

STATE OF NORTH CAROLINA

AMENDMENT OF
SUPERINTENDENT'S CONTRACT

ALEXANDER COUNTY

THIS AMENDMENT AGREEMENT, made and entered into this 8th day of March 2022, by and between the ALEXANDER COUNTY BOARD OF EDUCATION, hereinafter referred to as "Board" and JENNIFER F. HEFNER, hereinafter referred to as "Superintendent."

WHEREAS, the Board and the Superintendent entered into an employment contract dated the 29th day of July, 2014, a copy of which is attached hereto, and,

WHEREAS, the Board and the Superintendent desire to make certain modifications to the said employment contract.

NOW, THEREFORE, the Board and the Superintendent, for the consideration herein specified, agree to extend the attached employment contract and modified agreements, as follows:

1. TERM.

The Board, in consideration of the promises of the Superintendent, herein contained in the contract extension dated June 2, 2020, a copy of which is attached hereto, hereby extends the term of employment for the Superintendent for another term of two (2) years commencing July 1, 2024 and ending June 30, 2026.

WHEREFORE, The Board and the Superintendent hereby ratify and reconfirm the remaining provisions of the employment contract and, unless modified herein all provisions of said Employment Contract shall remain in full force and effect.

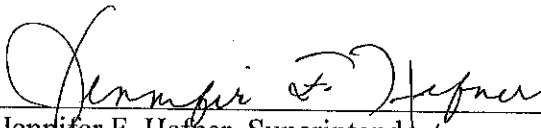
IN TESTIMONY WHEREOF, the Alexander County Board of Education has approved the Extension Agreement and caused this instrument to be executed in its name by its Chairman, and duly attested to, all by order and resolution of the Board, and Jennifer F. Hefner has accepted this Extension Agreement and has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

ALEXANDER COUNTY BOARD OF EDUCATION

ATTEST:

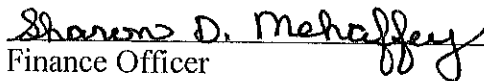
By: David L. Odom (SEAL)
David Odom, Chairman

_____(SEAL)
Caryn L. Brzykey, Board Attorney

_____(SEAL)
Jennifer F. Heffner, 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

AMENDMENT OF
SUPERINTENDENT'S CONTRACT

ALEXANDER COUNTY

THIS AMENDMENT AGREEMENT, made and entered into this 22nd day of October 2020, by and between the ALEXANDER COUNTY BOARD OF EDUCATION, hereinafter referred to as "Board" and JENNIFER F. HEFNER, hereinafter referred to as "Superintendent."

WHEREAS, the Board and the Superintendent entered into an employment contract dated the 29th day of July, 2014, a copy of which is attached hereto, and,

WHEREAS, the Board and the Superintendent desire to make certain modifications to the said employment contract.

NOW, THEREFORE, the Board and the Superintendent, for the consideration herein specified, agree to amend the attached employment contract and modified agreements, as follows:

1. BONUSES:

The Board will provide the Superintendent with a performance bonus up to a maximum of \$7,500 annually, at its sole discretion, based upon the Superintendent's completion of the goals established for her pursuant to Paragraph ten (10). Determination of whether a bonus will be paid shall be made by the Board at the time of the Superintendent's annual review or such other time by mutual agreement of the Superintendent and Board.

WHEREFORE, The Board and the Superintendent hereby ratify and reconfirm the remaining provisions of the employment contract and, unless previously modified 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 Jennifer F. Hefner 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: Brigitte Rhyne (SEAL)
Brigitte Rhyne, Chairman

Joel C. Harbinson (SEAL)
Joel Harbinson, Board Attorney

Jennifer F. Hefner (SEAL)
Jennifer F. Hefner, 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).

Sharon D. McHaffey
Finance Officer

STATE OF NORTH CAROLINA

ALEXANDER COUNTY

AMENDMENT OF
SUPERINTENDENT'S CONTRACT

THIS AMENDMENT 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 JENNIFER F. HEFNER, hereinafter referred to as "Superintendent."

WHEREAS, the Board and the Superintendent entered into an employment contract dated the 29th day of July, 2014, a copy of which is attached hereto, and an extension agreement dated the 11th day of December, 2018, a copy of which is attached hereto, and,

WHEREAS, the Board and the Superintendent desire to make certain modifications to the said employment contract.

