E-FILED
5/4/2020 2:03 PM
CLERK & MASTER
DAVIDSON CO. CHANCERY CT.

DR. SHAWN JOSEPH SEVERANCE AGREEMENT

This Severance Agreement is entered into on this 17 day of April, 2019, by and between the Metropolitan Nashville Board of Public Education ("Board") and Dr. Shawn Joseph ("Dr. Joseph"). Hereinafter, the Board and Dr. Joseph collectively will be referred to as the "Parties."

WHEREAS, Dr. Joseph's employment contract dated May 31, 2016, provides that he will serve as Director of Schools for a term ending on June 30, 2020; and

WHEREAS, the Parties have mutually decided to terminate Dr. Joseph's employment contract as Director of Schools effective April 12, 2019, with the understanding that Dr. Joseph will remain available to assist the Board and answer questions until an Interim Director of Schools is in place.

NOW, THEREFORE, in exchange for the mutual consideration provided under this Severance Agreement, the Parties agree as follows:

II. TERMS AND CONDITIONS

1. The Board's Agreement.

   a. All terms and conditions of Dr. Joseph's employment contract executed on May 13, 2016 remain in effect until April 12, 2019, at which time this Severance Agreement shall supersede the employment contract; and

   b. Dr. Joseph will be entitled to accrued leave compensation as outlined in Section 10.f. of his employment contract executed on May 13, 2016; and

   c. Although Dr. Joseph's obligations and contract for the Director of Schools will have terminated as of April 12, 2019, Dr. Joseph will continue to receive his current salary, payable bi-weekly, less applicable payroll deductions, through July 31, 2019. Dr. Joseph will continue to receive his current insurance benefits and pension contributions through July 31, 2019. Within 15 business days of July 31, 2019, the Metropolitan Nashville Public Schools will issue a check in the amount of **$261,250.00** payable to "Shawn Joseph," less applicable payroll deductions.

   d. Dr. Joseph shall be reimbursed for his reasonable attorney fees up to a cap of $10,000 associated with the defense of his professional educator's license as a result of an alleged failure to report certain employee conduct pursuant to T.C.A. § 49-5-417.

   e. No additional compensation or reimbursement will be paid to Dr. Joseph for any reason except as provided in this Section 1.

   f. (1) For purposes of this subsection (f), these terms have the following meanings:

      "Disparaging" means a false and injurious statement that discredits or detracts from the reputation of another person.

"Defamatory" means a statement or communication tending to harm a person's reputation by subjecting the person to public contempt, disgrace, or ridicule, or by adversely affecting the person's business.

(2) The Board will not make any disparaging or defamatory comments regarding Dr. Joseph and his performance as Director of Schools. This provision shall be effective for the Board collectively and binding upon each Board member individually. Dr. Joseph does not waive any right to institute litigation and seek damages against any Board member in his/her individual capacity who violates the terms and conditions this Article of the agreement.

2. Dr. Joseph's Agreement. In exchange for the consideration provided under this Severance Agreement, the adequacy and sufficiency of which Dr. Joseph hereby acknowledges, Dr. Joseph agrees as follows:

   a. On behalf of himself, and all of his heirs, executors, administrators, representatives, predecessors, successors, and assigns, Dr. Joseph hereby RELEASES AND FOREVER DISCHARGES, to the maximum extent permitted by law and without reservation or exception, the Metropolitan Government of Nashville and Davidson County ("Metro"), the Board, individual members of the Board, and all of their current and/or former officers, fiduciaries, employees, agents, successors, assigns, and/or any and all other entities currently and/or formerly affiliated with or related to Metro, the Board or the Metropolitan Nashville Public Schools (collectively hereinafter "METRO AFFILIATES") from any and all claims, known or unknown, suspected or unsuspected, that he and/or anyone acting on his behalf holds or owns, or has at any time, against Metro and/or any METRO AFFILIATES;

