

BURKE COUNTY BOARD OF EDUCATION MEETING

Special Called Meeting

**September 29, 2009
Open Session Minutes**

Call to Order

Board Chair, Ms. Tracy Norman, called the September 29, 2009 Special Called Meeting of the Burke County Board of Education to Order at approximately 6:00 p.m. in the auditorium at Patton High School. Other members of the Board who were present included Vice Chairman; Mr. Tim Buff, Mr. Buddy Armour, Mr. Rob Hairfield, and Mrs. Karen Sain. Mr. John Aulgur communicated via phone and Mr. Sam Wilkinson was not present until the start of closed session. Also present for the meeting was Acting Superintendent, Mr. Rick Sherrill.

Approval of Agenda

Mr. Buff recommended approval of the agenda with a Second by Mr. Hairfield. There was some discussion from Mr. Armour of why the naming of a superintendent was not on the agenda. The Motion to approve the agenda was 5-1 with Mr. Armour in opposition. Mr. Wilkinson was not present for the vote.

Closed Session

Ms. Norman stated the need for the Board to go into closed session for the purposes of discussing personnel pursuant to NC General Statute 143-318.11(a) (1) also under NC General Statute 115C-319-321 to prevent disclosure of privileged or confidential personnel information. Also to discuss attorney-client matters pursuant to NC General Statute 143-318.11(a) (3), to consult with an attorney employed by the Board in order to preserve attorney-client privilege between the attorney and the Board and for consideration of qualifications, confidence, performance, character, fitness, conditions of appointment and/or conditions of initial employment of potential employee or employees of the Board pursuant to NC General Statute 143-318.11(a) (6). Mr. Hairfield Motioned to enter into Closed Session for the purposes stated with a Second by Mr. Aulgur. The Motion carried by a 6-0 vote of the Board; Mr. Wilkinson was not present. The Board went into Closed Session at approximately 6:04 p.m.

Open Session

The full Board returned to Open Session at 7:52 p.m. Ms. Norman requested a Motion to amend the agenda to vote on a superintendent and to approve a contract. The Motion was made by Mr. Buff and Seconded by Mrs. Sain. The Motion carried 5-2 with Mr. Armour and Mr. Wilkinson in opposition.

Election of Superintendent

Ms. Norman requested a Motion to elect Dr. Arthur Stellar as Burke County Public Schools' superintendent and to approve the contract as prepared and presented. The Motion was made by Mr. Aulgur and Seconded by Mr. Hairfield. Mr. Armour commented that he felt the entire process for selecting a superintendent had been engineered by the NCSBA and Mr. Schwartz and had been terribly flawed given the condition in Burke County. Mr. Armour further stated that SACS had requested that the superintendent search include a process to gather and utilize significant stakeholder input into desired qualities, characteristics, and qualifications of a new superintendent and he felt that this had not occurred. Mr. Armour stated that he objected to the fact that there was no interaction between this candidate or any other candidate and the public. Mr. Armour shared his concern over the contract that was written between the NCSBA and Mr. Schwartz and then signed by Ms. Norman and Mr. Ed Dunlap, which prohibited Board members from doing their own inquiry of the candidates. Mr. Armour further requested that a copy of said contract be attached to the Minutes for this meeting. Mr. Armour stated that he felt the entire negotiating process was fiscally irresponsible. Mr. Armour stated that he would not give the Board a unanimous vote for the election of Dr. Stellar due to the process not following the spirit of the SACS CASI directive, possible violation of the fiscal control act, the public may have been left out