NOW, THEREFORE, the Board and the Superintendent, for the consideration herein specified, agree to extend and amend the attached employment contract and modified agreements, as follows:

1. TERM.

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

2. COMPENSATION.

The Board, in consideration of the promises of the Superintendent, herein contained in the contract dated July 29, 2014, hereby amends the compensation for the Superintendent to be \$151,530 plus any State increases provided from year to year.

WHEREFORE, The Board and the Superintendent hereby ratify and reconfirm the remaining provisions of the employment contract 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 Jennifer F. Hefner 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: Brigitte Rayne (SEAL)
Brigitte Rayne, Chairman

Joel C. Harbinson (SEAL)
Joel Harbinson, Board Attorney

Jennifer F. Hefner (SEAL)
Jennifer F. Hefner, 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).

Sharon D. Mahaffey
Finance Officer

STATE OF NORTH CAROLINA

EXTENSION OF
SUPERINTENDENT'S CONTRACT

ALEXANDER COUNTY

THIS EXTENSION AGREEMENT, made and entered into this 11th day of December 2018, by and between the ALEXANDER COUNTY BOARD OF EDUCATION, hereinafter referred to as "Board" and JENNIFER F. HEFNER, hereinafter referred to as "Superintendent."

WHEREAS, the Board and the Superintendent entered into an employment contract dated the 29th day of July, 2014, a copy of which is attached hereto, and,

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

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

1. **TERM.**


The Board, in consideration of the promises of the Superintendent herein contained and contained in the contract dated July 29, 2014, hereby extends the term of employment for the Superintendent for a term of one year commencing July 1, 2021 and ending June 30, 2022.

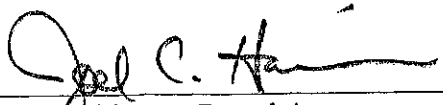
The Board and the Superintendent hereby ratify and reconfirm the remaining provisions of the Employment Contract and, unless modified herein all provisions of said Employment Contract shall remain in full force and effect.

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 Jennifer F. Hefner has accepted this Extension Agreement and has hereunto set her hand and seal, this the day and year first above written.

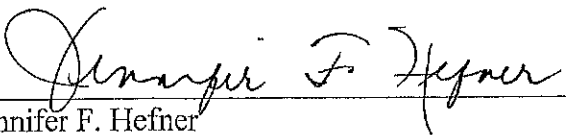
ALEXANDER COUNTY BOARD OF EDUCATION

ATTEST:

By:  (SEAL)
David Odom, Chairman

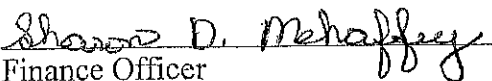
 (SEAL)
Joel Marbinson, Board Attorney

SUPERINTENDENT

 (SEAL)
Jennifer F. Hefner

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

ALEXANDER COUNTY

EXTENSION OF
SUPERINTENDENT'S CONTRACT

THIS EXTENSION 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 JENNIFER F. HEFNER, hereinafter referred to as "Superintendent."

WHEREAS, the Board and the Superintendent entered into an employment contract dated the 29th day of July, 2014, a copy of which is attached hereto, and,

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

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

1. TERM.

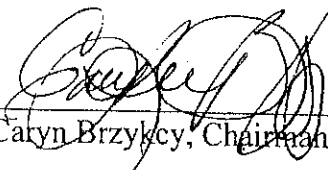
The Board, in consideration of the promises of the Superintendent herein contained and contained in the contract dated July 29, 2014, hereby extends the term of employment for the Superintendent for a term of two years commencing July 1, 2019 and ending June 30, 2021.

The Board and the Superintendent hereby ratify and reconfirm the remaining provisions of the Employment Contract 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 Jennifer F. Hefner 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)
Caryn Brzykcy, Chairman

Joel C. Harbinson (SEAL)
Joel Harbinson, Board Attorney

SUPERINTENDENT

Jennifer F. Hefner (SEAL)
Jennifer F. Hefner

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).

