

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROFESSIONAL EMPLOYMENT AGREEMENT
BETWEEN THE BOARD OF TRUSTEES OF
CHARLESTON COUNTY SCHOOL DISTRICT
AND DR. GERRITA POSTLEWAIT

This contract of employment, made and entered into this 8th day of July 2015, by and between the Board of Trustees of Charleston County School District (hereinafter referred to as either "the Board" or "the District") and Dr. Gerrita Postlewait (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 schools of the District.

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 9, 2015 and ending June 30, 2018. 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. 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.

The Superintendent shall have charge of the administration of the District under the direction of the Board. She shall be the chief executive officer of the Board; shall select, organize and assign all personnel, as best serves the District pursuant to Board policy; 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 incidental to the office of Superintendent as prescribed by Board policy and such other duties as may be prescribed by the Board from time to time. The Superintendent shall have the right to attend all Board meetings and all Board and citizen committee meetings, with the exception of any executive session portion of any Board meeting in which the Superintendent's employment or terms thereof are being discussed. During Board meetings, the Superintendent shall serve as an ex officio member of the Board, and shall provide administrative recommendations on each item of business considered, except as otherwise provided herein.

The Board agrees that it generally shall provide directions to the Superintendent by formal vote occurring during official meetings or, where that is not feasible, in writing through the Board Chair. In addition, individual Board members agree that they will not give directions to any staff members, with the exception of the Superintendent as specified in the previous sentence, regarding the management of the District or the solution of specific problems. The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent

shall promptly investigate or cause such matters to be investigated and shall inform the Board, as necessary and appropriate based on the specific matter, of the results of that investigation.

The Superintendent agrees to devote her time, skill, labor, and attention to said employment during the term of this contract, provided, however, that the Superintendent may undertake various professional duties and obligations, including writing, lecturing, and speaking engagements. The Superintendent shall obtain approval from the Board Chair for any such commitments that will take the Superintendent away from her duties for any significant period of time, i.e, overnight travel out of the District.

The District encourages the continuing professional growth of the Superintendent through her participation, as she might decide in light of her responsibilities as Superintendent, in (a) the operations, programs, and other activities conducted or sponsored by local, state, and national organizations or 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 her professional responsibilities for the District. In its encouragement, the District shall with prior notice to and approval by the Board Chairperson permit a reasonable amount of released time for the Superintendent to attend such matters and shall pay for the reasonably necessary fees for travel and subsistence expenses.

3. COMPENSATION

The Board shall pay the Superintendent an annual salary of Two Hundred Twenty-Six Thousand Dollars (\$226,000). 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,

with the Superintendent having the option to request that any portion of her salary be paid into a tax-deferred annuity account of her choosing. The Board and the Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this contract, but in no case shall the Superintendent's salary be reduced to less than Two Hundred Twenty-Six Thousand Dollars (\$226,000). The Superintendent shall receive the same percentage of salary increase as may from time to time be provided to other certificated employees of the District. Any other adjustments in salary made during the life of this contract shall be in the form of a written 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 nor that the termination date of the existing contract has been extended.

4. VACATION AND OTHER BENEFITS

(a) The Superintendent shall be entitled to 20 days of vacation/annual leave each year in addition to all legal holidays recognized by the District and shall have the right to use these vacation/annual leave days immediately upon her employment. The Superintendent also shall be entitled to accrue up to 45 of these vacation/annual leave days. Upon separation from the District, the Superintendent shall be eligible for payment, at her daily rate calculated upon her then-current base salary, for any accrued unused days of vacation/annual leave.

(b) The Superintendent shall also be entitled to 15 days of sick leave and 2 days of personal leave each year, as provided to other 12-month employees, effective upon execution of the Employment Agreement.

(c) The District will provide the Superintendent with a cellular telephone, a laptop, and/or ^{IPad} ~~IPad~~ to use in connection with her duties and responsibilities as Superintendent and for reasonable personal use.

(d) In light of the unique nature of the professional duties of Superintendent, the District

shall, at its expense, provide the Superintendent a complete annual medical examination by physician, of the Superintendent's choice, provided such physician is licensed to practice medicine in South Carolina. The Superintendent shall direct the physician to advise the Board, in writing, of the continued fitness of the Superintendent to perform her duties. The contents of the report shall remain confidential.

(e) The District shall provide the Superintendent with a monthly automobile allowance in the amount of One Thousand Dollars (\$1,000.00), which allowance shall cover all in-District travel. The Superintendent shall be reimbursed for mileage at the IRS approved rate for all out-of-District travel.

(f) 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. The amount of the initial contribution shall be 10% of the Superintendent's base salary as of December 31, 2015, with the first contribution being made in January 2016. The amount of the contribution shall increase to 12% for the January 2017 contribution and to 14% for the January 2018 contribution. All such contributions shall be conditioned upon a satisfactory performance evaluation as determined in good faith by the Board. The amount of annuity contributions beyond 2018 shall be determined by affirmative vote of the Board, but shall not be less than 14% of the Superintendent's then-current base salary.

(g) The Superintendent shall be entitled to all benefits of administrative employees of the District, including but not limited to, leave, insurance protection, retirement programs, and choice of tax sheltered annuities.

(h) The District will provide the Superintendent with a mutually agreed upon disability insurance policy, provided one is available at standard rates, and a term life insurance policy with a

face value of One Hundred Thousand Dollars (\$100,000), with the beneficiaries to be designated by the Superintendent, so long as she is employed by the District.

