STATE OF SOUTH CAROLINA COUNTY OF AIKEN PROFESSIONAL EMPLOYMENT
AGREEMENT BETWEEN THE BOARD OF
EDUCATION OF AIKEN COUNTY SCHOOL DISTRICT AND
DR. AHMED SEAN ALFORD

This contract of employment is made and entered into this 3^{rcl} day of Thy, 2015, by and between the Board of Education of Aiken County School District (hereinafter referred to as either "the Board" or "the District") and Dr. Ahmed Sean Alford 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 Aiken County School District;

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 August 1, 2015, and ending June 30, 2018. Prior to August 1, 2015, Dr. Alford shall be designated as Superintendent-Elect by the Board and shall perform any and all duties in this position as may be deemed appropriate and agreed upon by the parties. The Superintendent-Elect shall be paid a per diem based upon his contractual salary as provided herein and reimbursed for all reasonable expenses related to the performance of his duties as Superintendent-Elect.

2. <u>CERTIFICATION AND RESPONSIBILITIES</u> <u>OF THE SUPERINTENDENT</u>

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 direct, organize and assign all personnel, as best serves the District, subject to the approval of the Board; he shall nominate for employment by the Board all District personnel; 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 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, providing the source of concerns, 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 concerning his contract terms or evaluation.

The Superintendent agrees to devote his time, skill, labor, and attention to said employment during the term of this contract, provided, however, that the Superintendent may undertake various professional duties and obligations, 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 and should require prior Board approval for any engagement-related absence anticipated to extend beyond five (5) working days. The Superintendent may at his option, and with the approval of the Board, continue to draw a salary while engaged in the outside activity as described above. In such cases honoraria paid to the Superintendent in connection with these activities shall be transferred to the Board. If the Superintendent chooses to use vacation leave to perform the outside activities, he shall retain any honoraria paid, subject to provisions of the State Ethics Law. In no case will the Board be responsible for any expenses attendant to the performance of such outside activities.

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 as provided by the District in the annual budget.

3. SALARY

The Board shall pay the Superintendent an annual salary of One Hundred Seventy Five Thousand Dollars (\$175,000.00). 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 \$175,000.00. 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 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, leave, retirement programs, liability insurance protection, and choice of tax sheltered annuities.

(b) The Superintendent shall be entitled on an annual basis to 20 days of vacation (effective July 1, 2015) in addition to all legal and other holidays recognized by the District. Such vacation time may be used immediately and in full without the necessity of any accrual periods prior to use. Upon written notice to the Board Chair annually, up to forty-five (45) days of vacation may be accumulated, carried over, and utilized in subsequent years of the contract. The Superintendent shall be eligible for payment of up to forty-five (45) days of accrued but unused vacation, if any, at the time of termination from employment or expiration of this contract at the Superintendent's then current annual base salary.

(c) The Superintendent shall be provided with a District-issued cell phone for his work related use.

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 group membership expenses which the Superintendent believes is necessary to maintain and improve his professional skills, and/or to meet community and area educational involvements generally expected of, and participated in by the Aiken Superintendent, upon notice to and approval by, 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, as provided in the District budget.

Additionally, the District shall reimburse the Superintendent for all reasonable expenses, as determined by the Board, incurred in relocating the Superintendent and his family from their present residence in Summerville, South Carolina to the District. The Superintendent agrees to establish and maintain a residence within the District and to locate his family there on or before July 1, 2016, with the understanding that he will live in temporary housing within the District until that time.

6. AUTOMOBILE ALLOWANCE

The Board shall provide the Superintendent with a monthly automobile use and maintenance allowance of \$850 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 in good faith within the scope of his

employment; and that the indemnity and liability coverage is within the authority of the School Board to provide under State law; 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. Nothing herein contained shall be construed as an express or implied waiver by the District through its governing Board herein, or by the Superintendent, which might otherwise inure to the benefit of any third party claimant, regarding the protection or bar of any claims limiting statute, Constitutional provision, or case precedent limitation benefit available to either party to this Agreement.

8. MEDICAL EXAMINATION

In light of the unique nature of the professional duties of the Superintendent, the District shall, at its expense, provide to the Superintendent a complete annual medical examination 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.

The first such report shall be provided to the Board Chairman on or before January 15, 2016. The receipt of an acceptable report as provided herein shall be a condition precedent to the Superintendent's continued employment pursuant to this contract.

9. 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; however, the initial such meeting

shall be scheduled for the fall of 2015.

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 Superintendent shall submit to the Board a recommended format for conducting the evaluation. The Board 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 normally be conducted during the fall, with the first annual evaluation scheduled for the fall of 2016. The Board, however, reserves the right to conduct an interim evaluation of the Superintendent's performance during the winter/spring of 2016.

