

OFFICE OF CHIEF SCHOOL AND DISTRICT TRANSFORMATION OFFICER
Summary of State Board of Education Agenda Items
April 17, 2025

OFFICE OF SCHOOL AND DISTRICT TRANSFORMATION

- 04.G. Action: Approve employment agreement for Dr. Earl Watkins to serve as Interim Superintendent for Yazoo City Municipal School District [Goals 1, 2, 4, and 6 – MBE Strategic Plan]

Dr. Earl Watkins has served as the Superintendent of the Achievement School District (ASD) since July 1, 2022. He has an extensive background as an instructional leader with proven success in improving student outcomes. He will serve as the Interim Superintendent for Yazoo City Municipal School District starting July 1, 2025 due to the legislature directing that the two local school districts placed into the ASD shall be administratively transitioned into two separate Districts of Transformation.

Scope of Employment Agreement:

- Term of Employment Agreement: July 1, 2025 – June 30, 2026
- Total Amount: \$183,500

Funding Source: Yazoo City Municipal 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**

**EMPLOYMENT AGREEMENT FOR THE
INTERIM SUPERINTENDENT
OF THE YAZOO CITY MUNICIPAL SCHOOL DISTRICT**

THIS EMPLOYMENT AGREEMENT, made and entered into this ____ day of _____, 2025, 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 “Interim 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 became a part of the ASD; and

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

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

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

WHEREAS, the SBE entered into Employment Agreements with **Dr Earl Watkins**, to serve as the superintendent in the ASD commencing July 1, 2022 through June 30, 2025.

WHEREAS, pursuant to Miss. Code Ann. § 37-17-6.1 (1) the legislature directed that the two local school districts placed into the ASD shall be administratively transitioned into two (2) separate Districts of Transformation with such transition completed by July 1, 2025.

WHEREAS, the SBE has worked to separate the Humphreys County School District and Yazoo City Municipal School District into two (2) separate Districts of Transformation, which shall be completed by June 30, 2025.

WHEREAS, the SBE finds that it is in the best interest of the Yazoo City Municipal School District, its employees and students, to have an interim superintendent in place.

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. § 37-17-13 (1) and exercising the powers of the local school board, hereby employs, and the Interim Superintendent hereby accepts, employment as Interim Superintendent of the Yazoo City Municipal School District.

On or before April 30, 2026, the SBE shall notify the Interim Superintendent whether it will extend the Employment Agreement for a successive year.

This Employment Agreement shall be effective for the 2025-2026 scholastic year, beginning July 1, 2025 and ending June 30, 2026.

2. AUTHORITY OF SUPERINTENDENT

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

3. COMPENSATION

- (a) **Salary.** The Yazoo City Municipal School District shall pay the Interim 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 Yazoo City Municipal School District shall provide to the Interim Superintendent a life insurance policy in the amount of his annual salary, as adjusted from time to time, and the Yazoo City Municipal School District shall pay the premiums for the life insurance policy.

- (c) Medical and Hospital Insurance. The Yazoo City Municipal 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 Yazoo City Municipal 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. In the event that 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) 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) Interim Superintendent fails to secure and maintain necessary educational training;
- (g) Interim 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 Interim Superintendent;
- (i) 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;
- (j) Inability of Interim Superintendent to be bonded;
 - (k) Any violations of the Educator Code of Ethics-Standards of Conduct; or
 - (l) Any other inefficiency or good cause.

5. PROFESSIONAL DEVELOPMENT

The Yazoo City Municipal School District shall pay the Interim Superintendent's dues to the American Association of School Administrators, and the Mississippi Association of School Superintendents. Yazoo City Municipal 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

Interim Superintendent shall be the full-time Chief Executive Officer of the Yazoo City Municipal School District. 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

Interim Superintendent warrants and represents as follows:

- (a) That Interim Superintendent is duly licensed and qualified to serve as superintendent of education in the State of Mississippi and as the superintendent of the Yazoo City Municipal School District. 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.
- (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.

(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 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 _____, 2025.

STATE BOARD OF EDUCATION

Chairperson of the SBE

Date: _____

Attest:

Lance Evans, Ed.D.
Executive Secretary of the SBE

Date: _____

Acknowledged, approved, and accepted by:

Dr. Earl Watkins

Date: _____