

CONTRACT OF EMPLOYMENT
Between
Dr. Marie Feagins
and the
MEMPHIS-SHELBY COUNTY BOARD OF EDUCATION

This Employment Contract is entered into this 1st day of April 2024, by and between the **Memphis-Shelby County Board of Education**, hereinafter referred to as the "BOARD", and **Dr. Marie Feagins**, hereinafter referred to as the "SUPERINTENDENT".

WITNESSETH:

WHEREAS the BOARD is desirous of securing a SUPERINTENDENT of Schools to supervise and direct the schools and educational programs offered by the schools under the general supervision of the BOARD; and

WHEREAS the BOARD, in accordance with its action as found in the minutes of its Board meeting held on the 9th day February 2024, wherein it voted to elect Dr. Marie Feagins SUPERINTENDENT subject to state law that a written contract being agreed to, approved by the BOARD, signed by Dr. Marie Feagins and the Chairperson of the BOARD; and

WHEREAS the BOARD and the SUPERINTENDENT believe a written employment contract agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of Memphis-Shelby County Schools; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the BOARD hereby employs Dr. Marie Feagins as SUPERINTENDENT of Schools of the Memphis-Shelby County Board of Education, and the SUPERINTENDENT hereby accepts such employment upon the terms and conditions as follows:

1. **EMPLOYMENT AND TERM.** In accordance with the terms and provisions herein contained, the parties acknowledge and agree that the SUPERINTENDENT will serve for a period of four (4) years commencing on April 1, 2024, the date of signature of the Chairperson and SUPERINTENDENT, and ending at close of business on March 31, 2028 ("Term").
2. **RENEWAL OF CONTRACT.** The parties may agree to enter into a new Contract at the conclusion of the Contract. This Contract may be renewed, as permitted by applicable law by vote of the BOARD at a duly called and held meeting of the BOARD in accordance and strict compliance with the terms of T.C.A. Section 49-2-203(a)(14)(C). In the event the BOARD decides not to re-elect, renew, or re-employ the SUPERINTENDENT upon the expiration of the Term, the BOARD will notify the

SUPERINTENDENT of this decision at least ninety (90) days prior to the expiration of the contract Term.

Nothing herein, however, shall prevent the BOARD and SUPERINTENDENT from negotiating a new contract, in whole or in part, at any time hereafter. In no case, however, shall the contract term, any prior or preceding SUPERINTENDENT contract and/or extensions exceed four (4) years when taken together.

3. **DUTIES.** The SUPERINTENDENT shall have full charge of the administration of the schools under the general supervision of the BOARD to include education programs, administration, financial matters, procurement and contracting, personnel matters and all other business and administrative matters concerning the school system. She shall perform the duties specified in Tennessee Code Annotated as well as those listed in the job description for the SUPERINTENDENT as adopted by the BOARD, or as it may be amended from time to time during the term of this contract. Such job description and any amendments made thereto are hereby incorporated in this contract by reference as if fully stated herein. The SUPERINTENDENT shall adhere to the policies promulgated by the BOARD and shall have full authority to enforce such policies. Additionally, the SUPERINTENDENT shall have authority to organize, reorganize and arrange the central office, including instruction and business affairs, as is deemed necessary, consistent with applicable law and school board policy. The SUPERINTENDENT shall serve as secretary to the BOARD, shall attend each meeting of the BOARD, including executive session, unless excused by the BOARD, and shall serve as an *ex officio* member of each committee established by the BOARD.

The SUPERINTENDENT shall prepare with the advice and consent of the Board, a management plan for the District. The Management Plan shall include agreed upon goals and objectives, an outline of necessary programs and activities to achieve those objectives, measurements to determine progress toward those objectives, and annual and mid-year reports of progress and accomplishments toward the stated goals reports to the BOARD. It shall be agreed between the BOARD and SUPERINTENDENT that all goals and objectives formulated by the BOARD and the SUPERINTENDENT shall be attainable within the time limitations specified for each. It shall be further agreed that the goals and objectives formulated herein shall be subject to annual operating and capital budget appropriations.