10. RENEWAL

If the District does not notify the Superintendent in writing, before January 15, 2018, that this employment contract will not be renewed, it shall be deemed that the District has

renewed this employment contract for one year, extending from the termination date set forth above. The Superintendent shall remind the Board in writing of the existence of this automatic renewal clause. Such notice shall be provided two months prior to the December 2017 Board meeting.

11. 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 cause;

Discharge for cause shall constitute conduct which is prejudicial to the District, including but not limited to unprofessional conduct, neglect of duty, inefficiency, or incompetency. Notice of discharge for 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 a majority 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) or the balance due on the contract, whichever is less. It is understood that this option should be exercised only after reasonable efforts pursuant to paragraph 11(a) of the contract has been concluded;

(e) death of the Superintendent.

12. 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.

13. ADMINISTRATIVE LEAVE

At any time during the term of this Agreement when the Board Chairman deems it

in the best interest of the District, he may advise and then 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.

14. DECLARATION OF THE GOVERNOR

As required by S.C. Code Ann. § 59-18-1580, this contract shall be void should the Governor of South Carolina declare that the office of Superintendent in Aiken County School District is vacant.

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

SUPERINTENDENT

Sean Alford Superintendent

Witness

July<u>3</u>, 2015 Aiken, South Carolina

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By:

Rosemary English As Its: Chairman

DISTRICT

BOARD OF EDUCATION AIKEN COUNTY SCHOOL

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STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

FIRST AMENDMENT TO THE PROFESSIONAL EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF EDUCATION OF AIKEN COUNTY PUBLIC SCHOOLS AND DR. SEAN ALFORD

The Board of Education of Aiken County Public Schools has entered into an employment contract with Dr. Sean Alford whereby the said Dr. Alford was employed to serve Aiken County Public Schools as Superintendent. The said contract of employment is still in effect. It now appears that the Board of Education and Dr. Alford are desirous of amending the said contract as set forth below.

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(1) Paragraph 1 (Term) of the contract shall be amended so as to extend the term

of employment by two years, or through June 30, 2020. 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 August 1, 2015, and ending June 30, 2020.

(2) Paragraph 3 (Salary) of the contract shall be amended so as to reflect a four

percent (4%) increase in his annual salary, effective July 1, 2016. Accordingly, paragraph 3 of the contract, as amended, shall provide:

The Board shall pay the Superintendent an annual salary of One Hundred Eighty-Two Thousand Dollars (\$182,000.00). 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 \$182,000.00. 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 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.

Paragraph 4 (Benefits) of the contract shall be amended so as to add an (3)

annual annuity provision contingent upon a satisfactory evaluation. Accordingly, paragraph 4 (e) of

the contract as amended shall provide:

Effective with the evaluation results from the 2015-16 school year, and each year thereafter the contract is in effect, the District shall make an annual contribution to an annuity of the Superintendent's choosing in an amount equivalent to ten percent (10%) of the Superintendent's annual base salary, as provided for in paragraph three (salary), contingent upon receipt of a satisfactory evaluation during the school year immediately prior to the annual contribution, as determined in good faith by the Board.

(4)Paragraph 10 (Renewal) of the contract shall be amended so as to revise the

dates in the automatic renewal clause to be consistent with the extension of the Superintendent's

contract. Accordingly, paragraph 10 of the contract as amended shall provide:

If the District does not notify the Superintendent in writing, before January 15, 2020, that this employment contract will not be renewed, it shall be deemed that the District has renewed this employment contract for one year, extending from the termination date set forth above. The Superintendent shall remind the Board in writing of the existence of this automatic renewal clause. Such notice shall be provided two months prior to the December 2019 Board meeting.

IN WITNESS WHEREOF, on December 13, 2016, the Board caused this First

Amendment to be approved in its behalf by its duly authorized Chairman, and the Superintendent has

By:

approved this amendment.

SUPERINTENDENT

Aiken, South Carolina

BOARD OF TRUSTEES, AIKEN COUNTY PUBLIC SCHOOLS

emary English, Board Charperson

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SECOND AMENDMENT TO THE PROFESSIONAL EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF EDUCATION OF AIKEN COUNTY PUBLIC SCHOOLS AND DR. SEAN ALFORD

The Board of Education of Aiken County Public Schools has entered into an employment contract with Dr. Sean Alford whereby the said Dr. Alford was employed to serve Aiken County Public Schools as Superintendent. The said contract of employment is still in effect. It now appears that the Board of Education and Dr. Alford are desirous of amending the said contract as set forth below.

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(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, 2021. 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 August 1, 2015, and ending June 30, 2021.

(2) Paragraph 3 (Salary) of the contract shall be amended so as to reflect a three

percent (3%) increase in his annual salary, effective July 1, 2017. Accordingly, paragraph 3 of the contract, as amended, shall provide:

The Board shall pay the Superintendent an annual salary of One Hundred Eighty-Seven Thousand Four Hundred Sixty Dollars (\$187,460.00). 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 \$187,460.00. 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 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.

