

Hamilton County Department of Education
Hamilton County Board of Education Board Meeting - Special Called Session
December 20, 2021 5:00 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

II. **Approval of the Superintendent's Contract

III. Adjourn

CONTRACT OF EMPLOYMENT

BETWEEN

DR. JUSTIN ROBERTSON

AND THE

HAMILTON COUNTY BOARD OF EDUCATION

This Contract is entered into this 20th day of December, 2021, by and between the Hamilton County Board of Education, hereinafter called the "BOARD," and Dr. Justin Robertson, hereinafter called the "DIRECTOR." This Contract replaces and supersedes any employment relationship between the DIRECTOR and the Hamilton County Schools prior to this date.

The BOARD and the DIRECTOR, for the consideration herein specified, agree as follows:

1. **TERM OF CONTRACT.** The BOARD hereby employs the DIRECTOR as DIRECTOR of the HAMILTON COUNTY SCHOOLS for a period commencing on the 1st day of January 2022 and ending on the 31st day of December 2025.
2. **PROFESSIONAL CERTIFICATION.** Throughout the term of this Contract, the DIRECTOR shall keep and maintain any and all necessary certification required by the State of Tennessee for directors of schools and shall file any such certification with the BOARD chairman.
3. **DUTIES.**
 - a) The DIRECTOR shall perform those duties specified in the *Tennessee Code Annotated* as well as those duties listed in the DIRECTOR'S job description as adopted by the BOARD and as may be amended from time to time during the term of this Contract. These duties are adopted by reference as if fully stated herein.
 - b) The DIRECTOR shall devote full-time attention, knowledge, skills and energies to the business and interests of the BOARD and the HAMILTON COUNTY SCHOOLS as are necessary to perform the above-referenced job duties. 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 time other than normal business hours and may, from time to time, require travel in and out of the County.

- c) No later than September 1, 2022, and each subsequent September 1 during the term of this Contract, the DIRECTOR shall develop a proposed strategic plan for the upcoming school year for the BOARD'S review and consideration. By October 1 of each such year, the BOARD shall review the DIRECTOR'S proposal and shall develop and adopt a Strategic Plan for the Hamilton County Schools containing specific goals and objectives that the DIRECTOR will pursue with all diligence.

4. COMPENSATION.

- a) ANNUAL BASE SALARY. Beginning on January 1, 2022, the BOARD shall pay the DIRECTOR a starting annual salary in the amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) in twelve (12) equal monthly installments in accordance with BOARD policy. In no event shall the DIRECTOR be paid less than the starting annual salary set forth in this section of the Contract.
- b) DEFERRED COMPENSATION. At the end of each year of this Contract that the DIRECTOR remains employed by the BOARD, the BOARD will contribute Three Percent (3.0%) of the DIRECTOR'S taxable compensation to a retirement plan for the benefit of the DIRECTOR.
- c) PERFORMANCE-BASED COMPENSATION.
 - i. As set forth in Section 4.c) ii. below, the BOARD shall compensate the DIRECTOR for achieving any of these system-wide performance metrics:
 1. Five Thousand Dollars (\$5,000.00) when at least half of all third-grade students are on-track or achieve mastery as measured by the TNReady English Language Arts assessment;
 2. Five Thousand Dollars (\$5,000.00) when Thirty-Eight Percent (38%) of all students across all grades are on track in Algebra I;
 3. Five Thousand Dollars (\$5,000.00) when the average ACT composite for the class of 2023 is 21;
 4. Five Thousand Dollars (\$5,000.00) if 90% of students who entered high school in the 2019 cohort graduate by Summer 2023; and
 5. Five Thousand Dollars (\$5,000.00) if the Hamilton County Schools maintain at least a Level 4 TVAAS score.

