

NORTH CAROLINA
ROCKINGHAM COUNTY

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereinafter referred to as "Contract") is made and entered into this 10 day of May, 2022, by and between the Rockingham County Board of Education ("hereinafter referred to as "Board"), and John Oliver Stover, III ("hereinafter referred to as "Superintendent" or "Mr. Stover"), to retain Mr. Stover as Superintendent of the Rockingham County Schools (hereinafter referred to as "Schools" or "School District") according to the following provisions;

1. TERM.

The Board, in consideration of the promises, herein contained, hereby employs Mr. Stover as Superintendent of Schools for a term commencing on July 1, 2022, and ending on June 30, 2026. The Board may by specific action and with the consent of the Superintendent extend the termination date of the existing contract as permitted by state law. With approval of, and direction from, the Board Chair, Mr. Stover may work up to a cumulative total of ten (10) days during the months of May and June 2022 as a part-time employee in preparation for assuming the responsibilities of Superintendent on July 1, 2022. Mr. Stover will be compensated for any part-time work as approved and directed by the Board Chair before July 1, 2022, at a daily rate based upon the aggregate salary specified in Paragraph 4A of this Contract.

2. PROFESSIONAL LICENSE AND RESPONSIBILITIES OF SUPERINTENDENT.

A. LICENSE. The Superintendent shall furnish throughout the term of his employment as Superintendent a valid and appropriate license to act as Superintendent, or such other credentials prescribed by the laws of this state

and by the regulations of the State Board of Education for service as a superintendent of schools.

B. DUTIES. The Superintendent shall have charge of the administration of the Schools under the direction of the Board. He shall be the Chief Executive Officer of the School District and shall serve as Secretary to the Board.

C. The Board grants the Superintendent authority, subject to Board policies and rules enacted by the Board, to: direct and assign teachers and other employees of the schools under his supervision; organize, reorganize, and arrange the administrative and supervisory staff, as best serves the Rockingham County Schools, provided that the Superintendent shall consult with and advise the Board before transferring school principal(s); select all personnel subject to the approval of the Board; immediately accept resignations of personnel, for and on behalf of the Board; develop rules and procedures for the orderly administration of the School District; oversee the overall financial operations of the School District, including preparation of the annual budget, submission of the budget and budget message to the Board for review and approval, and compliance with laws, policies, and rules concerning expenditure of public funds; make recommendations on items of business considered by the Board; act as liaison between the Rockingham County Schools and the community; maintain a program of community relations to foster a cooperative working relationship between the Schools and the community; establish processes to keep the Board up to date on developments, initiatives, and issues in the School District; keep abreast of educational trends by participating in appropriate professional development and professional organizations at the local, state and national levels; and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by law or by the Board. This is an agreement for the performance of professional services as Superintendent by Mr. Stover who shall not be assigned to any other position or have his duties reassigned without his consent.

3. BOARD/SUPERINTENDENT COMMUNICATIONS.

No later than August 1, 2022, the Board and Superintendent shall meet to discuss and agree on the process and procedures regarding how they shall communicate and their respective responsibilities and relationships. At least annually thereafter, the Board and the Superintendent shall meet to review the agreed-upon process and procedures for how they communicate and their respective responsibilities and relationships to determine and agree upon any necessary changes regarding how they communicate and their respective responsibilities and relationships. In addition, the Board, individually and collectively, shall promptly refer criticisms, complaints and suggestions called to its attention to the Superintendent for appropriate study, recommendation and response and shall refrain from individual involvement with the administration of school policies through Board action.

4. COMPENSATION.

A. The annual salary of the Superintendent shall be as provided for by the State Salary Schedule for Superintendents adopted by the State Board of Education. In addition to the salary paid the Superintendent from state funds, the Board agrees to supplement the Superintendent's state salary from local funds for an initial annual aggregate salary in the amount of One Hundred Eighty Thousand Dollars (\$180,000.00) per year. Neither the annual aggregate salary nor any local salary supplement of the Superintendent will be decreased during the term of this Contract.

B. If the applicable state salary scale for Superintendent is increased by the North Carolina General Assembly, Mr. Stover's annual aggregate salary will be increased by the same percentage.

C. The annual aggregate salary paid to Superintendent 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 employees of the Rockingham County Schools.

