

**NORTH CAROLINA  
LEE COUNTY**

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of June, 2011, by and between the Lee County Board of Education ("Board"), and Jeffrey Charles Moss ("Superintendent").

**WITNESSETH:**

That whereas, on the 1<sup>st</sup> day of July, 2010, said Board and Superintendent entered into an employment contract, a copy whereof is hereto attached and incorporated herein by reference.

And whereas, said Board and Superintendent have each agreed to modify certain terms of the contract.

Now, therefore, pursuant to NC General Statute 115C-271 and a Resolution of the Board dated June 14, 2011, and for and in consideration of the covenants and agreements of the parties herein contained, the parties agree to extend the term of the Superintendent's current employment contract through June 30, 2015.

It is expressly agreed by the parties that this contract is supplemental to the contract of July 1, 2010, and all terms, conditions, and provisions of the original employment contract, unless specifically modified, are to apply to this agreement and are made in part thereof as though expressly rewritten, incorporated, and included herein.

IN TESTIMONY WHEREOF, the Lee County Board of Education has approved this agreement and caused duplicate original instruments to be executed in its name by its Chairman, and attested by its Vice-Chairman, all by order and resolution of the Board, and Jeffrey Charles Moss has accepted this agreement and has hereunto set his hand and seal, this the day and year first above written.

(SEAL)

**LEE COUNTY BOARD OF EDUCATION**

By: Shawn E. Williams  
**Shawn E. Williams, Chairman**

**ATTEST:**

John T. Bonardi, Jr.  
**John T. Bonardi, Jr., Vice-Chairman**

Jeffrey Charles Moss (SEAL)  
**Jeffrey Charles Moss  
Superintendent**

**NORTH CAROLINA  
LEE COUNTY**

I, Susan P. Britt, a notary public of the county and state aforesaid, certify that John T. Bonardi, Jr. personally came before me this day and acknowledged that he is the Vice-Chairman of the Lee County Board of Education, a body corporate and political; and that by authority duly given and as the act of said school board, the foregoing instrument was signed by its Chairman, sealed with its seal and attested by him as its Vice-Chairman.

Witness my hand and notarial seal, this the 24 day of June, 2011.



My Commission Expires:  
November 9, 2012

Susan P. Britt  
Notary Public

**NORTH CAROLINA  
LEE COUNTY**

I, Susan P. Britt, a notary public of the county and state aforesaid, certify that Jeffrey Charles Moss personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 24 day of June, 2011.



My Commission Expires:  
November 9, 2012

Susan P. Britt  
Notary Public

2014

**LEE COUNTY BOARD OF EDUCATION:**

**SUPERINTENDENT'S CONTRACT  
REVISED**

THIS SUPERINTENDENT'S CONTRACT (the "Contract"), dated effective as of July 1st, 2010 by and between the LEE COUNTY BOARD OF EDUCATION (the "Board") and Jeffrey Charles Moss ("Superintendent")

**WITNESSETH:**

WHEREAS, the Board has determined that Jeffrey Charles Moss 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 continue the appointment of Jeffrey Charles Moss to the position of Superintendent; and

WHEREAS, Jeffrey Charles Moss desires to accept the Board's continued 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 Jeffrey Charles Moss hereby accepts appointment, to fulfill the duties and responsibilities of Superintendent of the Lee County School Administrative Unit (the "System") for a term commencing July 1<sup>st</sup>, 2010, and continuing to June 30<sup>th</sup> 2014. Extension or renewal of the Contract shall be undertaken only by resolution of the Board and pursuant to N.C. Gen. Stat. § 115C-271.
  
2. **DUTIES OF SUPERINTENDENT:** Jeffrey Charles Moss, during the term of his appointment as Superintendent set forth in Paragraph 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. Gen. Stat. § 115C-276. In addition, but without limiting the responsibilities of the parties, the Board and Jeffrey Charles Moss further acknowledge and agree that he shall on an annual basis furnish evidence that he continues to possess the minimum credentials, educational prerequisites, and experience requirements as the State Board of Education shall prescribe.

3. **WORKING RELATIONSHIPS AND RESPONSIBILITIES:** The employment organization and arrangement of the professional staff for effective administration, supervision and teaching shall be based upon the recommendations of the Superintendent to the Board and as agreed to by the Board.

The staffing needs, assignments and/or transfer of employees of the Lee County School administration shall be determined by the Superintendent.

The Board of Education, individually or as a body, shall promptly refer all criticisms, complaints, and suggestions to the Superintendent for resolution or study and recommendation and shall refrain from individual interference with the administration of school policies and shall act only through Board action, first taking into consideration that its function as the Board is to make policy and that the responsibility of the Superintendent is to administer said policy. The Superintendent shall immediately report to the Board any unilateral action or activity by any individual Board Member that relates in any manner to the duties of the Superintendent.

