

NORTH CAROLINA
COUNTY OF WAKE

CHIEF ACADEMIC OFFICER'S
CONTRACT

THIS AGREEMENT, made and entered into this 20th day of June, 2006, by and between the **WAKE COUNTY BOARD OF EDUCATION**, hereinafter referred to as the "Board," and **DONNA HARGENS** hereinafter referred to as "Chief Academic Officer";

WHEREAS, the Board desires to provide the Chief Academic Office 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 Chief Academic Officer 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 Chief Academic Officer, in consideration of the promises herein contained, agree as follows:

1. **TERM.**

The Board hereby employs and **DONNA HARGENS** hereby accepts employment as Chief Academic Officer for a term commencing July 1, 2006, and ending June 30, 2010.

The Board may by specific action and with the consent of the Chief Academic Officer extend the termination date of the existing contract to the extent permitted by state law.

2. **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE CHIEF ACADEMIC OFFICER.**

A. **CERTIFICATION.** The Chief Academic Officer shall furnish throughout the term of her employment as Chief Academic Officer valid and appropriate credentials to act as Chief Academic Officer as prescribed by the laws of this state, the regulations of the State Board of Education and the policies and regulations of the Board.

B. **DUTIES.** The duties of the Chief Academic Officer shall be those duties set forth in Board policy or otherwise assigned.

3. **COMPENSATION.**

The Board shall pay the Chief Academic Officer an annual base salary of One Hundred Twenty-Six Thousand Five Hundred Dollars (\$126,500.00) per year. The aggregate annual salary paid the Chief Academic Officer 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 members of the school administrative unit. In addition to this aggregate base salary, the Chief Academic Officer shall also receive any performance-based accountability bonuses authorized by the North Carolina General Assembly or the North Carolina Department of Public Instruction, if qualified. In addition to this aggregate annual salary, the Chief Academic Officer shall also receive any longevity payment to which she is entitled.

4. **VACATION AND OTHER BENEFITS.**

A. The Chief Academic Officer shall receive annual leave and sick leave as provided by state laws and North Carolina Board of Education regulations, as well as any local policies, which may apply. Annual leave and sick leave shall be taken in accordance with Board policy and State Board of Education regulations.

B. The Chief Academic Officer 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, at the request of the Chief Academic Officer and in accordance with state law, shall withhold and transfer an amount of salary annually, semiannually or monthly, said amount to be determined by the Chief Academic Officer, from the Chief Academic Officer's annual salary into a tax-deferred annuity program to be chosen by the Chief Academic Officer.

D. As an inducement to forego retirement or other options which may become available to her, the Board will enable the Chief Academic Officer to select from among those benefits provided herein (other than those mandated by State law or regulation and except for the benefit outlined in Section 5) and to transfer the costs of those benefits received by her instead as additional salary compensation in lieu of those benefits. Any additional salary the Chief Academic Officer receives through exercising this option shall not be considered a part of her aggregate salary for any other provision of this contract. A decision to elect this option must be made annually in writing and submitted to the Finance Officer.

5. PROFESSIONAL GROWTH OF CHIEF ACADEMIC OFFICER.

The Board expects the Chief Academic Officer to continue her professional development and expects her to participate in relevant learning experiences. The Board shall pay the Chief Academic Officer's charges for membership in two professional organizations, and a third membership in a local civic organization, with prior approval by the Superintendent and, upon approval by the Board, such other professional group memberships as the Chief Academic Officer feels are necessary to maintain and improve her professional skills. In addition, the

Chief Academic Officer may attend appropriate professional meetings at the local, state and national levels with prior approval of the superintendent, the expenses of said attendance to be paid from the current operating funds of the Wake County Public School System. To request payment of those expenses, the Chief Academic Officer shall file itemized expense statements with the Finance Officer.

6. EXPENSES.

The Board shall reimburse the Chief Academic Officer for reasonable expenses incurred by the Chief Academic Officer on behalf of the Board. The Chief Academic Officer shall file itemized expense statements with the Finance Officer for reimbursement of these expenses.