- ii. The compensation set forth in Section 4.c) i above will be treated as either a raise to the Director's annual base salary or a cash bonus depending upon the following:
 1. If in the preceding 12 months the Board has raised the teachers' salaries by a percentage that, if it were applied to the DIRECTOR, would meet or exceed the compensation set forth above, then the compensation will be treated as a raise to the DIRECTOR's base salary; but
 2. To the extent that any such compensation does not meet or exceed whatever raise the Board has provided to the teachers, then any such compensation will be paid to the DIRECTOR as a one-time cash bonus.
 - iii. The compensation set forth in Section 4.c) i. ¶¶ 1-4 above may be earned only once even if the conditions were to be repeated.
 - iv. The BOARD and the DIRECTOR agree that, in the event the Tennessee Department of Education should remove any schools from the jurisdiction of the BOARD and any such removal should impact the scores of the HAMILTON COUNTY SCHOOLS, then the raises set forth in this Section 4.c) shall be calculated to remove the impact of this removal.
- d) PERIODIC REVIEW: From time to time, the BOARD, in its sole discretion, may choose to increase the DIRECTOR's annual base salary.
5. BENEFITS. Except as provided in this Contract, the BOARD will provide the DIRECTOR with the same benefits granted to other HAMILTON COUNTY SCHOOLS licensed employees, including holidays, medical, life, and disability insurance.
 6. PROFESSIONAL LIABILITY. The BOARD shall maintain liability insurance covering alleged wrongful acts and omissions of the DIRECTOR in the scope of his 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 his 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, intentional torts, 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 proceeding.

7. PROFESSIONAL GROWTH. The DIRECTOR is encouraged and expected to participate in professional growth and development activities, including maintaining membership in professional organizations, including the Tennessee Association of School Administrators and the American Association of School Administrators, and attending professional conferences at the local, state, and national levels. As a result, the BOARD shall pay the membership dues for such professional organizations and shall pay for the DIRECTOR to attend the professional meetings approved by the BOARD, including the actual and necessary expenses of said attendance (not paid by the State Department of Education) in accordance with BOARD policy.

8. WORK YEAR AND LEAVE.

- a) Pursuant to Section 3.b) above, it is understood and agreed that the DIRECTOR will devote however much time may be necessary to accomplish his duties. The BOARD expects the DIRECTOR to maintain appropriate office hours during the two hundred sixty (260) day work year and to be accessible and responsive at all other times.
- b) The DIRECTOR shall accrue two-and-a-half days of vacation per month up to the limit established by the BOARD's policy. At the end of each year of this Contract, the DIRECTOR, at his option, may be paid for up to ten (10) days of unused vacation leave at the per diem annual salary rate then in effect. Vacation time should be avoided at the beginning and end of the school year.
- c) The DIRECTOR may accumulate and use personal leave days in accordance with state law and the BOARD's policy.
- d) The DIRECTOR shall be granted one (1) day of sick leave for each month of employment. The DIRECTOR may accumulate unused sick leave days. Any unused sick leave days may be used for retirement credit in accordance with the policies of the Tennessee Consolidated Retirement System. The DIRECTOR may carryover any accumulated sick leave from his previous district pursuant to state law.

9. EXPENSES.

- a) The BOARD will pay the DIRECTOR an automobile allowance in the amount of One Thousand Dollars (\$1,000.00) per month for any travel within Hamilton County. Subject to the terms of BOARD policy, the BOARD will reimburse the DIRECTOR those actual expenses necessitated by travel outside of Hamilton County in the performance of his official duties.

- b) The BOARD will provide the DIRECTOR the technology necessary to carry out the duties of the Director, including a laptop, home printer/fax/scanner, a smart phone, tablet or similar device, and any monthly charges associated with the use of such technology. Proper documentation and purchase orders are required for payment of reimbursement of expenses.
- c) The BOARD recognizes that it is critical to the HAMILTON COUNTY SCHOOLS for the DIRECTOR to be involved in civic organizations. As a result, the BOARD will pay the DIRECTOR'S membership fees in up to three (3) civic organizations of his choice.
- d) The BOARD shall reimburse the DIRECTOR for reasonable and necessary expenses incurred by the DIRECTOR in the course of HAMILTON COUNTY SCHOOLS' business.

