

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

AMENDMENT NO. 3
TO CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of the August 27, 2019, by and between **THE JACKSON COUNTY BOARD OF EDUCATION**, (hereinafter called the "Board") and **Jacob Buchanan** (hereinafter called the "Employee").

WHEREAS, the Employee is currently employed by the Board pursuant to a contract dated DATE hereinafter called "the CONTRACT"); and

WHEREAS, the Board and the Employee desire to amend the CONTRACT as stated herein effective DATE.

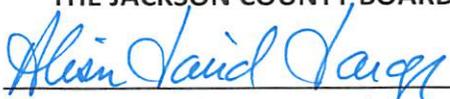
NOW THEREFORE, the Board and the Employee, for and in consideration of the covenants and agreements contained in this AMENDMENT No. 1 to the CONTRACT and other good and valuable consideration the sufficiency of which is hereby acknowledged, amend and revise said CONTRACT as follows:

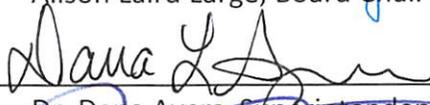
1. The Employee's term of employment is hereby extended by mutual agreement until May 30, 2025.

IN WITNESS WHEREOF, the Board has caused this Amendment No. 3 to be executed in its name by its Chairperson and the Employee has executed this Amendment No. 3 by his signature thereto.

This the 16th ^{November} day of ~~June~~ 2021.

THE JACKSON COUNTY BOARD OF EDUCATION

By: 
Alison Laird Large, Board Chair

By: 
Dr. Dana Ayers, Superintendent

By: 
Employee Signature

Pre-Audit Certificate: This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act (G.S. § 115C-441).


Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

AMENDMENT NO. 3
TO CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of the August 27, 2019, by and between **THE JACKSON COUNTY BOARD OF EDUCATION**, (hereinafter called the "Board") and **Jacob Buchanan** (hereinafter called the "Employee").

WHEREAS, the Employee is currently employed by the Board pursuant to a contract dated DATE hereinafter called "the CONTRACT"); and

WHEREAS, the Board and the Employee desire to amend the CONTRACT as stated herein effective DATE.

NOW THEREFORE, the Board and the Employee, for and in consideration of the covenants and agreements contained in this AMENDMENT No. 1 to the CONTRACT and other good and valuable consideration the sufficiency of which is hereby acknowledged, amend and revise said CONTRACT as follows:

1. The Employee's term of employment is hereby extended by mutual agreement until May 30, 2025.

IN WITNESS WHEREOF, the Board has caused this Amendment No. 3 to be executed in its name by its Chairperson and the Employee has executed this Amendment No. 3 by his signature thereto.

This the _____ day of June 2021.

THE JACKSON COUNTY BOARD OF EDUCATION

By: Alison Laird Large
Alison Laird Large, Board Chair

By: Dana Ayers
Dr. Dana Ayers, Superintendent

By: [Signature]
Employee Signature

Pre-Audit Certificate: This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act (G.S. § 115C-441).

[Signature]
Finance Officer



STATE OF NORTH CAROLINA
COUNTY OF JACKSON

CONTRACT FOR PROFESSIONAL SERVICES
AMENDMENT #2

THIS AMENDMENT authorized by the Board of Education during its open session meeting on August 27, 2019, by and between **THE JACKSON COUNTY BOARD OF EDUCATION**, (hereinafter called the "Board") and **JACOB BUCHANAN**, (hereinafter called the "Assistant Superintendent").

WHEREAS, the Assistant Superintendent has been employed by the Board since June 15, 2018 pursuant to a contract dated February 26, 2018 and amended June 26, 2018; and

WHEREAS, it is the desire of the Board and the Assistant Superintendent to amend the Contract.

NOW, THEREFORE, the Board and the Assistant Superintendent, for and in consideration of the covenants and agreements contained in this amendment to the Contract and other good and valuable consideration, amend and revise the Contract pursuant to official action taken by the Board on the 27th day of August, 2019, as follows:

1. The Employee's term of employment is hereby extended by mutual agreement until June 30, 2023.
2. The Employee's salary is hereby increased by 3%, effective as of July 1, 2019.
3. Except as amended herein, the remaining terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Board has caused this Amendment to be executed in its name by its Chairman and the Assistant Superintendent consents to and has executed this Amendment by his signature hereto.

+ 20% local supplement
KJB

JACKSON COUNTY BOARD OF EDUCATION

By: Ali Laird-Large (SEAL)
Ali Laird-Large, Board Chair

By: Jacob Buchanan (SEAL)
Jacob Buchanan, Assistant Superintendent

PRE-AUDIT CERTIFICATE:

This instrument has been pre-audited in the matter required by the School Budget and Fiscal Control Act (G.S. § 115C-441)

Kristie Walker, CFO
Kristie Walker, Finance Officer

Approved as to Form:

John F. Henning, Jr.
John F. Henning, Jr., Board Attorney



STATE OF NORTH CAROLINA
COUNTY OF JACKSON

AMENDMENT NO. 2
TO CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of the 23rd day of September, 2019, by and between **THE JACKSON COUNTY BOARD OF EDUCATION**, (hereinafter called the "Board") and **Angela Dills** (hereinafter called the "Employee").

WHEREAS, the Employee is currently employed by the Board pursuant to a contract dated June 14, 2018 (hereinafter called "the CONTRACT"); and

WHEREAS, the Board and the Employee desire to amend the CONTRACT as stated herein effective July 1, 2018.

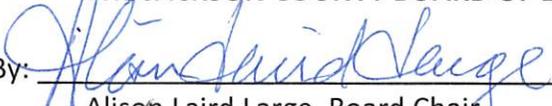
NOW THEREFORE, the Board and the Employee, for and in consideration of the covenants and agreements contained in this AMENDMENT No. 1 to the CONTRACT and other good and valuable consideration the sufficiency of which is hereby acknowledged, amend and revise said CONTRACT as follows:

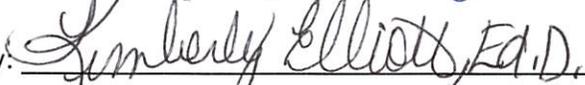
1. Effective April 1, 2019, the employee shall be paid \$81,470.50 annually;
2. Effective July 1, 2019 the employee shall receive an increase to their annual base salary in the amount of \$2,840.76;
3. Employee shall continue to receive local longevity supplement of 4% for the duration of the contract;
4. Employee shall receive any future state raises, longevity, bonuses, local supplement, and local longevity;
5. Except as amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

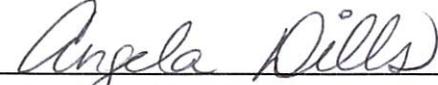
IN WITNESS WHEREOF, the Board has caused this Amendment No. 2 to be executed in its name by its Chairperson and the Employee has executed this Amendment No. 2 by her signature thereto.

This the _____ day of September 2019.

THE JACKSON COUNTY BOARD OF EDUCATION

By: 
Alison Laird Large, Board Chair

By: 
Dr. Kimberly Elliott, Superintendent

By: 
Employee Signature

Pre-Audit Certificate: This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act (G.S. § 115C-441).


Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

AMENDMENT NO. 1
TO CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of the _____ day of April, 2019, by and between THE JACKSON COUNTY BOARD OF EDUCATION, (hereinafter called the "Board") and Angela Dills (hereinafter called the "Employee").

WHEREAS, the Employee is currently employed by the Board pursuant to a contract dated June 14, 2018 (hereinafter called "the CONTRACT"); and

WHEREAS, the Board and the Employee desire to amend the CONTRACT as stated herein effective April 1, 2019.

NOW THEREFORE, the Board and the Employee, for and in consideration of the covenants and agreements contained in this AMENDMENT No. 1 to the CONTRACT and other good and valuable consideration the sufficiency of which is hereby acknowledged, amend and revise said CONTRACT as follows:

1. Effective April 1, 2019, the employee shall be paid \$79,971.08 annually;
2. Effective July 1, 2019 the employee shall receive an increase to their annual base salary in the amount of \$2,840.76.
3. Employee shall continue to receive local supplement of 4% for the duration of this contract;
4. Employee shall receive any future state raises, longevity, bonuses, local supplement, and local longevity;
5. Except as amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

IN WITNESS WHEREOF, the Board has caused this Amendment No. 1 to be executed in its name by its Chair and the Employee has executed this Amendment No. 1 by his signature thereto.

