

CONTRACT OF EMPLOYMENT

Fayette County Board of Education

This Employment Contract is entered into this _____ day of _____, 20____, by and between, the Fayette County Board of Education, hereinafter called the "Board", and Dr. Cedrick Gray, hereinafter called the "Director". The Board and the Director, for the consideration herein specified, agree as follows:

TERM OF CONTRACT

The Board, in accordance with its action as found in the Minutes of its meeting held on the 17th day of May, 2010, hereby employs, and the Director hereby accepts employment as Director of the Fayette County School System for a period of four (4) years commencing on the 14th day of June, 2010, and ending on the 13th day of June, 2014. The Director shall assume responsibilities of the position effective June 14, 2010.

DUTIES

Director shall have charge of the administration of the schools under the direction of the Board. He is the chief executive officer of the Board; shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; shall select all personnel and pursuant to Board policy recommend exemplary teachers for tenure consideration. He shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district; and in general perform all duties incident to the office of the Director and such other duties as may be prescribed by the Board from time to time.

The Director shall perform the duties specified in Tennessee Code Annotated as well as those listed in the job description for Director as adopted by the Board, or as it may be amended from time to time during the term of this Contract. Such job description, as so amended, is hereby incorporated in this Contract by references as if fully stated herein.

The Director shall devote such time and energies as are necessary to perform the duties specified in the job description. 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 times other than normal business hours.

The Board agrees that no policy or bylaw of the Board shall diminish the Director's legitimate power or authority. Moreover, all duties assigned to the Director by the Board should be appropriate to and consistent with the professional role and responsibility of the director.

The Director shall reside within the boundaries of the school district throughout the term of the contract. The contract will be voided if the Director does not meet the residency requirement.

REFERRALS TO DIRECTOR

The Board of Education, collectively or individually, shall promptly refer to the Director all criticisms, complaints and suggestions called to their attention relative to Director or the School District for the Director's study and recommendation.

LOYALTY

The Director shall devote full time, attention, knowledge and skills solely and exclusively to the business and interests of the Board of Education and the Fayette County School District. The Director may, however undertake consulting work, speaking engagements, writing, lecturing or other activities which do not interfere with the discharge of Director's duties and responsibilities thereunder. The determination of the Board of Education as to whether such other work interferes with the discharge of Director's duties and responsibilities thereunder shall be conclusive.

COMPENSATION

The annual salary of the Director for the fiscal year July 1, 2010 through June 30, 2010 shall be \$105,000.00. The annual salary of the Director will be paid in equal monthly installments in accordance with the standard policy of the Board governing payment of professional staff members in the school division and prorated if this contract is initiated on a date other than July 1. The annual salary of the Director may be adjusted or increased by amendment for any subsequent fiscal year during the term of this Agreement. Annual salary increases for the Director shall equal no less than the average increase approved by the Board for instructional personnel for the corresponding fiscal year unless the Director has received an unsatisfactory performance evaluation. In no event shall the Director's salary be reduced except as provided by law. Any adjustments to the annual salary for subsequent years during the term of this Agreement shall be in writing and shall be in the form of an amendment or addendum to this Agreement.

AUTOMOBILE EXPENSES

The Director shall be provided a Board-owned car to be used to assist him in conducting Board related business. Until the Director has permanently relocated to Fayette County, he shall use his own car to drive to and from his home in Shelby County, Tennessee. Unless otherwise directed, for use of his own car in driving to and from his home in Shelby County, Tennessee, the Director shall not receive mileage reimbursement or a fuel allowance.

SICK LEAVE

The Director shall be granted one (1) day of sick leave for each month of employment. Sick leave days shall be cumulative and unused sick leave days may be used for retirement credit in accordance with the policies of the Tennessee Consolidated Retirement System and Fayette County Board of Education.

EXPENSES

The Board shall reimburse the Director for all actual and necessary travel and other expenses required in the performance of the official duties during employment under this Contract subject to such limitations as provided by law and by Board policy.

MEDICAL EXAMINATION

Upon the request of the Board, the Director hereby agrees to submit to a comprehensive medical examination. A physician's statement certifying to the physical and mental competency or incompetency of the Director shall be filed with the Chairman of the Board. The cost of said medical examination shall be borne by the Board. In the event the Director shall be unable to perform his obligations as Director of schools for 30 days or longer, due to mental or physical illness or incapacity, the Board, at its option, may terminate this agreement and thereby shall be released from all further obligations contained thereunder.

EXTENSION/RENEWAL OF EMPLOYMENT CONTRACT

The Board may extend/renew the terms of this contract at any time with concurrence of the Director up to a maximum term of four (4) years. However, unless the Board acts on or before the 31st day December, 2013, or six (6) months before the expiration date of the contract to extend or renew the contract, such failure to act shall serve as notice to the Director that the Board does not intend to extend/renew the contract.

PERFORMANCE EVALUATION

Annually, but no later than the 28th day of February each calendar year during the term of this Contract, the Board of Education shall review with Director the Director's performance as Director of Fayette County School District; Director's progress toward goals established by the Board of Education and the Director; the working relationships of Director with the Board of Education, the staff, the students and the community at large; and any other matters relative to the employment of Director. The first evaluation will occur after six months of employment and thereafter, annually.

Within 3 months of the Director assuming office, the Director and the Board, shall adopt a mutually agreed upon instrument to evaluate the Director. Using such instrument, the Board shall evaluate annually the Director. Such evaluation must be completed at least three (3) months before the end of each fiscal year. The Board shall devote at least a

portion of a scheduled Board meeting to conduct the Director's evaluation and discuss the working relationship between the Director and the Board. The Board shall provide evaluative feedback and establish performance criteria which can be used constructively by the Director during the subsequent year.

FORFEITURE OF TENURE RIGHTS

The Director hereby forfeits any rights to tenure in the Fayette County School District and agrees that upon the termination of his duties as Director his employment in the school district will terminate.

ANY OTHER CONTRACT SUPERSEDED

This Employment Contract sets forth the terms of employment of the Director by the Board during the term of this Contract, and supersedes any other contract of the Board with its employees including any negotiated contract with the Fayette County Education Association.

CONTRACT TERMINATION

Mutual Agreement. This Employment Contract may be terminated by mutual agreement of the parties; retirement, disability or death of the Director.

For Cause. This Employment Contract may be terminated by the Board for cause upon sufficient proof of improper conduct, inefficient service or neglect of duty, including failure to follow the policies of Fayette County Board of Education. If the Board terminates this Contract for cause, the Director would be entitled to no further benefits or compensation.

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 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 under the terms of the contract.

Transfer. The Board reserves the right to replace the Director and transfer the Director to any position within the system determined by the Director's successor; 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 Article I. 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.

Unilateral Termination. The Board may, at any time, terminate this contract without cause. Upon such termination, the Director shall be entitled to the present value of any remaining salary and benefits which remain unpaid under this contract.

AMENDMENTS

Any modification 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.

ENTIRE AGREEMENT

This contract constitutes the entire agreement among the parties 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 affect the terms of this agreement and that this agreement may not be modified or changed except by written instrument executed by the parties.

Made and executed by the parties this day and date first above mentioned.

Dr. Cedrick Gray
Director of Schools

Robert Redditt
Chairman, Board of Education