A. **Board/Superintendent Communication and Working Relationships.**

1. No later than June 1, 2024, and annually thereafter, the BOARD and the SUPERINTENDENT shall meet to discuss and agree on the process and procedures for how they will communicate and work together.
2. In addition, the BOARD, individually and collectively, is encouraged to promptly refer to SUPERINTENDENT any criticism, complaints, and suggestions called to their attention, for the SUPERINTENDENT's study and recommendation, if necessary.

3. The SUPERINTENDENT shall report as promptly as feasible all such significant matters pertinent to the Board's responsibility to oversee the operation of the school district.
4. **COMPENSATION.** For all services rendered, by the SUPERINTENDENT pursuant to this contract, the BOARD shall pay to and provide for the SUPERINTENDENT the following salary:
 - A. **Salary.** The BOARD shall pay the SUPERINTENDENT an annual base salary of \$325,000.00 (three hundred twenty-five thousand dollars), less appropriate deductions for employment taxes and income tax withholding, for the first year of this contract. Upon receiving a satisfactory evaluation by the BOARD based on goals and criteria agreed upon by the BOARD and SUPERINTENDENT, the BOARD shall have the unilateral right to adjust the salary upward. Such Salary shall be paid in accordance with the BOARD's normal payroll practices.
5. **EVALUATION.** In accordance with Tennessee law and BOARD policy the BOARD shall evaluate the SUPERINTENDENT, no later than May 1st of each year.
 - A. The BOARD will develop, with the SUPERINTENDENT, a set of specific performance goals and objectives based on the needs of the system for the ensuing academic year. This shall occur not later than October of each year.
 - B. The evaluation will be a composite of the evaluation by individual BOARD members, but the BOARD will meet, as provided by law, with the SUPERINTENDENT to discuss the composite evaluation.
 - C. Both the BOARD and SUPERINTENDENT will prepare for the formal evaluation; the SUPERINTENDENT will conduct and submit a self-evaluation with any supporting documentation at least 14 days prior to the formal evaluation, which may inform the formal written evaluation; and BOARD members will document the evidence used in rating the SUPERINTENDENT'S performance.
 - D. All documentation will be supported by objective evidence and align with the metrics of the evaluation instrument.
 - E. Any areas identified where growth is needed noted in the evaluation shall be brought to the attention of the SUPERINTENDENT during the evaluation and the SUPERINTENDENT shall have a right to prepare a written or oral response to the evaluation and a plan to remedy those areas, as set forth below in section G.
 - F. Midyear each year, but no later than six months after the annual evaluation in May, the BOARD and SUPERINTENDENT will conduct an informal mid-year evaluation. The evaluation will be by individual BOARD members, will address

progress on each of the performance objectives and shall be provided to the SUPERINTENDENT.

- G. The evaluation instrument used to evaluate the SUPERINTENDENT shall include:
1. Quantitative ratings on a five-point scale to measure performance in areas directly related to individual and performance objectives adopted by the BOARD for the preceding academic year;
 2. Qualitative ratings to measure performance in areas directly related to individual and performance objectives adopted by the BOARD for the preceding academic year;
 3. Written explanations for ratings below satisfactory; and
 4. Discussion of strengths, opportunities for improvement and the areas to be addressed by the SUPERINTENDENT in her professional development action plan.

If unsatisfactory in any respect, the BOARD shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the BOARD deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the SUPERINTENDENT and the SUPERINTENDENT shall have the right to make a written response to the evaluation. This response shall be included in the SUPERINTENDENT's personnel file.

6. **ADDITIONAL RETIREMENT/DEFERRED COMPENSATION BENEFITS.** The BOARD shall contribute an amount equal to three (3) percent of the SUPERINTENDENT's salary on an annual basis to a tax-sheltered annuity selected by the SUPERINTENDENT. Payments to the annuity will be made in twelve monthly installments. In the event of a unilateral termination of this contract by either party, the BOARD's obligation to contribute to the annuity will immediately cease.
7. **SUPERINTENDENT'S EXPENSES.** The SUPERINTENDENT shall be reimbursed for her reasonable and necessary expenses incurred in the performance of her duties hereunder in accordance with applicable BOARD rules. The BOARD shall also pay all membership fees and dues of the SUPERINTENDENT for up to four (4) professional and/or civic organizations that the SUPERINTENDENT deems appropriate and in furtherance of the performance of her duties hereunder.
8. **BENEFITS.** The SUPERINTENDENT shall be eligible to participate in, on the same terms and conditions as other employees, all benefits, including retirement benefits,

established for the employees of the BOARD and the BOARD agrees to provide the following benefits to the SUPERINTENDENT at BOARD expense:

