

OFFICE OF SCHOOL FINANCIAL SERVICES
Summary of State Board of Education Agenda Items
March 20-21, 2014

OFFICE OF SCHOOL FINANCIAL SERVICES

18. Approval to revise State Board Policy 2602 - Contingent Contract of Employment with Mississippi Public School Districts
(Has cleared the Administrative Procedures Act process with public comments)

Executive Summary

The Mississippi Code of 1972 Annotated Section 37-9-39 outlines the time of payment of salaries for school employees. The proposed revisions to the policy incorporate necessary changes to the Contingent Contract of Employment with Mississippi Public School Districts as a result of legislation from the 2014 Regular Session.

Recommendation: Approval

Back-up material attached

**CONTINGENT CONTRACT OF EMPLOYMENT
WITH
MISSISSIPPI PUBLIC SCHOOL DISTRICTS**

This agreement is made and entered into as of the dates indicated below, by and between

First Name Middle Name Last Name Social Security Number

(employee), and the _____ School District (employer), with the employee having been duly elected and approved for employment by the school board of the employer.

Check (x) the appropriate box

- This agreement is contingent upon the employee's graduation from an approved teacher education program before September 1, 20 ____, or the issuance of a proper license by the Mississippi Board of Education before October 15, 20 ____.
- This agreement is contingent upon employee's graduation from an approved teacher education program before December 31, 20 ____, or the issuance of a proper license by the Mississippi Board of Education before February 15, 20 ____.

This agreement will be null and void should this condition not be satisfied by the employee.

If the agreement is declared null and void in accordance with the terms and conditions set out above, both parties do hereby agree that the employee will be paid for services to that date only for such amounts as are paid to substitute teachers in the district. The employee further agrees that the district may withhold from the employee's final salary payment, or take such legal action as may be necessary to collect from the employee, any amounts previously paid in excess of the amount paid to substitute teachers.

This agreement provides:

That the employee will be employed by the employer for the scholastic year(s) 20 ____ - 20 ____, subject to the terms and conditions stated herein, and shall hold the position of _____
Assistant Superintendent, Principal, Licensed Employee

That the employee will be employed for ____ days during said scholastic year. And that the employee shall be available to perform assigned duties beginning on _____, 20__ and ending on _____, 20 ____, or otherwise, as may be amended by the employer due to an emergency or other good cause in accordance with the policies of the employer.

That the employee will perform assigned duties during the school term. And that the school term will consist of ____ days and will commence and end on dates established in accordance with the policies of the employer.

That the employee agrees to reassignment during the school term to any area for which a valid license is held.

That in consideration for the duties performed under this agreement, the employer agrees to compensate the employee with an annual salary of \$ _____, which shall be paid on a basis as determined by the local school board. And that the annual salary is established in accordance with the policies of the employer and is based on an amount from the Adequate Education Program scale for the appropriate license and years of experience of the employee and an amount from the local salary supplement scale of the employer, and/or an amount from the employer as compensation for which other duties are to be performed by the employee. The school district may reduce the employee's state minimum salary by a pro rata daily amount in order to comply with the school district employee furlough provisions provided in statute. The payment of such salary is conditioned upon the availability of adequate education funds provided for salaries. **Employee's salary shall be payable in equal monthly installments beginning in the first month of employment, regardless of the number of days worked in any particular month by the employee. If employee fails to complete the contractual obligation and receives payment in excess of the monthly installment for the period which such employee ceases employment with the district, employee shall become liable immediately to the school board of the employing district for the sum of all amounts received in payment less the corresponding amount of any compensation paid for which service has been rendered, plus interest accruing at the current Stafford Loan rate at the time employee discontinues service.**

This contract shall be subject to all applicable policies, resolutions, rules and regulations of the employer, the Mississippi Educator Code of Ethics and Standards of Conduct as adopted by the State Board of Education, and the laws of the State of Mississippi, copies of which are available from the Superintendent's office. **This contract is subject to being terminated immediately prior to the end of the school year by a Conservator appointed by the State Board of Education in a conservatorship school district established pursuant to Section 37-17-6 and/or Section 37-17-13 of the Mississippi Code.**

**CONTINGENT CONTRACT OF EMPLOYMENT
WITH
MISSISSIPPI PUBLIC SCHOOL DISTRICTS
CONTINUED**

This contract of employment has been executed in duplicate on the dates indicated as witnessed by the signature of the employee and the duly authorized superintendent.

Superintendent	Date	Employee	Date
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The employer does not discriminate on the basis of sex, race, religion, color, national origin, age or handicap.

NOTE: In accordance with state law, if the employee should arbitrarily and willfully breach this contract and abandon his or her employment without first being released by the school board of the school district, then the school board may recommend to the Mississippi Board of Education that the teaching license of the employee be suspended for a period of one (1) year.

Source: MS Code 37-9-23 (Adopted 02/2014)

Delisa M. Jones

From: Melissa Barnes
Sent: Thursday, March 06, 2014 3:50 PM
To: Darla Hammons
Cc: Delisa M. Jones
Subject: FW: [ms_superintendents] Memo to Superintendents regarding APA process and revisions to State Board Policies 2601Contract of Employment & 2602 Contingent Contract of Employment

Here is one of two comments we have received.
Will send the second comment shortly.

