

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (the "Agreement") is made and entered into by and between the **BERKELEY COUNTY SCHOOL DISTRICT** (the "District") and **DR. ANTHONY DIXON** ("Dixon").

WHEREAS, the Board of Education of the District (the "Board") has determined that Dixon is well qualified to serve as Superintendent of the District and desires to hire him as superintendent upon the terms and conditions set forth in this Agreement; and

WHEREAS, Dixon desires to be employed by the District as its Superintendent upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, the Board and the Superintendent agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein.
2. **Employment.** Commencing on November 16, 2022 (the "Effective Date"), Dixon shall be employed as the Superintendent of the District in accordance with this Agreement. Dixon hereby accepts such employment and agrees to perform the duties and services specified in this Agreement. Dixon shall report directly to the Board.
3. **Term.**
 - a. **Initial Term.** Dixon shall be employed by the Board under this Agreement for the period commencing on the Effective Date and ending on the date of the first meeting of the Board after the next general election in which members of the Board are elected and qualified (the "Initial Term"), unless such employment is earlier terminated pursuant to the provisions of **Section 7** below.
 - b. **Extensions/Renewals.** The Term of this Agreement shall automatically be extended for an additional term until the first meeting following the next general election in which members of the Board are elected (each an "Extension Term," (the Initial Term and each Extension Term shall be referred to herein as the "Term"), unless the Board votes to not renew the Initial Term or Extension Term, as applicable, at such meeting. For the avoidance of doubt, the Initial Term and each Extension Term is intended to be coterminous with the two-year term of each Board and that each Board shall have an opportunity to decide whether the Term should be extended.
4. **Obligations of the Superintendent.** As the Superintendent of the District, Dixon shall obtain and maintain all certifications and qualifications to serve as a district superintendent as required by the South Carolina Board of Education. Dixon shall maintain a primary and permanent residence within Berkeley County, South Carolina. This is an agreement for the

performance of professional services as superintendent by Dixon, who shall not be assigned to any other position or have his duties reassigned to others without his consent.

Dixon agrees to perform his duties faithfully, diligently, competently, and to the best of his ability. Dixon shall perform his duties in a manner consistent with the District's governing bylaws, as amended from time to time. Dixon shall manage and have charge of the administration of the District under the direction of the Board. He shall be the chief executive officer for the District; shall select, organize and assign all personnel, as best serves the District; shall oversee the instructional program and business affairs of the District; shall from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the District; and in general perform all duties incident to the office of Superintendent as prescribed by Board policy and the laws of the state of South Carolina. The Board, individually and collectively, shall promptly 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 is otherwise necessary, shall inform the Board of the results of such investigations. 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.

During the Term and excluding any periods of vacation or other leave to which Dixon is entitled under this Agreement, Dixon agrees to devote his reasonable attention and time during normal business hours to the business and affairs of the District, and, to the extent necessary, to discharge the responsibilities assigned to Dixon hereunder, to use Dixon's reasonable best efforts to perform faithfully and efficiently his responsibilities and duties under this Agreement. During the Term it shall not be a violation of this Agreement for Dixon to: (i) devote reasonable periods of time to charitable, trade association, community, and similar activities; (ii) undertake various professional duties and obligations, including writing, lecturing, and speaking engagements; (iii) serve on foundations, boards, and commission; and/or (iv) manage his personal business interests and investments, so long as such activities do not interfere with the performance of Dixon's responsibilities and duties under this Agreement. The Board should be provided with notice of any such commitments which may require or involve a significant time commitment.

5. Annual Performance Review. The Superintendent and the District mutually understand and agree that the Board and Dixon 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. The annual meeting adopting the Superintendent's goals and objectives shall normally be held prior to June 1st. Prior to June 1st of each year, the Board shall evaluate Dixon based on his performance in relation to the goals and objectives adopted in the previous year. The Board may meet in executive session for the purpose of discussing the results of the evaluation and any related matters, such as the terms of this Agreement. The results of the evaluation of any conclusions drawn by the Board may be shared with Dixon, both verbally, in executive session, and in the form of a written summary. Dixon 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 Dixon's personnel file. Following Dixon's evaluation or his written response, and at the request of either party, the Board may meet with Dixon in executive session to discuss the matter further.

