

OFFICE OF CHIEF ACADEMIC OFFICER
Summary of State Board of Education Agenda Items
Consent Agenda
September 28, 2023

MISSISSIPPI SCHOOL FOR MATHEMATICS AND SCIENCE

- D. Approval of the 2023-2024 Mississippi School for Mathematics and Science and the Mississippi University for Women Memorandum of Agreement

Executive Summary

The document contains the 2023-2024 Memorandum of Agreement between the Mississippi School for Mathematics and Science and the Mississippi University for Women.

Recommendation: Approval

Back-up material attached

JACKSON, MISSISSIPPI 39205

Mississippi University for Women
1100 College Street, W-1604
Columbus, MS 39701

GENERAL	FEDERAL / OTHER FUNDS	TOTAL
\$3,990,088	\$1,725,000	\$5,175,088

<input checked="" type="checkbox"/> Statement of Work	<input checked="" type="checkbox"/> Reporting Requirements
<input checked="" type="checkbox"/> Budget Summary	<input type="checkbox"/> Special Condition
<input checked="" type="checkbox"/> Budget Narrative	<input type="checkbox"/> Travel Policy
<input checked="" type="checkbox"/> Standard Terms and Conditions	<input checked="" type="checkbox"/> Other: Attachments 1, 2, 3

9. Approved for Mississippi Department of Education

10. Approved for Grantee

INTRODUCTION

The grant agreement between the Mississippi Department of Education (hereinafter referred to as “MDE”) and The Mississippi University for Women (hereinafter referred to as “Grantee”) is for the purpose of providing funds appropriated by the 2023 Mississippi Legislature in House Bill 1613 for the Mississippi School for Mathematics and Science (hereinafter referred to as “MSMS”). The time period of the grant will be July 1, 2023 to June 30, 2024.

STATEMENT OF WORK

The Grantee agrees to use the funds provided under this agreement to provide facilities that include office space, classrooms, dormitories, recreation areas, dining area, and general-purpose areas for students, faculty, and staff. These facilities include: **Hooper Science Building, Goen Dormitory, Mary Wilson House, Frazer Dormitory, Shackelford Building, MSMS Performing Arts Center (PAC), and Hogarth Office Suites.** Other facilities may be provided as mutually agreed upon by both parties. As may become necessary, the Grantee will provide support, expertise, and coordination with MSMS, MDE, and/or other state agencies regarding repair and renovations. The Grantee will serve as fiscal agent for the MSMS to include the processing of all financial transactions. All such transactions shall be in accordance with governing state regulations and shall be approved by the MSMS Executive Director. Expenses for MSMS shall be paid from funds available under the agreement.

The Grantee will fulfill all terms and conditions as outlined in the documents listed below. In the event of conflict between the documents, the terms contained in the later document will prevail over the terms contained in earlier documents.

- Attachment 1: 2023-2024 Proposed Budget
- Attachment 2: 2023-2024 Dining Services Agreement
- Attachment 3: Employment Contract

The above documents, as well as written interpretations and grant negotiations, will govern this grant.

The MUW will provide the following support services from funds made available under this agreement upon approval of the MSMS Executive Director.

a. Personnel processing for the MSMS includes I-9 and E-Verify registration for new employees, input of new employee salary information and account information for purpose of payroll; makes any change to employee's pay at the direction of MSMS or to the deposit account at the direction of the employee; explanation and enrollment of health insurance and PERS/retirement benefits, and explanation and enrollment into any other optional benefit. MSMS issues their employees contracts that bear the employer's title as an employee for Mississippi School for Mathematics and Science. (See Attachment 3.) Personnel under MSMS contract and/or hiring, disciplinary, and dismissal control pursuant to this grant shall be governed by the MSMS Employee Handbook. MSMS designated counsel shall provide legal advice, counsel, and representation on MSMS personnel matters, including those which may give rise to potential adverse employment action against MSMS employees. Employment decisions are solely within the authority of the MSMS.

b. Fringe benefits for MSMS staff as those provided MUW staff to include state retirement, social security, hospital insurance, life insurance, workmen's compensation, and unemployment insurance. Accumulation of personal and major medical leave as prescribed by State law. Accrued terminal leave payments shall be paid from funds made available to MSMS.