4. **COMPENSATION:**

The Superintendent shall be paid at the highest level allowed for school systems the size of Lee County's according to the State Salary Schedule for Superintendents adopted by the North Carolina State Board of Education. In addition to the salary paid the Superintendent from state funds, the Board agrees to supplement the Superintendent's salary from local funds in an amount sufficient to constitute an initial aggregate annual salary of ONE HUNDRED SIXTY-TWO THOUSAND FOUR HUNDRED TWELVE AND NO/100 Dollars (\$162,412.00) ("aggregate annual salary"). The Board will not decrease the aggregate annual salary during the term of the contract. Effective at the beginning of the 2010-11 school year and at the beginning of each school year thereafter, the Superintendent's aggregate annual salary will increase by the amount of any increase allowed under the State Salary Schedule for Superintendents. The aggregate annual salary paid the 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. During the period of this agreement, the Superintendent's salary shall be reviewed at least annually by the Board. The Board may increase the Superintendent's salary by mutual consent or at any time by action of the Board. At no time shall the annual aggregate salary or the local salary supplement of the Superintendent be decreased during the term of this contract.

5. **AUTOMOBILE ALLOWANCE BENEFIT:** The Superintendent shall be required to provide his own personal automobile for use in the performance of his duties. The Board shall pay the Superintendent a monthly automobile allowance benefit of One Thousand dollars (\$1,000.00). The Superintendent shall be reimbursed for automotive transportation expense incurred for travel outside Lee County at the IRS mileage rate then applicable to all other employees of the Board. Upon approval by the Board, the Superintendent may use public transportation (i.e. airplane, train) for travel outside Lee County. The Superintendent shall file itemized expense statements with the Finance Officer of the Board to obtain reimbursement of public transportation expenses in accord with Board policy.
6. **HOUSING BENEFIT:** The Board agrees to compensate the Superintendent an amount not to exceed one thousand two hundred dollars (\$1,200.00) per month for housing. The housing benefit will commence July 1, 2010.
7. **VACATION AND OTHER BENEFITS:**
  - A. Superintendent shall receive 0 working days of vacation exclusive of legal holidays, annual leave days, and sick leave commensurate with such leave as he would be entitled to receive as an employee of the State of North Carolina.
  - B. The 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. Vacation and sick leave may be carried forward as provided by law and Board policy, and payment for any accrued and unused vacation leave at the termination of this Contract shall be made in accordance with Board policy. In order to provide essential services to the Board which might not otherwise be provided, the Superintendent may not be able to use all of his earned vacation in a year and/or be unable to schedule vacation at a desirable time. In consideration of such circumstances, the Board annually on June 30 shall compensate the Superintendent in an amount equal to a maximum of ten (10) vacation days accumulated beyond the state limit, computed at the daily rate of pay for the month of June of the Superintendent's aggregate annual salary (base salary plus salary supplement).
  - C. The Superintendent shall receive the same life insurance coverage, terminal pay and other personal benefits accorded to other professional employees of the school administrative unit as provided by law.
  - D. The Superintendent will be eligible for and included in the Board's group insurance plan for health/hospitalization/dental coverage on the same basis as its other employees. In addition the Board will pay for the Superintendent's participation in the plan, as well as an annual allowance not to exceed \$4,800.00 for dependent coverage.

- E. The Board agrees to reimburse the superintendent, not to exceed \$1,200 annually, for a term life insurance policy.
- F. **GENERAL EXPENSES:** The Board shall reimburse the Superintendent for reasonable and necessary expenses he incurs on behalf of the Board. Such expenses will be paid from the current operating funds of the Board. 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. Requests for reimbursements of actual expenses in excess of Board approved per diem must be approved by the Chairman of the Board.
- G. **PROFESSIONAL ASSOCIATIONS:** The Superintendent should be a member of appropriate professional organizations, including, but not limited to: The National and North Carolina School Boards Associations; the American Association of School Administrators; the North Carolina Association of School Administrators. The Superintendent's membership dues for professional organizations and the reasonable, necessary and stated expenses for attendance at professional meetings shall be reimbursed to him by the Board. The Superintendent is expected to attend appropriate professional meetings and courses at the local, state, and national level. The expenses of said attendance will be paid from the current operating funds of the Board. 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. Requests for reimbursement of actual expenses in excess of Board approved per diem must be approved by the Chairman of the Board.
- H. **CIVIC CLUB DUES:** The Superintendent is encouraged and expected to represent the Board and the school system in local civic activities. The dues or charges of the local Chamber of Commerce and one major civic group will be paid by the Board.
- I. **PROFESSIONAL GROWTH OF SUPERINTENDENT:** The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning and professional growth experiences. The Superintendent may attend appropriate professional meetings at the local, state and national level. Such out-of-state meetings shall be attended only with the prior approval of the Chairman of the Board. The expenses of said attendance at all such meetings will be paid from current operating funds of the Lee County Public School System. The Superintendent shall file itemized expense statements with the Chairman of the Board for reimbursement of these expenses in accordance with Board policy. Requests for reimbursement of actual expenses in excess of Board approved per diem must be approved by the Chairman of the Board.
- J. **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 his 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 Superintendent was acting within the scope and course of his employment and (b) provision of such liability coverage is within the authority of the Board under North Carolina law. The Board shall provide indemnity from liability as set forth above for all claims made and occurrences throughout the term of this contract and any extensions thereof. In no event will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, or legal proceedings.

