

EMPLOYMENT CONTRACT
between the
Bristol Tennessee Board of Education
and
Annette Tudor

THIS EMPLOYMENT CONTRACT (“Contract”), made and effective as of the _____ day of _____ 2020, by and between the **BRISTOL TENNESSEE BOARD OF EDUCATION**, hereinafter referred to as the "Board"; and **ANNETTE TUDOR**, hereinafter referred to as "Dr. Tudor" or the "Director of Schools."

WHEREAS, the Board and Dr. Tudor have agreed to the terms under which Dr. Tudor will serve as Director of Schools; and

WHEREAS, the Board and the Director of Schools wish to enter into this Contract setting forth the terms of their relationship beginning on July 1, 2020, and ending on June 30, 2024;

WHEREAS, from the date of execution of this Contract until June 30, 2020, Dr. Tudor shall continue to serve the Board as the Interim Director of Schools;

NOW, THEREFORE, for and in consideration of the mutual promises and the benefits to be derived therefrom, the Board and the Director of Schools hereby agree to amend their previous agreement as follows:

1. **Employment.** The Board hereby appoints and employs Dr. Tudor as its Director of Schools, and Dr. Tudor hereby accepts such appointment and employment.

2. **Term.** The employment of the Director of Schools will be for a period of four (4) years beginning on July 1, 2020 and ending June 30, 2024. If the Board fails to renew the Contract prior to January 1, 2024, such failure shall be deemed notice to the Director of Schools that the Board does not intend to renew the Contract and/or her employment as the Director of Schools.

3. **Residency.** The Director of Schools will maintain her residency within the corporate limits of the City of Bristol, Tennessee, during the time she is employed as Director of Schools. Any failure to do so shall constitute cause for the Board to terminate this Contract as provided in Section 13(f) below.

4. Duties.

(a) The Director of Schools, as an employee of the Board, will discharge and perform, to the best of her ability, the lawful duties and responsibilities of Director of Schools as established by applicable law, including, but not limited to, Tenn. Code Ann. § 49-2-301, and other duties as may be assigned to her by the Board from time to time.

(b) The Director of Schools shall have charge of the administration of the Bristol Tennessee City School System (hereinafter the "School System") under the direction of the Board. The Director of Schools shall be the chief executive officer of the School System, and she: (i) shall direct and assign all employees who are under her supervision; (ii) shall organize and arrange the administrative and supervisory staff, including instruction and business affairs; (iii) shall insure compliance with all applicable laws and regulations; (iv) shall employ all personnel; (v) shall from time to time suggest regulations, rules and procedures for the School System; and (vi) shall generally perform all duties incident to the position of Director of Schools and such other duties as may be prescribed by the Board from time to time.

(c) During the term of her employment, the Director of Schools shall maintain all certifications which are necessary for her to serve as Director of Schools, including an active license through the Tennessee Department of Education and the Tennessee State Board of Education, and shall provide evidence thereof to the Board.

(d) The Director of Schools shall devote such time and energies as may be necessary to perform her duties as Director of Schools. Consistent with the professional nature of her employment, it is understood that the Director of Schools may have to devote a significant amount of time outside normal office hours to the performance of her duties.

(e) The employment provided for in this Contract will be the Director of Schools' sole employment, and she shall devote her full time, attention, knowledge and skills to the business of the Board and the School System. The Director of Schools may, however, undertake limited speaking engagements, writing, lecturing, consulting or other outside activities which do not interfere, or constitute a conflict of interest, with her responsibilities as Director of Schools. The determination of the Board as to the appropriateness of any such outside activity shall be unilateral and conclusive.

5. Compensation -- Base Salary. For her professional services, the Board shall pay the Director of Schools the following base salary compensation:

(a) A base annual salary of One Hundred Thirty Thousand Dollars (\$130,000.00), payable in equal monthly installments.

(b) Following its annual performance evaluation of the Director of Schools, the Board may increase the base salary, but there shall be no decrease in the base salary except as provided by law.

(c) This Contract will be deemed to have been amended automatically so as to reflect any salary adjustments that are made to the base salary, but such shall not constitute an extension of the term of this Contract.

(d) The Board will increase the annual compensation of the Director of Schools by the same proportional amount as such increase provided to other certified personnel by the school system, including any "bonus" provided by the State, when such increase or bonus becomes effective for other certified personnel. The Board reserves the right to make additional cost of living adjustments to the annual compensation of the Director of Schools as deemed necessary.