   b. All terms and conditions of Dr. Joseph's employment contract executed on May 13, 2016 remain in effect until April 12, 2019, at which time this Agreement shall supersede the employment contract; and

   c. Dr. Joseph shall continue to perform the duties of the Director of Schools until April 12, 2019, after which those duties, and Dr. Joseph's employment with the Board, shall terminate;

   d. Notwithstanding subsection (c) of this paragraph 2 to the contrary, Dr. Joseph agrees to provide assistance to the Board Chair and the Interim Director, and agrees to answer questions at the Board's and/or Interim Director's request, by telephone and/or via electronic mail through July 31, 2019. Dr. Joseph shall make a good faith effort to provide such assistance in a timely manner.

   e. (1) For purposes of this subsection (e), these terms have the following meanings:

      "Disparaging" means a false and injurious statement that discredits or detracts from the reputation of another person.

"Defamatory" means a statement or communication tending to harm a person's reputation by subjecting the person to public contempt, disgrace, or ridicule, or by adversely affecting the person's business.

(2) Dr. Joseph will not make any disparaging or defamatory comments regarding Metro, the Board, individual members of the Board, and/or any METRO AFFILIATES, or their respective current or former officers or employees in any respect. Dr. Joseph agrees that the Board does not waive any right to institute litigation and seek damages against him if he violates the terms and conditions of this Article of the agreement.

f. Dr. Joseph acknowledges and agrees that all intellectual property (e.g. drawings, designs, presentations, software, ideas and innovations), created by or with the assistance of Dr. Joseph, except those works created exclusively by Dr. Joseph, are the property of Metropolitan Nashville Public Schools and shall not be used without the Board's consent.

g. Dr. Joseph agrees to cooperate with Metro and the Board in the defense of lawsuits regarding actions or events that occurred during Dr. Joseph's tenure as Director of Schools. Such cooperation shall include, but not be limited to, answering questions posed by counsel for Metro and/or the Board, responding to discovery requests, and providing sworn testimony at depositions and/or trial. Pursuant to the dictates of its policies set forth in Sections 2.40.120 through 2.40.140 of the Metropolitan Code, Metro agrees that it will provide representation and coverage for damages to Dr. Joseph for any litigation not filed as of the date of this Agreement concerning causes or actions that may have occurred during the time that he served as Director of Schools.

3. Covenant Not to Sue. Each of the Parties agrees never to file, institute, direct, or maintain against any of the other Parties (or their respective Releases as provided herein) any suit, charge, claim, complaint, proceeding or action in or before any court, administrative agency, arbitral panel or other body or tribunal asserting, directly or indirectly, any claim that is released and compromised by this Agreement.

4. Assignment or Transfer. Each of the Parties represents and warrants that he/it have not assigned or transferred, or purported to assign or transfer, to any other person or entity, in whole or in part, voluntarily, involuntarily, or by operation of law, any right, claim, interest, and property released or transferred pursuant to this Severance Agreement, or any portion thereof, and that he/it have sole, complete and entirely unencumbered right, title and interest in and to the rights, claims, interests, and property released or transferred under this Severance Agreement.

5. Consultation of Legal Counsel. Each of the Parties acknowledges and represents that: (i) he/it has had an opportunity to receive independent legal and other advice in this matter from counsel and advisors of his/its own choosing and is entering into this Severance Agreement freely and voluntarily, wholly upon his/its own judgment, belief and knowledge; and (ii) except as expressly set forth herein, he/it do not rely and have

not relied upon any warranty, inducement, or promise by any other party hereto, or any of such other party's agents, directors, officers, employees, representatives, or attorneys, with respect to the subject matter, basis, or effect of this Agreement.

6. Material Terms. If any provision of paragraphs 1 and/or 2 of this Severance Agreement is ever declared unenforceable, void, or invalid, and Dr. Joseph reasserts any claim released herein, then Dr. Joseph agrees to repay Metro all consideration provided under paragraph 1 of this Severance Agreement, notwithstanding any law, regulation, or agency interpretation/opinion to the contrary, upon demand and without resort to litigation. In the event that Metro is required to resort to litigation to obtain repayment of the consideration provided under paragraph 1 of this Severance Agreement, Metro shall be entitled to recover its attorneys' fees incurred if it prevails.

