CONSULTING AGREEMENT

The Montgomery County Schools Board of Education (the "Board") hereby retains the North Carolina School Boards Association (the "Association") to provide consulting and administrative services to the Board in the Board's search for a new superintendent.

Duties of the Association. The Association hereby agrees to provide the administrative services necessary to support the Board's search for a new superintendent, including:

1. Consulting with the Board about the superintendent search process
2. Advertising in multiple media
3. Sending and compiling applications
4. Answering telephone calls and corresponding with applicants
5. Arranging interviews
6. Checking references
7. Arranging for background checks
8. Protecting confidentiality
9. Conducting and processing surveys.

In addition, the Association shall conduct sex offender registry checks on each of its employees or agents who, pursuant to this Contract, will perform any duties on a school campus or at a school-sponsored event, except that checks shall not be required for individuals who are solely delivering or picking up equipment, materials or supplies at the administrative office or loading dock of a school, at non-school sites, at schools closed for renovation, or at school construction sites. Such checks shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. No employee who appears on any of these registries may provide any services on school system property or at a school-sponsored event.

Duties of the Board. The Board hereby agrees to the following financial terms:

1. After the superintendent search process has been completed, the Board agrees to pay to the Association the sum of $21,500.00 for services rendered.
2. The Board further agrees to reimburse the Association for all reasonable and documented out-of-pocket expenses incurred by the Association in conducting the search, such as the cost of advertising for the position, the travel, hotel and meal costs reimbursed to those candidates interviewed, any mileage or hotel costs for NCSBA employees, and costs incurred by NCSBA for extensive copying or supplies.

For-Cause Termination by NCSBA. The Board understands that under NCSBA's organizational bylaws, NCSBA may provide superintendent search services only to school systems that are members of NCSBA. If at any time the Board chooses to

resign its membership in NCSBA this consulting agreement will terminate at the end of the last fiscal year in which the board is a member of NCSBA.

Effect of Termination. Termination of this agreement shall not cancel the Board's responsibility for payment of any applicable fees for services rendered prior to termination. Upon termination, the Board agrees to provide NCSBA payment for services rendered as of the date of payment, calculated as the lesser of: (1) a total hourly fee of $150/hr for estimated attorney time spent working on the search and $75/hr for estimated administrative staff time spent working on the search; or (2) the full consulting fee of $21,500. In addition, the Board agrees to reimburse the Association for any reasonable and documented expenses incurred by the Association in conducting the search, up to the date of termination.

Executed this _____ day of _____, 2024.

For the MCS Board of Education

By: Ms. Anne Evans

Title: Chair

Date of Board Approval: 12/10/24

Signature: Anne Evans

For the North Carolina School Boards Association

By: Leanne Winner

Title: Executive Director

Signature: _____

Attest: Mr. Wade Auman

Title: Interim Superintendent

Signature: _____

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

By: Mitch Taylor

Title: Chief Financial Officer

Signature: Mitch Taylor