

SUPERINTENDENT CONTRACT
July 1, 2024 – June 30, 2027

JONESBORO SCHOOL DISTRICT

This Agreement made or entered into on this 9th day of July, 2024, by and between Jonesboro School District, Craighead County, Arkansas, hereinafter referred to as the “District,” and Kim Wilbanks, hereinafter referred to as the “Superintendent,” and for the mutual promises and consideration hereinafter set forth, the parties agree as follows:

I. TERM

1.1 The District does hereby employ Superintendent and Superintendent does hereby continue employment as Superintendent of the District for the terms of this Agreement to become effective on **July 1, 2024, and ending on June 30, 2027**, unless terminated as hereinafter set forth.

1.2 This Agreement will automatically renew for an additional one-year period on the 30th day of June of each year of the primary or extended term, unless the District chooses, through the Board of Directors (the “Board”) by a majority vote, not to extend the Agreement.

1.3 The Board has not adopted any policy, rule, regulation, or law providing for tenure. There is no right of tenure created by this Agreement.

II. EMPLOYMENT

2.1 The Superintendent is to serve as the Chief Executive Officer and educational leader of the District. The Superintendent shall have those duties and responsibilities and obligations, as set forth by state and federal law, the regulations of the State Board of Education, and the Board, which exist at the time of the execution of this Agreement and as may be hereinafter amended, changed, or modified by any of the above-mentioned agencies.

2.2 The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.3 The Superintendent agrees to provide the District (1) an official transcript of the Superintendent's post-secondary course work; (2) proof of date of birth; (3) a current, valid teaching license of the highest grade attainable with college credit; (4) an Arkansas superintendent's license; and (4) any other documents necessary to comply with state and federal law. The Superintendent shall be responsible for maintaining her license in good standing for the duration of this Agreement. Any disciplinary suspension of the Superintendent's license by the Professional Licensing Standards Board shall constitute a material breach of this Agreement.

2.4 The Superintendent acknowledges and agrees that the obligations and duties set forth in this Agreement are her primary duties and responsibilities. However, the Superintendent has the right to undertake consulting work, speaking engagements, writing, teaching a college or university course, lecturing or other professional duties and obligations. Provided, however, that this other work shall not interfere in a material and/or substantial manner with the Superintendent's obligations set forth above and that the Board has approved the work after receiving full disclosure from the Superintendent.

2.5 The Superintendent agrees to faithfully discharge the duties as set forth herein and to fully abide by all District policies and the Code of Ethics for Arkansas Educators.

2.6 The Superintendent shall have, subject to the control and regulations of the Board and all other applicable laws and regulations, full authority in connection with the operation of the District, the education program of the District, and all other matters pertaining thereto. The Superintendent shall perform such duties as shall be inherent in and necessary for the efficient discharge of her position as the Superintendent of the District.

2.7 The Superintendent represents that she is fully qualified to serve as Superintendent, and is fit and able to perform all physical and intellectual duties of the office.

2.8 The Superintendent agrees to continuously reside within the District as a term and condition of her employment by the Board.

2.9 The Superintendent acknowledges that failure to act and perform her duties as set forth herein will be considered a material breach of this Agreement.

III. COMPENSATION

3.1 The Superintendent will be paid an annual salary of \$191,693.12 per year, to be paid in equal semi-monthly installments consistent with District policy. At any time during the terms of this Agreement, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in this section 3.1.

3.2 The District shall also provide the Superintendent an automobile allowance in the sum of \$10,000.00 per year, for all travel for District business purposes, which travel allowance shall be in lieu of payment of mileage reimbursement, gasoline, or other vehicle upkeep or maintenance charges. The automobile allowance is based on .20 of the base salary of the additional duties stipend. The automobile allowance shall be paid in addition to the annual salary stated in section 3.1 of this Agreement. However, the Superintendent is hereby authorized to use a District-owned vehicle to travel outside the district for district purposes.

3.3 The District shall pay or reimburse all reasonable expenses incurred by the Superintendent for school-related business or school trips.

3.4 The District shall provide all benefits that are provided to other certified personnel.

3.5 The District shall contribute to the Arkansas Teacher Retirement System (ATRS) on behalf of the Superintendent as required by law.

3.6 The Superintendent shall be credited with twenty (20) days of vacation, twelve (12) sick days, and two (2) personal or gratuity days per year in addition to the normal scheduled school holidays provided to other school personnel. The Superintendent agrees that the vacation days will be taken at such time that will least interfere with the duties set forth in this Agreement.

3.7 Vacation days not used during any given year may be deferred, or rolled over. Vacation days accumulated at the end of the year beyond 20, may be paid out at the daily rate of pay. Any unused vacation days at the point of retirement or resignation will be paid at the daily rate of pay.

3.8 If this Agreement is terminated for the Superintendent's material breach of the Agreement or for other just cause, then the Superintendent will not be paid for any unused sick or vacation days.

3.9 The Superintendent shall devote the Superintendent's time, attention and energy to the direction, administration and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance and participation in appropriate professional meetings at the local, regional, state and national levels. The District shall pay all professional dues reasonably incurred by the Superintendent as well as any reasonable incidental and/or travel expenses incurred by the Superintendent in connection with such participation.

IV. EVALUATION

4.1 At a regularly scheduled Board meeting during each year in which this Agreement is in force, the Board and the Superintendent shall meet in executive session for the purpose of reviewing the performance of the Superintendent.

