

**STATE OF NORTH CAROLINA**

**SUPERINTENDENT'S CONTRACT**

**COUNTY OF UNION**

**THIS AGREEMENT** is made and entered into as of July 26, 2016, by and between **THE UNION COUNTY BOARD OF EDUCATION**, (hereinafter referred to as the "Board") and **DR. ANDREW G. HOULIHAN**, (hereinafter referred to as "the Superintendent").

**WHEREAS**, the Board has determined that Dr. Andrew G. Houlihan possesses the credentials, educational prerequisites and experience to be a Superintendent of Schools in accordance with all legal requirements, and that it desires to appoint him to the position of Superintendent; and

**WHEREAS**, Dr. Andrew G. Houlihan desires to accept the Board's appointment to the position of Superintendent; and

**WHEREAS**, the Board and 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 of the Superintendent herein contained, hereby employs Dr. Andrew G. Houlihan as Superintendent of Schools effective from August 24, 2016, until June 30, 2020, under the terms and conditions set forth herein. The Board may by specific

action and with the consent of the Superintendent extend the termination date of this contract to the extent permitted by state law.

## **2. PROFESSIONAL CERTIFICATION**

**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 North Carolina State Board of Education.

**B. DUTIES.** The Superintendent shall have charge of the administration of schools under the direction of the Board. He shall be the chief executive officer of the Board; shall serve as ex officio secretary to the Board; shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the Union County Public Schools ("UCPS"); shall select all personnel subject to approval of the Board; shall have the authority to 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 well-ordering of the school district; carry out the administration and supervision of the school system, including instituting reforms and systemic changes such as curriculum and program offerings in order to effect positive changes in UCPS, consistent with Board policies; act as a liaison between the school system and the community and assume responsibility for a program of public relations and for creating and managing a wholesome and cooperative working relationship between the schools and the community; stay abreast of educational trends and developments by reading widely, visiting other districts, and participating in appropriate professional development and professional organizations; establish and implement a process for keeping the Board up-to-date on

developments, initiatives and education issues in the school system and at the state and national levels; comply with all lawful requests, instructions or policies made or adopted by the Board; and in general perform all duties incident to the office of Superintendent and such other duties as may be prescribed by law or by the Board from time to time. The Superintendent or his designee shall attend all Board meetings (except those portions thereof devoted exclusively to discussions about the Superintendent's contract, evaluation, and performance) and all Board committee meetings, serve as ex-officio member of all School Board committees, and provide administrative recommendations personally or by a designee from the Superintendent's staff on each item of business considered by each of these groups. The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation and shall refrain from interference with the administration of school policies except through Board action. The Superintendent may not be reassigned to another position without the mutual agreement of the Superintendent and the Board.

### **3. COMPENSATION**

The "aggregate annual salary" paid to the Superintendent from state and local funds shall be TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 (\$225,000.00) per year for the term of this Agreement. The aggregate annual salary shall include all sources of state and local funds available to and applicable to pay the Superintendent including state longevity and educational supplements for advanced degrees. The Board shall use local revenues to account for the balance of the aggregate annual salary after all applicable state revenues have been utilized and/or appropriated.

The Board may increase the Superintendent's annual aggregate salary by mutual consent or at any time by action of the Board. In the event of any future dollar increase by the State in the top

of the salary range for a Superintendent of UCPS, the Superintendent's annual aggregate salary will be automatically increased by said dollar amount. In addition, the Superintendent will be entitled to any local salary supplement approved by the Board which is applicable to all employees of the UCPS. The aggregate annual salary paid to the Superintendent from state and local funds, less such amounts that are required to be withheld by state, federal, and local laws, rules, and regulations, 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. The Superintendent's total aggregate annual salary may not be reduced without the mutual agreement of the Superintendent and the Board.

#### **4. VACATION AND OTHER BENEFITS**

**A.** The Superintendent shall receive annual vacation 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 Agreement shall be made in accordance with Board policy and State Board of Education regulations.

**B.** The Superintendent shall be eligible to receive at least the same life and health insurance coverage options, terminal pay and other personal benefits afforded to other employees of the school administrative unit as provided by law.

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

tax-deferred annuity or tax-deferred retirement plan chosen by the Superintendent that is tax-qualified under Sections 401(k), 403(b) and/or 457(b) of the Federal Internal Revenue Code.