- c. Utilities for MSMS occupied facilities. Charges shall be appropriately prorated for those facilities that do not have meters.
- d. Printing, telephone, and postage charges shall be on a reimbursement basis and based upon specific services rendered.
- e. Routine and recurring operation and maintenance upkeep of the MSMS designated facilities. Charges shall be based upon services rendered and as budgeted in this agreement, which includes funding for the maintenance and/or repair caused by fair wear and tear of MSMS designated facilities.
- f. Food services as outlined in Attachment 2 of this agreement. Attachment 2 will be updated at the beginning of each fiscal year.
- g. Provide services such as accounting, police, library, health, recreational-facility use and others as may be negotiated.
- h. Provide financial information to the MSMS as requested by the MSMS Executive Director.
- i. Monitor the MSMS operations to ensure no obligations/expenditures exceed the line item budget category and to notify the MSMS Executive Director in the event a budget line item is insufficient. Budget adjustments between line items may be made with the approval of the MSMS Executive Director.

MSMS funding will be reflected as Restricted Funds and any deviation from approved funding must be approved by MUW, MSMS, and MDE. Copies of the approved operating budget for each of the fiscal years covered by this agreement will become a part hereof and appended to this agreement as Attachment 1.

MSMS agrees to provide the major repair and renovation funds for facilities designated for MSMS use. Such may include residence halls, classrooms, general purpose, and/or office space for staff and faculty. MSMS will also provide funds for the maintenance, repair, and replacement costs for furniture, equipment, appliances, etc., that exceed the scope of the routine and recurring maintenance/upkeep costs described above. MSMS will also provide custodial services.

Since grant proposals for summer or special projects are outside the scope of the normal operating budget, MSMS will apprise and coordinate with MUW the services that will be required by MUW. Such proposals should consider an administrative overhead cost amount to be provided by MUW.

The above documents, as well as written interpretations and grant negotiations, will govern this grant.

The Grantee is expected to perform all specified tasks unless otherwise notified by the department or mutually agreed upon by the Grantee and MDE.

PROGRAM REPORTING, COMPENSATION, AND FINANCIAL REPORTS

The Grantee agrees to maintain financial records, which adequately identify the source and application of funds provided under this grant. This includes information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, liabilities, expenditures, and income.

MDE will provide to MSMS/MUW a cash advance during August of each year for operating cash. The amount shall be mutually agreed upon by the MDE and MSMS/MUW. MSMS/MUW will request the cash advance in writing. Other cash advances, if necessary, may be provided upon the request of MSMS/MUW and upon approval of MDE.

The MUW shall provide monthly financial reports to the MDE on the 15th calendar day following each month of this agreement. Such reports shall be approved by proper MUW officials and the MSMS Executive Director. Upon approval of said financial reports, MDE will replenish the cash advance to MUW for expenses as allowed under this agreement.

Reconciliation of any cash advances versus expenses shall be accomplished through the final financial report provided under this agreement.

STANDARD TERMS AND CONDITIONS

Availability of Funds

It is expressly understood and agreed that the obligation of MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDE, MDE shall have the right upon ten (10) working days written notice to the Grantee, to reduce the amount of funds payable to the Grantee or to terminate this agreement without damage, penalty, cost, or expenses to MDE of any kind whatsoever. The effective date of reduction or termination shall be as specified in the notice of reduction or termination.

Changes

This agreement shall not be modified, altered, or changed except by mutual agreement by an authorized representative(s) of each party to this agreement, and must be confirmed in writing through the Mississippi Department of Education grant modification procedures.

Independent Grantee

The Grantee shall perform all services as an independent grantee and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by Grantee with respect to third parties shall be binding on the Mississippi Department of Education.

