

OFFICE OF STATE SUPERINTENDENT
Summary of State Board of Education Agenda Items
June 15, 2023

OFFICE OF STATE SUPERINTENDENT

02.B. Action: Employment agreement for Dr. Earl Watkins to continue to serve as Superintendent for the Achievement School District [Goals 1, 2, 4, and 6 – MBE Strategic Plan]

Dr. Earl Watkins has served as the Superintendent of the Achievement School District since July 1, 2022. He has an extensive background as an instructional leader with proven success in improving student outcomes.

Scope of Employment Agreement:

- Term of Employment Agreement: July 1, 2023 – June 30, 2024
- Total Amount: \$183,500

Funding Source: Achievement School District

This item references Goals 1, 2, 4, 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**

**CONTINGENT EMPLOYMENT AGREEMENT FOR THE
SUPERINTENDENT OF THE ACHIEVEMENT SCHOOL DISTRICT**

THIS EMPLOYMENT AGREEMENT, made and entered into this ____ day of June, 2023, by and between the State Board of Education (“SBE”), a political subdivision of the State of Mississippi, and **Dr. Earl Watkins**, hereinafter referred to as “Superintendent.”

WITNESSETH:

WHEREAS, on April 11, 2019, the SBE pursuant to the authority granted to them by Miss. Code Ann. § 37-17-17(1) declared and approved the creation of the Achievement School District (ASD); and

WHEREAS, on April 11, 2019, the SBE determined that the Humphreys County School District and the Yazoo City Municipal School District met the requirements in Miss. Code Ann. § 37-17-17(1) for inclusion in the ASD; and

WHEREAS, the Humphreys County School District and the Yazoo City Municipal School District are part of the ASD; and

WHEREAS, Miss. Code Ann. § 37-17-17(2) provides that the ASD shall be governed by the SBE; and

WHEREAS, Miss. Code Ann. § 37-17-17(4) authorizes the SBE to select an individual to serve as superintendent of the ASD; and

WHEREAS, the SBE finds that it is in the best interest of the ASD and the districts incorporated therein, to select and employ a superintendent to, among others, exercise the powers and duties authorized in Miss. Code Ann. § 37-17-17(4) and perform the functions enumerated in Miss. Code Ann. § 37-17-17(5)(e); and,

WHEREAS, the SBE has determined that **Dr. Earl Watkins** is highly qualified with a demonstrable track record of producing results relevant to the operation and administration of the ASD.

NOW, THEREFORE, the SBE and **Dr. Earl Watkins**, 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. § 37-17-17 and exercising the powers of the school boards incorporated into the ASD, hereby employs, and the Superintendent hereby accepts, employment as Superintendent of the ASD for a term commencing upon July 1, 2022. The Superintendent shall serve an initial term of one year, with an expiration of June 30, 2023.

This Employment Agreement shall be subject to two one-year renewals, which will be determined annually on or before April 30th and shall be contingent upon successful completion of the preceding years' contract and a performance-based evaluation.

This Employment Agreement covers the term of July 1, 2023 through June 30, 2024.

2. AUTHORITY OF SUPERINTENDENT

The Superintendent shall have charge of the administration of the ASD and exercise the authority granted to superintendents of the ASD in Miss. Code Ann. § 37-17-17, Miss. Code Ann. § 37-9-14, generally to superintendents in related statutes.

3. COMPENSATION

- (a) Salary. The ASD shall pay the Superintendent as compensation for his/her services, a base salary of \$183,500.00 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 ASD shall provide to the Superintendent a life insurance policy in the amount of his annual salary, as adjusted from time to time, and the ASD shall pay the premiums for the life insurance policy.
- (c) Medical and Hospital Insurance. The ASD shall provide to the Superintendent, family health insurance coverage comparable to that provided to employees of the district.
- (d) Leave. The Superintendent shall receive from the ASD 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 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. In the event that the 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 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 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 Superintendent is entitled may be applied towards credit with PERS as permitted by its rules and regulations.
- (g) The salary, benefits, and costs identified above shall be borne directly and equally by the former school districts incorporated into the ASD. The Superintendent, with the assistance of the MDE, shall take all measures necessary to facilitate the payment of the compensation due the Superintendent from incorporated districts.

4. DISMISSAL OR DISCHARGE.

The 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) Immorality;
- (e) Inciting, encouraging, or counseling district personnel or students to violate any valid state law, municipal ordinance, or policy or rule of the SBE;
- (f) Superintendent fails to secure and maintain necessary educational training;
- (g) Superintendent fails to comply fully with any warranty set forth in herein;
- (h) Any false or incorrect submission made to the SBE or any misrepresentation by the Superintendent;
- (i) Failure of 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;
- (j) Inability if Superintendent to be bonded; or
- (k) Any other inefficiency or good cause.

5. PROFESSIONAL DEVELOPMENT.

The ASD shall pay the Superintendent’s dues to the American Association of School Administrators, and the Mississippi Association of School Superintendents. ASD shall pay for travel and subsistence expenses of 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.

Superintendent shall be the full-time Chief Executive Officer of the ASD. Superintendent shall not engage in any outside employment without prior written authorization by the SBE.

7. REPORT REQUIREMENTS.

Every July, the 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 Superintendent shall prepare and submit to the SBE quarterly reports on the status of the district.

8. WARRANTIES AND REPRESENTATIVES OF SUPERINTENDENT.

Superintendent warrants and represents as follows:

- a. (a) That he/she is duly licensed and qualified to serve as superintendent of education in the State of Mississippi and as the superintendent of the ASD. At the time of assuming the position, that 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 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 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 Contract shall be valid for any purpose unless embodied in writing signed by the Parties and approved by the Board.

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 Contract.

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 June, 2023.

STATE BOARD OF EDUCATION

_____ Date: _____
Chairperson

Attest:

_____ Date: _____
Michael D. Kent
Executive Secretary of the SBE

Acknowledged, approved, and accepted by:

_____ Date: _____
Dr. Earl Watkins