

Work Session to Discuss New DOS Contract
May 18, 2020 5:00 PM
Zoom Meeting

1. Call to Order - Mrs. Teresa Boston
2. Moment of Silence and Pledge - Mrs. Teresa Boston
3. DOS Contract DRAFT
4. Other Discussion
5. Adjournment

CONTRACT OF EMPLOYMENT
Between
Dr. Ina Maxwell
and the
Cumberland County Board of Education

Subject to a vote of approval by a quorum of the Cumberland County Board of Education, this Contract is entered into this ____ day of _____, 2020, by and between the Cumberland County Board of Education, hereinafter referred to as "BOARD", and Dr. Ina Maxwell, hereinafter referred to as "DIRECTOR" or "DIRECTOR OF SCHOOLS. The BOARD and the DIRECTOR, for the consideration herein specified, agree as follows:

1. **TERM OF CONTRACT.** The BOARD, in accordance with its action as found in the Minutes of its meeting held on the 11th day of May, 2020, hereby employs, and the DIRECTOR hereby accepts employment as DIRECTOR of the Cumberland County School System for a term of _____ () years. DIRECTOR's period of employment shall commence on the 1st day of July, 2020, and shall continue until the ____ day of _____, 20____, subject to the provisions in Paragraphs 14 and 22 of this Contract.
2. **PROFESSIONAL CERTIFICATION.** The DIRECTOR shall maintain and furnish to the BOARD evidence of her maintaining, throughout the life of this Contract, a valid and appropriate certificate to act as DIRECTOR of Schools of this County in accordance with the laws of the state of Tennessee.
3. **DUTIES.**
 - A. The DIRECTOR shall perform the duties referenced in Tennessee Code Annotated § 49-2-301, as well as those listed in the job description for DIRECTOR as adopted by the BOARD, or as it may be amended from time to time during the term of this Contract. Such job description, as so amended, is hereby incorporated in this Contract by reference as if fully stated herein.
 - B. The DIRECTOR shall devote such time and energies as are necessary to perform the duties specified in the job description. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the DIRECTOR to work during times other than normal business hours.
 - C. The DIRECTOR shall reside within the boundaries of the school district throughout the term of the contract. This contract shall be void if the DIRECTOR does not meet this residency requirement.
4. **COMPENSATION.** The BOARD shall pay the DIRECTOR annual compensation of

_____ (\$_____) dollars in twenty-four (24) equal semi-monthly installments in accordance with BOARD policy. If an adjustment in salary is made during the term of this Contract, all of the other provisions of this Contract, including its termination date shall remain as stated herein. It is expressly understood by the parties to this agreement that in the event DIRECTOR's employment is terminated for cause, as specified in Paragraph 22 (b) of this Contract, DIRECTOR will be paid under this contract only for the months in which she was employed as DIRECTOR of Schools.

5. **INSURANCE BENEFITS.** The BOARD shall provide the same benefits as other twelve (12) month professional employees receive.
6. **SALARY INCREASES.** Beginning July 1, _____, DIRECTOR shall receive the same percentage increases in salary as do all licensed personnel of the Cumberland County Board of Education.
7. **MEMBERSHIP DUES.** The BOARD shall pay the costs of DIRECTOR's membership in the Tennessee Organization of School Superintendents (TOSS). The Board shall further reimburse the DIRECTOR for expenses in attending related functions, subject to Paragraph 13 of this Contract. The Board may approve dues to other professional organizations in addition to those listed by name in this paragraph.
8. **PROFESSIONAL LIABILITY.** The BOARD shall maintain liability insurance covering alleged wrongful acts and omissions of the BOARD and of the DIRECTOR in the scope of her employment with the BOARD. The BOARD shall, to the extent permitted by law, directly or through insurance, defend the DIRECTOR, bear defense costs, and indemnify and hold the DIRECTOR harmless on demands, claims, suits, and legal proceedings brought by third parties against the DIRECTOR in her official capacity as agent and employee of the BOARD, except that this obligation of the BOARD shall not exist with respect to violations of criminal law, improper personal gain, or willful misconduct, and in no event will individual BOARD members be considered liable for indemnifying the DIRECTOR against such demands, claims, suits and legal proceedings. Nothing herein shall be construed as to require the school system to furnish legal counsel to the DIRECTOR for any costs or expenses which occur as a result of any legal dispute which may arise between BOARD and DIRECTOR with regard to the performance of duties pursuant to this Contract.
9. **PROFESSIONAL GROWTH.** DIRECTOR may attend professional meetings including TSBA and TOSS meetings, approved by the BOARD, the actual and necessary expenses of said attendance to be paid by the School System in accordance with School Board policy, and Paragraph 13 of this Contract, and not to exceed budgeted amount. DIRECTOR shall be directly entitled to any and all funds received from the State of Tennessee for annual CEO training.
10. **WORK YEAR.** The DIRECTOR shall work twelve (12) months annually. Vacation and