of the process and that no one had been able to satisfactorily explain to him the reasoning for the procedure being done in such a quick manner before the election. Mr. Armour reiterated that his vote of opposition was in no way personal toward Dr. Stellar. Mr. Wilkinson shared that he would not vote for the selection of the selected candidate because he did not agree with the process that was used to select the candidate. Mr. Wilkinson also shared that his decision had nothing to do with Dr. Stellar personally. Mr. Wilkinson shared that although he would not vote for the candidate, that he would help and support him in any way he could if approved. Mr. Wilkinson mentioned item #15 of the proposed superintendent's contract and requested that item #15 of the before mentioned contract be deleted and replaced with the following amendment – "The Board that exists at that time, at it's option, decides to unilaterally terminate this contract in event of such termination, the Board shall pay to the superintendent as severance pay \$100,000. In the event that the Board offers to terminate the contract by paying the amount specified herein, any right to a Hearing before the Board or to appeal the Board's action shall be considered waived by the Superintendent. Mr. Wilkinson requested that this stated amendment come before the Board as a Motion to amend the contract as presented. Mr. Armour provided a Second to the Motion to amend item #15 in the superintendent's contract as previously stated by Mr. Wilkinson. The Motion failed 2-5 with Ms. Norman, Mr. Buff, Mr. Aulgur, Mr. Hairfield and Mrs. Sain in opposition.

In response to Mr. Armour stating that the public may have been left out of the superintendent search process, Ms. Norman requested that the contact list provided by Judy Lowery concerning the community survey be attached to the Minutes of this meeting. Mr. Buff also requested that written information concerning the superintendent search received from local businesses and organizations be attached to the Minutes as well.

The Motion to approve Dr. Arthur Stellar as Superintendent of Burke County Public Schools and to approve the contract as prepared and presented was approved 5-2 with Mr. Armour and Mr. Wilkinson in opposition.

At which time Dr. Arthur Stellar took his seat on stage with the Board of Education and signed his contract. Ms. Norman proceeded to read a press release by the Board of Education concerning the naming of the new Superintendent.

Dr. Stellar stated that he was dedicated to listening and working with the community to achieve the best possible district by helping each student in the community achieve their potential so they could be the best individual they could be. Dr. Stellar recognized the challenges the county had faced prior to his being named superintendent but stated that by working together and keeping priorities straight and having open, honest dialogue, the challenges could be overcome over time.

Adjournment

The meeting adjourned at 8:50 p.m. following a Motion by Mr. Hairfield and a Second by Mrs. Sain. The vote was unanimous.



Chairman, Board of Education



Secretary, Board of Education

SCHWARTZ & SHAW, P.L.L.C.

ATTORNEYS AT LAW

COMMERCE BUILDING, SUITE 1000

10 WEST HARGETT STREET

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October 1, 2009

Dr. June St. Clair Atkinson
State Superintendent
Department of Public Instruction
301 N. Wilmington Street
Raleigh, NC 27601

Re: Burke County Schools –Superintendent’s Contract

Dear Dr. Atkinson:

Enclosed please find a copy of the Superintendent’s Contract for Dr. Arthur W. Stellar to serve as Superintendent of the Burke County Schools from September 30, 2009 to June 30, 2013. This document is being provided to your office in accordance with N.C. Gen. Stat. § 115C-271(b). Also enclosed is the Certification of Election form. Please return to me a signed copy of the Verification of Credentials, once approved.

My understanding is that Dr. Stellar is applying for his North Carolina license. Dr. Stellar is a highly experienced educator with two decades of experience as a Superintendent in other states. He has been licensed in twelve other states, prior to his arrival in North Carolina. For your additional information on his background, I am enclosing a press release for your review. I am sure you will be impressed, and pleased that such an accomplished individual is joining the ranks of our state’s superintendents.

I know you will be delighted to meet and welcome Dr. Stellar to North Carolina. If you have any questions or concerns about this matter, please give me a call.

Very truly yours,



Richard A. Schwartz

RAS:rb

Enclosures

cc: Dr. Arthur W. Stellar
Katie Cornetto, Attorney, DPI
Tracy Norman, Board Chair

NORTH CAROLINA

SUPERINTENDENT'S CONTRACT

BURKE COUNTY

THIS AGREEMENT, made and entered into this 29th day of September, 2009, by and between the **BURKE COUNTY BOARD OF EDUCATION**, hereinafter referred to as the "Board," and **DR. ARTHUR W. STELLAR**, hereinafter referred to as "Superintendent";

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools which the Board believes generally improves the quality of its overall educational program; and

WHEREAS, the Board and Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and

NOW, THEREFORE, the Board and the Superintendent, for the consideration herein specified, agree as follows:

1. TERM.

The Board, in consideration of the promises of the Superintendent herein contained, hereby employs Dr. Arthur W. Stellar as Superintendent of Schools for a term effective September 30, 2009, and ending June 30, 2013, under the terms and conditions set forth herein.

