

NORTH CAROLINA

JOHNSTON COUNTY

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this _____ day of May, 2020, by and between the Johnston County Board of Education, hereinafter referred to as "Board", and Dr. Eric Bracy, hereinafter referred to as "Superintendent" or "Dr. Bracy" to retain Dr. Bracy as Superintendent of the Johnston County Public Schools according to the following provisions;

1. **TERM.**

The Board, in consideration of the promises, herein contained, hereby employs Dr. Bracy as Superintendent of Schools for a term commencing on July 1, 2020, or as close as is practical depending upon when his current employing Board releases him, and ending on June 30, 2024. The Board may by specific action and with the consent of the Superintendent extend the termination date of the existing contract to the extent permitted by state law.

2. **PROFESSIONAL LICENSE AND RESPONSIBILITIES OF SUPERINTENDENT.**

A. **LICENSE.** The Superintendent shall furnish throughout the term of his employment as Superintendent a valid and appropriate license to act as Superintendent as prescribed by the laws of this state and by the regulations of the State Board of Education.

B. **DUTIES.** The Superintendent shall have charge of the administration of the schools under the direction of the Board. He shall be the chief executive officer of the Board; shall serve as secretary to the Board; direct and assign teachers and other employees of the schools under his supervision; organize, reorganize, and arrange the administrative and supervisory staff, as best serves the Johnston County Public Schools, provided that the Superintendent shall consult with and advise the Board before transferring school principal(s); select all personnel subject to the approval of the Board; possess authority to immediately accept

resignations of personnel, for and on behalf of the Board; suggest from time to time regulations, rules, and procedures for the orderly administration of the school district; be responsible for oversight of the overall financial planning of the District, including preparation of the annual budget and the submission of the budget and budget message to the Board for review and approval; make recommendations on items of business considered by the Board; act as liaison between the Johnston County Public Schools and the community; maintain a program of community relations to foster a cooperative working relationship between the schools and the community; establish processes to keep the Board up to date on developments, initiatives, and issues in the District; keep abreast of educational trends by participating in appropriate professional development and professional organizations at the local, state and national levels; and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by law or by the Board. This is an agreement for the performance of professional services as superintendent by Dr. Bracy who shall not be assigned to any other position or have his duties reassigned without his consent.

3. BOARD/SUPERINTENDENT COMMUNICATIONS.

The Board, individually and collectively, promptly shall refer criticisms, complaints, and suggestions called to its attention to the Superintendent for appropriate study, recommendation, and response and shall refrain from individual involvement with the administration of school policies except through Board action.

4. COMPENSATION.

A. The annual salary of the Superintendent shall be as provided for by the State Salary Schedule for Superintendents adopted by the State Board of Education. In addition to the salary paid the Superintendent from state funds, the Board agrees to supplement the Superintendent's state salary from local funds for an initial aggregate salary in the amount of One

Hundred Ninety Five Thousand Dollars (\$195,000.00) per year. Neither the annual aggregate salary nor any local salary supplement of the Superintendent will be decreased during the term of this contract.

B. If the state salary scale for Superintendent V is increased by the North Carolina General Assembly, Dr. Bracy's aggregate salary will be increased by the same percentage. If the average state salary scale for central office administrators is increased for a fiscal year for which the state salary scale for Superintendent V is not increased, Dr. Bracy's aggregate salary will be increased by the same percentage. If the percentage of the average state salary scale for central office administrators can be determined by more than one mathematically valid method, it will be in the sole discretion of the Board to determine which method to apply.

C. The aggregate annual salary paid to the Superintendent from state and local funds shall be paid in equal monthly installments in accordance with the rules of the Board governing payment of other professional employees of the Johnston County Public Schools.

D. In addition to his aggregate salary, Dr. Bracy will be entitled to receive any state-paid longevity payment provided to school superintendents pursuant to state law or regulation.

5. PERFORMANCE PAY

The Superintendent will be eligible to receive up to Twenty Thousand Dollars (\$20,000) in performance pay after each 12 months of the Superintendent's service under this contract for reaching objective measurable goals for improvement of the Johnston County Public Schools established by the Board after consultation with the Superintendent. Each goal will carry a dollar value payable to the Superintendent for successful completion of the goal and the dollar values assigned to the goals for each year will total \$20,000. No payment shall be made for any goal that is not accomplished. For any goal(s) accomplished and verified, payment shall be received

by October 31, 2021, in the first year, and by mutually agreed upon dates in each subsequent year. Goals may address areas including but not limited to student achievement, school achievement, student discipline, and financial efficiency.

6. VACATION AND OTHER BENEFITS.

A. The Superintendent shall receive annual leave and sick leave as provided by state law and North Carolina State Board of Education regulations. Annual leave and sick leave shall be taken in accordance with Board policy and State Board of Education regulations. Vacation and sick leave may be carried forward as provided by law and Board policy, and payment for any accrued and unused vacation leave at the termination of this Contract shall be made in accordance with State Board of Education regulations and Board policy.