6. Compensation and Benefits.

a. **Base Salary.** For, and in consideration of, the services to be rendered by Dixon hereunder and Dixon's agreement to fully comply with all of the provisions contained in the Agreement, the District shall pay to Dixon an annual "Base Salary" of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00). Dixon's Base Salary shall be paid in accordance with the schedule of salary payments in effect for other certificated employees of the District, and regular payroll policies and procedures of the District. The Base Salary shall be subject to customary tax and other employer-employee withholdings.

b. **Incentive Compensation.** In addition to the Base Salary, Dixon shall be eligible to receive up to four percent (4%) of Dixon's annual Base Salary for each twelve (12) month period from July 1st – June 30th ("Incentive Compensation"); provided, however, that during the first Incentive Compensation period shall begin on the Effective Date and end on June 30, 2023. Dixon will be eligible for Incentive Compensation based upon the Board's evaluation of Dixon's performance and subject to the sole discretion of the Board. If the Board approves Incentive Compensation for Dixon, the District shall pay any Incentive Compensation to Dixon no later than September 30th of each year. Dixon understands that the purpose of the Incentive Compensation is to provide an incentive to remain with the District. Thus, in order to be eligible for any Incentive Compensation, Dixon must be actively employed by the District at the time the bonus is paid and satisfy all eligibility criteria imposed by applicable District policy and law. Dixon further understands that Incentive Compensation is not actually earned by Dixon unless Dixon remains actively employed by the District through the date of payment.

c. **Miscellaneous Benefits.** During Dixon's employment with the District, Dixon shall be eligible to participate in District employee benefit plans as they may be established and modified from time to time, including plans providing life, health, disability, accident or dental insurance, vacation or paid time off, continuing professional education, and retirement plans. Notwithstanding anything to the contrary contained in this **Section 6(c)**, Dixon shall receive a minimum of fifteen (15) days paid vacation for each twelve (12) month period during the Term of this Agreement in accordance with the District's vacation policies, as in effect from time to time.

Notwithstanding any District policy, any untaken leave will carry over and accrue into subsequent years. In the event of termination for any reason or no reason, Dixon will be paid for all remaining leave at a daily rate calculated on his gross salary.

d. **Automobile Allowance.** The District shall pay Dixon a monthly automobile use and maintenance allowance of Nine Hundred and 00/100 Dollars (\$900.00) for travel. This automobile allowance shall be provided in lieu of any automobile and/or mileage reimbursement provided to employees under District policy; provided, however,

that the Board shall reimburse Dixon for travel outside of the district in his personal vehicle at the same rates as provided for all employees.

e. **Computer, Phone, Etc.** The District shall provide Dixon with a phone, computer, iPad (or equivalent), and printer for use in home and office to perform his duties under this Agreement. The District shall also pay Dixon a stipend of One Hundred Fifty and 00/100 Dollars (\$150.00) for phone/internet service.

f. **Office and Support Staff.** During the Term, Dixon shall be entitled to an office, with furnishings and other appointments, and to secretarial and other assistance as deemed appropriate by the Board, after consultation with Dixon.

g. **Reimbursement of Business Expenses.** The District shall reimburse Dixon for all out-of-pocket reasonable and necessary business expenses which Dixon may incur in connection with his service on behalf of the District, including the payment of reasonable expenses for training, continuing education, meetings, conferences, professional and civic memberships, and any other activities which are commensurate with the duties and responsibilities to be performed by Dixon under this Agreement. Dixon shall seek advance approval from the Board's Chairperson, or his or her designee, for any individual expenses over One Thousand and 00/100 Dollars (\$1,000.00).

7. Termination of Employment.

a. **Termination by the District for Cause.** The District shall have the right to terminate this Agreement and Dixon's employment in the event that the District believes it has cause to terminate Dixon's employment. For purposes of this paragraph, "cause" includes, but is not limited to, fraud; theft; embezzlement; dishonesty; disloyalty; conviction of criminal conduct; conduct which is or threatens significant injury to the District monetarily; conduct which may have a significant or threatened negative impact upon the image of the District, such as, but not limited to, drug or alcohol abuse; failure to fulfill the duties assigned to Dixon by the District; breach of any material provisions of this Agreement or any other written agreement with the District; failure to adhere to all of the policies and procedures of the District; engaging in, or condoning, sexual or other improper harassment; and failure to abide by any laws, rules, regulations, and policies applicable to the District.

