

STATE OF NORTH CAROLINA

CONTRACT

COUNTY OF DAVIDSON

This Contract made and entered into this ____ day of _____, 20__, by and through **Davidson County**, a body politic and corporate, hereinafter called "County," and _____, hereinafter called "Recipient."

WITNESSETH:

WHEREAS, the Davidson County Board of Commissioners recognizes that the quality education of students within Davidson County is essential to the general enhancement of the overall general welfare of Davidson County and that the knowledge of the citizens is necessary to good government and to the happiness of mankind; and

WHEREAS, the presence of qualified and dedicated teachers in the public schools within Davidson County is extremely important and valuable to the proper education, training, health, welfare and general condition of the citizens of Davidson County; and

WHEREAS, Davidson County desires to offer qualified students scholarships for the purposes of defraying the tuition and other costs of education for such students; and

WHEREAS, the Board of Commissioners has enacted the Davidson County Teaching Scholarship Ordinance to establish and implement the scholarship program; and

WHEREAS, the Scholarship Review Committee has awarded a scholarship to Recipient and, on behalf of County, has offered a scholarship to Recipient; and

WHEREAS, Recipient desires to accept the offer, to be bound by the provisions of this Contract and to receive the benefits of this scholarship; and

WHEREAS, this Contract is entered into pursuant to the Ordinance; and

WHEREAS, the County is authorized to use local revenues to supplement secondary and post-secondary educational programs and to enter into a Contract to carry out a public purpose which the County is authorized to engage in and to engage in, support, participate in and initiate social services programs for educational purposes; and that the education of the

citizens of Davidson County and the provisions of teachers for such education is a public purpose of Davidson County government.

NOW, THEREFORE, in consideration of the foregoing promises and obligations, Davidson County and Recipient do hereby covenant and agree as follows:

1. **GRANT OF SCHOLARSHIP:** The County shall pay to the Recipient the total sum of Five Thousand Dollars (\$5,000.00) for use by the Recipient to pay the cost of tuition, room and board, books and other course materials, and reasonable living expenses associated with the Recipient's attendance and enrollment of Recipient at a post-secondary institution. The aforementioned total sum shall be divided into yearly incremental distributions based on Recipient's current year of attendance in post-secondary education. Should the aforementioned grant award be paid to the Recipient in yearly increments, the Recipient shall provide documentation to the County that the Recipient continues to be a student in good standing with a G.P.A. of at least 2.8 in order to receive subsequent checks. This proof shall be provided by way of letter issued by the educational institution that the Recipient is enrolled and contains the GPA as of the date of the letter. **It will be the responsibility of the Recipient to timely provide this required verification to the Office of the County Manager on an annual basis and request that subsequent checks be approved and issued pursuant to this Contract. This shall be done by either hand delivery to 913 North Greensboro Street, Lexington, North Carolina 27292, or by mail to Post Office Box 1067, Lexington, North Carolina 27293-1067.**

2. **RECIPIENT TO GRADUATE AND OBTAIN A TEACHER'S CERTIFICATION:** Recipient shall graduate from a post-secondary institution and shall be qualified to obtain a North Carolina teacher's certification by no later than August 30 immediately after the Recipient's graduation from a post-secondary institution. **It will be the responsibility of the Recipient to timely provide this required verification to the Office of the County Manager. This shall be done by either hand delivery to 913 North Greensboro Street, Lexington, North Carolina 27292, or by mail to Post Office Box 1067, Lexington, North Carolina 27293-1067.**

3. **EMPLOYMENT IN A SCHOOL IN DAVIDSON COUNTY:** By no later than six months following the date on which Recipient receives a North Carolina teacher's certification, Recipient shall make a good faith effort to seek and accept an offer of employment for a teaching position in either the Lexington City Schools, Thomasville City Schools, Davidson County Schools or County based private school. If employed by one of these entities, Recipient shall remain employed as a teacher with any of the aforementioned schools or school systems for a minimum of three (3) academic years following the date of initial hire as a teacher in any of the school systems. Nothing in this Contract shall prevent a Recipient from changing teaching positions or accepting a teaching position with a different public school system or

private school in Davidson County. However, this Contract shall not be construed and is not intended to relieve any Recipient from any obligations, rules, policies or regulations of the public school or private school which employs the Recipient or the school at which the Recipient teaches nor does this Contract authorize Recipient to breach any contract with any school or school system. **NEITHER DAVIDSON COUNTY NOR ANY OFFICER, AGENT OR EMPLOYEE THEREOF NOR ANY MEMBER OF THE SCHOLARSHIP REVIEW COMMITTEE WARRANT OR MAKE ANY PROMISE OR AFFIRMATION OR ASSURANCE OR GUARANTEE THAT A RECIPIENT SHALL OBTAIN OR BE OFFERED EMPLOYMENT WITH ANY OF THE SCHOOL SYSTEMS.** It will be the responsibility of the Recipient to timely provide this required verification to the Office of the County Manager. This shall be done by either hand delivery to 913 North Greensboro Street, Lexington, North Carolina 27292, or by mail to Post Office Box 1067, Lexington, North Carolina 27293-1067.