B. The Board shall pay the full premium costs for medical insurance coverage, including dental and visions for Dr. Bracy and his eligible dependents under the state health insurance plan for other Board of Education employees. This will include Dr. Bracy's spouse if she is not eligible for a health insurance plan covered by her employer. The Board will also deposit \$200 each month into a flexible spending account for use by Dr. Bracy, his spouse, and his dependents as permitted by law.

C. The Board shall pay the sum of Ten Thousand Dollars (\$10,000) to a tax-deferred annuity program of the Superintendent's choosing upon completion of each 12 months of the Superintendent's service under this contract.

D. The Board shall pay the Superintendent's membership charges for a reasonable number of professional or civic organizations as the Superintendent feels are important to maintain and improve his professional skills, civic involvement, or to advance the mission of the Johnston County Board of Education and the Johnston County Public Schools.

E. The Superintendent shall promptly establish his primary residence in

Johnston County. The Superintendent is eligible to receive a maximum of Ten Thousand Dollars (\$10,000) in reimbursement for relocation expenses, including any early termination fees for the lease of his residence in Sampson County and the cost of temporary housing in Johnston County.

7. PROFESSIONAL GROWTH OF SUPERINTENDENT.

The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. The Superintendent should attend appropriate professional meetings at the local and state level, and out-of-state meetings with the prior approval of the Chair of the Board. The actual expenses of said attendance will be paid from the current operating funds of the Johnston County Public Schools System in an amount and manner prescribed by Board policy. The Superintendent shall file itemized expense statements with the finance officer for reimbursement of these expenses in accord with Board Policy. Requests for reimbursements of actual expenses in excess of Board approved per diem rates must be approved by the Chair of the Board.

8. OTHER EXPENSES.

A. Travel within Johnston County: The Superintendent will receive Five Hundred Dollars (\$500.00) per month in lieu of reimbursement for business travel within Johnston County.

B. Travel outside Johnston County: The Superintendent shall be reimbursed for expenses for business travel outside of Johnston County upon submission of itemized expense statements with the Finance Officer. Mileage shall be reimbursed at the same rate provided for all employees of the Johnston County Public Schools.

9. PROFESSIONAL LIABILITY.

The Board 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 individual capacity as agent and employee of the Board, provided the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of his employment; and provided further, that such liability coverage is within the authority of the Board to provide under state law. The Board shall provide indemnity from liability as set forth above for all claims made and occurrences throughout the term of this contract and any extensions thereof. In no case will individual board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

10. MEDICAL EXAMINATION AND DISABILITY.

A. MEDICAL EXAMINATION. The Superintendent hereby agrees to have an annual medical examination paid for by the Board, to the extent not covered under the Superintendent's medical insurance. Upon request of the Board, a statement from a licensed physician of the Superintendent's choice, certifying to the physical competency of the Superintendent to fulfill his duties and responsibilities, shall be filed with the Chair of the Board and treated as confidential information by the Board, and if the Board deems it necessary, the Superintendent agrees to authorize his physician to provide the Board Chair with a copy of the complete results of his medical examination which shall also be treated as confidential information. In the event of illness, the Superintendent, upon request by the Board, shall furnish additional written medical records to the Board and these shall be treated as confidential information.

B. DISABILITY. If the Superintendent is unable to perform his essential functions by reason of disability, and efforts to reasonably accommodate his disability do not enable him to perform his essential functions, and if the disability exists for a period of more than ninety (90) days beyond the period of time which the Superintendent would have been

entitled to take as sick leave or vacation leave, or both, the Board may, at its option, terminate this agreement whereupon the respective duties, rights, and obligations hereof shall terminate. The Board will cooperate fully with the Superintendent in his application for disability benefits.

11. EVALUATION.

The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board relationships. By October of each year beginning in 2021, the Board will provide the Superintendent with a written annual evaluation of his performance, unless otherwise agreed between the Superintendent and Board. A determination of whether the superintendent met goals for performance pay will be made as part of the evaluation. The evaluation of the Superintendent shall be conducted in closed session, and the evaluation and information concerning the evaluation, of whatever nature, shall be considered confidential information as provided by law, except that the superintendent's achievement of any performance pay goals shall be announced publicly. The evaluation format and procedures shall be in accordance with the evaluation instrument selected by the Board in consultation with the Superintendent, and in accordance with the Board's policies, and state and federal law and regulation. In the event the Board, after consulting with the Superintendent, deems that the evaluation instrument, format, and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated, and he shall remain eligible for the performance pay as set forth in Paragraph 5

