

**ADDENDUM TO EMPLOYMENT CONTRACT**

It is hereby agreed by and between the ROCKINGHAM COUNTY BOARD OF EDUCATION, located in Rockingham County, North Carolina (hereinafter called "the Board"), and RODNEY SHOTWELL (hereinafter called "SHOTWELL") to amend Shotwell's Employment Contract with the Board (hereinafter called "the Contract") as evidenced by the action of the Board of Education in its meeting on August 13, 2018. The Contract, which is incorporated herein by reference and a copy of which is attached hereto, is amended as follows:

- **Shotwell shall be employed as Superintendent for a term extending to June 30, 2022.**

All other items and conditions contained in the Contract remain in full force and effect throughout the term.

This, the 13th day of August, 2018.

Attest: J. Renée Everhart

Rodney Shotwell  
Rodney Shotwell (Seal)

Robert Wyatt  
Bob Wyatt, Vice Chair

The Rockingham County Board of  
Education:

By: Amanda Bell  
Amanda Bell, Chair

## EMPLOYMENT AGREEMENT

This Agreement, dated July 1, 2015, between the Rockingham County Board of Education (hereinafter "the Board"), a school administrative unit located in Rockingham County, North Carolina, and Dr. Rodney Shotwell (hereinafter "the Superintendent"), a citizen and resident of North Carolina.

### WITNESSETH:

WHEREAS, the Board has offered to employ Dr. Shotwell as Superintendent of Schools in the Rockingham County Administrative Unit pursuant to action found in the minutes of the meeting of Board held on May 12, 2006 and has made additional adjustments to his contract several times, the most recent of which are based on a meeting on July 13, 2015; and

WHEREAS, Dr. Shotwell has performed in that role admirably, and the Board desires to continue to employ Shotwell as Superintendent of the Rockingham County Schools through June 30, 2019 on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual agreements undertaken as set forth herein, the parties hereby agree as follows:

1. Employment. It is hereby agreed by and between the Board and the Superintendent that the said Board in accordance with its action as found in the Minutes of the meeting held on the 13<sup>th</sup> day of July, 2015, has and does contract to extend said Superintendent's contract for the period ending June 30, 2019.

2. Term of Employment. Subject to the provisions of termination hereinafter provided, the term of this Agreement shall begin July 1, 2015 and terminate on June 30, 2019. This Agreement may be extended as provided by law for the time permitted by law.

3. Compensation.

a. In consideration of the following compensation, the Superintendent agrees to perform faithfully the duties of Superintendent as required by law and Board policy. The annual salary of the Superintendent, from all sources, including State and local funds, shall be One Hundred and Sixty-one Thousand, Seven Hundred and Ninety-five Dollars (\$161,795). The Superintendent shall also be eligible for the average annual increases awarded to State employees by the North Carolina General Assembly.

b. The aggregate annual salary paid to the Superintendent shall be paid in equal monthly installments in accordance with the rules of the Board governing payment of all employees of the school administrative unit. The Board may increase the Superintendent's salary by mutual consent at any time; however, at no time may the annual aggregate salary of the Superintendent be decreased during the term of this contract.

c. The Board will annually, no later than August 31, consider awarding to the Superintendent a performance bonus of up to Five Thousand dollars (\$5000.00) in addition to, and not as a part of, his annual salary for performance during the previous fiscal year. This bonus will be a one-time payment awarded on the basis of achievement of jointly agreed performance goals established no later than September 15 of each fiscal year will not become part of the salary base for any subsequent period. The Board will have sole discretion in any such bonus award. and may award all, part or none of the Five Thousand Dollars.

d. The Superintendent will receive medical insurance coverage and other benefits as accorded to other professional (certified) employees of the school administrative unit in compliance with State law. He shall receive a \$300.00 per month contribution toward the purchase of life insurance.

e. Annuity Contributions. Additionally, the Board, at the request of the Superintendent and in accordance with State law, shall withhold and transfer an amount of salary annually, semi-annually or monthly as designated by the Superintendent from the Superintendent's annual salary into any tax-favored annuity or retirement program chosen by the Superintendent.

f. Security. In the event of public controversy or for any other reason, if the Board or the Superintendent deems it necessary, the Board will provide reasonable security measures for the Superintendent and/or his family.

4. Transportation. The Superintendent shall provide his own transportation and be responsible for all related in-county transportation. For out-of-county travel the Board shall reimburse the Superintendent at the same rates as provided for all employees. The Board shall provide the Superintendent with a cellular telephone and pay all fees, charges and maintenance related thereto. In the event that the Superintendent incurs expenses for personal calls, he shall reimburse the schools for the costs incurred.

5. Vacation and Leave. The Superintendent shall receive annual vacation and sick leave in accord with State law and North Carolina State Board of Education regulations. The Board recognizes that the Superintendent works long hours and on weekends in the furtherance of his duties as Superintendent. In recognition of the amount of time each day it takes to complete his duties as Superintendent, the Board accords the Superintendent up to thirteen

additional days of leave to use at his discretion. In the event that Shotwell is unable to use the additional thirteen days of leave per year, he has the option of trading those days for a per diem cash payment at the end of the fiscal year in which the leave days are awarded. This benefit may not be prorated in the event that the Superintendent serves less than a full year and the payment is only available in the event that the Superintendent is employed on June 30 of the fiscal year in which they are earned.

6. Medical Examination. The Superintendent does hereby agree to have a comprehensive medical examination once each year and to provide a statement certifying to his physical and mental competency. This statement shall be treated as confidential information by the Board, and the cost of said medical report and examination shall be borne by the Board.