The Board may by specific action and with the consent of the Superintendent extend the termination date of this contract to the extent permitted by state law.

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 as prescribed by the laws of this state and by the regulations of the State Board of Education.

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 Board; shall serve as secretary to the Board; shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the Burke County Public School System; shall select all personnel subject to the approval of the Board; shall accept resignations for and on behalf of the Board; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district, and in general perform all duties incident to the office of superintendent and such other duties as may be prescribed by law or by the Board from time to time. The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation and shall refrain from individual interference with the administration of school policies except through Board action.

This is an agreement for the performance of professional services as superintendent by the Superintendent, who shall not be assigned to any other position or have his duties reassigned to others without his consent.

C. PERFORMANCE STANDARDS. In addition to the duties of the Superintendent set out above, the Superintendent shall seek to meet certain performance

standards for the school unit. Specifically, the Superintendent shall seek to substantially improve the achievement of the Burke County School Administrative Unit as determined by the North Carolina State Board of Education's various measures used to assess the local school system's efforts to improve student performance.

In addition, the Superintendent shall seek to maintain the accreditation of the Burke County School Administrative Unit by the North Carolina State Board of Education and other major accreditation bodies under which the school unit or individual schools are currently accredited.

3. COMPENSATION.

The aggregate annual salary paid the Superintendent from state and local funds shall be ONE HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$144,500.00) per year for the term of this contract, and shall be paid in equal monthly installments in accordance with the rules of the Board governing payment of other professional employees of the school administrative unit.

During the period of this agreement, the Superintendent's aggregate annual salary shall be increased each year by three percent (3%), or by the same percentage the General Assembly increases state salaries for central office administrators, whichever increase is greater, effective July 1, 2010, and each July 1 thereafter.

During the period of this agreement, the Superintendent's salary shall be reviewed at least annually by the Board. The Board may increase the Superintendent's salary by mutual consent or at any time by action of the Board. At no time shall the annual aggregate salary of the Superintendent be decreased during the term of this contract.

4. VACATION AND OTHER BENEFITS.

A. The Superintendent shall receive annual vacation 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 State Board of Education policy, 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 policy. In order to provide essential services to the Board which might not otherwise be provided, the Superintendent may not be able to use all of his earned vacation in a year and/or be unable to schedule vacation at a desirable time. In consideration of such circumstances, the Board annually on June 30 shall compensate the Superintendent with a salary supplement in an amount equal to a maximum of five (5) annual leave days accumulated beyond the state limit, computed at 1/222 of the Superintendent's aggregate annual salary.

B. The Superintendent shall receive at least the same life and health insurance coverage, terminal pay and other personal benefits accorded to other professional employees of the school administrative unit as provided by law, except as otherwise set forth herein.

C. The Board, at the request of the Superintendent and in accordance with state law, shall withhold and transfer an amount of salary annually or semi-annually or monthly, said amount to be determined by the Superintendent, from the Superintendent's annual salary into any tax-deferred annuity or retirement program chosen by the Superintendent. The Board shall match the Superintendent's contribution to any such tax-favored annuity or retirement program, with the

Board's matching contribution being subject to an annual limit of six percent (6.00%) of the Superintendent's aggregate annual salary, or any lesser limitation imposed by law.

D. The Board shall pay the Superintendent's membership charges for membership in up to four (4) professional organizations and two (2) civic organizations of his choosing, and upon approval of the Board, for such other professional group memberships as the Superintendent feels are necessary to maintain and improve his professional skills or advance the mission of the Burke County Schools.

