Montgomery County Public School System
Contract for Professional Services
School Administrator

Effective Date of Appointment: **July 1, 2022**

School Administrator: **Adam Matthews**

Initial Position (and Category, if applicable): **Principal**

Months of Employment in School Year: **12 Months**

Ending Date of Contract: **June 30, 2024**

THIS CONTRACT, effective as of the Effective Date of Appointment, is made pursuant to G.S. §115C-287.1 by and between the Montgomery County Board of Education, hereinafter referred to as "Board," and the School Administrator.

1. EMPLOYMENT AND TERM: The Board employs School Administrator for a term commencing on the Effective Date of Appointment and ending on the Ending Date of Contract. School Administrator accepts such employment according to the terms hereof. The Board may, to the extent permitted by state law, and with the consent of the School Administrator, extend or renew this contract. If School Administrator's Months of Employment in School Year is twelve months, those twelve months are the Board's fiscal year. Further, if this Contract is for eleven months of employment during a fiscal year, the Superintendent of Montgomery County Public Schools ("Superintendent" hereinafter) may change School Administrator's months of employment from eleven to ten or twelve months; however, any such change is considered a temporary, special duty pursuant to N.C.G.S. 115C-325.1(2) and any return to eleven months of employment in a fiscal year is at the sole discretion of the Superintendent and not a demotion as defined by law.

2. DUTIES: During School Administrator's Months of Employment in School Year, School Administrator shall devote his or her full time skill, labor, and attention to performing the duties of a school administrator of the Montgomery County Public School System (the "System") as assigned to School Administrator by the Superintendent. School Administrator shall discharge his or her official duties in accordance with the laws of the state, State Board of Education policy and regulations, Board policy, Board's or Superintendent's job description, and/or the direction of the Superintendent. These duties will pertain initially to School Administrator's Initial Position; however, should the Superintendent reassign School Administrator to a different position, the duties for that position will apply. School Administrator shall not acquire any entitlement or property interest in any particular position, or the honors, duties and responsibility of such position, and can be assigned and re-assigned by the Superintendent at any time to any position in the System, whether or not a 'school administrator' position, as long as School

Administrator is licensed or credentialed for such position (if the position requires licensing or credentialing). Regardless of assignment, at all times School Administrator will conform his or her conduct to the North Carolina State Board of Education's Code of Ethics for North Carolina Educators and Standards of Professional Conduct as set forth in 16 NCAC 6C .0601 and 16 NCAC 6C .0602, as the same are amended from time to time.

3. COMPENSATION. School Administrator's compensation in each year of this Contract is an amount determined by the salary schedule for School Administrator's position issued by the State of North Carolina[1] as supplemented by the System's salary schedule. Both schedules are set forth on the attached Salary Schedule with the System's schedule shown under "Local Allocation."[2] School Administrator will also be paid any advanced degree, or other compensation specifically approved for the position by the State of North Carolina.[3] The compensation, so calculated, is payable in equal monthly installments on the schedule normally used by the Board to compensate its personnel. In certain principal positions, the salary may be negotiated with the Superintendent

In addition to compensation determined by the salary schedules, the state or the Board may provide bonuses. These bonuses will be paid according to the terms of their appropriations.

Any component of School Administrator's compensation determined by his or her school meeting or exceeding growth, per G.S. 115C-83.15 or other state standard, in the current or previous years is deemed a merit-based supplement. Except as noted on the attached salary schedule, School Administrator's annual compensation may increase or decrease as a result of the application of the factors included in the state's and System's salary schedules, and/or the granting of, or eliminating of, bonuses or merit-based supplements.

In addition to a reduction in compensation resulting from elimination of bonuses or merit-based supplements, School Administrator's compensation may also be reduced if state or local funds to the System are reduced as a result of an economic emergency declared or recognized by the Governor, General Assembly, or Montgomery County Board of Commissioners, or by operation of law, and the compensation for all System employees is uniformly reduced, which may or may not involve "furlough."

In the event the Initial Position does not fall on a state or System salary schedule, School Administrator and the Board will agree to his or her compensation.

4. HOLD HARMLESS. During the term of this contract, if the Superintendent involuntarily transfers School Administrator to a position with lower pay on the state's and System's salary schedules, the School Administrator's compensation will not be reduced below his or her previous year's compensation unless (a) his or her compensation would have been reduced

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6. PROFESSIONAL LICENSE. School Administrator shall hold and maintain throughout the term of this Contract valid and appropriate credentials or licenses to serve in the position assigned or re-assigned by Superintendent as prescribed by the laws of this state, the regulations of the State Board of Education and Board policy. Superintendent will not re-assign School Administrator to a position for which occupational credentials or a license is required, unless he or she has those credentials or license.

7. EVALUATION. The School Administrator shall be evaluated in accordance with the Board's policies and Superintendent's procedures and in accordance with state law and State Board of Education requirements.

8. DISMISSAL OR DEMOTION. During the term of this Contract, School Administrator may be dismissed or demoted only as provided in G.S. §115C-287.1 or as otherwise provided by law. Re-assignment to a different position will not be deemed a demotion as long as School Administrator's annual compensation, as calculated and provided in Section 3 above, is not reduced; however, the elimination or reduction of bonus payments, including merit-based supplements, and any reduction in salary that results from the elimination of any special or extra duty provided to School Administrator, and the corresponding reduction in compensation, as part of a reassignment, is not a demotion. Further, reduction in School Administrator's compensation, by furlough or otherwise, as a result of decreased funding to the System caused by an economic emergency declared or recognized by the Governor, General Assembly, or Montgomery County Board of Commissioners, or by operation of law, is not considered a demotion as long as the reduction in compensation is part of a uniform reduction in compensation to all employees of the System.

