

DRAFT 5/30

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK) PROFESSIONAL EMPLOYMENT
) AGREEMENT BETWEEN THE BOARD OF
) TRUSTEES OF FORT MILL SCHOOL
) DISTRICT THREE AND GREY YOUNG

This contract of employment is made and entered into this ___ day of June, 2025, by and between the Board of Trustees of Fort Mill School District (hereinafter referred to as either "the Board" or "the District") and Grey Young (hereinafter referred to as "the Superintendent").

WHEREAS, the Board desires to provide the Superintendent with a written employment agreement 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 agreement 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 Fort Mill School District;

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 specified herein, 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 July 1, 2025, and ending June 30, 2028.

2. CERTIFICATION AND RESPONSIBILITIES OF THE SUPERINTENDENT

The Superintendent will furnish throughout the life of this Agreement 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 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 promptly investigate, 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, 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.

The District encourages the continuing professional growth of the Superintendent through his participation, as he might decide in light of her 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 release 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 Two Hundred Seventy-Five Thousand Dollars (\$275,000.00), effective July 1, 2025. 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 Agreement, based on satisfactory performance. Any adjustments in salary made during the life of this Agreement shall be in the form of an amendment and become part and parcel of the Agreement, 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 Agreement has been extended. The Superintendent shall receive annually any percentage of cost-of-living adjustment increase given to teachers during the year, as well as a 2% increase, if teachers receive a step increase during the year. For the first year under this Agreement, this adjustment will be effective as of July 2, 2025. The Superintendent shall have the option of

designating any part of his salary, up to legal limit taking into account the contribution made under Paragraph 4(d) to this Agreement, 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 leave, retirement programs, and choice of tax-sheltered annuities. The Superintendent shall be entitled to 15 days of sick leave and five days of personal leave, as provided to other 12-month employees, effective upon execution of the Employment Agreement.

(b) The Superintendent shall be entitled to 15 days of vacation annually, effective July 1, 2025, in addition to all legal and other holidays recognized by the District. The Superintendent shall accrue vacation leave and upon separation receive pay for unused vacation leave to the extent provided for and consistent with Board policies.

(c) The Superintendent shall be provided with a mobile telephone, a laptop, and/or iPad (or equivalent) to use in connection with his duties and responsibilities as Superintendent and for reasonable personal use.

(d) The District shall make an annual contribution to a 403(b)/403(b)(7) plan, an annuity plan of the Superintendent's choice or to the S.C. Public Employees Deferred Compensation Plan. The amount of the contribution shall be 5% of the Superintendent's base salary as of December 31, 2025, with the first contribution being made in January 2026. The amount of the contribution shall increase to 8% of that year's salary for the January 2027 contribution and to 10% of that year's salary for the January 2028 contribution. The annual contributions shall be designated as an Employer Nonelective Contribution. Said contributions

shall be conditioned upon a satisfactory performance evaluation as determined in good faith by the Board. In lieu of a contribution by the District to a tax-free retirement account, as provided herein, the Superintendent may elect each year to receive, in the same percentage-of-salary amount each year, a supplemental wage payment.

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 which the Superintendent believes is necessary to maintain and improve his professional skills. Upon notice to the Board, the District shall pay or reimburse the Superintendent for dues for up to three local civil organizations that the Superintendent believes are important in supporting his community involvement in the District. 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.

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 \$1,000 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. 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 of the Superintendent's choice, provided such physician is 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 her duties. The contents of the report shall be kept confidential.

The first such report shall be provided to the Board Chair on or before August 1, 2025. 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. The initial such meeting shall be scheduled for late summer or early fall of 2025.

The Board shall evaluate the performance of the Superintendent, in good faith, at

least once a year during the term of this agreement and also may conduct informal interim evaluations at any time that the Board deems necessary during the term of this Agreement. For this purpose, the Superintendent shall submit to the Board a recommended format for conducting the formal 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, if requested. 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 final evaluation report and any response by the Superintendent shall be confidential to the fullest extent allowed by law.

10. RENEWAL

If the District does not notify the Superintendent in writing, before March 1 of each year under this Agreement, beginning March 1, 2027, that this Employment Agreement will not be extended beyond the term specified in Paragraph 1 hereof, it shall be deemed that the Board has renewed the Agreement for one additional year beyond the current termination date as reflected by this Agreement. The Superintendent shall remind the Board in writing of the existence of this automatic renewal clause no later than December 1 of each year, beginning December 1, 2026. If during any year, the Superintendent does not so remind the Board, this provision shall not be

applicable for that year.

11. TERMINATION

This Employment Agreement 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 her 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 seriously prejudicial to the District, including but not limited to unprofessional conduct, neglect of duty, 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 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 of any and all claims that the Superintendent may have against the District, the Board, and/or any individual Board member in his or her official or individual capacity, severance pay the equivalent of one year's then-current annual 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 Agreement have been concluded;

- (e) death of the Superintendent.
- (f) resignation of the Superintendent.

12. SAVINGS CLAUSE

If, during the term of this Employment Agreement, it is found that a specific clause of the Agreement is illegal under either federal or State law, the remainder of the Agreement not affected by such ruling shall remain in force.

13. ADMINISTRATIVE LEAVE

At any time during the term of this Agreement when the Board Chair deems it in the best interest of the District, the Chair 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 the Agreement. Such administrative leave shall continue until the Board as a whole meets to consider the matter and makes a further determination.

14. DECLARATION OF THE GOVERNOR

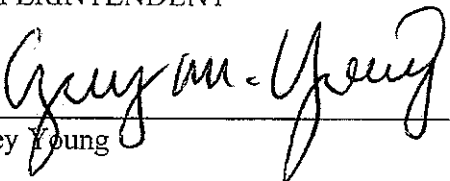
As required by S.C. Code Ann. § 59-18-1580, this Employment Agreement shall be void should the Governor of South Carolina declare that the office of Superintendent in Fort Mill District Three is vacant.

15. MISCELLANEOUS

- (a) This Agreement is governed by the laws of the State of South Carolina
- (b) This Agreement constitutes the entire agreement between the Board and the Superintendent and all agreed upon matters pertaining to the subject matter of this agreement are contained herein.
- (c) This Agreement may be amended only by a written instrument adopted by the Board and endorsed by the Chair of the Board and the Superintendent.

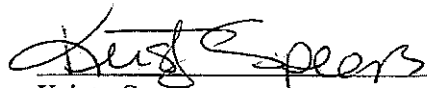
IN WITNESS whereof, the Board has caused this employment contract to be approved on its behalf by its duly authorized Chair and the Superintendent has approved this Employment Agreement effective on the day and year specified above.

SUPERINTENDENT

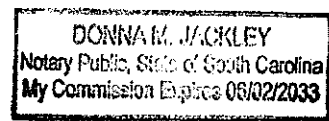


Grey Young

FORT MILL SCHOOL DISTRICT
BOARD OF TRUSTEES



Kristy Spears



Superintendent

Its: Chair

Witness

Donna Jackson

Witness

Lisa Bratt