

STATE OF NORTH CAROLINA

ALEXANDER COUNTY

**EXTENSION OF ASSOCIATE
SUPERINTENDENT'S CONTRACT**

THIS EXTENSION AGREEMENT, made and entered into this 12th day of April 2022, by and between the ALEXANDER COUNTY BOARD OF EDUCATION, hereinafter referred to as "Board" and ELIZABETH M. CURRY, hereinafter referred to as "Associate Superintendent."

WHEREAS, the Board and the Associate Superintendent entered into an employment contract dated the 7th day of February, 2017, a copy of which is attached hereto, and an extension agreement dated 11th day of December, 2018, a copy of which is attached hereto, and,

WHEREAS, the Board and the Associate Superintendent desire to make certain modifications to the said employment , specifically, to allow for the extension of said employment contract;

NOW, THEREFORE, the Board and the Associate Superintendent, for the consideration herein specified, agree to extend the attached contract extension and modified agreement:

1. TERM.

The Board, in consideration of the promises of the Associate Superintendent herein contained in the extension dated December 11, 2018, hereby extends the term of employment for the Associate Superintendent for a term of two (2) years commencing July 1, 2024 and ending June 30, 2026.

WHEREFORE, The Board and the Associate Superintendent hereby ratify and reconfirm the remaining provisions of the employment contract dated February 7, 2017, and, unless modified herein all provisions of said employment contract shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Alexander County Board of Education has approved the Extension Agreement and caused this instrument to be executed in its name by its Chairman, and duly attested to, all by order and resolution of the Board, and Elizabeth M. Curry has accepted this Extension Agreement and has hereunto set her hand and seal, this the day and year first above written.

ATTEST:

By: David Odom (SEAL)
David Odom, Chairman

_____(SEAL)
Caryn L. Brzykcy, Board Attorney

_____(SEAL)
Elizabeth M. Curry, Associate Superintendent

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

Sharon D. McHaffey
Finance Officer

STATE OF NORTH CAROLINA

ALEXANDER COUNTY

**EXTENSION OF ASSOCIATE
SUPERINTENDENT'S CONTRACT**

THIS EXTENSION AGREEMENT, made and entered into this 2nd day of June 2020, by and between the ALEXANDER COUNTY BOARD OF EDUCATION, hereinafter referred to as "Board" and ELIZABETH M. CURRY, hereinafter referred to as "Associate Superintendent."

WHEREAS, the Board and the Associate Superintendent entered into an employment contract dated the 7th day of February, 2017, a copy of which is attached hereto, and an extension agreement dated 11th day of December, 2018, a copy of which is attached hereto, and,

WHEREAS, the Board and the Associate Superintendent desire to make certain modifications to the said employment, specifically, to allow for the extension of said employment contract;

NOW, THEREFORE, the Board and the Associate Superintendent, for the consideration herein specified, agree to extend the attached contract extension and modified agreement:

1. TERM.

The Board, in consideration of the promises of the Associate Superintendent herein contained in the extension dated December 11, 2018, hereby extends the term of employment for the Associate Superintendent for a term of two (2) years commencing July 1, 2022 and ending June 30, 2024.

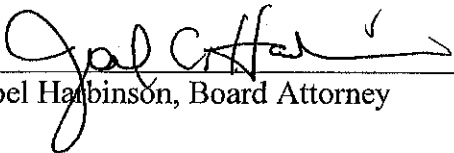
WHEREFORE, The Board and the Associate Superintendent hereby ratify and reconfirm the remaining provisions of the employment contract dated February 7, 2017, and, unless modified herein all provisions of said employment contract shall remain in full force and effect.

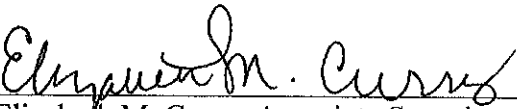
IN TESTIMONY WHEREOF, the Alexander County Board of Education has approved the Extension Agreement and caused this instrument to be executed in its name by its Chairman, and duly attested to, all by order and resolution of the Board, and Elizabeth M. Curry has accepted this Extension Agreement and has hereunto set her hand and seal, this the day and year first above written.

