

CONTRACT OF EMPLOYMENT

KNOX COUNTY DIRECTOR OF SCHOOLS

This Contract of Employment is entered into effective the 6th day of April, 2017 by and between the Knox County Board of Education, (hereinafter the Board or KCBOE), and Robert M. "Bob" Thomas, Director of Knox County Schools, (hereinafter Director).

WHEREAS, the Knox County Board of Education at a duly special-called meeting of March 20, 2017, voted to appoint and hire Robert M. "Bob" Thomas, to be its "Director of Schools," pursuant to T.C.A. §49-2-203(a)(14)(A) and,

WHEREAS, the Knox County Board of Education at its regularly scheduled meeting of April 5, 2017, voted to enter into a contract of employment with Robert M. "Bob" Thomas to serve as its "Director of Schools," pursuant to T.C.A. §49-2-203(a)(14)(A).

THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. EMPLOYMENT

KCBOE, in accordance with its action as found in the minutes of its meeting held March 20, 2017, elects and employs Robert M. "Bob" Thomas as Director of Knox County Schools. Robert M. "Bob" Thomas accepts such employment in accordance with the terms and conditions found herein and as provided in T.C.A. § 49-2-301. Director shall maintain and furnish to KCBOE evidence of valid and appropriate license to act as Director of Knox County Schools consistent with the law of Tennessee. Throughout the term of this Contract, the Director shall keep and maintain any and all necessary certification required by the State of Tennessee and/or the State Board of Education for directors of schools, and shall file any such certification with the Board Assistant and provide such certification upon request of the Board Chairperson.

2. TERM OF AGREEMENT

This Contract shall be deemed to have an effective date of April 6, 2017 and shall remain in full force and effect until May 31, 2019. The Board may by specific action at a properly convened meeting, and with the consent of the Director, extend this contract. Pursuant to Tennessee law, this contract may not be extended to a term past four (4) years from April 6, 2017. However, the KCBOE and the Director may elect to renew this contract, provided it is extended to its maximum, upon its four (4) year anniversary upon such terms as the KCBOE deems in the best interest of the District.

3. DUTIES

The Director shall have those duties as provided in Tennessee state statute and KCBOE Policies adopted pursuant to statute, as either may be amended from time to time.

4. COMPENSATION

The Director's base salary from commencement of employment through the term of this contract shall be Two Hundred Thousand Dollars (\$200,000.00) on an annual basis. The Board will pay the Director the above-mentioned compensation in monthly equal installments in accordance with policy. After a successful evaluation, expected on a yearly basis, KCBOE may increase Director's pay during the term of this agreement upon a majority vote to do so at a duly constituted meeting, without the necessity of entering into a new contract with Director. If any adjustment in salary is made during the term of this Contract, all of the other provisions of the Contract, including its termination date, shall remain as stated herein.

5. BENEFITS

The Director shall continue to be eligible to participate, on the same terms and conditions as other officers and employees of the system, in all Health, Insurance and Retirement Benefits, including but not limited to the salary schedule regarding accumulated sick days, established for the officers and employees of the Knox County school system through the County and/or the Tennessee Consolidated Retirement System (TCRS).

6. VACATION AND ANNUAL LEAVE

The Director shall be eligible to receive the maximum leave benefits provided to Knox County School employees as set forth in the Knox County Schools Human Resources policies. The Director shall continue to accrue all vacation and annual leave days as he has heretofore accrued, up to the maximum amount permitted. The Director shall not lose accrued vacation, personal, or sick leave days which have previously accrued on account of his becoming Director of Schools for Knox County.

7. PERFORMANCE STANDARDS AND EVALUATION

At least once a year during the term of the Contract, the Board shall evaluate and assess the performance of the Director pursuant to T.C.A. § 49-2-203(a)(16). Beginning in 2018, the evaluation shall take place prior to the Board's regular July meeting of each year, or as soon thereafter as practicable. The Board shall utilize the performance evaluation protocol referenced in the State Department of Education Regulation 0520-2-1, and Board Policy C-125, and shall be reasonably related to the Director's duties and goals and objectives for the year in question.

8. DUTIES ARE FULL TIME

The duties and responsibilities of the Director require full-time employment and frequently require that the Director attend to his duties during evenings, weekends and holidays, and may, from time to time, require travel in and out of the County. The Director shall not accept any outside employment during the term of this contract or any extension thereof. Director may participate as a member of consultative bodies, boards of community or charitable, or similar, organizations, or professional organizations, so long as such positions are

minimally compensated or uncompensated. The Board may also grant Director permission to engage in other work or duties with community, educational, or professional organizations, so long as such work is consistent with and does not interfere with his duties as Director of Schools. Upon Director's application for such participation, and, such permission being granted, without further amendment to this Contract. The Board may set such terms and conditions upon such other work or duties, including, but not limited to, limitations of time which may be devoted to the same, and requiring that the Director perform such work or duties outside of normal work hours, as it sees fit.

9. EXPENSE REIMBURSEMENT AND PERSONAL TRANSPORTATION

A. The Director shall receive a travel allowance of Six Hundred Dollars (\$600.00) per month which shall represent local and out-of-town mileage as the Director shall be using his own motor vehicle for travel. The Board may approve an adjustment in the allowance based upon the amount of the Director's travel and/or inflation or other economic conditions. If any adjustment in said allowance is made during the term of this Contract, all of the other provisions of the Contract, including its termination date, shall remain as stated herein.

