

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (the "Agreement") is made and entered into by and between the **BERKELEY COUNTY SCHOOL DISTRICT** (the "District") and **MR. DEON D. JACKSON** ("Jackson").

WHEREAS, the Board of Education of the District (the "Board") has determined that Jackson 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, Jackson 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 July 1, 2021 (the "Effective Date"), Jackson shall be employed as the Superintendent of the District in accordance with this Agreement. Jackson hereby accepts such employment and agrees to perform the duties and services specified in this Agreement. Jackson shall report directly to the Board.

3. **Term.**

a. **Initial Term.** Jackson shall be employed by the Board under this Agreement for the period commencing on the Effective Date and ending on the date thirty-six (36) months after the Effective Date ("Term"), unless such employment is earlier terminated pursuant to the provisions of **Section 8** below.

b. **Extensions/Renewals.** The Term of this Agreement shall automatically be extended for an additional twelve (12) month period upon each anniversary of the Effective Date, unless either party provides notice, in writing, to the other party of its or *his intent not to extend the Term of the Agreement for such additional twelve (12) month period*. Such written notice of intent not to extend the Term of the Agreement, if applicable, must be provided by a party prior to June 1st of each year. Unless such notice is provided as required above, the Term of this Agreement will continue for a thirty-six (36) month period as of July 1st each year. For example, if neither party provides written notice of non-renewal to the other party by June 1, 2022, then the Term of this Agreement shall be automatically renewed for an additional twelve (12) month period on July 1, 2022, such that the Term of the Agreement shall be extended through June 30, 2025.

4. **Obligations of the Superintendent.** As the Superintendent of the District, Jackson shall obtain and maintain all certifications and qualifications to serve as a district superintendent as required by the South Carolina Board of Education. No later than July 1, 2021, Jackson shall establish and maintain a primary and permanent residence within Berkeley

County, South Carolina. This is an agreement for the performance of professional services as superintendent by Jackson, who shall not be assigned to any other position or have his duties reassigned to others without his consent.

Jackson agrees to perform his duties faithfully, diligently, competently, and to the best of his ability. Jackson shall perform his duties in a manner consistent with the District's governing bylaws, as amended from time to time. Jackson 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 Jackson is entitled under this Agreement, Jackson 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 Jackson hereunder, to use Jackson'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 Jackson 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 Jackson'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.

Regular Physical Examination. Jackson shall undergo a complete physical examination on a yearly basis by a physician 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 his duties. The contents of the report shall be kept confidential. If Jackson has actual knowledge of a medical condition that impairs his ability to perform the essential functions of the job under this Agreement, he shall promptly notify the Board's Chairperson, in writing, of the aspects of the medical condition. The Board's Chairperson shall hold such information in confidence, except he or she may discuss such information with the Board on a confidential basis to determine what is in the best interest of Jackson and the District, taking into consideration their respective fiduciary duties and the needs

c. **Miscellaneous Benefits.** During Jackson's employment with the District, Jackson 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 7(c)**, Jackson 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, Jackson will be paid for all remaining leave at a daily rate calculated on his gross salary.

d. **Automobile Allowance.** The District shall pay Jackson 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 Jackson 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 Jackson 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 Jackson a stipend of One Hundred Fifty and 00/100 Dollars (\$150.00) for phone/internet service.

f. **Office and Support Staff.** During the Term, Jackson 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 Jackson.

g. **Reimbursement of Business Expenses.** The District shall reimburse Jackson for all out-of-pocket reasonable and necessary business expenses which Jackson 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 Jackson under this Agreement. Jackson 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).

8. Termination of Employment.

3. **Termination by the District for Cause.** The District shall have the right to terminate this Agreement and Jackson's employment in the event that the District believes it has cause to terminate Jackson'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 Jackson 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.

Any termination by the District must be decided by at least a 2/3 vote of the Board of Education. A simple majority vote will not be sufficient to terminate this contract.