7. Inability to Perform Duties. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other cause, and said disability or inability to perform such duties exists beyond the point where all vacation time or sick leave shall have been used, the Board may, in its sole discretion, make a proportionate deduction from the salary stipulated, and if such disability continues for more than six (6) months, or if said disability is permanent, irreparable, or of such a nature as to make performance of the Superintendent's duties impossible, the Board, at its option, may terminate this Agreement. In such event, the respective duties, rights, and obligations of each party shall terminate.

8. Professional Memberships and Outside Employment.

a. The Board encourages the continuing professional growth off the Superintendent through his participation in and attendance of meetings, programs and other activities conducted or sponsored by local, State, and national school administrator and school board associations, seminars offered by educational

institutions and meetings of the State Superintendent, State Department of Public Instruction and other persons whose particular skills, knowledge or information would improve the capacity of the Superintendent to perform his duties for the school system. The Superintendent shall obtain membership in various local, state, and national professional associations and attend appropriate professional meetings in connection therewith at the Board's expense in order to further and enhance his professional knowledge and duties to the extent that the appropriation in the budget is sufficient to cover the expense. The Superintendent shall file with the Finance Officer an itemized expense statement in regard to these activities. The Board shall permit a reasonable amount of release time for the Superintendent to attend such activities and the Superintendent will notify the Board Chairman in advance when he anticipates being away from the County to attend professional growth activities.

b. The Superintendent acknowledges that he has read and understands the conflict of interest statutes of the State of North Carolina and agrees that he will comply with the laws of the State of North Carolina and any Board of Education policies relating to conflicts of interest.

c. While the Superintendent shall devote his time, attention and energy to the important business of the school system, he may serve as a consultant to other school systems or educational agencies, lecture, and engage in writing activities which do not interfere with his ability to carry out his duties and responsibilities as Superintendent provided that he receive prior written approval of the Chairperson and provide written notice to the Board. If the Superintendent

performs outside activities that are outside of the course and scope of his employment as Superintendent for Rockingham County, he shall take personal leave for the time he is performing outside duties and the Board shall not be responsible for any expenses related thereto. Any honoraria earned while the Superintendent is on personal leave may be retained by him. In no event shall the total amount of time taken per year for annual leave exceed the State allotted annual leave time.

9. Duties. The Superintendent shall have all of the general responsibilities prescribed by North Carolina law and Board policy. He serves as ex officio secretary to the board of education and his duties include, among others, the authority to accept resignations, to organize the employees of the system and to make assignments of duties of the employees of the system. He shall at all times maintain a valid and appropriate certificate to act as Superintendent as prescribed by the laws of the State of North Carolina and by the regulations of the State Board of Education.

10. Evaluation and Communication. The performance of the Superintendent shall be subject to formal evaluation annually to be conducted no later than August 31 of each year by the Board. Any perceived failures of the Superintendent to perform his obligations under this Agreement shall be called to his attention by Board Chairman in writing following this evaluation. The Superintendent shall be provided the opportunity to take corrective action as to such failures. At each annual evaluation the Superintendent will have made reasonable progress toward the achievement of the short and long range goals and objectives as jointly established by the Board and the Superintendent.

11. Termination.

a. The Board shall be entitled to terminate the Superintendent for cause as provided by the laws of the State of North Carolina. In the event that the Board seeks to dismiss the Superintendent for cause, the Superintendent shall be entitled to the protections provided by law including the right to receive written notice of charges, notice of hearing, and a fair hearing before the Board prior to being so discharged. At any such hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel of his own choosing (at his expense), and to present, through witnesses, any testimony relevant to the issues. A transcript of the record of the proceedings before the Board shall be made available, without charge, to the Superintendent in the event that an appeal is taken by the Superintendent from any action taken by the Board. If the Superintendent chooses to engage the services of legal counsel to represent him in any such matter, he shall pay all the cost thereof.

b. In addition to and separate from the Board's right to terminate the Superintendent for cause, the Board reserves the right to unilaterally terminate the Superintendent providing it gives no less than 90 days notice of its intent to terminate. In the event that the Board terminates the Agreement with the Superintendent, the Superintendent shall be entitled to receive as severance pay the salary he would have earned under this employment contract from the actual date of termination to the termination date set out in the contract. In consideration of the severance pay, the Superintendent hereby waives and foregoes a hearing on the issue of termination and any other claim to benefits he may have had under



this contract. The severance pay shall be paid by the Board in monthly installments not to exceed the term of this Contract; provided, however, that in the event the Superintendent is employed by another employer prior to the termination date of this contract, the severance pay shall be reduced by the salary received by the Superintendent from that employer.

12. Professional Liability. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while the Superintendent was acting within the scope and course of his employment; and provided further, that such liability coverage is within the authority of Board to provide 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 case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. The Board shall not, however, be required to provide for, or pay, the costs of any legal proceedings in the event the Board and the Superintendent are adverse parties.

13. Saving Clause. If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal under Federal or State Law, the remainder of the Agreement not affected by such a ruling shall remain in force.

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

15. Fulfillment. The Superintendent shall fulfill as aspects of this Agreement, any exception thereto being by mutual written consent of the Board and Superintendent. Failure to fulfill all the obligations agreed to in this Agreement shall be sufficient and just cause for discharge of the Superintendent.

Dated this 13th day of July, 2015.

ROCKINGHAM COUNTY BOARD OF EDUCATION

By: Mell Rose

Its: Chair, RCS Board

  
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Rodney Shotwell, Superintendent