

CONTRACT OF EMPLOYMENT

This Agreement made and entered into by the Board of Trustees of the Columbus Municipal School District, hereinafter sometimes referred to as the Board, and Martha Liddell, Ph.D., hereinafter sometimes referred to as the Superintendent and Dr. Liddell.

WHEREAS, the parties hereto agree as follows:

A. The Board desires to employ Dr. Liddell as the Superintendent of schools for the Columbus Municipal School District (the "District") for the period from June 1, 2012, through June 30, 2015, and for such successive periods as may be from time to time agreed upon by the Parties in writing. During the District's fiscal year, the Superintendent shall work the same number of days worked by other full time administrators and as approved by the District's Board of Trustees, which is currently 226 days per school year.

B. The Parties desire to set forth the terms under which Dr. Liddell shall be employed as Superintendent of the District's schools.

NOW, THEREFORE, for the mutual considerations set forth herein, it is hereby agreed and stipulated as follows:

1. Employment. The Board does hereby employ Dr. Liddell as Superintendent of the schools of the District to perform such duties as are required by law and by the Board and to perform such duties in a satisfactory manner and in accordance with the policies, rules and regulations of the State Board of Education

and the Board. The Superintendent shall devote such time, skill, labor and attention to her employment as may be necessary to completely and successfully fulfill her duties and obligations. Superintendent agrees to such employment by the Board under the terms of this contract.

2. Management Responsibilities. The Superintendent shall be the Chief Executive Officer of the District. Subject to the Board's approval, the Superintendent shall be responsible for the organization, management and evaluation of the instructional programs and business affairs of the District in the manner, which will serve the best interest of the District, pursuant to policy established by the Board. The responsibility for the selection, placement and transfer of all personnel shall be vested in the Superintendent, subject to approval by the Board. The Board, individually and collectively, will promptly refer to the Superintendent for study and recommendation all criticism, complaints and suggestions called to the Board's attention.

3. Annual Report. Prior to the beginning of each school year the Superintendent will prepare and submit to the Board for its consideration and action a statement of goals and objectives, which she will seek to accomplish on behalf of the District during the next twelve months. In addition, the Superintendent will provide annually a written statement of professional goals and objectives that she has for herself and which she will seek to accomplish during the next twelve months. In addition, by December

15<sup>th</sup> of each year the Superintendent will provide a written evaluation of her progress and the progress of the District towards meeting those goals and objectives.

4. Performance Evaluation. No less often than annually the Board shall evaluate the performance of the Superintendent and, through the President or the President's designee, shall provide the Superintendent with periodic opportunities to discuss the performance evaluation of the Superintendent and Superintendent-Board relationships. On or before January 31st of each year the Board shall inform the Superintendent of any inadequacies or suggestions for improvement.

5. Term of Employment. The term of employment shall be for thirty-seven (37) months commencing June 1, 2012, and concluding on June 30, 2015.

6. Salary Compensation. The total salary compensation shall be as follow:

A. Salary. The annual salary of the Superintendent, effective June 1, 2012, through June 30, 2013, shall be One Hundred Thirty-Three Thousand and no/100 Dollars (\$133,000.00) payable in equal installments in accordance with the rules and regulations of the Board governing payment of other professional staff members of the District. For the period beginning July 1, 2013 through June 30, 2014, the annual salary of the Superintendent shall be One Hundred Forty-Four Thousand Nine Hundred Seventy and no/100 Dollars (\$144,970.00) payable in equal

installments as set out above. For the period beginning July 1, 2014, through June 30, 2015, the annual salary of the Superintendent shall be One Hundred Fifty-Eight Thousand Seventeen and 33/100 Dollars (\$158,017.33) payable in equal installments as set out above. The Superintendent shall receive performance-based incentive bonuses contingent upon both of the following conditions being met: (1) there being a Mississippi State approved and Mississippi State Legislative funded teacher pay raise ("teacher pay raise") during a particular year during the term of this contract; and (2) there being a performance-based measure of growth in one or more of the seven schools of the CMSD in student achievement as reported on the Mississippi Department of Education (NCLB) report card under "Growth Status." The Superintendent's bonus will be \$1,710 per school per school year for a maximum bonus to be paid of \$11,970 in any one school year if all seven schools so improve. The raise will be equally divided among the remaining months of the superintendent's contract for the current fiscal year.

Additionally, the Board reserves the right to adjust the annual salary of the Superintendent during the term of this Contract provided that no salary adjustment will reduce the total salary and benefits payable hereunder unless it is in accordance with a uniform plan of reduction affecting all certified employees of the District. Any such adjustment made during the life of this Contract shall be in the form of an amendment and shall become a

part of this Contract.

