

NC State's Leadership Academy Fellow Commitment Agreement

This Promissory Note, Scholarship and Commitment Agreement (hereinafter "the Agreement") is by and between the undersigned maker (hereinafter "the Fellow"), and the Master of School Administration (MSA) in Educational Leadership Program at North Carolina State University (hereinafter "the Program").

WHEREAS, the Fellow has been selected by the Program to participate in the MSA in Educational Leadership and to receive scholarship loans, specialized trainings, and the use of Program equipment, including but not limited to resources, textbooks and technology (collectively "Equipment" herein), for participation thereunder. The approximate total value per Fellow of this scholarship program is one hundred ten thousand dollars (\$110,000.00). The scholarship loan portion of this scholarship will not exceed is the value of the direct scholarship for tuition and fees that you receive.¹

NOW, THEREFORE, for and in consideration of the scholarship and access to Program equipment, the Fellow promises to pay the Program, its successors or any subsequent holder of the debt, the total principal amount of all funds advanced to the Fellow under this Agreement, up to the maximum amount of seventeen thousand (\$17,000) with interest on the unpaid principal at a rate of five percent (5%) per annum, subject to the following terms and conditions;

1. **SCHOLARSHIP LOANS.** Subject to the availability of funds appropriated by the state of North Carolina, and provided that the Fellow continuously complies with all of the terms, conditions, and policies of the Program and North Carolina State University, the Program shall award the first portion of the scholarship loan (the "Loan") directly to NC State's Bursar Office for the Fellow's tuition on or about July 15, 2018. The Program shall award subsequent portions of the scholarship loan (the "Loan"), in amounts not to exceed a total loan amount of seventeen thousand dollars (\$17,000), directly to NC State's Bursar Office for the Fellow's tuition and fees, subject to the terms and conditions hereinafter set forth or incorporated by reference. *The Fellow is responsible for any tax liability of the Loan and should consult a tax professional to determine any tax liability associated with the Loan.*
2. **USE OF FUNDS.** The Fellow hereby agrees that the Loan shall be used solely and exclusively for the tuition and fees and program-related costs associated with attending North Carolina State University and participating in the MSA degree program through the Principal Leadership Academy.

The Fellow's failure to comply with any condition specified in this paragraph shall be default hereunder, and subject to these provisions and the terms of paragraph 11.

3. **ACADEMIC REQUIREMENTS.** At all times during enrollment in the Program, the Fellow shall (a) enroll and register for all courses on time and maintain satisfactory progress, as defined by the Program's policies, in the program toward the completion of the MSA degree; (b) enroll in all semester hours of courses in the Program as specified and earn a grade of at least a "B" in coursework or as otherwise stipulated by the Program Director; (c) make satisfactory progress through all program and district requirements, specialized trainings, artifacts/assignments, including but not limited to, the 21 dispositions identified in the NC Standards for School Executives; (d) comply with all policies, regulations and rules of North Carolina State University and any partnering school district, including but not limited to, those regarding confidentiality, use of Information Technology resources, and professional dress standards.

The Fellow's failure to comply with any condition specified in this paragraph shall be default hereunder, and subject to these provisions and the terms of paragraph 11.

4. **FELLOW'S RESPONSIBILITIES.**
 - a. **Fellow's Coursework Responsibilities.** The Fellow acknowledges and understands that this is an intensive program that will require a *substantial time commitment*. The Fellow will be enrolled in

¹ For example, if the Fellow receives \$15,000 in tuition and fees paid on their behalf, then the scholarship loan portion the Fellow would be responsible for would be \$15,000). The Fellow will not be expected to repay other items that are paid for on their behalf (For example, the cost of a specialized training). The Fellow will not be required to repay any salary provided by a NC State scholarship.

full-time MSA program (as defined by NC State University). For 2018, the Fellow should be able to commit to attending sessions on the dates in Appendix A (dates are subject to change):

