

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

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PROFESSIONAL EMPLOYMENT  
AGREEMENT BETWEEN THE BOARD OF  
TRUSTEES FOR SCHOOL DISTRICT FIVE  
OF LEXINGTON AND RICHLAND  
COUNTIES AND DR. AKIL E. ROSS, SR.

This contract of employment is made and entered into this 12<sup>th</sup> day of January, 2022, by and between the Board of Trustees for the School District Five of Lexington and Richland Counties (hereinafter referred to as either "the Board" or "the District") and Dr. Akil E. Ross, Sr. (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 School District Five of Lexington and Richland Counties;

It is understood by the parties that this contract is governed by an express covenant of good faith and fair dealing;

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 February 1, 2022, and ending June 30,

2025.

2. CERTIFICATION AND RESPONSIBILITIES  
OF THE SUPERINTENDENT

The Superintendent will furnish throughout the life of this contract a South Carolina School Superintendent's Professional Certificate issued by the South Carolina Department of Education.

The Superintendent shall have charge of the administration of the District under the direction of the Board. He shall be the chief executive officer for the Board; shall select, organize and assign all personnel, as best serves the District, 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 in compliance with federal and State law and as prescribed by Board policy and such other duties as may be prescribed by the Board from time to time. 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.

The Superintendent agrees to devote his time, skill, labor, and attention to said employment during the term of this contract. However, the Superintendent may undertake various professional duties and obligations outside of his responsibilities with the District,

including writing, lecturing, and speaking engagements. The Board should be provided with notice of any such commitments which may require or involve a significant time commitment. Additionally, if the Superintendent receives any pay for any professional duties and obligations he performs outside of his responsibilities with the District, he shall seek prior approval from the Board, shall ensure that all such work is performed in compliance with the South Carolina Ethics Reform Act, S.C. Code §§ 8-13-100 et seq., and shall use vacation days provided for under paragraph 4(b) of the contract to conduct any such work, as appropriate. Provisions of this paragraph exclude the existing adjunct duties the Superintendent has at the University of South Carolina.

The District encourages the continuing professional growth of the Superintendent through his participation, as he might decide in light of his responsibilities as Superintendent, 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. In its encouragement, the District shall permit a reasonable amount of released time for the Superintendent to attend such matters and pay for the necessary fees for travel and subsistence expenses, consistent with District policy, and as provided for in the District's budget.

### 3. SALARY

The Board shall pay the Superintendent an annual salary of Two Hundred Ten Thousand Dollars (\$210,000), effective February 1, 2022 (prorated for the 2021-22 school year). 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 the Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this contract, based on satisfactory performance, but in no event shall the Superintendent be paid less than \$210,000. 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 District and the Superintendent have entered into a new contract or that the termination date of the existing contract has been extended. The Superintendent shall receive annual increases in salary in a percentage equal to the average rate of percentage increase provided by the Board for certified employees, as well as any special bonuses provided across-the-board to administrative employees. The Superintendent shall have the option of designating any part of his salary to be contributed directly by the District to an annuity plan of the Superintendent's choice.

#### 4. BENEFITS

(a) The Superintendent shall be entitled to all benefits of administrative employees of the District, including but not limited to, health insurance benefits, sick/personal leave and retirement programs. The Superintendent shall accrue sick leave and receive pay for unused sick leave and personal/annual leave to the extent provided for and consistent with Board policies.

(b) The Superintendent shall be entitled to a total of twenty (20) days of vacation annually, effective February 1, 2022, (pro-rated for the 2021-22 school year), in addition to all legal and other holidays recognized by the District. The Superintendent shall accrue vacation leave and receive pay for unused vacation leave to the extent provided for and consistent with Board policies.

(c) The Superintendent shall be provided with a cell phone, laptop computer with cellular service and/or I-Pad, or equivalent technological equipment, for use in the performance of his duties under this contract. The Superintendent may utilize these resources for reasonable and appropriate personal use.

(d) On or before October 1, 2022, 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 ten percent (10%) of the Superintendent's annual salary, as provided for in paragraph three (salary), contingent upon receipt of a satisfactory evaluation, as determined in good faith by the Board, during the school year immediately prior to the annual contribution.

#### 5. EXPENSES

The District shall pay the Superintendent's dues to the American Association of School Administrators, the South Carolina Association of School Administrators, and any other reasonable and customary professional and civic group membership which the Superintendent believes is necessary to maintain and improve his professional skills and standing in the community, 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 his duties under this employment contract, consistent with District policy, and as provided for in the District's budget.