This the _____ day of April 2019.

THE JACKSON COUNTY BOARD OF EDUCATION

By: Alison Laird-Large
Alison Laird-Large, Board Chair

By: Kimberly Elliott, Ed.D.
Dr. Kimberly Elliott, Superintendent

By: Angela Dills
Employee Signature

Pre-Audit Certificate: This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act (G.S. § 115C-441).

Uwaxen
Finance Officer

JACKSON COUNTY BOARD OF EDUCATION
CONTRACT FOR PROFESSIONAL SERVICES

For Angie Dills

- TERM OF APPOINTMENT:** The Jackson County Board of Education (hereinafter "Board") hereby employs, and Angie Dills (hereinafter "employee") hereby accepts employment as the **Middle/Secondary Education, and CTE Director** in the Jackson County Public School System for a term beginning July 1, 2018 and ending June 30, 2022.
- LICENSURE:** The employee agrees to hold appropriate licensure for the employee's position as a central office administrator and will continue to maintain this licensure through the term of this contract, if applicable.
- DUTIES AND RESPONSIBILITIES:** The employee, during the term of this contract, agrees to perform faithfully all of those duties required by federal or state law, the Board, the Superintendent, and the employee's supervisors. It is agreed that this contract does not create any right or interest in any particular duty, responsibility or position.
- COMPENSATION:** For services rendered pursuant to this contract, the employee shall be paid \$ 74,971.08 annually ("annual base salary"). In addition, employee shall receive applicable state raises, longevity supplements, and/or bonuses. Subject to approval by the Board of Education employee shall also receive any applicable local supplement, and/or any local longevity supplement. Effective July 1, 2019, the employee shall receive an increase to their annual base salary in the amount of \$ 2,840.76.
- BENEFITS:** The employee shall receive leave and other benefits in accordance with state law and regulations and local board policy.
- CONTRACT RENEWAL:** This contract may be renewed as provided by law.
- DISMISSAL OR DEMOTION:** During the term of this contract, the employee may not be dismissed or demoted except as allowed by N.C.G.S. 115C-325.
- TRANSFER:** During the term of this contract, the employee may be transferred to another position in the school system at the discretion of the Board or the Superintendent. Transfer of the employee is not a transfer to a lower paying position, and thus not a demotion, if the employee's salary is maintained at the previous salary amount.
- RESIGNATION:** The employee agrees to give a 30-day prior written notice to the Superintendent of intent to resign during the term of this contract or intent not to seek renewal of this contract.
- MODIFICATION:** This contract may be modified or amended with the written consent of the board and the employee. All terms are subject to modification or amendment unless otherwise provided by law.
- SAVINGS CLAUSE:** If, during the term of this contract, it is found that a specific clause of this contract is illegal under federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

This the 14th day of June 2018.

Angie Dills (SEAL)
Employee

JACKSON COUNTY BOARD OF EDUCATION

BY: Ken Henke (SEAL)
Mr. Ken Henke, Board Chairperson

Attest: Kim Elliott (SEAL)
Dr. Kim Elliott, Superintendent

Pre-Audit Certificate: This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act (G.S. § 115C-441). [Signature], Finance Officer

Handwritten notes: 7 SB, 2018-19, 1499.42, not included in amount, 716,470.50

**JACKSON COUNTY SCHOOLS
SCHOOL ADMINISTRATOR CONTRACT**

1. **TERM OF APPOINTMENT:** The Jackson County Schools Board of Education hereby employs, and Teri Walawender (“Administrator”) hereby accepts employment as an administrator in the Jackson County School System for a term commencing 2019-2020 and ending 2023-2024 and employment lasting 12 months per year.

2. **LICENSURE:** The Administrator agrees to hold or be qualified to hold appropriate licensure for the Administrator’s position and will continue to maintain this licensure through the term of this contract.

3. **DUTIES AND RESPONSIBILITIES:** The Administrator, during the term of this contract, agrees to perform faithfully all those duties required by federal or state law, the Board, the Superintendent and the Administrator's supervisors. It is agreed that this contract does not create any right or interest in any particular duty, responsibility or position.

4. **COMPENSATION:** Annual State Salary and Annual Local Salary as described below shall be paid in equal monthly installments.

- a) **Annual State Salary:** Administrator is entitled to compensation hereunder in accordance with the applicable state salary schedule. In accordance with state law, the annual salary payable to Administrator under this Contract from State funds is set by the North Carolina General Assembly and certified annually by the North Carolina State Board of Education. The total amount payable from State funds is hereafter referred to as the “Annual State Salary.” In addition to the Annual State Salary, the Administrator may qualify for additional State-paid bonuses or other amounts limited to one or more years of this Contract, which amounts shall not be part of the Annual State Salary. The exact dollar amount of the Annual State Salary due and payable to the Administrator during any contract year is set by the General Assembly and may fluctuate by operation of law. Administrator is entitled to any resulting increase in Annual State Salary by operation of law. **Pursuant to N.C.G.S. §115C-325.1(2)(e), any reduction in the Administrator’s salary resulting from a reduction in State funds due to (i) school growth scores, as provided in the Principal Salary Schedule, or (ii) a decline in the average daily membership of the Administrator’s school, is not a demotion.**

b) **Annual Local Salary:** In addition to the Annual State Salary payable to Administrator, the Board may provide an Annual Local Salary ("supplement") for the additional and special duties the Administrator undertakes as part of his/her position, including, but not limited to, attending and supervising after-hour and weekend school events. For the duration of this contract, Principal shall receive a 4% local supplement. In accordance with N.C.G.S. § 115C-325.1(2), it is agreed by the Parties that a reduction of the supplement shall not constitute a demotion under the law, if the reduction is due to a transfer to a smaller school, for the reduction of additional or special duties, or for other valid and lawful reasons. For the purposes of this Contract, the parties stipulate that assignment to a high school requires more special duties than an assignment to a middle school and that assignment to a middle school requires more special duties than assignment to an elementary school.

If the Board determines to pay the Administrator a local supplement on a percentage basis of the Administrator's Annual State Salary and the Administrator is serving in a principal position, the amount of the supplement shall be computed as a percentage of the designated Base Monthly Salary of the North Carolina Principal Salary Schedule for the size of school in which the Administrator is assigned.

5. **BENEFITS:** The Administrator shall receive leave and other benefits in accordance with state law and regulations and local board policy.

6. **CONTRACT RENEWAL:** This contract may be renewed as provided by law.

7. **DISMISSAL OR DEMOTION:** During the term of this contract, the Administrator may not be dismissed or demoted except as allowed by N. C. Gen Stat. 115C-325.1 *et seq.*

8. **TRANSFER:** During the term of this contract, the Administrator may be transferred to another position in the school system at the discretion of the Board or the Superintendent.

9. **RESIGNATION:** The Administrator agrees to give a 60-day prior written notice to the Superintendent of intent to resign during the term of this contract or intent not to seek renewal of this contract.

10. **MODIFICATION:** This contract may be modified or amended with the written consent of the Board and the Administrator. All terms are subject to modification or amendment unless otherwise provided by law.

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

This the 1 day of July, 2019.

Administrator (SEAL)

BOARD OF EDUCATION
Alison Kindberg (SEAL)
Chair
Attest: Kimberly Elliott
Secretary to Board of Education

Addendum to Employment Contract

This Addendum to Monday, July 1, 2019, Employment Contract is an addendum to the Employment Contract between JACKSON COUNTY SCHOOLS ('Employer') and Teresa L Walawender ('Employee'), which is dated Monday, July 1, 2019 ('the Employment Contract') and shall become effective as of today, Friday, June 21, 2019. The Employment Contract is attached and made a part of this document.

