

**AGREEMENT TO TERMINATE**  
**THE EMPLOYMENT OF FRED R. SMITH AS THE**  
**SUPERINTENDENT OF HAMILTON COUNTY SCHOOLS**

**WHEREAS**, the Hamilton County Board of Education initially employed Fred R. Smith to serve as the Superintendent of Hamilton County Schools on July 7, 2011; and

**WHEREAS**, the Hamilton County Board of Education has from time to time renewed Fred R. Smith's employment as the Superintendent of Hamilton County Schools, most recently on July 16, 2015; and

**WHEREAS**, pursuant to Fred R. Smith's current contract of employment, he would serve as the Superintendent of Hamilton County Schools through July 31, 2019; and

**WHEREAS**, pursuant to the terms of this contract, Fred R. Smith is entitled to compensation of One Hundred Ninety-Eight Thousand Nine Hundred Sixty-Six and 47/100s Dollars (\$198,966.47) per year in addition to an automobile allowance of Seven Thousand Two Hundred and No/100s Dollars (\$7,200.00) per year; and

**WHEREAS**, as of January 31, 2016, over the remaining forty-two months of this contract, Fred R. Smith would be paid compensation in the amount of Seven Hundred Twenty-One Thousand Three Hundred Twenty-Seven and 55/100s Dollars (\$721,327.55) and would accrue Eighty-Four (84) days of vacation and Thirty-Three (33) days of sick leave; and

**WHEREAS**, for the efficient operation of Hamilton County Schools, both the Hamilton County Board of Education and Fred R. Smith understand and agree that it is expedient to terminate Fred R. Smith's employment as the Superintendent of Hamilton County Schools; and

**WHEREAS**, in order to terminate this contract amicably, the Hamilton County Board of Education is willing to pay, and Fred R. Smith is willing to accept approximately thirty-five percent (35%) of this contract's total value;

**SO THEREFORE, PREMISES CONSIDERED**, in exchange for the mutual promises and covenants contained herein, the Hamilton County Board of Education and Fred R. Smith do hereby agree as follows:

**1. Termination of Employment:**

**a.** Effective immediately upon the execution of this Agreement, Fred R. Smith will take a leave of absence from his position as the Superintendent of Hamilton County Schools through June 30, 2016.

**b.** Pursuant to Section 4 of his contract of employment to serve as the Superintendent of Hamilton County Schools, Fred R. Smith shall relinquish the office of Superintendent immediately upon taking this leave of absence, and the Hamilton County Board of Education shall appoint an Interim Superintendent to serve in this capacity.

**c.** During this leave of absence, the Hamilton County Board of Education will allow Fred R. Smith to use vacation and personal days accrued for the 2015-2016 school year and accrued sick leave in order to remain on the payroll of the Hamilton County Board of Education. During the time Fred R. Smith shall be using this

accrued leave, he shall be entitled to enjoy the same benefits as any other employee on the payroll of the Hamilton County Board of Education.

d. On July 1, 2016, Fred R. Smith shall retire and shall be removed from the payroll of the Hamilton County Board of Education.

**2. Compensation:**

a. In exchange for Fred R. Smith's voluntary agreement to surrender his rights as Superintendent of Hamilton County Schools, and in exchange for the benefits otherwise due to Fred R. Smith under the terms of his contract of employment dated July 16, 2015, the Hamilton County Board of Education agrees to pay Fred R. Smith the total sum of Two Hundred Sixty-Nine Thousand and No/100s Dollars (\$269,000.00) in satisfaction of any and all obligations otherwise owed him under the terms of his July 16, 2015 contract.

b. It is expressly understood and agreed by and between the Hamilton County Board of Education and Fred R. Smith, however, that this payment only releases the Hamilton County Board of Education from its obligations to Fred R. Smith under the terms of his July 16, 2015, contract of employment to serve as the Superintendent of Hamilton County Schools and that this Agreement does not release the Hamilton County Board of Education of and from any obligations owed to Fred R. Smith predating this contract including, but not necessarily limited to, his accrued vacation, his right to participate in the Retiree Health Plan, and any other benefits to which he is entitled by virtue of school board policy and/or various memoranda of agreement between the Hamilton County Board of Education and the Hamilton County Education Association.

3. **Mutual Release of Claims:** In entering into this Agreement, both the Hamilton County Board of Education and Fred R. Smith release one another from any obligation either has to the other under the terms of Fred R. Smith's contract of employment to serve as the Superintendent of Hamilton County Schools. The Hamilton County Board of Education expressly releases Fred R. Smith of and from any claim or obligation arising under the terms of this contract of employment as the Superintendent of Hamilton County Schools, and Fred R. Smith likewise releases the Hamilton County Board of Education and the individual Board members of and from any claims arising out of or in any way related to his employment as the Superintendent of Hamilton County Schools.

4. **Legal Claims Against the Board and Fred R. Smith in His Official Capacity:** Notwithstanding the language of Paragraph 3, *supra*, it is expressly understood by and between the parties that the Hamilton County Board of Education will continue to provide Fred R. Smith with legal defense and indemnity concerning any and all claims brought against him in his official capacity as the Superintendent of Hamilton County Schools to the extent required by state and federal law. Likewise, as an express condition for the Hamilton County Board of Education's agreement to defend and indemnify Fred R. Smith against any such legal claims, Fred R. Smith agrees to cooperate fully in the investigation, defense and litigation of any claims, grievances, suits, or other demands brought against the Hamilton County Board of Education or the Hamilton County Department of Education arising during Fred R. Smith's tenure as the Superintendent of Hamilton County Schools.

5. **Construction:** Both the Hamilton County Board of Education and Fred R. Smith have participated in the negotiation and drafting of this Agreement. As such, if there is found to be any ambiguity with regard to the language of this Agreement, it is hereby agreed by and between the parties that the language should not be construed in favor of or against either party.

6. **Governing Law and Venue:** It is understood and agreed by and between the Hamilton County Board of Education and Fred R. Smith that this Agreement shall be construed according to the laws of the State of Tennessee and that any legal dispute shall be heard in the state courts located in Hamilton County, Tennessee.

**IN WITNESS WHEREOF**, we have set our hands this the \_\_\_ day of \_\_\_\_\_, 2016.

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**HAMILTON COUNTY BOARD OF  
EDUCATION**

By:

\_\_\_\_\_  
DR. JONATHAN WELCH, Chairman

Sworn to and subscribed  
before me this \_\_\_\_ day of  
\_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

By: \_\_\_\_\_  
FRED R. SMITH

Sworn to and subscribed  
before me this \_\_\_\_ day of  
\_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_