

THE UNION COUNTY PUBLIC SCHOOLS
AND
CHARLES FOUST
CHIEF SCHOOL PERFORMANCE OFFICER

July 1, 2017

**UNION COUNTY BOARD OF EDUCATION
CONTRACT FOR
CHIEF SCHOOL PERFORMANCE OFFICER**

THIS CHIEF SCHOOL PERFORMANCE OFFICER'S CONTRACT (the "Contract"), dated effective as of July 1, 2017, by and between the UNION COUNTY BOARD OF EDUCATION (the "Board") and CHARLES FOUST ("Foust").

WITNESSETH:

WHEREAS, the Board has heretofore determined that Foust possesses and continues to possess the credentials, educational prerequisites, and experience requirements as provided for an Assistant Superintendent pursuant to Chapter 115C of the North Carolina General Statutes and as the State Board of Education has prescribed and that it desires to appoint Foust to the position of CHIEF SCHOOL PERFORMANCE OFFICER; and

WHEREAS, Foust desires to accept the Board's appointment to the position of CHIEF SCHOOL PERFORMANCE OFFICER, the parties hereto agree as follows:

1. **TERM OF APPOINTMENT:** The Board hereby appoints, and Foust accepts the appointment to fulfill the duties and responsibilities of CHIEF SCHOOL PERFORMANCE OFFICER of the Union County Public Schools Administrative Unit (the "System") for a term commencing July 1, 2017 and continuing to June 30, 2020. Extension or renewal of the Contract hereafter shall be undertaken only by resolution of the Board and pursuant to N.C.G.S. §115C-278.

2. **DUTIES AND RESPONSIBILITIES:**

a. Foust, during the term of his appointment as CHIEF SCHOOL PERFORMANCE OFFICER set forth in Paragraph 1 above, shall perform all those duties prescribed by the Superintendent with the approval of the Board. Foust will furnish to the Superintendent evidence that he possesses and maintains the minimum credentials, education, and experience requirements as prescribed by the State Board of Education and the Board.

b. The Board expects and Foust agrees he will participate actively in continuing professional skills "honing" to the end that his skills will meet the needs and expectations of the Board. The CHIEF SCHOOL PERFORMANCE OFFICER should attend appropriate professional meetings at the local and state level, and out-of-state meetings with the prior approval of the Superintendent. The CHIEF SCHOOL PERFORMANCE OFFICER should continue training in Performance Excellence for Schools with the North Carolina Partnership for Excellence or other comparable training programs. The expenses of said attendance will be paid from the current operating funds of the Union County Public Schools System. The CHIEF SCHOOL PERFORMANCE OFFICER shall file itemized expense statements with the finance officer of the Board for reimbursement of these expenses in accord with Board policy.

c. Requests for reimbursements of actual expenses in excess of Board approved per diem must be approved by the Superintendent.

3. **COMPENSATION: Salary:** For the 2017-2018 fiscal year, Foust' local and state compensation shall be \$145,500.00. The state portion shall be determined by the 2017 – 2018 state salary schedule for Assistant Superintendents and the balance will come from local funds. During the remainder of the contract term, the Superintendent is to make a salary recommendation to the Board each year for their consideration.

4. **OTHER BENEFITS:** Foust shall receive annual leave and sick leave according to state schedules and state policy, as well as the following:

a. *Health Insurance:* Foust will be eligible for and included in the system's group insurance plan for health/hospitalization coverage on the same basis as other employees. That is, the Board will pay for Foust' participation in the plan, but eligible members of Foust' family included in the plan shall be at Foust' expense.

b. *Professional Associations:* The CHIEF SCHOOL PERFORMANCE OFFICER should be a member of appropriate professional organizations, including, but not limited to: The National and North Carolina School Board's Association; the American Association of School Administrators; the North Carolina Association of School Administrators; and others, as may be approved by the Superintendent. The CHIEF SCHOOL PERFORMANCE OFFICER's membership dues for professional organizations and the reasonable and necessary expenses for attendance at professional meetings shall be reimbursed to him by the Board. The CHIEF SCHOOL PERFORMANCE OFFICER is expected to attend appropriate professional meetings and courses at the local, state, and national level. The expenses of said attendance will be paid from the current operating funds of the Board. The CHIEF SCHOOL PERFORMANCE OFFICER shall file itemized expense statements with the Finance Officer of the Board to obtain reimbursement of these expenses in accord with Board policy. Requests for reimbursement of actual expenses in excess of Board approved per diem must be approved by the Superintendent.

c. *General Expenses:* The Board shall reimburse the CHIEF SCHOOL PERFORMANCE OFFICER for reasonable and necessary expenses he incurs on behalf of the Board. Such expenses will be paid from the current operating funds of the Board. The CHIEF SCHOOL PERFORMANCE OFFICER shall file itemized expense statements with the Finance Officer of the Board to obtain reimbursement of these expenses in accord with Board policy. Requests for reimbursements of actual expenses in excess of Board approved per diem must be approved by the Superintendent.

d. *Transportation Expenses:* The CHIEF SCHOOL PERFORMANCE OFFICER may use his own personal automobile and/or public transportation (i.e. airplane, train) for travel outside Union County to fulfill his duties to the Board. The CHIEF SCHOOL PERFORMANCE OFFICER shall file itemized expense statements with Finance Officer of the Board to obtain reimbursement of public transportation expenses in accordance with Board policy. The CHIEF SCHOOL PERFORMANCE OFFICER will receive a reimbursement in the amount of \$4,500.00 annually for travel within Union County.