B. Salary Supplement. The Superintendent shall be paid a salary supplement totally \$17,000 for the 2012-2013 school year, \$15,000 for the 2013-2014 school year and \$15,000 for the 2014-2015 school year to be allocated during the first year of this Agreement between automobile and housing as set forth in paragraphs 6Bi and 6Bvii of this agreement and to be allocated thereafter as determined by the Superintendent.

i. Automobile. The Superintendent shall be paid a salary supplement in the amount of Three Hundred Fifteen and No/100 Dollars (\$315.00) per month as an automobile allowance for travel within the District. Such amount shall be paid with other compensation due the Superintendent under this Contract. Travel outside of the District shall be reimbursed under paragraph 6Bii hereof.

ii. Reimbursement for Other Expenses. The Superintendent shall be reimbursed for all reasonable expenses incurred by the Superintendent during board authorized employment-related travel outside the District. No expenses incurred in performing Superintendent's duties within the District shall be reimbursed unless approved by the Board through its minutes.

iii. Public Employees Retirement System. The Superintendent shall 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 Superintendent is entitled either under this agreement or under board policy may be applied towards credit with PERS as permitted by its rules and regulations.

iv. Professional Organizations. The Superintendent shall belong to professional, educational organizations such as American Association of School Administrators and the Mississippi Association of School Administrators and shall be reimbursed by the District for dues of those organizations.

v. Life Insurance. The District will provide the Superintendent Two Hundred Thousand and No/100 Dollars (\$200,000.00) of portable term life insurance issued by an insurance carrier of her choice, as long as she is insurable at regular insurance rates. The District's liability for payment of any premiums for this policy shall terminate upon termination of employment or end of this Contract, whichever occurs first.

vi. Disability Insurance. The District will provide the Superintendent a disability insurance policy issued by an approved provider for the District insuring a maximum of two-thirds (2/3) of her salary with an elimination period of 90 days, as long as she is insurable at regular insurance rates.

vii. Housing Allowance. The District will provide the Superintendent a monthly housing allowance of One Thousand One Hundred One and 67/100 Dollars (\$1101.67).

7. Termination. It is the intention of the parties that the Superintendent be employed and compensated during the full term of this Contract with any additions or extensions agreed to by the Parties. The Superintendent agrees that absent emergency health or other extraordinary personal reasons she will not terminate this Contract or leave the employment of the District during the term of this Contract. The Superintendent's inability or failure to complete the term of this Contract may be treated as a wilful breach of employment contract pursuant to Section 37-9-57 of the Mississippi Code of 1972.

It is expressly acknowledged that the Board's removal of the Superintendent from office shall not relieve it of the obligations to the Superintendent hereunder unless such removal is based upon a finding of gross negligence, malfeasance in office, commission of a crime involving moral turpitude or other good cause as provided for under the provisions of Section 37-9-59 of the Mississippi Code of 1972. The Board may take such action only after proper notice and hearing is provided the Superintendent under the provisions of Section 37-9-59 of the Mississippi Code of 1972.

8. Certificate. During the term of this Contract, and any extensions thereof, the Superintendent shall maintain a valid and appropriate certificate as may be required by the Mississippi State Board of Education.

9. Professional Training. The Superintendent shall attend

such Board approved professional meetings and continuing education courses as may be appropriate to continue her professional training and expertise. The District shall pay for and reimburse the Superintendent for all reasonable expenses associated with such professional meetings and courses.

10. Evaluation of Professional Training and Travel. By December 15<sup>th</sup> of each year the Superintendent shall provide a written report to the Board summarizing her activities with regard to professional training pursuant to paragraph 9. The Board shall review this report and consider these activities in the evaluation of the performance of the duties of the Superintendent. The permissible activities allowed under the provisions of Paragraph 9 may be modified from time to time to conform to the spirit of this agreement.

11. Vacation. The Superintendent shall be allowed paid vacation each year equal to the maximum allowed to any employee, either at the time of execution of this contract or during the term thereof.

12. Holidays. In addition to the Superintendent's vacation days, the Superintendent shall have all the holidays afforded to District employees in accordance with Board policy.

13. Personal Business; Sick Leave. In addition to vacation days and holidays, the Superintendent shall be allowed the maximum number of personal leave and sick leave days allowed to any employee, either at the time of execution of this contract or



during the term thereof.

14. Disability. In the event that the Superintendent becomes unable to perform any or all of her duties by reason of illness, accident, or other disability and such disability exists for a continuous period of time in excess of the sick leave provided for herein, the Board shall continue her compensation, without deduction, until such time as disability insurance benefit payments commence. In the event that the disability continues for six months, the board may, in its sole discretion, determine that such disability is permanent, irreparable, or of such serious nature that it is impossible for the Superintendent to perform her duties as contemplated under this agreement, and may terminate this contract and extinguish all rights, duties and obligations hereunder.

15. Medical Examination. The Superintendent does hereby agree to have a comprehensive medical examination once each year. If the Board chooses to require such a physical, then the cost of said medical examination shall be borne by the District.

16. Indemnification. To the extent allowed by law, the District shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, and legal proceedings brought against the Superintendent in her official capacity or her individual capacity, provided that, in the incident giving rise thereto, the Superintendent was acting within the scope and course of her

employment with the Board.

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

18. Severability. If any provision of this 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 this end the provisions of this contract are hereby declared severable.

19. Governing Law. The laws of the State of Mississippi shall govern the performance and interpretation of this Contract.

IN WITNESS WHEREOF, this Agreement is executed in duplicate, each of which shall be considered an original effective

June 1, 2012.

BOARD OF TRUSTEES  
COLUMBUS MUNICIPAL SCHOOL DISTRICT

BY:

Tommy Prude  
TOMMY PRUDE, President

Martha Liddell  
MARTHA LIDDELL, Ph.D.

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