Sharon D. Mahaffey
Finance Officer

STATE OF NORTH CAROLINA

ALEXANDER COUNTY

EXTENSION OF
SUPERINTENDENT'S CONTRACT

THIS EXTENSION AGREEMENT, made and entered into this 8th day of September 2015, by and between the ALEXANDER COUNTY BOARD OF EDUCATION, hereinafter referred to as "Board" and JENNIFER F. HEFNER, hereinafter referred to as "Superintendent."

WHEREAS, the Board and the Superintendent entered into an employment contract dated the 29th day of July, 2014, a copy of which is attached hereto, and,

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

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

1. TERM.

The Board, in consideration of the promises of the Superintendent herein contained and contained in the contract dated July 29, 2014, hereby extends the term of employment for the Superintendent for a term of one year commencing July 1, 2018 and ending June 30, 2019.

The Board and the Superintendent hereby ratify and reconfirm the remaining provisions of the Employment Contract 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 Jennifer F. Hefner 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: Harry Schrum (SEAL)
Harry Schrum, Chairman

Joel C. Harbinson (SEAL)
Joel Harbinson, Board Attorney

SUPERINTENDENT

Jennifer F. Hefner (SEAL)
Jennifer Hefner

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).

Sharon D. McShaffery
Finance Officer

CERTIFICATION OF ELECTION OF SUPERINTENDENT

School Administrative Unit Alexander County Schools

Address 700 Liledoun Road, Taylorsville, NC 28681

In compliance with N.C. Gen. Stat. § 115C-271, this is to certify that the Board of Education of the Alexander County School Administrative Unit in session on the 29th day of July, 2014, elected Jennifer F. Hefner, Ed.D. (Soc. Sec. No. 244-08-1996) to serve as Superintendent of Schools from August 1, 2014 through June 30, 2018 or until a successor is elected and qualified.

Certified this the 29th day of July, 2014.

Bugette Rhyne Chairperson
Alexander County Board of Education

VERIFICATION OF CREDENTIALS

The credentials of the person named above have been checked by the Licensure Section, Division of Human Resource Management, Department of Public Instruction and have been found to be in order this _____ day of _____, 20____.

Superintendent of Public Instruction
and
Secretary, State Board of Education

(File one copy with the Superintendent of Public Instruction, 301 N. Wilmington Street, Raleigh, North Carolina 27601-2825.)

ALEXANDER COUNTY BOARD OF EDUCATION

SUPERINTENDENT'S CONTRACT

THIS CONTRACT, made this the 29th day of July, 2014 by and between the Alexander County Board of Education (the "Board") and Jennifer F. Hefner (the "Superintendent");

WITNESSETH:

WHEREAS, the Board has determined that Jennifer F. Hefner possesses the credentials, educational prerequisites, and experience requirements as provided for superintendents pursuant to Chapter 115C of the North Carolina General Statutes and as the State Board of Education has prescribed and that it desires to appoint Jennifer F. Hefner to the position of Superintendent; and

WHEREAS, Jennifer F. Hefner desires to accept the Board's appointment to the position of Superintendent;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereto agree as follows:

1. **TERM OF APPOINTMENT:** The Board hereby appoints, and Jennifer F. Hefner hereby accepts appointment, to fulfill the duties and responsibilities of Superintendent of the Alexander County Schools (the "System") for a four (4) year term commencing August 1, 2014 and continuing through June 30, 2018.
2. **CERTIFICATION:** The Superintendent shall furnish throughout the term of her employment as Superintendent a valid and appropriate certificate to act as Superintendent as prescribe by the laws of this state and by the regulations of the State Board of Education.
3. **DUTIES AND RESPONSIBILITIES:** The Superintendent, during the term of her appointment as Superintendent set forth in Paragraph one (1) above, shall perform all those duties prescribed by the Board, the State Board of Education, and the laws and statutes of the state of North Carolina for a superintendent, including performance of the duties and exercise of the powers prescribed for a superintendent by Chapter 115C of the North Carolina General Statutes and, more particularly, N.C. General Statute § 115C-276. In addition, the Superintendent shall continue through the term of this contract and any extensions to possess the minimum credentials, educational prerequisites, and experience requirements as the State Board of Education shall prescribe.

The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent; provided, however, that the Board shall not, without the Superintendent's written consent, adopt any policy or take any action which conflicts with the provisions of this agreement or impairs the Superintendent in carrying out duties and authority as specified in this Contract. The Board agrees that it will

conform board policy to the terms of this Contract. The terms of this Contract shall govern and supercede any existing or future board policy or board action that conflicts with this Contract.

