

STATE OF NORTH CAROLINA

MOORE COUNTY

EMPLOYMENT CONTRACT FOR SUPERINTENDENT

THIS AGREEMENT, made and entered into this 26th day of May, 2022, by and between the Moore County Board of Education, hereinafter referred to as "Board," and Dr. Timothy Locklair, hereinafter referred to as "Dr. Locklair" or "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. Timothy Locklair as Superintendent of the Moore County 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. **PROFESSIONAL CREDENTIALS.** The Superintendent represents to the Board that he holds all required licensure to serve as Superintendent of the Moore County Schools. The Superintendent shall furnish all documentation required by the N.C. Department of Public

Instruction for verification of appropriate credentials for serving as Superintendent of the Moore County Schools.

3. **DUTIES.** The Superintendent agrees to discharge faithfully all lawful duties imposed upon him as Superintendent of the Moore County Schools by the State Department of Public Instruction, the State Board of Education, the Board, and/or applicable state and/or federal law and administrative regulations. In addition, the Superintendent agrees to implement all policies adopted by the Board and directives issued to him by the Board. 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 Moore County Schools, 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 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 Moore County Schools, provided that the Superintendent shall select, promote and demote all personnel, 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, individually and collectively, promptly shall 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, except a meeting called to discuss the Superintendent's evaluation or performance, and he shall have the right to provide administration recommendations on each item of business considered by the Board and its committees. This is an agreement for the performance of professional services as Superintendent by the Superintendent, who shall not be assigned to any other position or have his duties reassigned to others without his consent, unless the Superintendent is suspended with or without pay by the Board.

4. **COMPENSATION.** As compensation for his services during the course of this Agreement, the Superintendent shall receive each of the following, paid in equal monthly installments:

A. The maximum salary on the North Carolina Superintendent Salary Scale for a school district the size of Moore County Schools (Superintendent IV), including any increases over time as established by law. At the time of the execution of this Agreement, beginning July 1, 2022, this salary amount will be eleven thousand, seven hundred and fifty-two dollars (\$11,752.00) per month, which amounts to one hundred forty-one thousand, twenty-four dollars (\$141,024.00) annually for twelve months of employment.

B. Any state salary supplement to which he is entitled by law by virtue of his doctoral degree, including any increases over time as established by law. At the time of the execution of this Agreement, this amount is two hundred and fifty-three dollars (\$253.00) per month, which amounts to three thousand and thirty-six dollars (\$3,036.00) annually for twelve months of employment.

C. Any state longevity pay to which he is or may become entitled in accordance with state law or regulations, including any increases over time as established by law.

D. Any additional state superintendent pay to which the Superintendent may become entitled in accordance with state law or regulations, including any increases over time as established by law.

E. A local supplement of fifty-four thousand, six hundred forty dollars (\$54,640) per year, paid in equal monthly installments.

F. The Board reserves the right to increase the Superintendent's compensation during the term of the Contract, including during any extensions, at its discretion. At no time shall the Superintendent's salary be decreased during the term of this Contract. In addition, beginning July 1, 2023, the local supplement provided under Paragraph 4.E., above, shall increase by the same percentage as any increase in the North Carolina Superintendent Salary Scale for a school district the size of Moore County Schools (Superintendent IV), which may from time to time be authorized by the North Carolina General Assembly.

5. VACATION AND OTHER BENEFITS.

A. The Superintendent shall receive annual leave, sick leave, health insurance, 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, and local Board policy. 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 Board policy.

B. The Board, at the request of the Superintendent and in accordance with state law, shall withhold and transfer an amount of salary annually, semi-annually or monthly, said amount to be determined by the Superintendent, from the Superintendent's salary into any annuity or retirement program chosen by the Superintendent.

C. The Board shall pay the Superintendent's membership charges, not to exceed one thousand Dollars (\$1,000.00) per year per organization, for membership in up to three (3) professional and up to (2) civic organizations which the Superintendent feels are necessary to maintain and improve his professional skills, civic involvement, or to advance the mission of the Moore County Board of Education.

D. The Board recognizes that in order to fulfill the Superintendent's duties, the Superintendent will need to have use of portable technology. The Board agrees to provide the Superintendent the use of a handheld communication device with a sufficient data package to allow the Superintendent to conduct school system business, including the ability for the device to serve as a personal hotspot for the Superintendent's other school system issued technology devices. The Board also agrees to provide both a school system laptop and tablet for the Superintendent's use.