E. As a supplement to the Superintendent's life insurance and other similar death benefits provided by the Board to its employees, the Board shall pay directly the premiums, up to a limit of FIVE THOUSAND DOLLARS (\$5,000.00) per year, for the key man life insurance policy purchased by and currently owned by the Superintendent: Northwestern Mutual Life Insurance Policy No. 17250978, or any similar successor policy. The policy shall provide a total death benefit of \$100,000, and shall be owned by the Superintendent, who shall retain all incidents of ownership therein and who shall be entitled to the cash value, if any, accruing under such policy. Provided, however, that the Superintendent shall direct that one-third (1/3) of the death benefit shall be designated for the Board, as one of the primary beneficiaries under said policy during the term of this Agreement and any extensions hereof. The Superintendent, within ten (10) days of execution of this Agreement, and annually, at the time premium payments are due, shall provide to the Finance Officer a statement from the insurance carrier, verifying the designation of the Board as one-third (1/3) beneficiary under said policy.

F. The Board recognizes that the Superintendent does and will commit to the services of the Burke County School System many hours of additional time, above and beyond

those necessary for the completion of his duties, including time spent locally and outside of Burke County Schools representing the Board, often at night and on weekends. As additional compensation for these extra work hours, the Board shall permit the Superintendent to take compensatory time off from his normal work schedule up to and including one hundred ten (110) hours per year. Each eight (8) hours of compensatory time shall constitute one (1) full workday. Any such hours of compensatory time which are not used during the year in which they are earned may not be accumulated or carried over to the following fiscal year, nor shall they be carried over or paid out at the termination of the Superintendent's employment.

G. The Board shall reimburse the Superintendent for his employee-paid portion of the annual contribution to the Teachers' and State Employees' Retirement System. Further, at such future time when the Superintendent may become eligible to buy additional years of retirement for his previous out-of-state service, the Board will consider whether to provide assistance or otherwise participate in the purchase of such years of service, or any portion thereof.

H. The Superintendent hereby opts out of any medical or dental insurance benefits provided in Section 4.B. of this contract or otherwise.

I. The Superintendent may utilize any "cafeteria benefits plan" approved by the Board, as permitted under 26 U.S.C. §125, or any successor plan or statute, to the fullest extent allowed by law or the plan, to receive any of the benefits provided in this contract.

J. The Board shall provide the Superintendent with a cellular or digital telephone and/or hand-held communications device(s), a home fax machine, office and home internet access, laptop computer, and other electronic devices for effective modern communication. In

the event monthly phone charges exceed the monthly limit in a maximum use plan provided by the Board, the Superintendent shall reimburse the Board for the cost of any personal phone calls in excess of the monthly limit. All maintenance and other monthly or recurring charges for the electronic equipment provided pursuant to this paragraph shall be at the expense of the Board, and all such equipment shall remain the property of the Board.

5. PROFESSIONAL GROWTH OF SUPERINTENDENT.

The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. The Superintendent may attend appropriate professional meetings at the local, state, and national levels. The expenses of said attendance will be paid from the current operating funds of the Burke County School System. The Superintendent shall be entitled to receive prepayment for expenses at the established per diem rates of the Burke County Board of Education for all travel. If the Superintendent's expenses exceed the Board approved per diem rates, the Superintendent shall file itemized requests for reimbursement of actual expenses in excess of Board approved per diem with the Chairperson of the Board for approval, or, in the Chair's absence, the Vice-Chairperson. Other expenses for such items as lodging, registration and transportation may be prepaid directly to a billing agency.

6. EXPENSES.

The Board shall reimburse the Superintendent for reasonable expenses incurred by the Superintendent on behalf of the Board. The Board recognizes that the Superintendent shall incur such expenses from time to time as the Board's representative in the pursuit of educational excellence, private financing, grants and for other reasons. The Superintendent shall file

itemized expense statements with the Chairperson of the Board for reimbursement of these expenses. The Chairperson shall have authority to approve such reimbursements. In the absence of the Chairperson, the actions, authority and responsibilities of the Chairperson set forth in this paragraph may be carried out by the Vice-Chairperson.

7. TRANSPORTATION.

The Board shall provide for the Superintendent's transportation required in the performance of his official duties by paying him for his transportation expenses the amount of SEVEN HUNDRED FIFTY DOLLARS (\$750.00) per month for transportation expenses within Burke County. The Board shall reimburse the Superintendent for out-of-county travel in his personal vehicle at the same rates as provided for all employees. In lieu of reimbursement for out-of-county travel, the Superintendent may use a Board-owned vehicle, if available, for such out-of-county travel.

