

1 **STATE SUPERINTENDENT OF EDUCATION**
2 **CONTRACT OF EMPLOYMENT**

3
4 **THIS AGREEMENT** is made on April 10, 2025, by and between the Board of
5 Education of the State of Alabama (the "Board") and Dr. Eric G. Mackey (the "Superintendent").

6 WHEREAS the Board is authorized to enter into a contract with the Superintendent for
7 his services for a period not to exceed four years, Ala. Code § 16-4-1 (1975); and

8 WHEREAS the Superintendent serves at the pleasure of the Board, subject to the terms
9 of this Agreement; and

10 WHEREAS the Board considered and approved this action in a public meeting on April
11 10, 2025;

12 **AGREEMENT**

13 NOW, THEREFORE, in consideration of the mutual conditions and covenants contained
14 herein, it is agreed by the Board and the Superintendent as follows:

15 **SECTION 1. EFFECTIVE DATE.** This Agreement shall be effective on April 10, 2025
16 (the "Effective Date"), and the Superintendent shall be entitled to all benefits described herein as
17 of that date.

18 **SECTION 2. TERM OF EMPLOYMENT.** The Board hereby employs the Superintendent
19 and the Superintendent hereby accepts employment with the Board for a term of four years,
20 beginning on April 10, 2025, and ending April 9, 2029, subject to the provisions of this
21 Agreement.

22 **SECTION 3. SALARY.** During the term of this Agreement, the Superintendent shall be
23 paid an annual salary of \$325,000. Payments shall be made on a semi-monthly basis on the same
24 schedule as payments made to state employees. The total cost of this Agreement, including the

1 benefits provided in Section 4 not generally available to state employees, shall not exceed
2 \$1,475,680.

3 SECTION 4. OTHER BENEFITS. The Superintendent shall not receive cost-of-living or
4 annual salary increases passed by the Alabama Legislature for State employees. The
5 Superintendent shall be entitled to such other employment benefits as allowed by law, rule, or
6 regulation to employees of the State of Alabama, including, but not limited to, participation in
7 the applicable state retirement program and health insurance coverage program; reimbursement
8 of travel expenses as provided for state employees in Title 36, Chapter 7 of the Code of Alabama,
9 the use of a state-owned vehicle; a \$1,750.00 per month housing allowance; reimbursement for
10 reasonable business expenses, including, but not limited to the reasonable cost to obtain and
11 maintain a smart phone, electronic tablet, and laptop computer; reimbursement of up to
12 \$5,000.00 annually for professional development; reimbursement for the cost of any bond
13 required under the section 16-4-3 of the Alabama Code to the extent permitted by law;
14 reimbursement of membership dues paid to Council for Leaders of Alabama Schools and the
15 School Superintendents of Alabama; and accumulation of annual and sick leave as provided for
16 state employees, all of which shall be carried over to succeeding years if not used, to the extent
17 allowed by law. The Board agrees that accumulated sick leave earned by the Superintendent in
18 any other capacity shall be transferred to his employment as Superintendent, unless otherwise
19 provided by law.

20 SECTION 5. ANNUAL EVALUATION. Evaluation is a process through which the
21 Board and the Superintendent work together to improve efficiency and effectiveness of the
22 operations of the Department of Education. In an effort to support the Superintendent and to
23 increase the likelihood of his successful administration, the Board may conduct an annual review

1 and evaluation. The Superintendent and the Board will work together to develop an evaluation
2 instrument (including a scoring rubric, if deemed appropriate by the Board), which must be given
3 to the Superintendent 12 months before his evaluation. The evaluation process will include the
4 opportunity for Board members to discuss their perceptions of the Superintendent's performance.
5 Board members who find any area of the Superintendent's performance insufficient are obligated
6 to offer specific suggestions for improvement. If a majority of the Board approves a finding or
7 findings of insufficient performance, the Board shall notify the Superintendent of the finding(s),
8 and the reasons therefore, and shall allow the Superintendent a reasonable time to make
9 satisfactory progress toward correcting any deficiencies or unsatisfactory performance. The first
10 evaluation will be conducted in December 2025 and subsequent evaluations will also be
11 conducted in December of each year.

12 SECTION 6. PERFORMANCE PAY INCREASE. Beginning April 1, 2026, unless
13 affirmatively disapproved by the Board upon a finding of overall insufficient performance in an
14 annual evaluation as set out and directed in Section 5, the Superintendent shall receive a 3-
15 percent salary increase effective April 1 each year of this Agreement.

16 SECTION 7. SUPERINTENDENT'S DUTIES AND RESPONSIBILITIES. The
17 Superintendent shall assume and discharge all duties and responsibilities as are provided by law
18 and such other duties as the Board shall require of him from time to time in accordance with
19 applicable law.

20 SECTION 8. TERMINATION BY MUTUAL AGREEMENT. This Agreement may be
21 terminated at any time by the mutual consent of the parties to this Agreement. The consent of the
22 Board in such case may be given or expressed only by official action of the Board.