6. **EVALUATION.** The Board shall meet with the Superintendent annually by August 31 of each year to identify the Superintendent's annual performance goals. The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board relationships. By July 31 of each year beginning in 2023, the Board shall provide the Superintendent with a written annual evaluation of his performance derived from the North Carolina State Superintendent Evaluation process, tool and criteria which has been adopted by the North Carolina State Board of Education.

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 Chairperson of the Board. The actual expenses of said attendance will be paid from the current operating funds of the Moore County Schools 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 accordance with Board Policy. The Chairperson of the Board shall have authority to approve such reimbursement. Requests for reimbursements of actual expenses in excess of Board approved per diem must be adequately documented and approved by the Chairperson of the Board.

8. **TRANSPORTATION.** The Board shall provide the Superintendent a monthly travel allowance in the amount of one thousand and 00/100 Dollars (\$1,000.00) per month, paid as a supplement to his salary, for the purpose of job-related travel within the Moore County Schools boundary. This amount is not included in the salary of the Superintendent as set forth in paragraph 4, and shall not be included in any compensation due to the Superintendent following a termination of this Agreement. In addition, the Board shall reimburse the Superintendent for out-of-county travel at the same rates as provided for all District employees.

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. Nor shall the Board be required to provide for the Superintendent or pay on his behalf the costs of any legal proceedings in the event the Board and the Superintendent are adverse

parties. The Board may fulfill its obligations under this Section, in whole or in part, by the acquisition of liability coverage from a third party liability coverage provider.

10. **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. 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.

11. **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.

12. **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 of the Board shall have authority to review and approve such reimbursements. The Chairperson of the Board shall report any such approved reimbursements to the Board.

13. **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 Moore County Schools. 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.

14. **RESIDENCE.** During the term of this Contract, the Superintendent and his family shall reside within Moore County Schools boundary.

15. **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 Moore County Schools. 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 Moore County Schools. The Superintendent may, however, accept speaking engagements and may accept appointments to foundations, boards, or commissions that do not interfere with the performance of his duties under this Agreement.

16. **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. The Board acknowledges that Dr. Locklair's wife is, at the time of execution of this Contract, employed by Moore County Schools as a data manager. The parties agree that Dr. Locklair shall recuse himself from participating in any performance evaluations or personnel decisions or recommendations related to his spouse and will delegate any such rights or duties that would normally fall to a superintendent to another senior staff member, who shall be empowered to make such decisions or recommendations without Dr. Locklair's input or involvement.

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 North Carolina General Statute 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.

18. **UNILATERAL TERMINATION BY THE BOARD.** The Board may, at its option, unilaterally terminate this Contract. The Board shall pay to the Superintendent, as severance pay, the annual aggregate salary he would have earned under this Contract pursuant to

Paragraph 4 of this Contract for the upcoming twenty-four (24) 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 and the right to appeal the Board's action 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 purpose of convenience only and are not intended to limit or otherwise restrict the content of any section of this Contract.

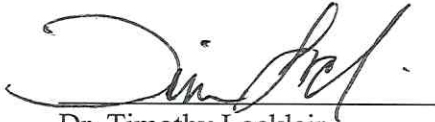
23. **FILING.** A copy of this Contract shall be filed with the Superintendent of Public Instruction in North Carolina before the Superintendent is eligible to assume office.

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 Moore County 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. Timothy Locklair

**MOORE COUNTY
BOARD OF EDUCATION**

 (SEAL)
Pamela Thompson, Chairperson

ATTEST:


Elizabeth Carter, Vice Chairperson

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, Judy D. Martin, a Notary Public, do hereby certify that Pamela Thompson appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that Elizabeth Carter is Vice-Chair of the Board and that she is Chair of the Moore County Board of Education, the corporation described in and which executed the foregoing and annexed instrument; that she 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 Moore County Board of Education, and said instrument is the act and deed of said corporation.

Witness my hand and official seal, this the 26th day of May, 2022.

(Notary Seal)




Notary Public

My Commission Expires:

9/22/2023

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, Judy D. Martin a Notary Public for said County and State, do hereby certify that Elizabeth Carter personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this 26th day of May 2022.



Judy D. Martin
Notary Public

My Commission Expires: 9-22-2023

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

M M
Finance Officer

5/26/22
Date