

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

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FIRST AMENDMENT TO THE  
PROFESSIONAL EMPLOYMENT  
AGREEMENT BETWEEN THE BOARD OF  
TRUSTEES OF SCHOOL DISTRICT FIVE OF  
LEXINGTON AND RICHLAND COUNTIES  
AND DR. CHRISTINA MELTON

The Board of Trustees of School District Five of Lexington and Richland Counties has entered into an employment contract with Dr. Christina Melton whereby the said Dr. Melton was employed to serve School District Five of Lexington and Richland Counties as Superintendent. The said contract of employment is still in effect. It now appears that the Board of Trustees and Dr. Melton 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 by one year, or through June 30, 2022. 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 1, 2018, and ending June 30, 2022.

(2) Paragraph 3 (Compensation) of the contract shall be amended so as to reflect an additional two percent (2%) increase in her annual salary, effective July 1, 2019. Accordingly, paragraph 3 of the contract, as amended, shall provide:

The Board shall pay the Superintendent an annual base salary of One Hundred Eighty Five Thousand Six Hundred Forty Dollars (\$185,640). 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 Board and Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this contact, 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 contact, 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. Any across-the-board compensation adjustments provided to the District's administrative employees shall be provided to the Superintendent as well.

(3) Paragraph 4 (Vacation and Other Benefits) of the contract shall be amended to provide for the applicability of Board policy to her sick leave and vacation leave (with an accrual of 40 days' vacation leave) and to provide for an additional 5% increase in her annuity percentage each year for the next three years, beginning with the annuity payment in October 2019. Accordingly paragraph 4 will be amended as set forth below.

- (a) The Superintendent shall be entitled to all benefits of administrative employees of the District, including sick/personal leave and retirement programs. The Superintendent shall accrue and receive pay for unused sick leave and personal/annual leave to the extent provided for and consistent with Board policy.
- (b) The Superintendent shall be entitled to a total of twenty (20) days of vacation per year, in addition to all legal and other holidays recognized by the District (effective July 1 of each year). The Superintendent may accrue up to a maximum of 40 total vacation days. The Superintendent shall receive pay for unused vacation days, consistent with Board policy, up to a maximum of 40 unused vacation days.
- (c) The Superintendent shall be provided with a laptop computer and/or I-Pad, or equivalent technological equipment, for use in the performance of her duties under this contract. The Superintendent may utilize these resources for reasonable and appropriate personal use.
- (d) On or before October 31, 2019, the District shall make an annual contribution to an annuity plan of the Superintendent's choosing in the amount of ten percent (10%) of the Superintendent's annual salary, as provided for in paragraph three (compensation), contingent upon receipt of a satisfactory evaluation for the 2018-19 school year, as determined in good faith by the Board.

On or before October 31, 2020, the District shall make an annual contribution to an annuity plan of the

Superintendent's choosing in the amount of fifteen percent (15%) of the Superintendent's annual salary, as provided for in paragraph three (compensation), contingent upon receipt of a satisfactory evaluation for the 2019-20 school year, as determined in good faith by the Board.

On or before October 31, 2021, and each year thereafter the contract is in effect, the District shall make an annual contribution to an annuity plan of the Superintendent's choosing in the amount of twenty percent (20%) of the Superintendent's annual salary, as provided for in paragraph three (compensation), contingent upon receipt of a satisfactory evaluation for the 2020-21 school year (and each year thereafter the contract is in effect), as determined in good faith by the Board.

(4) Paragraph 6 (Automobile Reimbursements) of the contract shall be amended so as to increase the monthly automobile allowance by \$350, effective July 1, 2019.

Accordingly, Paragraph 6, as amended, shall provide:

The Superintendent shall be entitled to a monthly automobile allowance of \$1,200 to be used toward automobile use, maintenance, and fuel expenses incurred for in-District travel. The Superintendent will be reimbursed for out-of-District travel in accord with standard operating practices and the confines of the budget for the Superintendent's Office.

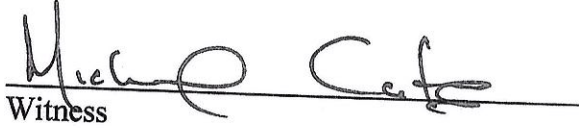
IN WITNESS WHEREOF, on September 23<sup>rd</sup>, 2019, the Board caused this First Amendment to be approved in its behalf by its duly authorized Chairman, and the Superintendent has approved this amendment.

(SIGNATURE PAGE FOLLOWS)

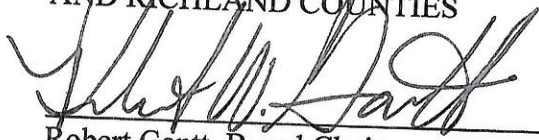
SUPERINTENDENT



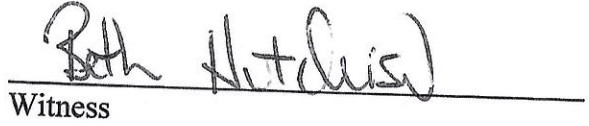
Christina S. Melton, Ed.D.

  
Witness

BOARD OF TRUSTEES, SCHOOL  
DISTRICT FIVE OF LEXINGTON  
AND RICHLAND COUNTIES



Robert Gantt, Board Chair

  
Witness