12. CONSULTING AND OUTSIDE EMPLOYMENT.

The duties and responsibilities of the Superintendent require full-time employment and frequently require that the Superintendent attend to his duties during the evenings, weekends, and holidays. The Superintendent shall not accept any outside employment that in any manner

interferes with the performance of his duties and responsibilities as Superintendent of the Johnston County School System. The Board does recognize that certain outside employment may have a beneficial impact on the Superintendent's professional growth or may not interfere with the Superintendent's performance of his duties and responsibilities. Thus, the Board grants to the Superintendent, subject to Chair approval as to the time commitment, the opportunity to teach or serve as an adjunct professor or in some other capacity at the college or university level on a part-time basis. In addition, the Superintendent may accept private consulting and speaking engagements and may accept appointments to foundations, boards, or commissions that do not interfere with the Superintendent's performance of his duties under this agreement. The Superintendent will take annual leave while performing any private consulting during normal weekday work hours. The Superintendent shall make a written report to the Board no later than June 1 of each year listing all outside employment he has performed during the preceding year.

13. CONFLICT OF INTEREST PROHIBITED.

The Superintendent acknowledges that he has read and understands the conflict of interest statutes of the State of North Carolina and agrees to comply with these statutes and any other State laws or Board policies relating to conflicts of interest.

14. TERMINATION.

Throughout the term of this contract the Superintendent shall be subject to discharge for good and just cause, including the grounds for dismissal identified in North Carolina General Statute § 115C-274, provided, however, the Superintendent shall have the right to written charges, a fair hearing before the Board, and ten (10) days' written notice of said charges and hearing. At any said hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel and to present through witnesses any testimony relevant to the issue. A transcript of the record of the proceedings before the Board

shall be made available without charge to the Superintendent from any action taken by the Board. If the Superintendent chooses to be accompanied by legal counsel at the hearing before the Board, he will assume the cost of his legal expenses.

15. UNILATERAL TERMINATION BY THE BOARD.

The Board may unilaterally terminate this contract at its option, with ninety (90) days' written notice to the Superintendent. In the event of such termination the Board shall pay to the Superintendent, as severance pay, the aggregate salary he would have earned pursuant to Section 4A of this Agreement, for the remaining time on the contract. In the event that the Board chooses to terminate the contract by paying the amount specified herein, the right to a hearing before the Board, as specified in Paragraph 14 above, and the right to appeal the Board's action shall be considered waived by the Superintendent.

17. NOTICE OF NONRENEWAL.

By no later than the regular meeting date of the Board in April immediately preceding the expiration of this Agreement, the Board shall formally inform the Superintendent of its intentions concerning renewal of his contract as superintendent of schools for an additional term. Failure of the Board to complete its final evaluation of the Superintendent and to notify the Superintendent of its intention concerning contract renewal shall not entitle the Superintendent to any additional term of employment.

18. NOTICE OF RESIGNATION

The Superintendent will provide the Board at least 60 days advance written notice before resigning his position as superintendent.

19. AMENDMENT.

The Agreement may be amended during its term by mutual written consent of the Board and the Superintendent. Any such amendment shall be in writing, approved by official action of the Board, and accepted in writing by the Chair of the Board and the Superintendent.

20. SAVINGS CLAUSE.

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

21. LAW.

This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of North Carolina.

22. FILING.

A copy of this contract shall be filed with the Superintendent of Public Instruction in North Carolina before the Superintendent is eligible to assume office.

23. ENTIRE AGREEMENT.

The parties hereto agree that this instrument contains the entire agreement between them as of this date, and that it has not been induced by either party by any representations, promises or undertakings not expressed herein, and that there are no collateral agreements, stipulations, promises or understandings whatsoever by the respective parties in any way affecting the subject matter of this contract which are not expressly contained in this instrument.

IN TESTIMONY THEREOF, the Johnston County Board of Education has approved this Agreement and caused this instrument to be executed in its name by its Chair, and duly attested to, all by order and resolution of the Board, and Dr. Bracy has accepted this Agreement and has hereunto set his hand and seal, this the day and year first above written.

SUPERINTENDENT

**JOHNSTON COUNTY BOARD
OF EDUCATION**

_____(SEAL)
Dr. Eric Bracy

Todd Sutton, Chair

ATTEST:

Dr. Peggy Smith, Vice-Chair

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public, do hereby certify that Todd Sutton personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that Peggy Smith, is Vice-Chair of the Board and that he is Chair of the Johnson County Board of Education, the corporation described in and which executed the foregoing and annexed instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, that the name of the corporation was subscribed thereto by said Chair and that said Chair and Vice-Chair subscribed their names thereto and said common seal was affixed, all by order of the members of the Johnston County Board of Education, and said instrument is the act and deed of said corporation.

Witness my hand and official seal, this the ____ day of _____, 2020.

(Official Seal)

Notary Public

My Commission expires _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that Dr. Eric Bracy personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the ____ day of _____, 2020.

(Official Seal)

Notary Public

My Commission expires _____

Pursuant to N.C. Gen. Stat. §115C-441(a), this instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Finance Officer

Date