- A. An employee health care plan that provides comprehensive medical expense benefits for individual health (hospitalization and major medical), dental and vision shall be provided without cost to SUPERINTENDENT, as long as she is employed by the BOARD, on the same basis as is generally available to other employees of the Memphis-Shelby County Board of Education. If family coverage is desired by the SUPERINTENDENT, the BOARD shall pay the full premium cost of such family coverage during the term of this contract.
 - B. The BOARD will purchase and maintain a whole life insurance policy with a face value of \$500,000.00 for the SUPERINTENDENT. The BOARD will purchase short- and long term disability insurance policies for the SUPERINTENDENT in the amounts that represent the maximum coverage for these benefits available to all employees of the Memphis-Shelby County Board of Education.
 - C. The BOARD in its discretion may provide or reimburse the SUPERINTENDENT for her reasonable, actual relocation expenses in connection with her move to Memphis including the packing, moving, and any necessary storage of household goods, based on submitted receipts and invoices presented and not to exceed a total cost \$5000.
 - D. The Board in its discretion may provide or reimburse the SUPERINTENDENT for her reasonable, actual temporary monthly housing expenses upon her move to Memphis for up to \$2500 and a period not to exceed 3 months.
9. **PROFESSIONAL LIABILITY.** The BOARD shall maintain a professional liability insurance policy which provides coverage for alleged wrongful acts and omissions of the SUPERINTENDENT. In the event that the terms of such policy are inapplicable, or the limits exhausted, then the BOARD shall indemnify the SUPERINTENDENT against claims or other legal proceedings which arise out of the SUPERINTENDENT's actions occurring within the course and scope of her employment to the extent permissible by Tennessee law. This indemnification shall be granted to the extent permitted by the Tennessee Governmental Tort Liability Act, and especially TCA § 29-20-205(d). This indemnification shall cover all claims made and occurrences throughout the term of this contract and any extensions thereof. In no case shall individual BOARD members be considered personally liable for indemnifying the SUPERINTENDENT against such demands, claims, suits, actions, and legal proceedings.

If, in the good faith opinions of the BOARD and SUPERINTENDENT a conflict exists regarding legal defenses to a third-party claim against the SUPERINTENDENT and BOARD (e.g. pursuing the defense of one party would tend to injure the other party), the SUPERINTENDENT may engage separate counsel whose billable rates will be subject to the BOARD's approval, and the BOARD shall indemnify the SUPERINTENDENT for the costs of such counsel and any reasonable costs associated with the defense, subject to the same limitations, provisions, and exceptions set forth above. The BOARD shall not,

however, be required to pay the costs of any legal proceeding in the event the BOARD and the SUPERINTENDENT have actual adverse legal interests in any litigation.

10. **AUTOMOBILE EXPENSES.** The SUPERINTENDENT shall be provided an executive quality vehicle of her choice from among the MSCS fleet for her use when on MSCS business in connection with the performance of her duties under this agreement.

Safety And Security. As the SUPERINTENDENT deems necessary to ensure the SUPERINTENDENT's safety and security, the BOARD will provide the SUPERINTENDENT with an internal security personnel in connection with the performance of her duties under this agreement.

11. **VACATION AND SICK LEAVE.** At the beginning of the "contract," the BOARD will credit the SUPERINTENDENT with twenty-four (24) vacation days for the first year of this contract. Thereafter the SUPERINTENDENT shall accrue vacation days at the rate set forth in BOARD Policy and may accrue up to a maximum of thirty (30) vacation days. However, at no point during the 3 years of the contract shall the SUPERINTENDENT's credited or accrued vacation exceed thirty (30) days. At the end of each contract year, the SUPERINTENDENT may elect to receive a cash payment equal to the daily rate of pay for each vacation day of accrued leave in excess of the maximum amounts allowable, not to exceed fifteen (15) days. The SUPERINTENDENT shall accrue sick days at the rate set forth in BOARD Policy. At the end of the contract or in the event of early termination of the agreement, the SUPERINTENDENT shall be entitled to payment for unused sick and accrued vacation days earned during the term of this contract.