- K. **MEDICAL EXAMINATION:** The Superintendent hereby agrees to have a medical examination annually, and a statement from a licensed physician certifying to the physical competency of the Superintendent to fulfill his duties and responsibilities shall be submitted to the Chairman of the Board and treated as confidential information by the Board. In the event of illness, the Superintendent, upon request by the Board, shall furnish additional relevant confidential information. The Board agrees to reimburse the Superintendent for expenses incurred as a result of the requirements of this provision of the Contract that are not otherwise covered by insurance.
- L. **BENEFITS SHIFTING OPTION:** As an inducement to forego retirement or other options which may become available to him, the Board will enable the Superintendent to select from among those benefits provided herein (other than those mandated by State law or regulation) and to transfer the cost of those benefits, to be received by him instead as additional salary compensation (included as his annual aggregate salary) in lieu of those benefits, effective July 1, 2010, or at any time thereafter, at the time of the Superintendent's choosing.
- M. **DEFERRED COMPENSATION:** During the initial four years of his continued contract beginning July 1, 2010, \$18,000 annually will be placed in an interest bearing account owned by Lee County Schools. At the conclusion of this revised contract ending June 2014, the Lee County Schools agrees and will compensate Jeffrey C. Moss the amount of deferred compensation plus all interest accrued during the four year period of this contract. If the Board elects to terminate this contract the Board agrees to pay the aggregate amount (including interest) from July 1, 2010 to date of termination.
8. **RESIDENCE:** Pursuant to N.C. General Statute Section 115C-272, the Superintendent shall establish and maintain his residence within Lee County.
9. **CONSULTING AND OUTSIDE EMPLOYMENT:** The duties and responsibilities of the Superintendent require full-time employment and frequently require the Superintendent to attend to his duties outside regular business hours. Accordingly, the Superintendent shall not accept any outside employment to be performed during the term of the Contract without obtaining

prior Board approval. As used herein, "outside employment" shall be understood to include, but is not limited to, service on boards or committees and all writing, consultative work, teaching, and speaking engagements undertaken in conjunction with membership in professional organizations. The Superintendent agrees to comply with the laws and statutes of North Carolina and with the Board policy regarding the conflicts of interest. In no event will the Board be required to reimburse any expenses incurred by the Superintendent in the performance of outside employment.

10. **DISABILITY:** If the Superintendent becomes totally disabled by reason of physical or mental illness or bodily injury; and said total disability exists for a period of (a) sixty (60) or more days during the first two years of the term of the Contract beyond that period which he would have been entitled to take as sick leave, vacation leave, or both or (b) thirty (30) or more days during the remaining term of the Contract beyond that period which he would have been entitled to take as sick leave, vacation leave, or both; or if the Superintendent is determined to be permanently disabled; the Board may (at its option) terminate the Contract, whereupon the respective duties, right, and obligations of the parties hereof shall terminate. Determination of the existence or nonexistence of total or permanent disability shall be made by the Board in a nondiscriminatory manner and pursuant to an examination by an physician, psychiatrist, psychologist, or mental health professional then currently licensed or authorized to practice in the State of North Carolina and selected, appointed, or approved by the Board. Application of this provision will be determined pursuant to the following definitions
  - a. **Total Disability** - The Superintendent will be considered totally disabled if it is determined that he is unable to perform one or more of his material duties under the Contract by reason of physical or mental illness or bodily injury.
  - b. **Permanent Disability** - The Superintendent will be considered permanently disabled if it is determined that the Superintendent's physical or mental illness or bodily injury (1) is expected to result in death or be of long-continued or indefinite duration and presents to reasonable prospect of rapid rehabilitation and (2) is likely to render the Superintendent unable to perform one or more of his material duties under the Contract.
  - c. **Physician** - Physician means a person who is operating within the scope of his/her license and is currently licensed to practice medicine and prescribe and administer drugs or to perform surgery in the State of North Carolina. It will not include a member of the Board or a spouse, daughter, son, father, mother, sister, or brother of a member of the Board or of the Superintendent.



- d. Physical Illness - Physical illness will include a disease or disorder of any type diagnosed by a physician. It will/will not include pregnancy or the complications of pregnancy.
- e. Mental Illness - Mental illness will include mental, nervous, or emotional diseases or disorders of any type diagnosed by a psychiatrist, psychologist, or other mental health professional then currently licensed or authorized to practice in the State of North Carolina.

11. DISCHARGE: The Board may discharge the Superintendent for cause during the term of the Contract. Causes for removal shall be those enumerated in N.C. Gen. Stat. § 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 from the State Board of Education (as provided for in N.C. Gen. Stat. § 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) days written notice of the time and place of a 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 his own behalf, and to cross-examine adverse witnesses. It shall not be grounds for objection by the Superintendent that a Board member recused from the hearing because he presented or participated in presenting to the Board a statement setting forth alleged grounds for discharge. The hearing shall be conducted in executive session and in accordance with N.C. Gen. Stat. § 115C-325 as applicable. 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.