Termination

The Mississippi Department of Education, by written notice, may terminate this grant, in whole or in part, if funds supporting this grant are reduced or withdrawn. To the extent that this grant is for services, and if so terminated, the Mississippi Department of Education shall be liable only for payment in accordance with payment provisions of this grant for services rendered prior to the effective date of termination.

The Mississippi Department of Education, in whole or in part, may terminate this grant for cause by written notification. Furthermore, the Mississippi Department of Education and the Grantee may terminate this grant, in whole or in part, upon mutual agreement.

Either the Mississippi Department of Education of the Grantee may terminate this agreement at any time by giving 30 days written notice to the other party of such termination and specifying the effective date thereof. The Grantee shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the grantee covered by the agreement, less payments of compensation previously made.

Access to Records

The Grantee agrees that the Mississippi Department of Education, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of the Grantee related to Grantee's charges and performance under this agreement. Such records shall be kept by Grantee for a period of five (5) years after final payment under this agreement, unless the Mississippi Department of Education authorized their earlier disposition. Grantee agrees to refund to the Mississippi Department of Education any overpayments disclosed by any such audit. However, if any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

FERPA

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232(g), applies to education records of individual students held by the Agency. If Grantee has access to personally identifiable education records, Grantee shall not disclose them to anyone and upon completion of the education program and expiration of the Grant, Grantee shall destroy the records. Grantee shall comply with all applicable statutes and rules related to FERPA and education records.

Laws

This agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

Legal Authority

The Grantee assures that it possesses legal authority to apply for and receive funds under this agreement.

Equal Opportunity Employer

The Grantee shall be an equal opportunity employer and shall perform to all affirmative action and other applicable requirements. Accordingly, Grantee shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, handicap, or sex in any manner prohibited by law.

Copyrights

The Grantee: (i) agrees that the MDE shall determine the disposition of the title to and the rights under any copyright by Grantee or employees on copyrightable material first produced or composed under this agreement; and, (ii) hereby grants to the MDE a royalty free, nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others to do so, all copyrighted or copyrightable work not first produced or composed by Grantee in the performance of this agreement, but which is incorporated in the material furnished under the agreement, provided that such license shall be only to the extent Grantee now has, or prior to the completion or full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Grantee further agrees that all material produced and/or delivered under this grant will not, to the best of the Grantee's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in the Grantee's opinion be likely to become, the subject of any infringement claim or suit, the Grantee shall procure the rights to such material or replace or modify the material to make it non-infringing.

Personnel

Grantee agrees that, at all times, the employees of Grantee furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

Surrender of Equipment

On termination or expiration of this agreement, Grantee shall restore all equipment furnished under this agreement to the Mississippi Department of Education in the same condition as when originally made available to Grantee, reasonable wear and tear expected. Grantee and the Mississippi Department of Education shall jointly conduct a closing inventory and Grantee shall replace or repair all equipment lost, damaged, or destroyed to make up any deficiency between opening and closing inventories.

Assignment

Grantee shall not assign or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the Mississippi Department of Education. Any attempted assignment without said consent will be void and of no effect.

Property, Equipment, and Supplies

Property, equipment, and supplies purchased, in whole or in part, with funds provided under this agreement shall be procured, accounted for and disposed of in accordance with applicable State and Federal laws and regulations. Title to any equipment and supplies purchased under this agreement shall be vested in the grantee. In addition, please note that the intent of the program is to ensure that materials are purchased for the teachers' use during professional development, as well as upon their return to the school district. Property, equipment, and supplies are not to be purchased for school districts.

Mississippi Ethics

It is the responsibility of the Grantee to ensure that the Grantee's subcontractors comply with the Mississippi Ethics Law regarding conflict of interest. A statement attesting to said compliance shall be on file by the Grantee.

BUDGET NARRATIVE

The Mississippi Department of Education will grant the MUW an amount not to exceed \$5,715,088.00 as appropriated by House Bill No. 1613 by the 2023 Mississippi Legislature, upon the availability of funds.

