

## Jackson-Madison County School Board Special Called Meeting

April 15, 2020 4:00 PM

Board of Education

Attendance Taken at 4:00 PM.

Mr. Kevin Alexander:	Present
Mr. Wayne Arnold:	Present
Ms. Doris Black:	Present
Jim Campbell:	Present
Carol Carter Estes McCright:	Present
Mrs. Janice Hampton:	Present
Mr. James Johnson:	Present
Mr. A. J. Massey:	Present
Mrs. Shannon Stewart:	Present

Dr. Marlon King was in attendance at the Special Called meeting

### 1. CALL TO ORDER

**Discussion:** James Johnson, Board Chairman welcomed everyone and read the following: Through the effective date of Governor Lee's Executive Order NO. 16, all work sessions and meetings of the Board of Education will be by electronic means. Board Members will participate by video conference. Public access to the board room will not be available to the general public in order to protect public health, safety, and welfare because of the COVID-19-19 outbreak. The General Public, however, will have live access to view the meeting via electronic means as described herein.

### 2. APPROVALS

#### A. THE APPROVAL OF THE AGENDA

**Action(s):**

**Motion Passed:** A motion was made to approve the April 15, 2020 Special Called Meeting Passed with a motion by Mr. Wayne Arnold and a second by Mrs. Shannon Stewart.

**Voting Detail:**

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mrs. Shannon Stewart:	Yes

### 3. DISCUSSION WITH DR. MARLON KING THE MUTUAL EXPECTATIONS OF THE SUPERINTENDENT AND THE BOARD

**Discussion:** The purpose of the April 15, 2020 Special Called Meeting will be to have the Board Members and Dr. Marlon King to discussion mutual expectations while preparing the Superintendent contract. James Johnson allowed each board member to express their expectations of Dr. King and than Dr. King was able to express his expectations of the Board Members. Each Board Member congratulated and welcomed Dr. Marlon King to the system and expressed a few items such as; be the leader that JMCSS needs at this time and for several years, always put students first, all students need to be handled fairly and on the same level, be transparent with all, bring to JMCSS fairness, respect care and concern for all, place employees in position that will excel for the system, notify Board Members for approval of items or issues, lead the system will all students in mind, build a team to assist with communication and transparentance and that the board members would like to much information and not enough for answers to the community.

Dr. Marlon King expressed that he will work hard to build a relationship with the board and the community. He will speak with others concerning the history of Jackson Madison County in hopes of not repeating the past few years in leadership, Dr. King would like the Board to be transparent with him and when a decision is made by the Board, it is decided. Dr. King would like the Board to allow him time to handle issues and he will report back to them the outcome of the situation.

James Johnson mentioned, the next step in the process witll be to continue working with Dale Thomas and Dr. Marlon King on a contract. There will not need to be a special called meeting since the Board Meeting is scheduled for May 7, 2020 to approve the Superintendent Contract.

Dale Thomas mentioned, Dr. Marlon King would come to the system on June 1, 2020 as a Consultant and work along with Ray Washington. Dr. Marlon King would begin the Superintendent position on July 1, 2020. Shannon Stewart asked, would there need to be two contracts in order for Dr. King to begin on June 1? Mr. Thomas stated, there will not need to be two contracts. When the Contract is ready for Board approval, a copy will be sent to all Board Members for review.

#### 4. ACTION ITEMS

##### A. ANY ACTION ON THE MUTUAL EXPECTATIONS OF THE SUPERINTENDENT AND THE BOARD

**Discussion:** There were no action items taken at the Special Called Meeting.

#### 5. ADJOURNMENT

##### Action(s):

**Motion Passed:** A motion was made to adjourn the meeting at 4:50 pm Passed with a motion by Ms. Doris Black and a second by Mr. Kevin Alexander.

##### Voting Detail:

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Carol Carter Estes McCright:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes

Mrs. Shannon Stewart: Yes

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Chairperson

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Superintendent

## RENEWAL OF CONTRACT OF EMPLOYMENT

Between  
Eric Jones  
and

Jackson-Madison County Board of Education

**WHEREAS**, the Jackson-Madison County Board of Education (hereinafter "Board") desires to provide Eric Jones (hereinafter "Superintendent") with a written Contract of Employment (hereinafter "Contract") in order to enhance the administrative stability and continuity within the school system, and,

**WHEREAS**, the Board of Education initially entered into a Contract of Employment on the 25th day of April, 2017, by and between the Jackson-Madison County Board of Education and Superintendent in accordance with the action of the Board on March 21, 2017, and found in the minutes thereof with the Contract commencing July 1, 2017 and ending June 30, 2021.