The Superintendent shall be the chief executive officer for the Board; shall direct and assign teachers and other employees of the schools under her supervision; shall organize, reorganize, reclassify, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the System. The Superintendent also shall recommend all personnel for hire by the Board.

The Board, individually and collectively, shall refrain from interference with the administration of school policies except through Board action. The Board members shall, as individuals, do no act that will prevent the Superintendent or her subordinates from properly performing the work of the Schools. In their dealings with the Superintendent, the board members shall deal through Board action. The Superintendent shall have the right to provide administration recommendations on each item of business considered by the Board and its committees.

The Superintendent shall have the authority to select attorneys to work with the System on any specialized matters in which the superintendent considers it in the best interest of the System, including special education-related issues, personnel, and any investigations. In any matter which involves the Superintendent in hearings or presentation of evidence to the Board on behalf of the administration of the System and in her official capacity, the Board shall be represented by such attorney as the Board shall select and the Superintendent may select appropriate separate legal representation at the System's expense.

This is an agreement for the performance of professional services as superintendent by the Superintendent, who shall not be assigned to any other position or have her duties reassigned to others without her consent.

4. **COMPENSATION:** The Superintendent shall receive a total annual salary from State and/or local sources equal to \$135,000 plus any State increases provided from year to year. The Superintendent shall receive such percentage increases in salary as are granted by the State or the Board to any category of employees such as teachers or principals from year to year, if any. In addition, the Superintendent shall be entitled to any earned, additional state benefits accruing to her including any supplement for her advanced degree and longevity pay. The Board reserves the right to make any other salary increases as it deems appropriate and the total aggregate salary of the Superintendent shall not be reduced during the term of this contract or any extension hereto.
5. **BONUSES:** The Board will provide the Superintendent with a performance bonus up to a maximum of \$5,000 annually, at its sole discretion, based upon the Superintendent's completion of the goals established for her pursuant to Paragraph ten (10) below. Determination of whether a bonus will be paid shall be made by the

Board at the time of the Superintendent's annual review or such other time by mutual agreement of the Superintendent and Board.

6. OTHER BENEFITS:

- a. The Superintendent shall receive leave, health insurance, and other benefits generally applicable to other twelve (12) month certificated administrative employees of the Board and pursuant to Chapter 115C of the North Carolina General Statutes and State policy.
- b. The Superintendent shall receive, and/or be reimbursed for, family health insurance of comparable coverage to this individual health insurance that will cover her spouse and any children.
- c. The Superintendent shall be permitted to take five (5) days for personal leave each contract year in addition to any leave granted by the State. Said personal leave days shall be paid from local funds and shall not accrue from year to year.

7. PROFESSIONAL ORGANIZATIONS: The Superintendent is expected to participate in professional development and in meetings of professional organizations. The Superintendent may join three (3) civic organizations and professional organizations, including the American Association of School Administrators, the North Carolina Association of School Administrators, the North Carolina School Superintendents Association and the North Carolina Association for Supervision and Curriculum Development. The Superintendent's membership dues for appropriate professional organizations and the reasonable expenses for tuition and registration at professional meetings shall be reimbursed to her by the Board. The Superintendent may attend appropriate professional meetings and courses at the local, state, and national levels. The Superintendent shall file itemized expense statements with the Finance Officer of the Board to obtain reimbursement of these expenses in accord with Board policy. The Superintendent shall be entitled to reimbursement of actual costs for meals and lodging while attending any such meetings or courses.

8. REIMBURSEMENT FOR EXPENSES:

- a. In-county travel. The Superintendent shall be paid \$500 per month for costs associated with travel within the county.
- b. Out-of-county travel. For use of her personal vehicle, the Superintendent shall be reimbursed for all miles actually driven in her official capacity at the rate then permitted by the Internal Revenue Service as a deduction for business mileage. The Superintendent shall submit itemized records in accordance with board policy.
- c. Mobile communication devices and internet service. To address the need for communications at all times in carrying out her official duties, the Superintendent shall be paid \$150 per month for cell phone, mobile computer and home internet service.

