

EMPLOYMENT CONTRACT
BETWEEN
THE METROPOLITAN NASHVILLE BOARD OF PUBLIC EDUCATION
AND
DR. SHAWN JOSEPH

This Employment Contract ("Contract") is entered into on May 13, 2016 by and between the Metropolitan Nashville Board of Public Education ("Board") and Dr. Shawn Joseph ("Dr. Joseph").

WITNESSETH:

Whereas, the Board desires to appoint Dr. Joseph as the Director of Schools ("Dr. Joseph") and Dr. Joseph desires to accept that appointment;

NOW, THEREFORE, the parties agree as follows:

1. **Term.** The Board agrees to employ Dr. Joseph as the Director for a term commencing on July 1, 2016, through and including June 30, 2020. At the Board's option, this Contract may be modified by mutual consent of both parties.
2. **Extension or Renewal.** This Contract may be extended or renewed, as permitted by applicable law. In the event that this Contract is extended or renewed, all terms and conditions hereof shall apply to any extension or renewal term, unless specifically provided to the contrary in the extension or renewal agreement. If the Board intends not to renew this Contract, the Board shall notify the Director of its intention not to renew this Contract no later than January 1, 2020 and no later than each subsequent January 1 that this Contract is in effect.
3. **Credentials.** Dr. Joseph represents that he holds and maintains all certificates, credentials and qualifications required by law or policy for "Director of Schools" to accept and fulfill the administrative position of Director of Schools. Dr. Joseph will verify within the first six weeks of his employment that the required certificates, credentials and qualifications are in place.
4. **Duties.** As Director, Dr. Joseph shall perform all duties and responsibilities and shall have the authority of the Director of Schools as established by State law, regulations of the Tennessee Board of Education, and the Board.
5. **Performance of Duties.**
 - a. Dr. Joseph agrees to perform the duties of Director of Schools in a competent and professional manner, subject to the established policies and regulations of the Board and the Tennessee Board of Education and the laws of the State of Tennessee, whether now in force or

hereafter adopted, and to carry out, or cause to be carried out, the education program and policies of the Board during the term of this Contract. Dr. Joseph pledges to use his best efforts to maintain and improve the quality of education and the operations of the Metropolitan Nashville Public School System ("MNPSS"). Except as provided in Section 8 of this Contract, Dr. Joseph agrees to devote his full working time to the MNPSS and to engage in no other gainful employment during the term of this Employment Contract.

b. Dr. Joseph shall have charge of the administration of the schools under the direction of the Board. Dr. Joseph:

- i. Shall be responsible for carrying out Board policies and procedures;
- ii. Shall direct and assign teachers and other employees of the schools under his supervision;
- iii. Shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the MNPS and is consistent with Board policy;
- iv. Shall select all personnel, in conformity with applicable law;
- v. Shall from time-to-time suggest regulations, rules and procedures deemed necessary for the well-being of the MNPS, and;
- vi. Shall perform all duties incident to the office of Director and such other duties as may be prescribed by law and/or by the Board.

c. The Board shall not assign the duties of the Director to other employees of MNPS and shall not assign the Director to another position in MNPS without the written consent of the Director.

6. Board/Director Relationships and Communications.

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 opportunities to discuss Board/Director relationships and communications. By September 1, 2016, the Board and the Director shall meet to discuss how they will communicate and work cooperatively together.

The Board, individually and collectively, shall promptly refer to the Director, orally or in writing, for his study and recommendation any and all criticisms, complaints, suggestions, communications or other comments regarding the Director's performance of his duties of the operation of the MNPS. Individual Board members agree that they will not give direction to the Director or any employee of MNPS regarding the management of the District or the solution of specific problems and that they shall refer all personnel complaints or other communications concerning the administration of MNPS to the Director for investigation and report to the Board. The Director shall share with the Board, where and whenever possible and as appropriate, criticisms, complaints and suggestions concerning the MNPS that may come to his attention.

7. Ethics, Conflicts of Interest and Acceptance of Gifts.

Dr. Joseph warrants that he has no conflict in any manner or degree with the performance of services required under this Contract. Although the Director is not included as a "person covered" by Executive Order No. 5007, Mayor Megan Barry, Dr. Joseph shall comply with that Executive Order and Ordinance No. BL2007-1382, "Standards of Conduct, Disclosure of Interests, and Enforcement," any interpretations or clarifications by the Board of Ethical Conduct of the Metropolitan Government created pursuant to Ordinance No. BL2007-1382, and all subsequent Executive Orders and Ordinances related thereto.