4.2 The evaluation of the Superintendent shall at all times be conducted in such a manner as to preserve confidentiality to the extent allowed by applicable law, rules, and regulations.

4.3 The evaluation format, form and procedure shall be in accordance with the Board's policies or procedures and state and federal law.

4.4 As prescribed by Ark. Code. Ann. § 6-17-123, the Board shall establish written performance targets, which are attached hereto as Exhibit 1. At its sole discretion, the Board may modify Exhibit 1 from time to time and any such modification shall be effective immediately upon the Board providing written notice of the modification to the Superintendent. Failure of the Superintendent to meet any such performance target is not a material breach of this Agreement, but will be reviewed by the Board during the Superintendent's annual evaluation.

V. NON-RENEWAL/EARLY TERMINATION

5.1 In the event that the Board intends to act to terminate this Agreement prior to its termination date without the Superintendent's written concurrence, the Superintendent shall be entitled to a due process hearing before the Board prior to the occurrence of any purported act of termination. Due process shall include a written notice of the reasons why the Board intends to terminate this Agreement and the right to appear before the Board. In the event of termination due to the Superintendent's material breach of this Agreement or for other just cause, the salary and benefits of the Superintendent shall terminate immediately. The Superintendent has the right

to be represented at the hearing by a representative of the Superintendent's choice and a right to a written decision describing the results of the hearing. The Board shall also have the right to be represented at the hearing by a representative of its choice. Witnesses may be called by either party. These provisions do not constitute a waiver of any rights that the Board or the Superintendent may have to enforce this Agreement in the courts under contract or other applicable law.

5.2 The District may terminate this Agreement, upon written notice, if the Superintendent has become physically or mentally disabled by virtue of an injury, accident, illness or condition such that, even with reasonable accommodation, the Superintendent is unable to carry out the essential functions of Superintendent's obligations under this Agreement. The Superintendent may exhaust any available sick days, personal / gratuity days, and vacation days (in that order) during the Superintendent's period of incapacity due to her disability or the District may pay Superintendent for those days at Superintendent's option.

5.3 If, during the term of this Agreement, the Superintendent dies, then this Agreement, along with the salary and benefits of the Superintendent, will terminate immediately.

VI. MISCELLANEOUS

6.1 This Agreement shall be governed by the laws of the State of Arkansas.

6.2 This Agreement embodies the entire agreement between the parties hereto. Except as may otherwise be provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them. The Board retains the right to repeal, change or modify any policies, which it has adopted or may hereafter adopt, subject, however, to restrictions contained in the state statutes and other applicable law.

6.3 In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.4 Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, when deposited in the United States mail, postage prepaid, certified mail, return receipt required, addressed to either party.

6.5 The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or in her official capacity as agent and employee of the District for acts or errors and omissions arising within the scope of her employment, which indemnity shall include costs and attorney fees; provided, however, that the matter arose while the Superintendent was acting within the scope of the Superintendent's employment with the District in accordance with the Board's policies and excluding any criminal charges; and provided that such liability coverage is within the authority of the Board to provide under state law, except in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions or any legal proceedings. The District's obligations pursuant to this paragraph may be met by the purchase of a policy of liability insurance which includes coverage for the Superintendent.

6.6 If a dispute arises out of or relating to any aspect of this Agreement between the District and the Superintendent, or the breach thereof, and if the dispute cannot be settled through negotiation, the District and the Superintendent agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, its President and Secretary, on the day and year first above written.

JONESBORO SCHOOL DISTRICT

SUPERINTENDENT

/s/ Chris Harrell

/s/ Kim Wilbanks

President of Board

Kim Wilbanks

/s/ Joe Sheppard

Secretary of Board

EXHIBIT 1

Performance Targets

1. District Level Student Achievement

Based on the District's 2023 ACT Aspire Data, the percentage of District students who were identified as reading on grade level in grades 3-10 was 30%. The Superintendent is given the performance target to meet or exceed the percentage of District students who are currently identified as reading on grade level.

2. District/School Level Graduation Rate

Based on the District's 2022 Report Card, the present 4-year cohort graduation rate at Jonesboro High School is 86.12%. The Superintendent's performance goal is to either meet or exceed the previous goal. It is important to note that graduation rates used in the ESSA School Index are lagging one year.

3. School (Building) Level Achievement for each "C", "D" for "F" schools

The Academies at Jonesboro High School

- Maintain or increase the current graduation rate (86.12%)
- Maintain or increase the percentage of 10th graders reading on grade level (30%)
- Maintain or improve the current report card grade of a D

Annie Camp

- Maintain or increase the percentage of students reading on grade level (34%)
- Maintain or improve the current report card grade of a D

MacArthur

- Maintain or increase the percentage of students reading on grade level (32%)
- Maintain or improve the current report card grade of a D

International Studies

- Maintain or increase the percentage of students reading on grade level (43%)
- Maintain or improve the current report card grade of a C

Visual and Performing Arts

- Maintain or increase the percentage of students reading on grade level (35%)
- Maintain or improve the current report card grade of a C

Health Wellness and Environmental Studies

- Maintain or increase the percentage of students reading on grade level (25%)
- Maintain or improve the current report card grade of a D

Leadership

- Maintain or increase the percentage of students reading on grade level (16%)
- Maintain or improve the current report card grade of a D

Math and Science

- Maintain or increase the percentage of students reading on grade level (19%)
- Improve the current report card grade of an F

Jonesboro Kindergarten Center

- Maintain or increase the percentage of students reading on grade level
- Maintain or improve the current report card grade of a C