The parties, for good consideration, hereby agree as follows:

- That by selecting the "I Accept" button, you are signing this Contract electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Contract. By selecting "I Accept" you consent to be legally bound by this Contract's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, or similar action constitutes your signature (hereafter referred to as "E-Signature"), as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature.

Teri Walawender

Teresa L Walawender
Employee

Dated
6/21/2019

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

AMENDMENT NO. 2
TO CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of the 2nd day of August, 2021, by and between THE JACKSON COUNTY BOARD OF EDUCATION, (hereinafter called the "Board") and Teresa Walawender (hereinafter called the "Employee").

WHEREAS, the Employee is currently employed by the Board pursuant to a contract dated July 1, 2019 (hereinafter called "the CONTRACT"); and

WHEREAS, the Board and the Employee desire to amend the CONTRACT as stated herein effective August 2, 2021.

NOW THEREFORE, the Board and the Employee, for and in consideration of the covenants and agreements contained in this AMENDMENT No. 2 to the CONTRACT and other good and valuable consideration the sufficiency of which is hereby acknowledged, amend and revise said CONTRACT as follows:

1. Effective August 2, 2021, Employee's contract shall be amended to reflect a promotion to the position of Human Resources Director;
2. Effective August 2, 2021 and during the remaining term of this contract, Employee agrees to perform faithfully all of those duties required by federal or state law, the Board, the Superintendent, and the employee's supervisors. It is agreed that this contract does not create any right or interest in any particular duty, responsibility or position.
3. Effective August 2, 2021, Employee will be paid \$83,179.20 annually;
4. Employee shall continue to receive local supplement of 4% for the duration of this contract;
5. Employee shall receive any future state raises, longevity, bonuses, local supplement, and local longevity;
6. Except as amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

IN WITNESS WHEREOF, the Board has caused this Amendment No. 1 to be executed in its name by its Chair and the Employee has executed this Amendment No. 1 by his signature thereto.

This the 5 day of January 2022.

THE JACKSON COUNTY BOARD OF EDUCATION

By: Alison Laird Large
Alison Laird-Large, Board Chair

By: Dana L Ayers
Dr. Dana Ayers, Superintendent

By: [Signature]
Employee Signature

Pre-Audit Certificate: This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act (G.S. § 115C-441).

Walawender
Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made and entered into effective as of July 1, 2021, by and between **THE JACKSON COUNTY BOARD OF PUBLIC EDUCATION** (hereinafter called the "Board") and **Dana L. Ayers, Ed. D.** (hereinafter called "the Superintendent").

The Board and the Superintendent, for and in consideration of the covenants and agreements contained in this Contract and other good and valuable consideration, contract and agree as follows:

1. Employment, Term, Residence and Oath of Office

The Board hereby employs the Superintendent and the Superintendent does hereby accept employment as Superintendent of the Schools of the Jackson County Public School Administrative Unit for a term beginning June 1, 2021 and ending May 31, 2025. In the event that the Superintendent is available to begin work earlier than June 1, 2021, the end date for this Agreement shall be adjusted accordingly to remain four years in length without further Board action. The Superintendent shall reside in Jackson County, North Carolina. The Superintendent shall take the oath of office required by N.C. Gen. Stat. § 115C-272 before assuming the duties of Superintendent.

The Board may, by specific action and with the consent of the Superintendent, extend the term of this Agreement to the extent permitted by state law. The Board shall consider any such extension at the time of its annual evaluation of the Superintendent.

2. Professional Certification

The Superintendent shall qualify for, and obtain prior to the beginning of the term of her employment, and shall maintain throughout the term of her employment, a valid and appropriate certificate to act as Superintendent as prescribed by the laws of the State of North Carolina and the regulations of the North Carolina State Board of Education (hereinafter called the "State Board"). In lieu of any required certificate, the Board, at its sole election, may qualify the Superintendent for office using any method provided by law.

3. Duties

The Superintendent shall perform such educational duties as may be prescribed by the Board from time to time, including, but not limited to, the duties of Superintendent of Schools in the Jackson County Public School Administrative Unit and ex-officio secretary of the Board as prescribed now and from time to time during the term of this Contract by state and federal laws, rules and regulations. Without limiting the generality of the foregoing, the Superintendent shall be the chief executive officer of the Board and shall be responsible for all student affairs, instructional and curriculum affairs, employment affairs, fiscal affairs, and business affairs, subject to those powers which are reserved to the Board by law, board policy, or board decision. The Superintendent, subject to Board Policy or directive, shall direct and assign teachers and other employees of the schools under her supervision; shall organize, re-organize, and arrange the administrative and supervisory staff, including instruction and business affairs, as she deems in the best interest of the Jackson County Public School System; shall select all personnel subject to approval of the Board of Education as required by law; shall have the authority to accept resignations of personnel, for and on behalf of the Board of Education; and in general perform all duties incident to the office of Superintendent as provided by law, including but not limited to, those duties more particularly described by N.C. Gen. Stat. § 115C-276. The Board individually

and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation. Individual Board members shall refrain from interference with the administration of school policies except through Board action.

4. Compensation

a. The Board shall compensate the Superintendent for services by paying the Superintendent a **Total Annual Salary** of \$125,000.00 to be paid from a combination of State and local funds, or other funds as the Board may choose, including but not limited to any local supplement provided by the Board or the Board of County Commissioners that is paid to all eligible employees of the Board as determined by the Board of Education and/or County Commissioners. The Total Annual Salary includes any state-paid longevity and education level supplements according to the State salary schedule.

b. The Superintendent shall be paid her Total Annual Salary less such amounts that are required to be withheld from such salary by state, federal, and local laws, rules, and regulations, in equal monthly installments at the time salaries of other professional employees of the Board are paid in accordance with N.C.G.S. § 115C-272(b); and

c. The Superintendent shall be entitled to any salary increases, including vacation days, provided by the State government or County Commissioners in which other Central Office employees of the Board are entitled

d. In the event that the State increases the maximum State funds allotted to the Jackson County Board of Public Education for the position of Superintendent pursuant to the State Salary Scale for superintendents based on district ADM, the Superintendent shall automatically receive such increase to her base salary.

e. To the extent permitted by law, the Superintendent shall not experience a reduction in salary for any reason because of declining enrollment. However, if, at any time during the term of this Contract, the State of North Carolina withholds state funding specifically for the position of the Superintendent of Jackson County Public Schools, then the Board may withhold any such sums until said funding is released by the State, unless said withholding is the direct result of a Board directive to the Superintendent.

5. Reimbursable Expenses and Fringe Benefits

a. Transportation. The Board will provide the Superintendent with a vehicle for travel within Jackson County. In addition, the Board shall reimburse the Superintendent for out-of-county travel in her personal vehicle at the same rate as provided for all employees. Upon approval by the Board, the Superintendent may use public transportation (i.e. airplane) for travel outside of North Carolina.

b. Professional and Civic Organizations. The Superintendent is encouraged to become a member of appropriate local, state, and national professional and civic organizations. The Superintendent shall (except in emergencies) attend and participate in all required and appropriate optional meetings and programs of the State Board of Education, the State Superintendent of Public Instruction, and the State Department of Public Instruction. The expenses of membership in these organizations and attendance at the meetings and programs (including travel, meals, and lodging) will be approved by the Chairman of the Board and paid by the Board. Civic club participation is encouraged and dues will be paid by the Board. The Superintendent shall file itemized expense statements with the School Finance Officer for reimbursement of such expenses in accord with the Board policy and good accounting practice. Requests for reimbursement of expenses in excess of those allowed by Board policy must be approved in writing by the Chair of the Board.

c. Miscellaneous. The Board shall provide the Superintendent with communication and technology equipment as needed and will reimburse the Superintendent for other reasonable expenses incurred in the discharge of her duties.

