

THE SPORTS AUTHORITY OF THE  
METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

PERSONNEL COMMITTEE MEETING - MINUTES  
METRO OFFICE BUILDING – DSC CONFERENCE CENTER – ROOM 118  
TUESDAY, OCTOBER 17, 2023 | 11:30 PM

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Attendees

**Personnel Committee Member:** Cathy Bender (Chair), Jad Duncan (Vice Chair), Aaron McGee (Secretary/Treasurer), Don Deering

**Board Members:** Kim Adkins, Melvin Gill

**Staff:** Monica Fawknorton (ED), Valda Barksdale, Brandon Little, Melissa Wells, Josh Thomas (Metro Legal), Lexie Ward (Metro Legal)

*Call to Order*

Chair Bender called the Personnel Committee meeting of the Sports Authority to order and welcomed all in attendance.

*Public Comment Period*

There were no sign-ups for public comment.

*Consider Approval of a Resolution Authorizing and Approving an Employment Contract with the Executive Director of the Sports Authority*

Metro Senior Counsel Joshua Thomas presented a draft of the Employment Agreement between The Sports Authority and Monica Fawknorton. An overview of the agreement included the following:

- Counsel Thomas noted that the Sports Authority is a separate entity from Metro Government. The agreement was modeled based on other Metro contracts; however, it was modified to fit the Sports Authority's purview.
- **Section 1.3** Many Metro employment contracts range from two to five years with renewal options. Director Duncan suggested a five-year term from November 1, 2023 thru October 31, 2028. Director Adkins questioned whether Human Resources had vetted the contract to which Counsel Thomas responded that while HR is not required to vet the contract, Metro's attorney has reviewed the contract. Chair Bender noted that she reached out to Metro's Chief of Staff and informed them of the contract, however she did not receive a response.
- **Section 2.1** Metro provides the funding and benefits for the Executive Director's position. The Board of Directors determines the salary.
- **Section 2.2** Metro provides for Cost-of-Living-Adjustment (COLA) and Merit increases. The current salary is effective July 1, 2023 thru June 30, 2024. Ms. Fawknorton shall also be entitled to open range or other merit-based increases, subject to budgetary restrictions. Director Duncan suggested an amendment to clarify that Ms. Fawknorton's salary shall adjust for cost-of-living purposes during the *Term* phase of the Agreement. Counsel Thomas will draft the language for presentation to the board.
- **Section 2.3** Ms. Fawknorton is eligible to receive and accrue where applicable, the same fringe benefits provided to general Metro employees, including vacation, sick, administrative and holiday leave.
- **Section 2.4** Allows for reimbursement or payment for business expenses including unsolicited invitations when attendance is required to represent the Authority or otherwise within the scope of the official duties of the Executive Director.

- **Section 4.1** Either the Board or Ms. Fawknorton may elect not to renew the Agreement with a thirty-days' notice prior to expiration of the Term. If either party fails to provide written notice, the Agreement shall renew for an additional one-year period. Director Duncan suggested that the Agreement include language that would allow for salary adjustments based on cost-of-living expenses during the *Renewal* period.
- **Section 4.3** Provides that the Board may unilaterally terminate the Agreement by providing sixty days' advance written notice to Ms. Fawknorton and the Authority will pay six months of her gross monthly pay. The severance pay shall be paid from revenues available to and controlled by the Authority, not by Metro. Director Deering questioned whether a clause should be added to indicated that the severance pay will be paid based on availability of funds. Melissa Wells, Finance Manager indicated that the severance pay could be paid from the Arena Revenue Fund which has a balance over \$4m. To add context to the origin of the contract, Ms. Fawknorton shared that an Agreement for her position was initially discussed and recommended during the June 2023 Joint Executive & Personnel Committee meeting. The next step will be for her to decide whether she is comfortable with the language and if so, the Agreement will go before both the Finance Committee and Board of Directors for approval.
- **Section 4.4** The Authority may terminate the Agreement for cause including fraud, misappropriation, embezzlement, moral turpitude, felony conviction or a violation of the Executive Director's duty of loyalty to the Board of the Authority. The Authority shall give Ms. Fawknorton a minimum of ten business days advance written notice.
- **Section 5.6** The Agreement shall be binding upon the Authority and any successors of the Authority and may not be assigned nor transferred by Ms. Fawknorton.
- Chair Bender noted that Employment Contracts are not new to Metro and the goal for the Agreement is that it works in the best interest of the Authority and the citizens of Nashville. Director Duncan commented that Ms. Fawknorton's service to the Authority has been exceptional and the intent is to ensure that both she and the Board are comfortable with the verbiage in the Agreement.

**Upon a motion made by Director Deering and seconded by Director Duncan, the Personnel Committee unanimously approved the Employment Agreement for Ms. Fawknorton as presented with additional language to clarify cost of living adjustments during the term and renewal phase.**

### *Adjourn*

Chair Bender noted that the Agreement will next go before the Finance Committee and Board of Directors for final approval on Thursday, October 19. She thanked Ms. Fawknorton and the Sports Authority staff for their commitment to operational excellence.

Respectfully submitted, Valda Barksdale, The Metro Sports Authority

Audio File Path:

P-Drive-Sports Authority\SA BOARD\All Meeting Recordings\2023.10.17 Personnel Committee