

NORTH CAROLINA

EMPLOYMENT CONTRACT

WAKE COUNTY

THIS AGREEMENT, made and entered the 23rd day of May, 2018, by and between the Wake County Board of Education, hereinafter referred to as "Board," and Cathy Quiroz Moore, 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 Cathy Quiroz Moore as Superintendent of Schools for a term beginning May 23, 2018 and ending June 30, 2021. Beginning in 2019, and each year thereafter, at the time of the completion of the Superintendent's annual summative evaluation, the Board will consider whether by specific action and with the consent of the Superintendent to extend the termination date of the existing contract to the extent permitted by state law.

2. PROFESSIONAL CREDENTIALS AND RESPONSIBILITIES OF SUPERINTENDENT

A. CREDENTIALS. The Superintendent shall furnish all documentation required by the N.C. Department of Public Instruction for verification of appropriate credentials for serving as superintendent.

B. DUTIES. The Superintendent shall have charge of the administration of the schools under the direction of the Board. She shall be the chief executive officer of the Board; shall serve as secretary to the Board; and be entitled to attend all Board and Board committee meetings (unless the Board has entered closed session to discuss her own performance); shall direct and assign teachers and other employees of the schools under her supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the Wake County Public School System, with the understanding that the Superintendent shall confer with the Board prior to any reorganization of the Central Office administrative staff and shall obtain Board approval for any increase in expenditure related to such reorganization; shall select 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 well ordering of the school district; and in general shall perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by law or by the Board from time to time, including but not limited to any duties identified by the Board in establishing the Superintendent's annual performance criteria, which will be developed in consultation with the Superintendent. 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 individual interference with the administration of school policies except through Board action.

This is an agreement for the performance of professional services as superintendent by the Superintendent, who shall not be assigned to any other position during the term of this contract.

3. COMPENSATION

A. ANNUAL AGGREGATE SALARY. The Superintendent shall be paid an annual aggregate salary in the amount of Two Hundred Seventy Four Thousand Dollars (\$274,000.00). The annual aggregate salary paid the Superintendent from state and local funds shall be paid in equal monthly installments in accordance with the rules of the Board governing payment of other professional employees of the school administrative unit. At no time shall the annual aggregate salary of the Superintendent be decreased during the term of this contract.

During the period of this agreement, the Superintendent's salary shall be reviewed on an annual basis by the Board. The Board may increase the Superintendent's salary and/or extend the Superintendent's contract, based on the Board's assessment of the Superintendent's performance and other relevant factors as determined by the Board. In addition, the annual aggregate salary will increase by the amount of any increase in the State provided salary range for superintendents applicable to school systems the size of Wake County and by the amount specified in the annual, final operating budget, as approved by the Board to the extent the budget includes a local salary increase expressly applicable to SLT members.

B. LONGEVITY. In addition to her annual aggregate salary, the Superintendent shall receive longevity pay based on the state schedule and local Board policy.

C. ADVANCED DEGREES. The Superintendent shall receive payment for advanced degrees to the extent that the State appropriates additional funding to the school system expressly for payment of said degrees.

4. VACATION AND OTHER BENEFITS

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

B. The Superintendent shall receive the same terminal pay and other personal benefits, including the use of any "cafeteria benefits plan" approved by the Board, as provided to other professional employees of the school administrative unit as permitted by law.

C. The Board will reimburse on an annual basis the Superintendent for the purchase of term life insurance coverage during the term of employment at two times the amount of her annual base salary. The Superintendent shall submit appropriate documents to the finance officer in support of the reimbursement request.

D. The Superintendent may participate in school system retirement savings plans to the same extent as other professional employees of the school system as permitted by law.

E. With prior approval of the Chair of the Board, the Board shall pay the Superintendent's membership charges, not to exceed Two Thousand Dollars (\$2000.00), for membership in up to five (5) professional or civic organizations as the Superintendent feels are necessary to maintain and improve her professional skills, civic involvement, or to advance the mission of the Board.

F. The Board shall provide the Superintendent at the Board's expense with modern technology and equipment in order for the Superintendent to effectively fulfill her duties.

