STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

SECOND AMENDMENT TO THE PROFESSIONAL EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF EDUCATION OF BEAUFORT COUNTY SCHOOL DISTRICT AND DR. FRANK J. RODRIGUEZ

The Board of Education of Beaufort County School District (hereinafter either "the Board" or "the District") entered into an employment agreement ("the Agreement") on May 24, 2019, with Dr. Frank J. Rodriguez, whereby Dr. Rodriguez was employed to serve the District as Superintendent for a term commencing July 1, 2019 and ending June 30, 2023. Said Agreement was amended by vote of the Board on November 16, 2021 to extend the contract by four years through June 30, 2027; to increase the base salary by 10%; to increase the annual contribution to the Superintendent's annuity to 15% of his base salary; and to increase the monthly travel allowance to One Thousand Two Hundred Dollars ($1,200).

At its meeting on November 15, 2022, the Board voted to again amend the contract in the following particulars: (1) increase the term by one year through June 30, 2028; (2) increase the base salary by 5% to $251,254.50; and (3) increase the annual annuity contribution by 1%.

The Agreement, as amended, shall now provide 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, 2019, and ending June 30, 2028.

4. SALARY

The Board shall pay the Superintendent an annual base salary of Two Hundred Fifty-One Thousand, Two Hundred Fifty-Four Dollars and Fifty Cents ($251,254.50). 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 Superintendent shall receive the same annual

percentage increases in compensation which are provided to other certificated employees of the District.

The Board and Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this contract, but in no event shall the Superintendent's salary be reduced. Any adjustments in salary 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.

5. VACATION AND OTHER BENEFITS

(c) The District shall make an annual contribution to an annuity plan of the Superintendent's choice in the amount of 16% of his base salary, with 50% of the contribution being made on or before December 31 of each year and the remaining 50% being made on or before June 30 of each year.

Any future increases in the amount of the annual annuity contribution will be determined by the Board based on the results of the Superintendent's annual performance evaluation, but in no case shall the annuity contribution be less than 16% of the Superintendent's base salary for the year in question.

All other provisions as set forth in the Professional Employment Agreement made and entered into by the Board and Dr. Rodriguez on May 24, 2019, as amended on November 16, 2021, shall remain in effect.

IN WITNESS WHEREOF, the Board has caused this Amendment to be approved on its behalf by its duly authorized Chairperson and the Superintendent has approved this Amendment on the date written below.

SIGNATURES ON NEXT PAGE

SUPERINTENDENT

Dr. Frank J. Rodriguez
Superintendent

Witness

12/8/22
Date

BOARD OF EDUCATION

By: _____
Dr. Christina Gwozdz
Board Chair

Witness

12/7/2022
Date

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

FIRST AMENDMENT TO THE PROFESSIONAL EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF EDUCATION OF BEAUFORT COUNTY SCHOOL DISTRICT AND DR. FRANK J. RODRIGUEZ

The Board of Education of Beaufort County School District (hereinafter either "the Board" or "the District") entered into an employment agreement ("the Agreement") on May 24, 2019, with Dr. Frank J. Rodriguez, whereby Dr. Rodriguez was employed to serve the District as Superintendent for a term commencing July 1, 2019, and ending June 23, 2023. Said Agreement is still in effect. As evidenced by vote of the Board at its meeting on November 16, 2021, the Board and Dr. Rodriquez are now desirous of amending the Agreement as follows: (1) extending the contract term by four years; (2) increasing the base salary by 10%; (3) increasing the annual contribution to the Superintendent's annuity to 15% of his base salary; and (4) increasing the monthly travel allowance to One Thousand Two Hundred Dollars ($1,200).

The Agreement, as amended, shall now provide 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, 2019, and ending June 30, 2027.

4. SALARY

The Board shall pay the Superintendent an annual base salary of Two Hundred Thirty-Two Thousand Three Hundred Twenty Dollars ($232,320). 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 Superintendent shall receive the same annual percentage increases in compensation which are provided to other certificated employees of the District.

The Board and Superintendent may mutually agree to adjust the salary of the

Superintendent during the term of this contract, but in no event shall the Superintendent's salary be reduced. Any adjustments in salary 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.

5. VACATION AND OTHER BENEFITS

(c) The District shall make an annual contribution to an annuity plan of the Superintendent's choice in the amount of 10% of his base salary for the 2019-20 school year, with 50% of the contribution being made on or before December 31, 2019, and the remaining 50% being made on or before June 30, 2020.

Beginning with the 2021-22 school year, the District shall make an annual contribution of 15% of the Superintendent's base salary to an annuity account of the Superintendent's choice, with 50% of the contribution being made on or before December 30, 2021, and the remaining 50% being made on or before June 30, 2022. Any future increases in the amount of the annual annuity contribution will be determined by the Board based on the results of the Superintendent's annual performance evaluation, but in no case shall the annuity contribution be less than 15% of the Superintendent's base salary for the year in question.

7. AUTOMOBILE REIMBURSEMENT

The Superintendent shall receive the sum of One Thousand Two Hundred Dollars ($1,200) per month for the use of his personal automobile for in-District travel. This amount shall cover wear and tear, maintenance, fuel and mileage. The Superintendent will be reimbursed for out-of-District travel in accordance with District/Board policies and procedures and as provided in the annual District budget for the Superintendent's Office.

All other provisions as set forth in the Professional Employment Agreement made and entered into by the Board and Dr. Rodriguez on May 24, 2019, shall remain in effect.

IN WITNESS WHEREOF, the Board has caused this Amendment to be approved on its

behalf by its duly authorized Chairperson and the Superintendent has approved this Amendment on the date written below.

SUPERINTENDENT

Dr. Frank J. Rodriguez
Superintendent

Witness

BOARD OF EDUCATION

By: Dr. Christina Gwozdz
Board Chair

Witness