23 SECTION 9. TERMINATION BY THE BOARD.

1 a. TERMINATION FOR CAUSE. Termination for cause shall be in accordance with
2 section 16-3-25 of the Alabama Code and shall be for any reason enumerated therein. In
3 accordance with section 16-3-25, before voting to terminate the Superintendent for cause, the
4 Board shall approve, by a three-quarters vote of the whole Board, a notice of intent to terminate
5 which clearly sets forth the grounds for termination. The notice shall also set the date for a
6 hearing at which the Superintendent shall have an opportunity to be heard and to present matters
7 in his defense. After approval by the Board, the notice shall be delivered to the Superintendent no
8 sooner than 10 days before the hearing date. At the hearing, the Superintendent shall be given an
9 opportunity to present evidence, examine and cross-examine witnesses, exercise subpoena power
10 in the name of the Board, and otherwise be heard. If the Board votes by a three-quarters vote to
11 terminate the Superintendent for cause, then no further remuneration or any other benefit,
12 financial, or otherwise, shall be paid to the Superintendent unless the Board separately votes by a
13 simple majority to approve severance pay in an amount not to exceed six months' salary or the
14 balance of his salary owed for the remainder of the current contract term, whichever is less.

15 b. TERMINATION WITHOUT CAUSE. At any time, the Board may officially act,
16 by a majority vote of the whole Board, to unilaterally terminate this Agreement without cause
17 and thereby terminate the employment of the Superintendent upon 90 days' written notice to the
18 Superintendent, unless otherwise agreed between the Superintendent and the Board. Such
19 unilateral termination shall be at the sole and absolute discretion of the Board. In such case, the
20 Superintendent shall receive severance pay in an amount equal to all of the aggregate salary and
21 allowances from the date of actual termination to the expiration date of the current contract term.

22 SECTION 10. TERMINATION BY SUPERINTENDENT. This Agreement may at any
23 time be terminated unilaterally by the Superintendent upon 60 days' written notice to the Board.

1 Upon receiving notice of resignation by the Superintendent, the Board may elect to terminate his
2 employment immediately but must continue to provide all compensation and benefits due the
3 Superintendent under this Agreement for a period of 60 days from the date of his notice of
4 resignation.

5 SECTION 11. DEFENDING THE SUPERINTENDENT TO THE EXTENT PROVIDED

6 BY LAW. The Board agrees that, unless otherwise prohibited by law, it shall defend and hold
7 harmless, to the extent that any applicable state liability fund does not, the Superintendent for
8 any and all demands, claims, suits, actions, and legal proceedings (including matters before the
9 Ethics Commission and criminal charges if, in the Board's sole discretion, the Board believes
10 that the Ethics complaint and/or criminal charge is unwarranted and worthy of the Board's
11 providing of a defense, in said case a majority vote of the Board being required) arising from, or
12 in any way connected to the performance of the superintendent's duties and/or responsibilities.

13 The Board also agrees that the Superintendent shall have the choice of hiring the lawyer or
14 lawyers so defending him, subject to the attorney-hiring provisions provided in the State
15 Procurement Code in Ala. Code § 41-4-125 and Executive Order No. 726, ¶ 3.b. The Board's
16 obligation under this section survives the termination of this contract. Nothing herein shall be
17 construed as a waiver of the Board's sovereign immunity.

18 SECTION 12. RENEWAL. This Agreement may be renewed for two additional one-year
19 terms. The agreement may not be automatically renewed and may only be renewed upon proper
20 action by the Board.

21 SECTION 13. GOVERNING LAW. This Agreement shall be governed by and construed
22 in accordance with the laws of the State of Alabama.

1 SECTION 14. IMMIGRATION CLAUSE. By signing this contract, the contracting
2 parties affirm, for the duration of the agreement, that they will not violate federal immigration
3 law or knowingly employ, hire for employment, or continue to employ an unauthorized alien
4 within the State of Alabama. Furthermore, a contracting party found to be in violation of this
5 provision shall be deemed in breach of the agreement and shall be responsible for all damages
6 resulting therefrom.

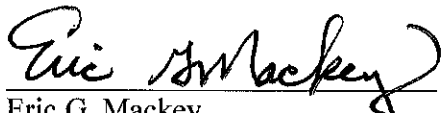
7 SECTION 15. ALTERNATIVE DISPUTE RESOLUTION CLAUSE. In the event of any
8 dispute between the parties, senior officials of both parties shall meet and engage in a good faith
9 attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of
10 money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of
11 Alabama.

12 For any and all other disputes arising under the terms of this contract which are not
13 resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative
14 dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in
15 Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of
16 mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

17 SECTION 16. MERIT SYSTEM EXCLUSION CLAUSE. The Superintendent is not to
18 be considered a merit system employee and is not entitled to any benefits of the State Merit
19 System.

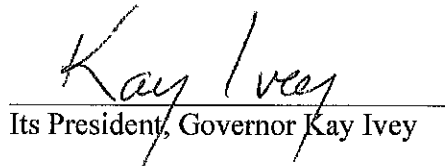
20 SECTION 17. NONAPPROPRIATION AND PRORATION. When funds are not
21 appropriated or otherwise made available to support continuation of performance in a subsequent
22 fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier
23 shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized

1 in the price of the supplies or services delivered under the contract. To the extent permissible by
2 law, this cost of cancellation may be paid from any appropriations available for that purpose. In
3 the event that proration of appropriated funds from which the State is to pay the supplier is
4 declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor
5 shall have the option, in addition to the other remedies of the contract, of renegotiating the
6 contract to extend or change payment terms or amounts or terminating the contract. In all
7 circumstances, it is agreed that the terms and commitments of this contract shall not constitute a
8 debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as
9 amended.

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11 
12 Eric G. Mackey

April 10, 2025
Date

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14
15 The Alabama State Board of Education
16 By:

17 
18
19 Its President, Governor Kay Ivey
20
21

April 10, 2025
Date