If the Superintendent elects to be represented or accompanied by legal counsel at any hearing before the Board, he shall assume the cost of his legal expenses. In the event the Superintendent undertakes an appeal from any Board action, 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 Jeffery Charles Moss as Superintendent.

12. SUSPENSION: At the time the Board receives a report from the State Board of Education pursuant to N.C. Gen. Stat. § 115C-274 and/or Paragraph 11 above, the Board may, in its discretion, determine that immediate suspension of the

Superintendent is necessary, and the Board may suspend the Superintendent with pay for a reasonable time, not to exceed ninety (90) days. Before suspending the Superintendent, the Board shall give the Superintendent written notice of the suspension, said notice to include an explanation of the basis for the Board's decision to institute this suspension. If it is finally determined that no grounds for discharge exist, the Superintendent shall be reinstated immediately.

During the period of suspension, the Board may, pursuant to N.C. Gen. Stat. § 115C-275, appoint another person to serve as acting or interim Superintendent, with all the powers and duties prescribed for a Superintendent by N.C. Gen. Stat. § 115C-276.

13. **UNILATERAL TERMINATION BY THE BOARD:** The Board may, at its option and with sixty (60) days written notice to the Superintendent, unilaterally terminate the Contract. In the event of such termination, the Board shall pay the Superintendent, as severance pay, the aggregate annual salary payable pursuant to Paragraph 4 herein for the period beginning with the effective date of the termination and continuing to the termination date set forth in the Contract. The Board shall pay said severance pay in equal monthly payments. In the event the Superintendent obtains other employment prior to the termination date of the Contract, said severance pay shall be reduced in the amount of the salary or other monetary compensation received by Superintendent from his subsequent employer. In the event the Board decides to terminate the Contract pursuant to this provision, the right to a hearing before the Board, as specified in Paragraph 12 herein, and the right to appeal the Board's action pursuant to N.C. Gen. Stat. § 115C-274 shall be considered waived by the Superintendent.
14. **GOALS AND OBJECTIVES:** During the term of the Contract, the Board and the Superintendent shall meet on or before August 1<sup>st</sup> of each year to 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 15 herein.
15. **EVALUATION:** During the term of his employment as Superintendent, the Board shall provide Jeffrey Charles Moss with an annual evaluation of his performance of his duties as Superintendent in accordance with the evaluation system adopted by the State Board of Education. A confidential, written record of each evaluation shall be maintained in the files of the Board.
16. **REPRESENTATION AND WARRANTIES:** The Superintendent represents and warrants that he has never been discharged from any prior employment for cause; been convicted of a criminal offense (other than a minor traffic violation); declared bankruptcy or otherwise become unable to pay his just debts; had a civil judgment rendered against him; or committed any offense for which he was liable for discharge for cause, as that term is defined pursuant to N.C. Gen. Stat. §

115C-274. Breach of this representation and warranty shall constitute grounds for discharge for cause pursuant to Paragraph 13, above.

17. APPROVAL BY STATE SUPERINTENDENT AND STATE BOARD OF EDUCATION: The appointment of Jeffrey Charles Moss as Superintendent is subject to requirements set forth in N.C. Gen. Stat. § 115C-271. If Jeffrey Charles Moss cannot be qualified as Superintendent, the Contract is null and void.


18. MISCELLANEOUS:

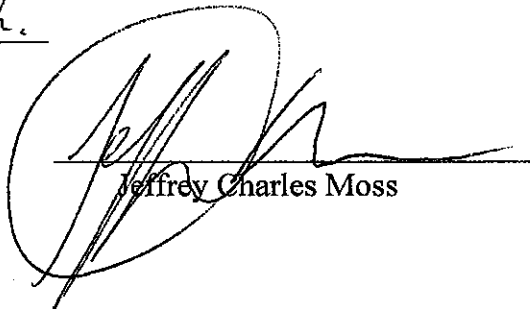
- a. The Contract may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.
- b. All headings herein are inserted for convenience only.
- c. Any exception or modification to the Contract shall be only by mutual written consent of the parties.
- d. This Contract shall be governed and interpreted by the laws and statutes of North Carolina.
- e. This Contract is subject to any amendment, repeal, or enactment of applicable provisions in the North Carolina General Statutes.
- f. If, during the term of the Contract, it is found that a specific clause therein is illegal or unenforceable under federal or North Carolina law, the remainder of the Contract shall not be affected thereby and shall remain in force.
- g. This Contract contains the entire agreement and understanding of the parties regarding the employment of Jeffrey Charles Moss by the Board and his appointment to fill the office of Superintendent *for* Lee County Board of Education.

IN WITNESS WHEREOF, the Board has caused the Contract to be executed on its behalf by its Chairman, pursuant to resolution of the Board, and Jeffrey Charles Moss has approved the Contract by affixing his signature, as of the date first above written.

LEE COUNTY BOARD OF EDUCATION

BY:   
Shawn Williams, Chairman

Attest:   
John T. Bonardi, Vice Chairman

 (SEAL)  
Jeffrey Charles Moss

Received and filed N.C. G. S. Section 115C-271

\_\_\_\_\_  
State Superintendent of Public Instruction

2013

**NORTH CAROLINA  
LEE COUNTY**

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of January, 2010, by and between the Lee County Board of Education ("Board"), and Jeffrey Charles Moss ("Superintendent").