5. **PROFESSIONAL LIABILITY:** The Board agrees that it shall defend and indemnify the CHIEF SCHOOL PERFORMANCE OFFICER from any and all demands, claims, suits, actions, and legal proceedings brought against the CHIEF SCHOOL PERFORMANCE OFFICER in his individual or official capacity, provided the incident giving rise to any such demand, claim, suit, action, or legal proceeding (a) is not criminal in nature and arose while CHIEF SCHOOL PERFORMANCE OFFICER was acting within the scope and course of his employment and (b) provision of such liability coverage is within the authority of the Board under North Carolina law. In no event will individual Board members be considered personally

liable for indemnifying the CHIEF SCHOOL PERFORMANCE OFFICER against such demands, claims, suits, actions, or legal proceedings.

6. **HEALTH CERTIFICATE:** Foust shall have an annual medical examination at the Board's expense (not to exceed \$200.00) and shall submit the appropriate certification pursuant to N.C. General Statute §115C-323 as to the results of that examination to the Board. Said certification and all related medical reports shall be treated as confidential medical records and shall be returned to Foust at the termination of the Contract.

7. **CONSULTING AND OUTSIDE EMPLOYMENT:** The duties and responsibilities of the CHIEF SCHOOL PERFORMANCE OFFICER require full-time employment and frequently require the CHIEF SCHOOL PERFORMANCE OFFICER to attend to his duties outside regular business hours. Accordingly, the CHIEF SCHOOL PERFORMANCE OFFICER shall not accept any outside employment to be performed during the term of the Contract without obtaining prior Board approval. As used herein "outside employment" shall be understood to include, but is not limited to, service on boards or committees and all writings, consultative work, teaching, and speaking engagements undertaken in conjunction with membership in professional organizations. Foust agrees to comply with the laws and statutes of North Carolina and with Board policy regarding the conflicts of interest. In no event will the Board be required to reimburse any expenses incurred by the CHIEF SCHOOL PERFORMANCE OFFICER in the performance of outside employment.

8. **DISABILITY:** Should the CHIEF SCHOOL PERFORMANCE OFFICER be unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control and should said disability exist for a period of more than sixty (60) days beyond the period of time which the CHIEF SCHOOL PERFORMANCE OFFICER would have been entitled to take sick leave or vacation leave, or both, or 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, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate. The State disability insurance benefits provided the CHIEF SCHOOL PERFORMANCE OFFICER shall be the limits of liability of the board to the CHIEF SCHOOL PERFORMANCE OFFICER in the event of the CHIEF SCHOOL PERFORMANCE OFFICER's disability. The Board will cooperate fully with the CHIEF SCHOOL PERFORMANCE OFFICER in his application for disability benefits.

9. **DISCHARGE FOR CAUSE:** The Board may discharge the CHIEF SCHOOL PERFORMANCE OFFICER for cause during the term of the Contract. Causes for removal shall include but not be limited to those enumerated in N.C. General Statute §115C-274 (including any subsequently enacted amendments thereto) and any of the grounds for the dismissal or demotion of a career teacher enumerated in N.C. General Statutes §115C-325(e)(1). If a member of the Board has cause to believe that grounds exist for discharge, said member may present to the Board a statement setting forth such grounds. Upon receipt of a report of the Superintendent of Public Instruction (as provided for in N.C. General Statute §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 a hearing should be held to determine if grounds for discharge exist.

Prior to any decision by the Board to discharge the CHIEF SCHOOL PERFORMANCE OFFICER for cause, the CHIEF SCHOOL PERFORMANCE OFFICER shall have the right to a

written statement of the alleged grounds for discharge and ten (10) days written notice of the time and place of a hearing before the Board. The CHIEF SCHOOL PERFORMANCE OFFICER shall have the right to be present at the hearing, to be represented by counsel; to present evidence in his own behalf; and to cross-examine adverse witnesses. It shall not be grounds for objection by the CHIEF SCHOOL PERFORMANCE OFFICER that a Board member should be recused from the hearing 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 and in accordance with N.C. General Statute §115C-325(1), as applicable. If the Board determines by a preponderance of the evidence that grounds for discharge exist and are substantiated, the Board may by written resolution order such discharge; and declare the office vacant.

