

THE HAMILTON COUNTY BOARD OF EDUCATION

AND

JIM V. SCALES

THIS EMPLOYMENT CONTRACT is entered into this ____ day of _____, 2008, by and between the Hamilton County BOARD of Education, hereinafter called the "BOARD," and, Dr. Jim V. Scales hereinafter called the "SUPERINTENDENT." This contract repeals and replaces any other contract in effect as of the date specified above.

WITNESSETH:

That for and in consideration of the provisions herein contained, the BOARD and the SUPERINTENDENT agree as follows:

1. **Employment.** The BOARD, in accordance with its action as found in the minutes of its meeting held on the ____ day of _____, 2008, hereby elects and employs SUPERINTENDENT and he does accept such employment, both in accordance with the terms and provisions herein contained.
2. **Terms of Agreement.** The terms of this contract shall be for a four year period beginning July 1, 2008 and ending June 30, 2012.
3. **Licensure.** The SUPERINTENDENT shall maintain throughout the terms of his employment as SUPERINTENDENT a valid and appropriate license or other documentation to act as SUPERINTENDENT as prescribed by the laws of this State and by the regulations of the State BOARD of Education.

4. **Duties.** The SUPERINTENDENT shall perform any and all duties necessary and reasonable to the position of SUPERINTENDENT. The SUPERINTENDENT (i) shall be the chief executive officer of the BOARD; (ii) shall be in charge of employing and assigning teachers and other employees of the system under his supervision; (iii) shall organize and arrange the administrative and supervisory staff, including the instructional and business affairs of the system; (iv) shall be responsible for suggesting regulations, rules and procedures as he deems necessary for the well-ordering of the system; and (v) shall in general perform all duties incident to the office of SUPERINTENDENT and such other duties as may be appropriately prescribed by the BOARD from time to time and as required by, but not to exceed, Tennessee State law as set forth in Title 49 of Tennessee Code Annotated, as may be amended hereafter. The BOARD, individually and/or collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to the SUPERINTENDENT for study and recommendation. The SUPERINTENDENT shall not be reassigned from the position of SUPERINTENDENT to another position within the Hamilton County Department of Education without the SUPERINTENDENT's prior written consent.
5. **Best Efforts.** SUPERINTENDENT shall devote such time, energy and attention to the business of the School system as is necessary to ensure that the School system is functioning properly.
6. **Superintendent Evaluation.** The BOARD shall evaluate the performance of the SUPERINTENDENT at least annually during the term of this contract. This evaluation shall take place prior to the BOARD'S regular July meeting of each

year. Such evaluation shall be based on the duties and responsibilities of the SUPERINTENDENT as set forth by the laws of the State of Tennessee and this contract. The SUPERINTENDENT shall submit to the BOARD a recommended format for such evaluation hereinafter referred to as "Evaluation Format" on or before April 1 of each year of this contract. The BOARD shall meet to discuss the evaluation format with the SUPERINTENDENT and attempt in good faith to agree on the development and adoption of a mutually agreeable evaluation format.

The evaluation shall include a recommendation for improvement in any areas where the BOARD deems the SUPERINTENDENT's performance to be unsatisfactory or in need of improvement. A copy of the written evaluation shall be delivered to the SUPERINTENDENT on or before August 1 of each year of his employment. The SUPERINTENDENT shall have the right to make a written or oral response to the evaluation. Within thirty (30) days of delivery of the evaluation results of the SUPERINTENDENT, the BOARD shall meet with the SUPERINTENDENT to discuss the evaluation.

7. **Continuing Education.** The BOARD shall expect the continuing professional growth of the SUPERINTENDENT through his participation in the operations, programs, and other activities conducted or sponsored by local, state and national school administrator and school BOARD associations, and in attendance at seminars and courses offered by public or private educational institutions. The BOARD shall permit a reasonable amount of time for the SUPERINTENDENT to attend programs of professional advancement and shall pay for reasonable and

necessary fees, travel and subsistence expenses, as approved in advance by the BOARD and provided for in the annual budget.

8. **Base Compensation.** The SUPERINTENDENT's annual base compensation for each year of this agreement shall be Two Hundred Thousand Two Hundred Seventy-Two Dollars (\$200,272), which is the amount of his current annual compensation. The parties acknowledge that during the term of this contract the SUPERINTENDENT's base compensation may increase, but may not decrease, by voluntary action of the BOARD. Conditioned upon a satisfactory evaluation by a majority of the BOARD on his annual evaluation, the SUPERINTENDENT'S base compensation shall be increased in the same percentage granted through any across-the-board salary increases to administrative personnel which may occur at any time during the term of this contract or any extension thereof. Any such salary increase of the SUPERINTENDENT shall take effect at the same time as the effective date of the across-the-board increase for the administrative personnel.

9. **Fringe Benefits.** The SUPERINTENDENT shall be afforded the same fringe benefits of employment as are granted to the school system's other certified and/or licensed employees, including holidays and medical, health, life insurance, dental, family vision and retirement plans. In addition, the SUPERINTENDENT shall be specifically entitled to the following:
 - (a) Accumulation and use of sick leave in accordance with State law and BOARD policy;

- (b) Twenty (20) days of paid vacation per year which will accumulate in accordance with Board Policy 5.310 issued January 17, 2008, and if not used, will be paid at the daily rate at the end of the contract or upon resignation, termination or death of SUPERINTENDENT;
- (c) Ten (10) days of paid release time (“Release Time”) per calendar year to perform consulting services for other districts/entities, speaking engagements, writing, teaching or other related activities, which days shall not be charged against vacation time provided for herein and any such Release Time that is not used in any calendar year does not accumulate and is not paid; and
- (d) Annual physical examination at the expense of the BOARD by a physician chosen by the SUPERINTENDENT.