In the event of a termination for cause under this **Section 8(a)**, the Board shall provide to Jackson written notice of such termination and the supporting grounds. Within ten (10) days of receipt of the notice of termination, Jackson 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 Jackson's request or at a special meeting called by the Board within ten (10) days of Jackson's request for a hearing. At the hearing, Jackson 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 Jackson, confirm the termination of Jackson, or take no action. If the Board confirms the termination or takes no action, then Jackson's termination shall be final. If the Board reverses the termination, Jackson 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.

A decision to confirm any termination at the hearing must be made by at least a 2/3 vote of the Board of Education.

4. **Termination by the District Without Cause.** The District may immediately terminate Jackson's employment at any time, without cause or reason. In the event of termination under this **Section 8(b)**, the District will pay Jackson a lump sum equal to the lesser of (i) the Base Salary Jackson would have earned from the date of termination through the expiration of the Agreement, or (ii) Jackson's Base Salary for a period of twelve (12) months (the "Severance Pay"). In the event that 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 8(a) above, and the right to appeal the Board's action shall be considered waived by Jackson. The District's payment of the Severance Pay shall be subject to Jackson'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 8(b)** shall be made within seven (7) days of the effective date of the Release.

Any termination by the District must be decided by at least a 2/3 vote of the Board of Education. A simple majority vote will not be sufficient to terminate this contract.

c. **Termination by the Superintendent Without Cause.** After the expiration of the first twelve (12) months from the Effective Date, Jackson 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. In the event that this Agreement is terminated by Jackson without cause, then the District shall continue Jackson's Base Salary through the date of such termination without cause, and Jackson 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 Jackson 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 Jackson's employment under this Agreement on an immediate basis, upon giving Jackson 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 Jackson in the opinion of a physician selected jointly by the parties.

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

f. **Payment upon Termination for Cause, Disability or Death.** In the event that this Agreement is terminated by the District for cause, or upon the death or permanent disability of Jackson, then the District shall continue Jackson's Base Salary through the date of such termination for cause, death, or permanent disability, and Jackson 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.

9. **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.

10. **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 Jackson 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 Jackson regarding the matters herein.

of the District. The costs associated with the physical examination will be paid by the District either directly or through reimbursement to Jackson.

Annual Performance Review. The Superintendent and the District mutually understand and agree that the Board and Jackson 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 Jackson 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 Jackson, both verbally, in executive session, and in the form of a written summary. Jackson 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 Jackson's personnel file. Following Jackson's evaluation or his written response, and at the request of either party, the Board may meet with Jackson in executive session to discuss the matter further.

7. Compensation and Benefits.

1. **Base Salary.** For, and in consideration of, the services to be rendered by Jackson hereunder and Jackson's agreement to fully comply with all of the provisions contained in the Agreement, the District shall pay to Jackson an annual "Base Salary" of Two Hundred Fifteen Thousand and 00/100 Dollars (\$215,000.00). Jackson'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.

2. **Incentive Compensation.** In addition to the Base Salary, Jackson shall be eligible to receive up to four percent (4%) of Jackson's Base Salary for the period between July 1, 2021 and June 30, 2022 and each successive twelve (12) month period thereafter ("Incentive Compensation"). Jackson will be eligible for Incentive Compensation based upon the Board's evaluation of Jackson's performance and subject to the sole discretion of the Board. In the event that the Board approves Incentive Compensation for Jackson, the District shall pay any Incentive Compensation to Jackson no later than September 30th of each year. Jackson 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, Jackson 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. Jackson further understands that Incentive Compensation is not actually earned by Jackson unless Jackson remains actively employed by the District through the date of payment.

11. **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.

12. **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.

13. **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.

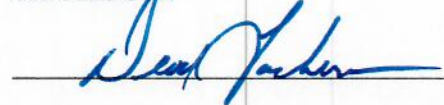
THE DISTRICT:



By: David W. Barrow
Title: Chairman, Board of Education
Berkeley County School District

Date: May 19, 2021

JACKSON:



By: Deon D. Jackson

Date: 19 May 2021