6. Compensation -- Deferred. During the term of her employment, the Board shall pay the Director of Schools an amount equal to 10% of her base salary, but not to exceed the maximum dollar amount allowed under federal and state law, that can be used for a tax deferred annuity or other qualified deferred compensation plan selected by the Director of Schools. This will be paid in equal installments at each pay period.

7. Automobile Allowance. During the term of her employment, the Board shall pay the Director of Schools an amount equal to 5% of her gross base salary under Section 5 above, payable in equal installments at each pay period, as an automobile allowance to be used by the Director of Schools to purchase, lease, own, operate, fuel and maintain a motor vehicle of her choosing. The Director of Schools will remain responsible for paying for liability, property damage and comprehensive insurance coverage on the vehicle, and shall further remain responsible for all expenses attendant to the purchase, operation, maintenance, fueling, repair and normal replacement of the vehicle. In addition to the automobile allowance outlined above, the Board will reimburse the Director of Schools at the standard mileage rate approved under the current reimbursement guidelines for all employees for any business use of a vehicle beyond Sullivan County, Tennessee.

8. Employment Benefits. The Director of Schools shall be entitled to all benefits of employment which are provided by the Board for certified administrative personnel of the School System who are employed on a 12-month basis on the same terms these benefits are made available to such personnel. These benefits shall include health insurance, retirement contributions, vacation, sick leave, holidays, professional leave, bereavement leave and all other benefits which may be authorized by the Board from time to time.

9. Professional Expenses.

(a) The Board shall pay such travel and subsistence expenses reasonably incurred by the Director of Schools for official business and functions of the School System and for professional and official travel, meetings, conferences and seminars which are desirable for the professional development of the Director of Schools upon presentation of proper receipts.

(b) The Board shall pay such professional dues and subscriptions reasonably incurred by the Director of Schools for her continuation and full participation in national, regional, state and local associations and organizations which are desirable for the Director of Schools' professional participation, growth and advancement and which benefit the School System. The Board shall also pay membership dues, not to exceed \$1,000 per school year, for the Director of Schools to participate in local civic clubs and organizations.

10. Indemnification. To the fullest extent permitted by law and subject to the provisions of the Tennessee Governmental Tort Liability Act, the Board, either directly or through its insurance carrier(s), shall defend, hold harmless and indemnify the Director of Schools from any and all demands, claims, suits and legal proceedings brought by third parties against the Director of Schools arising out of the exercise of her official duties, except for alleged violations of criminal law, improper personal gain and/or willful misconduct. Such indemnification shall include court costs, reasonable attorney's fees and other expenses related to litigation.

11. Performance Evaluation.

(a) The Board shall make an annual performance evaluation in accordance with its policies and Tenn. Code Ann. § 49-2-203(a)(14). The evaluation shall consider the Director of Schools' overall performance and shall include the following: (i) job performance; (ii) student achievement; (iii) relationships with staff and personnel; (iv) relationships with board members; (v) relationships with the community; (vi) educational leadership; (vii) business and finance; (viii) professional and personal qualities; (ix) progress toward the District Strategic Plan and/or other established goals; and (x) such other relevant matters as the Board may determine from time to time.

(b) Each annual evaluation shall be for the period beginning on July 1 and ending on June 30, and shall be completed before the beginning of the next succeeding school year.

(c) In addition to the annual evaluation, the Board shall conduct mid-year reviews of the Director of Schools which shall be completed no later than January 31.

(d) The purpose of the evaluations shall be to measure the performance of the Director of Schools and to afford her an opportunity for self-improvement. The proposed performance evaluation instrument to be used by the Board will be provided to the Director of Schools by no later than August 1 each year.

(e) In the event the Board determines that the performance of the Director of Schools is unsatisfactory in any respect, it shall set forth in writing reasonably detailed instances of unsatisfactory performance together with recommendations for improvement. A copy of each performance evaluation shall be provided to the Director of Schools, and she shall have the right to make a written response which shall become a permanent attachment to the evaluation document which shall be placed in her personnel file.

12. Referrals to Director of Schools. The Board, and the individual members, thereof shall promptly refer to the Director of Schools all criticisms, complaints and comments brought to their attention which relate to the Director of Schools or the School System for her consideration and any appropriate action. Members of the Board shall not act individually to interfere with the administration of the School System.

13. Termination. This Contract and the employment relationship between the Board and the Director of Schools may be terminated by any one or more of the following methods:

(a) Mutual Agreement. This Contract may be terminated by mutual agreement of the parties upon such terms as the parties may agree. In consideration for such an agreement, the Board may elect to negotiate a buy-out of its remaining obligations to the Director of Schools. The terms of any such buy-out must be agreed upon in writing by the parties.

