

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

**RETIREMENT AGREEMENT**

This Agreement is entered into between Dr. David Ross Renfrow ("Dr. Renfrow"), Superintendent of the Johnston County Public Schools, and the Johnston County Board of Education ("Board") (hereinafter collectively referred to as "the parties"). The purpose of this Agreement is to mutually resolve amicably and fairly the conclusion of Dr. Renfrow's employment with and his retirement from the Johnston County Public Schools.

While the Board recognizes Dr. Renfrow's tenure, he has announced his retirement and the parties mutually desire to conclude Dr. Renfrow's employment as the Superintendent for the Johnston County Public Schools. Accordingly, Dr. Renfrow and the Board agree to amicably resolve the terms for the retirement and conclusion of Dr. Renfrow's employment, in accordance with the terms set forth below:

1. Dr. Renfrow does hereby freely and voluntarily retire from the Johnston County Public Schools effective August 28, 2019, and he therefore resigns from employment on the same date. The Board agrees to and does hereby accept Dr. Renfrow's resignation and retirement.

2. The Board agrees to pay Dr. Renfrow a lump sum payment of \$75,000.00 minus applicable tax and other deductions as determined by the Finance Officer. The Board will arrange for this payment to be made to Dr. Renfrow by September 26, 2019. This payment will come exclusively from the school system's unassigned fund balance, and the Finance Officer has certified that the funds are available for this purpose. This payment complies with N.C. General Statute 115C-271(d), and the Board will notify the State Board of Education of the use of the school system's funds for this purpose. Dr. Renfrow also will be paid by the Board for all accrued and unused annual leave days, and longevity earned through the date of his resignation in accordance with State law and the rules and restrictions of the North Carolina Department of Public Instruction. Dr. Renfrow also will be paid in full for salary through the end of August 2019 and his current health insurance coverage, including that of his dependents, shall be maintained in accordance with the below Paragraph 8. Dr. Renfrow acknowledges that he is solely responsible for any other tax consequences for the payments made under this paragraph.

3. Dr. Renfrow agrees that the payments made under Paragraph 2 of this Agreement discharge the Board from the obligation to make any other payment to him under the Superintendent's Contract entered into by and between the parties on December 8, 2015, including any amendments or extensions of said Contract.

4. Dr. Renfrow agrees that the consideration set forth in this Agreement is adequate and that this agreement constitutes a complete and final settlement of any and all claims he has had, now has, or may have up to the date of this Agreement against the Johnston County Board of Education and/or its present or former members, agents, or employees, including but not limited to any actual or potential claims arising out of or connected with his employment or

separation from employment based on any alleged violations of the state or federal constitution, state or federal statutes or regulations, state or federal case law, school system policies or procedures, or any other laws, regulations, or policies, and specifically including any claims alleging wrongful or constructive discharge, discrimination, and/or retaliation (such as claims under the North Carolina Whistleblower Act). Dr. Renfrow agrees that this release of liability is to be construed broadly and that he will not initiate any charge, claim, complaint, or any other legal action of any type or variety arising from his employment with the school district or the conclusion of his employment with the school district.

5. The Board agrees that this agreement constitutes a complete and final settlement of any and all claims it has had, now has, or may have up to the date of this Agreement against Dr. Renfrow, including but not limited to any actual or potential claims arising out of or connected with his employment or separation from employment. The Board agrees that this release of liability is to be construed broadly and that the Board will not initiate any charge, claim, complaint, or any other legal action of any type or variety arising from Dr. Renfrow's employment with the school district prior to the date of this Agreement or the conclusion of his employment with the school district in accordance with the terms of this Agreement.

6. The parties acknowledge that this Agreement is supported by mutual and adequate consideration.

7. The parties are entering this Agreement freely, knowingly and voluntarily, having had adequate time to review the Agreement and to consider its advantages, disadvantages, and future consequences and having had the opportunity to consult with their attorneys.