9. LIMIT ON LEAVE/DISABILITY. Subordinate to the provisions of the Americans With Disabilities Act and the Family and Medical Leave Act ("FMLA"), should School Administrator be unable to perform his or her duties by reason of illness, accident or other causes beyond his or her control and should said condition exist for a period of more than 180 calendar days, or if School Administrator should become permanently disabled to an extent that he or she

cannot perform the essential functions of his or her job with or without reasonable accommodation, the Superintendent may recommend and the Board, at its discretion, shall have the right to terminate this Contract, whereupon the respective duties, rights and obligations shall terminate and be void. This right of termination shall exist even if School Administrator has more than 180 days of accumulated sick leave or other leave, but such termination shall not affect his or her right to compensation according to the leave he or she has accrued. This Section 10 does not provide to School Administrator any leave which he or she has neither accrued nor is entitled to under FMLA and any absence from work beyond those days is grounds for the Board to terminate this contract. During any time School Administrator is on extended leave, the Superintendent may appoint an acting school administrator to carry out the duties of School Administrator.

10. NOTICE OF RESIGNATION. School Administrator must provide sixty (60) days prior written notice to the Superintendent of his or her intent to resign or retire during the term of this Contract or of his or her intent not to seek a contract extension or renewal.

11. INDEMNITY. Except in situations where the Board brings legal or administrative actions against the School Administrator, the Board agrees that to the maximum extent provided by applicable insurance or risk management coverage, it shall defend, hold harmless and indemnify School Administrator from any and all civil demands, claims, suits, actions and/or legal proceedings brought against School Administrator as agent and employee of the Board, provided the incident arose while School Administrator was acting within the scope of his or her employment. If School Administrator is arrested and/or tried for a crime, or becomes the subject of a criminal investigation, as a result of his or her official actions or inactions while acting in good faith within the scope of his or her employment, he or she shall have the right to ask the Board to provide a legal defense, and the Board will make such decision on providing the defense on a case by case basis guided by the School Administrator's apparent good faith action or inaction. If the Board provides such a defense to criminal charges or proceedings, and if the School Administrator is thereafter convicted of such criminal charges or a lesser included offense, School Administrator agrees to repay the Board the costs of such defense.

12. TERMINATION OF PRIOR CONTRACT. If School Administrator has an existing employment contract with the Board, it is mutually terminated as of the Effective Date of Appointment.

13. RELINQUISHMENT OF TENURE. If School Administrator has previously achieved status under state law as a career teacher or administrator, he or she voluntarily relinquishes such status by entering this contract.

14. CONFLICT OF INTEREST. School Administrator agrees to comply with all state statutes, Board policies and administrative regulations regarding conflicts of interest.

15. MODIFICATION. This Contract can only be modified or amended upon recommendation of the Superintendent and with the written consent of the Board and the Administrator.

16. PUBLIC RECORD. School Administrator acknowledges that this contract is a public record.

17. SAVINGS CLAUSE. If a specific clause or term of this Contract is found to be illegal or void by a competent court within North Carolina, the remaining provisions shall remain in full force.

IN WITNESS WHEREOF, the Superintendent has recommended and the Board has approved offering the terms hereof to School Administrator by majority vote, all as indicated by the signature of the Superintendent and Chairman of the Board below. Upon acceptance hereof by School Administrator by his or her signature below, this becomes a contract binding on the parties.

_____ Date_____
School Administrator

_____ Date_____
Dr. Dale Ellis, Superintendent

_____ Date_____
Mr. Steve DeBerry Chairperson

Montgomery County Public School System
Contract for Professional Services
School Administrator

Effective Date of Appointment: **July 1, 2022**

School Administrator: **Adriane Clarett**

Initial Position (and Category, if applicable): **Assistant Principal**

Months of Employment in School Year: **11 Months**

Ending Date of Contract: **June 30, 2026**

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_____ Date_____
School Administrator

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Dr. Dale Ellis, Superintendent

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Mr. Steve DeBerry Chairperson

Montgomery County Public School System
Contract for Professional Services
School Administrator

Effective Date of Appointment: **July 1, 2022**

School Administrator: **Daniel Jones**

Initial Position (and Category, if applicable): **Assistant Principal**

Months of Employment in School Year: **11 Months**

Ending Date of Contract: **June 30, 2026**

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School Administrator

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Montgomery County Public School System
Contract for Professional Services
School Administrator

Effective Date of Appointment: **July 1, 2022**

School Administrator: **Heather Seawell**

Initial Position (and Category, if applicable): **Principal**

Months of Employment in School Year: **12 Months**

Ending Date of Contract: **June 30, 2026**

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1. EMPLOYMENT AND TERM: The Board employs School Administrator for a term commencing on the Effective Date of Appointment and ending on the Ending Date of Contract. School Administrator accepts such employment according to the terms hereof. The Board may, to the extent permitted by state law, and with the consent of the School Administrator, extend or renew this contract. If School Administrator's Months of Employment in School Year is twelve months, those twelve months are the Board's fiscal year. Further, if this Contract is for eleven months of employment during a fiscal year, the Superintendent of Montgomery County Public Schools ("Superintendent" hereinafter) may change School Administrator's months of employment from eleven to ten or twelve months; however, any such change is considered a temporary, special duty pursuant to N.C.G.S. 115C-325.1(2) and any return to eleven months of employment in a fiscal year is at the sole discretion of the Superintendent and not a demotion as defined by law.

2. DUTIES: During School Administrator's Months of Employment in School Year, School Administrator shall devote his or her full time skill, labor, and attention to performing the duties of a school administrator of the Montgomery County Public School System (the "System") as assigned to School Administrator by the Superintendent. School Administrator shall discharge his or her official duties in accordance with the laws of the state, State Board of Education policy and regulations, Board policy, Board's or Superintendent's job description, and/or the direction of the Superintendent. These duties will pertain initially to School Administrator's Initial Position; however, should the Superintendent reassign School Administrator to a different position, the duties for that position will apply. School Administrator shall not acquire any entitlement or property interest in any particular position, or the honors, duties and responsibility of such position, and can be assigned and re-assigned by the Superintendent at any time to any position in the System, whether or not a 'school administrator' position, as long as School

Administrator is licensed or credentialed for such position (if the position requires licensing or credentialing). Regardless of assignment, at all times School Administrator will conform his or her conduct to the North Carolina State Board of Education's Code of Ethics for North Carolina Educators and Standards of Professional Conduct as set forth in 16 NCAC 6C .0601 and 16 NCAC 6C .0602, as the same are amended from time to time.

