

Hamilton County Department of Education  
Hamilton County Board of Education Board Meeting - Special Called Session  
August 12, 2021 5:30 PM  
3074 Hickory Valley Road  
Chattanooga, TN 37421

I. Roll Call

II. \*\*Approval of Interim Contract

III. Discussion of Next Steps - Superintendent Search

IV. \*\*Superintendent Search Process

V. Adjourn

**EMPLOYMENT CONTRACT**  
**BETWEEN**  
**HAMILTON COUNTY BOARD OF EDUCATION**  
**AND**  
**DR. NAKIA TOWNS**

**THIS EMPLOYMENT CONTRACT** is entered into this the 12<sup>th</sup> day of August 2021, by and between the **HAMILTON COUNTY BOARD OF EDUCATION** (hereinafter called “the Board”), and **DR. NAKIA TOWNS** (hereinafter called “the Director”). This Contract repeals and replaces any other employment arrangement in effect as of the date specified above.

**WITNESSETH:**

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 meeting held on the 19<sup>th</sup> day of July, 2021, hereby appoints and employs Dr. Nakia Towns as the Interim Director of Hamilton County Schools, and she does accept such employment in accordance with the terms and provisions contained herein.

2. **Terms of Agreement.** This is an interim appointment that will run from month-to-month from August 17, 2021, until such time as

the Board shall select a full-time Director of Hamilton County Schools pursuant to Tenn. Code Ann. § 49-2-203(a)(14) or until such time as the Board may appoint a successor Interim Director. To provide for continuity of leadership within the Hamilton County Schools, the Board will provide at least thirty (30) days' notice prior to the termination of the Director's appointment as the Interim Director unless the termination is for cause pursuant to Tenn. Code Ann. § 49-5-501 *et seq.*

3. **Duties.** The Director shall perform any and all duties necessary and reasonable to the position of Director. The Director (1) shall be the Chief Executive Officer of the Board; (2) shall be in charge of employing and assigning teachers and other employees of the system under her supervision; (3) shall organize and arrange the administrative and supervisory staff, including the instructional and business affairs of the system; (4) shall be responsible for suggested regulations, rules and procedures as she deems necessary for the well-ordering of the system; and (5) 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 Tennessee law as set forth in Title 49 of the Tennessee Code Annotated. 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. It is understood and agreed by and between the Board and the Director that the Director shall be permitted to work as an adjunct associate professor during the 2021-2022 school year at Vanderbilt University, subject to the understanding that this work will not impede the performance of her duties as the Director.

4. **Reassignment.** Subject to the notice requirements contained in Section 2 of this Contract, the Board reserves the right to terminate the Director's appointment as the Interim Director and to reassign her to a suitable administrative position within Hamilton County Schools; provided, however, that any such reassignment is subject to the authority of any future Director of Hamilton County Schools established pursuant to Tenn. Code Ann. § 49-5-510.

5. **Compensation.** For the duration of this Contract, the Board of Education agrees to pay the Director the sum of sixteen thousand, two hundred fifty and 00/100 dollars (\$16,250.00) per month. Additionally, she will be entitled to an annual travel allowance of four thousand, five hundred and 00/100 dollars (\$4,500.00). Upon the expiration of this interim appointment, the Director's rate of pay will be based upon the position to which she is assigned.

6. **Fringe Benefits.** During the Director's service as the Interim Director of Hamilton County Schools, she will be entitled to the same fringe benefits available to other school system employees.

7. **Professional Liability.** The Board agrees that it shall protect, defend, hold harmless and indemnify the Director from any and all demands, claims, suits, actions and legal proceedings brought against the Director 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 Director was acting within the course and scope of her employment, except that in no case will individual Board members be considered personally liable for indemnifying the Director of such demands, claims, suits, actions, and legal proceedings.

8. **Termination.** This Contract may be terminated immediately for cause based upon the provisions of Tenn. Code Ann. § 49-5-501 *et seq.* or upon 30 days' notice pursuant to Section 2 of this Contract.

9. **Entire Agreement.** This Contract constitutes the entire agreement between the parties and fully and completely supersedes all prior agreements or employment arrangements between the Director and the Board. Both the Director and the Board acknowledge that neither has relied upon any oral representations or any agreements by the other,

and that no such oral representations or agreements shall in any way affect the terms of this written agreement, and that this Contract may not be modified or changed except by written instrument executed by the parties.

**IN WITNESS WHEREOF**, we have set our hands this the 12<sup>th</sup> day of August 2021.

\_\_\_\_\_  
Joe Wingate, Chairman of the Board

Sworn to and subscribed  
before me this \_\_\_ day  
of \_\_\_\_\_, 2021.

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

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

\_\_\_\_\_  
Dr. Nakia Towns

Sworn to and subscribed  
before me this \_\_\_ day  
of \_\_\_\_\_, 2021.

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

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