The Superintendent agrees to maintain a primary residence within the District throughout the time period in which this contract is in effect.

#### 6. AUTOMOBILE ALLOWANCE

The Board shall provide the Superintendent with a monthly automobile use and

maintenance allowance of \$333 as reimbursement for any in-District travel. Any professional travel outside the District shall be reimbursed pursuant to existing District policy.

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 his individual capacity or in his 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 his 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.

8. EVALUATION

The Board and Superintendent 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. This annual meeting shall normally be held during the summer.

The Board shall evaluate the performance of the Superintendent, in good faith, at least once a year during the term of this agreement. For this purpose, the Board and Superintendent 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 adopt an evaluation format and shall evaluate the Superintendent pursuant thereto.

To conclude the evaluation, 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 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. The Superintendent 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 the Superintendent's personnel file. Following the Superintendent's evaluation or his written response, and at the request of either party, the Board may meet with the Superintendent in executive session to discuss the matter further.

The annual evaluation shall be conducted during the summer, with the first annual evaluation scheduled for the summer of 2022. The Board may provide interim guidance/feedback to the Superintendent as determined appropriate by the Board.

9. RENEWAL

If the Board does not notify the Superintendent, in writing, on or before September 1, 2023, and September 1 of each year thereafter this contract is in effect, that the Superintendent's employment contract will not be extended beyond the term specified in Section One (1) of this contract, or the then-current termination date, it shall be deemed that the Board has renewed this employment contract for one additional year, beyond the then-current termination date. The Superintendent shall remind the Board in writing of the existence of this automatic renewal clause no later than July 1 of each year, beginning in 2023. If, during any year, the Superintendent does not so remind the Board of this clause, this automatic renewal provision shall not be applicable for that year.

10. TERMINATION

This contract shall be terminated by:

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

In the event of disability by 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 such other leave as may be available, and has been absent from his employment, for whatever cause, for a continuous period of 90 days. All obligations of the District shall cease upon such termination.

If a question arises concerning the capacity of the Superintendent to return to his duties, 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 his duties and responsibilities.

- (c) discharge for just cause;

Discharge for just cause shall constitute conduct, which is prejudicial to the District, including but not limited to unprofessional conduct, neglect of duty, dishonesty or incompetency. Notice of discharge for just cause shall be given in writing 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, he shall bear any costs therein involved. Following the

meeting, the Superintendent shall be provided notice, in writing, of the results of the meeting.

- (d) unilateral termination of the Superintendent;

The Board may, at its option, unilaterally terminate this agreement upon an affirmative vote of five (5) of seven (7) members of the Board at any regular or special 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, severance pay the equivalent of one year's annual salary, as provided for in paragraph three (salary). It is understood that this option should be exercised only after reasonable efforts pursuant to paragraph 10(a) of the contract have been concluded;

- (e) death of the Superintendent.

#### 11. SAVINGS CLAUSE

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. ADMINISTRATIVE LEAVE

At any time during the term of this Agreement when the Board deems it in the best interest of the District, the Board may act to place the Superintendent on administrative leave, during which time the Superintendent will receive his full salary and benefits, as provided for in paragraphs three (salary) and four (benefits). Such administrative leave shall continue

until the Board as a whole meets and decides otherwise.

13. AMENDMENT

This agreement may be amended during its term by the mutual written consent of the Board and the Superintendent. Any such amendment shall be in writing and approved by official action of the Board and accepted in writing by the Chairperson of the Board and the Superintendent; any waiver of any term of the contract must be in writing and any breach or noncompliance with a term is not to be construed as a waiver of such term in the future.

14. DECLARATION OF THE GOVERNOR

As required by S.C. Code Ann. § 59-18-1570, this contract shall be void should the Governor of South Carolina declare that the office of Superintendent in the School District Five of Lexington and Richland Counties is vacant.

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

SUPERINTENDENT

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

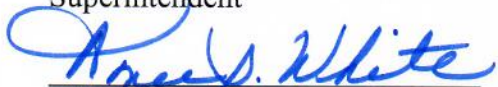


Dr. Akil E. Ross, Sr.  
Superintendent

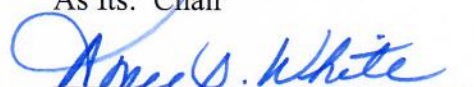
By:



Jan Hammond  
As Its: Chair



Witness



Witness

Jan. 12<sup>th</sup>, 2022  
Lexington, South Carolina