12. **OUTSIDE ACTIVITIES.** The SUPERINTENDENT shall devote her full time, labor, and attention to the performance of her official duties. Provided that such activities do not interfere with her duties under this contract, the SUPERINTENDENT may, upon giving notice to the Board, engage in outside professional activities including, without limitation, teaching, consulting, speaking, and writing. Any such outside activities undertaken by the SUPERINTENDENT must be made known to the Board and accomplished on her vacation days, evenings, weekends, holidays, or other non-duty days. The SUPERINTENDENT may receive honoraria for such outside activities to the extent permitted by State law and BOARD rules.

13. **GOVERNANCE.** To the full extent permitted by Tennessee law, the BOARD shall delegate to the SUPERINTENDENT full administrative responsibility and authority for the operations of the School District and the public schools thereof. BOARD members shall address their concerns regarding operations, personnel matters, financial conditions, and other matters under the control of the SUPERINTENDENT, directly to the SUPERINTENDENT, and shall not directly interfere with the SUPERINTENDENT's supervision, direction, and control of her staff. The SUPERINTENDENT shall then address those matters with her staff, consultants, contractors, and advisors, as appropriate. Individual members of the BOARD shall not, acting alone without authorization of the BOARD, take or refrain from taking any action under the control of the

SUPERINTENDENT's authority, powers, or duties. The BOARD and the SUPERINTENDENT agree to work together to fulfill the objectives of providing outstanding educational services and opportunities for all students within the School District, and the improvement of educational services, student performance and business practices within the School District, in accordance with applicable State law and BOARD rules.

Ethical Conduct: The SUPERINTENDENT in all aspects of her interactions and transactions related to carrying out the duties of SUPERINTENDENT, agrees to represent, enforce and adhere to the highest professional and ethical standards, including but not limited to: The National Education Association Code of Ethics; Tennessee Teacher Code of Ethics; and The MSCS General Codes of Ethics and The Superintendent Code of Ethics, MSCS Policy 0021 and 1013 respectively,

14. **TERMINATION OF CONTRACT AND SEVERANCE TERMS.**

This appointment and contract may be terminated by:

A. **Mutual agreement of the parties;**

B. **Disability of the SUPERINTENDENT:**

Disability shall be defined as illness or incapacity, as determined by the Tennessee Consolidated Retirement System, or as evidenced by absence for more than one hundred twenty (120) days beyond that period of time for which the SUPERINTENDENT would be entitled to sick leave and/or vacation leave and accompanied by a determination by the BOARD that such condition is permanent, irreparable or of such nature as will make the performance of the SUPERINTENDENT's duties impossible.

If the SUPERINTENDENT is permanently disabled, the BOARD shall have the option to terminate her employment and declare her office vacant, with compensation to be continued after crediting any accrued sick leave, vacation, and holidays in accord with the Tennessee Consolidated Retirement System and BOARD policies and applicable State of Tennessee laws. The SUPERINTENDENT shall not be entitled to severance pay or any additional benefits if she becomes disabled. If there is a gap between accrued sick leave, vacation and holidays and the beginning Tennessee Consolidated Retirement System payments, the BOARD will, at its expense, compensate the SUPERINTENDENT at the same rate at which disability benefits begin.

If a question exists concerning the capacity of the SUPERINTENDENT to return to her duties or for insurance purposes, the BOARD may require the SUPERINTENDENT to submit to a medical examination to be performed by a doctor licensed to practice medicine. The examination shall be performed at BOARD expense.

C. **Termination for Cause:**

This contract may be terminated by the BOARD for cause upon proof of material

breach of any provision of this contract, violation of any BOARD policy and/or violation of any State, local or federal law. If the BOARD terminates this contract for cause, the SUPERINTENDENT would be entitled to no further benefits or compensation.

D. Unilateral Termination by BOARD:

The BOARD may, at its option, unilaterally terminate this contract. In the event the BOARD terminates this Contract without the consent of the SUPERINTENDENT and for reasons other than those set out in Article 15 Paragraph (C), of such termination, the BOARD shall pay to the SUPERINTENDENT, as severance pay the lesser of (18) months or the balance of the contract term at the SUPERINTENDENT's salary rate and benefits as defined in Article 5 and Article 9 herein, at the time of termination as well as benefits she would have earned and been entitled to receive under this contract. Such severance payment shall be payable in one lump sum within *ninety days (90) days* of the effective date of termination.