**WITNESSETH:**

That whereas, on the 16<sup>th</sup> day of December, 2008, said Board and Superintendent entered into an employment contract, a copy whereof is hereto attached and incorporated herein by reference.

And whereas, said Board and Superintendent have each agreed to modify certain terms of the contract.

Now, therefore, pursuant to NC General Statute 115C-271 and a Resolution of the Board dated January 25, 2010, and for and in consideration of the covenants and agreements of the parties herein contained, the parties agree to extend the term of the Superintendent's current employment contract through June 30, 2013.

It is expressly agreed by the parties that this contract is supplemental to the contract of December 16, 2008, and all terms, conditions, and provisions of the original employment contract, unless specifically modified, are to apply to this agreement and are made in part thereof as though expressly rewritten, incorporated, and included herein.

IN TESTIMONY WHEREOF, the Lee County Board of Education has approved this agreement and caused duplicate original instruments to be executed in its name by its Chairman, and attested by its Vice-Chairman, all by order and resolution of the Board, and Jeffrey Charles Moss has accepted this agreement and has hereunto set his hand and seal, this the day and year first above written.

(SEAL)

**LEE COUNTY BOARD OF EDUCATION**

By: *William P. Tatum*  
**William P. Tatum, Chairman**

**ATTEST:**

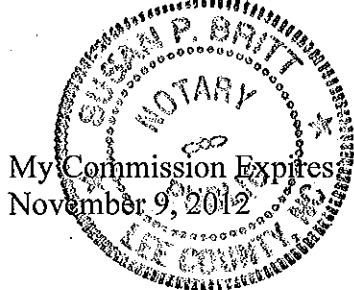
*Lynn H. Smith*  
**Lynn H. Smith, Vice-Chairman**

*Jeffrey Charles Moss* (SEAL)  
**Jeffrey Charles Moss  
Superintendent**

**NORTH CAROLINA  
LEE COUNTY**

I, Susan P. Britt, a notary public of the county and state aforesaid, certify that Lynn H. Smith personally came before me this day and acknowledged that he is the Vice-Chairman of the Lee County Board of Education, a body corporate and political; and that by authority duly given and as the act of said school board, the foregoing instrument was signed by its Chairman, sealed with its seal and attested by him as its Vice-Chairman.

Witness my hand and notarial seal, this the 9<sup>th</sup> day of February, 2010.

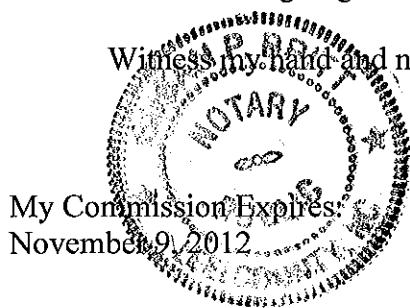


Susan P. Britt  
Notary Public

**NORTH CAROLINA  
LEE COUNTY**

I, Susan P. Britt, a notary public of the county and state aforesaid, certify that Jeffrey Charles Moss personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 9<sup>th</sup> day of February, 2010.



Susan P. Britt  
Notary Public

2009-2012

**LEE COUNTY BOARD OF EDUCATION:**

**SUPERINTENDENT'S CONTRACT**

**THIS SUPERINTENDENT'S CONTRACT (the "Contract"), dated effective as of December 16th, 2008 by and between the LEE COUNTY BOARD OF EDUCATION (the "Board") and Jeffrey Charles Moss ("Superintendent")**

**WITNESSETH:**

**WHEREAS, the Board has determined that Jeffrey Charles Moss 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 Jeffrey Charles Moss to the position of Superintendent; and**

**WHEREAS, Jeffrey Charles Moss 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 Jeffrey Charles Moss hereby accepts appointment, to fulfill the duties and responsibilities of Superintendent of the Lee County School Administrative Unit (the "System") for a term commencing January 20<sup>th</sup>, 2009, and continuing to June 30<sup>th</sup> 2012. Extension or renewal of the Contract shall be undertaken only by resolution of the Board and pursuant to N.C. Gen. Stat. § 115C-271.**
  
- 2. DUTIES OF SUPERINTENDENT: Jeffrey Charles Moss, during the term of his appointment as Superintendent set forth in Paragraph 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. Gen. Stat. § 115C-276. In addition, but without limiting the responsibilities of the parties, the Board and Jeffrey Charles Moss further acknowledge and agree that he shall on an annual basis furnish evidence that he continues to possess the minimum credentials, educational prerequisites, and experience requirements as the State Board of Education shall prescribe.**

3. **WORKING RELATIONSHIPS AND RESPONSIBILITIES:** The employment organization and arrangement of the professional staff for effective administration, supervision and teaching shall be based upon the recommendations of the Superintendent to the Board and as agreed to by the Board.

The staffing needs, assignments and/or transfer of employees of the Lee County School administration shall be determined by the Superintendent.