G. The Board recognizes that the Superintendent does and will commit to the services of the school system many hours of additional time, above and beyond those necessary for the completion of her duties, including time spent locally and outside of the school system 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 compensatory time off from her normal work schedule up to and including ninety-six (96) hours per year. Any and all compensatory time shall be taken prior to the Superintendent using any of her annual vacation days, with each eight (8) hours of compensatory time constituting one (1) full workday. Any such hours of compensatory time which are not used during the year in which they are earned shall be forfeited and may not be accumulated or carried over to the following fiscal year, nor shall they be carried over at the termination of the Superintendent's employment.

H. The Board, on an annual basis, will reimburse the Superintendent for the Superintendent's required retirement contribution paid to the Teachers' and State Employees' Retirement System during the term of the contract. The reimbursement amount will be equivalent to the amount deducted from the Superintendent's salary for the required retirement contributions minus necessary deductions including income tax.

I. The Board will contribute \$20,000 per year to an eligible deferred compensation plan. The Board will consult with the Superintendent on the selection of the plan. To the extent that the Board is not able to contribute all or portion of this amount to such a plan, the Board will contribute the balance of the amount as a supplement or allowance specifically for the Superintendent to purchase additional benefits such as health, life, or disability plans. Further, any discretionary salary increases the Board approves for the Superintendent will be in the form of an increase in the contribution set forth in this Section and will not increase the annual aggregate

salary set forth in Section 3A unless the Board expressly approves an increase in the annual aggregate salary through an amendment to this contract.

5. PROFESSIONAL GROWTH OF SUPERINTENDENT

The Board expects the Superintendent to continue her professional development and expects her to participate in relevant learning experiences. The Superintendent should attend appropriate training and professional meetings at the local and state level at the Superintendent's discretion, and out-of-state meetings with the prior approval of the Chair of the Board. The actual expenses of said attendance will be paid from the current operating funds of the Wake County 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 these expenses in accord with Board Policy. Request for reimbursements of actual expenses in excess of Board approved per diem must be approved by the Chair of the Board or, in the Chair's absence, the Vice-Chair. Similarly with approval of the Chair, or in the Chair's absence, the Vice-Chair, 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 she incurs 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 funding, grants and for other reasons. The Superintendent shall file itemized expense statements with the Chair of the Board for approval of reimbursement of these expenses. Approved reimbursements shall then be submitted to the Finance Officer for payment. In the absence of the Chair, the actions,

authority and responsibilities of the Chair set forth in this section may be carried out by the Vice-Chair.

7. TRANSPORTATION

The Board shall pay the Superintendent additional salary in the amount of Nine Hundred Dollars (\$900.00) per month in lieu of a transportation allowance and in exchange for her using her personal vehicle for in-county travel and foregoing any reimbursement for her costs. This additional salary shall not be considered as part of her aggregate salary for the purpose of annual salary increases. Out-of-county travel shall be reimbursed at the prevailing IRS rate. In lieu of reimbursement for out-of-county travel, the Superintendent may use a Board-owned vehicle for such out-of-county travel if the Board makes available a vehicle for this purpose.

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 her individual capacity, or in her 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 her 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 AND DISABILITY

A. MEDICAL EXAMINATION. The Superintendent hereby agrees to have an annual medical examination, the cost of which will be reimbursed by the Board upon the submission of appropriate documentation to the finance officer. A statement from a licensed physician of the Superintendent's choice, certifying to the physical competency of the Superintendent to fulfill her duties and responsibilities, shall be filed with the Chair of the Board and treated as confidential information by the Board.

B. DISABILITY. If the Superintendent is unable to perform her essential functions by reason of disability for more than one hundred twenty (120) calendar days, and efforts to reasonably accommodate her disability do not enable her to perform her essential functions, the Board will cooperate fully with the Superintendent in her application for disability benefits.

10. EVALUATION

Unless the Board and Superintendent mutually decide otherwise, the Board and Superintendent will use the instrument and process for evaluating superintendents as adopted by the North Carolina State Board of Education with any supplemental measures as determined by the Board. As a part of this process, the Board and Superintendent agree to establish individual performance goals for the Superintendent within 90 days from the start of this contract.