6. Vacation, Holidays, Sick Leave and Health Benefits

a. The Superintendent shall accrue and use annual leave days and sick leave days in accordance with state law and State Board policy.

b. The Superintendent shall receive the same life, dental and health insurance coverage, and retirement benefits, granted to other professional employees of the Board by the Board, the State Board of Education, and the State of North Carolina. In addition, the Board agrees to reimburse the Superintendent for her portion of family health, dental, and comprehensive vision (including eyewear plan). The Superintendent and Finance Officer shall establish a schedule for said reimbursements.

c. The Board may, at the Superintendent's request, withhold or transfer an amount of the Superintendent's Total Annual Salary into a tax deferred retirement plan or tax deferred annuity plan available to the Superintendent or other professional employees of the Board.

d. The Board shall reimburse the Superintendent for reasonable expenses incurred by the Superintendent 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, public and private funding opportunities, grants, and for other reasons. The Superintendent shall submit itemized expense statements to the Chair of the Board for approval of reimbursement of these expenses. Approval shall not be unreasonably withheld.

7. Medical Examination and Information and Disability

a. Medical Examination. Prior to taking office and every year thereafter, the Superintendent agrees to undergo a medical examination by a licensed physician, and to provide

the Board with a statement from the physician certifying to the physical competency of the Superintendent to fulfill her duties and responsibilities. This information shall be treated as confidential by the Board. The Board shall pay the reasonable expense of such medical examinations. In the event of serious illness or disability, the Superintendent upon request by the Board, shall furnish additional written medical records to the Board and these shall be treated as confidential personnel information.

b. **Disability.** Should the Superintendent be unable to perform any or all of her duties by reason of illness, accident, physical or mental incapacity, or other cause beyond her control and should said disability exist for a period of more than sixty (60) days, excluding that period of time which the Superintendent would have been entitled to take compensatory leave as provided herein, sick leave or vacation leave, or both, or if said disability is permanent, irreparable, or of such nature as, in the discretion of the Board, will materially impair the performance of her duties, the Board may, at its option, and subject to applicable provisions of state and federal law regarding handicapping conditions and disabilities, terminate this agreement whereupon the respective duties, rights, and obligations hereof shall terminate. Should any claim for disability be necessary, the Board agrees to cooperate with the filing and processing of said claim.

8. Annual Evaluation

a. The Board shall provide the Superintendent periodic opportunities to discuss Superintendent and Board relationships and shall inform her, at least annually, of her performance perceived by the Board. This provision shall be read in accordance with existing Board of Education policy.

The Board will meet in closed session with the Superintendent by June 15th of each contract year for the purposes of evaluating the Superintendent's job performance and providing the Superintendent with an opportunity to comment on and discuss Superintendent and Board relations

with the Board. The evaluation shall be summarized in writing and delivered to the Superintendent within five (5) days after its completion. Following the Superintendent's evaluation, the Board may by specific action and with the consent of the Superintendent extend the termination date of this contract to the extent permitted by state law. Annually, directly after the Board has completed the Superintendent's evaluation, the Board may review her salary in light of the changes in the cost of living, inflation, and the Superintendent's performance and may determine whether or not to increase the salary for the following year. The annual salary of the Superintendent may be increased by amendment for any subsequent fiscal year during the term of this Contract. In no event, however, shall the salary adjustment reduce the annual salary below that of the preceding fiscal year. Any adjustments to the annual salary for subsequent years during the term of this Contract shall be in writing and shall be in the form of an amendment or addendum to this Contract.

9. 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 Jackson County School Administrative Unit. The Board recognizes that certain outside employment may have a beneficial impact on the Superintendent's professional growth or may not interfere with the Superintendent's performance of her duties and responsibilities. The Superintendent may accept a limited amount of outside employment on weeknights, weekends, holidays, and on vacation days, provided that the Board has approved the outside employment and found that the outside employment in no manner interferes with the Superintendent's performance of her duties and responsibilities.

10. 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 relevant statutes and any other state, federal or local laws, rules, and regulations, Board policies and State Board policies relating to conflicts of interest, bribes, kickbacks, gifts and favors.

11. Discipline and Termination of Employment

a. Dismissal and Discipline for Cause. The Board may discharge the Superintendent during the term of this contract for cause as provided by law, including the reasons set forth in N.C.G.S. § 115C-274 (including any subsequently enacted amendments thereto). Said reasons include, but are not limited to the following: 1) commission of an act this is a crime involving moral turpitude (as listed in N.C.G.S. § 115C-238.7) or conviction or plea of no contest in this or any other state of driving while impaired; 2) failure to follow any reasonable directives received by

the Superintendent from the Board and contained in the written job evaluation provided in Section 8 of this Contract; 3) disability or incapacity of the Superintendent as provided in Section 7(b) of this Contract; and 4) failure to maintain the appropriate Superintendent's certification, if required.

If a member of the Board has cause to believe that grounds exist for the Superintendent's discharge, said member may present to the Board a statement setting forth such grounds. Upon receipt of a report from the Superintendent of Public Instruction (as provided for in N.C.G.S. § 115C-274), or otherwise in order to provide due process, the Board may, at its option, appoint legal counsel to investigate any alleged grounds for dismissal and make a recommendation to the Board as to whether a hearing should be held to determine whether grounds for dismissal exist.

The Board shall not arbitrarily or capriciously call for the Superintendent's dismissal and the Superintendent shall have the right to written charges, notice of hearing and a fair hearing before the Board. If the Board has evidence of, or has received a report from the State Superintendent of evidence of, charges which, if true, would constitute a cause for dismissal hereunder, the Board shall, after twenty (20) days prior written notice to the Superintendent, hold a hearing at which 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 and evidence relevant to the charges. A transcript of the record and the proceedings before the Board shall be made available without charge to the Superintendent in the event an appeal is taken by the Superintendent from any action taken by the Board. The hearing shall be conducted during a closed session of the Board. If the Superintendent chooses to be accompanied by legal counsel at the hearing before the Board, she will pay the cost of her legal expenses. If, by the preponderance of the evidence, the Board determines that grounds for dismissal do exist and are substantiated, the Board may, by written resolution, order such dismissal and declare the office of the Superintendent vacant. Such

action to declare the office vacant shall be taken in open session in compliance with the North Carolina Open Meetings Law, N.C.G.S. § 143-318.11(a)(6).

Prior to any hearing before the Board, the Superintendent and the Board and/or its designees may agree to meet to discuss possible resolutions regarding the Superintendent's employment. If the parties meet prior to a hearing, the parties agree that the outcome and contents of the meeting shall not constitute a violation of the Superintendent's due process rights under this Contract or under State or federal law. Further, the parties agree that the meeting shall constitute settlement discussions and any statements made in the meeting, by either party, are confidential and shall not be admissible in any subsequent due process hearing or judicial proceeding.

In the event that the Superintendent does not wish to be heard regarding the charges against her, she shall notify the Board at least ten (10) days prior to the hearing date of her decision and such notice shall be in writing and contain the Superintendent's "notice of resignation in lieu of disciplinary proceedings" which notice shall be public record.

During any pending investigation and resulting disciplinary proceedings, the Board may suspend the Superintendent, with pay, for a reasonable period, not to exceed ninety (90) days.

If, after a hearing as described above, the Board determines that grounds exist for disciplining the Superintendent short of termination, the Board may suspend the Superintendent without pay for a reasonable period of time, not to exceed ninety (90) days.

b. Unilateral Termination by Superintendent. The Superintendent may, at any time, resign from her position, provided that she provides the Board with a minimum of ninety (90) days' notice of such resignation.

c. This Contract is personal in nature with regards to the services to be provided and cannot be assigned and shall terminate automatically in the event the Superintendent cannot continue in office or otherwise abandons or forfeits title to her office.

12. No Tenure or Career Status

The Board and the Superintendent agree that this Contract is for employment for a limited term of years, that this Contract is not a continuing contract, and that there is no express or implied agreement by the Board for employment of the Superintendent beyond the term set forth in this Contract. Should this contract expire without the Board affirmatively taking action to extend it, the Superintendent shall no longer be employed by the Board. The Board and the Superintendent further agree that the Superintendent is not eligible to obtain career status (tenure) and that this Contract of employment does not require the Superintendent to perform the responsibilities of a "teacher" as defined by N.C.G.S. § 115C-325.

