

STATE OF SOUTH CAROLINA)

)

COUNTY OF LEXINGTON)

AGREEMENT FOR INTERIM SUPERINTENDENT SERVICES

This Agreement made and entered into this 08th day of June 2021, by and between the Board of Trustees for School District Five of Lexington and Richland Counties (hereinafter "the Board") and HeartEd, LLC (hereinafter "HeartEd" or the "Interim Superintendent").

Section 1. Engagement of Interim Superintendent Services.

The Board agrees to contract with HeartEd, LLC to provide the functions and duties of superintendent of schools in and for the public schools of the District, as defined by the laws of the State of South Carolina and the rules and regulations of the South Carolina Department of Education and the Board. HeartEd agrees to provide superintendent services performed by a qualified and experienced professional employee of HeartEd, Dr. Akil Ross, to act as chief executive officer for the Board.

Section 2. Term.

The term of this Agreement shall be from July 1, 2021 through June 30, 2022, unless the Agreement is terminated earlier as provided herein.

Section 3. Certification and Responsibilities of the Superintendent.

HeartEd shall ensure that throughout the life of the contract the assigned Interim Superintendent will have professional credentials that are acceptable to the Board to act as superintendent of the District. The assigned Interim Superintendent shall furnish throughout the life of this agreement a South Carolina School Superintendent's professional Certificate issued by the South Carolina Department of Education. The Interim Superintendent shall have charge of the administration of the District under the direction of the Board. He shall be chief executive officer of the Board; shall select, organize and assign all personnel, as best serves the District and subject to the approval of the Board; 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 such other duties as may be prescribed by the Board from time to time. The Interim Superintendent shall keep the Board timely informed of all significant matters within and/or impacting the District.

The Interim 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. The Board may only meet in executive session without the Interim Superintendent to discuss this Agreement, its terms, the Interim Superintendent's evaluation, any search for a new Superintendent, and Board/Superintendent relations.

The Board, individually and collectively, shall promptly refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Interim Superintendent for study and appropriate action, and the Interim Superintendent shall investigate such matters, or cause such matters to be investigated, and when requested or as otherwise necessary in his discretion, inform the Board of the results of such investigations. Requests for substantive information shall be made to the Interim Superintendent and not to individual members of the District staff.

The Interim Superintendent agrees to devote his time, skill, labor, and attention to said employment during the term of this Agreement. The District encourages the continuing professional growth of the Interim Superintendent through his participation, as he might decide in light of his responsibilities, in (a) the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board 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 his professional responsibilities for the District.

The Interim Superintendent shall inform the Board of any outside activities that will take him out of the District for more than 24 hours.

Section 4. Fee for Interim Superintendent Services.

The contract payment under this agreement by the District to HeartEd shall be an annual fee of \$175,000.00. One twelfth of the total fee will be invoiced to the District on the 15th of each month, and shall be paid on the 25th of each month for superintendent services performed by HeartEd.

HeartEd has the sole authority and control of the method and amount of payment to the Interim Superintendent, including payment of city, state or federal taxes, income tax withholding, worker's compensation insurance, unemployment insurance, or any other form of remuneration, which HeartEd agrees are its sole and separate responsibility. HeartEd shall be responsible for all expenses for its employee and will bill the district for any out-of-district travel and/or accommodations.

HeartEd and Dr. Ross expressly agree that if any local, state and/or federal taxing authority determines that HeartEd and/or Dr. Ross owes additional taxes, fines, or penalties as the result of this Agreement, HeartEd and Dr. Ross shall be solely responsible for such. Further, HeartEd and Dr. Ross agree they shall indemnify and hold harmless the District and its employees and elected officials from any and all such taxes, fines and/or penalties.

Section 5. Travel and Expenses

In addition to the contract payment, the Board agrees it shall pay HeartEd the amount of One Thousand Two Hundred (\$1,200) Dollars per month for in-District travel expenses and also shall reimburse HeartEd for all other reasonable expenses the Interim Superintendent incurs in the continuing performance of his duties under this Agreement, including reimbursement for out-of-District travel at the IRS approved rate.

Section 6. Professional Liability.

The District agrees that it shall defend, hold harmless, and indemnify HeartEd/the Interim Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the HeartEd/the Interim Superintendent in his individual capacity or in his official capacity, provided the incident or occurrence giving rise to the claim or action took place while the Interim Superintendent was acting within the scope of his duties and provided the Interim 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 Interim Superintendent against such demands, claims, suits, actions, and legal proceedings.

Section 7. Further Opportunities

The Board understands and acknowledges that Dr. Ross may apply for the permanent District Superintendent position and agrees to give Dr. Ross's application due consideration. Dr. Ross understands and agrees that this Section does not bind the Board to employ him as permanent District Superintendent.

Section 8. Termination.


This Agreement may be terminated at the convenience of either party, upon sixty (60) calendar days' written notice to the other party.

IN WITNESS WHEREOF, the Board has caused this Agreement to be approved on its behalf by its duly authorized Chair, and HeartEd, LLC has approved this Agreement effective on the day and year specified above.

HEARTED, LLC

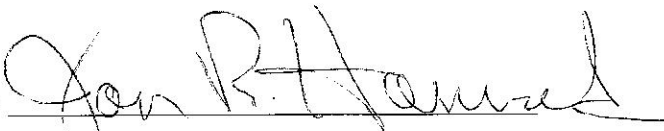
**BOARD OF TRUSTEES,
SCHOOL DISTRICT FIVE OF LEXINGTON
AND RICHLAND COUNTIES**

By: _____



Dr. Akil Ross, President

By: _____



Jan R. Hammond
Board Chair

Witness



Witness

