

**Summers County Board of Education
Special Meeting Minutes
116 Main Street Hinton, WV 25951
May 26, 2020 at 9:00 A.M**

1. Roll Call

The Summers County Board of Education met in a special meeting on May 26, 2020, 9:00 a.m. in a virtual meeting due to COVID-19 with Mr. Stanley Duncan, Board President presiding over the meeting with the following board members present: Mr. Kenny Brogan, Mrs. Jackie Farley, Mr. Jay McBride, and Mr. Robert Angell.

Other staff members present: Ms. Kimberly Rodes, Superintendent; Dr. Linda Knott, Director; Mrs. Renae Jones, Director; Mr. Eric Widdoes, Director; and Mrs. Lauren Crook, Business Manager.

2. Invocation/Pledge of Allegiance

The invocation was given by Mr. Brogan followed by the Pledge of Allegiance.

3. Approval of Agenda/Adjustments

Upon a motion by Mr. Duncan, seconded by Mr. Angell and by unanimous vote, the agenda was approved.

4. New Business

Mr. Duncan made a motion to go into Executive Session, pursuant to 6-9A-4, seconded by Mr. Brogan and by unanimous vote at 9:11 a.m.

Upon returning to regular session at 9:35 a.m. Mr. Duncan made a motion, seconded by Mr. Brogan and by unanimous vote the board approved, that David Warvel effective date of Summers County Superintendent would be July 1, 2020 with a salary of \$104,875 for two years with the benefits written in the contract.

A. Approve a contract for the incoming Superintendent of Schools for Summers County

SUPERINTENDENT'S CONTRACT

THIS CONTRACT OF EMPLOYMENT is made and entered into on May 26, 2020, by and between the BOARD OF EDUCATION OF THE COUNTY OF SUMMERS State of West Virginia ("the Board"), and DAVID A. WARVEL of Summers County, West Virginia ("the Superintendent"). The Board approved the employment of the Superintendent at its lawful meeting held on May 26, 2020, and made such action part of its minute record.

This contract is for a two-year term beginning on July 1, 2020, and ending June 30, 2022, and is subject to the following mutually agreed upon terms and conditions:

1. **Salary.** In consideration of an annual salary of \$104,875 to be paid on a bi-monthly basis during each year of the two-year term, the Superintendent agrees to serve as secretary of the Board and to perform the duties of county superintendent of schools as set out in the laws of the State of West Virginia and the policies, rules, and regulations of the West Virginia Board of Education and the Board, specifically including but in no way limited to the requirements of West Virginia Code § 18-4-10.

2. **Applicable Laws.** This entire contract is subject to West Virginia and federal laws, and to the policies of the West Virginia Board of Education and the Board, as they may be from time to time amended.

3. **Physician's Certificate.** Before entering upon the discharge of his duties under this contract, the Superintendent shall file with the Board's president a certificate from a licensed physician certifying that a tuberculin skin test, of the type Mantoux test (PPD skin test), approved by the Commissioner of the Bureau of Public Health has been made within four months prior to July 1, 2020, and that the Superintendent does not have tuberculosis in a communicable state based upon the test results. After completion of the initial test, the Superintendent shall comply with the provisions of West Virginia Code § 18-4-2(b), as amended.

4. **Certification.** For the term of this contract, the Superintendent shall hold and maintain a valid professional certificate from the West Virginia State Superintendent of Schools endorsed for superintendent.

5. **Evaluation.** During the first year of this contract, the Board shall evaluate the Superintendent's job performance before June 30. During the second year of this contract, the Board shall complete the superintendent's evaluation before March 1. The evaluation shall comply with West Virginia Code § 18-4-6, West Virginia Board of Education Policy 5309, and any Board policy regarding the evaluation of the superintendent's job performance. The Board's failure to complete an evaluation shall not preclude the Superintendent's dismissal for cause, as provided by part 11 d of this contract.

6. **Professional Meetings.** The Superintendent shall attend appropriate professional meetings at the local, state, and national level, the necessary expenses of said attendance to be incurred by the Board.

7. **Outside Activities.** With the Board's approval, the Superintendent may undertake consulting work, speaking engagements, writing, lecturing, and other professional activities that are not otherwise addressed in this contract and do not interfere with his duties as superintendent of schools.

8. **Paid Vacation.** The Superintendent shall be credited with 20 paid vacation days, exclusive of weekends and legal holidays, at the beginning of each year of his two-year term under this contract. Unused days of vacation credited to the Superintendent under this provision shall accumulate without limitation. During the final 30 calendar days of each year of his employment term, and also upon expiration or termination of this contract, the Superintendent may, at his election, be reimbursed by the Board, at his then-current rate of pay, for any or all vacation days then accumulated but unused.

9. **Paid Personal Leave** At the beginning of each year of his two-year term under this contract, the Superintendent shall also be credited with three days of paid personal leave for each month of that year, to be used for illness and other causes as provided by West Virginia Code § 18A-4-10 and Board policy. Unused personal leave days credited to the Superintendent under this provision shall accumulate without limitation. Upon expiration or termination of his contract, the Board shall be under **no** obligation to pay the Superintendent for any personal leave days then accumulated but unused.