4. **EXTENSION OF TIME:** If a Recipient applies but is not able to obtain an offer of employment as required in Section 3, the Recipient may obtain an extension of time for up to one year upon a showing of good cause by the Recipient to the Board of Commissioners. Any application for an extension of time must be filed prior to the expiration of the current deadline for obtaining employment. The Recipient shall have the burden of showing good cause. It shall not be considered a breach of this Contract for a Recipient who has failed a timely application for an extension of time to obtain and accept an offer of employment, even if such occurs after the expiration of the current deadline. **It will be the responsibility of the Recipient to timely apply for this extension of time by written request to the Office of the County Manager. This shall be done by either hand delivery to 913 North Greensboro Street, Lexington, North Carolina 27292, or by mail to Post Office Box 1067, Lexington, North Carolina 27293-1067.**

5. **NOTICES:** All notices, requests and other correspondence required to be submitted by the Recipient shall be mailed to the Office of the County Manager, Post Office Box 1067, Lexington, North Carolina 27293-1067. All notices, requests and other correspondence which is sent by the County to the Recipient shall be sent by certified mail, restricted delivery to the Recipient at the Recipient's last known mailing address. It shall be the duty of the Recipient to diligently and promptly notify the Office of the County Manager of any changes in the Recipient's residential or mailing address and telephone number.

6. **WAIVER OF PRIVACY OF EDUCATIONAL RECORDS:** By applying for a scholarship and by accepting an award, the Recipient gives to the County the permission to obtain and review the academic records and academic information of the Recipient. The Recipient waives any objection to or legal claim for the release of such records based upon any statute, rule, regulation or other law prohibiting, limiting or otherwise regulating the privacy of such records.

7. **INCORPORATION OF ORDINANCE:** The provisions of the Davidson County Teaching Scholarship Ordinance and Amendments thereto, are incorporated by reference into this Contract and are made provisions of this Contract. All terms in this Contract shall have the same definitions that are contained for such terms in the Davidson County Teaching Scholarship Ordinance.

8. **BREACH AND RECISSION OF CONTRACT:** A failure of the Recipient to fully perform any obligation or abide by any term set forth in this Contract or the Davidson County Teaching Scholarship Ordinance shall constitute a substantial and material breach of this Contract. This Contract may be rescinded by the County if it is discovered after the execution of this Contract that the Recipient does not meet the eligibility requirements as set forth in Section 5 of the Davidson County Teaching Scholarship Ordinance or if a Recipient obtains or accepts an award as the result of false information provided by the Recipient on the application. Prior to the rescission of this Contract by the County, the Recipient shall receive a Notice of Intent to Rescind Contract addressed by certified mail to the Recipient and the Recipient shall be entitled to a hearing before the Board of Commissioners to contest such rescission. The Recipient must request in writing a hearing by no later than thirty (30) days following the date which the Recipient receives the Notice. The procedures for the hearing are governed by Section 11(g) of the Davidson County Teaching Scholarship Ordinance.

9. **REMEDIES:** If a Contract is rescinded by the County as provided in Paragraph 9 of this Contract and Section 10 of the of the Ordinance or if the Contract is rescinded by the applicant, the amount of the scholarship paid to the Recipient shall become immediately due and payable. Such amount shall constitute a debt payable to the County and may be recovered by Davidson County in an appropriate legal action. The County may also seek and obtain against Recipient compensatory damages, punitive damages or equitable relief for any wrongful act or omission of the Recipient arising out of or related to this Contract or the Ordinance. The County shall also be entitled to costs and fees, including reasonable attorney's fees, for any suit initiated pursuant to this Section. The jurisdiction and venue of any such action by the County shall be as provided in Section 10 of this Contract.