**WHEREAS**, the Board and the Superintendent agree to a written Renewal of Contract of Employment as necessary to describe specifically the relationship between the parties and to allow effective communication between the parties as they fulfill their governing and administrative functions in the operation of the educational program of the school system;

**WHEREAS**, this Renewal of Contract of Employment is entered into this the \_\_ day of May, 2018, by and between the Jackson-Madison County Board of Education and Superintendent. The Board and the Superintendent, for the consideration herein specified, agree to renew the contract as follows:

- 1. TERM OF AGREEMENT:** In accordance with the action of the Board on May \_\_, 2018, and found in the minutes thereof, the Board hereby renews the Contract with Dr. Eric Jones and extends the term to the 30<sup>th</sup> day of June, 2022.
- 2. ACCEPTANCE:** The Superintendent hereby accepts the renewal Contract as Superintendent and the Board and Superintendent mutually agree that during the term of this Agreement the Superintendent shall be and will perform the duties of Superintendent in and for the public schools of Jackson-Madison County, Tennessee, as prescribed by the laws of the State of Tennessee and by the rules and regulations of the State Board of Education and of the Board and those duties described in the job description adopted by the Board as the same may be amended from time to time.
- 3. PROFESSIONAL CERTIFICATION:** The Superintendent shall maintain any certification required by law of the State of Tennessee.
- 4. DUTIES:** The superintendent shall faithfully perform the duties of the Superintendent and serve as Chief Executive Officer to the Board and the administrative head of the School District. The Superintendent shall have the authority to organize and arrange the administrative and supervisory staff and shall have the authority to organize and arrange the instructional and business affairs of the School District in a manner which, in his judgment, best serves the needs of the School District, subject to the laws of the State of Tennessee and of the rules and regulations of the State Board of Education and of the Board. The responsibilities for the selection, placement and transfer of personnel shall be vested in the Superintendent to the extent permitted by state law and Board policy. The Superintendent

shall perform the duties specified in Tennessee Code Annotated, including but not limited to Tenn. Code Ann. § 49-2-301, as well as those listed in the job description for Superintendent as adopted by the Board or as may be amended from time to time during the term of this Agreement. Such job description, as so amended, is hereby incorporated in this Agreement by reference as if fully stated herein. A copy of the current job description is attached as Exhibit A to this Contract. The Superintendent shall devote such time and energies as are necessary to perform the duties specified in the job description. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Superintendent to work during times other than normal business hours.

5. **PERFORMANCE:** Each year of this Contract, the Superintendent and Board shall develop a mutually agreed upon set of performance goals for the Superintendent. In addition to the mutually agreed upon performance goals, the Superintendent shall annually establish meaningful, measurable goals and objectives for the District and shall provide a written report regarding his recommendations to the Board on or before the first Board meeting in March of each year during the term of this Contract. All discretionary goals and objectives will be subject to the approval of the Board, and should be approved by the Board by no later than July 1 each year of the contract.
6. **COMPENSATION:** For the period of time from July 1, 2018, to June 30, 2022, the Board agrees to pay the Superintendent an annual base salary of One Hundred Seventy-Five Thousand Dollars (\$175,000.00). The annual compensation shall be paid in equal installments in accordance with Board policy. During the term of this Contract, the Superintendent shall receive salary increases at least equivalent to increases given to teachers. In no event shall the salary of the Superintendent be reduced during the term of this Contract except as provided by law.
7. **MEMBERSHIPS:** The Board shall further pay all dues for the Superintendent to be a member of professional including but not limited to AASA and TOSS. The Board shall further reimburse the Superintendent for expenses in attending related functions and conferences. The Board desires and expects the Superintendent to be actively engaged in the community and shall pay his membership and related fees to participate in civic, business and service organizations, up to three (3) such organizations including but not limited to the local Chamber of Commerce.
8. **FRINGE BENEFITS:** During the term of the Contract, the Superintendent shall be entitled to receive all fringe benefits that full-time certified employees receive. In addition, the Superintendent shall receive the following fringe benefits.
  - a. Health Insurance. The Board shall provide the Superintendent and his eligible dependents health insurance benefits, including medical, dental, and vision insurance coverage under the District's group health insurance program. The Board shall pay the same portion of the premium for said insurance as the Board pays for certified employees.
  - b. Retirement Benefits. The Superintendent shall be entitled to any retirement benefits for which he qualifies under state law. The Board pays the Superintendent's retirement contributions provided to certified employees.