3. COMPENSATION. School Administrator's compensation in each year of this Contract is an amount determined by the salary schedule for School Administrator's position issued by the State of North Carolina[1] as supplemented by the System's salary schedule. Both schedules are set forth on the attached Salary Schedule with the System's schedule shown under "Local Allocation."[2] School Administrator will also be paid any advanced degree, or other compensation specifically approved for the position by the State of North Carolina.[3] The compensation, so calculated, is payable in equal monthly installments on the schedule normally used by the Board to compensate its personnel. In certain principal positions, the salary may be negotiated with the Superintendent

In addition to compensation determined by the salary schedules, the state or the Board may provide bonuses. These bonuses will be paid according to the terms of their appropriations.

Any component of School Administrator's compensation determined by his or her school meeting or exceeding growth, per G.S. 115C-83.15 or other state standard, in the current or previous years is deemed a merit-based supplement. Except as noted on the attached salary schedule, School Administrator's annual compensation may increase or decrease as a result of the application of the factors included in the state's and System's salary schedules, and/or the granting of, or eliminating of, bonuses or merit-based supplements.

In addition to a reduction in compensation resulting from elimination of bonuses or merit-based supplements, School Administrator's compensation may also be reduced if state or local funds to the System are reduced as a result of an economic emergency declared or recognized by the Governor, General Assembly, or Montgomery County Board of Commissioners, or by operation of law, and the compensation for all System employees is uniformly reduced, which may or may not involve "furlough."

In the event the Initial Position does not fall on a state or System salary schedule, School Administrator and the Board will agree to his or her compensation.

4. HOLD HARMLESS. During the term of this contract, if the Superintendent involuntarily transfers School Administrator to a position with lower pay on the state's and System's salary schedules, the School Administrator's compensation will not be reduced below his or her previous year's compensation unless (a) his or her compensation would have been reduced

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5. GENERAL BENEFITS. School Administrator will receive health insurance, vacation and sick leave as these benefits are specified for public school system administrative employees under the laws and regulations of the State of North Carolina. School Administrator will participate in the Teachers' and State Employees' Retirement System as required by law or regulation. School Administrator will be reimbursed for job required travel according to Board policy.

6. PROFESSIONAL LICENSE. School Administrator shall hold and maintain throughout the term of this Contract valid and appropriate credentials or licenses to serve in the position assigned or re-assigned by Superintendent as prescribed by the laws of this state, the regulations of the State Board of Education and Board policy. Superintendent will not re-assign School Administrator to a position for which occupational credentials or a license is required, unless he or she has those credentials or license.

7. EVALUATION. The School Administrator shall be evaluated in accordance with the Board's policies and Superintendent's procedures and in accordance with state law and State Board of Education requirements.

8. DISMISSAL OR DEMOTION. During the term of this Contract, School Administrator may be dismissed or demoted only as provided in G.S. §115C-287.1 or as otherwise provided by law. Re-assignment to a different position will not be deemed a demotion as long as School Administrator's annual compensation, as calculated and provided in Section 3 above, is not reduced; however, the elimination or reduction of bonus payments, including merit-based supplements, and any reduction in salary that results from the elimination of any special or extra duty provided to School Administrator, and the corresponding reduction in compensation, as part of a reassignment, is not a demotion. Further, reduction in School Administrator's compensation, by furlough or otherwise, as a result of decreased funding to the System caused by an economic emergency declared or recognized by the Governor, General Assembly, or Montgomery County Board of Commissioners, or by operation of law, is not considered a demotion as long as the reduction in compensation is part of a uniform reduction in compensation to all employees of the System.

9. LIMIT ON LEAVE/DISABILITY. Subordinate to the provisions of the Americans With Disabilities Act and the Family and Medical Leave Act ("FMLA"), should School Administrator be unable to perform his or her duties by reason of illness, accident or other causes

beyond his or her control and should said condition exist for a period of more than 180 calendar days, or if School Administrator should become permanently disabled to an extent that he or she cannot perform the essential functions of his or her job with or without reasonable accommodation, the Superintendent may recommend and the Board, at its discretion, shall have the right to terminate this Contract, whereupon the respective duties, rights and obligations shall terminate and be void. This right of termination shall exist even if School Administrator has more than 180 days of accumulated sick leave or other leave, but such termination shall not affect his or her right to compensation according to the leave he or she has accrued. This Section 10 does not provide to School Administrator any leave which he or she has neither accrued nor is entitled to under FMLA and any absence from work beyond those days is grounds for the Board to terminate this contract. During any time School Administrator is on extended leave, the Superintendent may appoint an acting school administrator to carry out the duties of School Administrator.

10. NOTICE OF RESIGNATION. School Administrator must provide sixty (60) days prior written notice to the Superintendent of his or her intent to resign or retire during the term of this Contract or of his or her intent not to seek a contract extension or renewal.

11. INDEMNITY. Except in situations where the Board brings legal or administrative actions against the School Administrator, the Board agrees that to the maximum extent provided by applicable insurance or risk management coverage, it shall defend, hold harmless and indemnify School Administrator from any and all civil demands, claims, suits, actions and/or legal proceedings brought against School Administrator as agent and employee of the Board, provided the incident arose while School Administrator was acting within the scope of his or her employment. If School Administrator is arrested and/or tried for a crime, or becomes the subject of a criminal investigation, as a result of his or her official actions or inactions while acting in good faith within the scope of his or her employment, he or she shall have the right to ask the Board to provide a legal defense, and the Board will make such decision on providing the defense on a case by case basis guided by the School Administrator's apparent good faith action or inaction. If the Board provides such a defense to criminal charges or proceedings, and if the School Administrator is thereafter convicted of such criminal charges or a lesser included offense, School Administrator agrees to repay the Board the costs of such defense.

12. TERMINATION OF PRIOR CONTRACT. If School Administrator has an existing employment contract with the Board, it is mutually terminated as of the Effective Date of Appointment.

13. RELINQUISHMENT OF TENURE. If School Administrator has previously achieved status under state law as a career teacher or administrator, he or she voluntarily relinquishes such status by entering this contract.