The Board of Education, individually or as a body, shall promptly refer all criticisms, complaints, and suggestions to the Superintendent for resolution or study and recommendation and shall refrain from individual interference with the administration of school policies and shall act only through Board action, first taking into consideration that its function as the Board is to make policy and that the responsibility of the Superintendent is to administer said policy. The Superintendent shall immediately report to the Board any unilateral action or activity by any individual Board Member that relates in any manner to the duties of the Superintendent.

4. **COMPENSATION:** The Superintendent shall be paid at the highest level allowed for school systems the size of Lee County's according to the State Salary Schedule for Superintendents adopted by the North Carolina State Board of Education. In addition to the salary paid the Superintendent from state funds, the Board agrees to supplement the Superintendent's salary from local funds in an amount sufficient to constitute an initial annual aggregate salary of ONE HUNDRED FIFTY-EIGHT THOUSAND FOUR HUNDRED TWELVE AND NO/100 Dollars (\$158,412.00) ("annual aggregate salary"). The Board will not decrease the local supplement during the term of the contract. Effective at the beginning of the 2009-10 school year and at the beginning of each school year thereafter, the Superintendent's annual aggregate salary will increase by the amount of any increase allowed under the State Salary Schedule for Superintendents. The annual aggregate salary paid the 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. During the period of this agreement, the Superintendent's salary shall be reviewed at least annually by the Board. The Board may increase the Superintendent's salary by mutual consent or at any time by action of the Board. At no time shall the annual aggregate salary or the local salary supplement of the Superintendent be decreased during the term of this contract.



5. **AUTOMOBILE ALLOWANCE:** The Superintendent shall be required to provide his own personal automobile for use in the performance of his duties. The Board shall pay the Superintendent a monthly automobile allowance of Five Hundred dollars (\$500.00). The Superintendent shall be reimbursed for automotive transportation expense incurred for travel outside Lee County at the IRS mileage rate then applicable to all other employees of the Board. Upon approval by the Board, the Superintendent may use public transportation (i.e. airplane, train) for travel outside Lee County. The Superintendent shall file itemized expense statements with the Finance Officer of the Board to obtain reimbursement of public transportation expenses in accord with Board policy.
6. **TEMPORARY HOUSING:** The board will pay the Superintendent as herein set above a monthly housing allowance for a period of six months the sum of one thousand dollars (\$1,000.00), said monthly funds to be paid in consecutive monthly installments on the first day of the month commencing on February 1, 2009 and continuing to July 1, 2009.
7. **RELOCATION ALLOWANCE:** The Board agrees to pay the Superintendent a one time relocation fee of Four Thousand dollars (\$4,000.00), said sum to be paid on August 1, 2009.
8. **VACATION AND OTHER BENEFITS:**
  - A. Superintendent shall receive 0 working days of vacation exclusive of legal holidays, annual leave days, and sick leave commensurate with such leave as he would be entitled to receive as an employee of the State of North Carolina.
  - B. The 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. Vacation and sick leave may be carried forward as provided by law and Board policy, and payment for any accrued and unused vacation leave at the termination of this Contract shall be made in accordance with Board policy. In order to provide essential services to the Board which might not otherwise be provided, the Superintendent may not be able to use all of his earned vacation in a year and/or be unable to schedule vacation at a desirable time. In consideration of such circumstances, the Board annually on June 30 shall compensate the Superintendent in an amount equal to a maximum of ten (10) vacation days accumulated beyond the state limit, computed at the daily rate of pay for the month of June of the Superintendent's annual aggregate salary (base salary plus salary supplement). Provided, however, that during the first fiscal year of this contract, the Superintendent's compensation under this provision shall be based on five (5) vacation days.

- C. The Superintendent shall receive the same life insurance coverage, terminal pay and other personal benefits accorded to other professional employees of the school administrative unit as provided by law.
- D. The Superintendent will be eligible for and included in the Board's group insurance plan for health/hospitalization/dental coverage on the same basis as its other employees. In addition, the Board will pay for the Superintendent's plan, as well as eligible dependents (not to exceed \$2,800.00 annually).
- E. The Board agrees to reimburse the superintendent, not to exceed \$1,200 annually, for a term life insurance policy.
- F. **GENERAL EXPENSES:** The Board shall reimburse the Superintendent for reasonable and necessary expenses he incurs on behalf of the Board. Such expenses will be paid from the current operating funds of the Board. 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. Requests for reimbursements of actual expenses in excess of Board approved per diem must be approved by the Chairman of the Board.
- G. **PROFESSIONAL ASSOCIATIONS:** The Superintendent should be a member of appropriate professional organizations, including, but not limited to: The National and North Carolina School Boards Associations; the American Association of School Administrators; the North Carolina Association of School Administrators. The Superintendent's membership dues for professional organizations and the reasonable, necessary and stated expenses for attendance at professional meetings shall be reimbursed to him by the Board. The Superintendent is expected to attend appropriate professional meetings and courses at the local, state, and national level. The expenses of said attendance will be paid from the current operating funds of the Board. 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. Requests for reimbursement of actual expenses in excess of Board approved per diem must be approved by the Chairman of the Board.
- H. **CIVIC CLUB DUES:** The Superintendent is encouraged and expected to represent the Board and the school system in local civic activities. The dues or charges of the local Chamber of Commerce and one major civic group will be paid by the Board.
- I. **PROFESSIONAL GROWTH OF SUPERINTENDENT:** The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning and professional growth experiences. The Superintendent may attend appropriate professional meetings at the local, state and national level. Such out-of-state meetings shall be attended only with the prior approval of the Chairman of the Board. The expenses of said attendance at