D. The Board shall pay the Superintendent's membership charges for the American Association of School Administrators, the North Carolina Association of School Administrators, the local Chamber of Commerce and up to one (1) other civic organization serving Union County. The payment of additional professional memberships may be approved by the Board in advance with such approval not being unreasonably withheld.

E. UCPS will provide the Superintendent with such facilities, equipment, supplies and clerical assistance as appropriate to the Superintendent's position and necessary for the adequate performance of his duties. UCPS will provide the Superintendent, at UCPS's expense, with appropriate technology that will assist the Superintendent in the performance of his job duties and responsibilities. Such technology includes, but is not limited to, a laptop computer, cellular telephone and/or other electronic appliances. Such devices may be used for reasonable personal use, in compliance with all applicable UCPS policies for computer use and electronic communications, and shall remain the property of UCPS.

F. The Board recognizes that the Superintendent does and will commit to the services of the Union County Public Schools many hours of additional time, above and beyond those necessary for the completion of his duties, including time spent locally and outside of the Union County Public Schools representing the Board, often at night and on weekends. As additional compensation for these extra work hours, the Board shall permit the Superintendent to take time off from his normal work schedule up to and including one hundred sixty (160) hours per fiscal year, locally paid, with no reduction in salary or benefits. Each eight (8) hours of such time off shall constitute one (1) full locally paid workday. Any such hours which are not used during

the fiscal year in which they are applicable may not be paid-out, accumulated or carried over to the following fiscal year, nor shall they be carried forward or paid-out at the time of the Superintendent's separation from employment.

**G.** The Superintendent shall obtain three (3) bids for moving and relocation expenses from a regional or nationally-recognized moving company. The UCPS shall reimburse the Superintendent the amount of the lowest bid for said expenses. Said relocation bids and reimbursable expenses may not include charges for packing and un-packing personal property. Said reimbursement is subject to approval by the Board Chair and Vice Chair. Approval shall not be unreasonably withheld.

**H.** In addition, the Board will reimburse the cost of two (2) trips to and from UCPS by the Superintendent after the date he is elected by the Board with one such trip to include reimbursement for the travel costs and expenses of his family. Travel costs and expenses shall include air travel, rental cars, meals and lodging. Such costs and expenses will be itemized and presented to the Board Chair for approval, which approval will not be unreasonably withheld.

**I.** In addition, the Board will make a one-time payment of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) to the Superintendent on his first day of employment (or reasonably soon thereafter) to cover any and all miscellaneous moving costs and expenses, temporary housing and other relocation costs and expenses not provided for in this Contract. Such costs and expenses will be itemized and presented to the Board Chair for approval, which approval will not be unreasonably withheld.

**J.** Except as provided herein, the Board will not be responsible for any additional costs or expenses associated with the Superintendent's transition to, and temporary housing in, North Carolina.

## **5. 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 may attend appropriate professional meetings at the local, state, and national levels, with his attendance at out-of-state meetings being subject to prior approval by the Chair of the Board, which shall not

unreasonably be withheld. The expenses of said attendance will be paid from the current operating funds of the Union County Public Schools. The Superintendent shall be entitled to receive prepayment for expenses at the established *per diem* rates of the Union County Board of Education for all travel. If the Superintendent's expenses exceed the Board approved *per diem* rates, the Superintendent shall file itemized requests for reimbursement of actual expenses in excess of Board approved *per diem* with the Chair of the Board for approval, which shall not unreasonably be withheld, or, in the Chair's absence, the Vice-Chair. Approved reimbursements shall then be submitted to the Finance Officer for payment. Other expenses for such items as lodging, registration and transportation may be prepaid directly to a billing agency.

**6. EXPENSES.**

The Board shall reimburse the Superintendent for reasonable expenses incurred by the Superintendent on behalf of the Board. 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 financing, grants, and for other reasons. The Superintendent shall file itemized expense statements with the Chairman of the Board for approval of reimbursement of these expenses, which shall not unreasonably be withheld. Approved reimbursements shall then be submitted to the Finance Officer for payment. In the absence of the Chairman, the actions, authority and responsibilities of the Chairman set forth in this paragraph may be carried out by the Vice-Chairman.

