Dr. Eric Mack, Board Chair

Julia J. Erickson
Witness

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Witness