9. PROFESSIONAL LIABILITY: The Board agrees that it shall defend and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual or official capacity,

provided the incident giving rise to any such demand, claim, suit, action, or legal proceeding (a) is not criminal in nature and arose while the Superintendent was acting within the scope and course of her employment and (b) provision of such liability coverage is within the authority of the Board under North Carolina law. In no event will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, or legal proceedings. Notwithstanding anything in this paragraph to the contrary, however, the Board shall be under no obligation under this paragraph in excess of any liability policy limits on any liability insurance carried by the Board covering any demands, claims, suits, actions, or legal proceedings described herein.

10. GOALS AND OBJECTIVES: During the term of the Contract, the Superintendent shall prepare a draft of her goals and objectives for the upcoming year. The Board and the Superintendent shall meet on or before September 1 of each year to review the draft and establish the Superintendent's goals and objectives for the upcoming school year. Said goals and objectives shall be reduced to writing, established by resolution of the Board, and shall be among the criteria by which the Superintendent is evaluated pursuant to Paragraph eleven (11) herein.

11. EVALUATION: During the term of her appointment as Superintendent, the Board shall provide the Superintendent with an annual evaluation of her performance of her duties as Superintendent by September 1 by a method determined after consultation with the Superintendent. The Superintendent shall prepare a report of her accomplishments in meeting the goals and objectives as provided in Paragraph ten (10) herein. The Board shall consider this report as a part of its evaluation. A confidential, written record of each evaluation shall be maintained in the files of the Board.

Each year, as a part of the evaluation or earlier, the Board shall consider whether to extend or renew this Contract pursuant to N.C. General Statute §115C-271 and whether adjustments in the Superintendent salary and/or benefits is warranted. In the final year of the Contract, or the final year of any extension of this Contract, the Board shall give at least 180 days' notice if it does not intend to renew or extend the contract.

12. PHYSICAL EXAM: The Board will reimburse the Superintendent for the actual and reasonable cost of one physical examination per year during the term hereof up to \$750. The Superintendent agrees that she will submit to such physical or other medical examination as may be required by law from time to time and to provide to the Board such medical information as may be required by law from time to time. Except as the results of any medical examination allowed or required hereunder shall be required by law to be made available to the Board, the results of such examinations shall be the sole property of the Superintendent.

13. CONSULTING AND OUTSIDE EMPLOYMENT: The Duties and responsibilities of the Superintendent require full-time employment and frequently require the

Superintendent to attend to her duties outside regular business hours. While the Superintendent shall devote her time, attention, and energy to the business of the System, the Superintendent may serve on boards and committees of professional organizations or community organizations. She also may accept speaking and writing engagements and other activities of a short-term duration for pay so long as they do not impede her ability to serve the System and that vacation leave be taken if necessary to perform the activities. For teaching college courses or any other outside employment, the Superintendent shall notify the Board Chair in advance of the engagement. The Superintendent agrees to comply with the laws and statutes of North Carolina and Board policy regarding conflicts of interest. Any state or federal appointments shall be pre-approved by the Board.

14. RESIDENCE: Pursuant to N.C. General Statute § 115C-272, the Superintendent shall establish and maintain residence within Alexander County at all times during term hereof.
15. DISABILITY: Should the Superintendent be unable to perform any or all of her duties and should said disability exist for six consecutive months then the Board may at its option terminate this employment contract without further obligation to the Superintendent, and upon such termination, all the respective duties, rights, and obligations of the parties shall terminate. The Superintendent shall be conclusively presumed disabled if she has for six consecutive months because of illness or accident been unable to perform her duties as Superintendent but she shall not be deemed disabled without her consent until the expiration of the six month period herein provided.
16. DISCHARGE: The Board may discharge the Superintendent during the term of this contract for cause as provided by law, including N.C. General Statute § 115C-274 (including any subsequently enacted amendments thereto). 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 of the Superintendent of Public Instruction (as provided for in N.C. General Statute § 115C-274) or a statement from a member of the Board (as provided for above), the Board may, at its option, appoint legal counsel to investigate the alleged grounds for dismissal and make a recommendation to the Board as to whether a hearing should be held to determine if grounds for discharge exist.