7. TRANSPORTATION.

The Board shall provide the Chief Academic Officer a travel allowance in the amount of Two Hundred Fifty-Seven Dollars (\$257.00) per month for in-system travel. In the event the State mileage reimbursement rate is increased during the term of this agreement, the monthly travel allowance will be increased by the same percentage. To the extent the Chief Academic Officer can verify actual travel expenses in excess of this amount she shall be entitled to reimbursement at the standard system rate.

8. PROFESSIONAL LIABILITY.

The Board agrees that it shall defend, hold harmless, and indemnify the Chief Academic Officer from any and all demands, claims, suits, actions and legal proceedings brought against the Chief Academic Officer in her individual capacity, or in her official capacity as agent and employee of the Board, provided the incident arose while the Chief Academic Officer was acting within the course and scope of her employment and excluding criminal litigation. 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 Chief Academic Officer against such demands, claims, suits, actions and legal proceedings.

9. DISABILITY.

Should the Chief Academic Officer be unable to perform any or all of her essential duties, even with reasonable accommodations, by reason of illness, accident or other cause beyond her control and should said disability exist for a period of more than 90 days, including the period of time which the Chief Academic Officer would have been entitled to take as sick leave or vacation leave, or both, or if said disability is permanent, irreparable or of such nature as, in the discretion of the Board, will make the performance of her duties impossible, the Board may, at its option, terminate this agreement, whereupon the respective duties, rights and obligations hereof shall terminate.

10. EVALUATION.

The Chief Academic Officer shall be evaluated annually in accordance with procedures adopted by the Superintendent.

11. REASSIGNMENT.

The Board or Superintendent may reassign the Chief Academic Officer to any other administrative or consulting position within the school system during the term of this contract. In the event of such reassignment, the Chief Academic Officer shall continue to receive all salary and benefits provided under paragraphs 3, 5, and 7 and shall be entitled to reimbursement for expenses as provided under paragraph 6 of this contract.

12. DISMISSAL.

The Chief Academic Officer shall be subject to dismissal for just cause during the term of this contract, pursuant to the provisions of G.S. 115C-278. Just cause shall include, but not be limited to, any reason listed in G.S. 115C-325(e)(1).

13. AMENDMENT.

This Agreement may be amended during its term by mutual written consent of the Board and the Chief Academic Officer. Any such amendment shall be in writing, approved by official action of the Board and accepted in writing by the Chairman of the Board and the Chief Academic Officer.

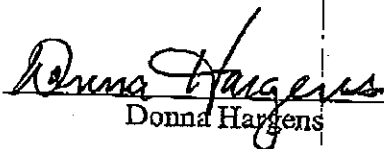
14. SAVINGS CLAUSE.

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 force.

IN TESTIMONY WHEREOF, the Wake County Board of Education has caused this instrument to be executed in its name by its Chair, Patti Head, and **DONNA HARGENS** has hereunto set her hand and seal, this the day and year first above written.


CHIEF ACADEMIC OFFICER

WAKE COUNTY BOARD OF EDUCATION

 (SEAL)
Donna Hargens


Patti Head, Chair

ATTEST:


Del Burns, Acting Superintendent

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Melanie A. Upton, a Notary Public, do hereby certify that Patti Head, personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that Carol Parker, is Vice Chair of the Board and that she is Chair of the Wake County Board of Education, the corporation described in and which executed the foregoing and annexed instrument; that she knows the common seal of said corporation, that the seal affixed to the foregoing instrument is said common seal, that the name of the corporation was subscribed thereto by said Chair and that said Chair and Vice Chair subscribed their names thereto and said common seal was affixed, all by order of the members of the Wake County Board of Education, and said instrument is the act and deed of said corporation.

Witness my hand and official seal this the 13th day of July, 2006.

