

STATE OF NORTH CAROLINA

ALAMANCE COUNTY

EMPLOYMENT CONTRACT FOR SUPERINTENDENT

THIS AGREEMENT, made and entered into this 2 day of May 2022, by and between the Alamance-Burlington Board of Education, hereinafter referred to as "Board," and Dr. Dain Butler, hereinafter referred to as "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 employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools.

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 Dr. Dain Butler as Superintendent of Schools for a term commencing July 1, 2022 and ending June 30, 2026.

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. LICENSE. The Superintendent shall furnish throughout the term of his employment as Superintendent evidence from the North Carolina Department of Public Instruction that he is eligible to serve as Superintendent as prescribed by the laws of this state and by the regulations of the State Board of Education.

3. DUTIES. The Superintendent agrees to discharge faithfully all lawful duties imposed upon him as Superintendent of the Alamance-Burlington School System administrative unit by the State Department of Public Instruction, the State Board of Education, the Board of Education of the Alamance-Burlington School System administrative unit, and/or applicable state and/or federal law and administrative regulations. In addition, the Superintendent agrees to implement all policies adopted by the Alamance-Burlington Board of Education and directives issued to him by the Alamance-Burlington Board of Education. The Superintendent shall take such action as the Board may direct from time to time to improve the relationship between the Superintendent and the community, the Superintendent and his staff, the Superintendent and the other employees of the Alamance-Burlington School System administrative unit, and/or the Superintendent and the Board.

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; shall make recommendations to the Board regarding the employment of all new staff members; shall direct and assign teachers and other employees of the schools under his supervision; shall have freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the Alamance-Burlington School System, provided that the Superintendent shall select all new personnel and promote or demote staff subject to the approval of the Board; shall have the authority to immediately accept resignations of personnel, for and on behalf of the Board; shall from time to time suggest regulations, rules, and procedures deemed necessary for the orderly administration of the school district, and in general perform all duties incident to the office of the Superintendent. The Board and its individual members may promptly refer criticisms, complaints, and suggestions called to its attention to the Superintendent for appropriate and prompt study, recommendation, and response and shall refrain from individual interference with the administration of school policies except through Board action. The Superintendent shall have the right to attend all Board meetings and all Board committee meetings, provided that the Board may meet in closed session without the Superintendent to discuss his performance. The Superintendent shall have the right to provide the Administration's recommendations on each item of business considered by the Board and its committees.

#### 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 by 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 Thousand Dollars (\$190,000.00) per year. The annual aggregate salary shall be inclusive of any state paid supplements for advanced degrees. The annual aggregate salary or the local salary supplement will not be decreased during the term of this contract unless the Board approves a system-wide modification in the local supplement of teachers as permitted under N.C. Gen. Stat. § 115C-325(a)(4)(ii). In such event the Superintendent's local supplement may be reduced by an equivalent percentage.

B. The Superintendent will receive any increase in his state-paid salary that is granted to school superintendents by the North Carolina General Assembly. Any increase in the Superintendent's local salary supplement shall only occur upon a majority vote of the Board.

C. The aggregate annual salary paid to 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 school administrative unit.

D. The Superintendent shall be paid any state adopted Central Office administrative financial bonuses or supplements for which he is or may become eligible that are provided by the State of North Carolina for longevity or otherwise.

E. In addition to the aggregate salary set forth in Section 4.A above, the

Superintendent may receive an additional performance bonus each fiscal year of up to Five Thousand Dollars (\$5,000.00) for that fiscal year, based on the Board's subjective evaluation of the Superintendent's performance as provided in Section 7 of this agreement and in the sole discretion of the Board. The Board shall vote on this performance bonus by November 30 of each year, beginning in 2023. Failure of the Board to vote on this performance bonus by November 30 in any year shall not entitle the Superintendent to any additional compensation.

5. VACATION AND OTHER BENEFITS.

A. The Superintendent shall receive annual leave, sick leave, health benefits, and other benefits generally applicable to other 12 month licensed administrative employees of the Board 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, except the Superintendent's annual leave shall be approved in advance by the Chairperson of the Board. 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 Board policy.

B. The Board, at the request of the Superintendent and in accordance with state law, shall pay Fifteen Thousand Dollars (\$15,000.00) annually into an annuity or retirement program chosen by the Superintendent. The first such annual payment will occur on January 15, 2023.