14. CONFLICT OF INTEREST. School Administrator agrees to comply with all state statutes, Board policies and administrative regulations regarding conflicts of interest.

15. MODIFICATION. This Contract can only be modified or amended upon recommendation of the Superintendent and with the written consent of the Board and the Administrator.

16. PUBLIC RECORD. School Administrator acknowledges that this contract is a public record.

17. SAVINGS CLAUSE. If a specific clause or term of this Contract is found to be illegal or void by a competent court within North Carolina, the remaining provisions shall remain in full force.

IN WITNESS WHEREOF, the Superintendent has recommended and the Board has approved offering the terms hereof to School Administrator by majority vote, all as indicated by the signature of the Superintendent and Chairman of the Board below. Upon acceptance hereof by School Administrator by his or her signature below, this becomes a contract binding on the parties.

_____ Date_____
School Administrator

_____ Date_____
Dr. Dale Ellis, Superintendent

_____ Date_____
Mr. Steve Deberry Chairperson

441 Page Street • P.O. Box 427
Troy, North Carolina 27371-0427
PHONE: (910) 576-6511 • FAX: (910) 576-2044

MONTGOMERY COUNTY BOARD OF EDUCATION

ADMINISTRATOR'S CONTRACT

THIS ADMINISTRATOR'S CONTRACT (hereinafter referred to as "contract"), dated effective July 1, 2022, by and between the MONTGOMERY COUNTY BOARD OF EDUCATION (hereinafter referred to as the "Board") and **Jamese Black** hereinafter referred to as "Administrator");

In consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. TERM OF APPOINTMENT: The Board hereby employs, and the Administrator hereby accepts, to fulfill the duties and responsibilities as an Administrator for the Montgomery County School System for a term commencing July 1, 2022 and ending June 30, 2026. A 60-day notice must be given in writing to the Board if said Administrator resigns.

2. COMPENSATION: The Administrator, **Jamese Black**, during the term of employment pursuant to this contract, shall be paid the annual salary of $89,978.64 and will be eligible for state for state increases each year of the contract.

All applicable statutes and board policies shall apply to this agreement for the duration of this contract.

IN WITNESS THEREOF, the board has caused the Contract to be executed on its behalf by its chairperson, and **Jamese Black** has indicated acceptance of the terms and conditions set forth herein by affixing her signature, as of the date first written.

_____ (SEAL) _____ (DATE)
Administrator

By: _____ (SEAL) _____ (DATE)
Chairperson

Attest:_____ (SEAL) _____ (DATE)
Superintendent

Montgomery County Public School System
Contract for Professional Services
School Administrator

Effective Date of Appointment: **July 1, 2022**

School Administrator: **Jon Lachance**

Initial Position (and Category, if applicable): **Principal**

Months of Employment in School Year: **12 Months**

Ending Date of Contract: **June 30, 2026**

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1. EMPLOYMENT AND TERM: The Board employs School Administrator for a term commencing on the Effective Date of Appointment and ending on the Ending Date of Contract. School Administrator accepts such employment according to the terms hereof. The Board may, to the extent permitted by state law, and with the consent of the School Administrator, extend or renew this contract. If School Administrator's Months of Employment in School Year is twelve months, those twelve months are the Board's fiscal year. Further, if this Contract is for eleven months of employment during a fiscal year, the Superintendent of Montgomery County Public Schools ("Superintendent" hereinafter) may change School Administrator's months of employment from eleven to ten or twelve months; however, any such change is considered a temporary, special duty pursuant to N.C.G.S. 115C-325.1(2) and any return to eleven months of employment in a fiscal year is at the sole discretion of the Superintendent and not a demotion as defined by law.

2. DUTIES: During School Administrator's Months of Employment in School Year, School Administrator shall devote his or her full time skill, labor, and attention to performing the duties of a school administrator of the Montgomery County Public School System (the "System") as assigned to School Administrator by the Superintendent. School Administrator shall discharge his or her official duties in accordance with the laws of the state, State Board of Education policy and regulations, Board policy, Board's or Superintendent's job description, and/or the direction of the Superintendent. These duties will pertain initially to School Administrator's Initial Position; however, should the Superintendent reassign School Administrator to a different position, the duties for that position will apply. School Administrator shall not acquire any entitlement or property interest in any particular position, or the honors, duties and responsibility of such position, and can be assigned and re-assigned by the Superintendent at any time to any position in the System, whether or not a 'school administrator' position, as long as School

Administrator is licensed or credentialed for such position (if the position requires licensing or credentialing). Regardless of assignment, at all times School Administrator will conform his or her conduct to the North Carolina State Board of Education's Code of Ethics for North Carolina Educators and Standards of Professional Conduct as set forth in 16 NCAC 6C .0601 and 16 NCAC 6C .0602, as the same are amended from time to time.

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cannot perform the essential functions of his or her job with or without reasonable accommodation, the Superintendent may recommend and the Board, at its discretion, shall have the right to terminate this Contract, whereupon the respective duties, rights and obligations shall terminate and be void. This right of termination shall exist even if School Administrator has more than 180 days of accumulated sick leave or other leave, but such termination shall not affect his or her right to compensation according to the leave he or she has accrued. This Section 10 does not provide to School Administrator any leave which he or she has neither accrued nor is entitled to under FMLA and any absence from work beyond those days is grounds for the Board to terminate this contract. During any time School Administrator is on extended leave, the Superintendent may appoint an acting school administrator to carry out the duties of School Administrator.

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IN WITNESS WHEREOF, the Superintendent has recommended and the Board has approved offering the terms hereof to School Administrator by majority vote, all as indicated by the signature of the Superintendent and Chairman of the Board below. Upon acceptance hereof by School Administrator by his or her signature below, this becomes a contract binding on the parties.

_____ Date_____
School Administrator

_____ Date_____
Dr. Dale Ellis, Superintendent

_____ Date_____
Mr. Steve DeBerry Chairperson

Montgomery County Public School System
Contract for Professional Services
School Administrator

Effective Date of Appointment: **July 1, 2022**

School Administrator: **Kesha Collins**

Initial Position (and Category, if applicable): **Assistant Principal**

Months of Employment in School Year: **11 Months**

Ending Date of Contract: **June 30, 2024**

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15. MODIFICATION. This Contract can only be modified or amended upon recommendation of the Superintendent and with the written consent of the Board and the Administrator.