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 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 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 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.

9. MEDICAL EXAMINATION AND DISABILITY.

A. MEDICAL EXAMINATION. The Superintendent hereby agrees to have a thorough medical examination once each year at the Board's expense (if not otherwise paid for by the Superintendent's medical plan). A statement from a licensed physician certifying to the physical competency of the Superintendent to fulfill his duties and responsibilities shall be filed with the Chairperson of the Board and treated as confidential information by the Board. In the event of illness, the Superintendent, upon request by the Board, shall furnish additional written medical records to the Board and these shall be treated as confidential information.

B. DISABILITY. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and should said disability exist for a period of more than one hundred twenty (120) days beyond that period of time which the Superintendent would have been entitled to take as sick leave or vacation or both, or if said disability is permanent, irreparable, or of such nature that, as determined by the Board, will make the performance of his duties impossible, the Board may terminate this agreement at its option, whereupon the respective duties, rights, and obligation hereof shall terminate.

10. EVALUATION.

The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board relationships. Prior to July 1 of each year, the Board will provide the Superintendent with a written evaluation of his performance.

11. NOTICE OF NONRENEWAL.

By no later than the first day of February immediately preceding the expiration of this Agreement, the Board shall formally inform the Superintendent of its intentions concerning renewal or extension of his contract as Superintendent of Schools for an additional term. Failure of the Board to complete its final evaluation of the Superintendent and to notify the Superintendent of its intention concerning contract renewal shall not entitle the Superintendent to any additional term of employment.

12. CONSULTING AND OUTSIDE EMPLOYMENT.

The duties and responsibilities of the Superintendent require full-time employment and frequently require that the Superintendent attend to his duties during evenings, weekends and holidays. The Superintendent shall not accept any outside employment that in any manner interferes with the performance of his duties and responsibilities as Superintendent of the Burke County Public Schools. The Board does recognize that certain outside employment may have a beneficial impact on the Superintendent's professional growth and/or may not interfere with the Superintendent's performance of his duties and responsibilities. The Superintendent may accept a limited amount of consulting work, speaking engagements, writing, lecturing, or other professional activities or outside employment on weeknights, weekends, holidays and annual leave days, provided that the Chairperson of the Board has been notified in advance of the outside employment and the Superintendent has certified that the outside employment in no manner interferes with the Superintendent's performance of his duties and responsibilities. The Superintendent shall be entitled to own the copyrights on all written materials he may publish during the term of this contract. The Superintendent may teach or serve as an adjunct professor

or in some other capacity at the college or university level on a part-time basis, subject to prior approval of the Chairperson of the Board as to the time commitment. In addition, the Superintendent may accept appointments to foundations, boards or commissions. The Superintendent shall be entitled to use up to five (5) days during fiscal year 2010, and up to eight (8) days for such purposes in each fiscal year thereafter, without deductions from compensatory time or other leave time. The Superintendent shall submit a written report to the Chairperson no later than June 1 and December 1 of each year listing all outside employment he has performed during the preceding six months.

13. CONFLICT OF INTEREST PROHIBITED.

The Superintendent acknowledges that he has read and understands the conflict of interest statute of the State of North Carolina attached hereto and agrees to comply with the attached statutes and any other state laws or Board policies relating to conflicts of interest.

14. TERMINATION.

Throughout the term of this contract the Superintendent shall be subject to discharge for good and just causes as provided by the North Carolina General Statutes; provided, however, that the Board does not arbitrarily or capriciously call for his dismissal and that 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 unless the Board shall find an emergency to exist requiring a shorter time of notice, which time shall be fixed by the Board. 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 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. If the Superintendent chooses to be accompanied by legal counsel at the hearing before the Board, he will assume the cost of his legal expenses.

15. UNILATERAL TERMINATION BY THE BOARD.

The Board may, at its option, unilaterally terminate this contract. In the event of such termination the Board shall pay to the Superintendent as severance pay, in lump sum or in payments as may otherwise be designated by the Superintendent, all of the aggregate annual salary he would have earned pursuant to Section 3 of this contract together with the value of all benefits provided herein, from the actual date of termination to the termination date set forth in this employment contract. In the event that the Board opts to terminate the contract by paying the amount specified herein, the right to a hearing before the Board, as specified in Section 14 above, and the right to appeal the Board's action shall be considered waived by the Superintendent.