- i. *Mandatory Orientation*: Saturday, April 28th from 8:30 a.m. - 7:00 p.m. (at NC State's Friday Institute in Raleigh). More information on Orientation will follow.
- ii. *Classes*: Classes will be held in various locations as noted on the calendar provided to you. To the best of our ability, summer classes will be held in an approved location most proximal to the partner districts. ***Please carefully review the table of class/training dates that was provided to you (See Appendix A). Fellows are expected to attend all training sessions.***
- iii. Classes during Fall 2018 (Year 1) will generally be on Monday and Wednesday from approximately 4:15-8:00 p.m. and approximately every other Saturday (usually 5-7 Saturdays a semester). In Year 2, classes will be held all day one day a week (typically either Tuesday or Wednesday) and also 5-7 Saturdays per semester. In both Year 1 and Year 2 the Fellow will be expected to travel to conferences, specialized trainings, and for school site visits. All travel dates will be provided as far in advance as possible. Overnight travel will usually be fully paid for by NC State. Mileage for travel on day trips will not be reimbursed and mileage may or may not be reimbursed for overnight trips. Reimbursement guidelines for mileage for each overnight event will be provided as far in advance as possible.
- iv. The Fellow must commit to completing coursework and participating fully beginning Summer 2018.
- v. During the second year of the program the Fellow will participate in a full-time principal residency, as outlined in Paragraph 12, and continue to take classes on Tuesdays (or one specified day each week) and approximately two Saturdays each month.
- vi. The Fellow will need continuing access to a computer and that computer needs to be brought to every training session. The program will require the use of iMovie and other apps.

b. **FELLOW'S RESIDENCY RESPONSIBILITIES.**

- i. Partner districts will either place the Fellow on a "leave of absence" or list the Fellow as "fulfilling internship requirements" during the principal residency year.
- ii. Full-time principal residents shall receive the **full beginning salary of an Assistant Principal on the Assistant Principal** salary schedule (<http://www.dpi.state.nc.us/docs/fbs/finance/salary/schedules/2016-17schedules.pdf>) regardless of any sick leave, annual leave, personal leave or holiday leave taken for the 10 months of the internship. Full-time principal residents do not earn sick leave, annual leave, personal leave, holiday leave, retirement, or longevity, but do qualify for FICA.
- iii. The Fellow's retirement account is on hold during the internship year, although the Fellow may choose to voluntarily contribute while in the program (14.23% of the Fellow's salary) or it may be possible for the Fellow to buy back the Principal Residency/Internship year after returning to service.
- iv. The Fellow may (at his/her own expense) participate in any local benefits during the internship, e.g. life insurance, dental insurance, as allowed by the leave of absence granting LEA.
- v. The Fellow does not qualify for unemployment benefits during the internship year.
- vi. The Fellow is responsible for keeping his/her teaching license active/current while on the leave of absence.
- vii. The Fellow will receive a monthly check from the internship Local Education Agency (either in one-tenth of the amount or one-twelfth of the amount depending on the district's prevailing practice) less all applicable taxes. Federal, State, and FICA taxes (FICA = 7.65% for Social Security and Medicare) are deducted.

c. **FELLOW'S POST-COMPLETION SERVICE RESPONSIBILITIES**

- i. The Fellow, by signing this Agreement, certifies that he/she intends to take on a leadership role in a high-need school in North Carolina for a period of no less than four (4) years after receipt of the MSA degree. The Fellow will make a good faith effort to

find employment as an assistant principal or principal in the participating districts. If a good faith effort to gain employment as an assistant principal or principal is not successful, employment in another non-administrative leadership related role (teacher leader) may count toward the service requirement. The determination of non-administrative employment as fulfilling the service requirement will be made at the discretion of the Program Director and legislative guidelines.

- ii. A Fellow, who is ordered into military service and is unable to commence the required service immediately after graduation, shall begin service within one (1) year after completing military service and will meet all other service obligations stated in this agreement for a period of no less than three (3) academic years.
- iii. If the Fellow fulfills four (4) years of service in a leadership role (assistant principal, principal, or other role that is approved by the Program Director) in a high-need school in a participating district or North Carolina, the Fellow will have met the service requirement.
- iv. If the Fellow fails to fulfill the four (4) years of service within six (6) years of completion of Program, Fellow shall repay a prorated portion of the Scholarship Loan paid to Fellow under this Agreement, together with interest, consistent with Paragraph 11.

