

THE HAMILTON COUNTY BOARD OF EDUCATION

AND

FRED R. SMITH

THIS EMPLOYMENT CONTRACT is entered into this 16th day of July, 2015, by and between the Hamilton County Board of Education, hereinafter called the “BOARD,” and, Fred R. Smith hereinafter called the “DIRECTOR.” This contract repeals and replaces any other contract in effect as of the date specified above.

W I T N E S S E T H:

That for and in consideration of the provisions herein contained, the BOARD and the DIRECTOR agree as follows:

1. **Employment.** The BOARD, in accordance with its action at its Quarterly Meeting held on the 16th day of July, 2015, hereby elects and employs Fred R. Smith as the Director of Hamilton County schools, and he does accept such employment in accordance with the terms and provisions herein contained.
2. **Terms of Agreement.** The terms of this contract shall be for a period beginning August 1, 2015 and ending July 31, 2019.
3. **Licensure.** The DIRECTOR shall maintain throughout the terms of his employment as the director of schools a valid and appropriate license or other documentation to act as a director of schools as prescribed by the laws of this State and by the regulations of the State Board of Education.
4. **Duties.** The DIRECTOR shall perform any and all duties necessary and reasonable to the position of DIRECTOR. The DIRECTOR (i) shall be the chief

executive officer of the BOARD; (ii) shall be in charge of employing and assigning teachers and other employees of the system under his supervision; (iii) shall organize and arrange the administrative and supervisory staff, including the instructional and business affairs of the system; (iv) shall be responsible for suggesting regulations, rules and procedures as he deems necessary for the well-ordering of the system; and (v) shall in general perform all duties incident to the office of a director of schools and such other duties as may be appropriately prescribed by the BOARD from time to time and as required by, but not to exceed, Tennessee State law as set forth in Title 49 of Tennessee Code Annotated, as may be amended hereafter. The BOARD, individually and/or collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to the DIRECTOR for study and recommendation. The DIRECTOR shall not be reassigned or transferred from the position of director of schools to any other position within the Hamilton County school system, nor shall his duties be diminished, without the DIRECTOR's prior written consent.

5. **Best Efforts.** DIRECTOR shall devote such time, energy and attention to the business of the school system as is necessary to ensure that the school system is functioning properly.

6. **Director Evaluation.** The BOARD shall evaluate the performance of the DIRECTOR annually during the term of this contract. This evaluation shall take place prior to the BOARD'S regular July meeting of each year. Such evaluation shall be based on the duties and responsibilities of the DIRECTOR as set forth by the laws of the State of Tennessee and this contract. The DIRECTOR shall submit

to the BOARD a recommended format for such evaluation, hereinafter referred to as "Evaluation Format," on or before February 1st of each year of this contract. The BOARD shall meet to discuss the evaluation format with the DIRECTOR and attempt in good faith to agree on the development and adoption of a mutually agreeable evaluation format.

The evaluation shall include a recommendation for improvement in any areas where the BOARD deems the DIRECTOR's performance to be unsatisfactory or in need of improvement. A copy of the written evaluation shall be delivered to the DIRECTOR on or before August 1 of each year of his employment. The DIRECTOR shall have the right to make a written or oral response to the evaluation. Within thirty (30) days of delivery of the evaluation results of the DIRECTOR, the BOARD shall meet with the DIRECTOR to discuss the evaluation.

7. **Continuing Education.** The BOARD shall expect the continuing professional growth of the DIRECTOR through his participation in the operations, programs, and other activities conducted or sponsored by local, state and national school administrator and school board associations, and in attendance at seminars and courses offered by public or private educational institutions. The BOARD shall permit a reasonable amount of time for the DIRECTOR to attend programs of professional advancement and shall pay for reasonable and necessary fees as approved in advance by the BOARD and provided for in the annual budget.