- c. Life Insurance. The Board shall provide the Superintendent a term life insurance policy on his life while employed by the School System in an amount equal to his annual base salary payable to the Superintendent's beneficiaries.
  - d. Technology. The Board shall provide the Superintendent with the technology necessary for the Superintendent to carry out his duties pursuant to this Contract, including a smartphone and related service, laptop computer, iPad, and printer/fax/scanner at his home which equipment shall remain the property of the Board.
  - e. Automobile. The Superintendent shall receive an automobile allowance of \$700.00 per month for use of his personal vehicle. In addition to this monthly automobile allowance, he will be reimbursed mileage expenses for out of town business-related travel required to carry out his official duties for which he will be reimbursed at a rate of \$0.20 per mile.
  - f. Leave. With the exception that the Superintendent shall immediately receive five (5) bonus vacation days annually, the Superintendent shall be entitled to the sick leave, personal and professional leave, and vacation and holiday leave benefits as provided for the certified personnel of the Jackson-Madison County School System in accordance with the Board's adopted policy and procedures or as may be amended, which are incorporated herein by reference.
9. **PROFESSIONAL LIABILITY:** The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent, to the fullest extent allowed by law, from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his official capacity as agent and employee of the School System, provided the demands, claims, suits, actions, or legal proceedings arose while the Superintendent was acting within the scope of his employment or under the direction of the Board unless the claims, suits, actions, or legal proceedings arise out of alleged criminal conduct by the Superintendent. Except that, in no case, will individual board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.
10. **EXPENSES:** The Board shall reimburse the Superintendent for all actual and necessary travel and other expenses required in the performance of the official duties during employment under this Contract subject to such limitations as provided by law and by Board policy.
11. **BOARD/SUPERINTENDENT COMMUNICATIONS.** Board members, individually and collectively, shall promptly refer to the Superintendent all criticisms, complaints and suggestions called to their attention relative to the Superintendent or the School System for the study, recommendation, and appropriate action of the Superintendent prior to such issue being brought to the attention of the full Board. In addition, individual Board members will not direct the Superintendent regarding the management of the School System unless acting on behalf of the Board. The Board and Superintendent shall meet periodically to discuss and develop or review procedures for communication between the Board and the Superintendent.
12. **LOYALTY:** The Superintendent shall devote full time, attention, knowledge and skills solely and exclusively to the business and interests of the Board and the Jackson-Madison

County School System. The Superintendent may, however, undertake consulting work, speaking engagements, writing, lecturing or other activities, with or without honorarium, that do not interfere with the discharge of the duties and responsibilities of the Superintendent hereunder. The determination of the Board as to whether such other work interferes with the discharge of the duties and responsibilities of the Superintendent hereunder shall be conclusive, and the Board shall notify the Superintendent in writing if the Board makes this determination.

13. **FORFEITURE OF TENURE RIGHTS.** The Superintendent hereby forfeits any rights to tenure in the Jackson-Madison County School System and agrees that upon the termination of his duties as Superintendent his employment in the school system will terminate.
14. **EVALUATION:** The Board shall evaluate and assess in writing the performance of the Superintendent on or before July 1 of each calendar year during the term of this Contract and any renewal thereof. Prior to the Board conducting its evaluation, the Superintendent shall provide the Board with a written self-evaluation.

In conducting its evaluation, the Board shall use the evaluation instrument and process agreed to by the Board and Superintendent attached as Exhibit B. The annual written evaluation of the Superintendent's performance will be based upon the Superintendent's self-evaluation, the mutually agreed upon performance goals pursuant to Section 5 of this Contract, the Superintendent's job description as set forth herein and in Board Policy, the execution of the powers and duties of the Superintendent as described by state law, and the Superintendent's performance of the expectations as outlined in this Contract.

Should any rating below satisfactory or acceptable level of performance be entered on the Superintendent's evaluation form by the Board, notice must be given, in writing, to the Superintendent specifically detailing the nature of the deficiency to be addressed. Notice of deficiency must include specific expectations relative to remediation of the deficiency to provide the Superintendent sufficient information to address the Board's concern and to improve his rating in that area. Within thirty (30) days of the completion of the annual evaluation and workshop discussion in which the Board has identified any deficiencies, the Superintendent shall submit to the Board an Annual Improvement Plan which shall include a professional growth plan.