C. The Board shall pay the Superintendent's membership charges for membership in up to five (5) professional or civic organizations which the Superintendent feels are necessary to maintain and improve his professional skills, civic involvement, or to advance the mission of the Alamance-Burlington Board of Education.

D. The Board shall provide the Superintendent with an electronic handheld device for telephone calls and access to work e-mails. The Superintendent shall reimburse the Board for the cost of any personal telephone calls, texts, or other use of the device in excess of any monthly service limits. The Board shall provide the Superintendent with a laptop for work-related business use outside of the office. All maintenance and other monthly or recurring charges for the electronic equipment provided for work purposes pursuant to this paragraph shall be at the expense of the Board, and all such equipment shall remain the property of the Board.

E. The Superintendent shall also have the right to use a Board designated school system vehicle for job-related travel within and outside of Alamance County. The Superintendent shall be allowed to use the vehicle for travel to and from his place of residence in Alamance County. The Board shall be responsible for the cost of maintenance and repairs for the vehicle. The Board shall also pay for fuel for travel authorized by this section. The Superintendent shall be solely responsible for any personal federal, state, or local tax expenses associated with the Superintendent's use of the school system vehicle and any reimbursement for travel.

6. PROFESSIONAL MEETINGS AND CONFERENCES. The Superintendent

should attend appropriate professional meetings and conferences at the local and state level, and out-of-state meetings and conferences with the prior approval of the Chairperson of the Board. The actual expense of said attendance will be paid from the current operating funds of the Alamance-Burlington School System in an amount and manner prescribed by Board policy. The Superintendent shall file itemized expense statements with the finance officer for reimbursement of all expenses in this section in accordance with Board Policy. The Chairperson and Vice Chairperson of the Board shall both review and approve such reimbursements. The Chairperson shall notify the entire Board of any approved reimbursements within a reasonable time of approval.

7. EVALUATION. The Board shall meet with the Superintendent annually to identify the Superintendent's annual performance goals. The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board relationships. The Board shall provide the Superintendent with a written annual evaluation of his performance derived either from the North Carolina State Superintendent Evaluation process or an evaluation instrument selected by the Board in accordance with the Board's policies, state law, and federal law and regulation beginning with the 2022-2023 school year. The Board shall discuss and consider the extension of the Superintendent's contract as part of the Superintendent's evaluation beginning with the evaluation for the 2022-2023 school year. However, the Board is not required to vote on any extension of the Superintendent's contract.

8. 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.

9. MEDICAL EXAMINATION. The Superintendent hereby agrees to have an annual medical examination at the Superintendent's expense. 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 Chairperson 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 with a copy of the complete results of his medical examination. 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.

10. 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 Contract 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. EXPENSES. The Board shall reimburse the Superintendent for reasonable expenses incurred by the Superintendent on behalf of the Board in the amount and manner prescribed by Board policy. The Board recognizes that the Superintendent shall incur such expenses from time to time as the Board's representative in the pursuit of educational excellence, private funding, grants, and for other reasons. The Superintendent shall file itemized expense statements with the finance officer for reimbursement of these expenses. The Chairperson and Vice Chairperson of the Board shall both review and approve such reimbursements. The Chairperson of the Board shall notify the Board of any such approved reimbursements within a reasonable time of approval.

12. INFORMATIONAL REPORTS; OFFICIAL STATEMENTS. To the extent allowed by applicable law, administrative regulation, or policy, the Superintendent shall inform the Board regarding events within the Alamance-Burlington School System administrative unit. The Superintendent shall not make or issue any official statement on behalf of the Board without the Board's prior approval of the statement's content. The Board recognizes, however, that the Superintendent has the authority, duty, and responsibility to promptly make public statements on important issues or events in his role as Superintendent and that often these issues and events do not allow for formal Board approval of the Superintendent's statements.

13. RELOCATION AND EXPENSES. The Board shall reimburse the Superintendent for reasonable relocation expenses incurred by him in relocating his primary residence to Alamance County. The Superintendent shall obtain at least two (2) written estimates for relocation. While the Superintendent is free to use any moving company he chooses, the Board shall only reimburse the Superintendent in the amount charged or that would have been charged by the company submitting the lowest estimate not to exceed \$5000.

