

Board of Education Meeting
June 25, 2025 4:00 PM
Central Services Board Room

1. Call to Order
2. Moment of Silence/Pledge of Allegiance
3. Welcome to Visitors/Acknowledgement of Elected Officials
4. Roll Call
5. Declaration of Conflict
6. *Approval of Agenda
7. Community Comments
8. *Director of Schools Contract-First Draft
9. Budget 3 Discussion
10. Questions from Media
11. Adjournment

(* Indicates Board Approval Required)

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Agenda Item Type: Procedural Item

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5. Declaration of Conflict

Agenda Item Type: Action Item

6. *Approval of Agenda

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Attachments: (1)

- [Agenda](#)

7. Community Comments

Agenda Item Type: Information Item

8. *Director of Schools Contract-First Draft

Agenda Item Type: Action Item

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- [Draft 1 Contract-R. Farley](#)

9. Budget 3 Discussion

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Agenda Item Type: Action Item

Comments:

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CONTRACT OF EMPLOYMENT

between the

Cumberland County Schools Board of Education and

Rebecca Farley

This Contract of Employment (hereinafter "Contract") is entered into this 1st day of July, 2025 by and between the Cumberland County Schools Board of Education (hereinafter, "Board" or "the Board") and Rebecca Farley (hereinafter, "Director" or "the Director"). Upon its effective date, this Contract shall supersede all other contracts previously entered into between the Parties hereto. The Board and the Director, for the consideration herein specified, agree as follows:

- I. **Term of Contract.** The Board, in accordance with its action as documented and confirmed within the minutes of its public meeting held in June 2025, hereby employs the Director, and the Director hereby accepts the terms and conditions of this Contract. This Contract is for a period of four years commencing on the 1st day of July, 2025 and ending on the 30th day of June, 2029. During the term of this Contract, including any renewals and/or extensions of the same, the Director will reside in Cumberland County, Tennessee.
- II. **Duties.** The Director shall devote such time and energies as are necessary to perform the duties specified in the law and the job description, including, but not limited to, those duties outlined within Tenn. Code Ann. 49-2-301. These duties will generally be performed during normal business hours; however, it is expressly agreed that the duties of this position will require the Director to be on duty during times other than normal business hours.
- III. **Governance.** To the full extent permitted by Tennessee law, pursuant to Tenn. Code Ann. 49-2-203, the Board shall delegate to the Director full administrative responsibility and authority for the operations of the school district and the schools thereof. Pursuant to applicable Board Policy, Board members shall address their concerns regarding operations, personnel matters, financial conditions, stakeholder concerns, and other matters under the control of the Director, directly to the Director, and shall not interfere with the Director's supervision, direction and administration of the district. The Director shall then address those matters as she deems appropriate. Individual members of the Board shall not, acting alone without authorization of the Board, take or refrain from taking action under the control of the Director's authority, powers, and duties. The Board and the Director agree to work together to fulfill the objectives of providing outstanding educational services and opportunities for all students.
- IV. **Compensation.** The Board shall pay the Director an annual base salary of One Hundred, Thirty-Five Thousand Dollars in twenty-four (24) equal semi-monthly installments in accordance with Board Policy. If an adjustment in salary is made

by Agreement of the Parties during the term of this Contract, all of the other provisions of this Contract, including, but not limited to, its termination date as outlined within Section No. I, shall remain intact as stated herein. It is expressly understood by the Parties to this Contract that, in the event Director's employment is terminated for cause pursuant to Section No. XX, Director will be paid under this Contract only for the months in which she was employed and performed duties as Director. The Board further agrees, each December during the term of this Contract, to discuss and vote upon a possible modification to the above-specified salary amount, with the understanding that the Board cannot vote to decrease the above-specified salary amount during the Contract's term.

- V. **Incentive Bonus.** The Director shall be entitled to a bonus for performance according to the results of annual evaluation. A composite score of > 4.5 will earn a bonus of \$5000.00. A score of > 4.0 will earn a bonus of \$4000.00, and a score of > 3.0 will earn a bonus of \$3000.00. There will be no bonus for < 3.0.
- VI. **Professional Licensure/Certification.** During the term of this Contract, the Director shall maintain and shall, upon request, furnish to the Board evidence of maintaining a valid and appropriate license to serve as a Director of Schools, including any other certification that may be required by law or by the rules of the State Board of Education or Board Policy.
- VII. **Automobile Allowance (Option No. 1):** The Board will pay the Director an automobile allowance in the amount of \$600.00 per month in equal monthly installments to account for travel within the county. Subject to the terms of Board Policy, the Board will reimburse the Director for those actual expenses necessitated by travel outside of the school system for the performance of official duties.
- VIII. **Insurance Benefits.** The Board shall provide, during the term of this Contract and at Board expense, all fringe benefits to the Director which are offered and available to other certified personnel. Should the Director elect no coverage under the school system insurance plan, no other benefit or salary shall be paid in lieu thereof.
- IX. **Memberships.** The Board shall include in its annual budget and appropriation to pay membership dues to the Tennessee Organization of School Superintendents (TOSS), the American Association of School Administrators (AASA), and for two local (2) civic organizations chosen by the Director. Upon presentation of