16. BENEFITS OPTION.

As an inducement to forego retirement or other options which may become available to him, the Board will enable the Superintendent to select from among those benefits provided herein (other than those mandated by State law or regulation) and to transfer the cost of those benefits, to be received by him instead as a salary supplement, in lieu of those benefits, effective October 1, 2010.

17. RELOCATION EXPENSES

The Board shall pay up to TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) for the Superintendent's reasonable, actual relocation expenses in connection with his move to Burke County, including the packing, moving and any necessary temporary storage of household

goods, and for the travel and lodging expenses for the Superintendent and his spouse for up to two (2) house-hunting trips to Burke County. The Superintendent will provide receipts to the Chairperson of the Board for approval of payment or reimbursement of any amounts claimed hereunder.

18. AMENDMENT.

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

19. SAVINGS CLAUSE.

If, during the term of this Contract it is found that a specific clause of the contract is illegal under federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

20. STATE VERIFICATION OF CREDENTIALS.

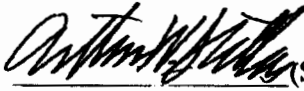
This Contract is subject to the approval of the Superintendent's qualifications and credentials to serve as superintendent, by the State Superintendent of Public Instruction, in accordance with N.C. Gen. Stat. §115C-271, and it is null and void in the absence of such approval.

IN TESTIMONY WHEREOF, the Burke County Board of Education has approved this Agreement and caused this instrument to be executed in its name by its Chairperson, and

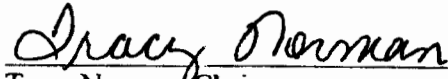
duly attested to, all by order and resolution of the Board, and Dr. Arthur W. Stellar has accepted this Agreement and has hereunto set his hand and seal, this the day and year first above written.

SUPERINTENDENT

BURKE COUNTY BOARD OF EDUCATION

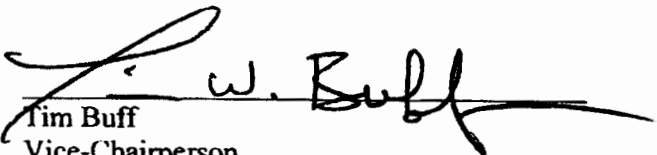


Dr. Arthur W. Stellar (SEAL)



Tracy Norman, Chairperson

ATTEST:



Tim Buff
Vice-Chairperson

NORTH CAROLINA
BURKE COUNTY

I, Sandra C. Probst, Notary Public, do hereby certify that Tim Buff appeared before me this day, who being by me duly sworn, says that he knows the common seal of The Burke County Board of Education, a corporate body, and is acquainted with Tracy Norman, who is the Chairperson and presiding member of said corporate body, and that he the said Tim Buff is the Vice Chairman of said corporate body and saw the Chairman sign the foregoing instrument in the name of said corporate body, and saw the said common seal of said corporate body affixed to said instrument by said Chairman of said corporate body.

Witness my hand and notarial seal, this 29 day of September, 2009.

Sandra C. Probst
Notary Public
Name of Notary Public: Sandra C. Probst

My Commission Expires: 7-10-2010

NORTH CAROLINA
BURKE COUNTY

I, Sandra C. Probst, Notary Public, do hereby certify that Dr. Arthur W. Stellar personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this 29 day of September, 2009.