8. Outside Employment.

a. Pursuant to T.C.A. §49-2-301(b)(1)(X), Dr. Joseph shall devote his "full time and attention to the duties of the director's position."

b. The Board is aware of Dr. Joseph's ownership of Joseph & Associates L.L.C. and the Board agrees that Dr. Joseph may continue with ownership of Joseph & Associates L.L.C.

c. The Board agrees that the Director is entitled to engage in outside professional activities, including writing, consulting, and lecturing, with or without honorarium, as long as such activities do not interfere with the performance of his duties as the Director and such activities are consistent with the applicable ethics policy of MNPS and the Board of Education. The Director may not serve as a consultant without the prior approval of the Board Chair, which will not be unreasonably withheld. The Board shall not consider any outside professional activities for compensation performed for up to ten (10) days during his vacation leave to be in conflict with this section.

9. Compensation.

a. Base Salary. The Board agrees to pay Dr. Joseph on the basis of an annual base salary of Two Hundred Eighty Five Thousand Dollars (\$285,000), beginning July 1, 2016. The salary shall be paid in accordance with the Board's payroll policy. The Board and the Director acknowledge that during the term of this Contract the Director's base salary may increase, but may not decrease, by voluntary action of the Board. The base salary also shall be increased in the same percentage granted through any across-the-board salary increases to administrative personnel that might occur at any time during the course of this Contract or extension thereof.

b. Withholding Deductions. Salary payments shall be subject to such withholding and other payroll deductions as shall be required by law or MNPS policy or procedure. Additionally, Dr. Joseph may request additional withholding and deductions as determined to be available and proper.

c. Retirement/Deferred Compensation. The Director shall participate in the appropriate State local pension/retirement systems, as provided by law. In addition, to the extent permitted by law, the Board agrees to make, on behalf of the Director, an annual contribution into one or more deferred compensation programs, to be selected by the Director. The Board's contribution to the deferred program(s) is thirteen percent (13%) of the Director's annual base salary per year and shall be made by the Board on a quarterly basis at the beginning of each quarter for each Contract year.

10. Fringe Benefits. Dr. Joseph shall receive the fringe benefits as provided below, in Subsections (a) through (f):

a. Insurance. The Director is entitled to participate in the medical vision and dental insurance plans provided to certified employees and the Board shall pay seventy five percent (75%) of the cost for the Director and his family to participate in the medical, vision and dental insurance program of his choice.

b. Retirement Benefits. Dr. Joseph shall be entitled to any retirement benefits for which he qualifies under State law. Currently, under the Tennessee Consolidated Retirement System (TCRS), an employee vests at five (5) years.

c. Personal Leave:

i. Vacation: Dr. Joseph shall be entitled to twenty-five (25) days of paid vacation each school year, exclusive of legal holidays of the MNPS, which he shall schedule in consultation with the Board Chair. Dr. Joseph is encouraged to use his vacation annually, but in the event that he is unable to use all his vacation leave for any given year, unused days may accrue and be carried over to the next year. The total number of accumulated vacation days, however, shall not exceed ninety (90) working days as of July 1 of each year. Dr. Joseph may choose to "cash out" up to fifteen (15) days of accrued vacation each school year at his then per diem rate of pay. The per diem rate of pay shall be calculated by dividing the Director's annual salary divided by 2080 hours and multiplying by a 8 hour business day. The term "school year" means the period commencing on July 1 and ending on June 30 of the following year. The Board agrees that written agreement by the Chair with written notice to the Board shall constitute Board agreement for the selected vacation time without the necessity of Board action.

d. Professional Growth and Development Leave. The Board encourages and expects that the Director will participate in professional growth and development activities, including attendance and professional conferences at the local, state and national levels. As a result, Dr. Joseph may take paid leave days for the purpose of professional growth and development activities. The Board agrees that written approval by the Chair, which shall not be unreasonably withheld, shall constitute Board approval for the leave without necessity of Board action. Upon presentation of the appropriate receipts, the Board shall reimburse Dr. Joseph for

actual and necessary expenses incurred by him while participating in such activities pursuant to the current MNPS travel policies.

e. Sick Leave. Dr. Joseph shall be entitled to one-and-a-half (1 1/2) sick days, with pay, per month of employment, to accrue during the term of this Contract.

f. Accrued Leave Compensation. Upon termination of Dr. Joseph's employment with the Board, he shall be entitled to compensation for all accrued vacation (up to 90 days) at his then current annual per diem salary. The per diem rate of pay shall be calculated by dividing the Director's annual salary divided by 2080 hours and multiplying by a 8 hour business day. Dr. Joseph also shall be entitled to compensation for accumulated sick leave at the rate paid to administrative employees in a manner consistent with the then current MNPS policies. No compensation will be paid for any other accrued leave.

g. Other Benefits. In addition to the benefits provided in this Contract, the Director shall be eligible to participate in, on the same terms and conditions as other employees, all benefits, including life insurance and long-term disability insurance, available to other employees.