paid holidays for the DIRECTOR shall be determined in accordance with the Board policies applicable to twelve (12) month employees.

11. **PERSONAL/PROFESSIONAL LEAVE.** BOARD accepts and acknowledges the DIRECTOR'S accrued Vacation and Sick leave which she accumulated during her employment with the Cumberland County School System.
12. **SICK LEAVE.** The DIRECTOR shall be granted one day of sick leave for each month of contractual employment and two personal/professional leave days each year of employment. Leave days shall be cumulative and any unused leave days may be used for retirement credit in accordance with the policies of the Tennessee Consolidated Retirement System.
13. **EXPENSES.** The BOARD shall reimburse the DIRECTOR for all actual and necessary travel and other expenses required in the performance of the official duties during employment under this Contract subject to such limitations as provided by law and by BOARD policy. It is expressly agreed that DIRECTOR will use a vehicle owned by the system for travel whenever possible, to defray travel expenses.
14. **RENEWAL OF EMPLOYMENT CONTRACT.** The Board may extend the term of this contract at any time with concurrence of the DIRECTOR. However, unless the BOARD acts on or before the _____ day of _____, 20____, to extend the contract, such failure to act shall serve as notice to the DIRECTOR that the BOARD does not intend to renew the contract.
15. **ASSUMPTION OF DUTIES.** The DIRECTOR shall assume responsibilities of the position July 1, 2020.
16. **PERFORMANCE EVALUATION.** BOARD shall annually review with DIRECTOR the DIRECTOR's performance as DIRECTOR of the Cumberland County School District; DIRECTOR's progress toward goals established by the BOARD and DIRECTOR; the working relationships of DIRECTOR with the BOARD, the staff, the students and community at large; and any other matters relative to the employment of DIRECTOR. The evaluation shall be completed by June 1 of each year.
17. **REFERRALS TO DIRECTOR.** The BOARD of Education, collectively or individually, shall promptly refer to the DIRECTOR all criticisms, complaints and suggestions called to their attention relative to DIRECTOR or the School District for the DIRECTOR's study and recommendation
18. **LOYALTY.** DIRECTOR shall devote full time, attention, knowledge and skills solely and exclusively to the business and interests of the BOARD of Education and the Cumberland County School District. The DIRECTOR may, however undertake consulting work, speaking engagements, writing, lecturing or other activities which do not interfere with the

discharge of DIRECTOR's duties and responsibilities hereunder, and may be separately compensated for such employment.