B. In addition, the Director shall be reimbursed for all of his actual and necessary travel (other than mileage as that expense is covered by the aforementioned allowance) and other expenses required in the performance of the official duties pursuant to KCBOE policies and practices, as the same may be amended from time to time. Director shall submit applications for reimbursement upon the same forms and conditions as used by Knox County Schools. Further, at the Director's discretion, the Board will provide the Director the use of a cell phone and usage plan for use on Board-related business.

10. TERMINATION OF AGREEMENT AND SEVERANCE TERMS

A. This Contract may be terminated by mutual agreement of the parties.

B. KCBOE may unilaterally terminate the Contract for cause for conduct constituting neglect of duty, insubordination, inefficiency, incompetence or unprofessional conduct, as those causes are defined in the Tennessee Code § 49-5-501 and § 49-2-203. In an action for termination for cause, the Director shall have the right to written charges. Upon request by the Director, the Director shall have a fair hearing before the Board on the written charges. The Director shall have the right to be present and to be heard, to be represented by counsel, and to present through witnesses any sworn testimony relevant to the issue and to cross examine any witnesses against him. In the event of discharge for cause under this paragraph, the Director shall not be entitled to any compensation or benefits of employment beyond the effective date of termination.

C. The Director may unilaterally terminate this Contract with ninety (90) days' notice to KCBOE. In the event of such termination by the Director, he shall be entitled only to the salary and benefits accrued but unpaid as of the date of termination. In the event that the Director exercises this option, the Director may not take accrued leave as terminal leave within the ninety days, except with the express permission of the Board.

D. The Board reserves the right to transfer the Director to any position within the system for which the Director has the skills, abilities, and certifications to perform, with the exception of manual labor or custodial jobs; however, the compensation and insurance benefits included within this agreement shall remain in full force and effect for the duration of the contract as specified in Articles 2 and 4. In the event the Director declines to accept the transfer, this contract shall be terminated and the Director would be entitled to no further benefits or compensation.

E. 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.

F. In the event the Director shall be unable to perform his obligations hereunder for ninety (90) days or longer due to mental or physical illness of incapacity, the Board has the option to terminate this agreement, and thereby the Director shall be released from all further obligation contained hereunder.

11. PROFESSIONAL GROWTH

The Director shall attend the professional meetings and continuing education seminars which are directly related to the administration and/or improvement of the school system. Examples of appropriate meetings and seminars include, but are not limited to, those events sponsored by the Tennessee Organization of School Superintendents (TOSS), the Tennessee School Boards Association (TSBA) and the National School Boards Association (NSBA). If a meeting or seminar is not directly related to the administration and/or improvement of the school system, the Director and the Board Chair shall meet and discuss potential approval. Approval shall be treated as Executive Committee action to be ratified by the Board. The actual and necessary expenses of said attendance not paid by the State Department of Education shall be paid by the Knox County Schools in accordance with Board policy.

12. BOARD POLICIES TO REMAIN IN EFFECT

Except as modified or contradicted by this Agreement, the Director shall remain subject to all Board Policies, Administrative Procedures and/or Practices of the Knox County Schools, as promulgated by the Board of Education, the Administrative Procedures Manual, or the Knox County Schools Employee Handbook, in effect during the duration of this contract, and as such Policies, Procedures and/or Practices may be amended from time to time.

13. NEPOTISM

The Director will not hire immediate family members in central office administrative roles and shall otherwise comply with Board Policy C-160.

14. TENURE RIGHTS

The Board understands and agrees that the Director has not surrendered his rights as a tenured teacher in the Knox County Schools. The Director understands and agrees that his

status as a tenured teacher does not necessarily guarantee him re-employment upon the termination of this contract except as otherwise provided in T.C.A. § 49-5-511(b).

15. COMPLETE AGREEMENT

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement. Any and all amendments, modifications, additions or deletions, must be in writing and approved by the parties hereto. Neither party shall be bound by any oral representation concerning modification of this contract.

16. GOVERNING LAW

This Contract is governed by Tennessee law. The parties agree that the exclusive jurisdiction and venue for any litigation with regard to this Contract or the Director's employment with KCBOE is the courts of the State of Tennessee located in Knox County, Tennessee.

17. SAVINGS CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract not affected by such a ruling shall remain in full force and effect.

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Signature page to follow.

Patti Lou Bounds
KNOX COUNTY BOARD OF EDUCATION,
BY: PATTI BOUNDS, CHAIRPERSON

Date: April 5, 2017

Robert M. "Bob" Thomas
ROBERT M. "BOB" THOMAS, Director

Date: April 5, 2017

T. Burchett
KNOX COUNTY, TENNESSEE
BY: TIM BURCHETT,
KNOX COUNTY MAYOR

Date: 4/6/17

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

Richard B. Armstrong Jr
RICHARD B. ARMSTRONG, JR., ESQ.
Knox County Law Director

Date: 4/6/2017

Approved by
Knox County Board of Education
4/5/2017 (Signature)

A one-year extension of this contract was
approved at a Called Meeting of the
Knox County Board of Education on
June 13, 2018 (Signature)