11. CONSULTING AND OUTSIDE EMPLOYMENT

The duties and responsibilities of the Superintendent require full-time employment and frequently require that the Superintendent attend to her duties during the evenings, weekends and holidays. The Superintendent shall not accept any outside employment that in any manner interferes with the performance of her duties and responsibilities as Superintendent of the Wake County Public School System. The Board grants to the Superintendent, subject to prior approval

of the Chair of the Board, the opportunity to accept private consulting and speaking or teaching engagements and appointments to foundations, boards or commissions that do not interfere with the Superintendent's performance of her duties under this agreement. Annual leave time must be taken to perform any private consulting or other outside employment during normal weekday work hours. The Superintendent shall make a written report to the Board no later than June 1 of each year listing all outside employment she has performed during the preceding year.

12. CONFLICT OF INTEREST PROHIBITED

The Superintendent acknowledges that she 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.

13. TERMINATION

Throughout the term of this contract the Superintendent shall be subject to discharge for good and just causes as provided by the North Carolina General Statutes § 115C-274 provided, however, that the Board does not arbitrarily or capriciously call for her 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. At any such 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. The hearing shall be conducted in closed session in accordance with procedures adopted by the Board to assure due process. A transcript of the record of the proceedings before the Board shall be made available without charge to the Superintendent. If the Superintendent chooses to be accompanied by legal counsel at the hearing before the Board, she will assume the cost of her legal expenses.

14. 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 annual aggregate salary she would have earned pursuant to Section 3A of this Agreement for the upcoming twelve (12) 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 13 above, and the right to appeal the Board's actions shall be considered waived by the Superintendent.

15. RESIGNATION

The Superintendent shall give at least ninety (90) calendar days' written notice to the Board if she intends to resign prior to the end of the term of this contract or extensions thereto. In the event that she fails to give the required notice, the Superintendent agrees to pay the Board Thirty Thousand Dollars (\$30,000) which the parties agree is a reasonable and proper measure of damages that will be incurred by the Board by an untimely resignation by the Superintendent. Furthermore, the Board, in its sole discretion, may terminate this contract at any time after the Superintendent has given written notice that she intends to resign prior to the end of her term of employment. In such event the Superintendent shall be entitled to be paid through the date of her resignation and paid for any unused state accrued annual leave at the limits established by law; and the provisions of Section 13 and 14 of this contract shall not apply and, if the Superintendent has given 90 days prior written notice of resignation, the \$30,000.00 damage payment described above shall be waived. In addition, if an unexpected severe medical condition or emergency arises that directly involves the Superintendent or her spouse which prevents the Superintendent from

giving 90 days prior written notice of resignation, the \$30,000 damage payment described above shall be waived.

16. RESIDENCE

The Superintendent shall maintain her primary personal residence (domicile) within the geographic boundaries of Wake County during the term of this Agreement.

17. AMENDMENT

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

18. SAVINGS CLAUSE

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

19. LAW

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

20. FILING

A copy of this contract shall be filed with the Superintendent of Public Instruction in North Carolina. The Superintendent and Board acknowledge that this document is a public record.

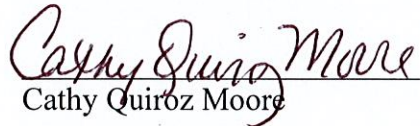
21. ENTIRE AGREEMENT

The parties hereto agree that this instrument contains the entire agreement between them as of this date, and that it has not been induced by either party by any representations, promises or undertakings not expressed herein, and that there are no collateral agreements, stipulations,

promises or understandings whatsoever by the respective parties in any way affecting the subject matter of this contract which are not expressly contained in this instrument.

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

SUPERINTENDENT

 (SEAL)
Cathy Quiroz Moore

WAKE COUNTY BOARD OF EDUCATION

Monika Johnson-Hostler, Chair

ATTEST:

Dr. Jim Martin, Vice-Chair

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____, a Notary Public, do hereby certify that Monika Johnson-Hostler appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that Dr. Jim Martin is Vice-Chair of the Board and that she is Chair of the Wake 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 Wake County Board of Education, and said instrument is the act and deed of said corporation.

Witness my hand and official seal, this the _____ day of May, 2018.

(Notary Seal)

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Ashley D. Bryant, a Notary Public for said County and State, do hereby certify that Cathy Quiroz Moore personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this 17th day of May, 2018.

(Notary Seal)



Ashley D. Bryant
Notary Public

My Commission Expires: March 12, 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.

Michael B. White
Finance Officer

5/17/2018
Date