**7. TRANSPORTATION.**

The Superintendent shall provide for, and shall be responsible for the costs of, all in-county travel necessary to perform the duties of Superintendent. The Board shall reimburse the Superintendent for travel outside of Union County in his personal vehicle at the same rates as

provided other employees of UCPS. Reimbursement for public transportation outside Union County shall be in accordance with Paragraphs Five and Six, above.

**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 official 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 and federal 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. The Board shall not, however, be required to provide for or pay the costs of any legal proceedings in the event the Board and the Superintendent are adverse parties. This Paragraph Eight (8) shall survive termination of the contract as permitted by applicable law.

**9. MEDICAL EXAMINATION AND DISABILITY.**

**A. MEDICAL EXAMINATION.** The Superintendent hereby agrees to have a comprehensive medical examination once each year at the Board's expense, not to exceed Two Hundred Dollars (\$200.00). A statement from a licensed physician certifying to the physical competency of the Superintendent to fulfill his duties and responsibilities shall be filed annually with the Chairman of the Board and treated as confidential information by the Board. 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.** Should the Superintendent be disabled such that he is unable to safely and effectively perform any or all of his essential functions or duties, with or without reasonable accommodation, due to illness, accident or other cause beyond his control, and should said disability exist for a period of more than ninety (90) days beyond that period of time which the Superintendent would have been entitled to take as sick leave or annual leave or both, the Board may terminate this Contract at its option, whereupon the respective duties, rights, and obligations hereof shall terminate; provided, however, if said disability is permanent, irreparable, or of such nature that, as determined by the Board, will make the performance of his duties impossible, the Board may terminate this Contract ninety (90) days after making such determination, and the Board may immediately upon making such determination reassign the Superintendent's duties and responsibilities to an interim or acting Superintendent. The Superintendent agrees to submit such medical evidence to the Board regarding such disability as is reasonably requested by the Board Chair, to be treated as confidential as required by law. Notwithstanding the termination of this contract, nothing herein shall affect or preclude the Superintendent's access to or qualification for state disability benefits to which he may be entitled, and the Board will cooperate fully with the Superintendent in his application for such benefits. The termination rights granted to the Board pursuant to this Paragraph 9 (nine) are independent, and in addition to, any other such rights or restrictions contained herein.

#### **10. GOALS AND OBJECTIVES.**

During the term of the Contract, the Board and Superintendent shall meet each year to establish and review goals and objectives for the school system that are reasonable, attainable and

challenging, and performance criteria for the Superintendent as required by the State. Said goals and objectives shall be among the criteria by which the Superintendent is evaluated.

**11. EVALUATION.**

During the term of his employment, the Board shall provide the Superintendent with an annual evaluation of the performance of his duties by a method and pursuant to a schedule to be determined by the Board after consultation with the Superintendent, and in accordance with any State requirements. A confidential, written record of each evaluation shall be maintained in the files of the Board.

**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 outside regular business hours, including evenings, weekend 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 Union County Public Schools. Such employment includes, but is not limited to, the formation of corporations, joint-ventures, partnerships and sole proprietorships in which the Superintendent is a partner, member, owner and/or employee. 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.

Accordingly, the Superintendent may accept a limited amount of consulting work, speaking engagements, writing, lecturing, or other professional activities or outside employment on weeknights, weekends, holidays and leave time, provided that the Board has approved the outside employment in advance and found that the outside employment in no manner interferes with the

Superintendent's performance of his duties and responsibilities or creates a legal conflict of interest. The Superintendent hereby acknowledges and agrees that all intellectual property, including all works-for-hire eligible for legal copyright, trademark or patent protection, created by the Superintendent in the course and scope of his employment with the Board shall be, and remain, the sole legal property of the Board. Upon request of the Superintendent, the Board will consider giving permission to the Superintendent to use intellectual property developed on the job for his personal benefit on a case by case basis.

The Superintendent may teach or serve as an adjunct professor or in some other capacity at the college or university level on a part-time basis, and may accept appointments to foundations, boards or commissions, subject to prior approval of the Board as to the time commitment. As part of the annual evaluation meeting, the Superintendent shall make a written report to the Board each year listing all outside employment he has performed during the fiscal year.

**13. CONFLICT OF INTEREST PROHIBITED.**

The Superintendent acknowledges that he has read and understands the conflict of interest statute of the State of North Carolina (N.C. Gen. Stat. § 14-234) and agrees to comply with the said statute and any other laws, regulations or Board policies relating to conflicts of interest.

