

## **SUPERINTENDENT'S CONTRACT**

### **Paragould School District**

The Board of Directors of the Paragould School District (hereinafter Board) and Nick Jankoviak (hereinafter Superintendent) agree and contract as follows:

1. **Employment:** Board agrees to employ Superintendent from July 1, 2024 through June 30, 2027. Superintendent shall serve as the school district's chief administrative officer and shall perform all duties and possess all powers granted by applicable Arkansas law, rules, and regulations and Board policy until such time as this Agreement expires or is terminated. Superintendent agrees to accept the employment and to faithfully discharge the duties incident to it.
2. **Compensation:** The salary to be paid to Superintendent, effective July 1, 2024, shall be at an annual rate of \$146,363.00 in the same installments as are paid to twelve-month staff members in the school district.
3. **Duties:** Superintendent shall serve as the chief executive officer of the school district and shall have the powers necessary to perform this position. All district staff shall be subject to the direction of Superintendent. Superintendent shall maintain an official transcript of all his post-secondary coursework, a copy of his current teaching license, proof of age, and any other documents necessary to comply with state and federal law. Superintendent shall maintain his license in good standing. Any disciplinary suspension of Superintendent's license by the Professional Licensing Standards Board shall constitute a material breach of this Agreement.
4. **Fitness for Duty:** Superintendent represents that he is fully qualified to serve as Superintendent and is fit and able to perform all physical and intellectual duties of the office.
5. **Benefits/Leave:** Superintendent shall have the same vacation days, personal days, professional development days, and sick leave as are provided to twelve-month staff members in the school district and shall follow all district policies concerning these benefits. The Board shall provide a vehicle for the business and personal use of the Superintendent, and shall assume all expenses related to this use of this vehicle, including insurance, fuel, maintenance, etc. The Superintendent will provide and comply with all Internal Revenue Service reporting requirements to enable appropriate reporting of taxable income related to the personal use of the vehicle. The Board will provide the Superintendent with all necessary technology to perform the functions of his or her job, which shall include a school owned cell phone. The Superintendent shall use school owned and provided technology only for school and business related purposes.
6. **Performance Targets and Incentive Payments.** The parties shall memorialize by separate agreement performance targets as set forth in Ark. Code. Ann. §6-17-123. Failure of Superintendent to meet any performance target is not a material breach of this Agreement, but will be reviewed by the Board during the Superintendent's annual evaluation.

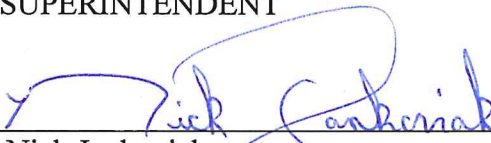
7. **Evaluation and Termination for Cause.** The Board shall evaluate the Superintendent at least annually. If the Board does not use an evaluation instrument, but votes to extend the Agreement of the Superintendent, that vote shall constitute an evaluation of the Superintendent's job performance. The failure of the Board to evaluate the Superintendent or to extend the Agreement of the Superintendent into the future as an evaluation of the Superintendent shall not constitute a material breach of this Agreement. The Board shall have the right to terminate this Agreement for good cause. In the event the Board exercises such right, the Board shall provide a written notice to the Superintendent and provide an opportunity for a hearing before the Board regarding the reasons for termination. While the personnel policy for licensed personnel termination is not controlling, the procedures outlined in the policy may be followed.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on January 8, 2024, to become effective July 1, 2024.

PARAGOULD SCHOOL DISTRICT

By:   
\_\_\_\_\_  
President of Board, Jeremy Hancock

SUPERINTENDENT

  
\_\_\_\_\_  
Nick Jankoviak

By:   
\_\_\_\_\_  
Secretary of Board, Josh Honeycutt

## **Performance Targets**

Ark. Code Ann § 6-17-123

### **1. District Level Student Achievement**

Utilizing the 23-24 ATLAS data as a baseline for improvement over the next 3 years, the Superintendent will show growth in student achievement.

### **2. District Level Graduation Rate**

Based on the District's 2022-2023 Report Card, the present 4-year cohort graduation rate is 87%. The Superintendent will continue to maintain, or improve, the current graduation rate as reflected in the next Report Card.

### **3. School (building) Level Achievement for each "C", "D" for "F" school.**

The Superintendent will show an increase in the overall ESSA score utilizing the 23-24 ATLAS data as a baseline for improvement over the next 3 years. In addition, the Superintendent will show a positive average, or an increase in the average growth scores, for all tested areas in each school.

### **4. School Level Graduation Rate for *every* "C", "D" for "F" high school.**

Based on the District's 2022-2023 Report Card, the present 4 year cohort graduation rate for Paragould High School is 87%. This percentage measures students who should have been in the 9th grade during the 2018-2019 school year. The Superintendent will continue to maintain, or improve, the current graduation rate as reflected in the next Report Card.

## Section 6-17-123 - Superintendent performance targets

(a) Each local school district board of directors shall establish, as part of a superintendent's contract of employment, written performance targets for the public schools at both the school level and district level that include without limitation the following:

- (1) Student achievement for the entire public school district;
- (2) Student achievement for public schools within the public school district that have received any variation of a school performance letter grade designation of "C", "D", or "F" under §§ 6-15-2105 and 6-15-2106 and State Board of Education rules;
- (3) Graduation rates for the entire public school district; and
- (4) Graduation rates for public schools within the public school district that have received any variation of a school performance letter grade designation of "C", "D", or "F" under §§ 6-15-2105 and 6-15-2106 and state board rules.

(b) Each local school district board of directors shall:

- (1) Publish the school district superintendent's current contract of employment on the school district website; and
- (2) Submit a copy of the current contract of employment of the school district superintendent to the Commissioner of Elementary and Secondary Education.

(c) A contract of employment executed, negotiated, or renegotiated after July 1, 2023, between a local school district board of directors and a superintendent that does not meet the requirements established in this section shall be null and void.

(d) The State Board of Education may promulgate rules to implement this section.

Ark. Code § 6-17-123