13. Amendment

This Contract may be amended during its terms by mutual written agreement of the Board and the Superintendent. Any such amendment shall be in writing, approved by official action of the Board, and executed in writing on behalf of the Board by its Chairperson and executed by the Superintendent.

14. Governing Law

This Contract shall be governed and construed in accordance with the laws of the State of North Carolina and is further subject to any amendment, repeal or enactment of applicable provisions in the North Carolina General Statutes.

15. Multiple Originals

This Contract has been executed in four (4) originals, one (1) of which have been retained by the Board, one (1) of which has been retained by the Superintendent, and two (2) of which have been retained by the School Board Attorney.

**16. Public Record, Placement in Personnel File, and Filing
with the State Superintendent of Public Instruction**

The Board and the Superintendent agree that this Contract is a public record as defined by North Carolina law, that this Contract shall be placed in the official personnel file of the Superintendent maintained by the Board, and that a duplicate original of this Contract shall be filed with the State Superintendent of Public Instruction of North Carolina as required by North Carolina law.

17. Indemnity

The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent through the purchase of applicable liability coverage 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. If action is brought against the Superintendent by the Board, the Superintendent will bear the cost of her own defense, unless the Board's liability coverage applies. All liability coverage provided must be within the authority of the Board to provide under state and federal law. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

18. Severability

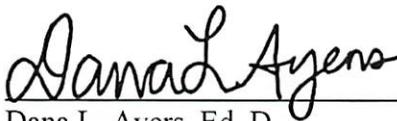
If a specific word, phrase, clause, sentence, paragraph, or any other part of this Contract is or is found to be illegal or unenforceable under federal or state law, the remainder of the Contract shall remain in force.

19. Representations and Warranties

The Superintendent represents and warrants that she has never been discharged from any prior employment for cause, resigned from employment to circumvent termination, or been charged with or convicted of a criminal offense under federal or any state laws not otherwise disclosed to the Board of Education (other than a minor traffic violation).

IN WITNESS WHEREOF, the Board has caused this Contract to be executed in its name by its Chairperson and the Superintendent has executed this Contract by her signature thereto.

SUPERINTENDENT


_____(SEAL)
Dana L. Ayers, Ed. D.
Superintendent

Date Signed: March 8, 2021

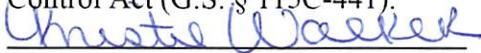
**THE JACKSON COUNTY
BOARD OF EDUCATION**


By: _____(SEAL)
Mrs. Al Laird-Large
Chairperson

Date Signed: 3/10/21

Pre-Audit Certificate:

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act (G.S. § 115C-441).



Christine Walker
Finance Officer

Approved as to form:
By: 

Board Attorney

Salaries	
Superintendent	\$127,969.44
Deputy Superintendent	\$126,119.52
HR Director	\$88,869.08
Finance Officer	\$78,412.56
Director of Student Services /Curriculum Officer	\$89,484.36

2020-2021

BONUS	POSITIONS	GROSS AMOUNT
COVID Relief Bonus	26	\$ 12,300.00
Sign-On Bonus	1	\$ 250.00
Longevity	4	\$ 2,288.33

2021-2022

BONUS	POSITIONS	GROSS AMOUNT
FT Staff Supplement	25	\$ 5,000.00
Longevity	3	\$ 1,381.46
SFRF Bonus	33	\$ 46,899.75
Retention	30	\$ 60,000.00

2020-2021

BONUS	POSITIONS	GROSS AMOUNT
COVID Relief Bonus	5	\$ 2,500.00
Bus Driver Monitor/Attendance	39	\$ 20,325.12
Longevity	3	\$ 784.26

2021-2022

BONUS	POSITIONS	GROSS AMOUNT
Bus Driver Monitor/Attendance	34	\$ 10,300.06
FT Staff Supplement	4	\$ 800.00
Longevity	5	\$ 3,324.59
SFRF Bonus	13	\$ 9,232.50
Retention	14	\$ 28,000.00

2020-2021

BONUS	POSITIONS	GROSS AMOUNT
COVID Relief Bonus	55	\$ 26,100.00
NCDHHS Bonus	10	\$ 2,900.00
Longevity	12	\$ 9,314.82
Summer School ESSER Bonus	64	\$ 16,200.00

2020-2021

BONUS	POSITIONS	GROSS AMOUNT
Summer School ESSER Bonus	59	\$ 18,600.00
FT Staff Supplement	51	\$ 10,200.00
June ESSER Bonus	2	\$ 600.00
Longevity	7	\$ 5,451.30
SFRF Bonus	58	\$ 84,112.50
Retention	55	\$ 110,000.00

2020-2021

BONUS	POSITIONS	GROSS AMOUNT
Retention Local Supplement	307	\$ 204,537.93
COVID Relief Bonus	332	\$ 151,900.00
Additional Responsibility Supplement	12	\$ 36,234.00
Summer School ESSER Bonus	69	\$ 41,400.00

2021-2022

BONUS
Additional Responsibility Supplement
ACTIVATE Supervisory Supplement
Blue Ridge Supplement
Blue Ridge Sign-On Bonus
CTE Bonus
Summer School ESSER Bonus
ESSER III Bonus
FT Certified Staff Supplement
June ESSER Bonus
Local Supplement
Teacher Bonus
SFRF Bonus
Retention

POSITIONS	GROSS AMOUNT
7	\$ 16,467.50
1	\$ 667.73
33	\$ 18,911.57
6	\$ 6,000.00
5	\$ 2,150.00
77	\$ 47,400.00
304	\$ 304,000.00
303	\$ 255,510.00
6	\$ 3,600.00
2	\$ 8,007.80
303	\$ 90,900.00
305	\$ 455,913.75
305	\$ 610,000.00

2020-2021

BONUS	POSITIONS	GROSS AMOUNT
COVID Relief Bonus	30	\$ 14,500.00
Quarterly Principal Supplement	6	\$ 9,582.33
Growth Supplement	2	\$ 14,534.00
Longevity	4	\$ 10,419.89
Local Longevity Supplement	9	\$ 15,656.85

2021-2022

BONUS	POSITIONS	GROSS AMOUNT
Quarterly Principal Supplement	4	\$ 4,681.60
Blue Ridge Supplement	2	\$ 1,200.00
Blue Ridge Retention Bonus	2	\$ 200.00
Blue Ridge Sign-On Bonus	1	\$ 1,000.00
ESSER III Bonus	32	\$ 32,000.00
ESSER SN Retention Bonus	1	\$ 275.00
FT Certified Staff Supplement	8	\$ 6,290.00
Growth Supplement	2	\$ 9,341.91
Local Longevity Supplement	9	\$ 12,550.06
Local Supplement	4	\$ 7,413.77
Longevity	9	\$ 21,774.34
SFRF Bonus	31	\$ 39,500.00
Retention	31	\$ 62,000.00

2020-2021		
BONUS	POSITIONS	GROSS AMOUNT
COVID Relief Bonus	42	\$ 18,000.00
P-Card Incentive	12	\$ 1,400.00
Longevity	12	\$ 13,528.62

2020-2021		
BONUS	POSITIONS	GROSS AMOUNT
ESSER SN Retention Bonus	1	\$ 375.00
FT Staff Supplement	40	\$ 8,000.00
Longevity	15	\$ 16,188.47
P-Card Incentive	14	\$ 1,400.00
SFRF Bonus	56	\$ 73,750.15
Retention Bonus	56	\$ 112,000.00

2020-2021

Retention Local Supplement
COVID Relief
ESSER - Non Cert
Bus Driver Monitor/Attendance
ESSER - Certified
December Afterschool
December NCDHHS
Local Longevity
Longevity
November Afterschool
November NCDHHS
P-Card Incentive
Quarterly Principal supplement
Sign-On Bonus
Additional Responsibility Supplement
Growth Supplement
Local Supplement