(Official Seal)

Melanie A. Upton
Notary Public

My Commission Expires 2-11-2008.

My Commission expires _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Melanie A. Upton, a Notary Public for said County and State, do hereby certify that Dcl Burns personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 13th day of July, 2006.

(Official Seal)

Melanie A. Upton
Notary Public

My Commission Expires 2-11-2008.

My Commission expires _____

NORTH CAROLINA
WAKE COUNTY

FIRST AMENDMENT TO
CHIEF ACADEMIC OFFICER'S
CONTRACT

As authorized by the Wake County Board of Education ("Board") at its meeting on ~~September 5, 2006, the contract between the Board and Donna Hargens dated June 20, 2006,~~ is hereby amended as follows:

1. The annual aggregate salary as provided in Paragraph 3 is increased to \$135,800.00 effective July 1, 2006.

IN TESTIMONY WHEREOF, the Wake County Board of Education has approved this Agreement and caused this instrument to be executed in its name by its Chair, and duly attested to, all by order and resolution of the Board, and Donna Hargens has accepted this Agreement and has hereunto set her hand and seal, this 5th day of September, 2006.

CHIEF ACADEMIC OFFICER


WAKE COUNTY BOARD OF EDUCATION


Donna Hargens

(SEAL)


Patti Head, Chair

ATTEST:



Del Burns, Superintendent

**NORTH CAROLINA
WAKE COUNTY**

**SECOND AMENDMENT TO
CHIEF ACADEMIC OFFICER'S
CONTRACT**

As authorized by the Wake County Board of Education ("Board") at its meeting on **September 4, 2007**, the contract between the Board and Donna Hargens dated June 20, 2006, is hereby amended as follows:

1. The term of the contract is extended to June 30, 2011.
2. The annual aggregate salary as provided in Paragraph 3 is increased to \$143,581.00 effective July 1, 2007.

IN TESTIMONY WHEREOF, the Wake County Board of Education has approved this Agreement and caused this instrument to be executed in its name by its Chair, and duly attested to, all by order and resolution of the Board, and Donna Hargens has accepted this Agreement and has hereunto set her hand and seal, this 4th day of September, 2007.

CHIEF ACADEMIC OFFICER

WAKE COUNTY BOARD OF EDUCATION

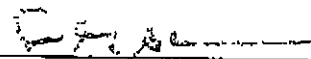


Donna Hargens (SEAL)



Rosa Gill, Chair

ATTEST:



Del Burns, Superintendent

**NORTH CAROLINA
WAKE COUNTY**

**THIRD AMENDMENT TO
CHIEF ACADEMIC OFFICER'S
CONTRACT**

As authorized by the Wake County Board of Education ("Board") at its meeting on **September 16, 2008**, the contract between the Board and Donna Hargens dated June 20, 2006, is hereby amended as follows:

1. The term of the contract is extended to June 30, 2012.
2. The annual aggregate salary as provided in Paragraph 3 is increased to \$148,965.00 effective July 1, 2008.

IN TESTIMONY WHEREOF, the Wake County Board of Education has approved this Agreement and caused this instrument to be executed in its name by its Chair, and duly attested to, all by order and resolution of the Board, and Donna Hargens has accepted this Agreement and has hereunto set her hand and seal, this 16th day of September, 2008.

CHIEF ACADEMIC OFFICER

WAKE COUNTY BOARD OF EDUCATION

 (SEAL)
Donna Hargens


Rosa Gill, Chair

ATTEST:


Del Burnas, Superintendent

**NORTH CAROLINA
WAKE COUNTY**

**FOURTH AMENDMENT TO
CHIEF ACADEMIC OFFICER'S
CONTRACT**

As authorized by the Wake County Board of Education ("Board") at its meeting on **October 6, 2009** the contract between the Board and Donna Hargens dated June 20, 2006, is hereby amended as follows:

1. The term of the contract is extended to June 30, 2013.

IN TESTIMONY WHEREOF, the Wake County Board of Education has approved this Agreement and caused this instrument to be executed in its name by its Chair, and duly attested to, all by order and resolution of the Board, and Donna Hargens has accepted this Agreement and has hereunto set her hand and seal, this 6th day of October, 2009.