Attachment 1

Budget for FY24 2023-2024			(Agency-TRUST)		Foundation (FY 2024)	Plant/Agency (FY2024)
	State Allocation (FY 2023)	State Allocation (FY 2024)	Room and Board (FY 2024)	Student Activity (FY2024)		
SALARIES						
SALARIES	2,801,438.00	3,054,893.00				24,000.00
TOTALS-SALARIES	2,801,438.00	3,054,893.00				24,000.00
FRINGE BENEFITS						
FRINGE BENEFITS	982,872.73	915,981.00				
TOTALS-FRINGE BENEFITS	982,872.73	915,981.00	0.00	0.00		
Employee Total		3,970,874.00				
TRAVEL						
Academic Affairs						
<i>Faculty/Staff</i>	0.00	10,000.00				
<i>Students</i>	5,000.00	10,000.00		8,000.00		
Student Affairs						
<i>Staff</i>	2,000.00	5,000.00				
<i>Students (Activities)</i>	0.00	5,000.00		2,000.00		
<i>Athletics</i>	2,500.00	5,000.00		3,000.00	2,500.00	
Admissions	5,000.00	6,250.00				
Outreach						
Technology	1,500.00	1,875.00				
Administrator, Miscellaneous	0.00	15,000.00				
TOTALS-TRAVEL	16,000.00	58,125.00	0.00	13,000.00	2,500.00	0.00
CAPITAL OUTLAY-EQUIPMENT						
Computer Equipment	0.00	5,000.00			5,000.00	
Engineering	0.00	0.00				
Instructional Equipment	0.00	0.00			5,000.00	
Office Furniture	1,000.00	5,000.00				
Residence Hall Furniture	0.00					
Misc Equipment	5,000.00	6,250.00				
TOTALS-EQUIPMENT	6,000.00	16,250.00	0.00	0.00	10,000.00	0.00
COMMODITIES						
Supplies	17,000.00	21,250.00				
Engineering Supplies	0.00	2,000.00			5,000.00	
Science Supplies	0.00	37,850.00			2,150.00	
Science Fair Supplies	0.00	6,250.00				
Instructional Supplies	5,000.00	10,000.00				
Textbooks	15,000.00	30,000.00				
Technology Supplies	1,000.00	3,000.00				
Outreach Supplies	10,000.00	15,000.00				
Admissions Supplies	5,000.00	6,250.00				
Printing	5,000.00	5,000.00		5,000.00		
Student Activities Supplies	4,000.00	5,000.00		6,000.00		
Athletics	3,500.00	7,500.00			2,500.00	
Residence Hall Supplies	0.00	0.00		10,000.00		
Food	552,423.00	724,640.00	175,000.00		17,850.00	
Food (Flex DollarsRAs)	3,600.00	3,600.00				
Gasoline	16,000.00	20,000.00				
Janitorial	5,000.00	6,250.00				
Student Publications	10,000.00	12,000.00				
Summer Pathways Program (NEW)	10,000.00	0.00				
Miscellaneous	5,000.00	6,961.00				
TOTALS-COMMODITIES	667,523.00	922,551.00	175,000.00	21,000.00	27,500.00	0.00
CONTRACTUAL						
Miscellaneous (Annual Fees, etc.)	20,000.00	25,000.00				
Copiers	17,000.00	17,000.00				
Millenium (Technology Support)	26,000.00	28,600.00				
Software	45,000.00	50,000.00				