16. PUBLIC RECORD. School Administrator acknowledges that this contract is a public record.

17. SAVINGS CLAUSE. If a specific clause or term of this Contract is found to be illegal or void by a competent court within North Carolina, the remaining provisions shall remain in full force.

IN WITNESS WHEREOF, the Superintendent has recommended and the Board has approved offering the terms hereof to School Administrator by majority vote, all as indicated by the signature of the Superintendent and Chairman of the Board below. Upon acceptance hereof by School Administrator by his or her signature below, this becomes a contract binding on the parties.

_____ Date_____
School Administrator

_____ Date_____
Dr. Dale Ellis, Superintendent

_____ Date_____
Mr. Steve DeBerry Chairperson

Montgomery County Public School System
Contract for Professional Services
School Administrator

Effective Date of Appointment: **July 1, 2022**

School Administrator: **Marvin Smith**

Initial Position (and Category, if applicable): **Principal**

Months of Employment in School Year: **12 Months**

Ending Date of Contract: **June 30, 2024**

THIS CONTRACT, effective as of the Effective Date of Appointment, is made pursuant to G.S. §115C-287.1 by and between the Montgomery County Board of Education, hereinafter referred to as "Board," and the School Administrator.

1. EMPLOYMENT AND TERM: The Board employs School Administrator for a term commencing on the Effective Date of Appointment and ending on the Ending Date of Contract. School Administrator accepts such employment according to the terms hereof. The Board may, to the extent permitted by state law, and with the consent of the School Administrator, extend or renew this contract. If School Administrator's Months of Employment in School Year is twelve months, those twelve months are the Board's fiscal year. Further, if this Contract is for eleven months of employment during a fiscal year, the Superintendent of Montgomery County Public Schools ("Superintendent" hereinafter) may change School Administrator's months of employment from eleven to ten or twelve months; however, any such change is considered a temporary, special duty pursuant to N.C.G.S. 115C-325.1(2) and any return to eleven months of employment in a fiscal year is at the sole discretion of the Superintendent and not a demotion as defined by law.

2. DUTIES: During School Administrator's Months of Employment in School Year, School Administrator shall devote his or her full time skill, labor, and attention to performing the duties of a school administrator of the Montgomery County Public School System (the "System") as assigned to School Administrator by the Superintendent. School Administrator shall discharge his or her official duties in accordance with the laws of the state, State Board of Education policy and regulations, Board policy, Board's or Superintendent's job description, and/or the direction of the Superintendent. These duties will pertain initially to School Administrator's Initial Position; however, should the Superintendent reassign School Administrator to a different position, the duties for that position will apply. School Administrator shall not acquire any entitlement or property interest in any particular position, or the honors, duties and responsibility of such position, and can be assigned and re-assigned by the Superintendent at any time to any position in the System, whether or not a 'school administrator' position, as long as School

Administrator is licensed or credentialed for such position (if the position requires licensing or credentialing). Regardless of assignment, at all times School Administrator will conform his or her conduct to the North Carolina State Board of Education's Code of Ethics for North Carolina Educators and Standards of Professional Conduct as set forth in 16 NCAC 6C .0601 and 16 NCAC 6C .0602, as the same are amended from time to time.

3. COMPENSATION. School Administrator's compensation in each year of this Contract is an amount determined by the salary schedule for School Administrator's position issued by the State of North Carolina[1] as supplemented by the System's salary schedule. Both schedules are set forth on the attached Salary Schedule with the System's schedule shown under "Local Allocation."[2] School Administrator will also be paid any advanced degree, or other compensation specifically approved for the position by the State of North Carolina.[3] The compensation, so calculated, is payable in equal monthly installments on the schedule normally used by the Board to compensate its personnel. In certain principal positions, the salary may be negotiated with the Superintendent

In addition to compensation determined by the salary schedules, the state or the Board may provide bonuses. These bonuses will be paid according to the terms of their appropriations.

Any component of School Administrator's compensation determined by his or her school meeting or exceeding growth, per G.S. 115C-83.15 or other state standard, in the current or previous years is deemed a merit-based supplement. Except as noted on the attached salary schedule, School Administrator's annual compensation may increase or decrease as a result of the application of the factors included in the state's and System's salary schedules, and/or the granting of, or eliminating of, bonuses or merit-based supplements.

In addition to a reduction in compensation resulting from elimination of bonuses or merit-based supplements, School Administrator's compensation may also be reduced if state or local funds to the System are reduced as a result of an economic emergency declared or recognized by the Governor, General Assembly, or Montgomery County Board of Commissioners, or by operation of law, and the compensation for all System employees is uniformly reduced, which may or may not involve "furlough."

In the event the Initial Position does not fall on a state or System salary schedule, School Administrator and the Board will agree to his or her compensation.

4. HOLD HARMLESS. During the term of this contract, if the Superintendent involuntarily transfers School Administrator to a position with lower pay on the state's and System's salary schedules, the School Administrator's compensation will not be reduced below his or her previous year's compensation unless (a) his or her compensation would have been reduced

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[1] For Central Office School Administrators, the Board has fixed the base salary within the salary range provided by the state.

[2] If School Administrator's appointment is effective after the normal start date for the position, the compensation for the first contract year will be determined on a monthly basis and paid accordingly.

[3] The state does not provide longevity or advanced degree supplements to all administrator positions. For example, school principals no longer receive these supplements.

as a result of elimination of bonuses or merit-based supplements had he or she stayed in his or her previous position, (b) there was a reduction in ADM at his or her previous school, or (c) any special or extra duty assigned to him or her is eliminated. In the case of a, b, or c, the School Administrator's compensation will be reduced accordingly.

If School Administrator requests a transfer to a position that has lower compensation, and if the Superintendent approves the transfer, School Administrator's compensation will be reduced accordingly.