ALEXANDER COUNTY BOARD OF EDUCATION

ATTEST:

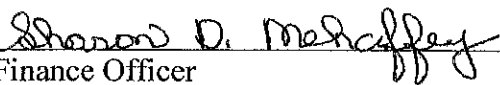
By: _____ (SEAL)
Brigette Rhyne, Chairman

 _____ (SEAL)
Joel Harbinson, Board Attorney

 _____ (SEAL)
Elizabeth M. Curry, Associate Superintendent

Pre-Audit Certificate:

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

 _____
Finance Officer

STATE OF NORTH CAROLINA

ASSOCIATE SUPERINTENDENT CONTRACT

ALEXANDER COUNTY

THIS AGREEMENT, made and entered into this 7th day of February 2017, by and between the **ALEXANDER COUNTY BOARD OF EDUCATION**, hereinafter referred to as "Board" and **DR. ELIZABETH M. CURRY**, hereinafter referred to as "Associate Superintendent";

WHEREAS, the Board desires to provide the Associate Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools which the Board believes generally improves the quality of its overall educational program; and

WHEREAS, the Board and the Associate Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

NOW, THEREFORE, the Board and the Associate Superintendent, for the consideration here specified, agree as follows:

1. TERM.

The Board, in consideration of the promises of the Associate Superintendent herein contained, hereby sets the term of employment for the Associate Superintendent for a term of four (4) years commencing July 1, 2017 and ending June 30, 2021.

The Board may by specific action and with the consent of the Associate Superintendent extend the termination date of this contract to the extent permitted by state law.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF ASSOCIATE SUPERINTENDENT.

- a. Certification. The Associate Superintendent shall furnish throughout the term of his/her employment as Associate Superintendent a valid and appropriate certificate to act as Associate Superintendent as prescribed by the laws of this state and by the regulations of the State Board of Education.
- b. Duties. The Associate Superintendent shall perform such duties as may be assigned to him/her by the Superintendent with the approval of the Board.

3. COMPENSATION.

The annual base salary of the Associate Superintendent shall be in the amount of NINETY-THREE THOUSAND, TWO HUNDRED NINETY-FOUR DOLLARS (\$93,294.00), plus \$253.00 per month for an earned doctoral degree. In addition, the Administrator shall be paid a 9% local supplement. The Associate Superintendent shall also be compensated an amount that is at least \$5,000.00 greater than all employees in which she supervises. In no event shall the Associate Superintendent's aggregate annual salary be diminished.

The aggregate annual salary paid the Associate Superintendent from state and local funds shall be paid in equal monthly installments in accordance with the rules of the Board governing payment of other professional employees of the school administrative unit. The Associate Superintendent is paid on the Alexander County Schools Central Office Administrators Salary Schedule-Level VII.

4. VACATION AND OTHER BENEFITS.

- a. The Associate Superintendent shall receive annual leave and sick leave as provided by state law and North Carolina State Board of Education regulations. Annual leave and sick leave shall be taken in accordance with Board policy and State Board of Education regulations.
- b. The Associate Superintendent shall receive the same life and health insurance coverage, terminal pay, and other personal benefits accorded to other professional employees of the school administrative unit as provided by law.
- c. The Board shall pay the Associate Superintendent's membership for two (2) professional organizations as the Associate Superintendent feels are necessary to maintain and improve his/her professional skills. The Board shall also pay for the Associate Superintendent's membership in two (2) civic organizations.

5. PROFESSIONAL GROWTH OF ASSOCIATE SUPERINTENDENT.

The Board expects the Associate Superintendent to continue his/her professional development and expects him/her to participate in relevant learning experiences. The Associate Superintendent may attend certain professional meetings appropriate for Associate Superintendents. The reasonable expenses of said attendance will be paid from the current operating funds of the Alexander County Public School System in accordance with Board policy. The Associate Superintendent shall file itemized expense

statements with the finance officer of the Board for reimbursement of reasonable expenses in accordance with Board policy. Requests for reimbursement of actual expenses in excess of Board approved per diem must be approved by the Superintendent.

6. EXPENSES.

The Board shall reimburse the Associate Superintendent for reasonable expenses incurred by the Associate Superintendent on behalf of the Board. The Board recognizes that the Associate Superintendent shall incur such expenses from time to time as the Board's representative in the pursuit of educational excellence, private financing, grants and for other reasons. The Board shall reimburse the Associate Superintendent at the established rate of \$50.00 per month for cellular phone expenses. The Associate Superintendent shall file itemized expenses statements with the Superintendent who shall have authority to approve such expenses subject to Board policy. All major expenses shall be approved by the Board.

