

OFFICE OF CHIEF SCHOOL AND DISTRICT TRANSFORMATION OFFICER
Summary of State Board of Education Agenda Items
February 19, 2026

OFFICE OF SCHOOL AND DISTRICT TRANSFORMATION

04.C. Action: Approval of the employment agreement for the Interim Superintendent for the Okolona Separate School District [Goals 1, 2, 3, 4, 5, and 6 – MBE Strategic Plan]

Scope of Employment Agreement:

- Interim Superintendent: Chad R. Spence
- Term of Employment Agreement: January 19, 2026 – June 30, 2027
- Total Amount: \$115,000 annually

Funding Source: Okolona Separate School District

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

Recommendation: Approval

Back-up material attached

MISSISSIPPI STATE BOARD OF EDUCATION

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

**EMPLOYMENT AGREEMENT FOR THE
INTERIM SUPERINTENDENT
OF THE OKOLONA SEPARATE SCHOOL DISTRICT**

THIS EMPLOYMENT AGREEMENT, made and entered into this ____ day of _____, 2026, by and between the State Board of Education (“SBE”), a political subdivision of the State of Mississippi, and **Chad R. Spence**, hereinafter referred to as “Interim Superintendent.”

WITNESSETH:

WHEREAS, on November 14, 2025, pursuant to Miss. Code Ann. § 37-17-6(12)(b), the SBE met in a special-called board meeting to determine whether Okolona Separate School District is impaired with a serious lack of financial resources which warrants their placement into a District of Transformation; and

WHEREAS, the SBE determined that there is sufficient cause to find that the Okolona Separate School District met the requirements in Miss. Code Ann. § 37-17-6(12)(b)(iii) for placement into a District of Transformation in that the Okolona Separate School District is impaired with a serious lack of financial resources based on ongoing insolvency, failure to make payroll, a pattern of fiscal mismanagement resulting in the absence of sufficient funds to maintain minimum operations and support interventions, failure to maintain adequate internal controls, and the failure to comply with process standards 4 and 5;

WHEREAS, the SBE determined that Miss. Code Ann. § 37-17-6(12)(c)(vii), authorizes the State Board of Education to take such action as prescribed in Miss. Code Ann. §37-17-13, when the State Board of Education places a school district into a District of Transformation under Miss. Code Ann. § 37-17-6(12)(b); that Miss. Code Ann. § 37-17-13 provides that the State Board of Education shall abolish the school district and its existing school board and superintendent of schools;

WHEREAS, the SBE, pursuant to Miss. Code Ann. § 37-17-13, abolished the Okolona Separate School District, its existing school board and superintendent of schools;

WHEREAS, Miss. Code Ann. § 37-17-13(1) provides that upon abolishment of the Okolona Separate School District, its existing school board and superintendent of schools, the SBE “shall have all powers which were held by the previously existing school board;”

WHEREAS, the SBE finds that it is in the best interest of the Okolona Separate School District, its employees and students, to have an interim superintendent in place;

WHEREAS, the SBE invoked the provisions of Miss. Code Ann. § 37-17-6 (12)(c)(iii) and assigned an interim superintendent who has those powers and duties enumerated in Miss. Code Ann. § 37-17-6 (15); and

WHEREAS, the SBE determined that **Chad R. Spence** is highly qualified with a demonstrable track record of producing results relevant to the operation and administration of the Okolona Separate School District.

NOW, THEREFORE, the SBE and **Chad R. Spence**, for the consideration herein specified, enter into this Employment Agreement as follows:

1. TERM OF AGREEMENT

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 Okolona Separate School District.

On or before April 30, 2027, the SBE shall notify the Interim Superintendent whether it will extend the Employment Agreement for a successive year.

This Employment Agreement shall be effective starting February 19, 2026, and continuing through the 2026-2027 scholastic year, ending June 30, 2027.

2. AUTHORITY OF SUPERINTENDENT

The Interim Superintendent shall have charge of the administration of the Okolona Separate School District and exercise the authority granted to interim superintendents of the Okolona Separate School District in Miss. Code Ann. § 37-17-6, and related statutes.

3. COMPENSATION

(a) Salary. The Okolona Separate School District shall pay the Interim Superintendent as compensation for his/her services, a base salary of \$115,000.00 per year, payable in equal installments in accordance with the rules, regulations, and procedures for other professional staff employed within 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 Okolona Separate School District shall provide the Interim Superintendent with a life insurance policy in the amount of his annual salary, as adjusted from time to time, and the Okolona Separate County School District shall pay the premiums for the life insurance policy.

(c) Medical and Hospital Insurance. The Okolona Separate School District shall provide to the Interim Superintendent, family health insurance coverage comparable to that provided to employees of the district.

- (d) Leave. The Interim Superintendent shall receive from the Okolona Separate y 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. If 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) Poor professional judgment;
- (e) Fiscal mismanagement;
- (f) Immorality;
- (g) Inciting, encouraging, or counseling district personnel or students to violate any valid state law, municipal ordinance, or policy or rule of the SBE;
- (h) Interim Superintendent fails to secure and maintain necessary educational training;
- (i) Interim Superintendent fails to comply fully with any warranty set forth in herein;
- (j) Any false or incorrect submission made to the SBE or any misrepresentation by the Interim Superintendent;
- (k) 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;
- (l) Inability of Interim Superintendent to be bonded;
- (m) Any violations of the Educator Code of Ethics-Standards of Conduct; or

- (n) Any other inefficiency or good cause.

5. PROFESSIONAL DEVELOPMENT

The Okolona Separate School District shall pay the Interim Superintendent's dues to the American Association of School Administrators, and the Mississippi Association of School Superintendents. The Okolona Separate 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 district.

6. FULL TIME DUTIES

The Interim Superintendent shall be the full-time Chief Executive Officer of the Okolona Separate School District. The Interim Superintendent shall not engage in any outside employment without prior written authorization by the SBE.

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 SUPERINTENDENT

The Interim Superintendent warrants and represents as follows:

- a. (a) That Interim Superintendent is duly licensed and qualified to serve as a superintendent of education in the State of Mississippi and as the superintendent of the Okolona Separate School District. At the time of assuming the position, 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 potential charges were pending or imminent.

9. MODIFICATION

No modification or addition to the Employee Agreement shall be valid for any purpose unless embodied in writing, signed by the Parties and approved by the SBE.

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 Employee Agreement.

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 _____, 2026.

STATE BOARD OF EDUCATION

_____ Date: _____
Chairperson

Attest:

_____ Date: _____
Lance Evans, Ed.D.
Executive Secretary of the SBE

Acknowledged, approved, and accepted by:

_____ Date: _____
Chad R. Spence