10. **Other Obligations of the Board.** The Board shall provide the Superintendent with the following, subject to limitations of state and federal law:

a. **Employee Benefits.** In addition to the paid vacation and paid personal leave benefits provided for in parts 8 and 9 of this contract, all benefits available to regular full-time employees of the Board shall be made available to the Superintendent upon the same terms as those benefits are made available to said regular full-time employees of the Board.

b. **Life Insurance.** In addition to any other life insurance available to the Superintendent under part 10a of this contract, during the term of his employment under this contract, the Board shall pay the premiums for a term life insurance policy on his life in the face amount of \$100,000. The Board shall

assign ownership of the term life insurance policy to a person or trust that the Superintendent may designate. The Superintendent shall name said designee no later than July 1, 2020. Upon termination of this contract, the Board shall allow the owner to continue the life insurance policy at the owner's own expense.

c. *Travel.* The Board shall reimburse the Superintendent for all reasonable and necessary travel expenses he incurs in the performance of his official duties during his employment under this contract; Provided that the Board shall not reimburse the Superintendent for any of his travel expenses related to travel between his residence and the Board's Central Office or any other Board-owned or Board-leased properties.

d. *Smart Phone.* The Superintendent shall have the use of a Board-owned smart phone and data service plan, at the Board's full expense, to include both internet service and local and long-distance calling, to carry out his responsibilities and duties as superintendent of schools, including incidental personal use of the smart phone and services when, given his schedule as superintendent of schools, it would be impractical for him to return home to use a personal device or for him to have to carry a second smart phone with him at all times especially for personal calls.

e. *Technology.* Upon expiration of this contract or the termination of this contract by the Board for cause under West Virginia Code § 18-4-3, the Superintendent may retain, as his personal property, the smart phone, computer and other technology devices then assigned to him as superintendent of schools.

f. *Dues.* The Board shall pay on behalf of the Superintendent his annual dues for memberships in the American Association of School Administrators, the West Virginia Association of School Administrators and, with the Board's approval, other appropriate professional and community organizations where the Superintendent may promote the interests of the Board, enrich his skills as Superintendent and provide helpful information about the Board's operations (e.g., Chamber of Commerce, Rotary International, etc.).

g. *Telecommuting.* During the term of this contract, upon prearrangement with and the agreement of the Board's president, the Superintendent may work from home or other off-site location for no more than 5 work days per school year, exclusive of weekends and holidays. The Board's president shall act reasonably in considering the Superintendent's requests to telecommute per the terms of this paragraph and shall respond timely to such requests. Upon receiving such a request from the Superintendent, the Board's president shall consider, at least, whether the Superintendent's telecommuting on a particular work day is likely to diminish or compromise the performance of the Superintendent's duties under this contract. The Board's president shall not unreasonably refuse to agree to the Superintendent's requests to telecommute per the terms of this paragraph.

11. ***Termination of Contract.*** This Contract and the Superintendent's employment as superintendent of schools may be terminated before the end of the Superintendent's two-year term by:

a. written agreement of the parties, the terms of said agreement to provide the Superintendent with no more than a sum equal to six months of salary at his then-current rate of pay;

b. the Superintendent's unilateral resignation or retirement, provided he gives the Board at least 90 calendar days' advance written notice of the effective date of the resignation or retirement;

c. the Board's unilateral termination after giving the Superintendent at least 90 calendar days' advance written notice of the date on which this contract will end, and paying him on or before that date a sum equal to six months of salary at his then-current rate of pay;

- d. the Board's discharge of the Superintendent for cause under West Virginia Code § 1843; or
- e. the failure by either party to comply with the terms and conditions of this contract.

12. **State Board Intervention.** If the West Virginia Board of Education intervenes in the operation of the county school system pursuant to West Virginia Code §18-2E-5, the West Virginia Board of Education may vacate the office of county superintendent and void this employment contract.

13. **Complete Contract.** This written contract embodies the whole agreement between the Board and the Superintendent. There are no inducements, promises, terms, conditions, or obligations made or entered into by either the Board or the Superintendent other than contained herein.

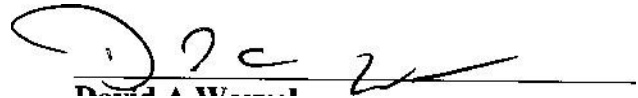
14. **Amendment.** No modification or waiver of this contract or of its covenants, conditions, and/or provisions shall be valid unless made in writing and duly executed both by the Superintendent and an authorized representative of the Board.

WITNESS the following signatures:

Summers County Board of Education,



by Stanley R. Duncan, its President



David A Warvel, Superintendent effective July 1, 2020

5. **Adjourn**

Upon a motion by Mrs. Farley the meeting was adjourned at 9:38 a.m.