S. Melissa Barnes, CPA, Director
Office of School Financial Services
Mississippi Department of Education
601-359-3294
601-359-3414 fax

From: Todd Ivey
Sent: Monday, February 24, 2014 4:32 PM
To: Melissa Barnes
Subject: FW: [ms_superintendents] Memo to Superintendents regarding APA process and revisions to State Board Policies 2601Contract of Employment & 2602 Contingent Contract of Employment

Please put a copy of this with your APA comments.

Todd

From: Wayne Rodolfich [<mailto:wrodolfich@psd.ms>]
Sent: Saturday, February 22, 2014 12:35 PM
To: Todd Ivey
Cc: Kelly Sessoms (8222); Mike Concannon; Kathy Chenoweth
Subject: Re: [ms_superintendents] Memo to Superintendents regarding APA process and revisions to State Board Policies 2601Contract of Employment & 2602 Contingent Contract of Employment

Have we verified this meets the standard of the Mississippi Constitution? Is it not the responsibility of the Mississippi Department of Education to protect us from violating the Mississippi Constitution? The MDE should request an attorney general's opinion. I would like a response to this question as I do not understand how we can be compelled to violate the Mississippi Constitution. I am placing this in writing. I am also sending a copy to our board president and attorney for review.

From: "Todd Ivey" <Tlvey@mde.k12.ms.us>
To: "Wayne Rodolfich" <WRodolfich@psd.ms>
Cc: "Melissa Barnes" <MSBarnes@mde.k12.ms.us>
Sent: Friday, February 21, 2014 5:24:33 PM
Subject: [ms_superintendents] Memo to Superintendents regarding APA process and revisions to State Board Policies 2601Contract of Employment & 2602 Contingent Contract of Employment

Superintendents, please see the attached memo regarding beginning the Administrative Procedures Act process to revise State Board Policy 2601 - Contract of Employment and State

Board Policy 2602 - Contingent Contract of Employment. A copy of each policy with changes highlighted is also attached. If you have questions please contact Melissa Barnes in the Office of School Financial Services at 601-359-3294.

Todd

Todd Ivey, Deputy State Superintendent
Office of Educational Accountability
Mississippi Department of Education
601-359-5254
Fax 601-359-6740
tivey@mde.k12.ms.us

Delisa M. Jones

From: Melissa Barnes
Sent: Thursday, March 06, 2014 3:50 PM
To: Darla Hammons
Cc: Delisa M. Jones
Subject: FW: [ms_superintendents] Memo to Superintendents regarding APA process and revisions to State Board Policies 2601Contract of Employment & 2602 Contingent Contract of Employment

S. Melissa Barnes, CPA, Director
Office of School Financial Services
Mississippi Department of Education
601-359-3294
601-359-3414 fax

From: Todd Ivey
Sent: Monday, February 24, 2014 4:32 PM
To: Melissa Barnes
Subject: FW: [ms_superintendents] Memo to Superintendents regarding APA process and revisions to State Board Policies 2601Contract of Employment & 2602 Contingent Contract of Employment

Same for this one.

Todd

From: Warren Woodrow [<mailto:wwoodrow@westjasper.k12.ms.us>]
Sent: Monday, February 24, 2014 9:43 AM
To: Todd Ivey
Subject: Re: [ms_superintendents] Memo to Superintendents regarding APA process and revisions to State Board Policies 2601Contract of Employment & 2602 Contingent Contract of Employment

Please be prepared to advise us pending the outcome of legislation. As we all know, the payment of salary without days worked is in violation of the state constitution .

On Fri, Feb 21, 2014 at 5:24 PM, Todd Ivey <TIvey@mde.k12.ms.us> wrote:

Superintendents, please see the attached memo regarding beginning the Administrative Procedures Act process to revise State Board Policy 2601 – Contract of Employment and State Board Policy 2602 – Contingent Contract of Employment. A copy of each policy with changes highlighted is also attached. If you have questions please contact Melissa Barnes in the Office of School Financial Services at [601-359-3294](tel:601-359-3294).

Todd

Todd Ivey, Deputy State Superintendent

Office of Educational Accountability

Mississippi Department of Education

601-359-5254

Fax 601-359-6740

tivey@mde.k12.ms.us

Columbus Municipal School District
Edna McGill, Ed. S., Interim Superintendent

2630 McArthur Drive P.O. Box 1308
Columbus, Mississippi 39703
TELEPHONE (662) 241-7400
FAX (662) 241-7453

Craig Shannon
Deputy Superintendent

Anthony Brown
Assistant Superintendent

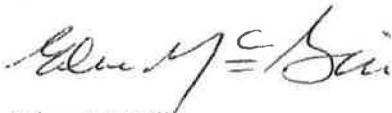
March 6, 2014

Mississippi Department of Education
Melissa Barnes, Bureau Director
School Financial Services
P.O. Box 771
Jackson, MS 39205-0071

Dear Ms. Barnes:

This letter will serve to voice our concerns regarding the revision to State Board Policy 2601 – Contract of Employment with Mississippi Public School Districts for Assistant Superintendent, Principal, and Licensed Employee; and State Board Policy 2602 – Contingent Contract of Employment with Mississippi Public School Districts. We question the constitutionality of this revision based on Article 4, Section 66, which prohibits donations, and Section 96 of the Mississippi Constitution, which prohibits compensation for work not actually performed.

Sincerely



Edna McGill
Interim Superintendent