8. The parties acknowledge that no promises or inducements have been made to Dr. Renfrow that are not specifically set out in this Agreement. Nothing in this provision prevents the parties from clarifying this Agreement through separate documents, including a joint press release. The parties agree that they will cooperate with each other to complete and submit any and all subsequent forms that serve to carry out the intent of this Agreement, including but not limited to Dr. Renfrow's retirement and maintaining of his current health insurance coverage for himself and his eligible dependents. The Board expressly agrees that in the event the Teachers' and State Employees' Retirement System of North Carolina ("Retirement System") has not fully processed and approved Dr. Renfrow's application for retirement, including the maintenance of current health insurance coverage for himself and his dependents, by September 25, 2019, that it will cover costs necessary to maintain said coverage until the Retirement System confirms in writing that said application has been approved and that said coverage under the Retirement System has begun.

9. The Johnston County Board of Education and Dr. Renfrow agree that a faxed or scanned version of this Agreement and signatures will have the same force as an original.

10. The parties agree that this Agreement is not enforceable until the Johnston County Board of Education approves this Agreement in open session at a duly noticed Board meeting and that once approved, this Agreement is a public record available for disclosure to the public.

11. Each current Board Member and Dr. Renfrow agree that he or she shall not make any disparaging statements or comments, written or oral, about Dr. Renfrow or his actions or performance while he was employed by the Johnston County Board of Education. Likewise, Dr. Renfrow shall not make any disparaging statements or comments, written or oral, about the Board or any of the current Board Members.

As used in this Agreement, the term "disparaging" means defamatory (libelous or slanderous), false or misleading.

If any party to this Agreement believes that this paragraph 11 of the Agreement has been violated by any other party, such party must notify in writing the party believed to be in violation ("warning letter") and allow the party an opportunity to cure the alleged violation by sending a letter correcting any allegedly disparaging statements within ten (10) days of receipt of the warning letter to those person(s) to whom the disparaging statement(s) were made or distributed, and shall within such ten (10) day period send a copy of such correcting letter to the party believed to have been disparaged. If any party alleged to have made disparaging statements fails to cure a violation by sending such a letter after receiving the written request for same, a party that believes this paragraph 11 has been violated may seek injunctive relief and the prevailing party shall be entitled to attorney's fees, which are the sole remedies under this Agreement for violation of this paragraph 11. This provision does not eliminate the pursuit of remedies provided by law for actions that raise colorable claims, such as for libel and slander. However, before any action can be instituted for any such claim, the offending individual must be provided notice and allowed an opportunity to cure according to the procedure set forth above.

Notwithstanding any other terms of this Agreement, the Board, Board Members and the Superintendent shall be allowed to make any truthful statement or truthful comment permitted by applicable law, including responding to reference requests, and to truthfully respond to any lawful court order or subpoena issued by or on behalf of a court with competent jurisdiction.

12. The Board agrees that Dr. Renfrow will be covered by the NC School Boards Trust as now provided to him by the Board for any covered demands, claims, suits, actions and legal proceedings brought against him related to any act or omission occurring on or before the date of this Agreement.

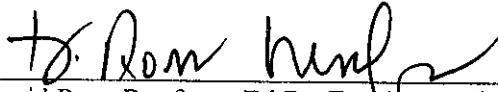
13. The Board agrees that all requests for references will be forwarded to and responded to by the undersigned Board Chair. Nothing herein prevents Dr. Renfrow from requesting references from a particular Board member provided he gives notice to the Board

member ahead of time so the Board member will know that he/she is free to respond to the reference request.

This document constitutes the entire Agreement between the parties.

This, the 27<sup>th</sup> day of August 2019.

DAVID ROSS RENFROW, Ed. D.



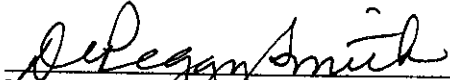
David Ross Renfrow, Ed D., Employee of the  
Johnston County Board of Education

JOHNSTON COUNTY BOARD OF EDUCATION



Michael C. Wooten, Chair of the  
Johnston County Board of Education

ATTEST:



Dr. Peggy Smith, Vice-Chair of the  
Johnston County Board of Education

Pre-Audit Certificate:

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act (G.S. § 115C-441).

By: 

\_\_\_\_\_, Finance Officer

Date Signed: 8-27-2019

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