D. In addition to his annual aggregate salary, Mr. Stover will be entitled to receive any state-paid longevity payment provided to school superintendents pursuant to state law or regulation.

E. Upon Mr. Stover obtaining his doctoral degree, his annual aggregate salary will increase automatically as provided by applicable state guidelines for superintendents with doctoral degrees without any decrease in local salary supplement.

5. VACATION AND OTHER BENEFITS.

A. The Superintendent shall receive annual leave and sick leave as provided by state law and North Carolina State Board of Education regulations. Annual leave and sick leave shall be taken in accordance with Board policy and State Board of Education regulations. Vacation and sick leave may be carried forward as provided by law, and payment for any accrued and unused vacation leave at the termination of this Contract shall be made in accordance with State Board of Education regulations and Board policy.

B. The Board shall pay the full premium costs for medical, dental, and vision insurance coverage for Mr. Stover, individually, under the state insurance plans available to other employees of the School District. Mr. Stover is responsible for any additional premiums for his spouse if he elects to have her covered as well by any such insurance plans.

C. The Board shall pay the Superintendent's membership charges for a reasonable number (up to six (6) with prior approval of the Board) of professional or civic organizations as the Superintendent feels are important to maintain and improve his professional skills, civic involvement, or to advance the mission of the Board and the School District.

D. The Superintendent shall promptly establish his primary residence within Rockingham County. The Superintendent is eligible to receive up to a maximum of Fifteen Thousand Dollars (\$15,000.00) in reimbursement for relocation expenses from Washington, D.C., including moving company charges, hotel charges, meals while staying in a hotel, mileage between Washington, D.C. and

Rockingham County to search for housing, storage expenses, and actual expenses of rent and utilities for up to six (6) months of temporary housing within the School District, if necessary. To be eligible for said relocation expense reimbursement, Superintendent must present to the finance officer sufficient receipts for all applicable expenditures and mileage logs.

6. PROFESSIONAL GROWTH OF SUPERINTENDENT.

The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences, and the Superintendent will be reimbursed for obtaining such professional development. The Superintendent should attend appropriate professional meetings at the local and state level. For any out-of-state meetings, Superintendent must obtain prior approval of the Board Chair. The actual expenses of said attendance will be paid from the current operating funds of the School District in an amount and manner prescribed by Board policy. In addition, the Superintendent shall be reimbursed for any expenses associated with professional development coaching he receives, up to Two Thousand Dollars (\$2,000.00) on an annual basis. The Superintendent shall file itemized expense statements with the finance officer for reimbursement of these expenses in accord with Board Policy. Requests for reimbursements of actual expenses in excess of Board approved per diem rates must be approved by the Board Chair.

7. OTHER EXPENSES.

A. Travel within the School District: The Superintendent is expected to travel to schools and school-related events within the School District on a regular and ongoing basis and will receive Seven Hundred Dollars (\$700.00) per month in lieu of reimbursement for business travel within the School District.

B. Travel outside the School District: The Superintendent shall be reimbursed for expenses for business travel outside of the School District upon submission of itemized expense statements with the Finance Officer. Mileage shall be reimbursed at the same rate provided for all employees of the School District.

C. Mobile communications: The School District shall provide the Superintendent with the technology necessary to carry out the duties of the

Superintendent, including a smartphone, laptop, and mobile hotspot, and pay any monthly charges associated with such technology.

D. Legal expenses: The Board, at its sole election, either shall reimburse the Superintendent up to Two Thousand Dollars (\$2,000.00) for legal expenses associated with review and drafting of this Contract or pay said legal counsel for Superintendent directly upon submission of a W-9 and itemized invoice.

8. 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 official or individual 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 course and scope of his employment; and provided further, that such liability coverage is within the authority of the Board to provide under state 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 personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

9. EFFECT OF EXTENDED DISABILITY.

If the Superintendent is unable to perform his essential job functions by reason of disability, and efforts to reasonably accommodate his disability do not enable him to perform his essential job functions, and if the disability exists for a period of more than ninety (90) days beyond the period of time which the Superintendent would have been entitled to take as sick leave or vacation leave, or both, the Board may, at its option, terminate this agreement whereupon the respective duties, rights, and obligations hereof shall terminate. The Board will cooperate fully with the Superintendent in his application for disability benefits.

