

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION
Summary of State Board of Education Agenda Items
July 19, 2018

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION

07. Action: Approval of employment agreement to appoint the Interim Superintendent for the Noxubee County School District contingent upon a declaration of a state of emergency in the District by the Governor [Goals 1, 2, 3, 4, 5, and 6 – MBE Strategic Plan]

This item references Goals 1, 2, 3, 4, 5, and 6 of the *Mississippi Board of Education 2016-2020 Strategic Plan*.

Recommendation: Approval

Back-up material attached

MISSISSIPPI STATE BOARD OF EDUCATION

STATE OF MISSISSIPPI
COUNTY OF HINDS

CONTINGENT EMPLOYMENT AGREEMENT FOR THE INTERIM-SUPERINTENDENT OF THE NOXUBEE COUNTY SCHOOL DISTRICT

THIS EMPLOYMENT AGREEMENT, made and entered into this _____ day of July, 2018, by and between the State Board of Education ("SBE"), a political subdivision of the State of Mississippi, and _____, hereinafter referred to as "Interim-Superintendent.

WITNESSETH:

WHEREAS, the State Board of Education and the Commission on School Accreditation pursuant to the authority granted to them by Miss. Code Ann. § 37-17-6 (12)(b) have requested the Governor to declare a state of emergency in the Noxubee County School District; and

WHEREAS, the SBE anticipates that the Governor will declare that a state of emergency exists in the Noxubee County School District; and

WHEREAS, upon the Governor's declaration of a state of emergency the SBE will invoke the provisions of Miss. Code Ann. § 37-17-6 (12)(c)(iii) and assign an interim-superintendent who will have those powers and duties enumerated in Miss. Code Ann. § 37-17-6 (15); and

WHEREAS, Miss. Code Ann. § 37-17-13 (1) provides that upon the declaration of a state of emergency by the Governor the SBE "shall have all powers which were held by the previously existing school board"; and

WHEREAS, the SBE finds that it is in the best interest of the Noxubee County School District, its employees and students, to have an interim-superintendent in-place upon the Governor's declaration of a state of emergency.

NOW, THEREFORE, the SBE and the Interim-Superintendent, for the consideration herein specified, enter into this Contingent Employment Agreement as follows:

1. TERM OF AGREEMENT

Contingent upon the Governor issuing a proclamation declaring that a state of emergency exists in the Noxubee County School District, the SBE acting under the authority of Miss. Code Ann. § 37-17-13 (1) and exercising the powers of the local school board, hereby employs, and the Interim-Superintendent hereby accepts, employment as Interim-Superintendent of the Noxubee County School District for a term commencing upon the Governor's declaration of a state of emergency in the Noxubee County School District. The Interim-Superintendent shall serve an initial term of one (1) year. On or before April 30, 2019, and each April 30 thereafter, the SBE shall notify the Interim-Superintendent whether it will extend the Employment Agreement for a successive year.

2. AUTHORITY OF INTERIM-SUPERINTENDENT

The Interim-Superintendent shall have charge of the administration of the Noxubee County School District and exercise the authority granted to interim-superintendents in Miss. Code Ann. § 37-17-6 (15) (a) and related statutes.

3. COMPENSATION

- (a) Salary. The Noxubee County School District shall pay the Interim-Superintendent as compensation for his/her services, a base salary of \$120,000.00 per year, payable in equal installments in accordance with the rules, regulations, and procedures for other professional staff employed by the District. Any increase in the Superintendent's base salary shall be in the form of an amendment to this Agreement, approved by the SBE and agreed to by both parties in writing.
- (b) Life Insurance. The Noxubee County School District shall provide to the Interim-Superintendent a life insurance policy in the amount of his annual salary, as adjusted from time to time, and the Noxubee County School District shall pay the premiums for the life insurance policy.
- (c) Medical and Hospital Insurance. The Noxubee County School District shall provide to the Interim-Superintendent, family health insurance coverage comparable to that provided to employees of the school district.
- (d) Leave. The Interim-Superintendent shall receive from the Noxubee County School District the following additional benefits, which may be utilized on an annual basis in the same manner as other employees:
 - 1. Holidays. Statutorily authorized paid holidays.
 - 2. Personal and Sick Leave. The Interim-Superintendent shall be allowed the maximum number of personal leave and sick leave days allowed to any district employee, either at the time of execution of the contract or during the term thereof.
- (e) Disability. In the event that the Interim-Superintendent becomes unable to perform any or all of his/her duties by reason of illness, accident, or other disability and such disability continues for six months, the SBE may, in its sole discretion, determine that such disability is permanent, irreparable, or of such serious nature that it is impossible for the Interim-Superintendent to perform his/her duties as contemplated under the agreement, and may terminate the Employment Agreement and extinguish all rights, duties and obligations hereunder
- (f) Public Employees Retirement System. The Interim-Superintendent may be a member of the Public Employees Retirement System of Mississippi ("PERS") according to its rules and regulations, as they may be amended. Any unused vacation, sick leave, personal leave, or other qualified leave to which the Interim-Superintendent is entitled may be applied towards credit with PERS as permitted by its rules and regulations.