5. GENERAL BENEFITS. School Administrator will receive health insurance, vacation and sick leave as these benefits are specified for public school system administrative employees under the laws and regulations of the State of North Carolina. School Administrator will participate in the Teachers' and State Employees' Retirement System as required by law or regulation. School Administrator will be reimbursed for job required travel according to Board policy.

6. PROFESSIONAL LICENSE. School Administrator shall hold and maintain throughout the term of this Contract valid and appropriate credentials or licenses to serve in the position assigned or re-assigned by Superintendent as prescribed by the laws of this state, the regulations of the State Board of Education and Board policy. Superintendent will not re-assign School Administrator to a position for which occupational credentials or a license is required, unless he or she has those credentials or license.

7. EVALUATION. The School Administrator shall be evaluated in accordance with the Board's policies and Superintendent's procedures and in accordance with state law and State Board of Education requirements.

8. DISMISSAL OR DEMOTION. During the term of this Contract, School Administrator may be dismissed or demoted only as provided in G.S. §115C-287.1 or as otherwise provided by law. Re-assignment to a different position will not be deemed a demotion as long as School Administrator's annual compensation, as calculated and provided in Section 3 above, is not reduced; however, the elimination or reduction of bonus payments, including merit-based supplements, and any reduction in salary that results from the elimination of any special or extra duty provided to School Administrator, and the corresponding reduction in compensation, as part of a reassignment, is not a demotion. Further, reduction in School Administrator's compensation, by furlough or otherwise, as a result of decreased funding to the System caused by an economic emergency declared or recognized by the Governor, General Assembly, or Montgomery County Board of Commissioners, or by operation of law, is not considered a demotion as long as the reduction in compensation is part of a uniform reduction in compensation to all employees of the System.

9. LIMIT ON LEAVE/DISABILITY. Subordinate to the provisions of the Americans With Disabilities Act and the Family and Medical Leave Act ("FMLA"), should School Administrator be unable to perform his or her duties by reason of illness, accident or other causes beyond his or her control and should said condition exist for a period of more than 180 calendar days, or if School Administrator should become permanently disabled to an extent that he or she

cannot perform the essential functions of his or her job with or without reasonable accommodation, the Superintendent may recommend and the Board, at its discretion, shall have the right to terminate this Contract, whereupon the respective duties, rights and obligations shall terminate and be void. This right of termination shall exist even if School Administrator has more than 180 days of accumulated sick leave or other leave, but such termination shall not affect his or her right to compensation according to the leave he or she has accrued. This Section 10 does not provide to School Administrator any leave which he or she has neither accrued nor is entitled to under FMLA and any absence from work beyond those days is grounds for the Board to terminate this contract. During any time School Administrator is on extended leave, the Superintendent may appoint an acting school administrator to carry out the duties of School Administrator.

10. NOTICE OF RESIGNATION. School Administrator must provide sixty (60) days prior written notice to the Superintendent of his or her intent to resign or retire during the term of this Contract or of his or her intent not to seek a contract extension or renewal.

11. INDEMNITY. Except in situations where the Board brings legal or administrative actions against the School Administrator, the Board agrees that to the maximum extent provided by applicable insurance or risk management coverage, it shall defend, hold harmless and indemnify School Administrator from any and all civil demands, claims, suits, actions and/or legal proceedings brought against School Administrator as agent and employee of the Board, provided the incident arose while School Administrator was acting within the scope of his or her employment. If School Administrator is arrested and/or tried for a crime, or becomes the subject of a criminal investigation, as a result of his or her official actions or inactions while acting in good faith within the scope of his or her employment, he or she shall have the right to ask the Board to provide a legal defense, and the Board will make such decision on providing the defense on a case by case basis guided by the School Administrator's apparent good faith action or inaction. If the Board provides such a defense to criminal charges or proceedings, and if the School Administrator is thereafter convicted of such criminal charges or a lesser included offense, School Administrator agrees to repay the Board the costs of such defense.

12. TERMINATION OF PRIOR CONTRACT. If School Administrator has an existing employment contract with the Board, it is mutually terminated as of the Effective Date of Appointment.

13. RELINQUISHMENT OF TENURE. If School Administrator has previously achieved status under state law as a career teacher or administrator, he or she voluntarily relinquishes such status by entering this contract.

14. CONFLICT OF INTEREST. School Administrator agrees to comply with all state statutes, Board policies and administrative regulations regarding conflicts of interest.

15. MODIFICATION. This Contract can only be modified or amended upon recommendation of the Superintendent and with the written consent of the Board and the Administrator.

16. PUBLIC RECORD. School Administrator acknowledges that this contract is a public record.

17. SAVINGS CLAUSE. If a specific clause or term of this Contract is found to be illegal or void by a competent court within North Carolina, the remaining provisions shall remain in full force.

IN WITNESS WHEREOF, the Superintendent has recommended and the Board has approved offering the terms hereof to School Administrator by majority vote, all as indicated by the signature of the Superintendent and Chairman of the Board below. Upon acceptance hereof by School Administrator by his or her signature below, this becomes a contract binding on the parties.

_____ Date_____
School Administrator

_____ Date_____
Dr. Dale Ellis, Superintendent

_____ Date_____
Mr. Steve DeBerry Chairperson

441 Page Street • P.O. Box 427
Troy, North Carolina 27371-0427
PHONE: (910) 576-6511 • FAX: (910) 576-2044

MONTGOMERY COUNTY BOARD OF EDUCATION

ADMINISTRATOR'S CONTRACT

THIS ADMINISTRATOR'S CONTRACT (hereinafter referred to as "contract"), dated effective July 1, 2022, by and between the MONTGOMERY COUNTY BOARD OF EDUCATION (hereinafter referred to as the "Board") and **Matthew Swain** hereinafter referred to as "Administrator");

In consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. TERM OF APPOINTMENT: The Board hereby employs, and the Administrator hereby accepts, to fulfill the duties and responsibilities as Director of Career and College Readiness for the Montgomery County School System for a term commencing July 1, 2022 and ending June 30, 2026. A 60-day notice must be given in writing to the Board if said Administrator resigns.