d. **FELLOW'S MISCELLANEOUS RESPONSIBILITIES.**

- i. Fellow is expected to participate in all post-degree mentoring and induction activities or continuing to support programs provided by the employing partner district and/or NC State.
- ii. Fellow understands that he/she has an obligation to return any Equipment upon completion of the Program. If any Equipment is damaged, it is the responsibility of the Fellow to have it repaired to its original working condition. If any Equipment is lost or damaged beyond repair while assigned to the Fellow at any time from initial enrollment until completion of the Program, the Fellow is required to replace the Equipment with similar or equivalent Equipment.
- iii. The Fellow is responsible for all costs of any certifying or licensure examinations and associated fees. The Fellow will also be responsible for the cost of a Cohort shirt each year of the program. For your budgeting purposes, the estimated cost for each custom shirt is \$50. The Fellow will be asked to pay for a "working lunch" several times each year. The Fellow should budget approximately \$110.00 per year for the working lunches. The Fellow will be expected, at his/her own expense, to purchase a number of apps. The anticipated total cost for app purchases should be approximately \$25.00 for the program. The Fellow should also budget approximately \$75.00 a year to contribute to the program's foundation account for "thank you gifts" for the high performing schools that host cohort school site visits and to contribute to a social fund to pay for group "get togethers" and graduation celebrations. School leaders are professionals and should dress accordingly. The Fellow is required to dress professionally and own at least one, well-fitting blazer &/or professional suit that can be worn for specific events and also during the principal residency in Year 2.
- iv. The Fellow is responsible for expenses related to transportation to high-performing schools in NC for school site visits (usually these schools will be within an hour or so drive from your regular class location). We will conduct approximately four (4) or more school visits each semester of the program. The Fellow may or may not be reimbursed for mileage for overnight training events in NC. The Fellow will be informed about any anticipated reimbursements for mileage before the beginning of the travel period for that event. For travel outside of NC, the program will usually pay all transportation expenses.
- v. The Fellow is responsible for their own textbooks. To help reduce the Fellow's financial burden, the program will provide some books to the Fellow and will also lend some texts to the Fellow. However, the responsibility for having all required learning materials for the program remains the Fellow's responsibility.
- vi. To help us to continuously improve, the Fellow agrees to **complete all surveys** and evaluations (with informed consent), both during the program and post-degree. The Fellow agrees to keep in contact with NC State for a minimum of seven (7) years, post-degree to provide periodic feedback on the Fellow's work experiences, data on their

school's performance, information to show compliance with the terms of this Agreement, and other data/information as requested.

- vii. Fellow agrees to notify the Grantee in writing within fifteen (15) days if any of the following occurs: any change in name, address, telephone number; any change in employment or location of employment; any condition upon which the Fellow's been placed on an improvement plan or directive action by their employer; or any situation occurs that would make the Fellow ineligible to be employed in NC public schools (including, but not limited to conviction on certain criminal charges); and/or the Fellow's intention to withdraw from the program. The Fellow will give written notice within fifteen (15) days of the change to the NC State's Principal Preparation, 608 Poe Hall, Campus Box 7801, Raleigh, NC 27696-7801 or other newer address provided to the Fellow in writing from the Grantee. If Fellow does not provide the notices as required by this paragraph, all services provided to Fellow may be forfeited and shall be default.

The Fellow's failure to comply with any condition specified in this paragraph shall be a default hereunder, and subject to these provisions and the terms of paragraph 11.

5. **FORGIVENESS BY MEANS OF COMPLETION OF PROGRAM.** This Agreement shall be terminated and the Loan shall be forgiven by law and rules of the Program, upon Fellow's successful satisfaction of Paragraphs 2, 3, and 4 of this Agreement.
6. **WAIVER.** The Fellow hereby waives presentment for payment, demand, protest, notice of protest, nonpayment and dishonor and any and all other notices of demands whatsoever and agrees that any extension or extensions of time for payment of this Agreement for a definite or indefinite time shall not affect Fellow's liability hereunder and hereby waives a notice of such extension. The Fellow acknowledges and agrees that the Program may accept payments on account of principal and interest after maturity. The Fellow agrees to continue and remain bound hereunder until payment is made in full either by repayment of the indebtedness evidenced by this Agreement or by forgiveness by means of service as provided herein.
7. **LIABILITY FOR COLLECTION EXPENSES.** The Fellow acknowledges and agrees that in the event the Program deems it necessary to refer all or any portion of the unpaid principal or interest evidenced by this Agreement to an attorney or collection agency for collection, the Fellow shall be charged and bound to pay the amount of attorney fees or collection agency fees resulting from said referral. The Fellow agrees to pay all charges and other costs, including attorney fees, that are permitted by federal and state law and regulations and are necessary for the collection of these amounts.
8. **REPAYMENT.** Whenever repayment of the indebtedness evidenced by this Agreement is referred to herein, repayment shall be made at least on a monthly basis over a period not exceeding six (6) years and the first installment shall be due on the 180th day following the Program's written notice to the Fellow. The particular terms and conditions of repayment shall be set forth in a separate document, known as Repayment Schedule, which the Program shall provide to the Fellow prior to the beginning of the repayment period.