all such meetings will be paid from current operating funds of the Lee County Public School System. The Superintendent shall file itemized expense statements with the Chairman of the Board for reimbursement of these expenses in accordance with Board policy. Requests for reimbursement of actual expenses in excess of Board approved per diem must be approved by the Chairman of the Board.

- J. **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 his 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 Superintendent was acting within the scope and course of his employment and (b) provision of such liability coverage is within the authority of the Board under North Carolina law. The Board shall provide indemnity from liability as set forth above for all claims made and occurrences throughout the term of this contract and any extensions thereof. In no event will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, or legal proceedings.
- K. **MEDICAL EXAMINATION:** The Superintendent hereby agrees to have a medical examination annually, and a statement from a licensed physician certifying to the physical competency of the Superintendent to fulfill his duties and responsibilities shall be submitted to the Chairman of the Board and treated as confidential information by the Board. In the event of illness, the Superintendent, upon request by the Board, shall furnish additional relevant confidential information. The Board agrees to reimburse the Superintendent for expenses incurred as a result of the requirements of this provision of the Contract that are not otherwise covered by insurance.
9. **RESIDENCE:** Pursuant to N.C. General Statute Section 115C-272, the Superintendent shall establish and maintain his residence within Lee County.
10. **CONSULTING AND OUTSIDE EMPLOYMENT:** The duties and responsibilities of the Superintendent require full-time employment and frequently require the Superintendent to attend to his duties outside regular business hours. Accordingly, the Superintendent shall not accept any outside employment to be performed during the term of the Contract without obtaining prior Board approval. As used herein, "outside employment" shall be understood to include, but is not limited to, service on boards or committees and all writing, consultative work, teaching, and speaking engagements undertaken in conjunction with membership in professional organizations. The Superintendent agrees to

comply with the laws and statutes of North Carolina and with the Board policy regarding the conflicts of interest. In no event will the Board be required to reimburse any expenses incurred by the Superintendent in the performance of outside employment.

11. **DISABILITY:** If the Superintendent becomes totally disabled by reason of physical or mental illness or bodily injury; and said total disability exists for a period of (a) sixty (60) or more days during the first two years of the term of the Contract beyond that period which he would have been entitled to take as sick leave, vacation leave, or both or (b) thirty (30) or more days during the remaining term of the Contract beyond that period which he would have been entitled to take as sick leave, vacation leave, or both; or if the Superintendent is determined to be permanently disabled; the Board may (at its option) terminate the Contract, whereupon the respective duties, right, and obligations of the parties hereof shall terminate. Determination of the existence or nonexistence of total or permanent disability shall be made by the Board in a nondiscriminatory manner and pursuant to an examination by an physician, psychiatrist, psychologist, or mental health professional then currently licensed or authorized to practice in the State of North Carolina and selected, appointed, or approved by the Board. Application of this provision will be determined pursuant to the following definitions
- a. **Total Disability** - The Superintendent will be considered totally disabled if it is determined that he is unable to perform one or more of his material duties under the Contract by reason of physical or mental illness or bodily injury.
  - b. **Permanent Disability** - The Superintendent will be considered permanently disabled if it is determined that the Superintendent's physical or mental illness or bodily injury (1) is expected to result in death or be of long-continued or indefinite duration and presents to reasonable prospect of rapid rehabilitation and (2) is likely to render the Superintendent unable to perform one or more of his material duties under the Contract.
  - c. **Physician** - Physician means a person who is operating within the scope of his/her license and is currently licensed to practice medicine and prescribe and administer drugs or to perform surgery in the State of North Carolina. It will not include a member of the Board or a spouse, daughter, son, father, mother, sister, or brother of a member of the Board or of the Superintendent.

- d. **Physical Illness** - Physical illness will include a disease or disorder of any type diagnosed by a physician. It will/will not include pregnancy or the complications of pregnancy.
- e. **Mental Illness** - Mental illness will include mental, nervous, or emotional diseases or disorders of any type diagnosed by a psychiatrist, psychologist, or other mental health professional then currently licensed or authorized to practice in the State of North Carolina.

12. **DISCHARGE:** The Board may discharge the Superintendent for cause during the term of the Contract. Causes for removal shall be those enumerated in N.C. Gen. Stat. § 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 from the State Board of Education (as provided for in N.C. Gen. Stat. § 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) days written notice of the time and place of a 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 his own behalf, and to cross-examine adverse witnesses. It shall not be grounds for objection by the Superintendent that a Board member recused from the hearing because he presented or participated in presenting to the Board a statement setting forth alleged grounds for discharge. The hearing shall be conducted in executive session and in accordance with N.C. Gen. Stat. § 115C-325 as applicable. 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.