Sandra C. Probst
Notary Public
Name of Notary Public: Sandra C. Probst

My Commission Expires: 7-10-2010

TO: Tracy Norman, BCPS Board Chair
FROM: Judith Lowery, Career Ready and Public Relations Director
SUBJECT: Surveys on Superintendent Search
DATE: September 29, 2009

Olive Hill Economic Development Board & Pastoral Association, letter on school stationary to Baptist, Methodist, Presbyterian and other faith based organizations to a potential approximate number of 2,000 people.
(Contact: Jasper Hemphill)

The Retired School Personnel to a potential membership of 117 members, sent on school stationary
(Contact: Jackie Ward)

The News Herald placed on the front page an article and survey information.
(Contact: Steve Welker or Cheryl Shuffler)
Approximately 15,000 in circulation

Burke County Realtor Association was sent letter and survey information on school stationary to 121 realtors
(Contact: Bobbi McCombs)

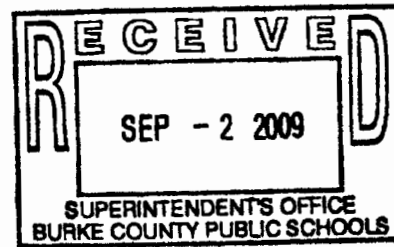
Celebration Family Worship Center, letter on school stationary with a potential to reach three or four thousand people
(Contact: Rocky Mclendon)

Morganton Rotary, letter on school stationary to approximately 75 members
(Contact: Allen Clark)

Sunrise Rotary, letter on school stationary to approximately 25 people
(Contact: Eleanor Summers)

Valdese Rotary, letter on school stationary to 42 members
(Contact: Bruce Hawkins)

Chamber of Commerce, letter on school stationary to over 500 community businesses, industries and agencies. The number, however could have impacted five or six more people in each organization increasing the total numbers reached tremendously.
(Contacts: Marilyn Norford and Mike Watts)



August 28, 2009

Burke County Board of Education
c/o Superintendent Search
PO Drawer 989
700 E. Parker Rd.
Morganton, NC 28680

To the members of the Board of Education:

As a member of the Burke County Chamber of Commerce and this community's largest single employer, we are pleased to respond to your letter soliciting views on key issues facing our school system and the qualities the Board of Education should seek in the new superintendent.

In our view, the key issues facing the school district over the next five years will include:

The credibility of the Board of Education with:

- Students and parents
- Teachers and other school system employees
- Community opinion leaders and the community at large
- The business sector and its leaders in Burke County
- Municipal and county governments
- News media outlets, not only locally but regionally and state wide

Preparing and graduating students for the new economy:

- Developing a high-quality labor pool through new and creative technical training initiatives, in conjunction with community colleges – specifically a local labor pool that complements economic development targets in Burke County and the surrounding region
- Career preparation for non-technical and non-college-bound students who will work in the service sector
- Academic curricula for college-bound students, whether in community college, two-year degree or four year degree programs.

**Board of Education
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Finances:

- Demonstrating return on investment to taxpayers increasingly resistant to and dissatisfied with higher federal, state and local taxes in general and specifically taxes that support public education
- Balancing public desires for programs, services, curricula, lower class size, etc. with shrinking fiscal resources
- Increased accountability for finances by the community, county government and other key influencers

Establishing and communicating clear lines of authority between school system management and the Burke County Board of Education.

Establishing and communicating rational, clear and proactive, not reactive, policies to address:

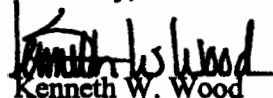
- Student rights
- Parental rights
- The clash of traditional values with the mandate to provide a broad based education
- Communications to and with the public

Among the characteristics and qualities we believe the board should seek in the new superintendent are:

- Demonstrated interpersonal relations/communications skills
- Financial/organizational management skills
- Exemplary moral character/outgoing and engaging personality
- Proven record of boosting student achievement
- Commitment to engaging students and families
- Coalition builder, particularly with business, governmental and human service sectors
- Innovation: track record of applying creative thinking skills to solve difficult problems, develop new programs, attract new students, recruit experienced teachers and managers, etc.

Thank you for the opportunity to provide this input.

Sincerely,



**Kenneth W. Wood
President and
Chief Executive Officer**



August 31, 2009

Burke County Board of Education
c/o Superintendent Search
PO Drawer 989
Morganton, NC 28689-0989

Dear Board Members:

As Executive Director of Burke County United Way, I polled the United Way Board of Directors upon receiving the invitation to participate in the survey regarding the new superintendent. The following comments reflect the opinions of our board.

Issues facing the School District over the next 5 years?