Fellow may, for good reason, be provided extensions, delays, or otherwise forgiveness of repayment, at the sole discretion of the Program Director.
9. **TRANSFER.** The Fellow acknowledges and agrees that the Program may transfer this Agreement and the underlying indebtedness and upon such transfer, the undersigned shall have the same rights and responsibilities with regard to the new holder that the undersigned had to the Program.
10. **DEATH OR DISABILITY.** This Loan shall be forgiven upon death or permanent disability of the Fellow if the Program finds that is impossible for the Fellow to receive forgiveness as provided herein.
11. **DEFAULT.** In the event that the Program determines that a default has occurred as a result of Fellow's failure to satisfy the terms and conditions of the Loan and this Agreement, the Program shall notify the

Fellow in writing of its determination and upon the Program's giving of such notice, the Loan shall become due and payable immediately and interest at the rate stated herein shall begin to accrue on the unpaid portion of the principal sum. Repayment shall be made over a period of six (6) years, beginning on the 180th day following the Program's notice of default to the Fellow. The particular terms and conditions of repayment that apply to this Agreement shall be set forth in a separate document, known as a Repayment Schedule, that the Program shall provide to the Fellow before the repayment period begins.

12. **GENERAL PROVISIONS.** The Fellow hereby acknowledges receipt of a copy of this Agreement. The indebtedness evidenced by this Agreement is unsecured and the Fellow shall not be obligated to provide security for this Agreement.
13. **INVALID PROVISION.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of any such prohibition or invalidity, with invalidating the remainder of such provision or the remaining provisions of this Agreement.
14. **PARAGRAPH HEADINGS.** The paragraph headings are for the convenience of reference only and shall not be considered terms of this Agreement. Whenever required by the contest, the masculine gender shall include the feminine, the singular, the plural, and vice-versa.
15. **NOTICE.** Notices pursuant to this Agreement shall be in writing delivered in person or by certified or registered United States mail, return receipt requested. The last or best known address on file with the Program shall be utilized and refusal or non-delivery at said address shall be deemed delivery after seven (7) days.
16. **AMENDMENT.** This Agreement may be altered, amended or modified only by a writing signed by all of the parties hereto, and any written waiver of any requirements by all parties shall be for that one (1) occasion and shall not be continued unless expressly so provided in writing.
17. **BINDING EFFECT.** This Agreement shall be binding upon the Fellow and the heirs, executors, administrators, successors and assigns thereof and shall inure to the benefit of and be enforceable by the Program, its successors, transferees and assigns
18. **GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of North Carolina, which shall also be the forum for any lawsuit arising from or incident to this Agreement.

Fellow's Signature (original, not electronic signature)

Date

Printed Name: _____

Printed Address: _____

Printed Phone Number: _____

Printed Email: _____

Please return this form** ASAP to: **Dianne Griffith** at degriffi@ncsu.edu and CC **Dr. Lesley Wirt** at: lesley_wirt@ncsu.edu

You can scan the document as a PDF and then email it as an attachment. We need your **original (not electronic) signature.

Appendix A

Tentative Class Schedule

- Fellows will complete a self-paced course/professional development “**Turning High-Poverty Schools into High-Performing Schools**” by ASCD. This will require approximately 12-15 seat hours, with additional time to implement job-embedded applications. The ASCD course is self-paced and asynchronous so seat time may vary.
- Fellows will be **expected to read** the monthly journal *Educational Leadership*.
- Fellows will be expected to read Covey’s *Seven Habits of Highly Effective Leaders* in preparation for Orientation on April 28th.

Mandatory Orientation:

- April 28, 2018: 8:30 a.m. – 5:00 p.m.