If the Superintendent elects to be represented or accompanied by legal counsel at any hearing before the Board, he shall assume the cost of his legal expenses. In the event the Superintendent undertakes an appeal from any Board action, 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 Jeffrey Charles Moss as Superintendent.

13. **SUSPENSION:** At the time the Board receives a report from the State Board of Education pursuant to N.C. Gen. Stat. § 115C-274 and/or Paragraph 11 above, the Board may, in its discretion, determine that immediate suspension of the Superintendent is necessary, and the Board may suspend the Superintendent with pay for a reasonable time, not to exceed ninety (90) days. Before suspending the Superintendent, the Board shall

give the Superintendent written notice of the suspension, said notice to include an explanation of the basis for the Board's decision to institute this suspension. If it is finally determined that no grounds for discharge exist, the Superintendent shall be reinstated immediately.

During the period of suspension, the Board may, pursuant to N.C. Gen. Stat. § 115C-275, appoint another person to serve as acting or interim Superintendent, with all the powers and duties prescribed for a Superintendent by N.C. Gen. Stat. § 115C-276.

**14. UNILATERAL TERMINATION BY THE BOARD:** The Board may, at its option and with sixty (60) days written notice to the Superintendent, unilaterally terminate the Contract. In the event of such termination, the Board shall pay the Superintendent, as severance pay, the aggregate annual salary payable pursuant to Paragraph 4 herein for the period beginning with the effective date of the termination and continuing to the termination date set forth in the Contract. The Board shall pay said severance pay in equal monthly payments. In the event the Superintendent obtains other employment prior to the termination date of the Contract, said severance pay shall be reduced in the amount of the salary or other monetary compensation received by Superintendent from his subsequent employer. In the event the Board decides to terminate the Contract pursuant to this provision, the right to a hearing before the Board, as specified in Paragraph 12 herein, and the right to appeal the Board's action pursuant to N.C. Gen. Stat. § 115C-274 shall be considered waived by the Superintendent.

**15. GOALS AND OBJECTIVES:** During the term of the Contract, the Board and the Superintendent shall meet on or before August 1<sup>st</sup> of each year to 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 15 herein.

**16. EVALUATION:** During the term of his employment as Superintendent, the Board shall provide Jeffrey Charles Moss with an annual evaluation of his performance of his duties as Superintendent in accordance with the evaluation system adopted by the State Board of Education. A confidential, written record of each evaluation shall be maintained in the files of the Board.

**17. REPRESENTATION AND WARRANTIES:** The Superintendent represents and warrants that he has never been discharged from any prior employment for cause; been convicted of a criminal offense (other than a minor traffic violation); declared bankruptcy or otherwise become unable to pay his just debts; had a civil judgment rendered against him; or committed any offense for which he was liable for discharge for cause, as that term is defined pursuant to N.C. Gen. Stat. § 115C-274 and Section 115C-325(e)(1). Breach of this representation and warranty shall constitute grounds for discharge for cause pursuant to Paragraph 13, above.

**18. APPROVAL BY STATE SUPERINTENDENT AND STATE BOARD OF EDUCATION:** The appointment of Jeffrey Charles Moss as Superintendent is subject to requirements set forth in N.C. Gen. Stat. § 115C-271. If Jeffrey Charles Moss cannot be qualified as Superintendent, the Contract is null and void.

**19. MISCELLANEOUS:**

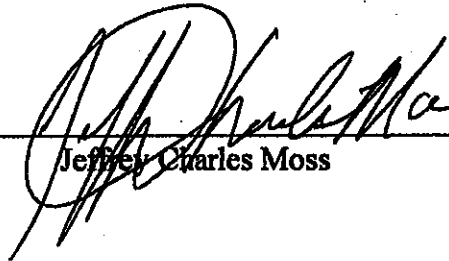
- a. The Contract may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.
- b. All headings herein are inserted for convenience only.
- c. Any exception or modification to the Contract shall be only by mutual written consent of the parties.
- d. This Contract shall be governed and interpreted by the laws and statutes of North Carolina.
- e. This Contract is subject to any amendment, repeal, or enactment of applicable provisions in the North Carolina General Statutes.
- f. If, during the term of the Contract, it is found that a specific clause therein is illegal or unenforceable under federal or North Carolina law, the remainder of the Contract shall not be affected thereby and shall remain in force.
- g. This Contract contains the entire agreement and understanding of the parties regarding the employment of Jeffrey Charles Moss by the Board and his appointment to fill the office of Superintendent *for* Lee County Board of Education.

IN WITNESS WHEREOF, the Board has caused the Contract to be executed on its behalf by its Chairman, pursuant to resolution of the Board, and Jeffrey Charles Moss has approved the Contract by affixing his signature, as of the date first above written.


LEE COUNTY BOARD OF EDUCATION

BY:   
William P Tatum, Chairman

Attest:   
Frank Thompson Sr., Vice Chairman

 (SEAL)  
Jeffrey Charles Moss

Received and filed N.C. G. S. Section 115C-271

  
State Superintendent of Public Instruction