10. PERFORMANCE EVALUATION.

- a) Annually, and no later than the 30th day of August each calendar year during the term of this Contract, the BOARD shall evaluate the DIRECTOR'S performance as DIRECTOR of the HAMILTON COUNTY SCHOOLS.
 - i. In conducting this evaluation, the BOARD shall use the evaluation format pursuant to section 10.b) below and shall include: a review of the DIRECTOR'S progress toward goals established by the BOARD pursuant to sections 3.c) above; the working relationships between the DIRECTOR and the BOARD, the staff, the students and the community at large; and any other matter relative to the duties of the DIRECTOR pursuant to section 3.a) of this Contract.
 - ii. Prior to this evaluation, the DIRECTOR shall provide the BOARD a written self-appraisal using the evaluation format pursuant to section 10.b) below and the BOARD shall consider the DIRECTOR'S self-appraisal in conducting the review 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.
- b) The BOARD and the DIRECTOR will endeavor to agree upon the evaluation format no later than October 31st of the preceding year. In the event that the BOARD and the DIRECTOR cannot agree, the BOARD may develop the format and inform the DIRECTOR.

11. BOARD/DIRECTOR RELATIONSHIPS/COMMUNICATIONS.

- a) The BOARD and the DIRECTOR agree that they shall work with each other in the spirit of cooperation and teamwork and shall provide each other periodic opportunity to discuss BOARD/DIRECTOR relationships and communications.
- b) The DIRECTOR acknowledges the BOARD'S role to govern the HAMILTON COUNTY SCHOOLS as the elected representatives of the citizens of Hamilton County. Accordingly, pursuant to Board Policy No. 5.101, the DIRECTOR agrees to discuss any significant changes in the operation or structure of the administration of the HAMILTON COUNTY SCHOOLS with the BOARD prior to implementing any such changes.
- c) The BOARD agrees that individual BOARD members will not give direction to the DIRECTOR or any employee of the HAMILTON COUNTY SCHOOLS regarding the management of the HAMILTON COUNTY SCHOOLS or the solution of specific problems and that they shall refer all personnel complaints or other communications concerning the administration of the HAMILTON COUNTY SCHOOLS to the DIRECTOR for investigation and report to the BOARD.
- d) The BOARD, collectively or by its individual members, shall promptly refer to the DIRECTOR all criticisms, complaints and suggestions called to their attention relative to DIRECTOR'S performance of his duties of the operation of the HAMILTON COUNTY SCHOOLS for the DIRECTOR'S study and recommendation.

12. PROFESSIONAL ACTIVITIES. The DIRECTOR may engage in professional activities, including speaking and writing, with or without compensation, provided that doing so does not detract from the duties of his employment.

13. CONTRACT TERMINATION.

- a) **Mutual Agreement, Retirement or Death.** This Contract may be terminated by the mutual agreement of the parties or by the retirement or death of the DIRECTOR.
- b) **For Cause.** This Contract may be terminated by the BOARD for cause in accordance with the provisions of Title 49, Chapter 2, Part 2 or Chapter 5, Part 5 of the *Tennessee Code Annotated*. If the BOARD terminates this Contract for cause, the DIRECTOR will be entitled to no further benefits or compensation except any accrued and unpaid benefits and expenses at the time of termination of this Contract.

- 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 the *Tennessee Code Annotated* as enacted or hereafter amended, orders the removal of the DIRECTOR. If such removal is ordered, the DIRECTOR shall be entitled to no further benefits or compensation except any accrued and unpaid benefits and expenses at the time of termination of this Contract.
- d) Disability. The BOARD may terminate this Contract for disability of the DIRECTOR. Disability shall mean that the DIRECTOR is unable to perform the essential functions of his position because of disability, as defined by the Americans with Disability Act, with or without reasonable accommodations for an aggregate of one hundred twenty (120) days within any one hundred eighty (180) consecutive days during the term of this Contract. If this Contract is terminated for disability, the Board shall pay the DIRECTOR any accrued and unpaid benefits as of the date of the termination of this Contract.

14. AMENDMENTS. Any modifications to this contract shall be made by mutual agreement of both parties and only in writing. Neither party shall be bound by any oral representation concerning modification of this contract.


15. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties and the parties hereto acknowledge that neither has relied upon any oral representation of 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.

16. NEPOTISM. The DIRECTOR will not hire immediate family members in administrative roles.

Made and executed by the parties on this date: December 20, 2021



 Dr. Justin Robertson,
 Director of Hamilton County Schools



 Tucker McClendon, Chairman,
 Hamilton County Board of Education

12/20/21

 Date

12/20/21

 Date