

February 24, 2022

VIA EMAIL, CERTIFIED AND REGULAR MAIL

Vivian McGhaney 9770 Lynches River Road Lynchburg, S.C. 29080

Dear Mrs. McGhaney:

This is written as a follow up to the meeting held on February 22, 2022 during which we discussed your employment status for the 2022-2023 school year.

As discussed, you are a working retiree on a Letter of Agreement (LOA) for the 2021-2022 school year. As a working retiree, there is no expectation for employment after the 2021-2022 school year. Also, the LOA dated May 28, 2021 and signed by you on June 7, 2021 contains the following:

This letter will confirm our mutual agreement that you have been retained by Sumter School District to serve as a(n) Special Education Curriculum Coordinator for the 2021-2022 school year. The length of this agreement is for 233 days and will be for one year only. While you are expected to work for the number of days specified, it is understood and agreed that either party may terminate this agreement on ten working days' notice. Pursuant to South Carolina State Board of Education regulations, you are not being issued the usual contract because you are returning as a rehired retiree for this current school year.

Please be aware that this agreement is valid for only one year and carries no expectation of employment after the end of the contractual length of service (# of days).

*THIS IS AN AT-WILL EMPLOYMENT CONTRACT. IT MAY BE TERMINATED AT ANY TIME FOR ANY REASON OR FOR NO REASON BY EITHER EMPLOYER OR EMPLOYEE. EMPLOYEE AGREES THAT THERE EXISTS NO RIGHT TO CHALLENGE TERMINATION OF THIS CONTRACT BY EMPLOYER. EMPLOYEE FURTHER AGREES THAT THIS IS A NONRENEWABLE CONTRACT AND THERE EXISTS NO RIGHT TO CHALLENGE ANY FAILURE TO CONTINUE THIS CONTRACT BEYOND THE TERM.

As per our conversation, you submitted your letter of intent on January 8, 2022, that indicated you did not plan to return to the district for the 2022-2023 school year. On February 4, 2022, you altered your letter of intent to reflect that you wish to return. At this time your position for the 2022-2023 school year was eliminated and funding was repurposed. You were advised that if you wish to return to Sumter School District for the 2022-2023 school year, you would need to apply for a position in which you are interested and qualified.

This is to confirm that your last day of employment with Sumter School District will be June 30, 2022. Thank you for your past service to our students. Your efforts and dedication have been appreciated through the years. I wish you the very best in your future endeavors.

Sincerely

Dr. Penelope E. Martin-Knox, Superintendent

C: Dr. John Koumas, Chief of Human Resources Personnel File **Letter Of Agreement**

May 28, 2021

Vivian McGhaney District Office Annex

Dear Vivian McGhaney:

This letter will confirm our mutual agreement that you have been retained by Sumter School District to serve as a(n) **Special Education Curriculum Coordinator** for the **2021-2022** school year. The length of this agreement is for **233** days and will be for one year only. While you are expected to work for the number of days specified, it is understood and agreed that either party may terminate this agreement on ten working days notice. Pursuant to South Carolina State Board of Education regulations, you are not being issued the usual contract because you are returning as a rehired retiree for this current school year.

You are expected to report to your current assignment on 7/1/2021 as a(n) 6/30/2022 at District Office Annex according to your job assignment schedule. Please note that all assignments are tentative and subject to change. It is understood that you currently hold or will obtain a current valid professional certificate as required by State law or regulation. For your service during the 2021-2022 school year, you will be paid according to the district approved salary schedule for rehired retirees. It is also agreed that during this period of employment, you will be bound by and agree to abide by all District and school policies, rules, and regulations. Please be aware that this agreement is valid for only one year and carries no expectation of employment after the end of the contractual length of service (# of days).

Please indicate your agreement to the terms outlined in this letter by signing electronically below within ten days of your receipt of this letter. If you have any questions or concerns regarding this agreement, please feel free to contact Dr. Koumas at 803-469-6900 ext. 208.

Sincerely,

Penelope E. Martin-Knox, Ed.D.

Superintendent

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Employee's Signatufe

6/7/202/ Date

Sumter School District is an equal opportunity employer.