7. TRANSPORTATION.

The Board shall reimburse the Associate Superintendent for local in-county travel in his/her personal vehicle at the established rate of \$250.00 per month. The Associate Superintendent shall be responsible for complying with any IRS regulations pertaining to travel expenses.

8. PROFESSIONAL LIABILITY.

The Board agrees that it shall defend, hold harmless, and indemnify the Associate Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Associate Superintendent in his/her individual capacity, or in his/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 Associate Superintendent was acting within the scope of his/her employment; and provided further, that such liability coverage is within the authority of the Board to provide under state law. In no case will individual board members be considered personally liable for indemnifying the Associate Superintendent against such demands, claims, suits, actions and legal proceedings.

9. EVALUATIONS.

The Superintendent will provide to the Associate Superintendent a yearly written formal evaluation of the Associate Superintendent's performance. In

addition, the Superintendent may also provide to the Associate Superintendent such other and further written or oral evaluations as deemed necessary by the Superintendent.

10. NOTICE OF NON-RENEWAL.

By no later than the first Board meeting in January immediately preceding the expiration of this Agreement, the Board shall formally inform the Associate Superintendent of its intentions concerning renewal of his/her contract as the Associate Superintendent of Schools for an additional term. The Board shall consider the evaluations of the Superintendent and shall confer with the Superintendent on the decision of renewal. Failure of the Board to notify the Associate Superintendent of its intention concerning contract renewal shall not entitle the Associate Superintendent to any additional term of employment.

11. CONSULTING AND OUTSIDE EMPLOYMENT.

The duties and responsibilities of the Associate Superintendent require full-time employment and frequently require that the Associate Superintendent attend to his/her duties during the evenings, weekends and holidays. The Associate Superintendent shall not accept any outside employment that in any manner interferes with the performance of his/her duties and responsibilities as Associate Superintendent of the Alexander County Public Schools. The Board does recognize that certain outside employment may have a beneficial impact on the Associate Superintendent's professional growth or may not interfere with the Associate Superintendent's performance of his/her duties and responsibilities. The Associate Superintendent may accept a limited amount of outside employment on week nights, weekends, holidays and on annual leave days, provided that the Superintendent has approved the outside employment and found that the outside employment in no manner interferes with the Associate Superintendent's performance of his/her duties and responsibilities.

12. TERMINATION.

Throughout the term of this contract the Associate Superintendent shall be subject to discharge for good and just causes as provided by the North Carolina General Statutes, provided, however, that the Board does not arbitrarily or capriciously call for his/her dismissal. The Board shall consider the evaluations of the Superintendent and shall confer with the Superintendent on the decision to terminate this contract. The Associate Superintendent shall have the right to written charges, a fair hearing before the Board, and ten (10) days' written notice of said charges and hearing unless the Board shall find an

provided the incident arose while the Administrator was acting within the scope of his/her employment, except in situations where the Board brings such actions against the Administrator.

16. CONFLICT OF INTEREST.

The Administrator agrees to comply with all State statutes, Board policies and administrative regulations regarding conflicts of interest.

17. AMENDMENT.

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

18. SAVINGS CLAUSE.

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

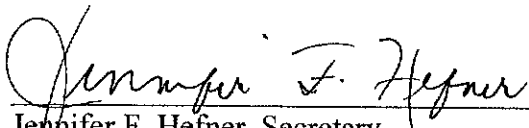
IN TESTIMONY WHEREOF, the Alexander County Board of Education has approved this Agreement and caused this instrument to be executed in its name by its Chairman, and duly attested to, all by order and resolution of the Board, and **ELIZABETH M. CURRY** has accepted this Agreement and has hereunto set his/her hand and seal, this the day and year first above written.

ALEXANDER COUNTY BOARD OF EDUCATION

By:  (SEAL)

Caryn Brzykey, Chairman

ATTEST:

 (SEAL)
Jennifer F. Hefner, Secretary

ASSOCIATE SUPERINTENDENT

Elizabeth M. Curry (SEAL)
Dr. Elizabeth M. Curry

Pre-Audit Certificate:

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

Sharon D. McHaffey DATE 2-8-17
Financial Officer