2. COMPENSATION: The Administrator, **Matthew Swain**, during the term of employment pursuant to this contract, shall be paid the annual salary of $74,551.56 and will be eligible for state increases each year of the contract.

All applicable statutes and board policies shall apply to this agreement for the duration of this contract.

IN WITNESS THEREOF, the board has caused the Contract to be executed on its behalf by its chairperson, and **Matthew Swain** has indicated acceptance of the terms and conditions set forth herein by affixing his signature, as of the date first written.

_____ (SEAL) _____ (DATE)
Administrator

By: _____ (SEAL) _____ (DATE)
Chairperson

Attest:_____ (SEAL) _____ (DATE)
Superintendent

441 Page Street • P.O. Box 427
Troy, North Carolina 27371-0427
PHONE: (910) 576-6511 • FAX: (910) 576-2044

MONTGOMERY COUNTY BOARD OF EDUCATION

ADMINISTRATOR'S CONTRACT

THIS ADMINISTRATOR'S CONTRACT (hereinafter referred to as "contract"), dated effective July 1, 2022, by and between the MONTGOMERY COUNTY BOARD OF EDUCATION (hereinafter referred to as the "Board") and **Matthew Woodard** hereinafter referred to as "Administrator");

In consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. TERM OF APPOINTMENT: The Board hereby employs, and the Administrator hereby accepts, to fulfill the duties and responsibilities as Executive Director for Auxiliary Services/Emergency Management for the Montgomery County School System for a term commencing July 1, 2022, and ending June 30, 2026. A 60-day notice must be given in writing to the Board if said Administrator resigns.

2. COMPENSATION: The Administrator, **Matthew Woodard**, during the term of employment pursuant to this contract, shall be paid the annual salary of $87,124.92 and will be eligible for state increases each year of the contract. In addition to salary compensation as stated, **Matthew Woodard** will also be paid for all travel pursuant to his position.

All applicable statutes and board policies shall apply to this agreement for the duration of this contract.

IN WITNESS THEREOF, the board has caused the Contract to be executed on its behalf by its chairperson, and **Matthew Woodard** has indicated acceptance of the terms and conditions set forth herein by affixing his signature, as of the date first written.

_____ (SEAL) _____ (DATE)
Administrator

By: _____ (SEAL) _____ (DATE)
Chairperson

Attest:_____ (SEAL) _____ (DATE)
Superintendent

Montgomery County Public School System
Contract for Professional Services
School Administrator

Effective Date of Appointment: **July 1, 2022**

School Administrator: **Sloan Bourgeois**

Initial Position (and Category, if applicable): **Principal**

Months of Employment in School Year: **12 Months**

Ending Date of Contract: **June 30, 2026**

THIS CONTRACT, effective as of the Effective Date of Appointment, is made pursuant to G.S. §115C-287.1 by and between the Montgomery County Board of Education, hereinafter referred to as "Board," and the School Administrator.

1. EMPLOYMENT AND TERM: The Board employs School Administrator for a term commencing on the Effective Date of Appointment and ending on the Ending Date of Contract. School Administrator accepts such employment according to the terms hereof. The Board may, to the extent permitted by state law, and with the consent of the School Administrator, extend or renew this contract. If School Administrator's Months of Employment in School Year is twelve months, those twelve months are the Board's fiscal year. Further, if this Contract is for eleven months of employment during a fiscal year, the Superintendent of Montgomery County Public Schools ("Superintendent" hereinafter) may change School Administrator's months of employment from eleven to ten or twelve months; however, any such change is considered a temporary, special duty pursuant to N.C.G.S. 115C-325.1(2) and any return to eleven months of employment in a fiscal year is at the sole discretion of the Superintendent and not a demotion as defined by law.

2. DUTIES: During School Administrator's Months of Employment in School Year, School Administrator shall devote his or her full time skill, labor, and attention to performing the duties of a school administrator of the Montgomery County Public School System (the "System") as assigned to School Administrator by the Superintendent. School Administrator shall discharge his or her official duties in accordance with the laws of the state, State Board of Education policy and regulations, Board policy, Board's or Superintendent's job description, and/or the direction of the Superintendent. These duties will pertain initially to School Administrator's Initial Position; however, should the Superintendent reassign School Administrator to a different position, the duties for that position will apply. School Administrator shall not acquire any entitlement or property interest in any particular position, or the honors, duties and responsibility of such position, and can be assigned and re-assigned by the Superintendent at any time to any position in the System, whether or not a 'school administrator' position, as long as School

Administrator is licensed or credentialed for such position (if the position requires licensing or credentialing). Regardless of assignment, at all times School Administrator will conform his or her conduct to the North Carolina State Board of Education's Code of Ethics for North Carolina Educators and Standards of Professional Conduct as set forth in 16 NCAC 6C .0601 and 16 NCAC 6C .0602, as the same are amended from time to time.

3. COMPENSATION. School Administrator's compensation in each year of this Contract is an amount determined by the salary schedule for School Administrator's position issued by the State of North Carolina[1] as supplemented by the System's salary schedule. Both schedules are set forth on the attached Salary Schedule with the System's schedule shown under "Local Allocation."[2] School Administrator will also be paid any advanced degree, or other compensation specifically approved for the position by the State of North Carolina.[3] The compensation, so calculated, is payable in equal monthly installments on the schedule normally used by the Board to compensate its personnel. In certain principal positions, the salary may be negotiated with the Superintendent

In addition to compensation determined by the salary schedules, the state or the Board may provide bonuses. These bonuses will be paid according to the terms of their appropriations.

Any component of School Administrator's compensation determined by his or her school meeting or exceeding growth, per G.S. 115C-83.15 or other state standard, in the current or previous years is deemed a merit-based supplement. Except as noted on the attached salary schedule, School Administrator's annual compensation may increase or decrease as a result of the application of the factors included in the state's and System's salary schedules, and/or the granting of, or eliminating of, bonuses or merit-based supplements.

In addition to a reduction in compensation resulting from elimination of bonuses or merit-based supplements, School Administrator's compensation may also be reduced if state or local funds to the System are reduced as a result of an economic emergency declared or recognized by the Governor, General Assembly, or Montgomery County Board of Commissioners, or by operation of law, and the compensation for all System employees is uniformly reduced, which may or may not involve "furlough."