15. **TERMINATION:** This Contract may be terminated by one of the reasons specified below.
  - a. This Contract may be terminated by mutual agreement of the parties.
  - b. This Contract may be terminated by the retirement or the death of the Superintendent.
  - c. This Contract may be terminated by disability pursuant to Section 16 of this Contract.
  - d. This Contract may be terminated by the Board for cause in accordance with the laws of the State of Tennessee, including but not limited to Tenn. Code Ann. §§ 49-2-203(a)(14)(A), 49-5-511(a)(2), and 49-5-501(3) through (8). In the event of termination by the Board for cause, notice of termination shall be given to the Superintendent in writing. If the Superintendent is terminated for cause, the Superintendent shall be entitled to a hearing before the Board provided that the

Superintendent requests a hearing in writing within ten (10) days of receipt of notice of termination. The hearing shall be held within thirty (30) days of the Board's receipt of the Superintendent's written request for a hearing. Within ten (10) days of the hearing, the Board shall provide its written decision to the Superintendent.

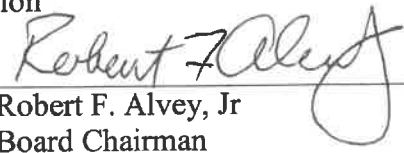
- e. This Contract shall terminate if the State Board of Education removes the Superintendent from office in accordance with the laws of the State of Tennessee including but not limited to Tenn. Code Ann. § 49-1-602.
- f. The Contract may be terminated by the Superintendent for any reason during the term of the Contract provided the Superintendent give written notice to the Board of such intent at least sixty (60) days prior to the effective date of such voluntary termination. In the event of such termination, the Superintendent shall have no right or entitlement to any severance pay. The Superintendent shall be entitled to the salary, benefits, and expenses unpaid through the effective date of termination. If the Superintendent voluntarily terminates his employment before June 30, 2019, the Superintendent agrees to pay for the cost required to recruit a new Superintendent, said cost not to exceed Twenty Thousand Dollars (\$20,000.00), with said sum being withheld from his final salary payments or otherwise paid by the Superintendent until the full cost is paid to the Board.
- g. The Board may, at any time, terminate this contract without cause by giving the Superintendent written notice of at least sixty (60) days prior to the effective date of termination. Upon such termination, the Superintendent shall be entitled to the present value of any remaining salary and benefits that remain unpaid under the contract.

16. **DISABILITY:** "Disability" is defined as an inability to perform the essential functions of the job with or without reasonable accommodation as set forth in the Americans with Disability Act. Should the Superintendent become "disabled" as defined herein, and the period of disability extends beyond when all applicable leave benefits have been exhausted, during the period before the long term disability benefits begin as defined in Section 9 herein, the Board may, at its sole discretion, make the following deductions from the compensation stipulated above. For the first month following exhausted leave time, the Superintendent shall receive his entire monthly compensation; for the second month following exhaustion of such leave, the Superintendent shall receive two-thirds (2/3) of his regular compensation; and, for the third month of disability following exhaustion of accumulated leave time, the Superintendent shall receive one-third (1/3) of his regular compensation. However, payments from the Board will cease on the day the Superintendent is eligible to receive payment under the provisions of the long-term disability policy referenced above and in Section 8c of this Contract. Should the Superintendent remain disabled following his third month after exhaustion of leave, the Board may, in its sole discretion, terminate all subsequent pay under this Contract for as long as such disability exists. If such disability as defined herein continues for more than six continuous months, the Board, in its sole discretion, may terminate this Contract immediately. In such event, the respective duties, rights, and obligations of each party shall terminate except for the benefits detailed within this section. In the event of a work-related disability, payments made under this provision will be offset by temporary and permanent disability benefits paid under the Tennessee Workers' Compensation Act.