CHIEF ACADEMIC OFFICER

Donna W. Hargens (SEAL)
Donna Hargens

WAKE COUNTY BOARD OF EDUCATION

Kevin L. Hill
Kevin Hill, Chair

ATTEST:

Del Burns
Del Burns, Superintendent

NORTH CAROLINA
WAKE COUNTY

**FIRST AMENDMENT TO
CHIEF ACADEMIC
OFFICER CONTRACT**

As authorized by the Wake County Board of Education ("Board") at its meeting on April 6, 2010, the contract between the Board and Dr. Donna Hargens dated June 20, 2006, is hereby amended as follows:

APPOINTMENT AS INTERIM SUPERINTENDENT. Dr. Hargens shall serve as Interim Superintendent until a permanent superintendent begins service. Dr. Hargens' contract as Chief Academic Officer will remain in effect while serving as Interim Superintendent except as modified in this Amendment and will continue in effect through the term of the contract for Chief Academic Officer unless modified by the agreement of both parties in writing.

COMPENSATION. To compensate the Interim Superintendent for the additional responsibilities and expenses of the position, the Board will provide the following:

\$3000 per month for the months of April, May and June 2010 and \$5000 per month for each month of service as Interim Superintendent beyond June 30, 2010.

The opportunity to exchange up to ten accrued annual leave days for additional salary, computed at 1/250 of the Interim Superintendent's aggregate annual salary for the 2009-2010 fiscal year for any such exchange by June 30, 2010, and at 1/250 of the annual salary in effect for exchanges made after June 30, 2010 and while serving as Interim Superintendent.

An increase in travel allowance to \$750.00.

DUTIES AND RESPONSIBILITIES. As Interim Superintendent, Dr. Hargens shall have charge of the administration of the schools under the direction of the Board and be entitled to attend all Board and Board committee meetings (unless the Board has entered closed session to discuss his own performance); shall direct and assign teacher and other employees of the schools under her supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the Wake County School System, provided the Interim Superintendent shall consult with the Board prior to the administrative transfer of any school principal(s); shall select all personnel subject to the approval of the Board; shall have the authority to immediately accept resignations of personnel, for and on behalf of the Board, shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district; and in general perform all duties incident to the office of superintendent and such other duties as may be prescribed by law or by the Board from time to time, including but not limited to any duties identified by the Board in establishing the Superintendent's annual performance criteria. The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to

its attention to the Interim Superintendent for study and recommendation and shall refrain from individual interference with the administration of school policies except through Board action. Dr. Hargens shall also assist in the transition of the permanent superintendent. The terms of this Contract shall govern and supercede any existing or future board policy or board action that conflicts with this Contract.

IN TESTIMONY WHEREOF, the Wake 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 Dr. Hargens has accepted this Agreement and has hereunto set her hand and seal, this 1st day of June, 2010.

INTERIM SUPERINTENDENT

WAKE COUNTY BOARD OF EDUCATION

Donna Hargens (Seal)
Dr. Donna Hargens

Ron Margiotta (Seal)
Ron Margiotta, Chairman

ATTEST:

[Signature] (Seal)
Debra Goldman, Vice-Chairman

Wake County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Donna Hargens, Ron Margiotta, Debra Goldman

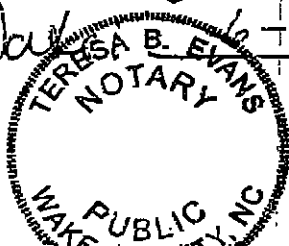
12-14-2013

Name of principal

My commission expires

6-1-10

Teresa B. Evans



Official Signature of Notary

Teresa B. Evans

Notary's printed name