If the CHIEF SCHOOL PERFORMANCE OFFICER 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 CHIEF SCHOOL PERFORMANCE OFFICER 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 CHIEF SCHOOL PERFORMANCE OFFICER. Discharge for cause pursuant to this provision shall terminate all rights and responsibilities as CHIEF SCHOOL PERFORMANCE OFFICER, and of the Board to the CHIEF SCHOOL PERFORMANCE OFFICER, except as may be required by law.

10. SUSPENSION: At the time the Board receives a report from the Superintendent of Public Instruction or a statement from a member of the Board pursuant to N.C. General Statute §115C-274 and/or paragraph 10 above, the Board may, in its discretion, determine that immediate suspension of the CHIEF SCHOOL PERFORMANCE OFFICER is necessary, and the Board may suspend the CHIEF SCHOOL PERFORMANCE OFFICER with or without pay for a reasonable amount of time, not to exceed ninety (90) days. Before suspending the CHIEF SCHOOL PERFORMANCE OFFICER, the Board shall give the CHIEF SCHOOL PERFORMANCE OFFICER written notice of suspension, said notice to include an explanation of the basis for the Board's decision to institute this suspension. If the suspension is to be without pay, the Board shall schedule a hearing before the Board, as provided in Paragraph 10 herein, within fifteen (15) days of commencement of the suspension. If it is finally determined that no grounds for discharge exists, Foust shall be reinstated immediately and, if the suspension was without pay, Foust shall be paid for the period of the suspension.

11. UNILATERAL TERMINATION BY THE BOARD: The Board may, at its option and with ninety (90) days' written notice to the CHIEF SCHOOL PERFORMANCE OFFICER, unilaterally terminate the Contract. In the event of such termination, the Board shall pay the CHIEF SCHOOL PERFORMANCE OFFICER, as severance pay, the aggregate annual salary payable pursuant to Paragraph 3 herein for the period beginning with the effective date of the termination and continuing to the termination date set forth in the Contract. The Board shall pay said severance pay in equal monthly payments. In the event the CHIEF SCHOOL PERFORMANCE OFFICER obtains other employment prior to the termination date of the Contract, said severance pay shall be reduced in the amount of the salary or other monetary compensation or benefits received by the CHIEF SCHOOL PERFORMANCE OFFICER from his subsequent employer. In the event the Board decides to terminate the Contract pursuant to the provision, the right to a hearing before the Board, as specified in Paragraph 10 herein, and the right to appeal the Board's action pursuant to N.C. General Statute §115C-274 shall be considered waived by the CHIEF SCHOOL PERFORMANCE OFFICER.

12. **REPRESENTATIONS AND WARRANTIES:** Foust reaffirms, represents, and warrants that he has never been discharged from any prior employment for cause; 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. General Statute §115C-274 and §115C-325(e)(1). Breach of this representation and warranty shall constitute grounds for discharge for cause pursuant to Paragraph 10 above.

13. **MISCELLANEOUS:**

a. The Contract may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.

b. All headings herein are inserted for convenience only and neither limit nor 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 laws and statutes 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 this Contract, it is found that a specific clause therein 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 understating of the parties regarding the employment by Foust by the Board and his appointment to fill the office of CHIEF SCHOOL PERFORMANCE OFFICER for Instructional Programs for the Union County Board of Education.

IN WITNESS WHEREOF, THE Board has caused the Contract to be executed on its behalf by its Chairman, pursuant to resolution of the Board, and Foust has approved the Contract by affixing his signature, as of the date first above written.



Charles Foust

UNION COUNTY BOARD OF EDUCATION

By: 
Melissa Merrell, Chairperson

UNION COUNTY BOARD OF EDUCATION
AMENDMENT TO THE EMPLOYMENT CONTRACT OF
CHARLES FOUST

The Employment Contract ("Contract") dated and effective July 1, 2017, by and between the Union County Board of Education ("UCBE") and Charles Foust ("Dr. Foust") is hereby amended effective September 7, 2017.

1. Dr. Foust may be employed as an adjunct professor at an Institute of Higher Education in an educational leadership program.

The terms of the foregoing amendment to the Contract was approved by UCBE on September 7, 2017, and except for the above referenced amendment, to Dr. Foust's Contract, all other terms remain the same in full force and effect.

IN WITNESS WHEREOF, UCBE has caused this amendment to the Contract to be executed on its behalf by its Chairperson, Melissa Merrell, pursuant to the resolution of UCBE, and Dr. Foust has accepted and approved the amendment by affixing his signature.

This the 3rd day of ~~September~~^{October}, 2017



Charles Foust

THE UNION COUNTY BOARD OF EDUCATION

By: 

Melissa Merrell, Chairperson UCBE

ATTEST: 