documentation, the Board shall reimburse the Director for expenses in attending functions related to these memberships.

- X. **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 also, 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 a third party(ies) against the Director in her individual and/or official capacity as agent and employee of the Board; provided, however, that the duty to indemnify shall not apply in the event that a court of competent jurisdiction determines that the Director acted criminally, maliciously, fraudulently, for improper personal gain or willful misconduct. In no event will Board members be individually liable or responsible for indemnifying the Director or holding her harmless against any demand, claim, suit, or legal proceeding.

- XI. **Professional Growth.** In the interest of continuing professional growth, promotion, development, and advancement of the school system, the Board encourages the continuing professional growth of the Director through participation in: (1) the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations; (2) seminars and courses offered by public and private educational institutions; (3) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Director to perform professional responsibilities for the Board; and (4) visits to other institutions or school systems. The actual and necessary expenses of said attendance and/or participation shall be paid by the school system in accordance with Board Policy.

- XII. **Sick Leave.** The Director shall be granted one (1) day of sick leave for each month of contractual employment. Sick leave days shall be cumulative, and unused sick leave days accrued and remaining at the termination of this Contract for any reason shall be transferred to the Tennessee Consolidated Retirement System for retirement credit in accordance with law and the policies of the Tennessee Consolidated Retirement System.

- XIII. **Work Year and Vacation (Paid Time Off).** The position of Director is a full-time, FLSA exempt, twelve (12) month position within the school district. Non-duty days shall include the ten (10) holidays, and two (2) personal leave days provided in the law, and any day upon which the school system central office is closed. In addition, thereto, the Director shall be entitled to twenty (20) vacation/annual leave days per year. Vacation/annual leave days unused as of June 30th each fiscal year during the term of this Contract shall be lost; however, up to five (5) such unused vacation/annual days may carry over to the next fiscal year and convert to available sick leave for the Director under Section No. XII. The Director shall be authorized to utilize all other leave pertaining to all other 240 days contract certified employees.

XIV. **Expenses.** The Board shall reimburse the Director for all actual and necessary travel and other related expenses required in the performance of official duties under this contract subject to such limitations as provided by law and by Board Policy.

XV. **Medical Examination.** The Board may require the Director to submit to an annual comprehensive medical examination. The cost of the examination, if required, shall be the responsibility of the Board. All information derived from said medical examination shall be considered the personal property of the Director and shall be treated as protected health information pursuant to applicable federal law. Both the Director and the Board agree, however, that nothing within this Section or within this Contract shall be read to violate the Americans with Disabilities Act, the Tennessee Handicap Act, or the Tennessee Human Rights Act.

XVI. Performance Evaluation.

A. Annually, pursuant to Board Policy and Tenn. Code Ann. 49-2-203, and no later than the June Board meeting beginning in June 2025 and each calendar year thereafter during the term of this Contract, the Board shall evaluate the Director's performance.

- i. In conducting this evaluation, the Board must, in compliance with Tenn. Code Ann. 49-2-203, evaluate the Director regarding overall job performance, student achievement, relationships with staff and personnel, relationships with board members, and relationships with the community, as well as Director's performance of all duties as outlined within Tenn. Code Ann. 49-2-301.
- ii. Prior to an annual evaluation, the Director shall provide the Board with a written self-appraisal using the same evaluation format adopted by the Board, and board members shall consider the Director's self-appraisal in conducting their own reviews of the Director.
- iii. The Board shall provide the Director with a written copy of its evaluation. The Director shall have the right to make a written response to the evaluation, which shall be attached to the Board's written evaluation. Under the Tennessee Public Records Act, board member evaluations of the Director, and the Director's self-appraisals, remain subject to request and disclosure.
- iv. All board members shall provide written explanations for ratings below satisfactory when marked on their individual performance tools/evaluation documents.

