

**STATE OF NORTH CAROLINA
COUNTY OF CHOWAN**

THIS CONTRACT, made and entered into this ____ day of _____, 2021, by and between the Edenton-Chowan Board of Education, (hereinafter referred to as Board), party of the first part; and W. Hackney High, Jr., (hereinafter referred to as High), party of the second part; all of Chowan County, North Carolina.

WITNESSETH:

That for the purpose and subject to the terms and conditions hereafter set forth, said Board hereby employs said High; and said High hereby accepts such employment;

1. The duties to be performed by High are as follows:

a. To attend regularly scheduled meetings of the Board of Education; to advise and counsel members of said Board, the Superintendent of Schools and designated administrative staff personnel concerning questions of law which do not require extensive research.

b. To review Board policy and legal implications of Board contracts with non-school personnel; to attend special Board meetings and workshops conducted for members and/or staff personnel; to participate in negotiation of contracts with third parties for goods and services.

c. To provide legal opinions, consultations, legal research, representation in internal hearings, and consultations with staff participants in faculty hearings, to prepare legal documents on behalf of the Board and school personnel.

d. To appear before any court of law or administrative board, panel, commission or committee at such time as the Board or its representative is required to make an appearance or it is desired by said Board that an appearance be made.

e. To examine public records and to certify title pertaining to any real property which may be under consideration by said Board for purchase or mortgage.

f. To provide any and all legal services for and on behalf of said Board which may become necessary or may be desired by said Board during the term of this contract.

2. This employment will begin on the 1st day of July, 2020 and unless sooner terminated by mutual consent or as hereinafter provided, shall exist and continue to and including the 30th day of June, 2021.

3. As consideration for his services, High shall receive the sum of Two Thousand Five Hundred (\$2,500.00) Dollars as a retainer for his attendance at regularly scheduled meetings of the Board of Education and for services enumerated in subparagraph 1a. herein.

As consideration for the services enumerated in subparagraphs 1b. and 1c. High shall receive the sum of One Hundred Thirty Five (\$135.00) Dollars per hour for actual time spent while preparing for said appearance.

As consideration for the services enumerated in subparagraph 1e. High shall receive not less than Two hundred (\$200.00) Dollars and not more than one-half of one percent of the value of the property to be purchased or mortgaged per title examination and certification, or the sum of \$130.00 per hour whichever is greater.

As consideration for all other services, whether or not hereinbefore enumerated, High shall receive the sum of One Hundred Thirty Five (\$135.00) Dollars per hour for actual time spent in rendering said services.

As consideration for attendance at meetings of the North Carolina Council of School Attorneys and seminars dealing with education law, in addition to out of pocket expenses stated hereinafter in paragraph 4, High shall receive the sum of \$350.00 per day while so attending.

4. Board agrees that High shall be reimbursed for all out of pocket expenses incurred in rendering legal services, including but not limited to: copying paper and/or documents in excess of twenty pages at any one time (at a rate of 20 cents per page); title insurance premiums; filing costs with any court, board or committee and any office of Register of Deeds; and while attending conferences and workshops (at a rate equal to that paid by the State of North Carolina to its employees).

IN TESTIMONY WHEREOF said parties have executed this contract in duplicate originals, one of which is retained by each of the parties, the day and year above written.

_____(SEAL)
Superintendent

_____(SEAL)
Chairman, Board of Education

_____(SEAL)
W. Hackney High, Jr., Attorney at Law