Prior to any decision by the Board to discharge the Superintendent for cause, the Superintendent shall have the right to a written statement of the alleged grounds for discharge and ten (10) business days' written notice of the time and place of hearing before the Board. The Superintendent shall have the right to be present at the hearing, to be represented by counsel, to present evidence in her own behalf, and to cross-examine adverse witnesses. It shall not be automatic grounds for objection by the Superintendent that a Board member should be recused from the hearing because he/she presented or participated in presenting to the Board a statement setting forth alleged grounds for discharge. The hearing shall be conducted in closed session. If the Board determines by a preponderance of the evidence that grounds for discharge

exist and are substantiated, the Board may by written resolution order such discharge and declare the office vacant.

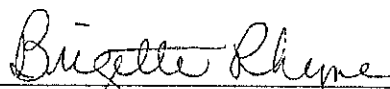
In the event the Superintendent undertakes an appeal from any Board action pursuant to N.C. General Statute § 115C-274, a transcript of the record of the proceedings before the Board shall be made available without charge to the Superintendent. Discharge for cause pursuant to this provision shall terminate all rights and responsibilities of the Superintendent as Superintendent.

17. **UNILATERAL TERMINATION BY THE BOARD:** The Board may, at its option and with ninety (90) days' written notice to the Superintendent, unilaterally terminate this Contract. In the event of such termination, the Board shall pay the Superintendent, as severance pay, the aggregate annual salary payable pursuant to Paragraph four (4) herein for the period beginning with the effective date of the termination and continuing to the termination date set forth in this Contract. The Board shall pay in one lump sum payment unless the Superintendent requests payments over a period not to exceed twelve months. In the event the Board decides to termination this Contract pursuant to this provision, the right to a hearing before the Board, as specified in Paragraph sixteen (16) herein, and the right to appeal the Board's action pursuant to N.C. General Statute § 115C-274 shall be considered waived by the Superintendent.
18. **UNILATERAL TERMINATION BY SUPERINTENDENT:** The Superintendent may unilaterally terminate this employment agreement by giving the Board written notice of her resignation no less than sixty days prior to the effective date thereof. With the Board's consent, the Superintendent may give notice less than sixty days.
19. **MISCELLANEOUS PROVISIONS**
 - a. This Contract is subject to any amendment, repeal, or enactment of applicable provisions in the North Carolina General Statutes.
 - b. If, during the term of the Contract, it is found that a specific clause herein is illegal or unenforceable under federal or North Carolina law, the remainder of this Contract shall not be deemed affected thereby and shall remain in force.
 - c. This Contract contains the entire agreement and understanding of the parties regarding the employment of the Superintendent by the Board and her appointment to fill the office of the Superintendent for the Alexander County Board of Education.
 - d. In the event that the Superintendent must hire an attorney in order to enforce provisions of this contract, reasonable attorney fees incurred by the Superintendent shall be reimbursed by the Board. In the event that the Board seeks discharge under Paragraph sixteen (16) herein, the Board shall reimburse reasonable attorney fees incurred by the Superintendent if the Board determines that grounds for discharge do not exist, or if the charges are dropped by the Board at some point during the process initiated in Paragraph sixteen (16), or if there is an appeal to a court of law that determines that the discharge cannot be legally sustained.

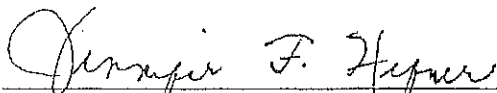
- e. This Agreement is made and entered into in the State of North Carolina and shall in all respects be interpreted and enforced pursuant to the laws of the State of North Carolina. Any dispute or right of appeal, arising out of, or related to, this Agreement shall be litigated exclusively in the state courts located in Alexander County, North Carolina. The Parties expressly consent to personal jurisdiction and venue in the state court located in Alexander County, North Carolina.

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

THIS the 29th day of July, 2014.

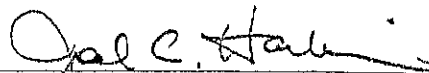


Brigitte Rhyne, Chairman
Alexander County Board of Education



Jennifer F. Hefner, Superintendent

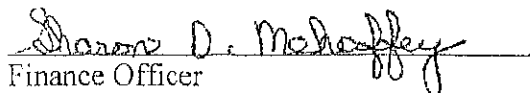
Approved as to form:



Joel Harbison, Board Attorney

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).



Sharon D. McHaffey
Finance Officer