10. **JURISDICTION AND VENUE:** By accepting an award of a scholarship, the Recipient agrees to be subject to the personal jurisdiction of the courts and of the State of North Carolina and waives any defense to a lawsuit based upon lack of personal jurisdiction of the courts of North Carolina over the Recipient. The County reserves the right to establish that the Recipient is subject to the personal jurisdiction of the courts of North Carolina through any other method or authority provided by law. Any suit instituted by the County arising out of a

breach of this Contract by the Recipient or any other wrongful or unlawful act arising out of this Contract may be instituted in the appropriate division of the General Court of Justice in Davidson County or, at the option of the County in such county or state where the Recipient resides at the time such legal action is initiated by the County. Any action or suit instituted against the County or any agent, officer or employee thereof, arising out of the scholarship Contract, to contest the validity of this Contract or the Davidson County Teaching Scholarship Ordinance, or to otherwise request any relief based upon occurrences, conduct or events arising out of the Contract or the Scholarship Ordinance shall be initiated only in the appropriate division of the General Court of Justice in Davidson County.

11. **NO ASSIGNMENT OF CONTRACT OR DELEGATION OF DUTIES:** Neither Recipient nor the County may assign their respective rights or delegate their respective duties under this Contract to any other person or entity. However, nothing in this paragraph shall prohibit the County from employing or appointing agents and employees to administer and enforce the provisions of this Contract or the Ordinance.

12. **WAIVER OF LIABILITY:** The County shall assume no liability (except for a specific breach of contract) in tort or otherwise to Recipient arising out of any alleged negligent act or omission or alleged violation of any statute, rule, regulation or other law by the Scholarship Review Committee, Davidson County or any agent, employee or official thereof.

13. **RESPONSIBLE ADULT:** If Recipient is not at least age eighteen (18) years old, then this Contract shall be signed by both the Recipient and the Responsible Adult of the Recipient, who shall be the Recipient's parent, legal guardian or person standing *in loco parentis* for the Recipient. The Responsible Adult shall be bound by the provisions of this Contract and upon signing this Contract shall be deemed to have waived on his own behalf and Recipient's behalf objections to personal jurisdiction in the courts of North Carolina, objection to or legal claim for the release of educational or other records regarding the Recipient based upon any statute, rule, regulation or other law prohibiting, limiting or otherwise regulating the privacy of such records and any other right or privilege which Recipient would be deemed to have waived if Recipient were at least age eighteen (18) years old. The Responsible Adult shall be subject to legal action as provided in this Contract.

14. **SEVERABILITY OF PROVISIONS:** If any sentence or provision of this Contract is declared by a court of competent jurisdiction to be invalid, void or unenforceable, then the remaining portions that are valid, legal and enforceable shall remain in full force and effect. The provisions of this Contract are each separate and individual.

15. **NO PRESUMPTION IN INTERPRETATION:** This Contract was drafted by the Davidson County Attorney, but no presumption regarding interpretation of the terms and provisions of this Contract shall apply as a result of the Davidson County Attorney drafting this Contract.

16. **ACKNOWLEDGEMENT OF CAPACITY TO CONTRACT:** Recipient acknowledges that Recipient is at least eighteen (18) years old, possesses the sufficient legal capacity to enter into Contract, has voluntarily and knowingly entered into this Contract. Recipient acknowledges that Recipient has read or has had an opportunity to read and fully understands the foregoing provisions of this Contract. If Recipient is not at least age eighteen (18) years, then the Responsible Adult of the Recipient acknowledges that both Responsible Adult and the Recipient have voluntarily and knowingly entered into this Contract and have read or have had an opportunity to read and fully understand the foregoing provisions of this Contract.

17. **ENTIRE AGREEMENT:** This Contract contains the entire understanding and agreement of the parties and shall be binding upon and shall inure to the benefits of all heirs, assigns, executives, administrators and other personal representatives of Recipient and the Responsible Adult, if such person signs the Contract. It may be changed only by an agreement in writing signed by both parties. No alleged oral or unwritten alleged contract or agreement shall be recognized by Davidson County.

IN WITNESS WHEREOF, the said Davidson County has caused this Contract to be signed by the Chairman of the Board of Commissioners of Davidson County, attested by the Clerk of the Board of Commissioners of Davidson County, and its official seal to be hereto affixed, all by authority of said Board duly given, this day and year first written above.

[The remainder of this page left intentionally blank]

DAVIDSON COUNTY

BY: _____
Chairman of the Board of Commissioners

ATTEST:

Clerk to the Board of
Commissioners of Davidson County

RECIPIENT

RESPONSIBLE ADULT OF RECIPIENT

STATE OF NORTH CAROLINA
COUNTY OF DAVIDSON

I, _____, a Notary Public of said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

PRE-AUDIT CERTIFICATE

This contract has been pre-audited by the County Finance Officer in the manner required by the Local Government Budget and Fiscal Control Act.

Jane S. Kiker
Finance Officer