To terminate this contract under this provision, the BOARD shall notify the SUPERINTENDENT of its election to terminate the contract and the effective date of termination. Notice shall be in writing, personally delivered to the Superintendent or mailed via certified mail, return receipt requested, postage prepaid, addressed to the SUPERINTENDENT at the SUPERINTENDENT's last known address as disclosed for tax purposes to Memphis-Shelby County Schools business office. The SUPERINTENDENT shall be deemed to have resigned from the position or other employment with the Memphis-Shelby County Schools as of the effective date of the unilateral termination.

E. Notice of Termination:

Except in cases concerning allegations of criminal or professional misconduct, the BOARD shall not terminate this contract or remove the SUPERINTENDENT from office without giving notice at least fifteen (15) calendar days prior to the scheduled meeting at which such action shall be taken.

F. Unilateral Termination by SUPERINTENDENT (Resignation):

The SUPERINTENDENT may, at her option, and by a minimum of *sixty (60) days* notification to the BOARD, unilaterally terminate this contract. In the event of such termination, the SUPERINTENDENT shall have no right or entitlement to any severance pay and shall be entitled only to the salary and benefits accrued and unpaid, including accrued vacation and sick leave, as of the effective date of her resignation.

G. Death of SUPERINTENDENT:

In the event of the death of the SUPERINTENDENT at any time during the term of this contract, the BOARD shall pay to her surviving spouse, if any, or if the SUPERINTENDENT does not have a surviving spouse, to the SUPERINTENDENT's estate, an amount equal to the portion of the


SUPERINTENDENT's salary, together with all incentive pay, deferred compensation and other benefits to which she was entitled through date of her death. All payments shall be made within *thirty (30) days of* her death, together with such other benefits and payments as are authorized by applicable laws and BOARD rules. Thereafter, the BOARD shall have no further responsibilities hereunder, and this contract shall terminate automatically. The provisions hereof shall not be deemed to affect any other benefits which may be available to the SUPERINTENDENT, including, but not limited to, those available under the applicable retirement programs, health insurance, life insurance or otherwise.

15. **UNILATERAL TRANSFER.** The BOARD shall not have the option to transfer the SUPERINTENDENT to any other position within the school system for the duration of this contract.
16. **SEVERABILITY.** The BOARD and the SUPERINTENDENT agree that, in the event that any part of a clause of this contract is made illegal under federal or state law or are held to be illegal by any court having competent jurisdiction thereof, the remainder of this contract shall continue in full force and effect with such invalid part of clause elided there from.
17. **RESOLUTION OF CONTRACT DISPUTES.** If a dispute regarding the terms of this contract cannot be resolved between the parties, such dispute shall be heard in the Circuit or Chancery Court of Shelby County and shall be construed and enforced under and in accordance with the laws of the State of Tennessee.
18. **BINDING EFFECT.** This contract shall be binding upon and inure to the benefit of the BOARD, its successors, and assigns, and shall be binding upon the SUPERINTENDENT, her administrators, executors, legatees, and heirs but may not be assigned by either party.
19. **HEADINGS.** Paragraph headings and numbers have been inserted for convenience of reference only. If there shall be any conflict between any such headings or numbers and the text of this contract, the text shall control.
20. **ENTIRE AGREEMENT AND AMENDMENT.** This contract contains the entire agreement and understanding between the BOARD and the SUPERINTENDENT. All prior contracts are hereby revoked and are null and void effective April 1, 2024. This contract may not be altered, amended, changed, or canceled except in writing executed by the mutual agreement of the parties. In order for any amendment to be effective, said amendment shall be in writing, signed by both parties, approved by the BOARD and SUPERINTENDENT, and appended to the original contract.

IN WITNESS HEREOF, the BOARD has caused this contract to be executed in its name by its Chairperson and the SUPERINTENDENT has approved and executed this contract effective on the day and year specified within the introductory paragraph of this document.



Chairperson
Memphis-Shelby County Board of Education



Dr. Marie Feagins, Superintendent

This contract was approved by vote of the Memphis-Shelby County Board of Education at a public meeting duly held on **March 26, 2024** and has been made a part of the minutes of that meeting.