17. **SEVERABILITY:** If any provision or item of this Agreement or the application thereof is held invalid or found to be in violation of state or federal constitutional or statutory law, such invalidity shall not affect other provisions, items, or applications of this Agreement that can be given effect without the invalid provision, items, or applications, and to this end, the provisions of this Agreement are hereby declared severable.
18. **ENFORCEMENT OF AGREEMENT:** In the event it should become necessary for either party to enforce the terms and conditions of this Agreement, the costs of such enforcement proceedings, including reasonable attorney fees, shall be paid to the prevailing party by the losing party.
19. **MODIFICATION/EXTENSION OF AGREEMENT:** By specific action of the Board, the terms and length of this Agreement may be modified with the consent of the Superintendent. However, unless the Board acts on or before twelve (12) months before the expiration date of the Contract to extend or renew the contract, such failure to act shall serve as notice to the Superintendent that the Board does not intend to extend or renew the contract. No extension of this Contract shall occur absent the notice required pursuant to Tenn. Code Ann. § 49-2-203(14)(C).
20. **ENTIRE AGREEMENT AND EXECUTION AND DELIVERY BY FACSIMILE TRANSMISSION:** This Agreement embodies the entire understanding and agreement of the undersigned parties, whether oral or written. This Agreement may be executed by the Board and delivered to the Superintendent by facsimile transmission. This Agreement shall be deemed effective and executed by both parties upon the receipt by the Board of a copy of the facsimile transmission of the Agreement executed by the Superintendent.
21. **GOVERNING LAW:** The laws of the State of Tennessee shall govern the interpretation and actions arising from this Contract.

  
Eric Jones

Jackson-Madison County Board of  
Education

By:   
Robert F. Alvey, Jr.  
Board Chairman



## Job Description

**Job Title:** Superintendent

### Qualifications/Job Requirements:

- Bachelor's Degree required
- Master's Degree preferred
- Valid teacher's license with appropriate endorsement preferred
- Administrative or supervisory experience preferred

**Job Goal:** To provide leadership in developing and maintaining the best possible educational programs and services.

### Responsibilities and Essential Functions:

1. Acts for the Board in seeing that all laws relating to the schools are faithfully executed.
2. Attends all meetings of the Board and serves as a member of the Executive committee without additional compensation.
3. Keeps a complete and accurate record of the proceedings of all meetings of the Board and of its official acts.
4. Keeps a detailed and accurate account of all receipts and disbursements of the public school funds.
5. Issues all warrants authorized by the Board for expenditures.
6. Make such recommendations to the Board as he/she deems for the best interest of the public schools, but in no case shall he/she have a vote.
7. Supervises all schools, visits the schools from time to time, and advises members of the Board as to their condition and means for improvement.
8. Requires the use of the state course of study and the system of promoting students in accordance with the Commissioner of Education.
9. Signs all certificates and diplomas of students who complete the courses of study.
10. To hire, transfer, suspend, non-renew, and dismiss all personnel, with the exception of placing teachers on tenure and dismissing tenured teachers;
11. Requires all teachers to submit their certificates to teach, and keeps a complete record of same.
12. Files all contracts entered into with all employees of the Board.
13. Makes quarterly a written report for the Board detailing all receipts and expenditures of the public school funds and submits it to the local funding body.
14. Reports to the local funding body and the commissioner of Education whenever it appears that any portion of the school fund has been, or is in danger of being, misappropriated or illegally disposed of or not collected.
15. Makes reports to the Commissioner of Education when requested by him; and makes a full and complete report on forms furnished by the Commissioner of Education on or before the fifteenth (15<sup>th</sup>) day of July, annually for the year ending the thirtieth (30<sup>th</sup>) day of June proceeding.
16. Prepares, annually, with the chairman of the Board, a budget for the schools in the system, to submit the same to the Board for its approval; and presents it to the local funding body for adoption.



17. Gives full time and attention to the duties of the position of superintendent.
18. Delivers to his/her successor all records and official papers belonging to said position.
19. Files with the Commissioner of Education a copy of the budget adopted by the local funding body within ten (10) days after its adoption.
20. Establishes a procedure whereby an updated copy of the Rules, Regulation, and Minimum Standards of the State Board of Education are kept on file in each school library during normal school hours.
21. Implements all rules pertaining to the supervision and administration of student body activity and other internal funds in schools.
22. Furnishes each principal with a copy of the manual for internal accounting and the necessary training and assistance to adequately use it.
23. Ensures that each principal carries out all recommendations of the annual audit.
24. Ensures an orderly transfer of a school's financial records between an outgoing and an incoming principal.
25. Receives, reviews, and permanently files all internal accounting reports submitted by the principals and reports any irregularities to the Board.
26. Takes action to encourage the prompt submission of all reports herein described.
27. Stays familiar with and ensures appropriate implementation of Board policies.
28. Performs such other duties as may be prescribed by law.

**FLSA Status:** Exempt

**Terms of Employment:** 260 Day Calendar. Salary to be established by the Board.

**Evaluation:** Performance of this job will be evaluated annually in accordance with provisions of the Board's policy.

*The Jackson-Madison County School System (JMCCS) provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics.*