**14. DISCHARGE FOR CAUSE.**

The Board or State Board of Education may discharge the Superintendent for cause during the term of this Contract, as provided in N.C. Gen. Stat. § 115C-274 (including any subsequently enacted amendments thereto). If a member of the Board has cause to believe that grounds exist for the Superintendent's discharge, said member may present to the Board a statement setting forth such grounds. Upon receipt of a report from the State Board of Education (as provided in N.C. Gen. Stat. § 115C-274) or a statement from a member of the Board (as provided above), the Board

may, at its option, appoint legal counsel to investigate the alleged grounds for dismissal and make a recommendation to the Board as to whether there is evidence sufficient to initiate dismissal proceedings.

Prior to any decision by the Board to discharge the Superintendent for cause, the Superintendent shall have the right to a written statement of the alleged grounds for discharge and at least ten (10) days' written notice of the date, time and place of a hearing before the Board. The Superintendent shall have the right to be present at the hearing and to be heard, to be represented by counsel; to present testimonial and documentary evidence in his behalf, and to cross-examine adverse witnesses. It shall not be grounds for objection by the Superintendent that a Board Member should be recused from the hearing solely because he presented or participated in presenting to the Board a statement setting forth alleged grounds for discharge. The hearing shall be conducted in closed session in accordance with procedures adopted by the Board to assure due process. If the Board determines by a preponderance of the evidence that grounds for discharge exist and are substantiated by the evidence presented, the Board may by written resolution order such discharge and declare the office of Superintendent vacant. In the event that the Superintendent's certificate is revoked or he is dismissed by final action of the State Board of Education (i.e. after the conclusion of any and all hearings before, and appeals to, the State Board of Education by the Superintendent) pursuant to applicable law, the Superintendent hereby acknowledges and agrees that his employment with the Board pursuant to this contract shall automatically and immediately terminate without further due process owing to the Superintendent by the Board regarding the merits of the action taken by the State Board of Education.

If the Superintendent elects to be represented or accompanied by legal counsel at any hearing before the Board, he shall assume the cost of his legal expenses. In the event the

Superintendent undertakes an appeal from any Board action, a transcript of the record of the proceedings before the Board shall be made available without a charge to the Superintendent.

Discharge for cause pursuant to this provision shall terminate this contract.

**15. SUSPENSION.**

At the time the Board receives a report from the State Board of Education or a statement from a member of the Board pursuant to N.C. Gen. Stat. § 115C-274 and/or Paragraph 14 above, the Board may, in its discretion, determine that immediate suspension of the Superintendent is necessary, and the Board may suspend the Superintendent with or without pay for a reasonable time, not to exceed ninety (90) days. Before suspending the Superintendent, the Board shall give the Superintendent written notice of the reason(s) for the suspension, and shall afford the Superintendent an opportunity to respond. If the suspension is to be without pay, the Board shall schedule a hearing before the Board, as provided in Paragraph 14 above, within fifteen (15) days of commencement of the suspension. If it is finally determined that no grounds for discharge exist, the Superintendent shall be reinstated immediately and, if the suspension was without pay, he will be paid for the period of the suspension.

During the period of suspension, the Board may, pursuant to N.C. Gen. Stat. § 115C-275, appoint another person to serve as acting or interim Superintendent, with all the powers and duties prescribed for a Superintendent by N.C. Gen. Stat. § 115C-276.

**16. UNILATERAL TERMINATION BY THE BOARD.**

The Board may, at its option, unilaterally terminate this Contract without cause. In the event of such termination, the Board shall pay the Superintendent, as severance, an amount equal to one year of the Superintendent's "aggregate annual salary" as set forth in Paragraph 3, above. The severance payment may be paid in a lump sum or in six equal monthly installments. This section is

subject to N.C.G.S. § 115C-271 (d). In the event the Board decides to terminate this Contract pursuant to this provision, the Superintendent hereby acknowledges and agrees that the right to a hearing before the Board, as specified above, and the right to appeal the Board's action pursuant to N.C.G.S. § 115C-274 shall be considered waived by the Superintendent.