B. The Board and the Director will endeavor to agree upon an evaluation format no later than the September Board meeting of the current evaluation year. In the event that the Board and the Director cannot agree, the Board shall develop the format and shall forward the evaluation documents to the Director in compliance with this Contract and Tenn. Code Ann. 49-2-203.

XVII. **Loyalty.** The Director shall devote full time, attention, knowledge, and skills solely and exclusively to the business and interests of the school system as referenced in Section No. II.

XVIII. **Consultation Services and Other Professional Activities.** The Director may undertake consulting work, speaking engagements, writing, lecturing, or other activities, including any remuneration associated therewith, that do not interfere with the discharge of official duties and responsibilities. The Director shall give a report to the Board of all such activities as part of the annual evaluation provided for herein.

XIX. **Tenure and Transfer.** The Director shall **retain her tenure** as a teacher or as a certified employee with the Board. As consideration for the waiver of tenure rights, the Board expressly waives any right it otherwise has under Tennessee law to transfer or reassign the Director to any other position with any other duties during the term of this Contract, as well as during any authorized extensions or renewals of the same.

XX. Contract Termination

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A. **Mutual Agreement.** This Contract may be terminated at any point by mutual agreement of the Parties.

B. **Death or Disability.** This Contract will automatically terminate upon Director's death or disability. As used within this Section, "disability" will be determined if – after the Director has been unable to perform a majority of her duties over three (3) consecutive months or a has been unable to perform a majority of her duties over any five (5) months during a twelve (12) month period – a properly qualified and licensed physician mutually agreed upon by the Director and the Board Chair determines that the Director is disabled and unable to perform the essential duties of her position on a full-time basis. If the Director and the Board Chair are unable to mutually agree upon such a physician within thirty (30) days, then the Board itself may meet to unilaterally choose a qualified and licensed physician.

C. **For Cause.** This Contract may be terminated by the Board for cause upon sufficient proof of unprofessional conduct, inefficiency, insubordination, incompetence, or neglect of duty, including failure to follow the policies of the Board. If the Board terminates this Contract for cause, the Director would be entitled to no further benefits or compensation. As used herein, the terms unprofessional conduct, inefficiency, insubordination, incompetence, and neglect of duty by Tenn. Code Ann. 49-5-501 (and related case law).

D. **For No Cause.** This Contract may be terminated by the Board for no cause. Should that occur, however, the Board will owe the Director severance equal to

only the base salary amount as specified within Section No. IV remaining due to her over the term of this Contract. The Board may choose to pay said severance amount via either: one (1) lump sum payment due to the Director within ninety (90) days of her termination; or twenty-four (24) equal installments paid monthly until the Director stands as paid in full.

E. **Transfer.** The Board shall not have the option to transfer the Director to any other position within the school system during the term of this Contract.

F. **Unilateral Termination by the Director.** The Director may, at any time, terminate her contract. The Director shall provide 30 days notification to the Board.

XXI. **Criminal Background Check.** In accordance with the requirements of Tenn. Code Ann. 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 criminal violation information as required by law. The 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 costs incurred for this investigation shall be the responsibility of the Board.

XXII. **Renewal of Employment Contract.** The Board, with concurrence of the Director, may extend the term of this Contract concurrent with the Director's evaluation or at any other time. Any extension of this Contract shall comport with the provisions of Section No. I. However, unless the Board acts on or before the 1st day of March of the last effective year of this Contract, such failure to act shall serve as notice to the Director that the Board does not intend to renew her Contract and/or employment.

XXIII. **Amendments.** Any modification or amendment to this Contract shall be made only by mutual agreement of the Parties hereto, and shall be memorialized in a written document and executed by the Parties or by an authorized representative of a party. Neither party shall be bound by any oral representation(s) concerning the modification or amendment of this Contract.

XXIV. **Governing Law.** This Contract shall be construed and controlled by the laws of the State of Tennessee. The venue for any cause of action arising under this agreement shall be in Chancery Court for Cumberland County, Tennessee.

XXV. **Severability.** The Parties acknowledge that this Contract is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the intent of the Parties that such provision shall be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Contract shall in no way be affected, impaired or invalidated as a result thereof.

XXVI. **Entire Agreement.** This Contract constitutes the entire agreement between the Parties and the Parties hereto acknowledge that neither has relied upon any oral representation, inducement or agreement other than those specifically stated herein.

XXVII. **Headings.** The headings contained at the beginning of each Section are for the purpose of reference only and shall not be afforded any legal status or meaning.

Made and executed this the _____ day of _____, _____.

_____ Chairman, Board of Education

Made and executed this the _____ day of _____, _____.

_____ Director of Schools

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