In the event of a termination for cause under this **Section 7(a)**, the Board shall provide to Dixon written notice of such termination and the supporting grounds. Within ten (10) days of receipt of the notice of termination, Dixon may request a hearing before the Board to challenge his termination. The hearing shall be conducted in executive session at the next regularly scheduled meeting of the Board after Dixon's request or at a special meeting called by the Board within ten (10) days of Dixon's request for a hearing. At the hearing, Dixon shall have the right to be heard and to be represented by counsel at his own expense. Upon conclusion of the hearing, the Board may reverse its termination of Dixon, confirm the termination of Dixon, or take no action. If the Board confirms the termination or takes no action, then Dixon's termination shall be final. If the Board

reverses the termination, Dixon shall be reinstated as Superintendent and shall be paid any back wages due to him from the date of notice of termination through the date of reversal.

b. **Termination by the District Without Cause.** The District may immediately terminate Dixon's employment at any time, without cause or reason. In the event of termination under this **Section 7(b)**, the District will pay Dixon a lump sum equal to Dixon's Base Salary for a period of twelve (12) months (the "Severance Pay"). If the Board offers to terminate the contract by paying the amount specified herein, the right to a hearing before the Board as specified in section 7(a) above, and the right to appeal the Board's action shall be considered waived by Dixon. The District's payment of the Severance Pay shall be subject to Dixon's execution and non-revocation of a release of claims in favor of the District, its trustees, officers, employees, and agents in a form provided by the District (the "Release") and such Release becoming effective within thirty (30) days following the date of termination. The payment under this **Section 7(b)** shall be made within seven (7) days of the effective date of the Release.

c. **Termination by the Superintendent Without Cause.** After the expiration of the first twelve (12) months from the Effective Date, Dixon may terminate his employment at any time, without cause or reason, by giving the District at least one hundred eighty (180) days prior written notice thereof. If this Agreement is terminated by Dixon without cause, then the District shall continue Dixon's Base Salary through the date of such termination without cause, and Dixon shall not be entitled to any further salary, Incentive Compensation, or other employee benefits following such termination, except as may be required by applicable law or District policy.

d. **Disability.** If Dixon is incapacitated by accident, sickness, drug or alcohol impairment, or otherwise, so as to render him mentally or physically incapable of fully performing the essential functions of his job under this Agreement for a period of ninety (90) days, then the District may terminate Dixon's employment under this Agreement on an immediate basis, upon giving Dixon written notice of such termination, unless such termination is prohibited by applicable Federal and/or state law. For the purposes of this Agreement, the term "Disabled" shall mean: (i) being declared legally incompetent under the laws of the State of South Carolina; (ii) being deemed disabled under the provisions of the Social Security Act, 42 U.S.C. 414; or (iii) being unable to perform the usual and customary duties and responsibilities as Dixon in the opinion of a physician selected jointly by the parties.

e. **Death.** In the event of Dixon's death during the Term, then this Agreement shall automatically terminate.

f. **Payment upon Termination for Cause, Disability or Death.** If this Agreement is terminated by the District for cause, or upon the death or permanent disability of Dixon, then the District shall continue Dixon's Base Salary through the date of such termination for cause, death, or permanent disability, and Dixon shall not be entitled to receive any further salary, bonus, or other employee benefits following such termination, except as may be required by applicable law or District policy.

8. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate, or be construed as, a waiver of any subsequent breach by the waiving party.

9. **Entire Agreement.** This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and may only be amended by a writing signed by Dixon and a person authorized by the Board to sign on behalf of District. This Agreement fully supersedes any prior agreements or understandings between the District and Dixon regarding the matters herein.

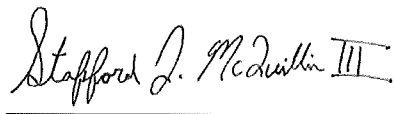
10. **Severability.** Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Venue shall lie in Berkeley County, South Carolina.

11. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of South Carolina applicable to contracts made and to be performed in South Carolina, without reference to choice of laws principles, and that law shall be applied in connection with its enforcement in other states and jurisdictions to the fullest extent possible.

12. **Counterpart Executions; Facsimiles.** This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the parties by facsimile, and such facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions or a combination, shall be construed together and shall constitute one (1) and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

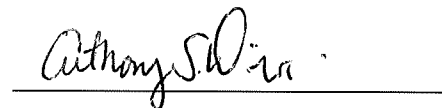
THE DISTRICT:



By: Stafford J. McQuillin III
Title: Chairman, Board of Education
Berkeley County School District

Date: 12/14/2022

DIXON:



By: Anthony Dixon

Date: 12/14/2022