**17. TERMINATION BY AGREEMENT.**

At any time during the term of this Contract, the Parties may agree in writing to terminate this Contract. The parties may agree that upon such termination, the parties shall have no further obligations to each other under this Contract.

**18. RESIGNATION.**

The Superintendent is required to give the Board at least ninety (90) days' advance written notice of his resignation for retirement or any other reason, and the Board is entitled upon receiving such notice, in its discretion, to accept such resignation as effective on the resignation date proposed by the Superintendent or such other earlier date agreed upon by the parties or designated by the Board. The Board will be required to pay the Superintendent his salary and other applicable, accrued compensation and benefits set forth herein only through the Superintendent's final resignation date or any earlier date agreed upon by the parties, regardless of whether the Superintendent is actually required or permitted to perform any services for the Board during that period.

**19. RESIDENCE.**

Following any initial period of transition to Union County, North Carolina, the Superintendent shall maintain a permanent residence within the geographic boundaries of the UCPS Administrative Unit during the term of this Agreement.

**20. NOTICE OF NONRENEWAL.**

By no later than the March 1 immediately preceding the expiration of this Agreement, the Board shall use its best efforts to complete its final evaluation of the Superintendent's performance and 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, nor any additional compensation.

**21. REPRESENTATIONS AND WARRANTIES.**

The Superintendent reaffirms, represents, and warrants that he has never been discharged from any prior employment for cause, resigned from employment to circumvent termination, been convicted of a criminal offense (other than a minor traffic violation); declared bankruptcy or otherwise become unable to pay his just debts; had a civil judgment rendered against him; or committed any offense for which he was liable for discharge for cause, as that term is defined pursuant to N.C. Gen. Stat. § 115C-274 and § 115C-325(e)(1). Breach of this representation and warranty shall constitute grounds for discharge for cause pursuant to Paragraph 14 above.

**22. MISCELLANEOUS.**

A. This Contract has been executed in four (4) originals, one (1) of which has been retained by the Board, one (1) of which has been retained by the Superintendent, and two (2) of which have been retained by the School Board Attorney. The School Board Attorney will send one (1) original to the State Board of Education, care of the State Superintendent.

B. All headings herein are inserted for convenience only and neither limit or change the Article so identified.

C. Any exception or modification to the Contract shall be only by written consent of the parties.

D. This Contract shall be governed and interpreted by the law and states of North Carolina.

E. This Contract is subject to any amendment, repeal, or enactment of applicable provisions in the North Carolina General Statutes.

F. If, during the term of the Contract, it is found that a specific clause herein is illegal or unenforceable under federal or North Carolina law, the remainder of the Contract shall not be deemed affected thereby and shall remain in force.

G. This Contract contains the entire agreement and understanding of the parties regarding the employment of the Superintendent by the Board and his appointment to fill the office of Superintendent for the Union County Board of Education.

**23. AMENDMENT.**

This Agreement may be amended during its terms 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 executed in writing on behalf of the Board by its Chair and executed by the Superintendent.

**[Remainder of this page intentionally left blank]**



**IN TESTIMONY WHEREOF**, the Union County Board of Education has approved this Agreement and caused this instrument to be executed in its name by its Chairman, and duly attested to, all by order and resolution of the Board, and Dr. Andrew G. Houlihan has accepted this Agreement and has hereunto set his hand and seal, this the day and year first above written.


SUPERINTENDENT

  
\_\_\_\_\_  
Dr. Andrew G. Houlihan (SEAL)

UNION COUNTY BOARD OF EDUCATION

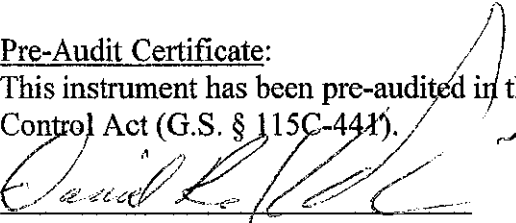
  
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Leslie Boyd, Board Chair (SEAL)

ATTEST:

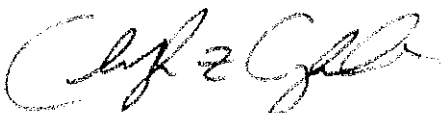
  
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Mike Guzman, Vice-Chair

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).

  
\_\_\_\_\_  
Finance Officer

Approved as to form:

  
By: \_\_\_\_\_  
Board Attorney