19. **TENURE.** The DIRECTOR shall retain such tenure rights, as she has acquired to date, as a teaching professional in the Cumberland County School System.
20. **ANY OTHER CONTRACT SUPERSEDED.** This Employment Contract sets forth the terms of employment of the DIRECTOR by the BOARD during the term of this Contract, and supersedes any other contract of the BOARD with its employees including any negotiated contract with the Cumberland County Education Association.
21. **DISABILITY.** In the event the DIRECTOR shall be unable to perform her obligations due to mental or physical illness, incapacity, or death, the BOARD, at its option, may terminate this agreement after one hundred twenty (120) days of incapacity or after earned sick leave is exhausted, whichever is longer. Should the Board suspect such disability, Board may request the Director to submit to a comprehensive examination which the Director shall not unreasonably refuse, and Director shall submit the written report of same to the Board Chairperson. In the event of a termination due to disability, Board shall be released from all further obligations contained herein.
22. **CONTRACT TERMINATION.**
 - A. **Mutual Agreement** - This Employment Contract may be terminated by mutual written agreement of the parties, in writing.
 - B. **For Cause** - This Employment Contract may be terminated by the BOARD for cause upon sufficient proof of improper conduct, inefficient service, neglect of duty, or failure to follow board directives and policies. If the BOARD terminates this Contract for cause, the DIRECTOR shall receive no further benefits or compensation.
 - C. **Removal from Office** - This contract shall be terminated if the State Board of Education, in accordance with the provisions of Title 49, Chapter 1 of Tennessee Code Annotated as enacted or hereafter amended, orders the removal of the DIRECTOR or takes such action as would disqualify DIRECTOR from holding such position. If such removal is ordered, the DIRECTOR shall receive no further benefits or compensation under the terms of the contract.
 - D. **Transfer.** - In accordance with TCA 49-2-203(a)15(A), the BOARD reserves the right to transfer the DIRECTOR to another position within the school system. However, the compensation and insurance benefits included within this agreement shall remain in full force and effect for the duration of the contract as specified in Article I. In the event DIRECTOR declines to accept such transfer, this contract shall be terminated and the DIRECTOR would be entitled to no further benefits or compensation.

E. **Without Cause.**- The Board may terminate this contract without cause, at its option, provided that the BOARD provides the DIRECTOR sixty (60) days written notice of such termination. In the event the BOARD elects to terminate this contract without cause, BOARD shall pay unto the DIRECTOR all salary due to the DIRECTOR from the date of termination until the expiration of this contract. The payment provided for herein shall, at the option of BOARD, be made in either monthly installments or in a lump sum payment. Upon payment as provided for herein, BOARD shall have no further liability to DIRECTOR for any payments whatsoever.

F. **Unilateral termination by DIRECTOR.**- The DIRECTOR may terminate this contract at anytime, at her sole discretion, by giving BOARD sixty days written notice of her or her resignation. In the event of such termination, DIRECTOR shall receive no severance pay and shall be entitled to the salary and benefits unpaid through the effective date of her or her termination or retirement.

23. **SEVERABILITY.** The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other portions shall remain fully valid and enforceable.

24. **CRIMINAL BACKGROUND CHECK.** In accordance with the requirements of Tennessee Code Annotated § 49-5-413, the DIRECTOR agrees to the release of all investigative records to the board for examination for the purpose of verifying the accuracy of the criminal violation information as required by Tennessee Code Annotated § 49-5-406 (a)(1)(A); and , DIRECTOR agrees to supply a fingerprint sample and submit to a criminal history record check to be conducted by the Tennessee Bureau of Investigation. The cost incurred for this investigation shall be paid by BOARD.

25. **AMENDMENTS.** The period of this Contract and any other provisions herein may be extended, modified, changed, or amended, by mutual agreement of the parties, provided such change shall be in writing, signed by the parties, approved by the Board, and placed in the minutes of the Board. Neither party shall be bound by any oral representation concerning modification of this contract.

26. **ENTIRE AGREEMENT** This contract constitutes the entire agreement among the parties 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 affect the terms of this agreement and that this agreement may not be modified or changed except by written instrument executed by the parties.

Made and executed by the parties this day and date first above mentioned.

Ina Maxwell
Director of Schools

Teresa Boston
Chairperson
Cumberland County Board of Education

WITNESS

WITNESS

ADDRESS

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DRAFT