7. Severability. If any provision of this Severance Agreement other than paragraph 1 or 2, is ever declared unenforceable, void, invalid, or voidable, then the parties intend that the validity, legality, and enforceability of the remaining provisions of this Severance Agreement shall in no way be affected or impaired and that the remaining provisions of this Severance Agreement shall remain valid and enforceable as written to the maximum extent permitted by law.

8. Effect of Agreement. This Severance Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, executors, administrators, predecessors, successors, transferees, and assigns.

9. Choice of Law. This Severance Agreement shall be governed and construed under the laws of the State of Tennessee.

10. Execution in Counterparts. This Severance Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same document.

11. Entire Agreement. This Severance Agreement constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof and fully supersedes any and all prior or contemporaneous agreements, understandings, negotiations and discussions, both written and oral, among the Parties with respect to the subject matter covered hereunder.

12. Modification. Neither this Severance Agreement nor any term hereof may be modified, canceled, amended, waived or otherwise altered in any way, in whole or in part, except by way of a written agreement signed by the authorized representatives of the Parties and which specifically mentions this Severance Agreement.

13. Waiver. No provision of, or breach or default under, this Severance Agreement shall be deemed waived, in whole or in part, by the course of conduct of any Party, and the failure of any Party to insist upon strict adherence to any term of this Severance Agreement shall not constitute a waiver of any right arising hereunder or deprive such

party of the right thereafter to insist upon strict adherence to that term or any other term of this Severance Agreement.

14. No Presumption. This Severance Agreement has been drafted and reviewed jointly by the Parties and their respective counsel and no presumption in construction or interpretation shall be applied for the benefit of, or against, any of the Parties.

15. Effectuating the Agreement. The Parties agree to execute all documents and to take all actions that may be necessary or appropriate to effectuate this Agreement.

16. Costs and Fees. The amount paid to Dr. Joseph under paragraph 1 of this Severance Agreement is intended by the Parties to be an all-inclusive amount and shall release Metro and the Board from any liability to Dr. Joseph in this matter, including but not limited to all costs, interest and/or attorneys' fees. Except as otherwise expressly set forth herein, the Parties shall each bear their own costs and expenses, including attorney and other advisor fees, with respect to matters relating to the subject matter of this Severance Agreement, including without limitation the preparation and implementation of this Severance Agreement.

17. No Admission of Liability. The Parties acknowledge and agree that Dr. Joseph has not asserted any type of claim related to his employment by the Board. Nevertheless, the Parties agree that neither the existence of this Severance Agreement nor anything contained in this Severance Agreement shall constitute an admission of any liability or fault on the part of Metro, the Board, or any METRO AFFILIATE with respect to any potential claims by Dr. Joseph, for which liability is expressly denied.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

[Remainder of Page Intentionally left blank.]

[Signature Page Follows.]

DR. SHAWN JOSEPH:

Signature

Date: 4/11/19

STATE OF TENNESSEE)

Davidson)

COUNTY OF)

On the 11th day of April, 2019, before me personally appeared Shawn Joseph, to me known to be the person who executed the foregoing Agreement for the purposes contained therein.

Sworn to and subscribed before me this 11th day of April, 2019.

NOTARY PUBLIC

My Commission Expires: My Commission Expires October 7, 2019

MELISSA R. BRYANT
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

THE METROPOLITAN BOARD OF PUBLIC EDUCATION:

APPROVED:

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

Date 4/17/19

APPROVED AS TO FORM AND LEGALITY:

Jon Cooper
Metropolitan Attorney

Date 4/17/19

8738719

2019 APR 17 PM2:41
FILED METROPOLITAN CLERK