(b) Resignation. The Director of Schools may, by giving sixty (60) days' notice to the Board, resign and thereupon this Contract shall terminate. In the event of such termination, the Director of Schools shall have no right or entitlement to any severance pay and shall receive only the salary and benefits which have accrued as of the effective date of the resignation.

(c) Retirement or Death. This Contract shall terminate upon the retirement or death of the Director of Schools.

(d) Disability. The Board may terminate this Contract should it determine that the Director of Schools is unable to perform her duties by reason of illness, accident or other condition and (i) such condition has existed for more than ninety (90) days beyond the period of time to which the Director of Schools would have been entitled to sick leave and vacation leave, or (ii) the condition is permanent, irreparable, irrecoverable, or

of such nature that, in the sole discretion of the Board, will make the performance of her duties impossible (with or without reasonable accommodations). In the event of such termination, the Director of Schools shall have no right or entitlement to any severance pay and shall receive only the salary and benefits which have accrued as of the effective date of the termination.

If a question arises as to the capacity of the Director of Schools to perform her duties, the Board may require her to submit to a comprehensive fitness for duty examination, to be performed by a licensed physician selected by the Director of Schools. The Board may require the Director of Schools to submit to a second such examination, to be performed by a licensed physician selected by the Chair of the Board. Any such second examination shall be at the expense of the Board, and the physician shall limit his/her report to whether the Director of Schools has a disability which prevents performance of his duties (with or without reasonable accommodations). The physician's report and any related documents shall be submitted to the Chair of the Board.

(e) Removal from Office. Should the State Board of Education, in accordance with applicable law, order the removal or suspension of the Director of Schools or the revocation or suspension of the Director of Schools' license, then this Contract shall thereupon terminate. In such event, the Director of Schools shall have no right or entitlement to any severance pay and shall receive only the salary and benefits which have accrued as of the effective date of the termination.

(f) For Cause. The Board may terminate this Contract and the employment of the Director of Schools for cause upon sufficient proof of failure to maintain residency as required by Section 3 of this Contract, unprofessional conduct, neglect of duty, incompetence, inefficiency, insubordination, or failure to improve performance as documented in performance evaluations required by Section 11 of this Contract. Prior to any such dismissal, the Director of Schools shall be given written charges, notice of hearing and a fair hearing before the Board. The Director of Schools shall have the right to be present and heard at any such hearing, to be represented by counsel at her own expense, and to present witnesses and/or exhibits. A transcript of the record of the proceedings before the Board shall be made available to the Director of Schools in the event she appeals the action of the Board to the Chancery Court for Sullivan County, Tennessee. In the event of a termination for cause, the Director of Schools shall have no right or entitlement to any severance pay and shall receive only the salary and benefits which have accrued as of the effective date of the termination.

(g) Tenure. Unless the Board also moves to terminate the Director of Schools' tenure rights under Tenn. Code Ann. § 49-5-501, *et seq.*, then the Director of Schools shall retain her tenure rights in the event this Contract is terminated under Sections 13(a), (b), (d), or (f).

14. Miscellaneous.

(a) This Contract sets forth and establishes the entire understanding between the Board and the Director of Schools concerning the employment relationship of the parties. All prior discussions or representations by or between the parties have been merged into this Contract. The parties by mutual written agreement may amend any provision of this Contract during its term. Any such amendments shall be incorporated into and made a part of this Contract.

(b) This Contract shall become effective upon its execution by each party following its approval by the Board on which the effective date will be written at the top of the first page.

(c) This Contract and the relationship of the parties shall be governed and construed under the laws of the State of Tennessee.

(d) The invalidity or partial invalidity of any portion of this Contract shall not affect the validity of any other provision. Should a court of competent jurisdiction hold any provision of this Contract to be invalid, the remaining provisions will be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

15. Approval of Contract. This Contract was duly approved by the Board at a public meeting held on the 4th day of May 2020.

IN WITNESS WHEREOF, the parties have affixed their respective signatures as of the day and year first above written.

**BRISTOL TENNESSEE BOARD
OF EDUCATION**

By: _____
Nelson Pyle, Chair

By: _____
Jill Harrison

By: _____
Jim Butcher, Vice Chair

By: _____
Derek Linkous, Secretary

By: _____
Eric Cuddy

DIRECTOR OF SCHOOLS

Dr. Annette Tudor