4. DISMISSAL OR DISCHARGE.

The Interim-Superintendent shall be subject to dismissal and the termination of this Employment Agreement by the SBE for any of the following:

- (a) Incompetency;
- (b) Insubordination;
- (c) Willful neglect of duties;
- (d) Immorality;
- (e) Inciting, encouraging, or counseling district personnel or students to violate any valid state law, municipal ordinance, or policy or rule of the SBE;
- (f) Interim-Superintendent fails to secure and maintain necessary educational training;
- (g) Interim-Superintendent fails to comply fully with any warranty set forth in herein;
- (h) Any false or incorrect submission made to the SBE or any misrepresentation by the Interim-Superintendent;
- (i) Failure of Interim-Superintendent to obtain, earn, receive, possess, acquire, and maintain in full force all professional certificates and other educational requirements and endorsements required by law and/or the SBE;
- (j) Inability of Interim-Superintendent to be bonded; or
- (k) Any other good and sufficient cause.

5. PROFESSIONAL DEVELOPMENT.

The Noxubee County School District shall pay the Interim-Superintendent's dues to the American Association of School Administrators, and the Mississippi Association of School Superintendents. Noxubee County School District shall pay for travel and subsistence expenses of Interim-Superintendent for short courses, institutes and seminars that are necessary for his/her professional development and for the good of the School District.

6. FULL TIME DUTIES.

Interim-Superintendent shall be the full-time Chief Executive Officer of the Noxubee County School District.

7. REPORT REQUIREMENTS.

Every July, the Interim-Superintendent shall prepare and submit to the SBE an annual report on the status of the district and progress towards complying with all accountability standards established by the SBE and the financial viability of the district along with any other statutorily required reports.

Additionally, the Interim-Superintendent shall prepare and submit to the SBE quarterly reports on the status of the district.

8. WARRANTIES AND REPRESENTATIVES OF INTERIM-SUPERINTENDENT.

Interim-Superintendent warrants and represents as follows:

- a. (a) That he/she is duly licensed and qualified to serve as superintendent of education in the State of Mississippi and as the interim-superintendent of the Noxubee County School District at the time of making applications for the position, at the time of assuming the position, and that he/she will obtain all additional certificates, endorsements, qualifications, and additional training and other requirements as may be required by law and the SBE.

- a. (b) That Interim-Superintendent has never been convicted of any offense involving felony or any other offense involving moral turpitude under the laws of any state of the United States, or any Foreign Country, including any first offender or nolo contendere dispositions.
- a. (c) That Interim-Superintendent has never suffered revocation of any educational professional license or certificate, nor voluntarily surrendered same where charges or potentials charges were pending or imminent.

9. Modification.

No modification or addition to the Contract shall be valid for any purpose unless embodied in writing signed by the Parties and approved by the Board.

10. Severability.

If any provision of the contract or its application is held invalid or found to be in violation of state or federal constitutional or statutory law, such invalidity shall not affect other provisions or applications of it that can be given effect without the invalid provisions or applications, and to the end the provisions of the contract are hereby declared severable.

11. Governing Law.

The laws of the State of Mississippi shall govern the performance and interpretation of the Contract.

IN WITNESS WHEREOF, this Employment Agreement is executed in duplicate, each of which shall be considered an original effective on the date of execution and subject to the provisions herein.

This the _____ day of July, 2018.

STATE BOARD OF EDUCATION

Chairman Date: _____

Attest:

Date: _____
Dr. Carey M. Wright
Executive Secretary of the SBE

Acknowledged, approved and accepted by:

Date: _____