Paragraph 4 (Benefits) of the contract shall be amended so as to increase the (3)

annual annuity provision, which is contingent upon a satisfactory evaluation, by two percent (2%).

Accordingly, paragraph 4 (e) of the contract as amended shall provide:

Effective with the evaluation results from the 2016-17 school year, and each year thereafter the contract is in effect, the District shall make an annual contribution to an annuity of the Superintendent's choosing in an amount equivalent to twelve percent (12%) of the Superintendent's annual base salary, as provided for in paragraph three (salary), contingent upon receipt of a satisfactory evaluation during the school year immediately prior to the annual contribution, as determined in good faith by the Board.

Paragraph 10 (Renewal) of the contract shall be amended so as to revise the (4)

dates in the automatic renewal clause to be consistent with the extension of the Superintendent's

contract. Accordingly, paragraph 10 of the contract as amended shall provide:

If the District does not notify the Superintendent in writing, before January 15, 2021, that this employment contract will not be renewed, it shall be deemed that the District has renewed this employment contract for one year, extending from the termination date set forth above. The Superintendent shall remind the Board in writing of the existence of this automatic renewal clause. Such notice shall be provided two months prior to the December 2020 Board meeting.

IN WITNESS WHEREOF, on 1000 30, 2017, the Board caused this

Second Amendment to be approved in its behalf by its duly authorized Chairman, and the Superintendent has approved this amendment.

By:

SUPERINTENDENT

Aiken, South Carolina

BOARD OF TRUSTEES. AIKEN COUNTY PUBLIC SCHOOLS

Levi Green, Board Chairman Witness

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

THIRD AMENDMENT TO THE PROFESSIONAL EMPLOYMENT AGREEMENT BETWEEN THE BOARD OF EDUCATION OF AIKEN COUNTY PUBLIC SCHOOLS AND DR. SEAN ALFORD

The Board of Education of Aiken County Public Schools has entered into an employment contract with Dr. Sean Alford whereby the said Dr. Alford was employed to serve Aiken County Public Schools as Superintendent. The said contract of employment is still in effect. It now appears that the Board of Education and Dr. Alford are desirous of amending the said contract as set forth below.

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(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 August 1, 2015, and ending June 30, 2022.

(2) Paragraph 3 (Salary) of the contract shall be amended so as to reflect an

additional two percent (2%) increase in his annual salary, effective July 1, 2018. Accordingly, paragraph 3 of the contract, as amended, shall provide:

The Board shall pay the Superintendent an annual salary of One Hundred Ninety-Five Thousand Thirty-Three Dollars (\$195,033). 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 \$195,033. 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 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.

(3) Paragraph 4 (Benefits) of the contract shall be amended so as to increase the

annual annuity provision, which is contingent upon a satisfactory evaluation, by an additional three

percent (3%). Accordingly, paragraph 4 (e) of the contract as amended shall provide:

Effective with the evaluation results from the 2017-18 school year, and each year thereafter the contract is in effect, the District shall make an annual contribution to an annuity of the Superintendent's choosing in an amount equivalent to fifteen percent (15%) of the Superintendent's annual base salary, as provided for in paragraph three (salary), contingent upon receipt of a satisfactory evaluation during the school year immediately prior to the annual contribution, as determined in good faith by the Board.

(4) Paragraph 4 (Benefits) of the contract shall be amended to decrease the

number of annual vacation days from 20 days to 10 days, to be consistent with the allocation of

vacation days received by other administrators in the District.

The Superintendent shall be entitled on an annual basis to 10 days of vacation (effective July 1, 2019) in addition to all legal and other holidays recognized by the District. Such vacation time may be used immediately and in full without the necessity of any accrual periods prior to use. Upon written notice to the Board Chair annually, up to forty-five (45) days of vacation may be accumulated, carried over, and utilized in subsequent years of the contract. The Superintendent shall be eligible for payment of up to forty-five (45) days of accrued but unused vacation, if any, at the time of termination from employment or expiration of this contract at the Superintendent's then current annual base salary.

(5) Paragraph 10 (Renewal) of the contract shall be amended so as to revise the

dates in the automatic renewal clause to be consistent with the extension of the Superintendent's

contract. Accordingly, paragraph 10 of the contract as amended shall provide:

If the District does not notify the Superintendent in writing, before January 15, 2022, that this employment contract will not be renewed, it shall be deemed that the District has renewed this employment contract for one year, extending from the termination date set forth above. The Superintendent shall remind the Board in writing of the existence of this automatic renewal clause. Such notice shall be provided two months prior to the December 2021 Board meeting.

IN WITNESS WHEREOF, on October 30, 2018, the Board caused this Third Amendment to be approved on its behalf by its duly authorized Chairman, and the Superintendent has approved this amendment.

SUPERINTENDENT

Dr. Sean Alford

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Aiken, South Carolina

BOARD OF TRUSTEES AIKEN COUNTY PUBLIC SCHOOLS

Green, Board Chairman Levi Witness