2021-2022

Quarterly Principal Supplement
Additional Responsibility Supplement
ACTIVATE Supervisory Supplement
Blue Ridge Supplement
Blue Ridge Retention Bonus
Blue Ridge Sign-On Bonus
Bus Driver Monitor/Attendance
CTE Bonus
ESSER Bonus - Certified
ESSER Bonus - Non-Certified
ESSER III Bonus
ESSER SN Retention Bonus
FT Certified Staff Supplement
FT Staff Supplement
Growth Supplement
June ESSER Bonus
June ESSER Bonus - Certified
Local Longevity Supplement
Local Supplement
Longevity
P-Card Incentive
Retention Bonus
SFRF Bonus 2022
Teacher Bonus

SMOKEY MOUNTAIN ELEM (K-8)

SCOTTS CREEK (K-8)

CULLOWHEE (CAMP LABORATORY ELEM) (K-8)

FAIRVIEW ELEM (K-8)

BLUE RIDGE (K-12)

Wilkes
Crescent
Dillsboro/441

Allens Branch

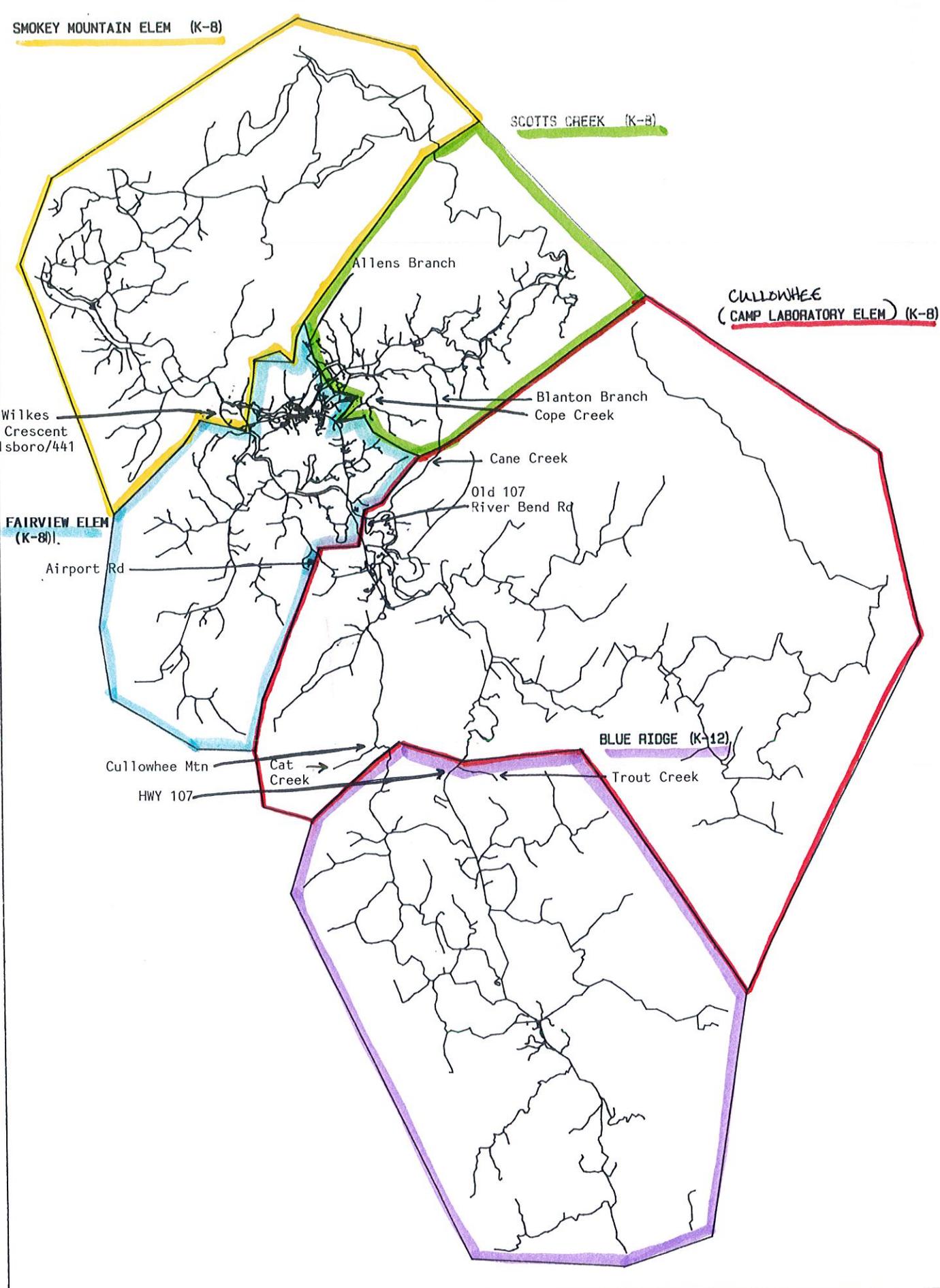
Blanton Branch
Cope Creek

Cane Creek
Old 107
River Bend Rd

Airport Rd

Cullowhee Mtn
HWY 107
Cat Creek

Trout Creek



**Jackson County Board of Education
Minutes of Special Called Meeting
Sylva, North Carolina
Central Office**

100 Smoky Mountain Drive

August 7, 2018

6:00 p.m.

The Jackson County Board of Education met in a Special Called Information Session at 6:00 p.m. on Tuesday, August 7, 2018, in the Auditorium at Smoky Mountain High School (SMHS), 100 Smoky Mountain Drive, Sylva, NC. The following members were present:

Ali Laird-Large
Wes Jamison
Abigail Clayton

Board Member Margaret McRae participated via telephone conference call.

Also present were Dr. Kimberly Elliott, Superintendent; Jacob Buchanan, Assistant Superintendent; Cora Fields, Board Assistant; and Mr. John Cort and Mr. Bruce Youngberg with Cort Architectural.

CALL TO ORDER

Ali Laird-Large, Vice Chair, called the information session to order.

MIDDLE SCHOOL INFORMATION AND LISTENING SESSION

Dr. Kimberly Elliott welcomed everyone in attendance. She thanked the board, parents, teachers, and administrators for attending the meeting. Dr. Elliott said that JCPS was asked to explore the concept of Middle School in Jackson County after several community members made a request of the board during the public comments at the March board meeting. Dr. Elliott stated that the board was very open-minded and were here to listen to options and public comments concerning Middle School in Jackson County. The board will review all information provided and decide on the next steps.

Dr. Elliott introduced Mr. John Cort and Mr. Bruce Youngberg with Cort Architectural Group. Mr. Cort provided a power point presentation with historical information on previous studies and construction. Mr. Cort discussed several options for Middle School that include:

1. Construct a new Middle School for 800 students on a new site which would reduce student population at all Elementary School allowing for significant student capacity growth at all facilities. Estimated cost - \$30,083,000.00
2. Construct a new Middle School facility for 800 students at the existing High School. Smoky Mountain High School would become a combined High School/Middle School. Estimated cost – \$14,464,500.00
3. Construct a new High School for 1000 students on a new site and convert the existing High School into a Middle School – Estimated Cost - \$39,000,000.00

4. Renovate one existing elementary school to become an 800 student Middle School. Redistrict displaced elementary students to other elementary school using classrooms vacated by Middle School students. Redistrict all remaining elementary schools.
 - a) Renovate Cullowhee Valley Elementary School – Estimated cost – \$5,835,000.00
 - b) Renovate Scotts Creek Elementary School – Estimated cost – \$3,160,000.00
 - c) Renovate Fairview Elementary School – Estimated cost - \$20,653,000.00

Estimated costs do not include the purchase price of the land or additional land for fields required at existing elementary schools.