10. Automobile Allowance. It is recognized that in order to perform his duties, the SUPERINTENDENT will be required to drive throughout the County and the area. To enable this, the SUPERINTENDENT shall receive an annual automobile allowance of \$9,000, which shall be increased by 2% annually in the second, third and fourth years of the Agreement.

11. Medical Insurance/Dental Plan. The SUPERINTENDENT and eligible dependents shall be included in the BOARD medical insurance plan and dental plan as available to other licensed employees, with all premium Costs paid by the BOARD.

12. **Life Insurance.** The BOARD shall provide Six Hundred Thousand Dollars (\$600,000.00) of term life insurance on the life of the SUPERINTENDENT, the beneficiary to be selected by the SUPERINTENDENT, and shall maintain such coverage for the term of this agreement including any extensions.
13. **Professional Liability.** BOARD agrees that it shall defend, hold harmless and indemnify SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceedings brought against SUPERINTENDENT in his individual capacity or in his official capacity as agent and employee of the BOARD, provided the incident giving rise to demand, claim, suit, action or legal proceeding arose while SUPERINTENDENT was acting within the course and scope of his employment except that in no case will individual BOARD members be considered personally liable for indemnifying the SUPERINTENDENT in such demands, claims, suits, actions and legal proceedings.
14. **Termination.** This contract shall be terminated upon:
- (a) Expiration of the contract term;
 - (b) Death of the SUPERINTENDENT; or
 - (c) Mutual agreement of the parties. If termination is by mutual agreement then subsequent to termination neither party shall have any further responsibility to perform the terms and conditions of the contract.
 - (d) Termination for cause as outlined in paragraph 16 of the contract.

15. **Illness or Disability of the Superintendent.** In the event of illness or disability of the SUPERINTENDENT as certified by a physician appointed by the BOARD and the disability and/or illness shall result in the SUPERINTENDENT being absent from his employment for a continuous period of six (6) months, the BOARD may, at its option, terminate this contract and upon termination the BOARD shall have no further obligation under this contract. In the event of illness or disability of the SUPERINTENDENT keeping him from discharging his duties, the SUPERINTENDENT'S accumulated sick leave and other leave shall first be exhausted. After the SUPERINTENDENT's sick leave or other leave is exhausted, the BOARD shall continue to pay the SUPERINTENDENT's salary up to six (6) months from the date the illness begins.
16. **Termination for Cause.** Termination for cause shall constitute conduct which is seriously prejudicial to the BOARD, including but not limited to substantial neglect of duty, material breach of any of the terms of this Contract, insubordination, inefficiency, immorality or violations of T.C.A. § 49-5-511. Notice of discharge for cause shall be given in writing and the SUPERINTENDENT shall be entitled to appear before the BOARD to discuss such cause. The BOARD shall take no adverse action against the SUPERINTENDENT unless it first permits the SUPERINTENDENT to confront his accusers and cross-examine the same and to produce and examine witnesses on his own behalf. SUPERINTENDENT may have counsel present with him during the hearing. The School BOARD shall take no adverse action against SUPERINTENDENT unless and until its findings are reduced to writing and the

majority vote of the entire School BOARD votes for discharge of the SUPERINTENDENT. The SUPERINTENDENT shall be provided a written decision of the BOARD.

17. **Breach of Contract by BOARD.** If the BOARD should fail to honor any of the terms of this Contract which should result in a material breach of this Contract, SUPERINTENDENT may elect to cancel this contract and shall owe no further duties under this contract and pursue appropriate damages in a court of law or equity but limited to the provisions contained in paragraph 16 of this contract.
18. **Changes, Amendments and Modifications.** All changes, amendments and modifications to this contract shall be in writing and executed by both the SUPERINTENDENT and the BOARD. Subject to and within the laws of Tennessee, the regulations of the State BOARD of Education, and policies of the BOARD, this constitutes the entire agreement between the parties.
19. **Choice of Law, Venue and Waiver of Right to Jury Trial.** This contract shall be governed by Tennessee law. Each party waives their right to a hearing before a jury over any and all claims, disputes, and/or controversies arising from this contract that result in a suit being filed in court. The venue and jurisdiction for any action filed to enforce the provisions of this Agreement shall be state court in Hamilton County, Tennessee.
20. **Entire Agreement.** This contract constitutes the entire agreement among the parties and fully and completely supersedes all prior agreements 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 effect the terms of this written agreement, and that this agreement may not be modified or changed except by written instrument executed by the parties.

Chairman, Hamilton County
BOARD of Education
on behalf of the Hamilton
County BOARD of Education

Dr. Jim V. Scales
SUPERINTENDENT

STATE OF TENNESSEE
COUNTY OF HAMILTON

I, a Notary Public of the State and County aforesaid, certify that _____
personally appeared before me this day and acknowledge the execution of the foregoing
Employment Contract for the purposes therein expressed.

Witness my hand and notarial seal, this _____ day of _____ 2006.

Notary Public

My commission expires: _____

STATE OF TENNESSEE
COUNTY OF HAMILTON

I, a Notary Public of the State and County aforesaid, certify that _____
personally appeared before me this day and acknowledged that he/she is Chairman of the
Hamilton County BOARD of Education, a body politic, and that by authority duly given and as
an act of the body, the foregoing instrument was signed by himself as its Chairman.

Witness my hand and notarial seal, this _____ day of _____ 2006.

Notary Public

My commission expires: _____