10. EVALUATION.

The Board will provide the Superintendent with periodic opportunities to discuss Superintendent-Board relationships and goals and will

provide the Superintendent with a written annual evaluation of his performance, beginning with his performance during the 2022-2023 school year, unless otherwise agreed between the Superintendent and Board. The evaluation of the Superintendent shall be conducted in closed session, and the evaluation and information concerning the evaluation, of whatever nature, shall be considered confidential information as provided by law, except that the Superintendent authorizes the Board to release a summary of the evaluation. The evaluation format and procedures shall be in accordance with the evaluation instrument selected by the Board after consultation with the Superintendent, and in accordance with the Board's policies, and state and federal law and regulation.

11. CONSULTING AND OUTSIDE ACTIVITIES.

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 receives prior written approval of the Chairperson and provide written notice to the Board. If the Superintendent performs outside activities that are outside 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

12. CONFLICT OF INTEREST PROHIBITED.

The Superintendent agrees to comply with any State laws or Board policies relating to conflicts of interest.

13. TERMINATION.

Throughout the term of this contract the Superintendent shall be subject to discharge for good and just cause, including the grounds for dismissal identified in North Carolina General Statutes § 115C-274, provided, however, the

Superintendent shall have the right to written charges, a fair hearing before the Board, and ten (10) days' written notice of said charges and hearing. At any said hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel at his expense, and to present through witnesses any testimony relevant to the issue. A transcript of the record of the proceedings before the Board shall be made available without charge to the Superintendent from any action taken by the Board. If the Superintendent chooses to retain legal counsel for the hearing before the Board, he will assume the cost of his legal expenses.

14. UNILATERAL TERMINATION BY THE BOARD.

The Board may unilaterally terminate this Contract at its option, with ninety (90) days' written notice to the Superintendent. In the event of such termination, the Board shall pay to the Superintendent, as severance pay, the annual aggregate salary, less normal tax-related deductions/withholdings, he would have earned pursuant to Paragraph 4A of this Contract for the remainder of the term of this Contract; provided, however that in the event the Superintendent is employed by another employer prior to the remainder of the term of this Contract, the severance pay shall be reduced by the annual aggregate salary received by the Superintendent from that employer. In the event that the Board chooses to terminate this Contract by paying the amount specified herein, the right to a hearing before the Board, as specified in Paragraph 13 above, and the right to appeal the Board's action shall be considered waived by the Superintendent.

15. NOTICE OF NONRENEWAL.

By no later than the last regular meeting date of the Board in January immediately preceding the expiration of this Agreement, the Board shall formally inform the Superintendent of its intentions concerning renewal of his contract as Superintendent of Schools for an additional term.

16. NOTICE OF RESIGNATION

The Superintendent will provide the Board at least ninety (90) days advance written notice before resigning his position as Superintendent.

17. AMENDMENT.

The Contract 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 Board Chair and the Superintendent.

18. SAVINGS CLAUSE.

If, during the term of this Contract, any clause of the Contract is held invalid under federal or state law, the remainder of the Contract not affected by such a ruling shall remain in force.

19. LAW.

This Contract shall be governed by, construed, and enforced in accordance with the law of the State of North Carolina.

20. FILING.


A copy of this Contract shall be filed with the Superintendent of Public Instruction in North Carolina before the Superintendent is eligible to assume office.

21. ENTIRE AGREEMENT.

The parties hereto agree that this instrument contains the entire agreement between them as of this date, and that it has not been induced by either party by any representations, promises or undertakings not expressed herein, and that there are no collateral agreements, stipulations, promises or understandings whatsoever by the respective parties in any way affecting the subject matter of this contract which are not expressly contained in this instrument.

IN TESTIMONY THEREOF, the Rockingham County Board of Education has approved this Contract 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 Mr. Stover has accepted this agreement and Contract and has hereunto set his hand and seal, this the day and year first above written.

SUPERINTENDENT

 (SEAL)
John Oliver Stover, III

ROCKINGHAM COUNTY BOARD OF
EDUCATION


_____, Chair

ATTEST:


_____, Vice Chair

Pursuant to N.C. Gen. Stat. §115C-441(a), this instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.


Finance Officer

5/10/2022
Date