8. **Base Compensation.** For each year of this contract, the BOARD will pay to the DIRECTOR \$198,966.47 (One Hundred, Ninety Eight Thousand, Nine Hundred, Sixty-Six Dollars and 47/100ths). The DIRECTOR will also be entitled to any local pay increase that the Hamilton County Board of Education may award to administrative personnel working within the Hamilton County school system.
9. **Fringe Benefits.** The DIRECTOR shall be afforded the same fringe benefits of employment as are granted to the school system's other licensed employees, including holidays and medical, health, life insurance, dental, family vision and retirement plans. The DIRECTOR will pay the employee's portion of all premiums for health and dental insurance and, at his option, may purchase coverage for his eligible dependents. In addition, the DIRECTOR shall be specifically entitled to the following:
- (a) Accumulation and use of sick leave in accordance with State law and BOARD policy;
 - (b) Twenty Four (24) days of paid vacation per year, which will accrue beginning on July 1st of any given year and must be used before June 30th of any given year; Accumulated leave earned prior to July 1, 2011 will remain unchanged and will be in compliance with current board policy.
 - (c) A cell phone service plan to be paid by the BOARD to ensure that the DIRECTOR is accessible to Board members and administrative personnel 24 hours a day, seven days a week;

(d) An automobile allowance of \$7,200 per year in recognition of the DIRECTOR's obligation to travel on school business.

10. Professional Liability. BOARD agrees that it shall defend, hold harmless and indemnify DIRECTOR from any and all demands, claims, suits, actions and legal proceedings brought against DIRECTOR in his individual capacity or in his official capacity as agent and employee of the BOARD, provided the incident giving rise to demand, claim, suit, action or legal proceeding arose while DIRECTOR was acting within the course and scope of his employment except that in no case will individual BOARD members be considered personally liable for indemnifying the DIRECTOR in such demands, claims, suits, actions and legal proceedings.

11. Termination. This contract shall be terminated upon:

- (a) Expiration of the contract term;
- (b) Death of the DIRECTOR;
- (c) Illness or disability of the DIRECTOR as specified in paragraph 12 of this contract;
- (d) Termination for cause as specified in paragraph 13 of this contract; or
- (e) Mutual agreement of the parties. If termination is by mutual agreement, then, subsequent to termination, neither party shall have any further responsibility to perform the terms and conditions of this contract.

12. **Illness or Disability of the Director.** In the event that illness or disability of the DIRECTOR, as certified by a physician appointed by the BOARD, shall result in the DIRECTOR being absent from his employment for a continuous period of three (3) months, the BOARD may, at its option, terminate this contract and, upon termination, the BOARD shall have no further obligation under this contract.
13. **Termination for Cause.** Notwithstanding any other provision of this contract to the contrary, the BOARD reserves the right to suspend or dismiss the DIRECTOR for cause in accordance with *T.C.A. § 49-5-501, et seq.* In the event of any such investigation into whether grounds exist to terminate the DIRECTOR's contract, the BOARD shall have the same rights to suspend the DIRECTOR as a director of schools has to suspend a teacher pursuant to *T.C.A. § 49-5-511(a)(3)*. Likewise, the DIRECTOR shall have the same rights as a teacher to receive written notice of any charges against him and, upon certification by the BOARD that it intends to terminate this contract, to demand a hearing pursuant to *T.C.A. § 49-5-512* before an impartial hearing officer selected by the BOARD.
14. **Changes, Amendments and Modifications.** All changes, amendments and modifications to this contract shall be in writing and executed by both the DIRECTOR and the BOARD.
15. **Choice of Law and Waiver of Right to Jury Trial.** This contract shall be governed by Tennessee law. Each party waives its right to trial by jury and consents to a bench trial with respect to any litigation over any and all claims, disputes, and/or controversies arising from this contract of employment.

16. **Entire Agreement.** This contract constitutes the entire agreement between the parties and fully and completely supersedes all prior agreements, and the parties hereto acknowledge that neither has relied upon any oral representation or any agreements by the other and that no such oral representations or agreements shall in any way effect the terms of this written agreement, and that this agreement may not be modified or changed except by written instrument executed by the parties.

George Ricks,
Chairman of the Hamilton County
Board of Education
on behalf of the Hamilton
County Board of Education

Fred R. Smith
Director of Hamilton County Schools

STATE OF TENNESSEE
COUNTY OF HAMILTON

I, a Notary Public of the State and County aforesaid, certify that George Ricks personally appeared before me this day and acknowledged that he is Chairman of the Hamilton County Board of Education, a body politic, and that, by authority duly given to him by the Board, he executed this instrument as Chairman on behalf of the Hamilton County Board of Education.

Witness my hand and notarial seal, this _____ day of _____, 2015.

Notary Public

My commission expires: _____

STATE OF TENNESSEE
COUNTY OF HAMILTON

I, a Notary Public of the State and County aforesaid, certify that Fred R. Smith personally appeared before me this day and acknowledges the execution of the foregoing Employment Contract for the purposes therein expressed.

Witness my hand and notarial seal, this _____ day of _____, 2015.

Notary Public

My commission expires: _____