

CONTRACT OF EMPLOYMENT

BETWEEN

DR. BRYAN JOHNSON

AND THE

HAMILTON COUNTY BOARD OF EDUCATION

This Contract is entered into this 11th day of July, 2017, by and between the Hamilton County Board of Education, hereinafter called the "BOARD," and Dr. Bryan Johnson, hereinafter called the "DIRECTOR." The BOARD and the DIRECTOR, for the consideration herein specified, agree as follows:

1. TERM OF CONTRACT.

- a) The BOARD hereby employs the DIRECTOR as DIRECTOR of the HAMILTON COUNTY SCHOOLS for a period commencing on the 17th day of July, 2017, and ending on the 30th day of June, 2021.
- b) It is understood and agreed that the BOARD will not consider renewing this Contract prior to the expiration of its third year. If the BOARD fails to renew this Contract within six months thereafter, then this inaction shall be construed as notice of nonrenewal.

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 July 1, 2018, and each subsequent July 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 August 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) **STARTING ANNUAL SALARY.** Beginning on July 17, 2017, the BOARD shall pay the DIRECTOR a starting annual salary in the amount of One Hundred, Ninety-seven Thousand, Five Hundred Dollars (\$197,500.00) 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) **TEACHER RAISES.** From the date of the execution of this Contract, the DIRECTOR shall be entitled to the same salary raises that the BOARD shall grant to all licensed employees.
- c) **PERFORMANCE RAISES.** Beginning with the end of 2017-18 school year and for each subsequent year of this Contract, the BOARD shall provide the DIRECTOR a raise to his annual salary of:
 - i. Seven Thousand, Five Hundred Dollars (\$7,500.00) when the HAMILTON COUNTY SCHOOLS increases its third grade TNReady success rate by ten percentage points over 2016-2017 percentages;
 - ii. Seven Thousand, Five Hundred Dollars (\$7,500.00) when HAMILTON COUNTY SCHOOLS reaches a Level 4 TVAAS overall composite score; and
 - iii. Seven Thousand, Five Hundred Dollars (\$7,500.00) when HAMILTON COUNTY SCHOOLS reaches a Level 5 TVAAS overall composite score; provided, however, that this raise shall be Fifteen Thousand Dollars (\$15,000.00) if the HAMILTON COUNTY SCHOOLS do not first reach a Level 4 as set forth above.

- iv. These raises in Section 4.c) may be earned only once even if the conditions were to be repeated, e.g., if the HAMILTON COUNTY SCHOOLS were to achieve a Level 4 TVAAS overall composite score, later to drop to a Level 3, and once again to achieve a Level 4.
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 forty (240) day work year and to be accessible and responsive at all other times.
 - b) The BOARD will grant the DIRECTOR ten (10) days of vacation upon initial employment, and the DIRECTOR shall thereafter accrue two 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'S moving expenses for relocating his household to Hamilton County. The DIRECTOR shall provide three estimates from reputable moving companies to the Purchasing Department, and the BOARD will pay the lowest, best estimate. In addition, the BOARD shall pay the DIRECTOR a Ten Thousand Dollar (\$10,000) stipend to assist the DIRECTOR with reasonable and necessary transition expenses.
- b) The BOARD will pay the DIRECTOR an automobile allowance in the amount of Eight Hundred Twenty-Five Dollars (\$825) 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.
- c) 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.
- d) 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.
- e) The BOARD shall reimburse the DIRECTOR for reasonable and necessary expenses incurred by the DIRECTOR in the course of HAMILTON COUNTY SCHOOLS' business.

10. ASSUMPTION OF DUTIES. The DIRECTOR will assume responsibilities of the position under the terms of this Contract effective the 17th day of July, 2017.

11. PERFORMANCE EVALUATION.

- a) Annually, and no later than the 30th day of June 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 11.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 11.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 August 30th 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.

12. BOARD/DIRECTOR RELATIONSHIPS/COMMUNICATIONS.

- a) The BOARD and the DIRECTOR agree that they shall work with each other in the spirit of cooperation and team work and shall provide each other periodic opportunity to discuss BOARD/DIRECTOR relationships and communications. By September 1, 2017, the BOARD and the DIRECTOR shall meet to discuss how they will communicate and work together.
- 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.

13. PROFESSIONAL ACTIVITIES. The DIRECTOR may engage in professional activities, including speaking and writing, provided that he does so without compensation apart from de minimis honoraria and that doing so does not detract from the duties of his employment.

14. 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.

15. 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.
16. 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.
17. NEPOTISM. The DIRECTOR will not hire immediate family members in administrative roles.

Made and executed by the parties on this date: _____

Dr. Bryan Johnson,
Director of Hamilton County Schools

Dr. Steve Highlander, Chairman,
Hamilton County Board of Education

Date

Date