14. CONSULTING AND OUTSIDE EMPLOYMENT. Throughout the term of employment specified in this Contract, the Superintendent shall devote his time, skill, labor, and attention to performing the duties of Superintendent of the Alamance-Burlington School System administrative unit. 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 Alamance-Burlington School System. The Superintendent may, however, accept a limited amount of outside employment or consulting (including writing, lecturing, speaking engagements, or the opportunity to teach or serve as an adjunct professor at the college or university level on a part-time basis), provided the Board has approved the

outside employment and found that the outside employment in no manner interferes with the Superintendent's performance of his duties and responsibilities. The Superintendent will take vacation or other leave time as allowed by Board policy and State Board of Education regulations while performing any private consulting during normal weekday work hours. In addition, the Superintendent may accept appointments to foundations, boards, or commissions that do not interfere with the performance of his duties under this Agreement. 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.

15. 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 the statutes and any other State laws or Board policies relating to conflicts of interest.

16. PREEMPLOYMENT SERVICES. The Superintendent is authorized to spend up to five (5) working days consulting in Alamance-Burlington School System prior to July 1, 2022, to familiarize himself with the school system and community, the specific dates to be determined by agreement between the Superintendent and Board Chair. For any such pre-employment services, the Superintendent shall be compensated at a per diem rate in an amount equal to 1/250 of his annual aggregate salary established in Paragraph 4 of this Contract. The pre-employment services described herein are for consulting and shall not affect the commencement of the term of service as Superintendent as provided herein.

17. TERMINATION OF EMPLOYMENT. Throughout the term of this Contract the Superintendent shall be subject to discharge for good and just causes as provided by N.C. Gen. Stat. § 115C-274, provided, however, that the Board does not arbitrarily or capriciously call for his dismissal and that 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 unless the Board shall find an emergency to exist requiring a shorter time of notice, which time shall be fixed by the Board. 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. 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. A transcript of the record of the proceedings before the Board shall be made available without charge to the Superintendent if the Board elects to terminate the Superintendent. Termination of the Superintendent's employment for good and just cause pursuant to this Section shall not obligate the Board to pay any severance pay as contemplated in Section 17 herein.

18. UNILATERAL TERMINATION BY THE BOARD. The Board may, at its option, unilaterally terminate this Contract. 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 Contract for the upcoming eighteen (18) months of the Contract or the remaining time of the Contract, whichever is less. In the event that the Board offers to terminate the Contract by paying the amount specified herein, the right to a hearing before the Board, as specified in Section 17, and the right to appeal the Board's actions shall be

considered waived by the Superintendent.

19. RESIGNATION. The Superintendent shall give at least ninety (90) calendar days written notice to the Board if he intends to resign prior to the end of the term of this contract or extensions thereto.

20. APPLICABLE LAW. This Contract shall be governed by applicable law of the State of North Carolina, including but not limited to Article 18 of Chapter 115C of the General Statutes of North Carolina. The invalidity of any provision of this Contract shall not affect the validity of any other provision of this Contract. This Contract shall become effective upon execution by the parties and upon formal approval by the Board.

21. AMENDMENT. The Contract 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 Chairperson of the Board and the Superintendent.

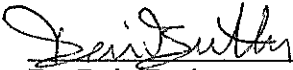
22. CAPTIONS. Captions are inserted for the purpose of convenience only and are not intended to limit or otherwise restrict the content of any section of this Contract.

23. 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.

24. 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 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 WITNESS WHEREOF, the Alamance-Burlington Board of Education has approved the employment of the Superintendent for the period and upon the conditions stated above, and the Superintendent has accepted the same. Witness the following signatures and seals:

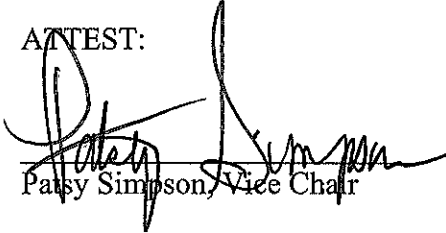
SUPERINTENDENT

  
Dr. Dain Butler

ALAMANCE-BURLINGTON BOARD OF  
EDUCATION

  
Sandy Ellington-Graves, Chair

ATTEST:

  
Patsy Simpson, Vice Chair

Pre-Audit Certificate:

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act (G.S. § 115C-441).

By: James L. Lister

Date Signed: 5-3-2022