	State Allocation (FY 2023)	State Allocation (FY 2024)	Room and Board (FY 2024)	Student Activity (FY2024)	Foundation (FY 2024)	Plant/Agency (FY2024)
Residence Halls	0.00					
Student Activities	2,500.00	2,500.00		2,500.00		
Instructional	2,500.00	2,500.00				
PSAT	0.00					
Admissions	1,500.00	1,500.00				
Outreach	0.00					
Travel (non MSMS employees)	0.00	6,250.00				
Postage	5,000.00	6,250.00				
Phones	15,000.00	18,750.00				
Utilities	170,000.00	180,000.00				20,000.00
Maintenance/Repair	15,000.00	10,000.00				
Building Maintenance Fee (MUW)	101,980.00	113,000.00				
Health Fee (MUW)	39,250.00	42,075.00				
Library Fee (MUW)	39,250.00	42,075.00				
Accounting Fee (MUW)	22,400.00	32,000.00				
Security Fee (MUW)	29,475.00	32,000.00				
Wellness Facility Fee (MUW)	22,250.00	10,250.00		14,750.00	5,000.00	
Janitorial	1,500.00	5,000.00				
Staff Development	20,000.00	14,000.00				
Cable	6,000.00	500.00				
Counseling Services	12,000.00	12,000.00				
Administrative	65,550.00	76,038.00				
TOTALS-CONTRACTUAL	679,155.00	727,288.00	0.00	17,250.00	5,000.00	
TOTAL TRANSFERS						
GRAND TOTALS	5,152,988.73	5,695,088.00	175,000.00	51,250.00	45,000.00	24,000.00
State Appropriation:	\$5,164,615.00	\$5,715,088.00	Total Income:	\$6,010,338.00		
			Total Budgeted:	\$ 6,010,338.00		
STATE FUNDING SOURCES						
General Funds	\$3,889,615	\$3,990,088	Difference:	\$0.00		
Educational Enhancement (EEF)	\$275,000	\$725,000				
Education Improvement Trust	\$1,000,000	\$1,000,000				

Attachment 2

AMENDMENT

MISSISSIPPI UNIVERSITY FOR WOMEN

AND

SODEXO MANAGEMENT, INC.

THIS AMENDMENT, dated July 25, 2023, is between MISSISSIPPI UNIVERSITY FOR WOMEN ("Client") and SODEXO MANAGEMENT, INC., a New York corporation ("Sodexo").

WITNESSETH:

WHEREAS, Client and Sodexo entered into a certain Management Agreement, dated November 18, 2022 ("Agreement"), whereby Sodexo manages the Services for Client's students, faculty, staff, employees, visitors and guests at 1100 College Street in Columbus, Mississippi 39701; and

WHEREAS, the Parties now desire to amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the Parties hereto agree as follows:

1. Section 7.1.A is deleted in its entirety and the following substituted therefor:

"A. Resident Dining Rates. The following resident dining rates shall be in effect for the 2023 Fall semester:

Scale Increments		Meal Plan A		Meal Plan B		Meal Plan C		Meal Plan D	
		Unlimited Access +		14 meals per week +		10 meals per week +		8 meals per week +	
From	To	\$200 Flex per Semester		\$275 Flex per semester		\$375 Flex per semester		\$425 Flex per week	
131	150	\$	20.66	\$	20.66	\$	20.66	\$	20.66
151	170	\$	17.77	\$	17.77	\$	17.77	\$	17.77
171	190	\$	18.99	\$	18.99	\$	18.99	\$	18.99
191	210	\$	18.26	\$	18.26	\$	18.26	\$	18.26
211	230	\$	17.60	\$	17.60	\$	17.60	\$	17.60
231	250	\$	17.01	\$	17.01	\$	17.01	\$	17.01
251	270	\$	16.46	\$	16.46	\$	16.46	\$	16.46
271	290	\$	15.94	\$	15.94	\$	15.94	\$	15.94
291	310	\$	15.48	\$	15.48	\$	15.48	\$	15.48
311	330	\$	15.04	\$	15.04	\$	15.04	\$	15.04
331	350	\$	14.63	\$	14.63	\$	14.63	\$	14.63
351	370	\$	13.28	\$	13.28	\$	13.28	\$	13.28
371	390	\$	13.91	\$	13.91	\$	13.91	\$	13.91
391	410	\$	13.58	\$	13.58	\$	13.58	\$	13.58
411	430	\$	13.26	\$	13.26	\$	13.26	\$	13.26
431	450	\$	12.97	\$	12.97	\$	12.97	\$	12.97

Scale is based on participants in Meals Plans A, B, C, and D each semester.