TECHNICAL CORRECTIONS

Page 3 School of Alternatives Enrollment is 117
 SWCC Early College should read Jackson County Early College - JCEC

Mr. Cort opened the floor for questions:

- Q: Does the capacity in a school change with the age of the students?
A: The capacity is determined by a formula from DPI based on square footage, and can change annually.
- Q: Have there been any studies about costs of personnel?
A: JCPS provided staffing and facility funding information at the JCPS Funding Forum that was held last year. There is a trend to eliminate small schools due to overhead. It requires more staff for smaller schools.
- Q: Do the cost estimates include the cost of the land?
A: No, the cost estimates do not cover land acquisition or infrastructure. We would have to acquire 38 usable acres of land. If streams are included on the property that will change the amount of land needed.
- Q: Is there a comparison on the time between new construction and renovation?
A: For new construction plan on a minimum of two years. For renovations it could take a lot longer, depending upon relocation of students and services.

OPEN SESSION FOR PUBLIC COMMENTS

Mr. Ben Pendry: Mr. Pendry has two children, soon to be members of Cullowhee Valley Elementary School. He has experience with K-8 schools in his past that were typically underfunded. Mr. Pendry feels that middle schools better prepare students for the high school experience. His aunt was a middle school teacher and his mother was a school finance manager. He feels there is a better opportunity for students to learn and grow in middle schools. He said that he believes that the students who attend middle schools are receiving better preparation for high school than he did. He added that he couldn't think of any better use of our tax dollars or our bond energy, anything that we can bring to bear in enhancing the public education experience for Jackson County Public Schools. He is asking elected officials not to be afraid to pursue this, to invest in public education. He said that we are good at cutting

the budget and stretching the dollars, but we need to invest in infrastructure, quality instruction and teachers.

Ms. Rita Osorio: Ms. Osorio said she is in favor of middle schools. She said that she changed classes in fifth grade and feels that change helps transition to high school. She feels there is a difference developmentally for children in K-8 schools. Her daughter told her about seventh graders “making out” on the bus and that’s not something she said her 5 year old needs to see. Due to hormones their experiences are changing in middle school. She feel that behaviors on the bus between middle school age children and elementary children can cause kids to pick on the younger kids, and that it would be helpful to have them separate.

Ms. Kirsten Morgan: Ms. Morgan is a teacher with JCPS and a parent. She said that she was on the Middle School exploratory committee twenty years ago when the decision was made to keep K-8 schools in Jackson County. She stated that K-8 schools provide opportunities for student participation in athletics through their local school team, as well as the consolidated district team. She said that more students get to play with K-8 school teams. She said that students in K-8 schools have better attendance, fewer discipline issues, more opportunities to participate in school leadership roles, student government and provide better parent involvement. She said that K-8 students have better prepared emotionally and socially due to the school community where teachers and administrators watch and support these children throughout the elementary grades. She said that middle school would require longer bus routes. She stated that you can find studies that support both options. Ms. Morgan said that there are more opportunities for student involvement in K-8 schools, and more opportunity for working across age groups in K-8 schools. She said that K-8 schools offer the student the stability if a group of people who know the children and love the children.

Phil Haire: Mr. Haire said that he is in favor of middle school, as he was 20 years ago. He said that of the 100 counties in North Carolina, Jackson is one of only five to still do not have middle school. He feels that times have changed and kids are learning differently. Children in 5th and 6th grade are still developing, and that in 7th and 8th grade they are changing emotionally and socially. He asked that whatever JCPS does, the students need to be in separate facility for these middle grades to eat, learn, athletics etc. Today it’s education, tomorrow it’s the future. He thanked the board for looking at this and said “Don’t get buckled down by the dollars.”

Freya Kinner: Ms. Kinner is the parent of an 8th grade student at Cullowhee Valley Elementary School. She said that her son has had a great experience at Cullowhee. He has been able to take part in leadership and athletic opportunities. He looks up to his peers in the older grades as an example of what he can achieve. She said that her son has gained more confidence, self-esteem and that the continuity of the K-8 school is a positive thing. She feels that there are higher academic social and emotional support in K-8 schools, but that more research is needed.

Kelly Dinklemeyer: Ms. Dinklemeyer is a teacher at Western Carolina University and has a 5th grade child at Cullowhee Valley Elementary School. She loves the culture at a K-8 school. She sees the older kids helping the younger students and it is great. The older children are great leaders and set a good example for the younger grade students. Her kids look forward to being in the higher grades. She feels that the K-8 setting is better socially and emotionally. She said that research shows that there is a set-back after transition to a different school setting. Her child has developed strong relationships because

she knows the staff, which is really important. The K-8 setting has provided a solid base for her future. She said that all the options that were provided sound like they would be much harder for her family. She said that the money could be better spent in other ways in the classrooms. If it ain't broke – so please don't fix it, she said.

OPEN SESSION

Dr. Elliott thanked everyone for attending the information session. She said to email her or call her if they would like to provide additional comments. She reiterated that the board is open-minded and ready to listen to all options. Dr. Elliott thanked Mr. Cort and Mr. Youngberg for providing information and options to the board.

ADJOURNMENT

Ali Laird-Large thanked everyone for coming to the meeting and asked attendees to share the information with other interested parents and friends. She said that the board will consider all input from the community, parents and staff and make a good decision with their children in mind. She added that this is not the end of the discussion. JCPS is considering sending out a survey to determine interest in further pursuing middle school in Jackson County.

There being no objection, Vice Chair Ali Laird-Large adjourned the meeting at 7:10 p.m.

Mrs. Alison Laird-Large, Chair

Dr. Kimberly Elliott, Secretary

There was a reminder regarding the visit to a Statesville school with Johnson Controls, Inc.

April 29 was set as the date for NCSBA training.

On a motion by Larry Moss with a second by James Roper, the board unanimously voted to approve budget amendments presented by Finance Office Nancy Waldrop. These amendments are necessary to move funds to the line item for electricity. (attached)

On a motion by Larry Moss with a second by James Roper, the board unanimously voted to approve the following field trip requests.

1. Smoky Mountain High School selected biology students to Charlotte, March 24-26, 1996.
2. Smoky Mountain High Student Council to Hudson, NC, March 23-24, 1996
3. Smoky Mountain High School Host Students to Russia, March 27 - April 21, 1996
4. Selected Indian Students to Tahlequah, OH, April 11-14, 1996
5. Blue Ridge School 5th Grade to Atlanta, April 30-May 1, 1996
6. Scotts Creek 7th Grade to Camp Greenville, March 20-22, 1996
7. Scotts Creek 8th grade to Outer Banks, May 20-24, 1996
8. Smoky Mountain High HOSA to Greensboro, March 10-13, 1996
9. Smoky Mountain High Chorus to Greensboro, May 3-4, 1996

Nancy Sherrill gave an update on testing. Each board member was given a packet of information regarding last year's test scores. This showed how well our county had placed in their academic subject areas with state and region.

On a motion by Larry Moss with a second by Martha Queen, the board unanimously voted to accept the resignation of Dennis Bartlett, Vocational teacher at Smoky Mountain High.

On a motion by James Roper with a second by Martha Queen the board unanimously voted to approve the following employee recommendations of the superintendent.

1. Catherine Lorenz - Special Services Contract, Blue Ridge School
2. Anne Locke - Lifeguard for Swim Class (Part-time), Smoky Mtn. High
3. Danitta Edwards - Health & PE (Part-time), Smoky Mountain High
4. Gerald Parker - Math, Smoky Mountain High (Part-time) Smoky Mtn. High
5. Virginia Hawken - Pre-Algebra Teacher (Part-time), Smoky Mtn. High

On a motion by Larry Moss with a second by Martin Cook, the board unanimously voted to approve the following recommendations for substitute teaching.

- | | |
|-----------------------|-------------------|
| 1. Gerald W. Parker | 4. Will S. Gunter |
| 2. Ellen Fisher | 5. Nicole Hicks |
| 3. Rosemary McDermott | 6. Deborah Gore |

On a motion by Larry Moss with a second by James Roper, the board unanimously voted to adjourn.


Chairman


Secretary

Jackson County Board of Education
Called Meeting/Retreat
March 11, 1996
12:00 Noon

The Jackson County Board of Education met for a called meeting and retreat at 12:00 Noon on Monday, March 11, 1996, at the home of Dr. Ralph

Morgan in Riverwood. All members were present. The purpose of the meeting was to discuss performance contracting with Johnson Controls, Inc., and to have a general long and short-range planning retreat.