In the event the Initial Position does not fall on a state or System salary schedule, School Administrator and the Board will agree to his or her compensation.

4. HOLD HARMLESS. During the term of this contract, if the Superintendent involuntarily transfers School Administrator to a position with lower pay on the state's and System's salary schedules, the School Administrator's compensation will not be reduced below his or her previous year's compensation unless (a) his or her compensation would have been reduced

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[1] For Central Office School Administrators, the Board has fixed the base salary within the salary range provided by the state.

[2] If School Administrator's appointment is effective after the normal start date for the position, the compensation for the first contract year will be determined on a monthly basis and paid accordingly.

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If School Administrator requests a transfer to a position that has lower compensation, and if the Superintendent approves the transfer, School Administrator's compensation will be reduced accordingly.

5. GENERAL BENEFITS. School Administrator will receive health insurance, vacation and sick leave as these benefits are specified for public school system administrative employees under the laws and regulations of the State of North Carolina. School Administrator will participate in the Teachers' and State Employees' Retirement System as required by law or regulation. School Administrator will be reimbursed for job required travel according to Board policy.

6. PROFESSIONAL LICENSE. School Administrator shall hold and maintain throughout the term of this Contract valid and appropriate credentials or licenses to serve in the position assigned or re-assigned by Superintendent as prescribed by the laws of this state, the regulations of the State Board of Education and Board policy. Superintendent will not re-assign School Administrator to a position for which occupational credentials or a license is required, unless he or she has those credentials or license.

7. EVALUATION. The School Administrator shall be evaluated in accordance with the Board's policies and Superintendent's procedures and in accordance with state law and State Board of Education requirements.

8. DISMISSAL OR DEMOTION. During the term of this Contract, School Administrator may be dismissed or demoted only as provided in G.S. §115C-287.1 or as otherwise provided by law. Re-assignment to a different position will not be deemed a demotion as long as School Administrator's annual compensation, as calculated and provided in Section 3 above, is not reduced; however, the elimination or reduction of bonus payments, including merit-based supplements, and any reduction in salary that results from the elimination of any special or extra duty provided to School Administrator, and the corresponding reduction in compensation, as part of a reassignment, is not a demotion. Further, reduction in School Administrator's compensation, by furlough or otherwise, as a result of decreased funding to the System caused by an economic emergency declared or recognized by the Governor, General Assembly, or Montgomery County Board of Commissioners, or by operation of law, is not considered a demotion as long as the reduction in compensation is part of a uniform reduction in compensation to all employees of the System.

9. LIMIT ON LEAVE/DISABILITY. Subordinate to the provisions of the Americans With Disabilities Act and the Family and Medical Leave Act ("FMLA"), should School Administrator be unable to perform his or her duties by reason of illness, accident or other causes beyond his or her control and should said condition exist for a period of more than 180 calendar days, or if School Administrator should become permanently disabled to an extent that he or she

cannot perform the essential functions of his or her job with or without reasonable accommodation, the Superintendent may recommend and the Board, at its discretion, shall have the right to terminate this Contract, whereupon the respective duties, rights and obligations shall terminate and be void. This right of termination shall exist even if School Administrator has more than 180 days of accumulated sick leave or other leave, but such termination shall not affect his or her right to compensation according to the leave he or she has accrued. This Section 10 does not provide to School Administrator any leave which he or she has neither accrued nor is entitled to under FMLA and any absence from work beyond those days is grounds for the Board to terminate this contract. During any time School Administrator is on extended leave, the Superintendent may appoint an acting school administrator to carry out the duties of School Administrator.

10. NOTICE OF RESIGNATION. School Administrator must provide sixty (60) days prior written notice to the Superintendent of his or her intent to resign or retire during the term of this Contract or of his or her intent not to seek a contract extension or renewal.

11. INDEMNITY. Except in situations where the Board brings legal or administrative actions against the School Administrator, the Board agrees that to the maximum extent provided by applicable insurance or risk management coverage, it shall defend, hold harmless and indemnify School Administrator from any and all civil demands, claims, suits, actions and/or legal proceedings brought against School Administrator as agent and employee of the Board, provided the incident arose while School Administrator was acting within the scope of his or her employment. If School Administrator is arrested and/or tried for a crime, or becomes the subject of a criminal investigation, as a result of his or her official actions or inactions while acting in good faith within the scope of his or her employment, he or she shall have the right to ask the Board to provide a legal defense, and the Board will make such decision on providing the defense on a case by case basis guided by the School Administrator's apparent good faith action or inaction. If the Board provides such a defense to criminal charges or proceedings, and if the School Administrator is thereafter convicted of such criminal charges or a lesser included offense, School Administrator agrees to repay the Board the costs of such defense.

12. TERMINATION OF PRIOR CONTRACT. If School Administrator has an existing employment contract with the Board, it is mutually terminated as of the Effective Date of Appointment.

13. RELINQUISHMENT OF TENURE. If School Administrator has previously achieved status under state law as a career teacher or administrator, he or she voluntarily relinquishes such status by entering this contract.

14. CONFLICT OF INTEREST. School Administrator agrees to comply with all state statutes, Board policies and administrative regulations regarding conflicts of interest.

15. MODIFICATION. This Contract can only be modified or amended upon recommendation of the Superintendent and with the written consent of the Board and the Administrator.

16. PUBLIC RECORD. School Administrator acknowledges that this contract is a public record.

17. SAVINGS CLAUSE. If a specific clause or term of this Contract is found to be illegal or void by a competent court within North Carolina, the remaining provisions shall remain in full force.

IN WITNESS WHEREOF, the Superintendent has recommended and the Board has approved offering the terms hereof to School Administrator by majority vote, all as indicated by the signature of the Superintendent and Chairman of the Board below. Upon acceptance hereof by School Administrator by his or her signature below, this becomes a contract binding on the parties.

_____ Date_____
School Administrator

_____ Date_____
Dr. Dale Ellis, Superintendent

_____ Date_____
Mr. Steve DeBerry Chairperson