Meal Plan E	\$125.00/semester
Meal Plan F	\$ 15.00/per person per day

Any unused Flex Dollars and Declining Balance shall carry over from Fall to Spring semester. At the end of each Spring semester, any unused Declining Balance shall expire and be remitted by Sodexo to Client, and any unused Flex Dollars shall expire and shall be for Sodexo's account.

Rates for Meal Plans A, B, C and D are for each resident dining patron for each day with a minimum number of two hundred ten and two hundredths (210.02) days required each academic year.

*Rates for Meal Plan F are for each MSMS student, resident and staff dining patron for each day with a minimum number of two hundred thirty-seven and ninety-five hundredths (237.95) days required each academic year."

2. Section 7.1.C is deleted in its entirety and the following substituted therefor:

"C. Guest Meals in Resident Dining Facilities: Prices for guest meals purchased in resident dining facilities shall be as follows:

Breakfast:	\$ 8.95 plus tax, if applicable
Lunch:	\$11.10 plus tax, if applicable
Dinner:	\$11.10 plus tax, if applicable"

3. The following is hereby added to the second notification address to Sodexo set forth in Section 9.8 as follows:

"Email: SodexoLawDept.USA@sodexo.com"

4. The second paragraph of Section 9.8 (Notice) is deleted in its entirety and the following substituted therefor:

"and/or to such other persons or places as either of the Parties may hereafter designate in writing. With respect to any written notice or communication transmitted by Client to Sodexo's Law Department in accordance with this Section 9.8, Client may, as an additional notification, use the email address set forth herein. Email notification shall not be used as an alternative to written notice served personally, delivered by courier or a nationally recognized overnight delivery service, or sent by United States certified mail, postage prepaid with return receipt requested. All such notices shall be effective when received or refused, except in the case of overnight delivery by a nationally recognized delivery service in which case notice shall be effective the day after deposit with the delivery service."

5. All capitalized terms used herein shall have the same meanings set forth in the Agreement unless otherwise expressly provided in this Amendment.

6. This Amendment is effective August 1, 2023, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

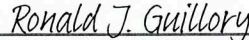
IN WITNESS WHEREOF, the duly authorized officers of the Parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

MISSISSIPPI UNIVERSITY FOR WOMEN



By:
Carla Lowery
Interim Vice President of Operations/CFO

SODEXO MANAGEMENT, INC.



By: Ronald J. Guillory (Aug 2, 2023 13:35 CDT)
Ronald Guillory
Senior Vice President

Attachment 3

CONTRACT OF EMPLOYMENT WITH THE MISSISSIPPI SCHOOL FOR MATHEMATICS AND SCIENCE FOR LICENSED EMPLOYEES

This agreement is made and entered into as of the dates indicated below, by and between **Fatima-Ezzahra Labaaj (681-34-8914)** (employee), and The Mississippi School for Mathematics and Science (employer or MSMS), with the employee having been duly elected and approved for employment by the Mississippi State Board of Education (SBE).

This agreement provides:

That the employee will be employed by the employer for the scholastic years(s) 2023-2024 and shall hold the position of **Faculty-Engineering**.

That employee will be employed for **190.00 days** during said scholastic year. And that employee shall be available to perform assigned duties beginning **August 1, 2023, and ending July 31, 2024**, 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 180 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 **\$ 59,807.00**, which shall be paid on a basis as determined by the Mississippi State Board of Education. And that the annual salary is established in accordance with the policies of the employer and 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 to comply with the employer's 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 accordance with applicable state and federal law and the Constitution of the State of Mississippi, 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 any overpayment, employee shall become liable immediately to the school board of the employer 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 Standard of Conduct adopted by the state Board of Education, and the laws of the State of Mississippi, copies of which are available from the Executive Director's office. This contract is subject to being terminated immediately prior to the end of the school year by an Interim Superintendent appointed by the State Board of Education in a District of Transformation established pursuant to Miss. Code Ann. §§37-17-6 and/or 37-17-13.

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 Executive Director.

Executive Director

Employee

Date

Date

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 State Board of Education that the teaching license of the employee be suspended for a period of one (1) scholastic year.