1. Transform how students and parents perceive their economic future in Burke County;
2. Develop vision of how BCPS can best prepare students, regardless of post high school plans, to be productive contributors in that economic future;
3. Continue collaborative efforts to stabilize children and engage families in this high stress time so that education can be successfully completed;
4. Regain BCPS staff and community trust and support;
5. Resolve issues with SACS; and,
6. Replace quality leadership and staff in central office lost during the last year.

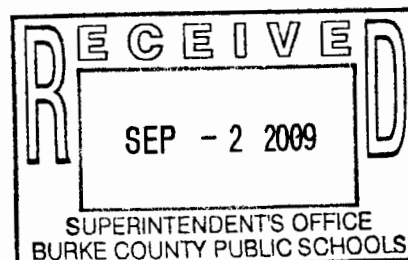
Characteristics and qualities of new Superintendent?

1. Have the character, integrity and desire to place the best interests of the children above all else;
2. Commitment to providing the best possible education for every student in the BCPS system;
3. Appropriate credentials and experience;
4. High morals and integrity;
5. Commitment to active civic participation and engagement in the community;
6. Willingness to seek and value community input;
7. Tract record of a collegial approach to management and decision making processes;
8. Be supportive of faculty and staff; and,
9. Be willing to continue active partnerships with stakeholders in the community who provide support for the students and families in the BCPS system.

Thank you for the opportunity to provide these thoughts. Burke County United Way looks forward to continuing a positive history of joint ventures with the school system that benefit our youth.

Sincerely,

Sally T. Learned,
Executive Director



Mission: "To inspire Burke County's residents and businesses to create a stronger, healthier and happier community through financial generosity and volunteer commitment."



Burke County Board of Education

1. What, from your organization's view, are the key issues facing the school district over the next five years?
 - A) I believe that one of the greatest issues facing the school district is the recruitment and retention of quality teachers. With the combination of economic issues and the recent school board relationship with educators, it will be hard to maintain the quality of teachers we expect for our children. Quality educators are going to want to have a voice in the decisions made regarding education in our county. Only educators who don't truly care will be satisfied to stand back and be censored from their opinions regarding their jobs, their schools and their school system.
 - B) I still believe the dropout rate for our high schools is unacceptable. A true representation of this number can be manipulated because of adjunctive programs in the community. It has been an accepted practice for some time that leaving school and getting a GED is equal to staying in the high school and getting a diploma. We have too many students choosing alternative paths to completing their education rather than staying in high school. Adjunctive programs are great but we should be providing that same nurturing environment in our high schools. I feel in order for our children to be competitive in employment particularly in the professional arena we need to make sure they have the resources in our schools to prepare them for the future.
 - C) This region is going through an economic recession that will not recover as quickly as the nation due to loss of manufacturing and state jobs. The board and administration are going to have to make a long term plan regarding fund allocation which reflects loss of tax revenue and other school funding while still trying to maintain the quality of education the community expects. This will be a daunting task and will require teamwork of all parties to achieve.

2. What characteristics and qualities should the Board seek in the new Superintendent?
 - A) The new Superintendent will need to have exceptional leadership and interpersonal skills. Regardless of one's viewpoint regarding recent school board/administration issues, the recent developments have had a huge impact on students, educators, businesses and citizens of Burke County. The Superintendent will be stepping into a position facing great animosity and distrust from the community. He/she will need to be able to pull together administration, students, teachers and parents to work once again as a team. The new Superintendent needs to have a reputation as someone who has gained respect of his/her peers in his previous positions and not as someone who is unapproachable or dictatorial.
 - B) Preferably they are from this area so that they have an inherent understanding of the community, community dynamics and changes. The candidate needs to understand what students and families are going through economically. The candidate needs to understand the economic restrictions for funding which have impacted class size, resources, etc and be able to make decisions which will direct our educators in providing quality education.
 - C) Because of the size of our county, the candidate needs to have experience with larger school systems. Previous experience as a superintendent is important but not absolutely necessary as



long as their references and experience show leadership skills, ability to manage well and good interpersonal skills which have shown specific ability to develop positive relationships among educators, parents and students.

Debbie J. Craig

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