Maymester 2018:

- May 12, 2018: 8:30 a.m. – 5:00 p.m., **Flipped Classroom with Dr. Lodge McKimmon**
- May 19, 8:30 a.m. – 5:00 p.m., Drs. Fusarelli
- June 2, 8:30 a.m. – 5:00 p.m., Drs. Fusarelli

Summer 2018:

- June 18, 9:00 a.m. – 4:00 p.m.
- June 19, 9:00 a.m. – 4:00 p.m.
- June 20, 9:00 a.m. – 4:00 p.m.
- June 21, 9:00 a.m. – 4:00 p.m.
- June 22, 9:00 a.m. – 4:00 p.m.
- June 25, 9:00 a.m. – 4:00 p.m.
- June 26, 9:00 a.m. – 4:00 p.m.
- June 27, 9:00 a.m. – 4:00 p.m.
- June 28, 9:00 a.m. – 4:00 p.m.
- June 29, 9:00 a.m. – 4:00 p.m.
- July 9, 9:00 a.m. – 4:00 p.m.
- July 10, 9:00 a.m. – 4:00 p.m.
- July 11, 9:00 a.m. – 4:00 p.m.
- July 12, 9:00 a.m. – 4:00 p.m.
- July 13, 9:00 a.m. – 4:00 p.m.
- July 14, 9:00 a.m. – 4:00 p.m.
- July 16, 9:00 a.m. – 4:00 p.m.
- July 17, 9:00 a.m. – 4:00 p.m.
- July 18, 9:00 a.m. – 4:00 p.m.
- July 19, 9:00 a.m. – 4:00 p.m.
- July 20, 9:00 a.m. – 4:00 p.m.
- July 21, 9:00 a.m. – 4:00 p.m.
- August 7, 9:00 a.m. – 4:00 p.m.
- August 8, 9:00 a.m. – 4:00 p.m.
- August 9, 9:00 a.m. – 4:00 p.m.

Fall 2018:

- August 29, 4:30 p.m. – 8:00 p.m.
- September 8, 8:30 a.m. – 5:00 p.m.
- September 10, 4:30 p.m. – 8:00 p.m.
- September 12, 4:30 p.m. – 8:00 p.m.
- September 17, 4:30 p.m. – 8:00 p.m.
- September 19, 4:30 p.m. – 8:00 p.m.
- September 22, 8:30 a.m. – 5:00 p.m.
- September 24, 4:30 p.m. – 8:00 p.m.
- September 26, 4:30 p.m. – 8:00 p.m.
- October 1, 4:30 p.m. – 8:00 p.m.
- **October 3 – ALL DAY – School site visit. You will need a substitute (paid for by NC State)**
- ***October 5 – October 8: Possible dates: You need to hold for a possible out of town training that will start after work on 10/5 and go through mid-day on 10/8.**
- October 10, 4:30 p.m. – 8:00 p.m.
- October 15, 4:30 p.m. – 8:00 p.m.
- ***October 17: Ron Clark Academy- Out of town training. You will fly to Atlanta after work on 10/17 and stay through evening of October 19. You will need a substitute (paid for by NC State) on October 18 & 19.**
- October 22, 4:30 p.m. – 8:00 p.m.
- October 24, 4:30 p.m. – 8:00 p.m.
- October 29, 4:30 p.m. – 8:00 p.m.
- November 3, 8:30 a.m. – 5:00 p.m.
- November 5, 4:30 p.m. – 8:00 p.m.

We are still in the process of scheduling a specialized training/retreat that will be provided free of charge to you. You will have one weekend for this activity. Our best guess at this moment is that it will be from November 8-12, but if not, we will follow “Plan B” below:

***Retreat from November 8th (after school) – November 12th You would need a substitute (paid for by NC State) on 11/9/18.**

OR: “Plan B”: Class sessions

- **November 7 – ALL DAY – School site visit. You would need a substitute (paid for by NC State) on 11/7/18**
- November 12, 4:30 p.m. – 8:00 p.m.

- November 14, 4:30 p.m. – 8:00 p.m.
- November 17, 8:30 a.m. – 5:00 p.m.
- December 3, 4:30 p.m. – 8:00 p.m.
- **December 5, ALL DAY– you will need a substitute (paid for by NC State)**
- December 10, 4:30 p.m. – 8:00 p.m.
- December 12, 4:30 p.m. – 8:00 p.m.
- December 15, 8:30 a.m. – 5:00 p.m.

*Denotes an overnight stay required.