Chairman Mary Jane Dillard called the meeting to order.

Performance contracting in general was discussed; facility needs at some of the schools were reviewed. On a motion by Martin Cook with a second by Martha Queen, the board unanimously voted to make performance contracting a part of long range capital needs. Johnson Controls needs to be aware of our bigger plan.

Finance Officer Nancy Waldrop gave an informational presentation on budget amendments, why we have them, where the money comes from, and how it is allotted.

Other topics discussed were a school board sponsored personal physical fitness promotion; diversity issues; Scotts Creek School status; bond process; equipment; drug problems; character education; RIF policy; 1996-97 budget; redistricting; communication between social workers, Discovery I and II teams, guidance counselors, and the Operation Graduation program; gas storage tank at Blue Ridge and the tenure process.

The meeting adjourned at 8:00 p.m.


Chairman


Secretary

Jackson County Board of Education
Minutes
March 25, 1996
6:00 p.m.

The Jackson County Board of Education met in regular session on Monday, March 25, 1996, in the board room of the central office building. All members were present. The board met with students in the DISCOVERY I and II program and their parents for an informal informational presentation.

Mary Jane Dillard opened the meeting and commented favorably upon the meeting with the DISCOVERY students and parents and their teachers.

On a motion by Martha Queen with a second by James Roper, the board unanimously voted to go into closed session for the purpose of discussing personnel. During the closed session, in the interest of time, the swim team was asked to come before the board to be recognized for their excellent swimming season. Swim Coach Robert Gecan introduced the team and their parents and told how each member contributed to the winning season. It was noted that the team also has over a 3.4 g.p.a. for the year. On a motion by James Roper with a second by Larry Moss, the board unanimously voted to go out of closed session.

Jackson County Board of Education
Called Meeting
October 12, 1998
6:00 p.m.

The Jackson County Board of Education met for a called meeting on Monday, October 12, 1998, at 6:00 p.m., in the board room of the central office building. The purpose of the meeting was to receive and discuss the reports from the organizational sub-committees, to let the bid for the site preparation for the new Scotts Creek School, and personnel. All members were present.

Chairperson Martha Queen called the meeting to order. On a motion by James Roper with a motion by Ali Laird-Large, the board unanimously approved the agenda.

Assistant Superintendent Nancy Sherrill thanked the organizational sub-committees for their hard work in researching the organizational structure of the schools. Mike Clark was spokesperson for the Smoky Mountain district report. He stated that the elementary schools were better represented at the meetings than the high school. He read a statement the committee submitted as the result of their study.

Based on three public hearings, comments, and suggestions of community members and statistics, research, and other information studied by this committee, we recommend that we maintain the current PreK-8/9-12 organizational structure.

In addition to this statement, there were other areas of recommendation from the committee.

At this point the report from the Smoky Mountain district was interrupted to hear the Scotts Creek site preparation bid report. New Facilities Coordinator Clarence Hubbell reported two apparent low bids. The unit prices made the decision in the bid. Law Engineering and the civil engineering firm of W.K. Dickson looked at the unit items and made their best estimate of rock excavation and drain prices. Perry Alexander is the low bidder after all factors are taken into consideration. Architect Ron Smith and Mr Hubbell recommend Perry Alexander be awarded the bid. There were nine bidders and they gave good, competitive prices. If the bid is awarded tonight, the work could start as early as next week. The bid specifies that the footprint of the building and anything that affects the building of the school be finished by the first of April. There is a penalty that affects the finish date. On a motion by James Roper with a second by Ali Laird-Large, the board unanimously voted to award the site preparation bid to Perry Alexander.

Blue Ridge Principal Elizabeth Balcerak presented the organizational sub-committee report from the Blue Ridge district. There were two major findings in this report (1) the Blue Ridge high school program (9-12) is unnecessarily inadequate, and (2) the Blue Ridge School facility for K-8 instructional programming is unnecessarily inadequate. Under these two major headings, there were many points to

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explain the findings. There were also recommendations on how to implement the changes needed. Ms. Balcerek commented that this information was not new, that it is very much aligned with the Bird Dog report of 1993. There was discussion of the water/sewer system and the need for an updated system. Ms. Balcerek also spoke to the need to upgrade academic areas, including the addition of faculty. Several avenues are being explored, including collaboration with Highlands High School in vocational and advanced placement courses. Blue Ridge wants the whole package that a bond will provide, but if there has to be a priority, the gym and high school facility is first with the cultural arts facility second. Many of the projects are tied together. On a motion by Ray Trine with a second by Ali Laird-Large, the board unanimously voted to accept the report of the Blue Ridge committee.

On a motion by Ali Laird-Large with a second by James Roper, the board unanimously voted to go into closed session to discuss personnel. On a motion by James Roper with a second by Ali Laird-Large, the board unanimously voted to go out of closed session.

On a motion by James Roper with a second by Ali Laird-Large, the board unanimously accepted the recommendation of the superintendent to employ Caralynn Hudson as a part-time School Food Service Assistant at Smoky Mountain High. On the same motion and second, the board unanimously voted to employ the following as substitute teachers.

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| 1. Jim Dean | 3. Eileen Milligan |
| 2. Anitra Childers | 4. Meredith Machan |

On the same motion and second, the board unanimously approved the following non-employee coaches.

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| 1. Jonathan Embler | 3. Joshua Parris |
| 2. Michael Sartain | 4. William Hyde |

The report from the Smoky Mountain District continues with Mike Clark reading again the statement from the committee. The committee made the following recommendations.

1. Spend money appropriated for critical needs at Fairview and Smokey Mountain Elementary immediately.

2. Through this organizational structure (preK-8), we will continue to provide for a school within a school and recognize the unique developmental needs of each age group with emphasis being placed on 6th, 7th, and 8th grades. We would request seeking additional funds to enhance the school within a school program to meet the needs of this age group.

3. Review and update and follow through with Bird Dog Committee reports on facility needs for each school.

4. Support the establishment of an educational foundation to provide financial support of Jackson County Schools.

5. School officials and the public should be made aware of timing of proposed budget presentations to the county commissioners. This awareness gives the community the opportunity to urge the county commissioners to provide funding for the schools commensurate with the county's ability to pay.

6. This committee feels that this has been an overwhelming task considering the time constraints and the amount of information that should have been reviewed.

There was discussion of each of these points with input from committee members. There was also discussion of the pros and cons of redistricting. The committee stated that many factors were considered, including concentrations of teachers such as drama, arts, music and vocational, but the highest priority was the community school. The age of students and the disruption of being put into a new school at that middle school age were important points to consider.

The report from the Public School Forum comparing North Carolina counties ability to pay and willingness to pay was discussed.

On a motion by Ray Trine with a second by Ali Laird-Large, the board unanimously voted to accept the report of the Smoky Mountain District as submitted.

James Roper made a motion, with a second by Ali Laird-Large, to give the critical needs money back to Fairview, Smokey Mountain Elementary and Blue Ridge and that further needs be studied to be placed in the bond. There was much discussion of the reasons the money was held, what the needs of the system are, and land needs at Smoky Mountain Elementary. The motion passed by the following vote: Yes, Mary Jane Dillard, Ali Laird-Large, James Roper; No, Martha Queen, Ray Trine.

The question was asked if the separate middle school building issue was dead. The board gave their opinions, most expressing yes, it was dead. The committees were thanked for the hard work they had done.

On a motion by Ali Laird-Large with a second by James Roper, the board unanimously voted to adjourn.


Chairman


Secretary

Jackson County Board of Education
Called Meeting
October 19, 1998
6:00 p.m.

The Jackson County Board of Education met for a called session on Monday, October 19, 1998, at 6:00 p.m. in the board room of the central office building. The purpose of the meeting was to discuss facility needs, hear a report from Ray Trine on the National Symposium on Schools, and personnel. The meeting began with a work session at 6:00 p.m. with the called meeting beginning at 7:00 p.m. All members were present.

The topics discussed at the work session were:
1. NCSBA Survey