11. Technology Support. The Board shall provide the Director with appropriate technology that will assist the Director in the performance of his duties and responsibilities. This shall include a smartphone, tablet, laptop and answering machine, facsimile/printer, and computer to be installed at the residence of the Director. The Board shall own this technology, and the Board shall be billed directly for the expenses incurred for use by the Director. Upon termination of this Contract, the services for the technology will be canceled and all equipment must be returned.

12. Business Expenses. The Board shall reimburse the Director for reasonable and necessary expenses incurred by the Director in the course of MNPS' business.

13. Automobile. The Board shall provide to Dr. Joseph a full-sized automobile for his use during the term of this Contract. The Board is responsible for the purchase or lease of his vehicle and all expenses associated with it, including gas, maintenance and insurance. The Board further agrees to reimburse Dr. Joseph for any additional tax incurred by him in connection with his personal use of such automobile in accordance with the principles contained in Revenue Procedure 8148 and/or any other applicable revenue laws. At all times during the term of this Contract and upon its expiration or termination, the automobile shall remain the property of the Board.

14. Professional and Civic Memberships.

a. Professional Membership Dues. The Board shall pay for Dr. Joseph's professional membership dues and for costs of professional publications.

b. Civic Club Membership. Dr. Joseph shall be allowed to join up to three (3) civic clubs that he chooses and the Board shall pay the costs and associated expenses, provided that membership in the civic clubs is consistent with professional standing and responsibilities of the Director and does not create a conflict of interest as defined in Section 7.

15. Moving/Relocation and Transition Expenses.

a. In accordance with established Board policy, the Board shall reimburse Dr. Joseph for expenses of moving his household into the boundaries of the Metropolitan Nashville School District. This shall include the cost of moving his household furniture and belongings to establish a permanent residence in Davidson County, Tennessee and for travel for his family to relocate to Davidson County, Tennessee. Dr. Joseph shall obtain three bids for moving his household furniture and belongings and the Board shall reimburse him for the lowest of the three bids. Should Dr. Joseph resign within by July 1, 2017, Dr. Joseph agrees to repay the Board for amounts received under this Section 15.a.

b. Prior to July 1, 2016, Dr. Joseph shall provide to the Board a maximum of ten (10) days of transition and preparation services at the per diem rate of his base salary pursuant to this Contract, plus the costs of travel, food and lodging. The per diem rate of pay shall be calculated by dividing the Director's annual salary divided by 2080 hours and multiplying by a 8 hour business day. Dr. Joseph's request for reimbursement must be accompanied by receipts and other appropriate documentation evidencing such payments. In addition, the Board shall pay the costs for one trip, including travel, food and lodging, for him and his family to travel to Davidson County, Tennessee, not to exceed five (5) days in length, to look for temporary and permanent housing. The Board also shall pay for three months of reasonably priced temporary housing for the Director and his family.

16. Objectives and Evaluation. In consultation and cooperation with Dr. Joseph, the Board shall determine the goals and objectives of the MNPS. At the end of the school year, the Board and Dr. Joseph shall evaluate the MNPS' activities and accomplishments in light of those goals and objectives. Dr. Joseph shall prepare annually a State of the Metropolitan Nashville School System Report ("Report"). The Report and the evaluation of the activities and accomplishments in light of the goals and objectives shall be the basis of the evaluation of Dr. Joseph by the Board.

17. Annual Medical Examination. Dr. Joseph agrees to have, at the expense of the MNPS, an annual comprehensive medical examination by a licensed physician acceptable to the Director and to have the examining physician submit a statement of fitness to the Board each year during the term and any extension or renewal term of this Contract. The medical information resulting from the examination shall be given to Dr. Joseph and shall be confidential.

18. **Non-Tenure.** It is mutually understood and agreed that this Employment Contract does not confer tenure upon Dr. Joseph in the position of Director of Schools, or in any other administrative positions in the School System.

19. **Indemnification.** To the fullest extent possible, the Director shall be covered and protected by Tennessee law providing for immunity for MNPS's employees. So long as, in the good faith opinion of the Board, a conflict does not exist between the position of the Board and the legal position of the Director, the Board agrees to defend the Director in the same manner it would other Metropolitan Government employees.