5. EXPENSES

The Board shall pay the Superintendent's dues to the American Association of School Administrators, the South Carolina Association of School Administrators, and any other professional group membership that the Superintendent feels is necessary to maintain and improve her professional skills, upon notice to the Board. The Board shall further pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of her duties under this employment contract, as provided in the District budget.

6. RESIDENCY

At all times while this Agreement is in effect, the Superintendent shall reside within the District and shall maintain an active presence at District events, both during and after school hours. On or before August 31, 2015, the District shall pay the Superintendent Five Thousand Dollars (\$5,000) for transition and relocation expenses.

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 her individual capacity or in her official capacity as an agent/employee of the District, provided the incident or occurrence giving rise to the claim or action took place while the Superintendent was acting within the scope of her employment, and provided the Superintendent and the District do not have adverse interests in the matter. 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. This duty to defend, hold harmless and indemnify shall continue after the Superintendent has separated from the District, provided that the duty arose during the Superintendent's employment and while she was acting within the scope of her employment.

If, in the good faith opinion of the Superintendent, conflict exists regarding the defense of any such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage her own counsel, in which event the Superintendent shall inform the Board, in writing, and may request that the Board indemnify the Superintendent for the costs of legal services and expenses as permitted by state law. The Board, acting in good faith, shall make a determination, by official action and in accordance with state law, whether to cover the costs incurred by the Superintendent as the result of her decision to engage her own counsel.

8. EVALUATION

The Board and Superintendent shall establish 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 Board shall formally evaluate the performance of the Superintendent once a year and also may conduct informal interim evaluations at any time that the Board deems necessary during the term of this agreement. The Superintendent shall submit to the Board a recommended format for conducting the evaluations. The Board shall meet and discuss the proposed format, attempting in good faith to reach consensus with the Superintendent as to a mutually agreeable evaluation format. Thereafter, the Board shall proceed to 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, if requested. The Superintendent shall have the right to respond to the results either during the executive session or following the executive session.

9. RENEWAL

If the Board does not notify the Superintendent, in writing and on or before January 31 of each year under this Agreement, beginning January 31, 2017, that the Superintendent's Employment Agreement will not be extended beyond the term specified in Paragraph 1 hereof, it shall be deemed that the Board has renewed the Employment Agreement for one additional year beyond the current termination date as reflected by this Employment Agreement. The Superintendent shall remind the Board, in writing, of this automatic renewal clause no later than December 1 of each year, beginning December 1, 2016. If during any year, the Superintendent does not so remind the Board, this provision shall not be applicable for that year.

10. TERMINATION

Upon termination of this contract, the Superintendent shall retain her rights to the transfer of any accrued leave days and to her retirement benefits, in accordance with State law.

This contract may be terminated by:

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

In the event of disability by reason of 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 has been absent from employment, for whatever cause,

for a continuous period of 90 calendar days. All obligations of the District shall cease upon such termination.

If a question arises concerning the capacity of the Superintendent to return to her duties following any period of extended medical leave, the Board may require the Superintendent to submit to a medical examination, at District expense, to be performed by a physician of the Board's choice. The physician shall submit a report to the Board as to whether the Superintendent is fully capable of fully resuming her duties and responsibilities.

(d) discharge for cause;

Discharge for cause shall constitute conduct that is seriously prejudicial to the District, including but not limited to, unprofessional conduct, neglect of duty, suspected criminal conduct, inefficiency, or incompetency. Notice of intent to discharge for cause shall be given in writing by the Board, and the Superintendent shall be entitled to appear before the Board, in executive session, to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel at such meeting, she shall bear any costs therein involved. Following the meeting, the Superintendent shall be provided notice, in writing, of the results of the meeting.

(e) unilateral termination;

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 six 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 11(a) of the contract have been concluded.

(f) death of the Superintendent.

In the event of the death of the Superintendent, the Board shall pay to the estate of the Superintendent or to such other person(s) as may be designated in writing by the Superintendent any unpaid salary and accrued benefits that she had earned prior to the date of death.

11. BINDING EFFECT AND SAVINGS CLAUSE

This employment contract constitutes the full agreement between the parties, and all of its provisions shall have a binding effect on both parties. If, during the term of this contract, it is found that a specific clause of the contract is illegal under either federal or state law, the remainder of the contract not affected by such ruling shall remain in force.

12. DECLARATION OF THE GOVERNOR

As required by S.C. Code Ann. §59-18-1580, this contract shall be void should the governor of South Carolina declare that the office of Superintendent in Charleston County School District is vacant.

13. MISCELLANEOUS

(a) This contract is governed by the laws of the State of South Carolina.

(b) This contract constitutes the entire agreement between the District and the Superintendent and all agreed upon matters pertaining to the subject matter of this contract are contained within this agreement.

(c) This contract may be amended only by written instrument adopted by the Board and endorsed by the Chairman of the Board and the Superintendent.

IN WITNESS whereof, the Board has caused this employment contract to be approved on its behalf by its duly authorized Chairman and the Superintendent has approved this employment contract effective on the day and year specified above.

SUPERINTENDENT

Gerrita Postlewait
Dr. Gerrita Postlewait

Eddie Roddy
Witness

BOARD OF TRUSTEES, CHARLESTON
COUNTY SCHOOL DISTRICT

Cindy Bohn Coats
Board Chair

Robin S. King
Witness