20. **Termination.**

a. **Termination For Cause.** The Board may terminate this Contract for cause upon proof of material breach of any provision of this Contract, intentional violation of Board policy, or violation of local, State and federal law. The Board shall provide to the Director in writing the reason or reasons for the proposed termination for cause. Dr. Joseph shall be entitled to a hearing before the Board, if he so desires. A hearing shall be requested by giving thirty (30) days written notice of said request. If Dr. Joseph is terminated for cause, no compensation shall be paid beyond the date of termination, and he shall forfeit any accumulated vacation and/or sick leave.

b. **Termination Without Cause.** If any other governmental entity with legal authority to do so causes the termination of Dr. Joseph due to imposed changes in the governance structure of Metro Nashville Public Schools, the Board agrees to pay Dr. Joseph an amount equivalent to twelve (12) months of his then annual salary.

c. **Resignation.** Dr. Joseph shall give the Board ninety (90) days written notice of his intent to resign, unless the Board by resolution agrees to accept a shorter period. Failure to give the required notice may result in the forfeiture of accumulated vacation and sick days.

d. **Mutual Agreement.** The Board and the Director may terminate this Contract by mutual agreement of the Director and the Board.

e. **Disability.** During the term of this Contract,, the Board shall provide the Director, at the Board's expense, either a voluntary long-term disability insurance policy that is provided to other MNPS employees or a comparable policy. In addition, the Board will provide the Director a short-term disability policy to cover the elimination period of the voluntary long-term disability policy.

In the event it is determined that the Director is unable to perform his duties, with or without reasonable accommodations, by reason of illness, accident or other causes beyond his control and said incapacity is permanent, irreparable, or of such a nature that a reasonable accommodation cannot be made and the condition renders the Director's continued performance of the terms and conditions of this Contract unfeasible, the Board, upon a majority vote of the

membership, may elect to terminate this Contract at which time the respective duties, rights, and obligations of each Party shall terminate except as may otherwise be provided for herein. Prior to any vote of the Board, the Board may require that the Director be examined by a State Licensed Physician/Psychiatrist, selected by the Board. The Physician/Psychiatrist shall furnish to the Board a written medical report, which shall indicate the status of the Director's physical and/or mental condition and his ability, with or without reasonable accommodations, to physically and/or mentally perform the duties and responsibilities of the Director. The cost of all such medical examinations and reports shall be paid by the Board.

21. **Residence.** Pursuant to Section 3.04.010 of the Metropolitan Code of Laws, Dr. Joseph shall reside within Davidson County, Tennessee. Dr. Joseph shall have until July 1, 2017 to relocate to Davidson County.

22. **No Assignment.** This Contract is personal to the parties hereto, being a contract for personal services, and shall not be subject to assignment or transfer in any manner.

23. **Governing Law.** The Contract is governed by the laws of the State of Tennessee.

24. **Severability.** Should any provisions herein be determined to be contrary to the laws of the State of Tennessee and unenforceable, such provisions shall be deemed severed and the remainder of this Contract shall constitute the agreement of the parties.

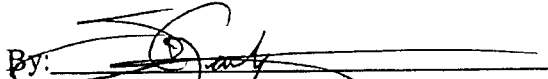
25. **Headings.** Headings, as used throughout this Contract, are for the convenience of the parties, and are not intended to be used to interpret any term or condition hereof.

26. **Entirety.** This Contract represents the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any and all other statements or agreements, either oral or written, between the parties with respect to the subject matter hereof. This Contract may be amended only by an instrument in writing signed by both of the parties hereto.


27. This Contract shall not be binding upon parties until it is dated, signed by the authorized representatives of the parties, and filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Contract shall be effective as of May 13, 2016.

In witness whereof, Dr. Joseph and the duly authorized officers of the Board have executed this Contract.


METROPLITAN NASHVILLE BOARD OF PUBLIC EDUCATION

By: 
Sharon Gentry, Ed.D., Chair
Metropolitan Nashville Board of Public Education

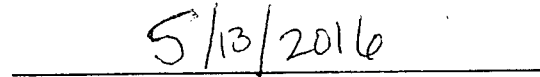
DR. SHAWN JOSEPH

By: 
Shawn Joseph, Ed.D.
Metropolitan Director of Schools

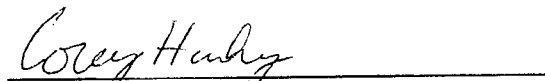
APPROVED AS TO THE AVAILABILITY OF FUNDS:


Department of Metropolitan Finance

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:


Date Filed:

APPROVED AS TO FORM AND LEGALITY:


Metropolitan Attorney